



BEFORE THE ARIZONA CORPORATION COMMISSION

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**IN THE MATTER OF U S WEST
COMMUNICATIONS, INC.'S
COMPLIANCE WITH § 271 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Docket No. T-00000A-97-0238

**SUPPLEMENTAL COMMENTS OF
AT&T AND TCG PHOENIX ON
OUTSTANDING ISSUES
REGARDING CHECKLIST ITEMS
3, 7, 10, AND 13**

AT&T Communications of the Mountain States, Inc. and TCG Phoenix (collectively "AT&T") hereby file their supplemental comments on outstanding issues related to checklist items 3, (Nondiscriminatory Access to Poles, Ducts, Conduits, and Rights-of-Way), 7 (911 and E911 Services, Directory Assistance, and Operator Services), 10 (Databases and Associated Signaling) and 13 (Reciprocal Compensation for the Exchange of Local Traffic).

I. INTRODUCTION

AT&T has reviewed its initial comments, U S WEST's reply comments on checklist items 3, 7, 10 and 13 and the transcripts. Many of the issues raised by AT&T are no longer in dispute. However, AT&T still has some concerns with a number of issues. AT&T will address those remaining concerns herein; and, to the extent possible, AT&T will propose a method to resolve AT&T's remaining concerns. In addition, in its filings and at the workshop, U S WEST also agreed to make a number of changes to the language of its Statement of Generally Available Terms and Conditions for

Interconnection (“SGAT”). AT&T reserves the right to review the SGAT once it is amended to verify that the changes agreed to by U S WEST have been incorporated into the SGAT.

II. CHECKLIST ITEM 7 (911/E911, Directory Assistance and Operator Services)

A. ICDF or SPOT Frame.

In its Reply Comments on Checklist Items 3 and 13, U S WEST proposed language to be included in the collocation section of the SGAT to address AT&T’s concerns regarding the use of an Interconnection Distribution Frame (“ICDF”) or Single Point of Termination (“SPOT”) frame to terminate 911 transport facilities to the 911 tandem, the Public Service Access Point (“PSAP”) and Automatic Line Identification (“ALI”) database. U S WEST Reply Comments 7 & 10 at 1-2; AT&T Comments 7 & 10 at 3-9. AT&T has a number of concerns with the proposed language and recommends changes to resolve AT&T’s concerns.

First, as an initial matter, U S WEST must acknowledge that it will amend the Arizona SGAT to incorporate all the sections contained in U S WEST Ex. 15, beginning with section 10.2.1.17. U S WEST Reply Comments only refer to paragraphs 10.2.1.24 through 10.2.1.26. U S WEST Reply Comments 3 & 13 at 2.

Second, U S WEST is required to provide direct access to its COSMIC™ or MDF frame. The proposed language does not acknowledge this obligation. Thus, AT&T proposes the following revision to Section 8.2.1.23:

8.2.1.23 U S WEST shall provide, at the request of CLEC, the connection between the CLEC’s equipment in its collocated spaces to the collocated equipment of another CLEC located in the same U S WEST Wire Center, including direct access to the COSMIC™ or MDF. Alternatively, CLEC may construct its own connection, using copper or

optical fiber equipment, between the CLEC's equipment and that of another CLEC utilizing an U S WEST-approved vendor. CLEC may place its own connecting facilities outside of the actual physical Collocation space, subject only to reasonable safety limitations.

Third, MCIW proposed that the phrase “and without direct access to the COSMIC™ or MDF” should be stricken from Section 8.2.1.25. TR 58 and 99-100 (Jan. 25, 2000). AT&T concurs with this revision. This language is inconsistent with section 8.2.1.24, which states that “U S WEST will provide CLEC the same connections to the network as U S WEST uses for provision of services to U S WEST customers” and is contrary to the FCC’s orders and rules. It also appears to deny the very access AT&T seeks -- direct access to the COSMIC™ and MDF.

