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ORIGINAL
ARIZONA CORPORATION COMMISSION
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1
2 WILLIAM A. MUNDELL
CHAIRMAN
3 JIM IRVIN
COMMISSIONER
4 MARC SPITZER
COMMISSIONER

Arizona Corporation Commission

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AZ CORP COMMISSION
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CR

Docket No. RT-00000F-02-0271

5 IN THE MATTER OF QWEST
6 CORPORATION'S COMPLIANCE WITH
7 SECTION 252(e) OF THE
TELECOMMUNICATIONS ACT OF 1996.

8
9 **RUCO'S MOTION TO COMPEL**
(Expedited Ruling Requested)

10
11 Pursuant to Rule 37(a) of the Arizona Rules of Civil Procedure ("ARCP"), the
12 Residential Utility Consumer Office ("RUCO"), respectfully requests an Order compelling
13 Qwest Corporation ("Qwest") to disclose the names of the attorneys and other information
14 requested in RUCO's Data Request Numbers 17.1, 17.2, 17.3, 17.4, 17.5, 17.6¹, 18.4, 18.6,
15 and 18.7. Qwest Corporation has objected to the disclosure claiming that such information is
16 protected by the attorney-client privilege or is irrelevant to the issues in this proceeding. For
17 the following reasons, RUCO maintains that the information is not privileged, is relevant and
18 subject to disclosure. RUCO makes this motion in good faith and believes said disclosure is
19 reasonably calculated to lead to the discovery of admissible evidence.

20 RUCO requests that its testimony and the hearing date scheduled in the Procedural
21 Order of November 7, 2002 be continued at least one month as it intends to pursue further
22

23 ¹ Data Request # 17.6 inadvertently listed the wrong execution date for the agreements in question. The correct
24 date of the subject agreements was November 15, 2000. From its response, it appears that Qwest recognized
the mistake but still refused to identify the attorneys.

1 discovery which may include depositions upon disclosure of the subject information². The
2 delay caused by having to file this motion will make it impossible to meet the timetables
3 established in the Commission's Procedural Order of November 7, 2002.

4 **BACKGROUND**

5 On October 29, 2002, RUCO submitted to Qwest its Seventeenth Set of Data Requests.
6 With the exception of Data Request # 17.7, each Data Request asked for the names of the
7 Qwest attorneys whose decision it was to file or not file certain agreements (17.1, 17.2, 17.4,
8 17.5) or whose decision it was to structure the agreements in a particular way (17.3 and 17.6).
9 Those agreements are the core agreements upon which RUCO has formed the belief that
10 Qwest has knowingly violated state and federal laws. (Exhibit 1, Letter and RUCO's
11 Seventeenth Set of Data Requests)

12 On November 8, 2002, Qwest responded to RUCO's Seventeenth Set of Data
13 Requests. In response, Qwest objected to naming or identifying the attorneys who were
14 involved and citing the reasons for their actions claiming the disclosure was subject to the
15 attorney client privilege. (Exhibit 2, Letter and relevant Qwest Responses to RUCO's
16 Seventeenth Set of Data Requests)

17 On November 15, 2002, RUCO submitted to Qwest its Eighteenth Set of Data
18 Requests. Data Request #'s 18.4, 18.6, and 18.7 were follow-up questions to the answers
19 Qwest provided in response to RUCO's Seventeenth Set of Data Requests. Specifically, 18.4
20 questioned why Qwest filed Amendment No. 4 "jointly" (as Qwest referred to it in response to
21 RUCO DR # 17.2), 18.6 questioned why Eschelon and not Qwest filed the Seventh
22

23 ² RUCO joins in Staff's Motion For Extension Of Time with the caveat that the extension be four weeks instead of
24 two weeks.

1 Amendment³, and 18.7 questioned the transactions and parties involved in the November 15,
2 2000, agreements with Eschelon. (Exhibit 3, Letter and RUCO's Eighteenth Set of Data
3 Requests)

4 On November 25, 2002, Qwest responded to RUCO's Eighteenth Set of Data Requests.
5 In response, Qwest refused to answer claiming that conversations it had with other parties
6 regarding the subject matter in question was irrelevant (18.4, 18.6) or Qwest's response was
7 evasive (18.7). (Exhibit 4, Letter and relevant Qwest Responses to RUCO's Eighteenth Set of
8 Data Requests)

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11 **THE IDENTITY OF THE ATTORNEYS INVOLVED IN DECIDING OR RECOMMENDING TO**
12 **FILE THE LISTED AGREEMENTS IS NOT PROTECTED BY THE ATTORNEY CLIENT**
13 **PRIVILEGE.**

14 Qwest's reliance on the attorney-client privilege to protect the disclosure of the names
15 of the attorneys involved is misplaced. Our Supreme Court has addressed the use of the
16 attorney-client privilege in the case of a fraud perpetrated by the client in *Buell v. Superior*
17 *Court*, 96 Ariz. 62, 391 P.2d 919 (1964) (as quoted in *Pearce v. Stone* 149 Ariz. 567, 572-573
18 (App. 1986)). In *Buell*, the Supreme Court held that a prima facie showing of fraud on the part
19 of the client defeats the attorney -client privilege. The Court noted:

20 There is a privilege protecting communications between attorney
21 and client. The privilege takes flight if the relation is abused. A
22 client who consults an attorney for advice that will serve him in the
23 commission of a fraud will have no help from the law. He must let
24 the truth be told ...To drive the privilege away, there must be
something to give color to the charge; there must be "prima facie
evidence that it has some foundation in fact".

