

Pursuant to WAC 480-07-650(1)(c), Level 3 provided Qwest with at least ten days' written notice of Level 3's intent to file the present Petition. (See May 11, 2005, letter from Andrea Gavalas, Vice President, Interconnection Services, to Qwest, *Exhibit A*).

Level 3 has tried to resolve this dispute, and to amend the Agreement in accordance with the change in law provisions, through discussions with Qwest. However, Qwest has taken the position in Washington, that it will not pay amounts owed to Level 3 for intercarrier compensation for the transport and termination of calls to Internet Service Providers ("ISPs") ("ISP-bound traffic") as required by the parties' interconnection agreement, the prior decisions of this Commission, the *ISP Remand Order* and the *Core Forbearance Order*.

Level 3 requests that the Commission enforce the FCC's *Core Forbearance Order* with respect to the interconnection arrangement between Level 3 and Qwest, and order Qwest to pay the intercarrier compensation owed to Level 3 for ISP-bound traffic originated by Qwest customers and terminated by Level 3.

In support of its Petition, Level 3 states:

I. PARTIES

1. Launched in 1997, Level 3 is an international communications and information services company headquartered in Broomfield, Colorado. Level 3 is a Delaware limited liability company and its address is 1025 Eldorado Boulevard, Broomfield, Colorado 80021. The company operates one of the largest, most advanced communications and Internet backbones in the world. Level 3 is one of the largest providers of wholesale dial-up services to ISPs in North America and is the primary provider of Internet connectivity for millions of broadband subscribers through its cable and DSL partners. Level 3's customer base includes

remanded, WorldCom v. FCC, 288 F.3d 429 (D.C. Cir. 2002), *cert. den.* 538 U.S. 1012 (2003) ("*ISP Remand Order*").

the:

- world's 10 largest telephone companies,
- 10 largest carriers in Europe
- four Regional Bell Operating Companies in the United States
- 10 largest Internet Service Providers which combined serve more than 60 million online users
- six largest cable companies in the United States
- international wireless companies which combined have more than 260 million subscribers, and
- Satellite companies that deliver TV programming to almost 20 million subscribers in the United States.

2. Level 3 provides competitive local exchange telecommunications services in Washington pursuant to this Commission's authorization by orders dated April 22, 1998 in Dockets UT-980-490 and UT-980492. Level 3 maintains IP-based switching and routing equipment at its Washington gateway located at 1000 Denny Way in Seattle, Washington.

3. Correspondence regarding this Petition should be sent to Level 3 at the following address:

Rick Thayer, Director Interconnection Law & Policy
Victoria Mandell, Regulatory Counsel
Gregg Strumberger, Regulatory Counsel
Level 3 Communications, L.L.C.
1025 Eldorado Boulevard
Broomfield, CO 80021
Email: gregg.strumberger@Level3.com

- and -

Rogelio E. Peña
Peña & Associates, LLC
1375 Walnut Street, Suite 220
Boulder, Colorado 80302
(303) 415-0409 (voice)
(303) 415-0433 (facsimile)

4. Qwest is a Delaware corporation with its principal place of business located in Denver, Colorado. Qwest is and, at all times relevant to this Petition, has been an incumbent local exchange carrier certified to provide local exchange service and intrastate interexchange service in Washington.

5. Correspondence regarding this Petition should be sent to Qwest at:

Mark Reynolds, Senior Director – Policy and Law
1600 7th Avenue, Room 3206
Seattle, Washington 98191

Lisa A. Anderl, Senior Attorney
Policy and Law Department
Qwest Corporation
1600 7th Avenue, Room 3206
Seattle, Washington 98191

Qwest Corporation
Director—Interconnection Compliance
1801 California Street, #2410
Denver, CO 80202

With copy to:

Qwest Legal Department
Attn: General Counsel, Interconnection
1801 California Street, 38th Floor
Denver, CO 80202

II. JURISDICTION

6. The Commission has jurisdiction under WAC 480-07-650, RCW 80.01.040, RCW 80.36.080, RCW 80.36.170, and RCW 80.36.186, to investigate the matters raised in this Petition. In addition, the Commission has jurisdiction to interpret and to enforce the terms of the Agreement pursuant to Section 252(e) of the Communications Act of 1934, as amended.³ The

³ 47 U.S.C. § 252(e).