Fourth, AT&T recommends that section 8.2.1.26 be amended to eliminate any reference to U S WEST controlling the selection of cross-connection frames. The form of access should be at the CLECs’ option, not U S WEST’s. In addition, there is no legal basis for forcing the CLECs to use a BFR process to obtain direct access to the COSMIC™ or MDF. Accordingly, AT&T proposes that section 10.2.1.26 read as follows:

8.2.1.26 If CLEC disagrees with the selection of the U S WEST cross connection frame, CLEC may obtain a tour of the U S WEST wire. CLEC may obtain direct access to the COSMIC™ or MDF, or, through the BFR process, may request use of an alternative frame or an alternative arrangement.

Finally, assuming U S WEST agrees to the language proposed by AT&T, checklist item 7 will not be resolved until AT&T has had an opportunity to review the

changes to U S WEST's Wholesale Guide used by U S WEST employees (AT&T Exs. 5 and 6) and the Interconnect and Resale Resource Guide ("IRRG").¹

B. UNE-P -- Custom Routing to Operator Services and Directory Assistance.

In its supplemental comments on checklist items 3 and 13, U S WEST proposed to add language to verify that customized routing is available to allow CLECs to route end users' calls to the CLEC's directory assistance ("DA") and operator services ("OS") platform. AT&T proposes amendments to 9.X.3.8.1 to remove the ambiguity in U S WEST's proposed language:

9.X.3.8.1 UNE-P will include access to long distance (interLATA and intraLATA) of the CLEC's customer's choice on a 2-PIC basis, 911 emergency services, Operator Services, Directory Assistance and custom routing, or if desired by CLEC, U S WEST Operator Services and Directory Assistance.

C. Non-Published Telephone Numbers.

U S WEST proposed adding language to the SGAT regarding the process and procedures for contacting end users with non-published numbers. *See* U S WEST's Reply Comments 3 & 13 at 3. AT&T recommends changing the language to read: "U S WEST will provide a nondiscriminatory process and procedure for contacting end users with non-published telephone numbers..." This change is consistent with the Federal Communications Commission ("FCC") language cited by U S WEST's witness, Ms. Lori Simpson, and her statement that U S WEST's process is nondiscriminatory. TR 78 (Jan. 25, 2000).

¹ AT&T received U S WEST's proposed changes to the IRRG late Monday, February 28, 2000. It has not had time to review the changes and incorporate its comments into these comments. AT&T has not received any proposed changes to the U S WEST employee Wholesale Guide.

III. CHECKLIST ITEM 10 (Signaling and Call Related Databases)

AT&T also objected to the mandatory use of the ICDF and SPOT frame by CLECs to obtain access to signaling and call related databases. If U S WEST agrees to the changes referred in I.A above, AT&T would no longer have any disputes regarding checklist item 10.

U S WEST agreed to a number of language changes to meet AT&T and MCIW's concerns regarding checklist items 7 and 10. For example, U S WEST agreed to add globally references to the FCC orders in the SGAT where it presently refers to "FCC rules and regulations pursuant to 47 U.S.C. § 224." AT&T reserves the right to review the revised SGAT to determine if this language change and all other language changes agreed to by U S WEST have been incorporated in the SGAT.

IV. CHECKLIST ITEM 3 (Poles, Ducts, Conduits and Rights-of-Way)

A. Rights-of-Way ("ROW").

U S WEST agreed to include ROWs in the language contained in section 10 of the SGAT. TR 24-25.² It also agreed to add a provision making the terms of section 10 of the SGAT truly reciprocal. TR 33, 74-76.³

This should resolve this issue for AT&T pending review of the revised SGAT to verify the reference to ROW was inserted in all the appropriate places and the reciprocity language is acceptable. TR 76.

² This and all remaining cites are to the February 17, 2000 transcript.