23 ³ Part of RUCO DR #18.6 followed up on Qwest's response to RUCO's DR # 17.5 that Qwest filed the Seventh
24 Amendment. In a supplemental response to RUCO's DR #17.5, Qwest corrected its response acknowledging
that Eschelon filed the Seventh Amendment.

1 Id. at 68, 391 P. 2d at 294 (quoting *Clark v. United States*, 289 U.S. 1, 15, 53 S.Ct. 465, 469,
2 77 L.Ed. 993, 1000 (1933)). Moreover, the fact that this matter is civil and not criminal does
3 not defeat the fraud exception to the attorney-client privilege. See *Pearce v. Stone* 149 Ariz.
4 567, 572-573 (App. 1986)

5 RUCO has met its burden of establishing a prima facie case of fraud in its filing of
6 August 29, 2002. RUCO has alleged, and supported with documentary evidence, that Qwest
7 pursued a scheme with Eschelon and McLeod to deceive this Commission and the public. See
8 RUCO's Comments and Report dated August 29, 2002. Qwest, along with Eschelon and
9 McLeod, knowingly and intentionally violated state and federal laws in furtherance of their
10 scheme. In response, Qwest publicly claims a lack of a precise standard determining what its
11 filing obligations are under Section 252 as the reason it failed to file the agreements. Qwest's
12 Response to Supplemental Staff Report (August 29, 2002) at 18-21.

13 Since RUCO filed its report, the Minnesota Public Utilities Commission has found that
14 Qwest knowingly and intentionally violated state and federal laws by failing to file
15 interconnection agreements, many of which are the same agreements which are the subject of
16 RUCO's Seventeenth and Eighteenth Set of Data Requests.⁴ The Minnesota findings are
17 consistent with and lend support to RUCO's allegations. Viewed in its totality, the evidence
18 supports a prima facie showing that Qwest has committed a fraud.

19 At a minimum, RUCO requests the identity of Qwest's attorney's which is not
20 confidential information. RUCO will use this information in its investigation of communications
21 between Qwest and attorneys from Eschelon and McLeod that Qwest consulted. This
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23
24 ⁴ See Order Adopting ALJ's Report and Establishing Comment Period Regarding Remedies issued on November
1, 2002, a copy of which RUCO filed with this Commission on November 14, 2002.

1 information is necessary in explaining the discrepancy between what Qwest has publicly stated
2 as the reason for not filing the listed agreements, and what Qwest has told RUCO in discovery.

3 Publicly, Qwest has cited a lack of a precise standard determining what its filing
4 obligations are under Section 252 as the reason it failed to file certain agreements. Qwest's
5 Response to Supplemental Staff Report (August 29, 2002) at 18-21. Qwest argues, "... there
6 was no standard for determining what types of voluntarily negotiated agreements had to be
7 filed..." and that Qwest "...attempted in good faith to comply with Section 252(e)'s imprecise
8 language." Qwest's Response to Supplemental Staff Report (August 29, 2002) at 2. In
9 discovery, however, Qwest objects to naming the attorneys and explaining their attorneys
10 reasons for not filing the agreements at the time they were executed, claiming the attorney-
11 client privilege. Exhibit 2. For the same reason, Qwest refuses to name the attorneys and
12 their reasons for filing certain agreements and not others.

13 RUCO has alleged, and still maintains, that the filings (or lack of filings) in question
14 were part of a scheme by Qwest, McLeod and Eschelon to deceive this Commission and the
15 public. RUCO is entitled to know the names of the attorneys in order to ascertain non-
16 privileged communications such as conversations between Qwest's attorneys and McLeod's
17 attorneys.⁵ *Granger v. Wisner*, 134 Ariz. 377, 379-380, 656 P. 2d 1238, 1240-1241 (1982)
18 (attorney-client privilege does not extend to facts which are not part of the attorney-client
19 communications). Likewise, communications between Qwest's attorneys and Eschelon's
20 attorneys are discoverable. *Id.* (attorney-client privilege does not apply to information or facts

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24 ⁵ In response to RUCO's discovery requests, Eschelon has identified two Qwest attorneys involved in the negotiation process. Nonetheless, in view of the inconsistent stories RUCO is receiving, RUCO is entitled to verify and determine if other Qwest attorneys were involved and in what capacity. Moreover, there seems to be a distinction between attorneys acting in a legal role and attorneys acting in some other capacity which RUCO is investigating.

