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December 20, 2002

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, N.W.
Washington, D.C. 20554

Re: *Application of Qwest Communications International Inc. to Provide
In-region InterLATA Services in the States of Colorado, Idaho,
Iowa, Montana, Nebraska, North Dakota, Utah, Washington, and
Wyoming, WC Docket No. 02-314*

Dear Ms. Dortch:

Qwest has reviewed AT&T's ex parte letter of December 19, where that company once again burdens this record with misstatements of the facts, overheated rhetoric, and sheer repetition. AT&T ignores: (i) the testimony of its own witness; (ii) Qwest's previous showings in response to AT&T's prior allegations, and (iii) the FCC's October 4 Declaratory Ruling interpreting Section 252.

AT&T references six documents. Qwest has addressed each of them before, and will do so again only briefly here. First, AT&T complains about a document^{1/} that is nothing more than a letter of intent with McLeod proposing a settlement that was formally memorialized in a contract executed three days later. Qwest has shown, now several times, that current provisions of the latter contract related to Section 251 were filed for state commission approval in August 2002. *See, e.g.*, Qwest Response to Matrix of Kenneth Wilson, Oct. 22, 2002 (filed with Qwest's Reply Comments on Oct. 25, 2002) ("Qwest Oct. 25 Response Matrix").

^{1/} AT&T references a document signed with McLeod dated 4/25/00 and previously discussed by AT&T as No. 21 on the matrix of Kenneth Wilson. The terms in this document were memorialized in a Confidential Settlement Agreement with McLeod dated 4/28/00. AT&T also makes reference to two provisions in the 4/28/00 agreement. However, one of these is a backwards looking settlement of a billing dispute over non-blocked Centrex. The other relates to bill and keep arrangements that -- as Qwest has explained previously -- were approved as interconnection amendments in all nine states here on the following dates: Colorado -- 7/13/01; Idaho -- 10/16/00; Iowa -- 9/18/00; Montana -- 4/30/01; North Dakota -- 10/11/00; Nebraska -- 9/29/00; Utah -- 10/25/00; Washington -- 12/13/00; and Wyoming -- 6/21/01.

Second, AT&T complains about three agreements ^{2/} that even its own expert admits do not contain any on-going obligations related to Section 251. *See* Wilson Reply Declaration and Matrix accompanying AT&T Nov. 7, 2000 ex parte. AT&T alleges, once again, that there must be relevant terms outside the face of the agreements, but once again, it has not produced a single shred of evidence to support this unfounded speculation. Qwest has shown that the contracts speak for themselves. *See, e.g.*, Qwest Ex Parte Letter, Attachment A (Dec. 6, 2002).

Third, AT&T once again points to two contracts that are, by its own admission, no longer in effect. ^{3/} By definition these agreements create no current discrimination. Qwest has already discussed this point in the record. *See, e.g.*, Qwest Oct. 25 Response Matrix.

The balance of AT&T's letter presents nothing new either. Qwest is in compliance with the requirements of Section 251 in the nine application states today. AT&T has not and cannot show otherwise. That is the statutory standard set forth in Section 271.

Qwest looks forward to competing with AT&T in the marketplace. This application should be granted.

Respectfully submitted,

Qwest Communications International Inc.

By 
Peter A. Rohrbach

Its Attorney

^{2/} AT&T references Qwest's contracts with McLeod of 9/29/00, 10/26/00 and 12/31/01, listed in its previous Wilson matrix at Nos. 22, 23 and 25.

^{3/} AT&T references Qwest's 5/4/01 and 8/10/01 contracts with Scindo, referred to in its previous Wilson matrices at No. 27 and 28, and rebutted by Qwest in its various responses to the Wilson matrices. AT&T also alleges that there has been a "finding" by the staff of the Colorado Public Utility Commission that these agreements are discriminatory, but Qwest is not aware of any such finding.