Replacement
Exhibit PL-1T

BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In The Matter Of **Level 3 Communications, LLC'S Petition for Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, as Amended by The Telecommunications Act Of 1996, and the Applicable State Laws for Rates, Terms, and Conditions of Interconnection with Qwest Corporation**	**DOCKET NO. UT-063006**

REPLACEMENT

DIRECT TESTIMONY

OF PHILIP LINSE

QWEST CORPORATION

(DISPUTED ISSUE NOS. 1, 2, AND QUAD LINKS)

AUGUST 18, 2006

Replacement
Exhibit PL-1T

TABLE OF CONTENTS

I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is Philip Linse. My business address is 700 West Mineral Avenue, Littleton Colorado. I am employed as Director – Technical Regulatory in the Network Policy Organization. I am testifying on behalf of Qwest Corporation ("Qwest").

Q. PLEASE GIVE A BRIEF BACKGROUND OF YOUR EDUCATIONAL AND TELEPHONE COMPANY EXPERIENCE.

A. I received a Bachelors degree from the University of Northern Iowa in 1994. I began my career in the telephone communications industry in 1995 when I joined the engineering department of CDI Telecommunications in Missoula, Montana. In 1998, I accepted a position with Pacific Bell as a Technology Planner with responsibility for analyzing network capacity. In 2000, I accepted a position with U S WEST as a Manager, Tactical Planning. In 2001, I was promoted to a staff position in Technical Regulatory Interconnection Planning for Qwest. In this position, I developed network strategies for interconnection of unbundled Switching, Signaling System 7 ("SS7") and other switching-related products. My responsibilities also included the development of network strategies based on the evaluation of new technologies. I was one of the network organization's subject matter experts. In 2003, I was promoted to my current position as Director of

Technical Regulatory in the Network organization. Since my promotion in 2003, the Technical Regulatory group has been realigned and is now part of the Policy organization. In addition to my oversight responsibilities of Qwest's network regulatory interconnection and switching requirements for sections 251 and 252 of the Telecommunications Act of 1996, I also develop and direct the implementation of network policies. In addition to these internal functions, I also represent Qwest in industry technical standards setting groups such as the FCC's Network Reliability and Interoperability Council ("NRIC") and the Network Interconnection Interoperability Forum ("NIIF").

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to detail Qwest's positions, from a technical perspective, as they relate to the disputed issues that exist based on Level 3's most recent proposed contract language for the interconnection agreement ("ICA") between the parties. This testimony should be viewed as a complete replacement for my earlier Opening Testimony. My testimony will show that the Qwest position on these issues is reasonable, appropriate and more than adequately provides for the interconnection needs of Level 3. Specifically, my testimony will address the following issues:

- Issue 1: Costs of Interconnection
- Issue 2A & B: Combining Traffic on Interconnection Trunks

- Issue 2C: Transit Limitation
- Issue: Quad Links

In the portions of my testimony that follow, where the language has significant differences I have provided the full text of the opposing language of both parties.

III. DISPUTED ISSUE NO. 1: COSTS OF INTERCONNECTION

Issue No. 1A

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 1A.

A. Issue 1A involves disputed language regarding points of interconnection. Level 3 mischaracterizes the issue as having to do with its right to interconnect at a single point in the LATA and Qwest's obligation on its side of the Point of Interconnection ("POI"). However, Qwest believes that the POI is not the real issue here. The real issue is whether Qwest should be required to provide interconnection at points where it is not technically feasible or to provision/build transport facilities to Level 3 without compensation for the provisioning/building of such transport facilities. Whereas my testimony addresses Issue 1A from a technical perspective, the testimony of Bill Easton will more fully address compensation issues and why Level 3 is required to compensate Qwest for interconnection facilities provided by Qwest.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following language:

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), IntraLATA Toll carried solely by local exchange carriers and not by an IXC (IntraLATA LEC 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, 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 Service (EAS/Local traffic); or End Office Switches to Access Tandem Switches for the exchange of IntraLATA LEC Toll or Jointly Provided Switched Access traffic. Qwest Tandem Switch to CLEC Tandem Switch connections will be provided where Technically Feasible. New or continued Qwest local Tandem Switch to Qwest Access Tandem Switch and Qwest Access Tandem Switch to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of Switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.

7.1.1.1 CLEC agrees to allow Qwest to conduct operational verification audits of those network elements controlled by CLEC and to work cooperatively with Qwest to conduct an operational verification audit of any other provider that CLEC used to originate, route and transport VoIP traffic that is delivered to Qwest, as well as to make available any supporting documentation and records in order to ensure CLEC's compliance with the obligations set forth in the VoIP definition and elsewhere in this Agreement. Qwest shall have the right to redefine this traffic as Switched Access in the event of an "operational verification audit failure". An "operational verification audit failure" is defined as: (a) Qwest's inability to conduct a post-provisioning operational verification audit due to insufficient cooperation by CLEC or CLEC's other providers, or (b) a determination by Qwest in a post-provisioning operational verification audit that the CLEC or CLEC's end users are not originating in a manner consistent with the obligations set forth in the VoIP definition and elsewhere in this Agreement.

7.1.1.2 Prior to using Local Interconnection Service trunks to terminate VoIP traffic, CLEC certifies that the (a) types of equipment VoIP end users will use are consistent with the origination of VoIP as defined in this Agreement; and (b) types of configurations that VoIP end users will use to originate calls using IP technology are consistent with the VoIP configuration as defined in this Agreement.

Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?