1 acquired by the attorney from non-client sources). To the extent that RUCO seeks non-
2 privileged communications to explain the inconsistencies in Qwest's explanation or for any
3 other relevant point, Qwest should not be able to use the privilege as a shield from disclosure.

4 WHEREFORE, RUCO requests an Order requiring Qwest to disclose the information
5 requested in RUCO's DR Nos. 17.1-17.6, 18.4, 18.6, and 18.7.

6 RESPECTFULLY SUBMITTED this 3rd day of December, 2002.

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9 Daniel W. Pozefsky
10 Staff Attorney

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21
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1 AN ORIGINAL AND THIRTEEN COPIES
2 of the foregoing filed this 3rd day
of December, 2002 with:

3 Docket Control
4 Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

5 COPIES of the foregoing hand delivered/
6 mailed this 3rd day of December, 2002 to:

7 Jane L. Rodda
Administrative Law Judge
Hearing Division
8 Arizona Corporation Commission
400 West Congress Street, Room 222
Tucson, Arizona 85701

Mark Dioguardi
Tiffany and Bosco, P.A.
500 Dial Tower
1850 North Central Avenue
Phoenix, Arizona 85004

9 Maureen Scott
10 Legal Division
Arizona Corporation Commission
1200 West Washington
11 Phoenix, Arizona 85007

Curt Huttzell
Electric Lightwave, Inc.
4 Triad Center, Suite 200
Salt Lake City, UT 84180

12 Ernest Johnson, Director
Utilities Division
13 Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Jeffrey W. Crockett
Snell & Wilmer
One Arizona Center
Phoenix, Arizona 85004-0001

14 Timothy Berg
15 Theresa Dwyer
Fennemore Craig, P.C.
3003 North Central Ave., Suite 2600
16 Phoenix, Arizona 85012

Darren S. Weingard
Stephen H. Kukta
Sprint Communications Company L.P.
1850 Gateway Drive, 7th Floor
San Mateo, California 94404-2467

17 Maureen Arnold
Qwest Corporation
18 3033 North Third Street, Room 1010
Phoenix, Arizona 85012

Andrew O. Isar
TRI
4312 92nd Ave., N.W.
Gig Harbor, Washington 98335

19 Andrew Cain
Qwest Corporation
20 1801 California Street, 4900
Denver, Colorado 80202

Cox Communications
Cox Arizona Telecom LLC
20401 North 29th Ave.
Phoenix, Arizona 85027

21 Michael M. Grant
Todd C. Wiley
22 Gallagher & Kennedy, P.A.
2575 East Camelback Road
23 Phoenix, Arizona 85016-9225

Richard M. Rindler
Morton J. Posner
Swidler, Berlin, Shereff, Friedman, LLP
3000 K Street, NW, Suite 300
Washington, DC 20007-5116

24

1	Raymond S. Heyman Roshka Heyman & DeWulf, PLC One Arizona Center 400 East Van Buren Street, Suite 800 Phoenix, Arizona 85004	Diane Bacon, Legislative Director Communications Workers of America 5818 North 7th Street, Suite 206 Phoenix, Arizona 85014-5811
2		
3	Charles Kallenbach American Communications Services, Inc. 131 National Business Parkway Annapolis Junction, Maryland 20701	Mark N. Rogers Excell Agent Services, L.L.C. PO Box 52092 Phoenix, Arizona 85072-2092
4		
5		
6	Thomas F. Dixon Worldcom, Inc. 707 17th Street, Suite 3900 Denver, Colorado 80202	Traci Grundon Davis Wright Tremaine, LLP 1300 S.W. Fifth Ave., Suite 2300 Portland, Oregon 97201
7		
8	Richard S. Wolters AT&T & TCG 1875 Lawrence Street, Suite 1575 Denver, Colorado 80202	Lyndall Nipps Director, Regulatory Allegiance Telecom, Inc. 845 Camino Sure Palm Springs, California 92262
9		
10	Joyce Hundley U.S. Department of Justice Antitrust Division 1401 H St., NW, Suite 8000 Washington, DC 20530	M. Andrew Andrade 5261 S. Quebec Street, Suite 150 Greenwood Village, Colorado 80111
11		
12		
13	Joan Burke Osborn Maledon 2929 North Central Ave., 21st Fl. P.O. Box 36379 Phoenix, Arizona 85067-6379	Megan Doberneck Senior Counsel Covad Communications Company 7901 Lowry Blvd. Denver, Colorado 80230
14		
15	Gregory Hoffman AT&T 795 Folsom Street, Room 2159 San Francisco, California 94107-1243	Al Sterman Arizona Consumers Council 2849 East 8th Street Tucson, Arizona 85716
16		
17	Daniel Waggoner Davis Wright Tremaine 2600 Century Square 1501 Fourth Ave. Seattle, Washington 98101-1688	Brian Thomas Time Warner Telecom, Inc. 223 Taylor Avenue North Seattle, WA 98109
18		
19		
20	Douglas Hsiao Jim Scheltema Blumenfeld & Cohen 1625 Massachusetts Ave., N.W. Suite 300 Washington, DC 20036	Jon Poston Arizonans for Competition in Telephone Service 6733 East Dale Lane Cave Creek, Arizona 85331-6561
21		
22		
23		
24		