United States Court of Appeals for the Eighth Circuit has affirmed that the Act "vests in the state commissions the power to enforce the interconnection agreements they approve."⁴

III. STATEMENT OF LAW AND FACTS COMMON TO ALL COUNTS

7. Level 3 and Qwest began exchanging ISP-bound traffic in March 1999 pursuant to the Parties' original Interconnection Agreement.

8. On or about March 7, 2003, the Parties' successor agreement was filed with the Commission in accordance with the Commission's final order in Docket No. UT-023042.

9. Section 7.1.1 of the Agreement provides that Qwest and Level 3 shall interconnect for purposes of exchanging ISP-bound traffic:

7.1.1. This section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Exchange Service (EAS / Local traffic), Exchange Access (IntraLATA Toll), ISP-bound traffic and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any technically feasible point within its network. . . . "Interconnection" is as described in the Act and refers, in this Section of the Agreement, to the connection between networks for the purpose of transmission and routing of telephone Exchange Service traffic, ISP-bound traffic, and Exchange Access traffic at points (ii) and (iii) described above. Interconnection, which Qwest currently names "Local Interconnection Service" (LIS) is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to local or access tandem switches for the exchange of Exchange

⁴ *Iowa Util. Bd. v. FCC*, 120 F.3d 753, 804 (8th Cir. 1997), *aff'd in part, rev'd in part on other grounds*, *AT&T Corp. v. Iowa Util. Bd.*, 525 U.S. 366. See also *Southwestern Bell Tel. Co. v. Pub. Util. Comm'n of Texas*, 208 F.3d 475, 479-80 (5th Cir. 2000) ("[T]he Act's grant to the state commissions of plenary authority to approve or disapprove these interconnection agreements necessarily carries with it the authority to interpret and enforce the provisions of agreements that state commissions have approved."); *MCI Tel. Corp. v. Illinois Bell Tel. Co.*, 222 F.3d 323, 338 (7th Cir. 2000) ("A state commission's authority to approve or reject interconnection agreements under the Act necessarily includes the authority to interpret and enforce, to the same extent, the terms of those agreements once they have been approved."); *Southwestern Bell Tel. Co. v. Connect Communications Corp.*, 225 F.3d 942, 946 (8th Cir. 2000) ("The Act provides that an interconnection agreement, reached either by negotiation or arbitration, must be submitted to the state commissions for approval. This grant of power to the state commissions necessarily involves the power to enforce the interconnection agreement.").

Service (EAS/Local traffic); or End Office Switches to access tandem switches for the exchange of Exchange Access (IntraLATA Toll) or Jointly Provided Switch Access traffic.

10. Section 7.2.1.2.6 of the Agreement further provides that “[t]he traffic types to be exchanged under this Agreement includes . . . ISP-bound traffic as described in Section 7.6.3 below.”

11. The Agreement provides the rate schedule that is reflected in the *ISP Remand Order*.

7.3.6.2.3 Rate Caps - Intercarrier compensation for ISP-bound traffic exchanged between Qwest and [Level] 3 will be billed as follows:

7.3.6.2.3.1 \$0.0015 per MOU for six (6) months from June 14, 2001 through December 13, 2001.

7.3.6.2.3.2 \$0.001 per MOU for eighteen (18) months from December 14, 2001 through June 13, 2003.

7.3.6.2.3.3 \$0.0007 per MOU from June 14, 2003 until thirty six (36) months after the effective date of the FCC ISP Order or until further FCC action on intercarrier compensation, whichever is later.

12. The Commission specifically determined that Level 3 could exchange ISP-bound traffic over the Local Interconnection Service (“LIS”) trunks that connected the parties’ network. The Commission specifically rejected Qwest’s arguments that traffic originated by Qwest customers and directed to ISPs serviced by Level 3 should not be included in the calculation of relative use.

Qwest argues that the FCC amended the relative use rule in its most recent order addressing ISP-bound traffic, with the effect of excluding ISP-bound traffic from relative use calculations. Qwest argues further that because the FCC has exempted ISP-bound traffic from reciprocal compensation obligations, the ISP Remand Order also must be read to exclude this traffic from the relative use calculation to apportion costs of interconnection. The Commission does not accept this conclusion.

