

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Application of
U S WEST, INC., and QWEST
COMMUNICATIONS INTERNATIONAL
INC.

For an Order Disclaiming Jurisdiction, or in
the Alternative, Approving the U S WEST,
INC., - QWEST COMMUNICATIONS
INTERNATIONAL INC. Merger

Docket No. UT-991358

AMENDMENT TO THE PETITION
FOR MITIGATION OF PAYMENT
UNDER THE SERVICE QUALITY
PERFORMANCE PROGRAM

1 On February 8, 2006, Qwest Corporation ("Qwest") filed its Petition to mitigate a payment amount under the Service Quality Performance Program ("SQPP") for the Out-of-Service – Repair Interval metric ("Petition") in accordance with the Commission's Ninth Supplemental Order in Docket No. UT-991358.¹ In its Petition, Qwest generally explained a disagreement between itself and Commission Staff on whether the mathematical rounding of the compliance percentage should serve as the basis for determining the size of the customer credit for the metric in September 2005. In its Petition, Qwest did not directly address Section II.B.5. of the

¹ The Ninth Supplemental Order ("Order"), dated June 19, 2000, granted the joint application of U S WEST, Inc. and Qwest Communications International Inc. (collectively the "Joint Applicants") to effect the July 18, 1999 Agreement and Plan of Merger of the Joint Applicants.

Settlement Agreement in Docket No. UT-991358 (“Settlement Agreement”) which deals with mitigation of credit amounts and, thus, would like to do so now in this amendment.

Additionally, Qwest would like to request a waiver of the requirement in the Section that “[a]ny such petition shall be filed not later than thirty (30) days after the end of the calendar year for which such credits are payable.

2 Section II.B.5. of the Settlement Agreement is as follows:

5. Mitigation of Credit Amounts. The Company may petition the Commission for mitigation of the credit amounts that would otherwise be paid pursuant to Section II.B.4 above. The Company shall have the burden of demonstrating that mitigation of any service quality credit amount is in the public interest. In considering whether mitigation is in the public interest, the Commission shall consider whether the assessment of credit amounts is due to unusual or exceptional circumstances for which the Company’s level of preparedness and response was reasonable. Any such petition shall be filed no later than thirty (30) days after the end of the calendar year for which such credits are payable.

3 In response to Section II.B.5., Qwest states that its Petition is consistent with the public interest. Customers will not be harmed, as the change in credit is *de minimis*, only \$0.02 per customer on a one-time basis. In addition, the customers who were specifically affected by the missed commitments that are the subject of this metric have already been directly compensated under other provisions of Qwest’s customer service guarantee plan.

4 Qwest’s Petition is based on a mechanical calculation (i.e., a two decimal place rounding convention), rather than any specific extraordinary issues associated with Qwest’s ability to comply with the metric’s requirement. Qwest believes that it is consistent with the public interest because its rounding methodology has consistently been employed during the life of the SQPP. Indeed, the Commission should be more concerned if Qwest suddenly varied its methodology for calculating its compliance with the SQPP metrics. Consequently, Qwest believes that its request for mitigation is not only in the public interest, but is based on Qwest’s reasonable and consistent accounting for its credit obligation under the SQPP.

DATED this _____ day of February, 2006.

QWEST

Lisa A. Anderl, WSBA #13236
Adam L. Sherr, WSBA #25291
1600 7th Avenue, Room 3206
Seattle, WA 98191
Phone: (206) 398-2500