A. Level 3 proposes the following:

> 7.1.1 This Section describes the Interconnection of Qwest's network and CLEC's network for the purpose of exchanging Telecommunications Including Telephone Exchange Service And Exchange Access traffic. Qwest will provide Interconnection at any Technically Feasible point within its network.
>
> 7.1.1.1 Establishment of SPOI: Qwest agrees to provide CLEC a Single Point of Interconnection (SPOI) in each Local Access Transport Area (LATA) for the exchange of all telecommunications traffic. The SPOI may be established at any mutually agreeable location within the LATA, or, at Level 3's sole option, at any technically feasible point on Qwest's network. Technically feasible points include but are not limited to Qwest's end offices, access tandem, and local tandem offices.
>
> 7.1.1.2 Cost Responsibility. Each Party is responsible for constructing, maintaining, and operating all facilities on its side of the SPOI, subject only to the payment of intercarrier compensation in accordance with Applicable Law. In accordance with FCC Rule 51.703(b), neither Party may assess any charges on the other Party for the origination of any telecommunications delivered to the other Party at the SPOI, except for Telephone Toll Service traffic outbound from one Party to the other when the other Party is acting in the capacity of a provider of Telephone Toll Service, to which originating access charges properly apply.
>
> 7.1.1.3 Facilities included/transmission rates. Each SPOI to be established under the terms of this Attachment shall be deemed to include any and all facilities necessary for the exchange of traffic between Qwest's and Level 3's respective networks within a LATA. Each Party may use an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet Point of Interconnection (POI) and/or Direct Trunked Transport (DTT) at DS1, DS3 , OC3 or higher transmission rates as, in that Party's reasonable judgment, is appropriate in light of the actual and anticipated volume of traffic to be exchanged. If one Party seeks to establish a higher transmission rate facility than the other Party would establish, the other Party shall nonetheless reasonably accommodate the Party's decision to use higher transmission rate facilities.
>
> 7.1.1.4 Each Party Shall Charge Reciprocal Compensation for the Termination of Traffic to be carried. All telecommunications of all types shall be exchanged between the Parties by means of from the physical

facilities established at Single Point of Interconnection Per LATA onto its Network Consistent With Section 51.703 of the FCC's Rules:

- 7.1.1.4.1 Qwest shall permit Level 3 to interconnect for the exchange of telecommunications Traffic at any technically feasible point on Qwest's network consistent with FCC and Commission Rules.

Q. WHY DOES QWEST OBJECT TO LEVEL 3'S PROPOSED LANGUAGE?

A. Level 3's contract language at 7.1.1.1 incorrectly defines its POI as a point that is physically located on Qwest's network. In addition Level 3's proposed language is inconsistent and attempts to extend Qwest's interconnection responsibility until it stretches from any point on the Qwest network to points that are not even within Qwest's serving territory. Level 3's proposed language would impose a requirement on Qwest to accept traffic where there are technical limitations and requires higher transmission rates than may be necessary or justified. Qwest also disputes the portions of Level 3's proposed language in Issue No. 1A as they apply or support other issues in dispute. The testimony of Larry Brotherson addresses the portions of Issue No.1A that concern Voice over Internet Protocol ("VoIP").

Q. DOES QWEST'S LANGUAGE PROHIBIT SINGLE POINT OF INTERCONNECTION?

A. No. Qwest's proposed language does not prohibit Single Point of Interconnection ("SPOI"); in fact it allows for SPOI under conditions that have been found acceptable by other similarly situated carriers and commissions throughout Qwest's 14 state territory, including Washington. As I will explain later in my

testimony when addressing issue 1B, Level 3 has multiple methods available to it to establish interconnection under Qwest's proposed language.

Q. IS LEVEL 3 CORRECT TO SUGGEST THAT IT MAY ESTABLISH ITS POI "ON" QWEST'S NETWORK?

A. No. While a POI may be located within a Qwest central office, interconnection is accomplished by means of cross-connections between components of Qwest's network and components of the interconnecting CLEC's network. These cross-connections are the physical demarcation point between the networks and facilitate the exchange of traffic between two separate networks. Level 3's language incorrectly and inappropriately suggests that it has the right to establish a POI that is directly connected to Qwest's equipment. What Level 3 is requesting, in actuality, is integration into Qwest's network, and not interconnection with Qwest's network. It is Qwest's position that interconnection is appropriately obtained by establishing a demarcation point (or POI) between Qwest's network and Level 3's network.

Q. WHAT IS A DEMARCATION POINT?

A. A demarcation point is a point where the facilities of two networks meet. This allows each network operator to maintain and control the performance of its respective network without potential adverse impacts that may be created by the

other network operator. Such demarcation points can include such locations as a main distribution frame.[1]

Q. ARE THERE OPTIONS AVAILABLE TO LEVEL 3 FOR ESTABLISHING A DEMARCATION POINT/POI?

A. Yes. For Level 3 to establish interconnection with Qwest, Level 3 must create its POI for demarcation at a point in each LATA within Qwest's serving territory. Level 3 would then choose a method of interconnection that best fits its needs. The methods for establishing interconnection are explained in my testimony for Issue 1B.

Q. HOW IS LEVEL 3'S PROPOSED LANGUAGE INCONSISTENT?

A. Level 3's language is inconsistent because it describes interconnection "within" Qwest's network in section 7.1.1 and then "on" Qwest's network in sections 7.1.1.1, 7.1.1.4 and 7.1.1.4.1. While Qwest agrees that the word "within" represents interconnection within Qwest's serving territory, the use of "on" in Level 3's proposed language increases the potential for future disputes.

Q. HOW MIGHT LEVEL 3'S PROPOSED LANGUAGE OBLIGATE QWEST TO EXCHANGE TRAFFIC WHERE IT IS NOT TECHNICALLY FEASIBLE?

---

[1] FCC 96-325, First Report And Order, ¶ 210, Aug. 8th 1996.

A. Level 3's proposed language obligates Qwest to accept telecommunications traffic of all types through Level 3's SPOI at any technically feasible point. All types of telecommunications traffic includes toll traffic. Level 3 then defines the technically feasible points to include Qwest's access tandems and local tandems. Qwest's network currently consists of a combination of access tandems for the routing of toll traffic, and local tandems for the routing of local traffic. Qwest's local tandem architecture, however, does not have the capability of routing toll traffic. Qwest's local tandems do not have the connections to end offices and to other carriers that would allow for the appropriate routing of traffic that is not local to the end offices that subtend each local tandem. To achieve that capability would require a substantial modification of Qwest's current network, which is not an obligation under the Act. Level 3 proposes language which would permit it to insist on interconnecting at points where it is not technically feasible.

