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STATE OF COLORADO

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF

2002 JUL 22 PM 4:47

COLORADO

IN THE MATTER OF THE APPLICATION)
OF THE MOUNTAIN STATES TELEPHONE)
AND TELEGRAPH COMPANY TO OBTAIN)
AUTHORIZATION FOR THE TRANSFER)
OF CERTAIN ASSETS ASSOCIATED)
WITH DIRECTORY ADVERTISING)

APPLICATION NO. 36247

*file
36247
7/24*

**JOINT MOTION TO APPROVE STIPULATION AND
AGREEMENT FOR CONTINUATION OF DIRECTORY IMPUTATION**

Through their undersigned attorneys, Qwest Corporation ("Qwest"), the successor in interest to the U S WEST Communications ("USWC") and to Mountain States Telephone and Telegraph Company ("Mountain States"), together with the Staff of the Colorado Public Utilities Commission and the Office of Consumer Counsel ("OCC"), file this Joint Motion to Approve Stipulation and Agreement for Continuation of Directory Imputation. As grounds in support thereof the Parties state as follows:

1. In this Application, in decision C85-781 the Commission asserted that it had jurisdiction over Mountain States' transfer of certain directory assets and ordered Mountain States to re-transfer the directory assets. That order was ultimately affirmed by the Colorado Supreme Court in Mountain States Telephone and Telegraph Co. v. Public Utilities Commission of the State of Colorado, 763 P. 2d. 1020 (Colorado 1988)

THE PUBLIC UTILITIES COMMISSION
STATE OF COLORADO
JUL 23 2002

2. After USWC filed its Plan to comply with paragraph 4 of Decision C85-781 in this Application, on March 24, 1989, the Colorado Public Utilities Commission ("Commission") entered into an agreement with U S WEST, Inc., U S WEST Communications ("USWC") and U S WEST Direct, U S WEST's directory publishing affiliate and predecessor in interest to Qwest Dex ("Dex") ("1989 Agreement"). The 1989 Agreement resolved the litigation stemming from the directory assets transfer and provided, *inter alia*, for the stipulated continuation of directory imputation and equity infusions from U S WEST, Inc. In accordance with the 1989 Agreement, the Commission implemented directory imputation in USWC's succeeding general rate Case, Docket No. 90S-544T.

3. Qwest Communications International, Inc. ("QCII"), parent company of Qwest, has publicly announced its intention to effect a sale of its Dex directory publishing affiliate by one of its subsidiaries to an unaffiliated third party and to transfer the directory publishing assets of Dex to the purchaser as part of such a sale.

4. Qwest, the Commission Staff, and the OCC have engaged in discussions regarding the prospective sale of Dex and related transfer of directory assets by a subsidiary of QCII. The Parties have now entered into the Stipulation and Agreement, attached hereto as Attachment A, for Continuation of Directory Imputation ("Stipulation and Agreement") with the intent of confirming and adjusting the rights and responsibilities of Qwest and the Commission presently and in a manner that maintains

the status quo with respect to directory imputation and Qwest's other directory obligations¹ in the event of a sale of Dex.

5. The Parties intend that this Stipulation and Agreement replace the 1989 Agreement and continue the regulatory principle of directory revenue imputation at a redefined base amount, as adjusted thereafter and subject to later change in accordance with the terms of the Stipulation and Agreement.

6. Qwest, the Commission Staff and the OCC believe that the Stipulation and Agreement is consistent with the public interest and should be approved for the following reasons:

- a. Qwest believes that the sale of Dex will strengthen its financial condition so that it may continue to make appropriate infrastructure investments in the State of Colorado and continue to offer telecommunications products and services for the benefit of Colorado jurisdictional ratepayers and of Qwest's investors; and
- b. The Commission Staff and the OCC believe that the Stipulation and Agreement will help to maintain basic telephone rates, consistent with the goals of universal service, by ensuring the continuation of traditional imputation of directory revenues to Qwest's booked revenues.

