



Adam Walczak
Docket Manager
(303) 298-6930

1875 Lawrence Street
Room 14-41
Denver, CO 80202

November 12, 2003

Via Hand Delivery

Ms. Carole J. Washburn
Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Dr. S.W.
P. O. Box 47250
Olympia, Washington 98504-7250

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STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

Re: In the Matter of the Petition for Arbitration of AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle with Qwest Corporation Pursuant to 47 U.S.C. §252(b), Docket No. UT-033035

Dear Ms. Washburn:

Enclosed for filing are the original and 10 copies of AT&T's Closing Brief in this matter.

Thank you,

Adam Walczak

Enclosures

cc: Service List

CERTIFICATE OF SERVICE

I hereby certify that the original and 10 copies AT&T's Closing Brief in Docket No. UT-033035 were hand delivered on this 12th day of November, 2003, to:

Carole J. Washburn, Executive Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive S.W.
P.O. Box 47250
Olympia, WA 98504-7250

On the same date, a true and correct copy was sent by U.S. Mail to:

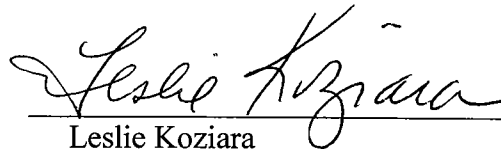
Lisa A. Anderl*
Qwest Corporation
1600 7th Avenue, Suite 3206
Seattle, WA 98191

Mary Rose Hughes*
Perkins Coie, LLP
607 Fourteenth Street, N.W.
Washington, DC 20005-2011

Adam Sherr*
Qwest Corporation
1600 7th Avenue, Suite 3206
Seattle, WA 98191

Cathy Brightwell*
AT&T
2120 Canton Way S.W.
Olympia, WA 98502

Shannon E. Smith
Assistant Attorney General
1400 S. Evergreen Park Drive SW
P.O. Box 40128
Olympia, WA 98504-0128


Leslie Koziara

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for Arbitration of)
AT&T COMMUNICATIONS OF THE)
PACIFIC NORTHWEST AND TCG)
SEATTLE,)
With)
QWEST CORPORATION)
Pursuant to 47 U.S.C. Section 252(b))
_____)

DOCKET NO. UT-033035

AT&T'S CLOSING BRIEF

STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

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AT&T Communications of the Pacific Northwest, Inc. and TCG Seattle (collectively "AT&T") hereby submit their Closing Brief, presented *seriatim*, except where the disputes are intertwined such that discussing two or more issues together aids in providing the full context and understanding of the issues.

DISCUSSION OF DISPUTED ISSUES

ISSUE NOS. 3 & 18 – AT&T TANDEM SWITCH DEFINITION & THE APPROPRIATE TANDEM RATE

A. Issue No. 3 – Tandem Switch Definition

Introduced through the definition of "Tandem Office Switch,"¹ the issue in dispute here is essentially: when may AT&T designate its switches as tandem office-type switches for which Qwest should pay tandem rates? Qwest, in the testimony of Mr. Freeberg, claims that AT&T must first prove that its switch is *actually serving customers*

¹ Qwest's definition states that the switch "serves a comparable area" while AT&T's definition states that the switch "is capable of serving a comparable area."

throughout an area comparable to those served through Qwest's tandem switches before Qwest must pay the tandem rate. In fact, Qwest demands that AT&T prove that it maintains loops in 80 % of the rate centers subtending the Qwest tandem before Qwest will pay tandem rates.² Such proof is accomplished through counting the AT&T loops in various rate centers to determine whether 80 % of those centers serve an AT&T loop. Qwest believes that only "a carrier with a more extensive loop network should be paid at a rate higher than a CLEC with a less extensive loop network"³ In reality, Qwest's test is merely a measure of AT&T's success in winning customers, not a test of AT&T's switch capability or coverage. Neither the law nor the FCC's interpretation of its own rule supports Qwest's demands here.

Turning first to the federal law, the Act requires Qwest to treat AT&T in a nondiscriminatory and reasonable manner.⁴ Thus, Qwest, for purposes of reciprocal compensation, must allow AT&T the same rating regimes it allows itself for transport and termination where tandem-type geographic arrangements are concerned. In fact, the FCC's rule—47 CFR §51.711(a)(3)—requires as much. In considering this issue the FCC, initially, in its *Local Competition Order*, declared:

We find that the "additional costs" incurred by a LEC when transporting and terminating a call that originated on a competing carrier's network are likely to vary depending on whether tandem switching is involved. We, therefore, conclude that states may establish transport and termination rates in the arbitration process that vary according to whether the traffic is routed through a tandem switch or directly to the end-office switch. In such event, states shall also consider whether new technologies (*e.g.*, fiber ring or wireless networks) perform functions similar to those performed by an incumbent LEC's tandem switch and thus, whether some or all calls

² Exhibit 68, Freeberg Rebuttal Testimony at 9, ln.18 & Exhibit 68 (a/k/a TRF-2); Transcript at 106, ln. 25 – 108, ln. 10.

