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BEFORE THE ARIZONA CORPORATION COMMISSION  
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5 WILLIAM A. MUNDELL  
CHAIRMAN

Arizona Corporation Commission  
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6 JIM IRVIN  
7 COMMISSIONER

NOV 13 2002

8 MARC SPITZER  
9 COMMISSIONER

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IN THE MATTER OF QWEST  
COMMUNICATIONS INTERNATIONAL  
INC.'S, QWEST SERVICES  
CORPORATION'S, AND QWEST  
CORPORATION'S NOTICE OF SALE,  
REQUEST FOR WAIVER, OR  
APPLICATION FOR APPROVAL OF THE  
SALE OF THE ARIZONA OPERATIONS OF  
QWEST DEX, INC.

Docket No. T-01051B-02-0666

**REPLY IN SUPPORT OF  
MOTION TO INTERVENE**

WorldCom, Inc., on behalf of its regulated subsidiaries, ("WCom") respectfully submits this Reply in Support of Its Motion to Intervene. In apparent disregard for the clear language of its interconnection agreements with WCom, Qwest Corporation ("Qwest") claims in its Response that intervention should be denied. Qwest's Response, however, confuses the issue by ignoring key components of this transaction and by failing to address the clear language of its interconnection agreements with WCom's subsidiaries. These interconnection agreements require Qwest, through Qwest Dex, Inc., to provide certain directory listing services to WCom's subsidiaries. Accordingly, WCom should be

1 granted intervention so that it may ensure that the treatment of these provisions is  
2 addressed through this docket.

3 **I. WCOM IS DIRECTLY AND SUBSTANTIALLY AFFECTED**

4 WCom's interconnection agreements with Qwest contain certain provisions directly  
5 relating to directory publishing. For example, paragraph 41.1.12 of MCImetro's  
6 Interconnection Agreement with Qwest ("MCImetro Agreement") provides:

7  
8 For white pages and yellow pages advertising, [Qwest] shall  
9 ensure that (a) [Qwest's] directory publisher sell such  
10 advertising on a nondiscriminatory basis to MCIIm Customers,  
11 (b) charges for such advertising will be billed by [Qwest's]  
12 directory publisher in the same manner as it bills for [Qwest's]  
customers' advertisements, and (c) MCIIm shall receive  
commissions or other compensation from [Qwest's] directory  
publisher on all compensation generated by such advertising at  
no less than the commission or compensation rate paid to  
[Qwest] or any of its Affiliates.

13 The MCImetro Agreement further provides: "MCIIm shall receive the same treatment as  
14 [Qwest] receives with respect to white and yellow page matters." MCImetro Agreement, ¶  
15 44.1.17. It also states that "[a]t no charge, [Qwest] shall ensure that each directory cover  
16 indicates inclusion of MCIIm customer listings." MCImetro Agreement, ¶ 44.1.15. Finally,  
17 paragraph 46 of the MCImetro Agreement provides:

18 [Qwest] and MCIIm agree that certain issues, such as yellow  
19 page advertising, directory distribution, access to call guide  
20 pages, and yellow page listings, will be the subject of  
21 negotiations between MCIIm and directory publishers,  
including [Qwest] Dex. [Qwest] acknowledges that MCIIm  
may request [Qwest] to facilitate discussions between MCIIm  
and [Qwest Dex].

22 Brooks Fiber Communications of Tucson's Interconnection Agreement with Qwest  
23 ("Brooks Agreement") contains similar provisions. Paragraph XIV.B.3. of the Brooks  
24 Agreement states: "[Qwest] will incorporate BROOKS Listings provided to [Qwest] in  
25 the white pages directory published on [Qwest's] behalf." The Brooks Agreement also  
26 provides:

1 [Qwest] and BROOKS agree that certain issues, such as  
2 yellow page advertising, directory distribution, access to call  
3 guide pages, yellow page listings, will be the subject of  
4 negotiations between BROOKS and directory publishers,  
including [Qwest Dex]. [Qwest] acknowledges that BROOKS  
may request [Qwest] to facilitate discussions between  
BROOKS and [Qwest Dex].

5 Brooks Agreement, ¶ XVI.

6 These provisions of the MCImetro Agreement and the Brooks Agreement clearly  
7 obligate Qwest to perform certain directory publishing services vis-à-vis Qwest Dex.

8 These provisions contemplate that Qwest will utilize its affiliated relationship with Qwest  
9 Dex in performing these obligations and in facilitating the relationship between WCom  
10 and Qwest Dex.<sup>1</sup> Accordingly, WCom has a substantial and direct interest in ensuring that  
11 these interests, as set forth in its interconnection agreements with Qwest, are protected.

12 **II. INTERVENTION WILL NOT UNDULY BROADEN THE ISSUES**

13 As set forth in its Notice of Sale, Request for Waiver or Application for Approval  
14 Pursuant to R14-2-803, certain of the agreements for which Qwest seeks approval,  
15 including the Publishing Agreement and the Directory License Agreement, govern the on-  
16 going relationship between Qwest and the new directory publishing company, Dex  
17 Holdings L.L.C. Presumably, these agreements control how Qwest will perform its  
18 directory publishing obligations under its wholesale interconnection agreements.

19 Although Qwest summarily concludes without discussion that “the regulated operations of  
20 Qwest will be unchanged by the proposed sale,” Qwest must support this allegation  
21 through this proceeding. Accordingly, the issues raised by WCom are before the  
22 Commission in this matter, and WCom’s intervention will not unduly broaden the scope of  
23 this proceeding.

24  
25 <sup>1</sup> Indeed, Checklist Item 8 requires Qwest to provide “white pages directory listings for  
26 customers of the other carrier’s telephone exchange service.” 47 U.S.C. §  
271(C)(2)(B)(viii).

1 **III. CONCLUSION**

2 For the foregoing reasons, WCom's Motion for Intervention should be  
3 granted.

4  
5  
6 RESPECTFULLY SUBMITTED this 13th day of November, 2002.

7 LEWIS AND ROCA

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15 ORIGINAL AND ten (10) copies  
16 of the foregoing hand-delivered  
17 this 13<sup>th</sup> day of November, 2002, to:

18 Arizona Corporation Commission  
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