¹ For example, Rule 12.1.1 of the Commission's Telephone Utilities Rules (4 CCR 723-2 12.1.1) requires Qwest to "cause a telephone directory to be published annually" for each exchange

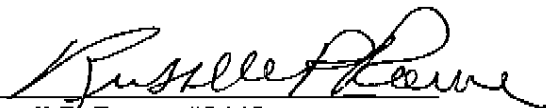
7. Qwest, the Commission Staff and the OCC therefore believe that good cause exists to approve the attached Stipulation and Agreement as consistent with the public interest.

WHEREFORE, Qwest, the Commission Staff and the OCC move the Commission to approve the attached Stipulation and Agreement for Continuation of Directory Imputation.

DATED at Denver, Colorado this 22nd day of July, 2002.

Respectfully submitted,


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ATTACHMENT A

**STIPULATION AND AGREEMENT FOR CONTINUATION
OF DIRECTORY IMPUTATION**

STIPULATION AND AGREEMENT FOR CONTINUATION OF DIRECTORY IMPUTATION

This Stipulation and Agreement for Continuation of Directory Imputation ("Stipulation and Agreement") is entered into by Qwest Corporation, Inc. ("Qwest"), the Staff of the Colorado Public Utilities Commission ("Staff") and the Colorado Office of Consumer Counsel ("OCC"). All parties to this Stipulation and Agreement are collectively referred to herein as the "parties."

RECITALS

On March 24, 1989, the Colorado Public Utilities Commission (the "Commission") entered into an agreement with U S WEST, Inc., U S WEST Communications ("USWC") and U S WEST Direct ("Direct") (the "1989 Agreement"). The 1989 Agreement resolved litigation stemming from the transfer of directory assets by USWC's predecessor, Mountain States Telephone and Telegraph Company ("Mountain Bell"). In Decision No. C85-781, Application No. 36247, the Commission asserted jurisdiction over the transfer, concluded that the transfer was contrary to the public interest and ordered Mountain Bell to effect retransfer of the assets. That order was ultimately affirmed by the Colorado Supreme Court in *Mountain States Telephone and Telegraph Company v. Public Utilities Com'n*, 763 P.2d 1020 (Colo. 1988).

The Commission and the Colorado Supreme Court recognized that historically, the directory publishing revenues offset local telephone rates and furthered the goal of universal telephone service. The Commission found that the asset transfer by Mountain Bell would mean its "customers would lose an annual rate offset which the PUC valued at over \$29 million."¹

The 1989 Agreement resolved the asset transfer dispute, obviated the need for Direct to re-transfer the directory assets and publishing operations back to USWC, and resulted in recognition and continuation of directory imputation in the rates of USWC and its successors' regulated Colorado jurisdictional operations. The initial imputation amount was \$41,200,000, subject to an annual adjustment factor. In addition, U S WEST, Inc. was to provide an annual equity infusion to ensure that investment in the network would be maintained.

As required by the 1989 Agreement, imputation was implemented in USWC's next general rate case, Docket No. 90S-544T.² Since that time, neither USWC, nor Qwest, have filed a general rate case in Colorado. Qwest, and its predecessor USWC, have submitted the annually adjusted imputation amounts in their annual reports to the Commission.

¹ *Mountain States Telephone and Telegraph Company v. Public Utilities Com'n* 763 P.2d 1020, 1024 (Colo. 1988).

² By stipulation, the methodology testified to by Garrett Y. Fleming in Docket No. 90S-544T was adopted for computing the imputation amount.

Qwest Communications International, Inc. ("QCII") has announced its intention to offer Qwest Dex, Inc. and Qwest Dex Holdings, Inc. (collectively referred to as "Dex") for sale to an unaffiliated third party. The parties do not agree on the scope of Commission jurisdiction to approve the sale, or on whether the imputation requirements of the 1989 Agreement should continue at the next Qwest rate proceeding. The parties recognize that any sale of Dex to an unaffiliated third party may change the terms of the 1989 Agreement. The parties further agree that changing circumstances require modification of the 1989 Agreement, irrespective of any sale of Dex.