³ Transcript at 113, lns. 18 –19 & Transcript at 119, lns. 14 – 21 (describing that loops equate to customers).

⁴ 47 U.S.C. §§ 251(b), 252(d)(1) & (2).

terminating on the new entrant's network should be priced the same as the sum of transport and termination via the incumbent LEC's tandem switch. *Where the interconnecting carrier's switch serves a geographic area comparable to that served by the incumbent LEC's tandem switch, the appropriate proxy for the interconnecting carrier's additional costs is the LEC tandem interconnection rate.*⁵

Despite the discussion of “performing similar functions” and “new technologies,” the FCC has subsequently distilled its interpretation of its rule's requirements. First, in the FCC's *Intercarrier Compensation NPRM*⁶ it reiterated that the appropriate test for classifying CLEC switches was that which is italicized above: whether the switch can serve the comparable geographic area. Similarly, in a letter from the FCC Chiefs of the Wireless Telecommunications Bureau and the Common Carrier Bureau, both Chiefs noted that the geographic comparability test—italicized above—is the only applicable test for whether new entrants may charge the reciprocal tandem transport and termination rates.⁷ Similarly, the FCC decision in the *Virginia Arbitration Order*⁸ reconfirmed yet again that CLECs *need not prove they are actually serving customers* in a comparable area, but rather that their switches are “capable” of serving a geographic area.⁹ And, contrary to Qwest's suggestions otherwise,¹⁰ authority delegated to the Wireline

⁵ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, First Report and Order, CC Docket Nos. 96-98 & 95-185, FCC 96-325 (Rel. Aug. 8, 1996) at ¶ 1090 (emphasis added)(hereinafter “*Local Competition Order*”).

⁶ *In the Matter of Developing a Unified Intercarrier Comp. Regime*, Notice of Proposed Rulemaking, CC Docket No. 01-92 (Rel. April 27, 2001)(hereinafter “*Intercarrier Compensation NPRM*”).

⁷ Exhibit 20, Talbott Direct Testimony at 7, ln. 14.

⁸ *In the Matter of the Petition of AT&T Communications of Virginia, Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia, Inc.*, Memorandum Opinion and Order, CC Docket No. 00-251, DA 02-1731 (Rel. July 17, 2002)(“*Virginia Arbitration Order*”).

⁹ *Id.* at ¶ 309.

¹⁰ Exhibit 68, Freeberg Direct Testimony at 15, lns. 9-16 (Qwest not being a party to the Virginia Arbitration is of no consequence as the same arguments that Qwest raises here were raised by Verizon in Virginia).

Competition Bureau and its action thereunder “have the same force and effect as actions taken by the FCC.”¹¹

Finally, the Ninth Circuit in *US WEST v. WUTC*¹² re-affirmed the applicable test which was whether the competitor’s switch could serve “a comparable geographic area as that served by U S West’s tandem switches”¹³ Thus, the appropriate test is clear: are the CLEC’s switches capable of serving a comparable geographic area as those of the ILEC’s tandem switches? If the answer is yes, the CLEC may charge the tandem transport and termination rates to the ILEC.

As noted by AT&T’s witness, Mr. Talbott, AT&T has very different network architecture than Qwest.¹⁴ AT&T’s network does not employ the local versus tandem switch distinctions. Rather, AT&T’s network consists of new technologies (*e.g.*, fewer switches, fiber optic rings and 38 GHZ radio loops).¹⁵ These are the same “new” technologies noted for state consideration in the FCC’s *Local Competition Order*, ¶ 1090, when contemplating tandem rating of competitor’s switches. More importantly, AT&T’s switches are capable of serving a comparable geographic area as that of Qwest’s tandem switches,¹⁶ which Qwest does not dispute.¹⁷ Simply put, Qwest’s demand that AT&T prove it is actually serving customers through loops in 80 % of Qwest’s rate centers and

¹¹ 47 C.F.R. § 0.5(c).

¹² *US WEST Communications, Inc. v. Washington Utilities and Transportation Commission*, 255 F.3d 990 (9th Cir. 2001).

¹³ *Id.* at 998.

¹⁴ Exhibit 35, Talbott Rebuttal Testimony at 12, ln 8.

¹⁵ *Id.*

¹⁶ Exhibit 31, Talbott Direct Testimony at 11 - 12 & Exhibits DLT - 2 through DLT-5; Exhibit 35, Talbott Rebuttal Testimony at 11 - 14 & Exhibits DLT-9 through DLT-10.

¹⁷ Exhibit 80, CO Transcript at 167, ln. 9 – ln. 13.

maintain those loop levels or lose the tandem rate¹⁸ is well beyond the scope of the FCC's requirements.

