

August 25, 2005

**RECEIVED**

**AUG 29 2005**

QWEST  
REGULATORY LAW

Qwest  
Director - Interconnect  
1801 California, Room 2410  
Denver, CO 80202

Re: Notice of Intent to File Interconnection Enforcement Petition

Dear Interconnect Director,

Pursuant to Washington State Administrative Code 480-07-650(1)(c), Electric Lightwave, LLC (ELI) provides this notice of its intent to file a petition with the Washington Utilities and Transportation Commission (WUTC) for enforcement of the Interconnection Agreement (ICA) between Qwest Corporation and ELI entered into June 2, 2002. The dispute arose when Qwest stopped paying ELI for terminating local traffic that Qwest deems to be "Virtual NXX Traffic." ELI disputes Qwest's determination that the traffic in dispute is not local traffic under the ICA and will seek an Order from the WUTC requiring Qwest to compensate ELI for this traffic.

Section (A) 2.22 of the ICA defines local traffic as follows:

"Extended Area Service (EAS/Local Traffic)" (Exchange Service) means traffic that is originated by an end user of one Party and terminates to an end user of the other Party as defined in accordance with Qwest's then current EAS/local serving areas, as determined by the Commission.

Section (C)2.3.8.1 details the manner in which reciprocal compensation is to be paid:

The Parties agree that per minute of use call termination rates as described in Part I of this Agreement will apply reciprocally for the termination of Exchange Service (EAS/Local) traffic.

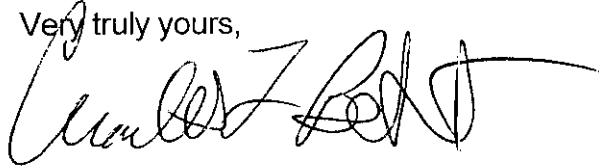
According to Paragraph (C)2.3.8.2.1, Qwest will presume traffic that exceeds a 3:1 ratio of terminating (Qwest to CLEC) to originating (CLEC to Qwest) is ISP bound traffic.

In 2004, Qwest began withholding reciprocal compensation payments to ELI claiming reciprocal compensation is not due on traffic that Qwest defines as "Virtual NXX." Apparently Qwest believes this traffic does not qualify as local traffic under the ICA. ELI disagrees and believes this traffic is no different than "foreign exchange" traffic that has been considered local by Qwest, ELI, and the industry as a whole for years. Qwest's refusal to pay ELI the reciprocal compensation on foreign exchange traffic violates the ICA. Given Qwest's continued refusal to

pay ELI the reciprocal compensation it is due, ELI has no choice but to petition the WUTC to enforce the ICA.

If you have questions or concerns regarding this notice, please don't hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Charles L. Best", with a long horizontal flourish extending to the right.

Charles L. Best  
Associate General Counsel

Cc **Lisa Anderl**  
Associate General Counsel  
Qwest  
1600 Seventh Ave  
Seattle, WA 98191

Qwest Law Department  
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