Q. IS IT APPROPRIATE TO REQUIRE HIGHER TRANSMISSION RATES WHEN TRAFFIC VOLUME DOES NOT JUSTIFY IT?

A. No. Level 3's language proposes that each party provide higher transmission rates upon the request of the other party. This would force the placement or the augmentation of facilities to Qwest's existing network. Again, this is a redefinition of Qwest's obligation and a modification of its existing architectures and network capabilities. The argument for adequate facilities to deliver higher transmission rates as proposed by Level 3 would promote inefficient use of the

network. It is inappropriate and unreasonable to expect the upgrading of facilities or the adding of unnecessary capacity to the network when the network demand for such capacity does not exist.

Q. WHAT PORTIONS OF ISSUE NO. 1A ARE ADDRESSED ELSEWHERE IN THIS ARBITRATION?

A. Level 3's language at 7.1.1.1, 7.1.1.2 and 7.1.1.4.1 suggests that Level 3 be allowed to route switched access traffic over local interconnection trunks. This language implicates Issue No. 2 and is discussed there.

Issue No. 1B

Q. PLEASE EXPLAIN DISPUTED ISSUE NO. 1B.

A. Issue 1B involves disputed language concerning establishment of a point of interconnection.

Q. WHAT LANGUAGE DOES QWEST PROPOSE?

A. Qwest proposes the following which is found in the interconnection agreement ("ICA") filed by Qwest with its Response to Level 3's Petition:

- 7.1.2 Methods of Interconnection
- The Parties will negotiate the facilities arrangement used to interconnect their respective networks. CLEC shall establish at least one (1) physical Point of Interconnection in Qwest territory in each LATA CLEC has local End User Customers. The Parties shall establish, through negotiations, at least one (1) of the following Interconnection arrangements, at any Technically Feasible point: (1) a DS1 or DS3 Qwest-provided facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) other

Technically Feasible methods of Interconnection via the Bona Fide Request (BFR) process unless a particular arrangement has been previously provided to a third party, or is offered by Qwest as a product.

Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?

A. Level 3 proposes the following:

- 7.1.2 Methods of Interconnection

7.1.2 Qwest shall permit CLEC to establish a POI through: (1) a collocation site established by CLEC at a Qwest wire center, (2) a collocation site established by a third party at Qwest wire center, or (3) transport (and entrance facilities where applicable).

CLEC shall establish one POI at any technically feasible point on Qwest's network within each LATA in which CLEC desires to exchange traffic directly with Qwest by any of the following methods:

1. a collocation site established by CLEC at a Qwest Wire Center,
2. a collocation site established by a third party at Qwest Wire Center;
3. transport (and entrance facilities where applicable) ordered and purchased by CLEC from Qwest; or
4. Fiber meet points.

CLEC shall establish one POI on Qwest's network in each LATA. POIs may be established by CLEC through:

1. a collocation site established by CLEC at a Qwest Wire Center,
2. a collocation site established by a third party at Qwest Wire Center;
3. transport (and entrance facilities where applicable) ordered and purchased by CLEC from Qwest at the applicable Qwest intrastate access rates and charges; or
4. Fiber meet points.

Q. WHAT FACILITY ARRANGEMENTS DOES QWEST PROVIDE FOR INTERCONNECTION WITH LEVEL 3?

A. There are four facility arrangements or methods of establishing interconnection with Qwest: (1) DS1 or DS3 Qwest provided entrance facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; and (4) other Technically Feasible methods of Interconnection. Level 3 may use any or all of these options to establish interconnection with Qwest.

The "DS1 or DS3 Qwest provided facility" is an option for establishing interconnection where Qwest provisions or builds a physical transmission path to the Level 3 POI. The transmission path is typically made up of fiber or copper conductors provisioned either at the DS1 level of transmission or at a DS3 level of transmission. DS1s and DS3s are merely different bandwidths or capacities of transport facilities that Qwest provisions or builds to Level 3's POI. The Qwest provided facility described here is also known as an entrance facility.

Collocation is an option by which Level 3 may extend its facilities into a Qwest central office and terminate them to collocate within that central office to establish a POI. Qwest would then provision or build interconnection facilities to the Level 3 Collocation. This Collocation may also be a third party Collocation.

"Negotiated Mid-Span Meet POI facilities" is an option where Level 3 extends its own facilities to a negotiated point approximately half way between the Level 3

premises and Qwest's central office building. This facility arrangement is used when Level 3 chooses not to have Qwest build entrance facilities to Level 3's premises or choses not to build its own facilities to a collocation space within Qwest's central office. With this arrangement, Level 3 builds its portion of the transport facilities while Qwest builds its portion of its transport facilities to an agreeable location for interconnection at the midpoint between Level 3's premises and Qwest's central office. This allows Level 3 and Qwest to equally share in the cost of building the transport required for Level 3 to interconnect with Qwest.

"Other Technically Feasible methods of Interconnection" is an option when there is an alternate method of interconnection. This is done through a Bona Fide Request ("BFR"). The BFR enables Qwest to validate the technical feasibility of the alternate method to facilitate interconnection. Interconnection is not the only use of the BFR. A BFR can be used for other requests such as those associated with access to Unbundled Network Elements that may not be currently available.

Q. PLEASE SUMMARIZE WHAT THESE OPTIONS PROVIDE?

A. These options provide Level 3 the flexibility to have Qwest build facilities to Level 3, or have Level 3 build to Qwest's wire center (Collocation), or meet somewhere in the middle. Qwest also provides the flexibility to use an alternate technical feasible method not covered by the previous three options.

Q. ARE THERE ANY OTHER FACILITIES THAT MAY BE REQUIRED FOR INTERCONNECTION?

A. On occasion, yes. For example, if Level 3 has established its POI in a particular Qwest wire center and then wishes to interconnect with switches located in other Qwest wire centers, then Direct Trunked Transport could be supplied by Qwest to connect Level 3's POI to these other Qwest switches.

Q. WHAT IS LIS?

A. LIS is a bundled trunk-side service that provides switching and transport for the mutual exchange of traffic that originates and terminates within a Qwest Local Calling Area (LCA) or an Extended Area Service (EAS) exchange. LIS provides the logical connections that are necessary for the exchange of traffic and are established over the physical facility arrangement that is chosen by Level 3 to connect Level 3's POI with Qwest's network.