The parties therefore enter into this Stipulation and Agreement with the intent of affirming and adjusting the rights and responsibilities of the parties under the 1989 Agreement and to provide for the possible sale of Dex, while maintaining the status quo with respect to imputation and Qwest's other directory obligations until, with respect to imputation, the principle of imputation is revisited in the next general rate case, show cause or other proceeding in which revenue requirement is at issue. This Stipulation and Agreement releases QCII and Dex from any obligations under the 1989 Agreement. Qwest assumes all obligations under this Stipulation and Agreement.

Therefore, the parties agree as follows:

TERMS

1. The 1989 Agreement is replaced by this Stipulation and Agreement. Nothing in this Stipulation and Agreement is intended to change or modify the underlying rationale for directory imputation, as is contained in the 1989 Agreement, nor the Commission's authority to deal with issues related to directory imputation in future proceedings.
2. If Dex is not sold,
 - a. Qwest shall continue to annually impute directory revenues, reducing its revenue requirement for 2001 by \$91,700,000, adjusted annually by 38.36 percent of the incremental change in net revenues. The imputation calculation is attached hereto as Attachment 1 and is incorporated herein by reference. Subject to the reservation of rights contained in Paragraph 4 herein, the imputation adjustment may impact rates at the time of a general rate case, show cause proceeding or any other proceeding that affects the regulated rates of Qwest; and
 - b. this Stipulation and Agreement will not change the rights that currently exist under Colorado law of Staff to audit information or of the OCC to access information of Qwest or Dex, to the extent that Dex remains an entity affiliated with Qwest.

3. In the event that Dex is sold to a third party purchaser unaffiliated with QCII, Qwest shall continue to annually impute directory revenues. This annual imputation shall be calculated by reducing Qwest's intrastate revenue requirement by \$91,700,000, compounded annually at a rate of 6.6 percent.³ The parties may request that the growth rate be reviewed by the Commission every five years for the duration of the imputation obligation.
4. The parties reserve the right to make any arguments regarding the appropriateness of continuing imputation in any subsequent Commission proceeding that investigates Qwest's Colorado jurisdictional rates, revenues, expenses, investments, or rate of return or such other alternative methods to measure return on investments, whether by general rate case, show cause, complaint, alternative form of regulation or other such Commission proceeding. In any such subsequent Commission proceeding, any person or party may advocate a different methodology to compute imputation other than that specified herein, or may advocate to continue or to discontinue imputation. However, the fact that Dex is sold, its assets are transferred, or that Qwest experiences a reduction or loss in revenue as a result of the sale or transfer of the directory operations, shall not justify any change in Qwest's obligation to impute revenue related to directory operations.
5. Qwest agrees not to request recognition of any increase in its costs of service in regulated rates that is attributable to the sale of Dex, nor to impose any of such increase on its Colorado jurisdictional products and services. This paragraph shall not preclude, however, Qwest's ability to request recovery for increases in costs not attributable to the sale of Dex.
6. Qwest agrees to continue meeting all directory obligations in its tariffs, interconnection agreements, Colorado law and Commission rules including, but not limited to, white and yellow pages listings, publication and distribution of directories, subscriber list information and any privacy requirements related thereto, and treatment of non-Qwest Corporation listings.
7. Qwest agrees to maintain adequate investment in the network (Colorado operations) consistent with meeting Commission requirements.
8. Qwest agrees to provide Staff and OCC with all agreements regarding any sale of Dex including, but not limited to, the sale agreement and publishing agreement and, upon request, will supply those agreements or contracts for directory publishing as such documents relate to Colorado directory operations then in effect.
9. For the purposes of this Stipulation and Agreement, Staff and OCC agree that neither party will request that the Commission assert jurisdiction to approve

³ For example, the imputation amount for the year 2002 would be $1.066 * \$91,700,000 = \$97,752,000$. For the year 2003, the imputation amount would be $1.066 * 97,752,000 = \$104,204,000$.

the sale of Dex in order to approve this Stipulation and Agreement nor will Staff or the OCC oppose a sale of Dex or transfer of its assets. However, in any additional proceedings related to Dex, any party may address issues regarding Commission jurisdiction, provided however, such position must be consistent with advocating adoption of this Stipulation and Agreement.

