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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

AT&T CORP. and AT&T
COMMUNICATIONS OF THE PACIFIC
NORTHWEST, INC.,
Complainants,
vs.
QWEST CORPORATION,
Respondent.

Docket No. UT-041394

QWEST’S SECOND SET OF DATA
REQUESTS TO AT&T CORP. AND
AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC.

TO: AT&T CORP. and AT&T COMMUNICATIONS OF THE PACIFIC NORTHWEST, INC.

Pursuant to WAC 480-07-400 Qwest Corporation (“Qwest”) requests that AT&T Corp. and AT&T Communications of the Pacific Northwest, Inc. provide responses to the following data requests to the undersigned within ten (10) business days of the date of service of these requests:

DEFINITIONS

As used herein, the following terms have the meaning as set forth below:

1. The terms “AT&T,” “you,” and “your” shall include AT&T Corp. and AT&T Communications of the Pacific Northwest, Inc. and their attorneys, employees, servants, agents and representatives, and any person acting on their behalf for any purpose.

2. “List,” “describe,” “detail,” “explain,” “specify,” or “state” shall mean to set forth fully, in detail and unambiguously, each and every fact of which you, your company or

1 your agents or representatives have knowledge which is relevant to the answer called for by the
2 data request.

3 3. The terms “document,” “documents,” or “documentation” as used herein shall
4 include, without limitation, any writings and documentary material of any kind whatsoever,
5 both originals and copies (regardless of origin and whether or not including additional writing
6 thereon or attached thereto), and any and all drafts, preliminary versions, alterations,
7 modifications, revisions, changes and written comments of and concerning such material,
8 including, but not limited to: correspondence, letters, memoranda, internal communications,
9 notes, reports, directions, studies, investigations, questionnaires and surveys, inspections,
10 permits, citizen complaints, studies, papers, files, books, manuals, instructions, records,
11 pamphlets, forms, contracts, contract amendments or supplements, contract offers, tenders,
12 acceptances, counteroffers or negotiating agreements, notices, confirmations, telegrams,
13 communications sent or received, print-outs, diary entries, calendars, tables, compilations,
14 tabulations, charts, graphs, maps, recommendations, ledgers, accounts, worksheets,
15 photographs, tape recordings, movie pictures, videotapes, transcripts, logs, work papers,
16 minutes, summaries, notations and records of any sort (printed, electronic, recorded or
17 otherwise) of any oral communications whether sent or received or neither, and other written
18 records or recordings, in whatever form, stored or contained in or on whatever medium
19 including computerized or digital memory or magnetic media that:

- 20 (a) are now or were formerly in your possession, custody or control; or
21 (b) are known or believed to be responsive to these data requests, regardless of who
22 has or formerly had custody, possession or control.

23 4. The terms “identify” and “identity,” when used with reference to a person, mean
24 to state his or her full name, present or last known address, present or last known telephone
25 number, present or last known place of employment, position or business affiliation, his or her
26 position or business affiliation at the time in question, and a general description of the business

1 in which he or she is engaged.

2 5. The terms “identify” and “identity,” when used with respect to any other entity,
3 mean to state its full name, the address of its principal place of business, and the name of its
4 chief executive officers.

5 6. The terms “identify” and “identity,” with respect to a document, mean to state
6 the name or title of the document, the type of document (e.g., letter, memorandum, telegram,
7 computer input or output, chart, etc.), its date, the person(s) who authored it, the person(s) who
8 signed it, the person(s) to whom it was addressed, the person(s) to whom it was sent, its general
9 subject matter, its present location, and its present custodian. If any such document was but is
10 no longer in the possession of AT&T subject to its control, state what disposition was made of
11 it and explain the circumstances surrounding, and the authorization for, such disposition, and
12 state the date or approximate date of such disposition.

13 7. The terms “identify” and “identity,” with respect to any non-written communica-
14 tion, mean to state the identity of the person(s) making and receiving the communication, their
15 respective principals or employers at the time of the communication, the date, manner and place
16 of the communication, and the topic or subject matter of the communication.

17 8. The term to “state the basis” for an allegation, contention, conclusion, position
18 or answer means: (a) to identify and specify the sources therefore; (b) to identify and specify all
19 facts on which you rely or intend to rely in support of the allegation, contention, conclusion,
20 position or answer; and (c) to set forth and explain the nature and application to the relevant
21 facts of all pertinent legal theories upon which you rely for your knowledge, information and/or
22 belief that there are good grounds to support such allegation, contention, conclusion, position or
23 answer.

24 9. The terms “relates to” or “relating to” mean referring to, concerning, responding
25 to, containing, regarding, discussing, describing, reflecting, analyzing, constituting, disclosing,
26 embodying, defining, stating, explaining, summarizing, or in any way pertaining to.

1 10. The term “including” means “including, but not limited to.”

2 11. The terms “CLEC” or “competitor” means any competing local exchange carrier
3 not affiliated with Qwest, regardless of whether the carrier is presently providing local
4 telephone exchange services in the State of Washington.

5 12. The term “carrier” means any provider of telecommunications services.

6
7 **INSTRUCTIONS**

8 A. These data requests shall be deemed to be continuing. You are obliged to
9 change, supplement, and correct all answers to data requests to conform to available
10 information, including such information as first becomes available to you after the answers and
11 production of documents hereto are filed and made, should additional information become
12 known or should information supplied in the answers or documents prove to be incorrect or
13 incomplete.

14 B. The response to each data request provided should restate the question asked and
15 also identify the person(s) supplying the information.

16 C. In answering these data requests, furnish all information that is available to you
17 or may be reasonably ascertained by you, including information in the possession of any of your
18 agents or attorneys, or otherwise subject to your knowledge, possession, custody or control.

19 D. If in answering these data requests you encounter any ambiguity in construing
20 the request or a definition or instruction relevant to the inquiry contained within the data
21 request, set forth the matter deemed “ambiguous” and set forth the construction chosen or used
22 in answering the data request.

23 E. If you object to any part of a request, answer all parts of such requests to which
24 you do not object, and as to each part to which you do object, separately set forth the specific
25 basis for the objection.

1 **DATA REQUESTS**

2 24. In AT&T's supplemental responses to Qwest Data Requests 17(c), 17(e), and
3 19, AT&T states that AT&T Communications of the Pacific Northwest, Inc. has owned and
4 operated the facilities in the conduit at issue since the date on which each applicable license
5 was executed. AT&T further states that it believes this information "was known to Qwest or its
6 predecessors-in-interest from the inception of the General License Agreement for Conduit
7 Occupancy" (Response to 17(e)). AT&T makes similar allegations in the other referenced
8 responses.

9 Please state, in detail, the basis for AT&T's belief that Qwest or its predecessors knew
10 that the true occupant of the conduit was AT&T Communications of the Pacific Northwest and
11 not AT&T Corp., the actual licensee. In connection with this response, please provide all
12 documents that support or refute this contention. Further, provide the names of all persons,
13 whether employed by Qwest or its predecessors, who AT&T contends knew of the conduit
14 occupancy by AT&T of the Pacific Northwest.

15 25. Please identify whether AT&T Corp. is in any way authorized to construct
16 attachments upon, along, under, or across the public rights of way. If the answer is in the
17 affirmative, please identify under what provision of law AT&T is so authorized. If AT&T does
18 not rely on a specific provision of the law, please explain AT&T's response.

19 DATED this ____ day of December, 2004.

20 QWEST

21 _____
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23 Adam Sherr, WSBA # 25291
24 Qwest
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