Q. HOW IS LIS PROVISIONED TO INTERCONNECT LEVEL 3 AND QWEST?

A. LIS is provisioned by using transport facilities and logical trunk connections that are programmed into Qwest's switches. Switches are also equipped with interfaces so that they may be connected to one another with transport facilities. The facility options my testimony describes above are the transport options Level 3 may use to connect its switches with Qwest's switches. Logical trunk

connections then must be created to allow calls to be routed onto and off of these transport facilities. This allows for telecommunications traffic to flow between the switches. Both Qwest and Level 3 must coordinate the creation of these trunks during the provisioning of LIS. Each trunk that is created between switches allows a voice conversation to take place between the switches. Each switch must have a trunk connection for a call to route to the other switch. Based on the coordinated provisioning of LIS, each switch is programmed to know which trunk to route the call across by using the subscriber's dialed digits as directions. The switch would then route the call to the predetermined trunk that connects the two switches for completion of the call.

Q. WHAT TRUNKING OPTIONS ARE THERE FOR LIS?

A. There are essentially four local trunking options available to Level 3: (1) LIS to Qwest's End Office; (2) LIS to Qwest's local tandem; (3) LIS to Qwest's access tandem; and (4) Single Point of Presence ("SPOP").

LIS to Qwest's End Office allows for Level 3 to send and receive its end users' local traffic to and from each end office that Level 3 has established LIS.

LIS to Qwest's local tandem allows for Level 3 to send and receive its end users' local traffic to and from a local tandem for delivery of its traffic to and from all end offices that subtend that local tandem. This traffic may also consist of transit traffic that Level 3 originates to a third local carrier.

LIS to Qwest's access tandem allows for Level 3 to send and receive its end users' traffic to and from IXCs that are connected to that access tandem. This traffic may also consist of IntraLATA transit traffic that Level 3 originates to a third local carrier. In addition, Level 3 may send intraLATA toll that its end users originate.

SPOP allows for Level 3 to send and receive its end users' local traffic to and from all end offices that subtend Qwest's access tandem. SPOP also allows for Level 3 to send and receive its end users' traffic to and from IXCs that are connected to that access tandem. In addition, Level 3 may send intraLATA toll that its end users originate. This traffic may also include both IntraLATA and local transit traffic that Level 3 originates to a third local carrier.

Q. WHAT ARE THE BENEFITS OF SPOP?

A. Where volumes of local traffic are low, Level 3 only has to establish trunks to the access tandem. This avoids trunking between Level 3's POI and each Qwest end office and local tandem.

Q. ARE THERE LIMITATIONS TO SPOP?

A. Yes. Not all local carriers, Interexchange Carriers ("IXCs") or Qwest end offices have or will have trunking with each Qwest access tandem. Therefore, separate trunking to each access tandem may be required to the extent there is more than one access tandem in a LATA. Although additional trunking may be required

within a LATA, it will not require Level 3 to maintain more than a single POI per LATA.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest language more appropriately reflects the methods of interconnection between Qwest's network and CLEC networks like Level 3's network. Unlike Level 3's language, Qwest's language does not confuse what is required to create a POI with what is realistically required to interconnect two networks.

IV. DISPUTED ISSUEs NO. 2A and 2B:

ALL TRAFFIC ON INTERCONNECTION TRUNKS

Q. PLEASE EXPLAIN DISPUTED ISSUES NO. 2A AND 2 B.

A. Issues 2A and 2 B concern the types of traffic that may be combined over LIS trunks and whether Qwest is entitled to compensation for the interconnection trunks it provides to Level 3. The testimony of Mr. Easton addresses the compensation issue while my testimony addresses the network and technical issues.

Q. WHAT LANGUAGE IS QWEST PROPOSING?

A. Qwest is proposing the following language:

- 7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound Traffic, IntraLATA LEC Toll , VoIP traffic and Jointly Provided Switched Access (InterLATA and IntraLATA Toll involving a third party IXC) may be

combined in a single LIS trunk group or transmitted on separate LIS trunk groups.

- 7.2.2.9.3.1.1 If CLEC utilizes trunking arrangements as described in Section 7.2.2.9.3.1, Exchange Service (EAS/Local) traffic shall not be combined with Switched Access, not including Jointly Provided Switched Access, on the same trunk group, i.e. Exchange Service (EAS/Local) traffic may not be combined with Switched Access Feature Group D traffic to a Qwest Access Tandem Switch and/or End Office Switch.

7.2.2.9.3.2 CLEC may combine originating Exchange Service (EAS/Local) traffic, ISP-Bound Traffic, IntraLATA LEC Toll, VoIP Traffic and Switched Access Feature Group D traffic including Jointly Provided Switched Access traffic, on the same Feature Group D trunk group.

- 7.2.2.9.3.2.1 CLEC shall provide to Qwest, each quarter, Percent Local Use (PLU) factor(s) that can be verified with individual call detail records or the Parties may use call records or mechanized jurisdictionalization using Calling Party Number (CPN) information in lieu of PLU, if CPN is available. Where CLEC utilizes an affiliate's Interexchange Carrier (IXC) Feature Group D trunks to deliver Exchange Service (EAS/Local) traffic with interexchange Switched Access traffic to Qwest, Qwest shall establish trunk group(s) to deliver Exchange Service (EAS/Local), Transit, and IntraLATA LEC Toll to CLEC. Qwest will use or establish a POI for such trunk group in accordance with Section 7.1.

Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING?

A. Level 3 proposes the following language:

7.2.2.9.3.1 Where CLEC exchanges Telephone Exchange Service, Exchange Access Service, Telephone Toll Service, and ISP-bound Traffic and VoIP Traffic with Qwest over an LIS interconnection network, CLEC agrees to pay Qwest, on Qwest's side of the POI, state or federally tariffed rates applicable to the facilities charges for InterLATA and/or IntraLATA traffic in proportion to the total amount of traffic exchanged over such interconnection facility. Otherwise each party remains 100% responsible for the costs of its interconnection facilities on its side of the POI.

Except as expressly provided in Section 7.3.1.1.3 Each party shall bear all costs of interconnection on its side of the network in accordance with 47

C.F.R. § 51.703. Accordingly, unless otherwise expressly authorized according to Section 7.3.1.1.3, neither Party may charge the other (and neither Party shall have an obligation to pay) any recurring and/or nonrecurring fees, charges or the like (including, without limitation, any transport charges), associated with the exchange of any telecommunications traffic including but not limited to Traffic, ISP-bound and VoIP Traffic on its side of the POI.