10. Qwest believes that a sale of Dex will provide funds that are intended to strengthen its financial condition in such a manner that will permit it to continue to make appropriate levels of investment in the network and offer its telecommunications products and services, thus benefiting Colorado jurisdictional ratepayers and Qwest's investors.
11. The Staff and OCC believe that any Dex sale, and this Stipulation and Agreement, are in the public interest because directory imputation is continued. This Stipulation and Agreement recognizes that the 1989 imputation methodology initially determined an amount of \$41,200,000. Because of the growth in Dex revenues, the 2001 imputation amount using the methodology set forth in the 1989 Agreement is \$91,700,000. The Staff and OCC believe that this Stipulation and Agreement also provides that Colorado ratepayers will not be adversely impacted by the sale of Dex and therefore helps ensure that the benefits to ratepayers shall continue to be realized in a manner consistent with the 1989 Agreement.
12. As fully set forth in the affidavit attached hereto as Attachment 2 and incorporated herein by reference, Qwest represents that it has full authority to execute this Stipulation and Agreement as well as to assume and fulfill all the obligations specified herein.
13. This Stipulation and Agreement shall not become effective and shall be of no force and effect until the issuance of a final Commission order approving this Stipulation and Agreement, which Order does not contain any modification of the terms and conditions of this Stipulation and Agreement that is unacceptable to any of the Parties hereto. In the event the Commission modifies this Stipulation and Agreement in a manner unacceptable to any party hereto, that party may withdraw from the Stipulation and Agreement and shall so notify the Commission and the other parties to the Stipulation and Agreement in writing within three (3) days of the date of the Commission order. In the event a party exercises its right to withdraw from the Stipulation and Agreement, this Stipulation and Agreement shall be null and void and of no effect and no force in these or any other proceedings.
14. In the event this Stipulation and Agreement becomes null and void or in the event the Commission does not approve this Stipulation and Agreement, this Stipulation and Agreement, as well as the negotiations or discussions undertaken in conjunction with the Stipulation and Agreement, shall not be admissible into evidence in these or any other proceedings.

15. Except as specifically provided herein, this Stipulation and Agreement will be binding upon the successors in interest and assigns of all parties to the Stipulation and Agreement.

Dated at Denver, Colorado on July 22nd, 2002.

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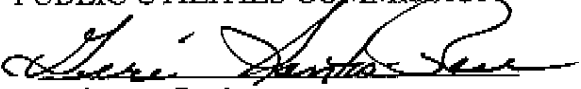
Approved as to Form:

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ATTACHMENT 1

IMPUTATION COMPUTATION

ATTACHMENT 1

Gross Revenues (GR): Gross Revenues shall be all gross annual Dex Total Directory Advertising revenues. The GR for 2001 are at Annual Report confidential workpapers contained in Qwest Corporation-Colorado, Calendar Year 2001, Directory Annual Report, Tab A-4, Worksheet 1, Allocation of 2001 Dex-Publishing Income to Jurisdictions, Line 3, Column A. The GR categories are found in the 2001 Annual Report confidential workpapers contained in Qwest Corporation-Colorado, Calendar Year 2001, Directory Annual Report, Tab A-4, Worksheet 1, Allocation of 2001 Dex-Publishing Income to Jurisdictions, Line 3.