Nothing in the text of the ISP Remand Order suggests that it applies to any functions other than transport and termination on the terminating side of the POI.⁵

13. The Parties also agreed that their Agreement would be modified to reflect changes in law, including any change in law relating to the *ISP Remand Order*. Section 2.2 of the Agreement provides:

2.2. The provisions in this Agreement are based, in large part, on the existing state of the law, rules, regulations and interpretations thereof, as of the date hereof (the Existing Rules). [. . .] To the extent that the Existing Rules should be changed, dismissed, stayed or modified, then this Agreement and all contracts adopting all or part of this Agreement shall be amended to reflect such modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) days from the effective date of the modification or change of the Existing Rules, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement.

14. The Commission has also determined that the FCC's *ISP Remand Order* is not limited to ISP-bound traffic that originates in a given local exchange area and terminates at an ISP modem located in the same local calling area. In the last Level 3/CenturyTel arbitration the Commission rejected those arguments.

The FCC's *ISP Remand Order* begins with the straightforward statement that: 'In this Order, we reconsider the proper treatment for purposes of intercarrier compensation of telecommunications traffic delivered to Internet service providers (ISPs).' The FCC's order, thus, introduces its subject matter as encompassing all telecommunications traffic delivered to ISPs and not some subset of that universe as CenturyTel contends. The FCC's order is consistent in this regard throughout its discussion and nowhere suggests that its result is limited to the narrow class of ISP-bound traffic that CenturyTel argues is the scope of its application. It is the case, as CenturyTel argues, that both the FCC and the appeals court refer to the traffic that terminates at an ISP within the caller's local area, but they do so not to limit their scope to this subset of ISP-bound calls.

⁵ *In the Matter of the Petition for Arbitration of an Interconnection Agreement between Level 3 Communications, LLC, and Qwest Corporation Pursuant to 47 U.S.C. Section 252*, Docket No. UT-023042, *Commission's Final Decision*, ¶ 37, February 5, 2003. ("Level 3 Arbitration Order").

Rather, both emphasize that even when the traffic remains in the local area it is not to be treated for compensation purposes as local traffic.⁶

The Commission went on to note that, “[t]he fundamental issue in this arbitration is whether the FCC’s reciprocal compensation rules for ISP-bound traffic, as established in the FCC’s *ISP Remand Order*, apply when the ISP’s premise (*i.e.*, modem bank) is outside the local calling area.”⁷ The Commission concluded that, “[we] believe CenturyTel reads too much into what are very general characterizations by the FCC and the appeals court of the issue before it. The substance of the decisions makes no distinction based on the location of the ISP’s modems, and doing so would be inconsistent with rationales previously offered by the FCC for its treatment of ISP-bound traffic. We believe the arbitrator properly rejected CenturyTel’s argument.”⁸

15. Three key elements of the FCC’s compensation mechanism are applicable to the present dispute:

(a) Rate – The terminating compensation rate began at \$0.0015 per minute, and declined over time to \$0.001 per minute, and then declined to its current level of \$0.0007 per minute. Note, however, that what is in dispute between Level 3 and Qwest in the instant dispute is not the per-minute *rate* to apply to ISP-bound traffic; it is the issue of whether Qwest may properly exclude some or all ISP-bound *minutes* from compensation at all.

(b) “Growth Caps” – Prior to the *Core Forbearance Order*, the amount of ISP-bound traffic that was compensable under the interim regime was subject to limits on growth. For the year 2001, a LEC originating ISP-bound traffic owed the LEC terminating that traffic intercarrier compensation for a maximum of four times the number of minutes terminated by that LEC in the first quarter of 2001, plus a ten percent growth factor. For the year 2002, a LEC was entitled to compensation on the number of minutes permitted for 2001, plus a ten

⁶ *In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC, and CenturyTel of Washington, Inc., Pursuant to 47 U.S.C. Section 252*, Docket No. UT-023043, *Fifth Supplemental Order Arbitrator’s Report and Decision*, ¶ 35, January 2, 2003.

⁷ *Id.*, *Seventh Supplemental Order: Affirming Arbitrator’s Report and Decision*, ¶ 7, February 28, 2003.

⁸ *Id.*, ¶ 10.

percent growth factor. For the year 2003, a LEC was entitled to compensation on the number of minutes permitted for 2002. Traffic that exceeded the growth caps was not eligible for intercarrier compensation. Therefore, traffic in excess of the calculated limits was subject to a terminating compensation rate of zero. The growth caps were eliminated by the *Core Forbearance Order*.