In regard to State law, Qwest relies upon the Commission's previous decision in the § 271 proceeding wherein the Commission ordered Qwest to incorporate a definition of Tandem Office Switch consistent with the FCC's definition.¹⁹ During the § 271 proceeding Qwest had argued that the words "actually serves" should be a part of the definition.²⁰ Qwest lost that argument; nevertheless, Qwest has resurrected it in its new "test" requiring loop-counts in rate centers.

In short, Qwest should pay, under reciprocal compensation, the costs incurred by AT&T at the tandem rates. Consequently, AT&T requests that the Commission adopt AT&T's position and proffered contract definition for "Tandem Office Switch" in resolution of this Issue.²¹

B. Issue No. 18 – Appropriate Tandem Rate to Be Paid By Qwest

Where Issue No. 3 addressed *when* AT&T should be compensated at the tandem rate for use of its switches, Issue No. 18 involves *what* the appropriate rate ought to be once the switch qualifies.²² The dispute involves the inclusion of, in § 7.3.4.1.2 of the contract, the following rate element "the Tandem Transmission rate for nine (9) miles of common transport." AT&T wants to include the nine-mile rate element and Qwest wants to exclude the element.

¹⁸ Transcript at 107, ln. 6 – 114, ln. 6.

¹⁹ Exhibit 68, Freeberg Direct Testimony at 11, ln. 22.

²⁰ Exhibit 35, Talbott Rebuttal Testimony at 3 - 4.

²¹ See, the disputed issues matrix containing AT&T's proffered language resolving Issue 3.

²² Transcript at 150, lns. 3 – 7.

Qwest tandem rate includes three components: end-office call termination, tandem switching and tandem transmission.²³ In accordance with 47 C.F.R. § 51.711(a), AT&T's rates must be symmetric with Qwest's, and because AT&T's costs are not based upon Qwest's network architecture, AT&T must create a symmetric proxy for its costs. AT&T offers, for the tandem transmission proxy, the average mileage in distance from the tandem switch to the carrier's end offices.²⁴ Nine miles is the best proxy AT&T could determine based upon Qwest data. It is, therefore, a fair resolution to the transmission rate element and should be adopted by this Commission.

ISSUE NO. 5 – VIRTUAL FOREIGN EXCHANGE

There are basically two issues associated with Issue No. 5. They are: (a) should the parties determine the nature and compensation of a call based upon the NPA-NXX of the originating and terminating numbers or the physical location of the end users (*i.e.*, which definition of "exchange service" should the parties adopt); and (b) should Qwest be allowed to preclude competing foreign exchange ("FX") services through its desire to apply access charges to AT&T's virtual NXX ("VNXX") service and no access charges to its competing retail FX service? AT&T will address each sub-issue in turn. And although the two Issues are related, they are not necessarily dependent upon one another. That is, the definition of exchange service does not determine whether the Commission should allow for the existence of competing FX-type services because such services have traditionally stood, and do today, stand as an exception to the exchange area boundaries regardless of the definition adopted.

²³ Transcript at 150, ln. 13 – 151, ln. 6.

²⁴ Exhibit 31, Talbott Direct Testimony at 21, lns. 10 - 16.

A. Consistent with Industry Practice, the Commission Should Order Qwest to Determine the Nature and Compensation of a Call Based Upon the NPA-NXX of the Calling and Called Parties.

Qwest wants to impose upon everyone, competitors and retail customers alike, its retail definition of exchange service.²⁵ Nevertheless, as between carriers, the long-standing industry practice is to determine the nature and compensation of a call based upon the NPA-NXX of the originating and terminating telephone numbers, not the physical location of the customers.²⁶ Today, Qwest itself employs the NPA-NXX to rate calls as local or toll, not the customer's physical location.²⁷ Nevertheless, Qwest proposes in this arbitration that the physical location of the customer is dispositive of the rating and routing and that AT&T seeks to dismantle local calling areas.²⁸ Neither claim is true.²⁹ AT&T created a definition that is not only consistent with the long-standing industry practice, but it is also consistent with the Commission's determinations for Qwest's local calling areas and the industry use of NPA-NXXs.³⁰ Consequently, the Commission should adopt AT&T's definition recognizing that the definition of exchange service used between carriers may be different than the definitions employed in retail tariffs for use by retail customers.

²⁵ Transcript at 74, lns. 7 – 16.

²⁶ Exhibit 11, Hyatt Direct Testimony at 7 – 11; Transcript at 69, ln. 4 – 71, ln. 24; *see also*, *Virginia Arbitration Order* at ¶ 301 (“Verizon concedes that NPA-NXX rating is the established compensation mechanism not only for itself, but industry-wide. The parties all agree that rating calls by their geographical starting and ending points raises billing and technical issues that have no concrete, workable solutions at this time.”); Transcript at 17-18.