- Section 7.3.9 of this Agreement applies for allocating compensation for differently rated traffic exchanged over an LIS interconnection network.

Q. WHAT CONCERNS DOES QWEST HAVE WITH LEVEL 3'S PROPOSED LANGUAGE?

A. Level 3 is proposing to route switched access traffic over LIS trunks. This creates several technical problems that that have various impacts to Qwest, CLECs, and independent companies. In addition to the various impacts to Qwest, CLECs and independent companies will be negatively impacted by Level 3's proposed language because it will generate phantom traffic and prevent Qwest from providing access records to Qwest's Qwest Platform Plus wholesale switching customers. Ultimately, Level 3's proposed language sacrifices Qwest's ability to create billing records so that Level 3 may obtain sole control over the information that is used for billing Level 3.

Level 3's proposed language creates technical difficulties that would otherwise be avoided by using the access service trunks which all other interexchange service providers establish with Qwest. Qwest's language allows Level 3 to route both its local and its switched access traffic over FGD. The routing of Level 3's local and switched access traffic over FGD trunking provides Level 3 with the same

efficiencies that it would obtain if it were allowed to route traffic over local interconnection trunking. In addition, routing of local and access traffic over FGD allows for the appropriate recording of traffic that alleviates the concern of phantom traffic. Furthermore, Qwest's proposed language is in keeping with industry practice.

Q. WHAT IS SWITCHED ACCESS TRAFFIC?

A. Switched access traffic is InterLATA and IntraLATA traffic that routes to and from IXCs. This traffic typically routes between IXCs and Local Exchange Carriers ("LECs"). The switched access service that Qwest provides typically utilizes Feature Group trunking. Feature Group trunking is a software feature of a telecommunications switch. FGD is the most common software feature used to route traffic to IXCs. This traffic is specifically routed to and from IXCs.

Q. IS YOUR DESCRIPTION OF SWITCHED ACCESS CONSISTENT WITH THE DEFINITION AGREED TO IN THE PROPOSED ICA?

A. Yes.

Q. WHAT SPECIFIC TECHNICAL PROBLEMS WOULD BE CREATED IF LEVEL 3 ROUTES SWITCHED ACCESS TRAFFIC OVER LIS TRUNKS?

A. The most significant problem with routing switched access traffic over LIS trunks is Qwest's inability to generate a record for billing. Specifically, Qwest's

recording of LIS trunks is not designed or engineered to record switched access traffic for the purposes of billing switched access charges.

Q. WHAT METHODS DOES QWEST USE TO RECORD TRAFFIC?

A. There are two methods that Qwest uses to record traffic for intercarrier compensation. The first is through a switch-based recording and the second is through a link monitoring recording based on SS7 signaling. The switch-based recording uses memory in the switch to record and format the information that is received by the switch. The SS7 based recording tool records traffic using information provided in the SS7 signaling stream.

Q. HOW ARE THESE TWO METHODS OF RECORDING TRAFFIC USED FOR INTERCARRIER COMPENSATION?

A. Switch-based recordings are used for Access Service billing of IXCs and billing of Wireless carriers. The use of these recordings is based on the Access Service that is requested by an IXC or Interconnection Service that is requested by a Wireless carrier. As I explained above, IXCs obtain connections to Qwest's network using access services such as FGD. Wireless Service providers typically request interconnection using Type 2 interconnection trunking.

CroSS7 recordings on the other hand are used for solely for billing CLECs and some independent companies for local traffic. The CroSS7 recording capability has been set up associated with LIS trunks so that local traffic may be recorded.

Q. WHY ARE SWITCH-BASED RECORDINGS NOT CREATED ON LOCAL CALLS?

A. Prior to 1996 and the Telecom Act there was no need to record local traffic for the purposes of intercarrier compensation. Before the 1996 Act local service was provided exclusively by Incumbent Local Exchange Carriers ("ILEC") and was typically provided at a flat rate. Thus there was no need to record local traffic. However, after the 1996 Act and the introduction of CLECs, reciprocal compensation for local traffic became an issue. As a result, CroSS7 was developed to record traffic that was exchanged between Qwest and CLECs over LIS trunks.

Q. DOES CROSS7 RECORD SWITCHED ACCESS FOR BILLING PURPOSES?

A. No. There was no need to enable CroSS7 to record switched access traffic for billing purposes or to incur the expense of creating billing records for additional services. This is because access service recording was done by a switch based recording associated with access service trunking. CroSS7 was developed solely to record local traffic that was exchanged with CLECs for billing purposes.

Q. IF LEVEL 3 WERE TO ROUTE SWITCHED ACCESS TRAFFIC OVER LIS TRUNKS, WOULD QWEST HAVE THE ABILITY TO CREATE A SWITCHED ACCESS RECORD?

A. No. Because CroSS7 was not engineered for the purposes of recording switched access traffic for billing, Qwest does not have the ability to create a switched access billing record.

Q. WHAT ADDITIONAL PROBLEMS WOULD OCCUR IF LEVEL 3 WERE ALLOWED TO ROUTE SWITCHED ACCESS TRAFFIC OVER LIS TRUNKS?

A. If Level 3 were to route switched access traffic over its local LIS with Qwest, other carriers such as independent companies and other CLECs would view this traffic as phantom traffic because they would not receive the Jointly Provided Switched Access ("JPSA") records associated with the traffic that Level 3 would be routing over LIS trunks. In other words, CLECs and independent companies that terminate Level 3's switched access traffic that is routed through Qwest over LIS trunks would not have the ability to bill terminating access charges to Level 3.

Q. DOES THIS TECHNICAL LIMITATION ALSO IMPACT QWEST WHOLESALE SWITCHING CUSTOMERS?

A. Absolutely. In fact, the inability for Qwest to provide JPSA records to Qwest wholesale switching customers is even more profound. This is because Qwest's wholesale switching customers use Qwest switches and the telephone numbers associated with Qwest's switches. Without Qwest's ability to record and develop

a JPSA record, it is technically impossible for Qwest to provide its wholesale switching customers with these records.