(c) “New Markets Rule–” – Prior to the *Core Forbearance Order*, to be eligible for compensation for the termination of ISP-bound traffic, the LEC seeking compensation had to have exchanged ISP-bound traffic under an interconnection agreement with the LEC from whom it was seeking compensation prior to the adoption of the *ISP Remand Order* on April 18, 2001. This restriction was considered a “new market rule” because it effectively established an intercarrier compensation rate of zero in markets where the LEC began service after April 18, 2001.⁹ The new markets rule was eliminated by the *Core Forbearance Order*.

16. The FCC’s *Core Forbearance Order* lifted the “Growth Caps” and “New Markets Rule” as of October 8, 2004.

17. With regard to both restrictions, the FCC determined that the public interest was no longer served by limiting compensation paid for terminating such traffic.¹⁰ For example, the FCC determined that the new market restrictions created different rates for similar or identical functions. This is because two carriers serving ISPs in the same market would be subject to different compensation rates based solely upon when they entered the market. The FCC further determined that public policy favoring a unified intercarrier compensation regime applicable to all traffic outweighed concerns about compensation paid to carriers serving ISPs.¹¹ Finally, because the FCC’s rationale for forbearing from enforcement of the growth caps and new market restrictions applied with equal force to other telecommunications carriers, the FCC specifically

⁹ See *ISP Remand Order* at ¶ 81 (new market restrictions apply as of the effective date of the order, *i.e.*, 30 days after the date of publication in the Federal Register.)

¹⁰ See *Core Forbearance Order*, ¶ 21

¹¹ See *id.*, ¶ 24.

extended the grant of forbearance of the *ISP Remand Order's* new markets and growth cap restrictions beyond the petitioner in that case to all telecommunications carriers.¹²

18. Accordingly, as of the October 8, 2004 effective date of the *Core Forbearance Order*, Level 3 is entitled to receive compensation for terminating all Qwest originated ISP-bound traffic in Washington at the current FCC mandated rate of \$0.0007 per minute of use.

19. Following that express modification of governing federal law, Level 3 began to invoice Qwest for intercarrier compensation for all ISP-bound traffic allowed under the *Core Forbearance Order* in Washington. Qwest, however, has taken the position that it will only pay for a portion of the calls originated by Qwest's customers and terminated to Level 3's ISP customers - in effect refusing to comply with the *Core Forbearance Order*.

20. Following the *Core Forbearance Order*, Level 3 sought to update the Parties' Agreement to remove the growth caps and new market restrictions. (See December 13, 2004 letter from Rogier Ducloo, Director of Interconnection Services, to Qwest, *Exhibit B*).

21. On January 27, 2005, Steve Hansen, Vice President-Carrier Relations for Qwest, responded in writing to Level 3, opening the dispute resolution timeframes. (See January 27, 2005 letter from Steve Hansen to Level 3, *Exhibit C*).

22. On March 31, 2005, Level 3 delivered to Qwest an amendment to the Parties' Agreement that would implement the *Core Forbearance Order*. (A copy of the March 31, 2005 letter from Andrea Gavalas, Vice President of Interconnection Services to Dan Hult of Qwest, is attached hereto as *Exhibit D*).

¹² See *id.*, ¶ 27.

23. Throughout the periods referenced, the Parties continued negotiations toward a new interconnection agreement, which negotiations included discussions related to updating existing and successor agreements to reflect recent changes in law, including the *Core Forbearance Order*.

24. Qwest has repeatedly refused to amend the current Agreement to reflect the *Core Forbearance Order* unless Level 3 concedes to Qwest's interpretation of the *Core Forbearance Order*. Specifically, Qwest will agree to a *Core Forbearance Amendment* only if Level 3 will waive its right to ISP-bound compensation in those circumstances where Level 3's ISP customers are not physically located within the local calling area of the originating callers.

25. Neither the FCC's *ISP Remand Order* nor the *Core Forbearance Order* distinguish "local" ISP-bound traffic from "non-local" ISP-bound traffic for purposes of determining the appropriate rate of compensation to be paid by Qwest to Level 3. The *ISP Remand Order* makes clear that the federal compensation regime of \$0.0007 applies to *all* ISP-bound traffic: "We conclude that this definition of 'information access'" — the statutory category into which the FCC placed ISP-bound calling — "was meant to include *all access traffic* that was routed by a LEC 'to or from' providers of information services, of which ISPs are a subset."¹³

26. Moreover, and as previously noted, this Commission has already rejected Qwest's "physical location" argument.¹⁴ In the Level 3/CenturyTel arbitration this Commission also found that ISP-bound calls enabled by virtual NXX should be treated like other ISP-bound calls

¹³ *ISP Remand Order* at ¶ 44 (emphasis added).

