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August 11, 2003

Via Overnight Mail

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P. O. Box 47250
Olympia, Washington 98504-7250

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RECORDS MANAGEMENT
03 AUG 12 AM 9:22
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Re: In the Matter of the Petition for Arbitration of AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle with Qwest Corporation Pursuant to 47 U.S.C. §252(b), Docket No. UT-033035

Dear Ms. Washburn:

Enclosed for filing are the original and 19 copies of Petition for Arbitration Errata in this matter.

Thank you,


Adam Walczak

Enclosures

cc: Service List

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

IN THE MATTER OF THE PETITION)
FOR ARBITRATION OF AT&T) DOCKET NO. UT-033035
COMMUNICATIONS OF THE PACIFIC)
NORTHWEST AND TCG SEATTLE) PETITION FOR ARBITRATION
WITH QWEST CORPORATION) ERRATA
PURSUANT TO 47 U.S.C. § 252(b))

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle (collectively "AT&T") hereby submit this erratum to their Petition for Arbitration filed on August 8, 2003. AT&T inadvertently omitted Exhibits 1 (Qwest Transfer Authorization Agreement) and 2 (Qwest Services Transfer Agreement) to Exhibit C (Proposed Interconnection Agreement) of its Petition. Exhibits 1 and 2 to Exhibit C are attached hereto. AT&T apologizes for any inconvenience this error may have caused.

Respectfully submitted this 11th day of August, 2003.

**AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC. AND TCG
SEATTLE**

By:



Letty S.D. Friesen
Steven H. Weigler
AT&T Law Department
1875 Lawrence Street, Suite 1575
Denver, CO 80202
(303) 298-6475 (Tel)
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AT&T – QWEST

**PROPOSED INTERCONNECTION
AGREEMENT**

EXHIBIT 1

EXHIBIT 1

Qwest Transfer Authorization Agreement

THIS TRANSFER AUTHORIZATION AGREEMENT (this "Agreement") is made and entered into as of _____, 2002 by and between _____, a _____ corporation ("Vacating CLEC"), and _____, a _____ corporation ("Assuming CLEC") (each referred to herein individually as a "Party" and collectively as the "Parties").

WHEREAS, the Parties each have Interconnection Agreements with Qwest Corporation ("Qwest") under which they individually purchase certain services from Qwest used to provide local exchange telecommunication services to their respective customers; and

WHEREAS, Vacating CLEC desires to transfer to Assuming CLEC, and Assuming CLEC desires to assume from Vacating CLEC operating and financial responsibility on a prospective basis.

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- Qwest Transferred Services.** Assuming CLEC shall assume from Vacating CLEC all operating and financial responsibility on a prospective basis for the collocation services, associated working circuits and/or related network elements currently provided by Qwest to Vacating CLEC under the terms of the Interconnection Agreement for _____ [Fill in Vacating CLEC Name] state of _____ with Interconnection Agreement Number _____ ("Vacating Interconnection Agreement") _____ identified in Attachment A attached hereto (the "Qwest Transferred Services"). Once the transfer to Assuming CLEC is complete, the Qwest Transferred Services shall be provided pursuant to the terms and conditions of Assuming CLEC Interconnection Agreement.
- Application.** The Parties shall submit to Qwest, attached to a fully executed copy of this Agreement, fully completed application forms as reasonably required by Assuming CLEC's Interconnection Agreement with Qwest to process the Transfer of Responsibility (as defined below) for the Qwest Transferred Services contemplated hereunder.
- Authorization for Qwest Services Transfer.** Vacating CLEC and Assuming CLEC each have terms and conditions for transfer of responsibility in their respective Interconnection Agreements with Qwest. However in the absence of those terms and conditions an applicable court order may govern. The Parties hereby authorize Qwest to perform any and all work reasonably required to effectuate the transfer of responsibility for the Qwest Transferred Services from Vacating CLEC to Assuming CLEC contemplated hereunder, provided that such work is contemplated by a quote provided by Qwest and accepted by the Vacating CLEC or Assuming CLEC for related charges (the "Transfer of Responsibility").
- Further Agreements.** The Parties shall enter into such further agreements as are reasonably required by Qwest or the Parties to effectuate the Transfer of Responsibility, including but not limited to potential amendments to each Party's interconnection agreement with Qwest. The Parties have reviewed and agree to sign, upon completion of the Transfer of Responsibility, a Qwest Services Transfer Agreement. The actual transfer of operational and financial responsibility for the Qwest Transferred Services shall not become effective until: (i) such

Services Transfer Agreement is fully executed by both Parties and Qwest, (ii) Qwest receives payment in full for the Transfer of Responsibility as provided in Section 6 below, and (iii) the Transferred Services are available for use by Transferee.