Q. WILL QWEST PROVIDE LEVEL 3 THE CAPABILITY TO ROUTE BOTH SWITCHED ACCESS TRAFFIC AND LOCAL TRAFFIC OVER A SINGLE TRUNK GROUP?

A. Yes.

Q. WHAT IS QWEST OFFERING TO LEVEL 3 THAT PROVIDES LEVEL 3 THE CAPABILITY IT IS SEEKING?

A. Qwest's proposed language gives Level 3 the capability it is seeking. Qwest's language allows Level 3 to route both its local and toll traffic over FGD trunking. As I described above, these trunks are typically used for routing switched access traffic. Qwest has developed a methodology for Level 3 to route its local traffic over these same trunks. Furthermore, Qwest has also developed the ability to record this traffic so that local traffic and access traffic are billed appropriately. AT&T has similar routing provisions in its agreement with Qwest.

Q. ARE THE NETWORK EFFICIENCIES DIFFERENT IF LEVEL 3 WERE TO ROUTE SWITCHED ACCESS TRAFFIC AND LOCAL TRAFFIC OVER FEATURE GROUP D VERSUS OVER LIS TRUNKS?

A. No. Network efficiency is not an argument against using an established method for routing Level 3's switched access traffic and local traffic over FGD trunking.

Once again, Level 3's argument can be distilled down to the charges it might pay and not network efficiencies or technical feasibility. Level 3 does not want to pay the same rates that all other IXCs pay to provision its ability to route switched access traffic to Qwest.

Q. LEVEL 3 HAS RECENTLY COMPLETED ITS ACQUISITION OF WILTEL. DID LEVEL 3 ACQUIRE AN EXTENSIVE FEATURE GROUP D NETWORK THROUGH THE PURCHASE OF WILTEL?

A. Yes. WilTel's website provided insight to the network and the capabilities that Level 3 has acquired.[2] It states, for example, that the acquisition of WilTel by Level 3 allows "nationwide" origination or "worldwide" termination of switched access traffic. WilTel provides "[a] nationwide Feature Group D deployment and fully redundant SS7 network…"

Q. CAN LEVEL 3 USE THE NETWORK ARCHITECTURE THAT IT NOW HAS IN PLACE TO ROUTE BOTH SWITCHED ACCESS AND LOCAL TRAFFIC TO QWEST USING FGD TRUNKS?

A. Yes. Level 3 can use the existing transport capacity it has established with Qwest to route both its switched access traffic and local traffic using FGD. All that Level 3 needs to do is convert its LIS trunks to FGD trunks. This would not

---

[2] Exhibit PL-2, http://www.wiltel.com/products/content/voice_services/oneplus.htm

require changes to Level 3's switch. This conversion would not require a network architecture change that would require a net increase to Level 3's network capacity for the termination of traffic with Qwest. Therefore, Level 3 would merely need to submit an order for Qwest to make this software change. This conversion would allow Level 3 to route both switched access and local traffic over FGD trunks.

Q. WILL THERE BE A SIGNIFICANT AMOUNT OF ACCESS TRAFFIC THAT WILL ROUTE TO QWEST FROM LEVEL 3?

A. Yes. As a result of the WilTel acquisition, and Level 3's characterization of it, the volume of switched access traffic delivered by Level 3 to Qwest will be substantial. Level 3 will be among the top five users of Qwest's switched access services. The amount of switched access traffic delivered by Level 3 to Qwest dwarfs the amount of non-switched access traffic that is currently sent from Level 3 to Qwest.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language more appropriately provides Level 3 with the capability to combine traffic on a single trunk group. At the same time, Qwest's language provides for routing and recording of switched access and local traffic that is consistent with the way other IXCs and CLECs route traffic. It is consistent with industry practice and does not require a "one-off" solution developed solely for Level 3.

V. DISPUTED ISSUE NO. 2C: TRANSIT LIMITATION

Q. PLEASE EXPLAIN THE TRANSIT LIMITATION ISSUE.

A. Disputed issue 2C concerns Level 3's routing of switched access traffic over LIS trunks. Specifically, Level 3 is proposing to route switched access to other LECs over FGD trunks while at the same time refusing to route similar traffic to Qwest over these same types of FGD trunks.

Q. WHAT LANGUAGE IS QWEST PROPOSING?

A. Qwest proposes the following language:

- 7.2.2.9.3.2 CLEC may combine originating Exchange Service (EAS/Local) traffic, ISP-Bound Traffic, IntraLATA LEC Toll, VoIP Traffic and Switched Access Feature Group D traffic including Jointly Provided Switched Access traffic, on the same Feature Group D trunk group.

Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING?

A. Level 3 proposes the following language:

- 7.2.2.3.5 Transit Limitation: For Telephone Toll and IP/TDM (i.e. VoIP) traffic that Level 3 terminates to Qwest, Level 3 agrees to route over the local interconnection trunks only such Telephone Toll and IP/TDM (i.e. VoIP) traffic that would route to NPA-NXX codes homed to Qwest switches.

Q. WHY IS QWEST OPPOSED TO LEVEL 3'S LANGUAGE?

A. Level 3's transit limitation language requires Level 3 to maintain a separate network for traffic that it will send to carriers that subtend Qwest's network. This flies in the face of Level 3's own argument that it is more efficient to maintain a

single trunk group type to route local and switched access traffic. In addition, Level 3's language is ambiguous and can be interpreted to allow Level 3 to deliver to Qwest the very traffic that it claims it will not route to Qwest.

Q. ARE THERE TECHNICAL LIMITATIONS THAT LEVEL 3 HAS OVERLOOKED IN ITS PROPOSED LANGUAGE ?

A. Yes. Qwest is a wholesale switching provider which allows Qwest former UNE-P customers to continue purchasing wholesale switching from Qwest. These customers receive records from Qwest so that the wholesale switching customer may bill IXCs access charges for traffic that originates and terminates from its end user customers that are served using Qwest's wholesale switching. Because wholesale switching uses Qwest switches and telephone numbering resources, it is impossible for level 3 to appropriately determine what telephone numbers are Qwest's and what telephone numbers are CLEC's that use Qwest's wholesale switching. Thus, Level 3's proposed language will prevent CLECs from billing Level 3 switched access for long distance traffic.