1	Eric S. Heath Sprint Communications Company L.P. 100 Spear Street, Suite 930 San Francisco, CA 94105	David Conn McLeod USA P.O. Box 3177 Cedar Rapids, IA 52406-3177
2		
3	Philip Doherty 545 S. Prospect St., Suite 22 Burlington, VA 05401	Frederick Joyce Alston & Bird, LLP 601 Pennsylvania Ave., NW Washington, DC 20004-2601
4		
5	Andrea Harris Allegiance Telecom Inc of Arizona 2101 Webster, Suite 1580 Oakland, CA 94612	John Munger Munger Chadwick 333 North Willmot #300 Tucson, AZ 85711
6		
7	Kevin Chapman SBC Telecom 300 Convent St., Room 13-Q-40 San Antonio, TX 78205	Deborah Harwood Integra Telecom of Arizona 19545 NW Von Newman Dr., Suite 200 Beaverton, OR 97006
8		
9	Richard Sampson Z-Tel Communications 601 S. Harbour Island, Suite 220 Tampa, FL 33602	Bob McCoy William Local Network 4100 One Williams Center Tulsa, OK 74172
10		
11	Gary L. Lane 6902 E. First St., Suite 201 Scottsdale, AZ 85251	Teresa Tan Worldcom, Inc. 201 Spear St., 9 th Floor San Francisco, CA 94105
12		
13	Steven Strickland SBC Telecom 5800 Northwest Parkway, Room 1T40 San Antonio, TX 78249	Rodney Joyce Shook Hardy & Bacon, LLP 600 14 th St., NW, Suite 800 Washington, DC 20005-2004
14		
15	Richard Kolb One Point Communications 150 Field Dr., Suite 300 Lake Forest, IL 60045	Diane Peters Global Crossing 180 South Clinton Ave Rochester, NY 14646
16		
17	Steven Duffy Ridge & Isaacson 3101 N. Central Ave., Suite 1090 Phoenix, AZ 85012	Gerry Morrison Map Mobile Communications 840 Greenbrier Circle Chesapeake, VA 23320
18		
19	Dennis Ahlers Eschelon Telecom 730 Second Ave South, Suite 1200 Minneapolis, MN 55402	Metrocall, Inc. 6677 Richmond Highway Alexandria, VA 22306
20		
21	Dennis Doyle Arch Communications Group 1800 West Park Dr., Suite 250 Westborough, MA 01581-3912	Paul Masters Ernest Communications 6475 Jimmy Carter Blvd, Suite 300 Norcross, GA 30071
22		
23		
24		

- 1 Rex Knowles
XO
- 2 111 E. Broadway, Suite 100
Salt Lake City, UT 84111
- 3 Teresa Ono
AT&T
- 4 795 Folsom St., Room 2159
San Francisco, CA 94107-1243
- 5 Penny Bewick
New Edge Networks
- 6 P.O. Box 5159
Vancouver, WA 98668
- 7 David Kaufman
E.Spire Communications
- 8 343 W. Manhattan St.
Santa Fe, NM 87501
- 9 Bob Edgerly
Nextel West Corporation
- 10 2001 Edmund Halley Dr.
Reston, VA 20131
- 11 McLeodUSA Telecommunications Services
Attention: Law Group
- 12 P.O. Box 3177
Cedar Rapids, IA 52406-3177
- 13 Steven Sager
McLeodUSA Telecommunications Services
- 14 215 S. State St.
Salt Lake City, UT 84111
- 15 Gary Kopta
Davis Wright Tremaine LLP
- 16 1501 Fourth Avenue
Seattle, WA 98101
- 17 Thomas H. Campbell
Lewis & Roca
- 18 40 North Central Avenue
Suite 1900
- 19 Phoenix, AZ 85004
- 20 Harry Pliskin
Senior Counsel
- 21 Covad Communications Company
7901 Lowry Blvd.
- 22 Denver, CO 80230

23 By 
24 Jennifer Rumph

EXHIBIT 1



RESIDENTIAL UTILITY CONSUMER OFFICE

1110 WEST WASHINGTON • SUITE 220 • PHOENIX, ARIZONA 85007 • (602) 364-4835 • FAX: (602) 364-4846

Jane Dee Hull
Governor

Lindy Funkhouser
Director

October 29, 2002

Timothy Berg, Esq.
Fennemore Craig
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

**VIA FACSIMILE
ORIGINAL MAILED**

Re: RUCO's Seventeenth Set of Data Requests to Qwest Corporation, ACC
Docket No. RT-00000F-02-0271.

Dear Mr. Berg:

Attached is the Residential Utility Consumer Office's ("RUCO") Seventeenth Set of Data Requests to Qwest Corporation ("Company"). Please provide your responses within 10 days of receipt. Accordingly, RUCO should expect to receive the Company's response on or before Friday, November 8, 2002.