³ AT&T's agreement to amend this section to make it reciprocal is subject to any decision entered by the 9th Circuit on this issue, either in the Arizona appeal of the AT&T/U S WEST Interconnection Agreement or the similar Oregon appeal on which the Arizona District Court's decision is based. AT&T continues to believe that any reciprocal access obligation is contrary to the Telecommunications Act, Section 224 of the Communications Act of 1934 and FCC Orders.

B. MDU and Rooftop Access.

Section 10.8.1.3 proposed by U S WEST, along with modifications agreed to by U S WEST and the statements made by U S WEST on the record regarding the intent of the proposed language, resolve AT&T's concern with this Section of the SGAT and access to poles, ducts, conduits and ROW including rooftop access. TR 31, 58-59, 65-66, 68 and 89. However, it is AT&T's understanding that all issues regarding access to MDUs using subloops has been deferred to checklist item 2. TR 77.

C. Costs of Modifications.

U S WEST agreed to add language to section 10.8.2.10 to indicate that governmentally-mandated changes to poles, ducts, conduit and ROWs are not the responsibility of parties sharing the poles, ducts, conduit and ROWs with U S WEST. TR 108. AT&T will consider the change proposed by MCIW and propose alternative language if necessary. TR 126-28.

After reviewing the proposal of MCIW and the relevant FCC Orders, AT&T proposes the following slight modification to this Section:

10.8.2.10 If CLEC requests U S WEST to replace or modify existing poles/innerduct to increase its strength or capacity for the sole benefit of CLEC, CLEC shall pay U S WEST the total actual replacement cost, U S WEST's actual cost to transfer its attachments to new poles/innerduct, as necessary, and the actual cost for removal (including destruction fees) of the replaced poles/innerduct, if necessary. Ownership of new poles/innerduct shall vest to U S WEST. Upon request, U S WEST shall permit CLEC to install poles/innerduct. U S WEST reserves the right to reject any non-conforming replacement poles/innerduct installed by CLEC that do not conform to the NESC, OSHA or local ordinances. Parties who do not initiate, request or receive additional space from a modification, are not required to share in the cost of the modification, except to the extent that a modification is incurred for the benefit of multiple parties, CLEC shall pay a proportionate share of the total actual cost based on the ratio of the amount of new space occupied by the facilities to the total amount of space occupied by all parties including U S WEST or its affiliates joining the modification. CLEC, U S WEST or any other party that uses a modification as an opportunity to bring its facilities into compliance with

applicable safety or other requirements will be deemed to be sharing in the modification and will be responsible for its share of the modification cost. U S WEST does not and will not favor itself over other carriers when provisioning access to poles, innerduct and rights-of-way.

This revision does not include the additional language from the FCC order that U S WEST agreed to add to the SGAT at the last workshop.

D. Innerduct.

Presently, section 10.8.2.6 states that ownership of the innerduct shall vest to U S WEST. AT&T's concerns would be addressed if the word "ownership" was changed to "control." When the CLEC terminates its use of the innerduct, ownership in the innerduct can pass to U S WEST if the CLEC abandons or fails to remove the innerduct in a specified period of time. This would resolve any concerns AT&T has with the provision that confers immediate ownership of the innerduct to U S WEST.

E. Splices in Central Office Manholes.

Section 10.8.2.9 states that "[n]o splices will be allowed in the Central Office manhole." If this means that neither U S WEST nor the CLECs will be allowed to splice in the central office manhole, than the language is acceptable. However, U S WEST admitted that sometimes it will splice in the central office manhole (TR 152); therefore, to the extent U S WEST will continue to splice in the central office manhole, it must allow CLECs to splice in the central office manhole on a nondiscriminatory basis. If U S WEST can identify specific circumstances that splices must and can be made in the central office manhole, AT&T would agree to limit splices to those circumstances on a nondiscriminatory basis.