²⁷ Transcript at 72, ln. 10 – 74, ln. 9 (admitting Qwest employs NPA-NXXs to rate and route calls).

²⁸ Exhibit 68, Freeberg Direct Testimony at 18, lns. 16 - 23.

²⁹ Transcript at 43, lns. 7 - 18

³⁰ *Id.* at 43, ln. 7 – 46, ln. 4.

B. The Commission Should Treat Competing FX-Type Services Uniformly and Either Make all Retail Customers Pay Access for Such Services or Allow Retail Customers with Specialized Needs for Telephone Numbers in Foreign Exchanges to Acquire FX-Type Services without Paying Access.

There are two sub-categories of issues related to this dispute. They are: (a) how to appropriately regulate competing foreign exchange type services; and (b) whether to treat differing traffic types of foreign exchange services differently (*i.e.*, ISP-bound traffic versus voice traffic using FX services).

Turning to the first sub-categories, “Foreign Exchange” service:

provides local telephone service from a central office which is outside (foreign to) the subscriber’s exchange area. In its simplest form, a user picks up the phone in one city and receives a dial tone in the foreign city. ... This means that people located in the foreign city can place a local call to get the user. The airlines use a lot of foreign exchange service.”³¹

Qwest admits that AT&T’s FX-like (or VNXX) service and Qwest’s FX service provide identical, competing services to retail customers.³² Although the network architectures that provide those services are different, in all other respects they are competing services.³³ Thus, Qwest—today in Washington—offers service (*e.g.*, FX service, Market Expansion Line service, Business Access Aggregated Service with dial-in and roaming capabilities)³⁴ that does not conform to Qwest’s exchange service definition or local calling areas.³⁵ If the Washington Commission rules against AT&T in this proceeding

³¹ Exhibit 11, Hyatt Direct Testimony at 19, lns. 11 - 20.

³² Exhibit 16, Hyatt Rebuttal Testimony at 9, lns. 12 - 14.

³³ Although Mr. Freeberg made an attempt to distinguish VNXX from FX, he merely distinguished pricing features between the services and incorrectly concluded that AT&T does not charge its VNXX customers for VNXX service. Transcript at 94 – 95; *see* Exhibit 28, in particular AT&T’s PrimeConnect product which includes the VNXX service option. PrimeConnect is not offered to VNXX customers for free as Mr. Freeberg asserts.

³⁴ Exhibits 103 & 104.

³⁵ Transcript at 22, ln. 22 – 28, ln. 14 (attached hereto as **Exhibit A**, Exhibit Nos. 23 and 27 describing the use of ISP’s numbering that allows FX-like local calling to ISP’s customers).

on this Issue, it will effectively have destroyed one of the competing services that Qwest's FX service, among others, face, moving Qwest's FX service one step closer to re-monopolizing local service offerings. Whatever determination the Commission makes, therefore, it should judge both FX and VNXX services in the same light and apply the same regulatory treatment to each; to do otherwise is to violate the fundamental tenet of nondiscrimination as between ILEC and CLEC services. Furthermore, what Qwest charges its customers for its FX-like services should not be determinative of the outcome because that is the point behind encouraging competition: lowering prices for consumers.

Turning to the second sub-category: whether ISP-bound traffic and voice traffic flowing over FX and FX-like services should be regulated and rated differently, AT&T suggests that the Washington Commission must, as a matter of preemption, leave the ISP-bound traffic alone, and AT&T requests that the Commission rule in favor of AT&T for purposes of voice traffic. That is, concerning the ISP-bound traffic, in its *ISP Remand Order*,³⁶ the FCC reaffirmed its previous conclusion³⁷ that traffic delivered to an ISP is predominantly interstate access traffic, subject to FCC jurisdiction under § 201 of the Act, and the FCC has established an intercarrier compensation mechanism for the exchange of such traffic.³⁸ In paragraph 82 of the *ISP Remand Order*, the FCC made clear that “[b]ecause we now exercise our authority under section 201 to determine the

³⁶ *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 Intercarrier Compensation for ISP-Bound Traffic*, Order on Remand and Report and Order, CC Docket Nos. 96-98 & 99-68, FCC 01-131 (Rel. April 27, 2001) at ¶ 1 (“*ISP Remand Order*”).

³⁷ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic, Declaratory Ruling Notice of Proposed Rulemaking*, CC Docket Nos. 96-98 & 99-68, 14 FCC Rcd 3689 (1999) (“*Declaratory Ruling or Intercarrier Compensation NPRM*”).