Please indicate the person or persons responsible for compilation of the information provided in response to these Data Requests, and the witness to whom questions regarding that information should be directed.

These requests are continuing in nature. Accordingly, the Company is requested to supplement prior responses if it receives or generates additional information, reports, or other data within the scope of these data requests between the time of the original response and the hearing.

If any request is considered overly burdensome or would require the production of a voluminous amount of material, contact me at RUCO as soon as possible to discuss clarification or possible limits to the Company's response.

RUCO's Seventeenth Set of Data Requests
October 29, 2002
Page 2

The definitions and explanations that were attached to RUCO's First Set of Data Requests to Qwest Corporation are incorporated, by reference, into this set of requests.

If you have any questions, please do not hesitate to contact me. Thank you for your time and cooperation.

Very truly yours,

Daniel Pozefsky
Attorney, RUCO

RUCO'S SEVENTEENTH SET OF DATA REQUESTS TO QWEST

- 17.1 For each of the following Agreements, identify the name(s) of the attorney(s) who drafted, negotiated and approved the terms of the Agreement. Please identify the name(s) of the attorney(s) who's decision and/or recommendation it was to file or not file the respective agreement with the Arizona Corporation Commission at or about the time the Agreement was executed, and the reasons for their decision. If the Agreement was filed recently, please identify the attorney who made the recommendation and/or decision.
1. The two Purchase Agreements between McLeod USA and Qwest executed on October 26, 2000.
 2. Amendment No. 4 to the Interconnection Agreement between McLeod USA and Qwest Corporation executed on October 26, 2000 and filed in Arizona on December 26, 2000 by McLeod USA.
 3. The Confidential Billing Settlement Agreement between McLeod USA and Qwest executed on September 29, 2000.
 4. Confidential Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on September 29, 2000.
 5. Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on October 26, 2000.
 6. Confidential Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on October 26, 2000
 7. The oral agreement entered into between Qwest and McLeod USA in 2000 wherein Qwest agreed to give McLeod 10% discounts on volume purchases.
- 17.2 With regard to Amendment No. 4 identified in 17.1 (2), please identify whether it was Qwest's decision or McLeod's to file in Arizona. If Qwest's, please list the attorney(s) responsible for that decision and/or recommendation. If McLeod's, did Qwest request that McLeod file it, and if so who in Qwest made the request,

and an explanation why that request was made. Please explain why Qwest did not file the Amendment.

17.3 Please explain why the agreements executed on October 26, 2000 between Qwest and McLeod USA were not incorporated into one agreement. Please list the individual(s) including attorneys responsible for that decision and/or recommendation. Please explain the legal basis for that decision.

17.4 For each of the following Agreements, identify the name(s) of the attorney(s) who drafted, negotiated and approved the terms of the Agreement. Please identify the name(s) of the attorney(s) who's decision and/or recommendation it was to file or not file the respective agreement with the Arizona Corporation Commission at or about the time the Agreement was executed, and the reasons for their decision and/or recommendation. If the Agreement was filed recently, please identify the attorney who made the recommendation and/or decision.

1. Confidential Amendment to Confidential/Trade Secret Stipulation executed by Qwest and Eschelon on November 15, 2000.

2. Confidential Purchase Agreement between Eschelon and Qwest executed on November 15, 2000.

3. Seventh Amendment to the Interconnection Agreement between Eschelon USA and Qwest Corporation dated November 15, 2000 and filed in Arizona on December 22, 2000 by Eschelon USA.

4. The Confidential Letter Agreement executed by Qwest and Eschelon on November 15, 2000.

5. Confidential Billing Settlement Agreement executed by Qwest and Eschelon on November 15, 2000.

17.5 With regard to the Seventh Amendment identified in 17.4 (3), please identify whether it was Qwest's decision or Eschelon's to file in Arizona. If Qwest's, please list the attorney(s) responsible for that decision and/or recommendation. If Eschelon's, did Qwest request that Eschelon file it, and if so who in Qwest made the request, and an explanation why that request was made.

17.6 Please explain why the agreements executed on October 26, 2000 between Qwest and Eschelon were not incorporated into one agreement. Please list the individual(s) including attorneys responsible for that decision and/or recommendation. Please explain the legal basis for that decision and/or recommendation.

17.7 Is Audrey McKenney still employed with Qwest? If not, please state her termination date, the circumstances and reasons for her termination, whether or

not she received a severance package, and if so, the terms of the severance package, her last known address and phone number. If any notice was given by either Ms. McKenney or Qwest, please provide a copy of said notice.

EXHIBIT 2

3033 North Third Street, Suite 1010
Phoenix, Arizona 85012
Office 602-630-8255
Fax 602-235-3107

Monica Luckritz
Manager - Policy and Law



November 8, 2002

Daniel Pozefsky, Attorney
RUCO
1110 West Washington, Suite 220
Phoenix, AZ 85007

Dear Mr. Pozefsky:

Re: Qwest Corporation
Docket No. T-00000F-02-0271

Enclosed please find Qwest Corporation's responses to RUCO 17-001, -002, -003, -004, -005, -006 and -007 in RUCO's seventeenth set of data requests in the above referenced docket.

