

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter Of)	Docket No. _____
TSS DIGITAL SERVICES, INC.)	
Petition for Enforcement Of Its Interconnection)	PETITION FOR ENFORCEMENT OF
Agreement With Qwest Corporation (f/k/a)	INTERCONNECTION AGREEMENT
US WEST COMMUNICATIONS, INC.))	
Pursuant to WAC 480-07-650)	
_____)	

1 THIS Petition is brought by TSS Digital Services, Inc., 120 Union St. SE, Olympia, Washington 98501 (“TSS”) pursuant to WAC 480-07-650.

I. RELIEF SOUGHT

2 TSS requests that the Washington Utilities & Transportation Commission (“Commission” or “WUTC”) enforce the provisions of the Interconnection Agreement (“ICA”) as amended between TSS and Qwest Communications (f/k/a US West Communications, Inc. (“Qwest”)) which require Qwest to work with TSS to identify the switching facilities and DSI loop circuits in Non-Impaired Wire Centers prior to converting these facilities to tariffed billing, and to submit certain billing disputes for resolution pursuant to the Dispute Resolution provisions of its ICA with TSS. TSS requests the Commission to order Qwest to provide TSS with proper notice of those facilities that will be impacted in Non-Impaired Wire Centers and to resolve outstanding billing disputes pursuant to the agreed-upon dispute resolution process.

PETITION FOR ENFORCEMENT OF INTERCONNECTION AGREEMENT
Docket No. _____

II. TSS REPRESENTATIVES

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III. BACKGROUND¹

3 TSS entered into an ICA with Qwest on May 26, 2000. The original ICA was adopted from the Covad Communications Company/ US WEST Communications, Inc., ICA, which was approved by this Commission on April 22, 1998. The original TSS ICA also contained two amendments dated May 26, 2000. The ICA was further amended on September 23, 2005 to incorporate the provisions of the Triennial Review Order and Triennial Review Remand Order from the Federal Communications Commission ("FCC") (the "TRO/TRRO Amendment").

4 Pursuant to the TRO/TRRO Amendment Qwest was required to work with TSS to identify those facilities in Non-Impaired Wire Centers that would be converted from ICA-based unbundled network element offerings to tariffed offerings (§§ 3.1.1.2, 3.1.2.2, 4.1.1.2, 5.1.1.3, 5.1.3.1). Qwest failed to do so.

5 TSS had ordered two SS7 signaling links from Qwest pursuant to the ICA as unbundled network elements at two Qwest Seattle Central Offices (Nos: 03 and 06). Qwest

¹ All of the factual allegations in the background section are set forth in the attached Declaration of Tom Ellis.

did not identify them as impacted by the TRO/TRRO Amendment. Instead, it continued to bill TSS at the unbundled rate for 16 months after the TRO/TRRO Amendment until February 20, 2007, when Qwest sent TSS a back bill for these links at a tariffed rate of \$425 per link per month. Qwest now claims that TSS owes \$13,830.74 for these links in total, which is more than \$13,000 more than that which TSS would have paid at an unbundled rate, which was approximately \$50 per link per month.

6 Qwest also provided TSS two DS-1 circuits from the Qwest Whitehall Central Office at an unbundled rate of approximately \$154 per month per circuit and did not identify these circuits in Olympia to Seattle central offices 03 and 06 as impacted by the TRO/TRRO Amendment. Instead Qwest continued to bill TSS at the unbundled rate for 16 months until TSS received a bill for \$14,853.98 on February 20, 2007. Qwest now claims that TSS owes \$19,725.27 which is approximately \$15,000 more than what TSS would have paid at the unbundled rate.

7 TSS did not know that the SS7 signaling links and DS-1 circuits had been converted to retail tariffed rates until TSS received the bills, which back billed TSS at the retail tariffed rates. Had TSS been made aware of the conversion, it would have taken action to avoid having these facilities converted to month-to-month service arrangements subject to Qwest's tariffs.

8 TSS disputed the February 20, 2007 bills through the Qwest billing dispute process. Qwest refused to make any adjustments and closed the Qwest billing disputes for the SS7 signaling links and DS-1.

9 In addition to the foregoing billing dispute, TSS has two other specific billing disputes with Qwest that Qwest refuses to resolve:

a. Qwest continues to bill TSS for \$5,840 in connection with a settled dispute involving non-recurring charges related to the 2000 installation of collocation equipment

(BAN 3COWLPMY) in Qwest's Aberdeen, Washington wire center. In August 2004, Qwest and TSS agreed to settle a dispute regarding these charges. Under the Settlement Agreement, TSS was to pay Qwest \$7,916 and Qwest was to credit TSS for Qwest overcharges associated with billing for 154 feet of power cabling when only 91 feet were installed for TSS's collocation. Qwest admitted the overcharge but never provided the credit, which amounted to \$5,840. TSS deducted the credit from the amounts owed to Qwest under the Settlement Agreement. Qwest however, continues to bill TSS for \$5,840 for this cabling.

b. In August 2004 TSS ordered an unbundled dark fiber service at the Olympia Central Office, which TSS accepted but did not immediately utilize. When TSS went to utilize the dark fiber it discovered that Qwest had erroneously removed the circuit in question. TSS asked Qwest to restore the circuit, which Qwest did. However, Qwest charged TSS \$1,384.05 as an installation fee, which far exceeded the installation fee applicable at the time of initial order.

c. Qwest requested a \$7,300 deposit from TSS in order to provide continued service to TSS. TSS paid the \$7,300 on the belief that this would constitute the entire Qwest deposit. In the course of an audit of services provided by Qwest to TSS, a \$900 deposit paid in December of 2000 was discovered for a discontinued circuit (206 Z22-0423 755). TSS requested return of this deposit. Qwest refused to return this deposit, claiming it could retain this deposit "where there are other accounts that have past-due balances."

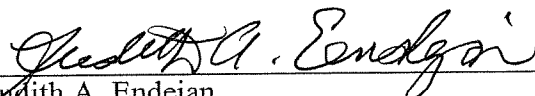
10 TSS has tried unsuccessfully to resolve the billing disputes discussed in the foregoing paragraphs with Qwest. Accordingly, TSS wishes to submit these disputes to arbitration pursuant to § 26.17 of the original ICA and the Second Amendment to the ICA, after the Commission has required Qwest to abide by its facilities identification/customer modification obligations under the TRO/TRRO Amendment.

IV. CONCLUSION

11 TSS respectfully requests the Commission to enter an order requiring Qwest to comply with the facilities identification/customer notification requirements of the TRO/TRRO Amendment and to find that Qwest's failure to comply with these requirements means that Qwest must charge the wholesale unbundled rates for the SS7 signaling links and DS-1 circuits at issue. Furthermore, TSS respectfully requests the Commission to order that the remaining billing disputes set forth in paragraph 10 be submitted to arbitration pursuant to § 26.17 of the original ICA and Second Amendment.

Respectfully submitted this 30th day of July, 2007.

GRAHAM & DUNN PC

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