V. CHECKLIST ITEM 13 (Reciprocal Compensation)

A. Interconnection Trunks.

AT&T stated in its Comments that U S WEST confuses interconnection trunks with a U S WEST product called Local Interconnection Service (“LIS”). AT&T is concerned that the terminology relates to a product or service as opposed to facilities that are defined under the FCC’s orders. TR 212. Essentially, the SGAT fails to define what “LIS” is. TR 212-218. U S WEST agreed to drop the word “Trunking” from the definition of LIS trunking in section 4.33. AT&T indicated it would review U S WEST’s suggestion.

AT&T’s issue would be resolved, in part, by dropping the word “trunking” from the definition. However, AT&T is still concerned that U S WEST may unilaterally change the LIS product specifications without negotiating such change with the CLECs that have interconnection agreements with U S WEST or have elected to adopt the SGAT in its entirety, or in part. U S WEST must state that LIS will not be changed by U S WEST without negotiating any such change with the CLEC.⁴ U S WEST must also state that this term is unique to U S WEST and does not necessarily refer to any CLEC trunking that is utilized for interconnection. With these assurances, the issue regarding the definition of LIS would be resolved to AT&T’s satisfaction.

B. Point of Interconnection (“POI”).

U S WEST continues to insist on imposing additional costs on CLECs that do not establish a POI in every calling area, although the Commission has stated that CLECs

⁴ See TR 213, where counsel for U S WEST indicated the term is used extensively in the SGAT and on the Web. U S WEST should not be permitted to unilaterally change the terms of the SGAT (*i.e.*, LIS) by changing its Web page without negotiating those changes with the CLEC.

need not establish a POI per calling area, but rather may establish a POI per LATA.

Section 7.1.2 requires a CLEC to establish a POI in each local calling area. If a CLEC does not wish to establish a POI in every U S WEST local calling area, it must negotiate with U S WEST. The SGAT permits interconnection to a hub location on a negotiated basis (section 7.1.2.4); however, the CLEC must purchase U S WEST's private line facilities at non-cost-based rates from the hub location to the CLEC POI. Section 7.1.2.5; TR 222-223. These requirements are inconsistent with the 1996 Act, the FCC's order and rules, which permit interconnection at any technically feasible point (47 C.F.R. § 51.305) and with the Commission's arbitration orders, as affirmed by the Arizona District Court. Also, the burden is on the incumbent local exchange carrier ("ILEC") to prove a method of interconnection is not feasible. *Id.* The FCC has also required meet point interconnection arrangements. 47 C.F. R. § 321(b). U S WEST's SGAT is in conflict with this FCC rule, as well.

U S WEST acknowledges these orders and rules, but claims that the Arizona District Court's opinion does not require the ILECs to incur the cost of the transport from the ILEC POI to the CLEC POI. This is incorrect. The decision simply states that all costs for transport cannot be imposed on U S WEST. However, under a meet point arrangement the cost of transport is, in effect, shared by the carriers. Alternatively, the carriers could put in their own trunks to the other carriers' switch. Cost would also be "shared" in this case. Even assuming the CLEC wanted U S WEST to provide transport facilities on its behalf, the rates for those facilities must be cost-based. 47 U.S.C. § 252(d). Private line rates are not cost-based.

Attachment 1 shows a situation where a CLEC has a single switch in a LATA.

The CLEC switch is in calling area 1. The CLEC serves loops in calling area 2 from this switch. The CLEC POI is at its switch in calling area 1. Local calls from CLEC customer A to U S WEST customer B must travel from calling area 2 to calling area 1, since the CLEC switch is in calling area 1, although U S WEST is serving customer B from a switch in calling area 2. U S WEST must pay for the trunking from its switch in calling area 2 to the CLEC switch in calling area 1, and the CLEC pays for trunks in the reverse direction. Under U S WEST's method, the CLEC would pay for all trunking from calling area 1 to calling area 2. U S WEST has been inappropriately charging all CLECs in Arizona for trunking between calling areas within a single LATA. U S WEST's language in the SGAT reflects this policy.