If you have questions, please contact me.

Very truly yours,

Enclosures

RECEIVED
STATE OF ARIZONA
REGULATORY UTILITY
COMMISSION SERVICE
NOV 0 4 35 PM '02

Arizona
RT-00000F-02-0271
RUCO 17-001

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 001

For each of the following Agreements identify the name(s) of the attorney(s) who drafted, negotiated and approved the terms of the Agreement Please identify the name(s) of the attorney(s) who's decision and/or recommendation it was to file or not file the respective agreement with the Arizona Corporation Commission at or about the time the Agreement was executed, and the reasons for their decision. If the Agreement was filed recently, please identify the attorney who made the recommendation and/or decision.

1. The two Purchase Agreements between McLeod USA and Qwest executed on October 26, 2000.
2. Amendment No. 4 to the Interconnection Agreement between McLeod USA and Qwest Corporation executed on October 26, 2000 and filed in Arizona on December 26, 2000 by McLeod USA.
3. The Confidential Billing Settlement Agreement between McLeod USA and Qwest executed on September 29, 2000.
4. Confidential Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on September 29, 2000.
5. Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on October 26, 2000.
6. Confidential Amendment to Confidential Billing Settlement Agreement entered into between McLeod USA and Qwest executed by Qwest and McLeod on October 26, 2000.
7. The oral agreement entered into between Qwest and McLeod USA in 2000 wherein Qwest agreed to give McLeod 10% discounts on volume purchases.

RESPONSE:

Qwest objects to this request on the grounds that it seeks information protected by the attorney-client privilege and the work product doctrine. In particular, Qwest objects to any questions asking for identification of attorneys who "drafted," "approved," or "made decisions or recommendations" regarding the listed agreements, because the question assumes and requests confirmation of communications between attorneys and clients, as well as attorney work product. Accordingly such questions are privileged under the attorney-client privilege and work product doctrines.

As to the aspect of the request that seeks information regarding attorneys who "negotiated" the listed agreements, attorney(s) for Qwest attended negotiation sessions, but they were not the negotiators of such agreements. Further, Qwest denies that there was an "oral agreement" giving McLeod a 10%

discount on purchases.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 17-002

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 002

With regard to Amendment No.4 identified in 17.1 (2), please identify whether it was Qwest's decision or McLeod's to file in Arizona. If Qwest's, please list the attorney(s) responsible for that decision and/or recommendation. If McLeod's, did Qwest request that McLeod file it, and if so who in Qwest made the request, and an explanation why that request was made. Please explain why Qwest did not file the Amendment.

RESPONSE:

Qwest objects to this request on the grounds that it seeks information protected by the attorney-client privilege and the work product doctrine. In particular, Qwest objects to any questions asking for identification of attorneys who "made decisions or recommendations" regarding the listed agreement, because the question assumes and requests confirmation of communications between attorneys and clients, as well as attorney work product. Accordingly such questions are privileged under the attorney-client privilege and work product doctrines.

Without waiving these objections, Qwest responds that the premise to this request is incorrect because McLeod and Qwest jointly filed this Amendment as stated in McLeod's cover letter.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 17-003

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 003

Please explain why the agreements executed on October 26, 2000 between Qwest and McLeod USA were not incorporated into one agreement. Please list the Individual(s) including attorneys responsible for that decision and/or recommendation. Please explain the legal basis for that decision.

RESPONSE:

Qwest objects to this request on the grounds that it seeks information unlikely to lead to the discovery of admissible evidence and protected by the attorney-client privilege and the work product doctrine. Subject to and without waiving these objections, the transactions are structured to reflect different transactions among different parties.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 17-004

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 004

For each of the following Agreements, identify the name(s) of the attorney(s) who drafted, negotiated and approved the terms of the Agreement. Please identify the name(s) of the attorney(s) who's decision and/or recommendation it was to file or not file the respective agreement with the Arizona Corporation Commission at or about the time the Agreement was executed, and the reasons for their decision and/or recommendation. If the Agreement was filed recently, please identify the attorney who made the recommendation and/or decision.

1. Confidential Amendment to Confidential/Trade Secret Stipulation executed by Qwest and Eschelon on November 15, 2000.
2. Confidential Purchase Agreement between Eschelon and Qwest executed on November 15, 2000.
3. Seventh Amendment to the Interconnection Agreement between Eschelon USA and Qwest Corporation dated November 15, 2000 and filed in Arizona on December 22, 2000 by Eschelon USA.
4. The Confidential Letter Agreement executed by Qwest and Eschelon on November 15, 2000.
5. Confidential Billing Settlement Agreement executed by Qwest and Eschelon on November 15, 2000.