³⁸ Although the D.C. Circuit Court held the FCC could not subject ISP-bound traffic to the Act's § 251(g) carve out, it did not vacate the FCC's compensation mechanisms or its exclusive jurisdiction to determine those mechanisms.

appropriate compensation for ISP-bound traffic, however, state Commissions will no longer have authority to address this issue.”³⁹ The FCC recently reaffirmed its position that “ISP-bound traffic is jurisdictionally interstate”⁴⁰ and the Ninth Circuit Court of Appeals also recognized state preemption.⁴¹ Furthermore, Qwest has agreed to apply the FCC’s ISP rate caps such that its current attempt to apply access charges to all AT&T traffic flowing over FX-like services, including ISP-bound traffic, puts Qwest in direct conflict with itself on previous agreements. As noted in Mr. Hyatt’s direct testimony at page 28, Exhibit DNH-4 many other states have made the very determination that AT&T is requesting of Washington here.

Considering voice traffic over FX-like services, the FCC’s *ISP Remand Order*, states that *all* traffic is subject to reciprocal compensation unless the traffic falls within the exemptions established in § 251(g) of the Act.⁴² Voice FX-like traffic does not fall within the Act’s § 251(g) carve out. In fact, the D.C. Circuit Court of Appeals, in ruling on an appeal of the *ISP Remand Order*, held that the § 251(g) carve out was meant to preserve certain compensation mechanisms that were in effect when Congress implemented the Act, and it was not meant to create new classes of service within the meaning of the § 251(g) carve out.⁴³ Therefore, § 251(g) temporarily “grandfathered” pre-existing federal compensation rules governing “exchange access” and “information access” traffic between LECs, which were in existence on February 8, 1996, and IXC’s or information service providers.¹ Since there were no such rules with respect to voice FX-

³⁹ *ISP Remand Order* at ¶ 82.

⁴⁰ *In the Matter of Starpower Communications v. Verizon South, Inc. (Starpower II)*, File No. EB-00-MD-20, FCC 02-105 (2002).

⁴¹ *Pacific Bell v. Pac-West Telecom, Inc.*, 325 F. 3d 1114, 1125 (9th Cir. 2003).

⁴² *ISP Remand Order* at ¶ 31.

⁴³ *WorldCom, Inc. v. FCC*, 288 F.3d 429, 430 (D.C. Cir. 2002).

like traffic when the Act was passed, § 251(g) cannot be relied upon by Qwest to excuse its payment of reciprocal compensation for this traffic or to require payment of access charges for such traffic.

It is also AT&T's position, however, that even if such pre-existing compensation rules for FX-like traffic had existed, they would not be grandfathered by § 251(g), because FX-like traffic is not "exchange access." "[E]xchange access' means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services."⁴⁴ "Telephone toll service," in turn, is defined as "telephone service between stations in different exchange areas *for which there is made a separate charge* not included in contracts with subscribers for exchange service."⁴⁵ AT&T does not impose a separate charge on its end users for its FX-like arrangements.

Even if the Commission were to rely on the local/non-local distinction to determine whether reciprocal compensation applies, rather than on whether the traffic falls within the § 251(g) carve out, the result would be the same because the characterization of traffic for rating purposes in both cases should be based on the originating and terminating telephone numbers. Thus, if the originating and terminating NPA-NXX codes fall within the same local calling area of the calling party, then the traffic would be subject to reciprocal compensation. AT&T merely requests, with respect to voice traffic over FX and FX-like services, that the Washington Commission maintain the status quo by applying reciprocal compensation to such service, and order AT&T and Qwest to continue using the methodology that is in place today to rate calls today.

⁴⁴ 47 U.S.C. § 153(16).

⁴⁵ 47 U.S.C. § 153(48) (emphasis added).

Specifically, the parties should be directed to use the originating and terminating NPA-NXX codes to determine if FX and FX-like calls are toll.

ISSUE NO. 17 – INCLUSION OF INTERNET TRAFFIC ON TWO-WAY DEDICATED INTERCONNECTION FACILITIES DISPUTE

Generally, within the context of contract language,⁴⁶ the issue here is: whether Qwest may exclude Internet related traffic from the cost-sharing obligation for two-way dedicated transport facilities.⁴⁷ AT&T and Qwest have generally agreed to share the cost of two-way dedicated interconnection facilities, but Qwest wants to exclude Internet related traffic from the computation of such cost sharing for these two-way facilities. The computation of costs is typically done through what's known as "relative use factors." Such factors are a method to "designate the percentage of trunks in the trunk group that carry each Party's traffic."⁴⁸ Qwest believes the factor calculation should exclude Internet related traffic.

Again, the facility that is under consideration here is the two-way interconnection trunk group that connects AT&T's network to Qwest's network. The FCC stated "[t]hese two-way trunks are used by the providing carrier to send terminating traffic to the interconnecting carrier, as well as by the interconnecting carrier to send terminating traffic to the providing carrier."⁴⁹ Within the same Report and Order, the FCC made clear that "[t]he amount an interconnecting carrier pays for [two-way] dedicated transport

⁴⁶ Proposed Agreement Sections 7.3.1.1.3.1 & 7.3.2.2.1.

