

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

QWEST CORPORATION,

Complainant,

v.

LEVEL 3 COMMUNICATIONS, LLC;
PAC-WEST TELECOMM, INC.;
NORTHWEST TELEPHONE INC.; TCG-
SEATTLE; ELECTRIC LIGHTWAVE,
INC.; ADVANCED TELCOM GROUP, INC.
D/B/A ESCHELON TELECOM, INC.;
FOCAL COMMUNICATIONS
CORPORATION; GLOBAL CROSSING
LOCAL SERVICES INC; AND, MCI
WORLD COM COMMUNICATIONS, INC.

DOCKET NO. UT-063038

QWEST CORPORATION'S ANSWER TO
COUNTERCLAIMS OF BROADWING
AND GLOBAL CROSSING

1 Pursuant to the schedule established at the prehearing conference in this matter, complainant
Qwest Corporation ("Qwest") hereby responds to and answers the Counterclaims filed by
respondents Focal Communications Corporation n/k/a Broadwing Communications, LLC,
("Broadwing") and Global Crossing Local Services, Inc. ("Global Crossing").

I. RESPONSE TO ALLEGATIONS IN THE PETITION

2 Interconnection Agreements. Qwest admits the allegations in paragraph 50 of the Answer and
Counterclaims.

3 Compensation for Transport and Termination. Answering paragraph 51, Qwest admits that

each of the interconnection agreements between Qwest and Broadwing and Qwest and Global Crossing contains provisions for compensation for the exchange of local and ISP-bound traffic.

4 Qwest Withholding of Compensation. Answering paragraph 52, Qwest states that it has withheld compensation for traffic that it believes to be VNXX traffic as described in the complaint herein, and that such VNXX traffic is unlawful, and that Qwest is not obligated to compensate Broadwing and Global for that traffic. VNXX is not local traffic and has not been determined by the Commission to be compensable as local traffic. It is therefore excluded from the obligation to pay reciprocal compensation under section 251(b)(5). To the extent that this Commission has previously determined in other dockets that VNXX traffic is included in the definition of ISP-bound traffic, Qwest is asking the Commission in this proceeding to nevertheless determine that VNXX is itself unlawful, thereby prohibiting the exchange of that traffic and rendering moot any obligation to pay compensation.

5 Breach of Interconnection Agreement. Answering paragraph 53, for the reasons stated in paragraph 4 above, Qwest denies that it is in breach of the interconnection agreements as set forth in this paragraph.

6 Relief Requested. Qwest asks that the Commission deny the relief requested by Broadwing and Global Crossing and grant the relief requested by Qwest in its complaint. Qwest specifically denies that all invoiced amounts pertain to ISP-bound traffic.

DATED this 28th day of July, 2006.

QWEST

Lisa A. Anderl, WSBA #13236
Adam L. Sherr, WSBA #25291
1600 7th Avenue, Room 3206
Seattle, WA 98191
Phone: (206) 398-2500