RESPONSE:

Qwest also objects to this request on the grounds that it seeks information protected by the attorney-client privilege and the work product doctrine. In particular, Qwest objects to any questions asking for identification of attorneys who "drafted," "approved," or "made decisions or recommendations" regarding the listed agreements, because the question assumes and requests confirmation of communications between attorneys and clients, as well as attorney work product. Accordingly, such questions are privileged under the attorney-client privilege and work product doctrines.

As to the aspect of the request that seeks information regarding attorneys who "negotiated" the listed agreements, attorney(s) for Qwest attended negotiation sessions, but they were not the negotiators of such agreements.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 17-005

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 005

With regard to the Seventh Amendment identified in 17.4 (3), please identify whether it was Qwest's decision or Eschelon's to file in Arizona. If Qwests, please list the attorney(s) responsible for that decision and/or recommendation.

RESPONSE:

Qwest objects to this request on the grounds that it seeks information protected by the attorney-client privilege and the work product doctrine. In particular, Qwest objects to any questions asking for identification of attorneys who "made decisions or recommendations" regarding the listed agreement, because the question assumes and requests confirmation of communications between attorneys and clients, as well as attorney work product. Accordingly, such questions are privileged under the attorney-client privilege and work product doctrines.

Without waiving these objections, the Seventh Amendment was filed by Qwest.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 17-006

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 006

Please explain Why the agreements executed on October 25, 2000 between Qwest and Eschelon were not incorporated into one agreement. Please list the individual(s) including attorneys responsible for that decision and/or recommendation. Please explain the legal basis for that decision and/or recommendation.

RESPONSE:

Qwest objects to this request on the grounds that it seeks information unlikely to lead to the discovery of admissible evidence and protected by the attorney-client privilege and the work product doctrine. Without waiving these objections, Qwest is not aware of any agreements executed by Eschelon and Qwest on October 26, 2000. The parties did sign multiple agreements on November 15, 2000 to reflect different transactions.

Respondent: Legal

EXHIBIT 3

COPY



RESIDENTIAL UTILITY CONSUMER OFFICE

1110 WEST WASHINGTON • SUITE 220 • PHOENIX, ARIZONA 85007 • (602) 364-4835 • FAX: (602) 364-4846

Jane Dee Hull
Governor

Lindy Funkhouser
Director

November 15, 2002

Timothy Berg, Esq.
Fennemore Craig
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012-2913

**VIA FACSIMILE
ORIGINAL MAILED**

Re: RUCO's Eighteenth Set of Data Requests to Qwest Corporation, ACC
Docket No. RT-00000F-02-0271.

Dear Mr. Berg:

Attached is the Residential Utility Consumer Office's ("RUCO") Eighteenth Set of Data Requests to Qwest Corporation ("Company"). Please provide your responses within 10 days of receipt. Accordingly, RUCO should expect to receive the Company's response on or before Monday, November 25, 2002.

Please indicate the person or persons responsible for compilation of the information provided in response to these Data Requests, and the witness to whom questions regarding that information should be directed.

These requests are continuing in nature. Accordingly, the Company is requested to supplement prior responses if it receives or generates additional information, reports, or other data within the scope of these data requests between the time of the original response and the hearing.

If any request is considered overly burdensome or would require the production of a voluminous amount of material, contact me at RUCO as soon as possible to discuss clarification or possible limits to the Company's response.

RUCO's Eighteenth Set of Data Requests
November 15, 2002
Page 2

The definitions and explanations that were attached to RUCO's First Set of Data Requests to Qwest Corporation are incorporated, by reference, into this set of requests.

If you have any questions, please do not hesitate to contact me. Thank you for your time and cooperation.

Very truly yours,

A handwritten signature in black ink, consisting of a large, stylized initial 'D' followed by a horizontal line extending to the right.