5. **Fees for Transfer of Collocation Services.** Upon signing this Agreement, Assuming CLEC shall pay Qwest an Assessment Fee in the amount of _____ Dollars (US\$_____) and a Network Systems Administrative Fee in the amount of _____ Dollars (US\$_____). These fees are for transfer of the collocation services only. Additional fees associated with working circuits and/or related network elements may apply. Any such additional fees will be provided for in the Parties' applicable Interconnection Agreements or amendments thereto.
6. **Other Fees and Amounts Owning.** As a condition precedent to the effectiveness of the Transfer of Responsibility, Vacating CLEC shall pay to Qwest all amounts due and owing to Qwest (except for amounts formally disputed) for the Qwest Transferred Services up through the effective date of the actual transfer (as set forth in the Services Transfer Agreement). Such amounts shall not be the responsibility of Assuming CLEC unless Assuming CLEC expressly assumes liability for them in writing. Assuming CLEC shall be liable only for charges and fees incurred after the effective date of the transfer.
7. **Refunds and Extension of Credit.** Notwithstanding any provision of this Agreement, the Parties understand that payment of any refund or extension of any credit or other rights required by law in connection with the Qwest Transferred Services will be made by Qwest in the manner and to the person required by applicable rule or tariff, or the order of applicable regulatory authority.
8. **Third-Party Beneficiary.** Qwest is an intended third-party beneficiary of this Agreement and is entitled to rely upon and enforce the Parties' obligations and covenants hereunder.
9. **Counterparts and Facsimile Execution.** This Qwest Transfer Authorization Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. This Agreement may be executed by facsimile, which each such facsimile execution shall be deemed an original.
10. **Binding Effect; Assignment.** This Qwest Transfer Authorization Agreement will be binding upon and inure to the benefit of all of the Parties and their successors and assigns; provided, however, that neither Vacating CLEC nor Assuming CLEC may assign, by operation of law or otherwise its interest under this Agreement without the prior written consent of the other Party.
11. **Governing Law.** This Qwest Transfer Authorization Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of law rules.
12. **Severability.** If one or more of the provisions of this Qwest Transfer Authorization Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any application thereof will in no way be affected or impaired, provided the original intent of this Qwest Transfer Authorization Agreement and the material obligations of the Parties remain unchanged.

- 13. **Attorney Fees.** If any suit or action arising out of or relating to this Qwest Transfer Authorization Agreement is brought by any Party hereto, the prevailing Party or Parties shall be entitled to recover the costs and fees (including without limitation reasonable attorneys' fees) incurred by such Party or Parties in such suit or action, including without limitation any administrative, post-trial or appellate proceeding.
- 14. **Dispute resolution.** The dispute resolution provisions of the Parties' applicable Interconnection Agreements, as amended, shall apply to and govern any dispute under this Qwest Transfer Authorization Agreement.

IN WITNESS WHEREOF, an authorized representative of each Party has executed this Qwest Transfer Authorization Agreement effective as of the date first set forth above.

(Vacating CLEC)

(Assuming CLEC)

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ATTACHMENT A

QWEST TRANSFERRED SERVICES

AT&T – QWEST

**PROPOSED INTERCONNECTION
AGREEMENT**

EXHIBIT 2

EXHIBIT 2

QWEST SERVICES TRANSFER AGREEMENT

THIS SERVICES TRANSFER AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 200__ by and between Qwest Corporation, a _____ corporation ("Qwest"), _____, a _____ corporation ("Vacating CLEC") (ACNA _____), and _____, a _____ corporation ("Assuming CLEC") (ACNA _____) (collectively, the "Parties").

WHEREAS, Qwest, an incumbent local exchange provider, and Vacating CLEC, a competitive local exchange provider, are Parties to a certain Interconnection Agreement(s) (the "Vacating CLEC Interconnection Agreement(s)"), executed pursuant to Sections 251 and 252 of the Federal Telecommunications Act of 1996 (the "Act"); and

WHEREAS, Qwest and Assuming CLEC, a competitive local exchange provider, are Parties to a certain Interconnection Agreement(s) (the "Assuming CLEC Interconnection Agreement(s)"), executed pursuant to Sections 251 and 252 of the Act; and

WHEREAS, Vacating CLEC has agreed to transfer and assign to Assuming CLEC and Assuming CLEC has agreed to assume from Vacating CLEC the Qwest Transferred Services (as defined below); and

WHEREAS, Vacating CLEC and Assuming CLEC entered into that certain Qwest Transfer Authorization Agreement dated as of _____, pursuant to which Vacating CLEC and Assuming CLEC authorized Qwest to effectuate the transfer of the Qwest Transferred Services; and

WHEREAS, the Qwest Transfer Authorization Agreement contemplates that the Parties will enter into this Agreement upon completion of the transfer of the Qwest Transferred Services; and

WHEREAS, the transfer of the Qwest Transferred Services is now complete; and

WHEREAS, Vacating CLEC desires to transfer and assign to Assuming CLEC, Assuming CLEC desires to assume on a prospective basis all responsibility for, and Qwest desires to consent to the transfer and assumption of the Qwest Transferred Services;