Q. HOW DOES LEVEL 3'S TRANSIT LIMITATION LANGUAGE CONTRADICT ITS ARGUMENT FOR MAINTAINING A SINGLE NETWORK?

A. For Level 3 to comply with the language that it proposes in section 7.2.2.3.5, Level 3 would be required to maintain a separate trunking network for the traffic that is destined for non-Qwest NPA-NXXs. This is the same traffic that would

normally be delivered to Qwest's network using FGD trunks. By proposing what it calls "transit limitation" language, Level 3 is expressing its willingness to maintain the very network that it argues is inefficient. It also calls into question Level 3's motivation to route switched access traffic over LIS trunks.

Q. DOES LEVEL 3'S PROPOSED LANGUAGE PREVENT IT FROM DELIVERING TO QWEST SWITCHED ACCESS TRAFFIC DESTINED FOR INDEPENDENTS AND CLECS?

A. No. To start with, the "transit limitation" provision would be difficult for Qwest to enforce absent the recording capabilities that FGD provides. However, even if Level 3 followed the provision to the letter, there would still be problems associated with switched access traffic destined for independent companies and CLECs. This is so because Level 3's language would allow the routing of NPA-NXX codes to Qwest that "home" to Qwest's switches. However, both end office switches and NPA-NXX's have homing tandem arrangements[3]. Thus, other carriers that interconnect at the same tandem switches to which Level 3 is interconnected, have their NPA-NXX homing tandem arrangement with Qwest's tandem switches. Thus, Level 3's language would allow Level 3 to route to Qwest the very traffic for which switched access records are necessary. As I have

[3] The Telcordia® Business Integrated Routing/Rating Database System (BIRRDS) USER MANUAL – July, 2005 addresses homing tandems associated with switches and the ATIS CENTRAL OFFICE CODE (NXX) ASSIGNMENT GUIDELINES (COCAG) May, 2006 addresses homing tandems associated with numbering resources i.e. NPA-NXXs.

explained above, traffic routed to Qwest from Level 3 that appears to be in compliance with Level 3's proposed language would create phantom traffic because the other interconnected carriers would not receive jointly provided switched access records associated with the traffic that Level 3 would be routing over LIS trunks.

Q. ARE THERE OTHER SITUATIONS WHERE LEVEL 3'S ROUTING MAY COMPLY WITH ITS PROPOSED LANGUAGE AND STILL RESULT IN PHANTOM TRAFFIC?

A. Yes. Level 3 may route to Qwest all of Qwest NPA NXXs that have been ported to an interconnected carrier. The terminating carriers that have Qwest ported numbers would then receive traffic that would not be accompanied by a billable record. In addition, CLECs that have purchased wholesale switching from Qwest would also not receive the appropriate records to use to bill Level 3 for switched access.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

A. Qwest's language is unambiguous and more appropriately provides Level 3 with the capability to combine traffic on a single trunk group. At the same time, Qwest's language provides for routing and recording of switched access and local traffic that is consistent with the way other IXCs and CLECs route traffic. It is consistent with industry practice and does not require a "one-off" solution developed solely for Level 3. The fact that Qwest's approach has been

acceptable to the rest of the industry for years speaks volumes on this issue. The creation of phantom traffic is minimized under Qwest's language and is increased under Level 3's language.

VI. DISPUTED ISSUE: QUAD LINKS

Q. PLEASE EXPLAIN THE MEET POINT SIGNALING ISSUE.

A. The parties previously agreed to the language for section 7.2.2.6.1 of the Agreement concerning signaling. Level 3 is now proposing language that could be interpreted to impose signaling obligations beyond those that Qwest is required by law to provide. The agreed to section 7.2.2.6.1 allows Level 3 obtain signaling from Qwest through the tariff offering that Qwest provides to other carriers.

Q. WHAT LANGUAGE IS QWEST PROPOSING?

A. What language did the parties agree to:

- 7.2.2.6.1 SS7 Out-of-Band Signaling. SS7 out-of-band signaling is available for LIS trunks. SS7 out-of-band signaling must be requested on the order for new LIS trunks. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) as set forth in this Agreement at Section 9.6 or 9.13; (b) as defined in the FCC Tariff # 1; or (c) from a third party signaling provider. Each of the Parties, Qwest and CLEC, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, GR-394 CORE and Qwest Technical Publication 77342.

Q. WHAT NEW LANGUAGE IS LEVEL 3 PROPOSING?

A. Level 3 proposes the following language:

- 7.2.2.6.1.1 Either party may choose to provide its own SS7 signaling (via a single set of Quad Links) for its facility-based services, or to the extent available, it may purchase SS7 signaling from the other party under the terms and conditions of that party's tariff offering. Alternatively, either party may choose to obtain SS7 signaling from a third-party provider.

- 7.2.2.6.1.2 In the event that LEVEL 3 constructs Quad Links, the point at which Level 3's single set of Quad Links physically link to Qwest's STP shall establish a meet point demarcating each Party's respective legal and financial responsibilities for their respective network and traffic exchanged between those networks.

- 7.2.2.6.1.3 To the extent that Qwest and Level 3 establish a mid-span meet or alternative form of establishing physical linking of SS7 Quad links, they will negotiate mutually agreeable terms and conditions for the apportioning facilities costs.