U S WEST's SGAT does not comply with the Act, FCC orders and Arizona rules in this regard and with the fair terms of reciprocal compensation as it should be applied. U S WEST can not meet the conditions of checklist item 13 until appropriate compensation has been paid and refunded to CLECs and this policy modified.

C. Transit Traffic.

AT&T remains concerned that U S WEST requires a separately negotiated agreement before it will permit the use of third-party transit providers. This issue has not been resolved.

AT&T continues to believe a separate agreement is not necessary. The third-party is, in essence, providing service to the CLEC, not to U S WEST. There is no reason that U S WEST cannot cooperate with the third-party provider under the agreement with the CLEC. The CLEC and third-party would be responsible for negotiating the terms of the agreement for the provision of transit to the CLEC.

This is essentially the position U S WEST has taken regarding its obligation to publish its white pages listing. U S WEST has argued it retains the obligation to the CLECs, although U S WEST Dex provides the service on behalf of U S WEST. According to U S WEST, CLECs have no right to enforce the obligation against U S WEST Dex. Similarly, the CLEC and third-party transit provider can enter into an agreement between themselves. The CLEC and U S WEST are obligated to perform under the SGAT. U S WEST should need nothing further.

As an alternative, U S WEST should be required to provide a model transit agreement in advance to prevent any delay in the negotiating and execution of such an agreement. U S WEST acknowledged that it would not need to be a full interconnection agreement. TR 224. U S WEST arguably could identify the section of the SGAT it would impose on a third-party transit provider.

Because transit is necessary to complete calls, it is important that a process be identified in advance to prevent the CLECs from being delayed in providing competitive service.

D. Transmission Charges from Remote Office.

AT&T still disagrees with U S WEST that tandem transmission charges should be assessed on the CLECs for transport between the host and remote when a CLEC interconnects at the remote. This appears to be another situation where U S WEST imposes transport charges after traffic has been delivered by the CLEC to U S WEST for termination.

AT&T requests that U S WEST provide additional detail in its reply comments. A diagram and explanation of the purpose and intent of section 7.3.4.2.3 would be most helpful.

E. Converting Private Line Facilities to Network Elements.

MCIW argued that private line facilities should be converted to network element rates. U S WEST responded that “special access circuits that do not carry ‘a significant amount of local exchange traffic’ are not subject to conversion.” U S WEST Reply Comments 3 & 13 at 17. Furthermore, U S WEST stated that only existing private lines need be converted. *Id.* at 18.

To eliminate future disputes, U S WEST should be required to identify the percentage of exchange traffic private lines must carry to be considered “significant.” It should be noted that under the FCC’s access rules, if 10% of the traffic is interstate, the access service must be ordered out of the interstate traffic. Similarly, if 10% of the traffic is local exchange traffic, network element pricing should be used. Finally, in addition to identifying what amount of local exchange traffic is significant, U S WEST should state on the record that it will convert existing private lines to network elements if the threshold is met.

VI. CONCLUSION

AT&T has identified the remaining issues of dispute. It has provided a means to resolve most of the remaining issues to AT&T’s satisfaction. Several issues require additional detail and explanation by U S WEST.

AT&T still must review the changes to the IRRG it has received. It will be prepared to address the changes to the IRRG at the workshop on March 7, 2000. AT&T will also review the changes to the Wholesale Guide once these changes are received.

Finally, as stated earlier, AT&T reserves the right to verify that all agreed to changes are reflected in an amended SGAT. AT&T also requests that the amended SGAT incorporate all changes agreed to by U S WEST in previous workshops.