⁴⁷ AT&T's proposed language in Section 7.3.1.1.3.1 makes express the law related to two-way dedicated transmission facilities used for interconnection by applying the law regarding sharing the cost of such facilities to all facilities that function as interconnection facilities for the exchange of traffic whether they are called private line facilities or entrance facilities.

⁴⁸ Exhibit 31, Talbott Direct Testimony at 13 – 14.

⁴⁹ *Local Competition Order* at ¶ 1062.

is to be proportional to its relative use of the dedicated facility.”⁵⁰ Importantly, the FCC’s rules state, among other things, “traffic between two carriers’ networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier ...”⁵¹

This rule makes no exception for Internet traffic. Furthermore, Qwest’s attempt to confuse this issue with: (a) overblown claims that it is unduly burdened by carrying Internet traffic;⁵² (b) false claims that the identical request in the Level 3 Arbitration, which Level 3 won, is allegedly different when AT&T asks;⁵³ or (c) false claims that AT&T seeks “ratcheting” in contravention of the FCC’s Triennial Review Order (“TRO”) should simply be ignored.⁵⁴ AT&T seeks only that Qwest pay its proportionate share of the capacity it uses at the rates prescribed in Qwest’s own private line tariffs (*e.g.*, no “ratcheting” is involved).

Qwest has cited nothing relevant that supports its position; rather, it attempts to confuse the issue by pointing to matters so far outside the scope of the law and facts related to this issue that one can only assume that Qwest is attempting to re-litigate its SGAT for use by all carriers and not an individual contract between itself and AT&T or TCG.⁵⁵ This agreement is between AT&T/TCG and Qwest—not the universe of potential CLECs. Moreover, Qwest

⁵⁰ *Local Competition Order* at ¶ 1062.

⁵¹ 47 CFR § 51.709(b).

⁵² Exhibit 68, Freeberg Direct Testimony at 25, lns. 1 - 18.

⁵³ *Id.* at 36, lns. 10 – 21 (incorrectly implying that AT&T and TCG, like all CLECs, have “little or no traffic to send to Qwest.” For an accurate representation of the actual balance of traffic between AT&T, TCG and Qwest see Confidential Exhibit 84C.).

⁵⁴ Exhibit 1, McDaniel Testimony at 40 - 41.

⁵⁵ *Id.* at 41, ln. 5; Transcript at 206 - 207.

itself serves Internet Service Providers⁵⁶ and presumably such traffic flows to AT&T's network over interconnection trunks as well, but—in a rather discriminatory vein—Qwest has not offered to extract out its own ISP traffic from the relative use factor. Therefore, AT&T seeks resolution of this dispute in its favor.

ISSUE NO. 21 – CALLING PARTY NUMBER TRAFFIC DISPUTE

CPN or “calling party number” is basically data attached to a call transmission using the SS7 signaling network that identifies the originating caller.⁵⁷ Where CPN is available, the jurisdiction—and ultimately the appropriate intercarrier compensation rate—of the call may be determined from examining the calling number and the called number. Disputed Issue No. 21 is essentially, how should AT&T and Qwest determine the jurisdiction of calls lacking CPN, and what threshold of missing CPN is tolerable. Qwest believes that all calls lacking CPN should all be billed using higher intrastate switched access rates and that the tolerable threshold of missing CPN is 5 % or less.

In contrast, AT&T believes that the tolerable threshold of missing CPN is 10 % and that calls lacking CPN should be billed according to the carrier's typical “factor,” which is established by examining the percentage of traffic missing CPN. In other words, if 80 % of the traffic with CPN is local and 20% of the traffic is toll, then 80 % of the traffic missing CPN should, likewise, be billed as local subject to reciprocal compensation and 20 % should be billed as toll subject to switched access.⁵⁸

⁵⁶ Transcript at 78, ln. 21 – 82, ln. 3 (admitting that Qwest has ISP customers in the State and discussing the services offered, which traverse other carriers' networks).

⁵⁷ Exhibit 31, Talbott Direct Testimony at 24, ln. 7 – 26, ln. 8.

⁵⁸ *Id.* at 25, ln. 39 – 26, ln. 8.

Under the law, the FCC has determined in its CPN rules that carriers using Signaling System 7 (“SS7”) are required to transmit CPN except where: (1) a call originates from a payphone; (2) a LEC with SS7 does not provide *67 or *82 functionalities; (3) a PBX or Centrex system does not pass end user CPN; and (4) CPN delivery—(i) is used solely in connection with calls within the same limited system, (ii) is used on a public agency’s emergency telephone line or in conjunction with 911 emergency services, etc., or (iii) is provided in connection with legally authorized call tracing or trapping procedures requested by law enforcement.⁵⁹