Colorado Net Revenue (CR): Colorado gross annual Dex Total Directory Advertising revenues less uncollectibles. The CR shall be identified by the same categories as GR. The CR for 2001 are at Annual Report confidential workpapers contained in Qwest Corporation-Colorado, Calendar Year 2001, Directory Annual Report, Tab A-4, Worksheet 1, Allocation of 2001 Dex-Publishing Income to Jurisdictions, Line 3, Column B. For 2001, the Colorado gross annual Dex Total Directory Advertising revenues associated with the Colorado operation is approximately \$243 million.

Directory Imputation Amount (DIA): Directory Imputation annual amount shall be the result of the following:

Where:

$$DIA = ((CR_t - CR_{2001}) * 38.36\%) + \$91.7 \text{ million} - (\text{Billing and Collection} + \text{Listings} + \text{payphone services}).$$
 The DIA amount is \$91.7 M for 2001.

In its annual report to the Commission and in electronic format, Qwest shall report all of the above-defined elements as well as any modification to the computation of any element including detailed workpapers supporting any such calculation and identifying, without limitation, changes in rationale, methodology and detailed algorithms.

ATTACHMENT 2

AFFIDAVIT OF YASH A. RANA

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

IN THE MATTER OF THE APPLICATION)
OF THE MOUNTAIN STATES TELEPHONE)
AND TELEGRAPH COMPANY TO OBTAIN) APPLICATION NO. 36247
AUTHORIZATION FOR THE TRANSFER)
OF CERTAIN ASSETS ASSOCIATED)
WITH DIRECTORY ADVERTISING)

AFFIDAVIT OF YASH A. RANA

City and County of Denver)
) ss.
State of Colorado)

I, Yash A. Rana, being of legal age, under no disability and first duly sworn upon oath, depose and say:

1. I am an officer with the title of Vice President, Senior Associate General Counsel and Assistant Secretary of each of, among other corporations, Qwest Communications International Inc., Qwest Services Corporation, Qwest Dex Holdings, Inc., Qwest Dex, Inc. and Qwest Corporation.

2. I have been furnished and have reviewed the Agreement executed on March 24, 1989 between The Public Utilities Commission of the State of Colorado, U S WEST Communications (Colorado Operations), U S WEST Direct (Colorado Operations) and U S WEST, Inc. as well as the Stipulation and Agreement for Continuation for Directory Imputation ("Stipulation") executed between Qwest Corporation, the Staff of the Public Utilities Commission of the State of Colorado and the Office of Consumer Counsel of the State of Colorado, which removes U S WEST Direct (Colorado Operations), predecessor to Qwest DEX, and U S WEST, predecessor to Qwest Communications International Inc.

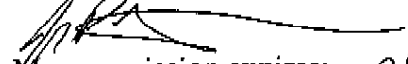
3. Qwest Corporation, acting through its designated Colorado representative in Policy and Law, has full authority to execute the Stipulation, remove U S WEST

Direct (Colorado Operations) and U S WEST, Inc. as signatories to the Agreement and assume the obligations contained in the Stipulation.

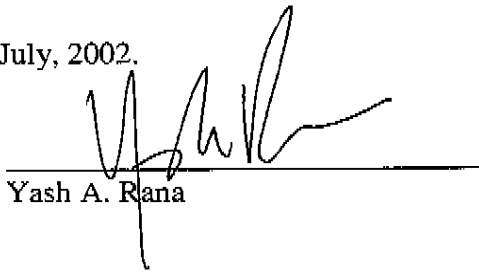
FURTHER THE AFFLIANT SAYETH NOT.

Subscribed and sworn to before me this 22nd day of July, 2002.

Jennifer Pettus



My commission expires: 9/10/03



Yash A. Rana

NOTARY SEAL



CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of July, 2002, an original and 15 copies of the foregoing **JOINT MOTION TO APPROVE STIPULATION AND AGREEMENT FOR CONTINUATION OF DIRECTORY IMPUTATION** (with 11 copies of the Amendment and a disk containing the Motion) were hand delivered, addressed as follows:

Bruce N. Smith, Executive Director
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and a copy was mailed First Class, postage prepaid to:

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