

Docket No. UT-033011

Exhibit No. LBB-

Date

Handwritten initials: RL, PM, LB, AC, CT

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

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IN THE MATTER OF THE )
INVESTIGATION INTO UNFILED ) DOCKET NO. 021-572T
AGREEMENTS EXECUTED BY )
QWEST CORPORATION )

AT&T'S RESPONSES TO STAFF'S FIRST SET OF DATA REQUESTS TO CLECS

Data Request 1-1:

If Qwest made an agreement with your company that is later rejected by the Commission, how do you propose to handle the outcome of that rejection (e.g., do you expect to be refunded money paid for a service that should have never been offered to you to begin with, or how do you expect to be compensated for your agreement to withdraw from a proceeding knowing now that the document in which you agreed to do [sic] withdraw has been rejected)?

Response to Data Request 1-1:

AT&T objects to this request in that it assumes facts not in evidence, and further assumes performance rendered can be undone or returned monetarily. Without waiving these objections, AT&T has not entered into any interconnection agreement with Qwest that has not been provided to the Commission for approval in accordance with 47 U.S.C. 252, and therefore the question is not applicable to AT&T. Further, AT&T states that to the extent any settlement between Qwest and another carrier provides that other carrier with a benefit of the bargain, in connection with an unfiled interconnection agreement, the settlement will have a discriminatory effect upon other competitors that merely a return of money will not resolve.

Data Request 1-2:

Having had the opportunity to see some of the other agreements Qwest made with other CLECs, do you see any agreements that if those same rates, terms, and conditions had been offered to your company would have made it easier for your company to establish business in Colorado? If yes, please identify which specific agreements may have made it easier for your company to establish business in Colorado.

**Data Request 1-6:**

Having had the opportunity to see some of the other agreements Qwest made with other CLECs, did your Company at any time request similar type services from Qwest? If yes, please identify the date of such a request and provide copies of all documentation wherein your request was either accepted or denied by Qwest.

**Response to Data Request 1-6:**

To the extent these agreements have been concealed and remained undisclosed, AT&T was not able to request similar services from Qwest. Likewise, to the extent these agreements have been made public but have not been approved by a state regulatory commission, AT&T has not been able to request similar services from Qwest. However, there are several terms and conditions contained in these agreements that AT&T is most eager to obtain from Qwest.

**Data Request 1-7:**

Based on the Commission's definition of what constitutes an interconnection agreement, do you believe that the agreement(s) you entered into with Qwest are interconnection agreements? Why or why not?

**Response to Data Request 1-7:**

AT&T objects to this request to the extent it calls for a legal conclusion; the purpose of discovery in general is to discover the facts not legal opinions or conclusions. Without waiving this objection, and as previously stated, AT&T has not entered into any interconnection agreement with Qwest that has not been provided to the Commission for approval in accordance with 47 U.S.C. 252. Pursuant to Commission Order in this docket, AT&T has provided copies of three agreements which are not interconnection agreements, and which are not subject to the filing, approval, and "pick and choose" provisions of federal law. These can be described as follows: a) a billing settlement agreement; b) an agreement related to Qwest's merger with U S WEST; and c) a collocation decommissioning agreement. Only the last of these three is even remotely related to interconnection. AT&T believes that the decommissioning of specific collocations does not fall within the Commission's definition of an interconnection agreement, provided that the general terms and conditions relating to decommissioning of all locations have already been filed and are available to other carriers on a nondiscriminatory basis. AT&T is informed, and believes that this is the case here.

**Data Request 1-8:**

Based on the Commission's definition of what constitutes an interconnection agreement, do you believe that any of the agreements entered into between Qwest and the other CLECs are interconnection agreements? Why or why not?