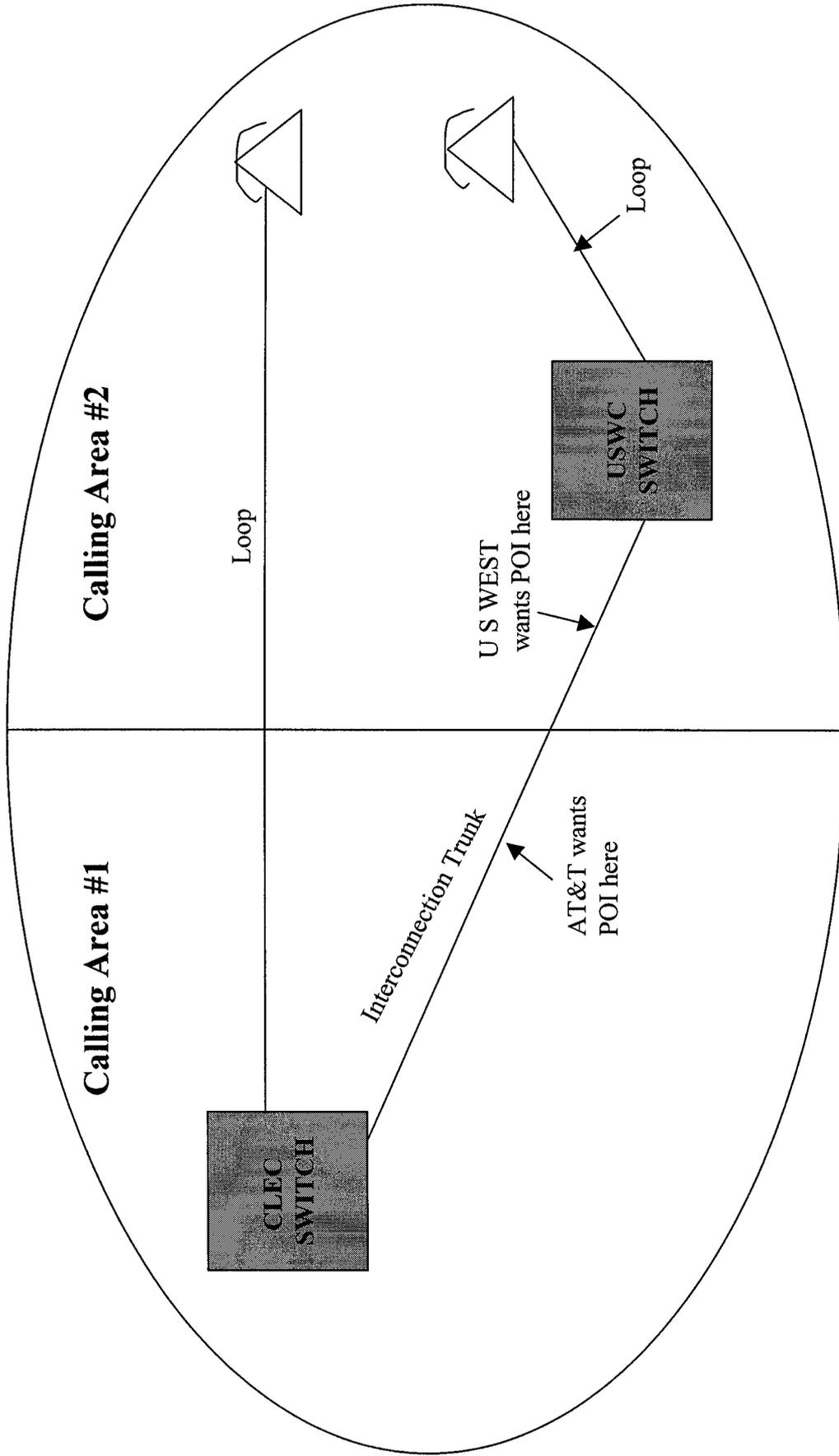
RESPECTFULLY SUBMITTED this 1st day of March, 2000.

AT&T COMMUNICATIONS OF THE
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ATTACHMENT I



CERTIFICATE OF SERVICE

I hereby certify that the original and 10 copies of the Supplemental Comments of AT&T and TCG Phoenix on Outstanding Issues Regarding Checklist Items 3, 7, 10, and 13 in Docket No. T-00000A-97-0238, were sent via overnight delivery this 1st day of March, 2000, to:

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