Q. DOES QWEST PROVIDE NON-DISCRIMINATORY SIGNALING CAPABILITIES TO LEVEL 3?

A. Yes. Qwest provides signaling to Level 3 in the same manner that Qwest provides signaling to other carriers that request SS7 signaling functionality. In the past, Qwest has provided signaling through its tariffs as well as through its unbundling obligations. Upon decisions made in the Triennial Review[4] and the

[4] Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978, ¶ 545 (2003). ("We conclude that, in the last several years, the market for signaling networks has matured. The record reflects that multiple alternative providers are available to provide rival signaling services to competitive LECs.1672 Accordingly, we conclude that, as a general matter, competitive LECs are no longer impaired without access to the incumbent LECs' signaling networks as a UNE. In performing our impairment analysis, we consider whether barriers exist for a competitive LEC to serve customers through either deploying its own signaling network or by purchasing signaling from alternative providers to the incumbent LEC. We determine that no such barriers exist. A review of our record reveals that there are numerous competitive suppliers of signaling services, such as Illuminet, TSI, Southern New England Telephone, AT&T, WorldCom and Sprint,1673 all of which are actively providing signaling services to

Triennial Review Remand Order,[5] Qwest is no longer obligated to "unbundle" its signaling network. However, Qwest still offers its tariffed signaling service that allows any carrier or signaling provider to obtain access to Qwest's signaling network. Qwest's signaling tariff provides signaling for both local and non-local traffic that terminates to or originates from Qwest. Qwest's tariff does not require separate signaling connections for local and non-local traffic. Qwest's signaling tariff also allows for transient signaling messages so that carriers may transmit

---

competitive LECs on a commercial basis. For instance, Illuminet, which owns the largest signaling network in the United States that is unaffiliated with an incumbent LEC, has access to all of the LATAs of the BOCs and major independent LECs, operates 14 STP pairs, and provides signaling to competitive carriers on a national scope.1674 Similarly, TSI provides a nationwide signaling service that offers SS7 access to and from nearly all LATAs within the United States.1675 There are also regional SS7 options for competitive carriers. Sprint, for example, operates a regional SS7 network, which contains ten pairs of regional STPs and one national STP pair that serves Sprint customers in 18 states.1676 ICG also offers a regional SS7 service, which is available from over thirty cities via ICG's regional STP access hub nodes.1677 Indeed, there is evidence in the record that many competitive LECs are using alternative providers for most or all of their signaling needs.1678 There is also evidence of self-deployment of SS7 network capabilities by competitive carriers, such as TimeWarner Telecom and NewSouth.We find, therefore, that for competitive carriers deploying their own switches, there are no barriers to obtaining signaling or self-provisioning signaling capabilities and we do not require incumbent LECs to continue offering access to signaling as a UNE under section 251(c)(3) of the Act.").

[5] Order on Remand, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Dkt. Nos. WC 04-313/CC 01-338, FCC 04-290, ¶ 227, footnote 627 (February 4, 2005) ("The requesting carrier shall continue to have access to shared transport, signaling, and call-related databases as provided in the *Triennial Review Order* for those arrangements relying on unbundled local circuit switching that have not yet been converted to alternative arrangements. *Triennial Review Order*, 18 FCC Rcd at 17319-20, 17323-34, paras. 533-34, 542-60. We note that TSI's petition for reconsideration of the *Triennial Review Order* that requests that the Commission find signaling elements to be competitively available either through third party providers or through self-provisioning and that competitive LECs do not need mandatory access to signaling was not timely filed. TSI Telecommunications Services, Inc. Petition for Reconsideration, CC Docket No. 01-338 (filed Oct. 3, 2003). In any event, even if we were to consider TSI's petition, because we otherwise generally eliminate unbundled switching, and with it unbundled access to signaling, we dismiss that petition as moot.").

signaling messages to other carriers for calls that do not terminate or originate on Qwest's network. It is unclear why Level 3 has raised quad links as an issue in this arbitration.

Q. WHAT PROBLEMS DOES QWEST HAVE WITH LEVEL 3'S PROPOSAL?

A. Qwest has 3 specific problems with Level 3's language. First the language that Level 3 has provided in section 7.2.2.6.1.1 is completely duplicative of the agreed to language in section 7.2.2.6.1. Second, Level 3's proposed section 7.2.2.6.1.2 could be interpreted to obligate Qwest to develop a unique signaling service specifically for Level 3. Third, Level 3's proposed section 7.2.2.6.1.3 could be interpreted to obligate Qwest to build signaling facilities where Qwest is not lawfully obligated to do so.

Q. IN WHAT WAYS IS LEVEL 3'S PROPOSED SECTION 7.2.2.6.1.1 DUPLICATIVE OF THE AGREED TO SECTION 7.2.2.6.1?

A. First, the agreed to Section 7.2.2.6.1 does not prohibit Level 3 from providing its own signaling. Second, Qwest's subpart (b) provides that Qwest provides signaling pursuant to its FCC Tariff # 1. Third, subpart (c) permits Level 3 to obtain signaling from a third party. Finally, Level 3 has never been prohibited from using a single quad set of signaling links. In fact, the Telcordia documents identified in Qwest's language explain the requirements for interconnecting signaling networks. These Telcordia documents do not require anything more

than a single quad set of signaling links. In addition, Qwest's technical publication is consistent with Telcordia documentation in that it also does not require more than a single quad set of signaling links. It is completely unclear why Level 3 has taken issue with Qwest's SS7 signaling provisions of the ICA.

Q. WHAT LANGUAGE IN SECTION 7.2.2.6.1.2 COULD BE INTERPRETED TO OBLIGATE QWEST TO DEVELOP A UNIQUE SIGNALING SERVICE SPECIFICALLY FOR LEVEL 3?

A. Level 3's proposed section 7.2.2.6.1.2 implies that Qwest must provide a meet point signaling capability that is not required by the FCC[6] and is not provided through Qwest's tariff.

Q. WHAT LANGUAGE IN SECTIONS 7.2.2.6.1.2 AND 7.2.2.6.1.3 CAN BE INTERPRETED TO OBLIGATE QWEST TO BUILD FACILITIES?

A. Level 3's proposed sections 7.2.2.6.1.2 and 7.2.2.6.1.3 require Level 3 to establish a meet point arrangement with Qwest for signaling. This type of arrangement can be interpreted to require Qwest to build facilities in order to meet Level 3's unlawful requirement. This type of requirement is not provided to other carriers and is not a capability provided by Qwest's tariff.

Q. WHY SHOULD QWEST'S LANGUAGE BE ADOPTED?

---

[6] FCC 04-290; Part 51 of Title 47 of the Code of Federal Regulations: § 51.319

A. Qwest's language should be accepted because it more appropriately provides Level 3 with the signaling capabilities to which it is entitled without prohibiting Level 3 from seeking signaling functionality from a third party or requiring Level 3 to establish more than a single set of quad links.

VII. SUMMARY/CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes it does.