NOW, THEREFORE, in consideration of the promises and mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Subject to the terms of Qwest's applicable tariffs and the Parties Interconnection Agreements, Vacating CLEC hereby assigns and transfers to Assuming CLEC and Assuming CLEC hereby assumes on a prospective basis only the Qwest services in the name of Vacating CLEC, specifically identified in Exhibit A attached hereto and incorporated herein by reference, including the associated Billing Account Number(s), CLLI codes, and other necessary identifying account information specifically identified in Exhibit A (collectively, the "Qwest Transferred Services"). Vacating CLEC hereby relinquishes all claims to the Transferred Services, including without limitation all rights and privileges concerning refunds, credits and other related billing matters that may accrue, or that may have accrued but have not yet been provided to Assuming CLEC. Assuming CLEC's assumption of the Qwest Transferred Services relates only to obligations incurred by Assuming CLEC after the effective date of the transfer. For purposes of the Qwest Services Transfer Agreement, Qwest tariffs are considered "applicable" only to the Qwest Transferred Services that were ordered from such tariffs.

2. Notwithstanding any provision of the Qwest Services Transfer Agreement, payment of any refund or extension of any credit or other rights called for by the applicable Interconnection Agreement or as otherwise required by law in connection with the Qwest Transferred Services will be made by Qwest in the manner and to the person required by applicable tariff, or the order of applicable regulatory authority.
3. Assuming CLEC hereby assumes the unexpired portion of the minimum period and the minimum termination liability applicable to the Qwest Transferred Services, if any.
4. Any further transfer of the Qwest Transferred Services will be in accordance with the requirements of this Qwest Services Transfer Agreement, the Assuming CLEC Interconnection Agreement(s) and applicable Qwest tariffs. Immediately following the effective date of the transfer contemplated hereunder, the provisioning and all other aspects of the Qwest Transferred Services shall be governed by the Assuming CLEC Interconnection Agreement(s).
5. Qwest hereby consents to the transfer in accordance with the terms of this Qwest Services Transfer Agreement, the Vacating CLEC Interconnection Agreement(s), the Assuming CLEC Interconnection Agreement(s) and Qwest's applicable tariffs. The transfer will be effective as of 11:59 p.m. on the date of this Qwest Services Transfer Agreement.
6. The transfer hereunder shall be governed by applicable tariffs, and the terms and conditions of the applicable Vacating CLEC Interconnection Agreement(s) and Assuming CLEC Interconnection Agreement(s), as applicable, including without limitation the limitations of liabilities included therein.
7. This Qwest Services Transfer Agreement will be binding upon and inure to the benefit of all of the Parties and their successors and assigns; provided, however, that Vacating CLEC, Assuming CLEC and Qwest may not assign, by operation of law or otherwise its interest under this Agreement without the prior written consent of the other two Parties.
8. This Qwest Services Transfer Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflicts of law rules.
9. If one or more of the provisions of this Qwest Services Transfer Agreement or any application thereof is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions and any application thereof will in no way be affected or impaired, provided the original intent of the Agreement and the material obligations of the Parties remain unchanged.
10. If any suit or action arising out of or relating to this Qwest Services Transfer Agreement is brought by any Party hereto, the prevailing Party or Parties shall be entitled to recover the costs and fees (including without limitation reasonable attorneys' fees) incurred by such Party or Parties in such suit or action, including without limitation any administrative, post-trial or appellate proceeding.
11. The dispute resolution provisions of the applicable Vacating CLEC Interconnection Agreement(s) and/or Assuming CLEC Interconnection Agreement(s) shall apply to and govern any dispute under this Qwest Services Transfer Agreement.

IN WITNESS WHEREOF, the Parties have executed this Qwest Services Transfer Agreement as of the date first above written.

(Vacating CLEC)

By: _____

Title: _____

Date: _____

(Assuming CLEC)

By: _____

Title: _____

Date: _____

Qwest Corporation

By: _____

Title: _____

Date: _____

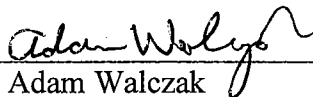
CERTIFICATE OF SERVICE

I hereby certify that the original and 19 copies of Petition for Arbitration Errata in Docket No. UT-033035 was sent by overnight delivery on this 11th day of August, 2003, to:

Carole J. Washburn, Executive Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive S.W.
P.O. Box 47250
Olympia, WA 98504-7250

On the same date, a true and correct copy was sent by overnight delivery to:

Lisa A. Anderl Qwest Corporation 1600 7 th Avenue, Suite 3206 Seattle, WA 98191	Laura Ford Perkins Coie L.L.P. 1899 Wynkoop St. #700 Denver, CO 80202
Mary Rose Hughes Perkins Coie, LLP 607 Fourteenth Street, N.W. Washington, DC 20005-2011	Simon ffitch Office of the Attorney General Public Counsel 900 4 th Ave. Suite 2000 Seattle, WA 98164
Gregory Trautman Assistant Attorney General 1400 S. Evergreen Park Dr. S.W. Olympia, WA 98504-0128	Cathy Brightwell AT&T 2120 Canton Way S.W. Olympia, WA 98502


Adam Walczak