In addition to these rules, the FCC in the *Virginia Arbitration Order* examined the identical disputed issue and concluded, consistent with what AT&T seeks here, that it would adopt WorldCom/ATT’s proposal because it was a reasonable solution addressing situations where the parties are unable to pass CPN on 90% of their exchanged traffic. It stated further, despite “concern about unnamed [CLECs] ‘stripping off’ CPN ... of calls subject to access charges, Verizon offers no real criticism of WorldCom’s proposal. However sympathetic we may be to Verizon’s concerns, we note that less drastic measures are available to it (e.g., filing a complaint with the Virginia Commission). We decline to burden WorldCom merely because of the potential for unlawful behavior by other [CLECs].”⁶⁰

Between the FCC’s rules and the FCC’s arbitration order three things are very clear: (a) not all traffic that lacks CPN is toll traffic, (b) CLECs should not be penalized

⁵⁹ 47 C.F.R. § 64.1601(a) & (b).

⁶⁰ *Virginia Arbitration Order* at ¶¶ 190 & 191 (“Verizon argues in essence that it is preferable to ignore the jurisdiction of calls exchanged by the parties, calls that have been recorded and are subject to audit and, instead, to assume that all unrecorded traffic is subject to access charges. We disagree. Our record is clear that certain older, multi-line business CPE is unable to record CPN mechanically. ... {T}herefore, may be disproportionately affected, or punished, by Verizon’s proposal through no fault of its own. For these reasons, we adopt WorldCom’s ... language”).

by paying access rates on all CPN-less traffic, and (c) speculative fear of some carriers stripping CPN to avoid access should be dealt with directly by complaint to the Commission against the offending carriers, not tangentially in an arbitration against a carrier complying with the rules.

Turning to the facts at issue here, neither AT&T nor Qwest have complete control over or the ability to send CPN with all calls.⁶¹ Moreover, not all calls lacking CPN are toll calls.⁶² It would be an enormous injustice to AT&T for Qwest to bill all CPN-less traffic at the higher access rates where much of it may not, in fact, be toll traffic. This creates nothing but an unjust windfall for Qwest. Moreover, assuming that AT&T must always meet a 5 % threshold, when there are numerous reasons traffic could be lacking CPN at any given point in time, is nothing more than attempting to hold AT&T to a standard that Qwest itself couldn't necessarily meet. AT&T's proffered 10 % threshold is much fairer in its acknowledgement that CPN varies from time-to-time and may be completely beyond the control of the carriers to attach.

Like Verizon before the FCC, Qwest has provided absolutely no evidence that AT&T is "stripping CPN" to avoid access rates. Thus, Qwest—based upon no evidence of CPN stripping—asks this Commission to, nonetheless, make AT&T pay 100 % of all calls lacking CPN at a higher access-based rate. Qwest's proposal is unfair and punitive; it should, therefore, be rejected.

In addition to the fundamental question of how to handle CPN-less traffic generally, CPN-less transit traffic creates a special problem. Transit traffic is that traffic

⁶¹ Exhibit 31, Talbott Direct Testimony at 26 - 27.

⁶² *Id.* at 28, ln. 20; 47 CFR § 64.1601(d).

that originates and terminates on the networks of other carriers.⁶³ And, here again Qwest's position is punitive and unfair to AT&T. While AT&T has offered contract language that would require either party to identify for the other carrier originating CPN-less transit traffic such that the terminating carrier could properly bill the originating carrier, Qwest simply proposes that AT&T pay Qwest switched access rates for all such traffic.⁶⁴ This is particularly inequitable because Qwest generally knows who the originating carriers are and bills them for carrying transit traffic,⁶⁵ but refuses AT&T the same opportunity to properly bill the originating carriers, or work with the originating carrier to determine who should be billed. Qwest simply doesn't want to cooperate with AT&T such that this CPN-less traffic can be properly identified and billed. Moreover, AT&T does not suggest that Qwest be responsible for transit traffic if it merely identifies the originating carrier. If it refuses, it should pay for such traffic because the traffic becomes no different than CPN-less traffic that originates on Qwest's network.

Instead of cooperating and incredibly, Qwest argues that it has no legal obligation to allow transit traffic.⁶⁶ This notion is astounding and completely contrary to the industry's course of conduct in transiting traffic for each other for years and years. The North Carolina Utilities Commission stated it well when, in response to this same argument by Verizon, it said "[i]f there were no obligation to provide transit service, the ubiquity of the telecommunications network would be impaired."⁶⁷ Other States have

⁶³ Exhibit 31, Talbott Direct Testimony at 29, lns. 15 - 20.

⁶⁴ Transcript at 156, lns. 23 - 157, ln. 4.

⁶⁵ *Id.* at 156, lns. 6- 13.

⁶⁶ *Id.* at 164, lns. 13 - 19.