¹⁴ Level 3 Arbitration Order at ¶ 37.

for purposes of determining intercarrier compensation consistent with the FCC's ISP Order on Remand.¹⁵

IV. SUMMARY OF DISPUTED ISSUES

27. Level 3 brings the present action against Qwest for breach of the terms and conditions of the Parties' Agreement and for Qwest's violation of Washington law. The Petition consists of two counts.

28. Level 3 brings **Count I** for Qwest's willful and knowing breach of the Agreement in failing to recognize that the Agreement has been modified by the *Core Forbearance Order*, which allows Level 3 to receive compensation for all ISP-bound traffic originated by Qwest in Washington. Level 3 has received insufficient payment from Qwest for Level 3's transport and termination of Qwest-originated ISP-bound traffic from October 8, 2004 to the present (the "Disputed Period").¹⁶

29. The unpaid charges for Level 3's transport and termination of Qwest-originated ISP-bound traffic during the Disputed Period exceeds \$1,586,552.60, as of April 30 2005, exclusive of applicable late payment charges. A spreadsheet with invoice numbers and amounts submitted by Level 3 to Qwest are attached hereto as **Exhibit E**. Accordingly, Level 3 seeks the Commission to compel Qwest to pay all monies due Level 3, including late payment charges.

¹⁵ *In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC and CenturyTel of Washington, Inc., Pursuant to 47 U.S.C. Section 252, Docket UT-023043, Seventh Supplemental Order: Affirming Arbitrator's Report and Decision, February 28, 2003.*

¹⁶ Given the ongoing nature of this dispute, Level 3 continues to invoice Qwest for Level 3's the transport and termination of Qwest-originated ISP-bound Traffic and therefore the "Disputed Period" is continuing.

30. Level 3 brings **Count II** of the Petition for Qwest's breach of the Agreement as it relates to Qwest's obligation to engage in good faith negotiations to amend the Agreement. Specifically, Level 3 contends that Qwest failed to negotiate in good faith an amendment reflecting the FCC's *Core Forbearance Order* to forbear from applying its "growth cap" and "new markets rule" related to compensation for ISP-bound traffic.

31. To date, more than six months after Level 3 served notice upon Qwest to implement the terms of the *Core Forbearance Order*, Level 3 has been unable to reach an amendment with Qwest reflecting the *Core Forbearance Order*, despite (a) Level 3's numerous attempts at good faith negotiations, and (b) the fact that the changes made necessary by the *Core Forbearance Order* are simple to understand.

32. As relief for **Counts I and II**, Level 3 asks the Commission: (i) to order Qwest to accept Level 3's proposed *Core Forbearance Order* amendment; and (ii) order the Parties to true-up all billing related to their exchange of ISP-bound traffic back to October 8, 2004, the effective date of the *Core Forbearance Order*, including late payment charges. Level 3's proposed *Core Forbearance Order* amendment is attached hereto as ***Exhibit F***.

COUNT I

QWEST BREACHED ITS OBLIGATION TO COMPENSATE LEVEL 3 FOR LEVEL 3'S TRANSPORT AND TERMINATION OF QWEST-ORIGINATED ISP-BOUND TRAFFIC

33. Level 3 incorporates into this Count, by reference thereto, paragraphs 1 through 32 of this Petition.

34. During the Disputed Period, Level 3 terminated millions of minutes of Qwest-originated ISP-bound Traffic, for which Level 3 received no payment from Qwest. As reflected

in *Exhibit E*, the unpaid charges for transport and termination of Qwest-originated ISP-bound traffic during the Disputed Period exceeds \$1,586,552.60, as of April 30 2005, exclusive of applicable late payment charges.

35. Qwest's failure to pay Level 3 for all Level 3's transport and termination of Qwest-originated ISP-bound Traffic as required by the *Core Forbearance Order* is a material breach of the Interconnection Agreement.

36. Qwest's failure to pay Level 3 for Level 3's transport and termination of Qwest originated ISP-bound Traffic is a violation of Washington law and Commission and FCC rules and orders.