Daniel Pozefsky
Attorney, RUCO

IN THE MATTER OF
QWEST CORPORATION'S
COMPLIANCE WITH SECTION 252(E) OF
THE TELECOMMUNICATIONS ACT OF 1996

Docket No. RT-00000F-02-0271
Docket No. T-00000A-97-0238

RUCO'S EIGHTEENTH SET OF DATA REQUESTS TO QWEST

- 18.1 Please provide a copy of the audit performed by Arthur Anderson in 2001 regarding the switched access minutes dispute between Qwest and Eschelon.
- 18.2 Please identify the names of the attorneys for McLeod who negotiated the agreements listed in RUCO's DR # 17.1. Please identify the names of the McLeod attorneys who either agreed or recommended that the terms of the agreements executed on October 26, 2000 not be incorporated into one agreement.
- 18.3 Please identify the names of the attorneys for Eschelon who negotiated the agreements listed in RUCO's DR # 17.4. Please identify the names of the Eschelon attorneys who either agreed or recommended that the terms of the agreements executed on November 15, 2000 not be incorporated into one agreement.
- 18.4 Please explain why Amendment No. 4 identified in RUCO's 17.1 (2) was filed jointly with McLeod and not solely by Qwest. Who (the person) proposed that Amendment No. 4 be filed jointly? Did Qwest believe at the time it was the responsibility of McLeod or Qwest to file the agreement? Did Qwest ever believe it was the sole responsibility of McLeod to file Amendment No. 4 or any of the agreements listed in DR #17.1?
- 18.5 Please identify the "different parties" described in Qwest's response to RUCO's DR # 17-3
- 18.6 When was the Seventh Amendment identified in RUCO's DR #17.4 (3) filed by Qwest? If filed by Qwest after December 2000, why did Qwest file it again after Eschelon filed it on December 22, 2000 in Arizona? Why was the December 22, 2000 filing of the Seventh Amendment filed by Eschelon solely and not jointly with Qwest? Did Qwest ever ask Mr. Richard Smith or any employee of Eschelon to file the Seventh Amendment in Arizona? If yes, who in Qwest made the request, was it in writing, when was it made, and to who was it made? (Please provide any written correspondence). At the time the Seventh Amendment was executed, did Qwest believe it was Qwest's responsibility or Eschelon's to file the Seventh Amendment in Arizona?

IN THE MATTER OF
QWEST CORPORATION'S
COMPLIANCE WITH SECTION 252(E) OF
THE TELECOMMUNICATIONS ACT OF 1996

Docket No. RT-00000F-02-0271
Docket No. T-00000A-97-0238

18.7 In Response to RUCO's DR #17.6, did the agreements signed on November 15, 2000 with Eschelon reflect different transactions with different parties? If yes, please identify the different parties.

EXHIBIT 4

3033 North Third Street, Suite 1010
Phoenix, Arizona 85012
Office 602-630-8255
Fax 602-235-3107

Monica Luckritz
Manager - Policy and Law



November 25, 2002

Daniel Pozefsky, Attorney
RUCO
1110 West Washington, Suite 220
Phoenix, AZ 85007

Dear Mr. Pozefsky:

Re: Qwest Corporation
Docket No. T-00000F-02-0271

Enclosed please find Qwest Corporation's responses to RUCO 18-001, -002, -003, -004, -005, -006 and -007 in RUCO's eighteenth set of data responses.

If you have questions, please contact me.

Very truly yours,

Enclosures

RECEIVED
STATE OF ARIZONA
RESIDENTS UTILITY
COMMISSION OFFICE
NOV 25 12 14 PM '02

Arizona
RT-00000F-02-0271
RUCO 18-004

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 004

Please explain why Amendment No. 4 identified in RUCO's 17.1 (2) was filed jointly with McLeod and not solely by Qwest. Who (the person) proposed that Amendment No. 4 be filed jointly? Did Qwest believe at the time it was the responsibility of McLeod or Qwest to file the agreement? Did Qwest ever believe it was the sole responsibility of McLeod to file Amendment No. 4 or any of the agreements listed in DR #17.1?

RESPONSE:

Qwest objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence, because this docket is addressing contracts that were not filed, not contracts that were filed. Without waiving these objections, Qwest responds that the Amendment was filed. Conversations among McLeod and Qwest employees regarding the method of filing are irrelevant to the issues raised in this docket.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 18-006

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 006

When was the Seventh Amendment identified in RUCO's DR #17.4 (3) filed by Qwest? If filed by Qwest after December 2000, why did Qwest file it again after Eschelon filed it on December 22, 2000 in Arizona? Why was the December 22, 2000 filing of the Seventh Amendment filed by Eschelon solely and not jointly with Qwest? Did Qwest ever ask Mr. Richard Smith or any employee of Eschelon to file the Seventh Amendment in Arizona? If yes, who in Qwest made the request, was it in writing, when was it made, and to who was it made? (Please provide any written correspondence). At the time the Seventh Amendment was executed, did Qwest believe it was Qwest's responsibility or Eschelon's to file the Seventh Amendment in Arizona?

RESPONSE:

Qwest objects to this interrogatory on the grounds that it is overly broad, unduly burdensome, not reasonably calculated to lead to the discovery of admissible evidence and beyond the scope of this investigation, because this docket is addressing contracts that were not filed, not contracts that were filed. Without waiving these objections, the Amendment was filed with this Commission. Conversations among Eschelon and Qwest employees regarding the method of filing of the Amendment are irrelevant to the issues raised in this docket.

Respondent: Legal

Arizona
RT-00000F-02-0271
RUCO 18-007

INTERVENOR: Residential Utility Consumer Office

REQUEST NO: 007

In Response to RUCO's DR #17.6, did the agreements signed on November 15, 2000 with Eschelon reflect different transactions with different parties? If yes, please identify the different parties.

RESPONSE:

Qwest objects to this interrogatory on the grounds that it is overly broad, not reasonably calculated to lead to the discovery of admissible evidence and beyond the scope of this investigation. Without waiving these objections, the agreements are between Qwest Corporation and Eschelon, and the documents and contracts provide the information relating to the different transactions entered into by the parties.

Respondent: Legal