37. The Parties' Agreement states, *without qualification*, that "[t]he Parties agree to exchange *all*...ISP-bound traffic (as that term is used in the FCC ISP Order) at the FCC ordered rate, pursuant to the FCC ISP Order." (Emphasis added) (Section 7.3.4.3).

38. The Parties' Agreement further provides that "[t]he Parties shall exchange ISP-bound traffic pursuant to the compensation mechanism set forth in the FCC ISP Order." (Section 7.3.6.1).

39. Based on the foregoing terms of the Agreement, Qwest had a duty to pay Level 3 for transporting and terminating Qwest-originated ISP-bound traffic allowable under the *Core Forbearance Order*. Qwest's conduct is clearly in breach of the Agreement and has harmed Level 3. Level 3 is entitled to damages equal to the past due amounts for reciprocal compensation, plus late payment charges.

COUNT II

QWEST HAS FAILED TO NEGOTIATE AN AMENDMENT REFLECTING THE FCC'S CORE FORBEARANCE ORDER

40. Level 3 incorporates into this Count, by reference thereto, paragraphs 1 through 39 of this Petition.

41. Pursuant to the Parties' ISP Amendment, Qwest is obliged to negotiate an amendment in good faith upon a Change of Law.

42. To date, Qwest has refused to enter into an amendment that reflects only the terms of the FCC's *Core Forbearance Order*, in which the FCC eliminated growth caps and new market restrictions from its unified national compensation framework for ISP-bound traffic.

43. As a result of Qwest's refusal to implement the FCC's Order, Level 3 has not been compensated by Qwest for intercarrier compensation relating to ISP-bound Traffic minutes of use above the growth cap.

44. Level 3's proposed contract terms are consistent with the FCC's Core Forbearance Order, which addressed Core's petition requesting the FCC refrain from enforcing the provisions of the ISP Remand Order.

45. Accordingly, Level 3 asks that the Commission approve Level 3's proposed amendment and order that it be incorporated into the Interconnection Agreement. *See Exhibit F*. Additionally, Level 3 requests that the Commission order the Parties to true-up all billing for ISP-bound traffic back to October 8, 2004, the effective date of the *Core Forbearance Order*.

PRAYER FOR RELIEF

WHEREFORE, Level 3 respectfully requests that the Commission issue an Order:

- (1) Declaring that the Agreement, as interpreted by applicable law, requires Qwest to compensate Level 3 for all of Level 3's transport of Qwest-originated ISP-bound traffic to Level 3's network for termination;
- (2) Compelling Qwest to pay all past due reciprocal compensation charges for Level 3's transport and termination of Qwest-originated ISP-bound traffic;
- (3) Requiring Qwest to pay late payment charges on all past due amounts, in accordance with the Agreement, related to Level 3's transport and termination of Qwest-originated ISP-bound traffic;
- (4) Approving the language in Level 3's proposed *Core Forbearance Order* Amendment and compelling Qwest to execute the same;
- (5) Requiring the Parties to true-up all billing related to their exchange of ISP-bound traffic back to October 8, 2004, the effective date of the *Core Forbearance Order*;
and
- (6) Awarding such other relief, including, but not limited to, any appropriate fines or penalties, as the Commission deems just and reasonable.

RESPECTFULLY SUBMITTED this ____ day of June, 2005

PEÑA & ASSOCIATES, LLC

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Attorneys for Level 3 Communications

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CERTIFICATE OF SERVICE

I hereby certify that the original and twelve (12) copies of the foregoing **Level 3 Communications, LLC's Petition for Enforcement of Interconnection Agreement Qwest Corporation** was served via Federal Express for filing on this ____ day of June, 2005, addressed to the following:

Washington Utilities and Transportation Commission
Attention: Records Center
1300 S. Evergreen Park
Drive S.W.
Olympia, WA 98504-7250

I also hereby certify that I have this ____ day of June, 2005, served this document upon all parties in this proceeding, via U.S. Mail, postage prepaid, or Federal Express, addressed to the following:

Mark Reynolds Senior Director – Policy and Law Qwest Corporation 1600 7 th Avenue, Room 3206 Seattle, Washington 98191	Lisa A. Anderl, Senior Attorney Policy and Law Department Qwest Corporation 1600 7 th Avenue, Room 3206 Seattle, Washington 98191
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Jennifer Powers