⁶⁷ *In the Matter of the Petition of Verizon South, Inc. for Declaratory Ruling that Verizon is Not Required to Transit InterLATA EAS Traffic between Third Party Carriers and Request for Order Requiring Carolinian Telephone and Telegraph Comp. to Adopt Alternative Transport Method, Order Denying Petition, Docket No. P-19, Sub 454 (Sept. 22, 2003) at 6.*

found similarly to North Carolina.⁶⁸ Without the obligation to provide transit service it is difficult to contemplate precisely how competition could grow and let alone continue. It's as if those who own the vast majority of roads in the State can now preclude numerous drivers from using the roads to reach their destinations, and instead those who don't own the roads must now overbuild new roads regardless of how utterly duplicative and expensive these new roads might be.

Nevertheless, AT&T disagrees with Qwest's assessment; AT&T and others have the right, pursuant to § 251(a)(1) of the Act, to interconnect directly *or indirectly* with the facilities and equipment of other carriers⁶⁹ and Qwest is required, pursuant to § 251(c)(2)(A) of the Act, to interconnect with carriers for the transmission and routing of telephone exchange service and exchange access. The legality of transit traffic obligations aside, Qwest has already agreed to provide transit traffic, the issue at hand is whether Qwest may hide the originating carrier from AT&T and expect AT&T to foot the entire bill with no recovery opportunities.

Moreover, of the 1.8 billion minutes of local traffic that Qwest allegedly delivers to all the CLECs in the State, Qwest itself admits that the CPN-less traffic is less than 2 % of the total traffic.⁷⁰ Thus, asking Qwest to identify the transit traffic originator is hardly asking Qwest to accomplish the impossible with respect to such traffic. Thus, AT&T requests that the Commission demand equity from Qwest and adopt AT&T's contract language.

⁶⁸ Ohio, Michigan, New Hampshire.

⁶⁹ Indirect interconnection was described by the FCC in ¶ 997 of the *Local Competition Order* as interconnection to other carriers via the incumbent's network; which is what Qwest's transit service provides.

⁷⁰ Exhibit 68, Freeberg Direct Testimony at 44, Ins. 13 –14.

ISSUE NO. 22 - ABANDONMENT

This issue is now closed because the parties have agreed to the following language:

8.2.1.31 If Qwest finds, in the course of business, evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Collocation Premises, Qwest shall provide a written notice to CLEC which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for Qwest's determination of abandonment, (iii) a point of contact at Qwest regarding the claimed abandonment and (iv) notice that CLEC has thirty (30) Days from the date of such notice to remove its equipment or property.

1) 8.2.1.31.1 If CLEC responds in writing within thirty (30) Days that it disputes Qwest's determination of abandonment, the parties may resolve the dispute through negotiation or Dispute Resolution pursuant to Section 5.18, initiated no later than the end of such thirty (30) Day notice period.

2) 8.2.1.31.2 If CLEC responds in writing to such notice agreeing with such abandonment or fails to respond to such notice, CLEC's equipment shall be deemed abandoned and CLEC shall have until the end of such thirty (30) Day notice period to remove its equipment or property from the Collocation Premises. If CLEC fails to remove all of its equipment or property by the end of such thirty (30) Day period, such equipment or property shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and Qwest may appropriate, sell, store, and/or otherwise dispose of such equipment. Once the time period for removal of all of CLEC's equipment or property has elapsed, Qwest shall cease charging CLEC any recurring charges associated with the Collocation Premise where such abandoned equipment or property was located. CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or disposition of such equipment or property, provided that Qwest makes reasonable efforts to mitigate such expenses. If Qwest receives value for such abandoned equipment or property, Qwest shall use such value to offset expenses it incurs in appropriating, selling, storing or otherwise disposing of such equipment or property. Qwest shall not be obligated to provide CLEC with an accounting of expenses Qwest seeks to recover from CLEC, unless CLEC requests in writing such an accounting and agrees to bear the reasonable expenses incurred by Qwest in preparing the same.

3) Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning Application, the terms for Collocation Decommissioning, Section 8.2.1.22, contained in this Agreement shall apply.

ISSUE NO. 30 - BILLING FOR TRAFFIC WITHOUT CIC CODES

AT&T's proposal on CIC/OCN Codes is simple. The terminating carrier needs the information to bill access charges to either IXC (in relation to CIC) or originating carrier (in relation to OCN).⁷¹ There is no dispute that the transiting carrier either has the information as it is branded in the call record,⁷² or has the ability to determine the trunk group the calls came from.⁷³ Without the CIC code or the alternative trunk group information, the terminating carrier could not identify the IXC originating the call.⁷⁴ Without the OCN code or the transmitting carrier providing alternative trunk group information, the terminating carrier there would have to compare the NPA/NXX to the LRN or LERG database to ascertain the proper originating carrier.⁷⁵

AT&T has, to the extent it can, created a mechanized adjunct to the billing process to populate the OCN field. Accordingly, AT&T will not need Qwest's help on those calls where it can populate the OCN field. Only where AT&T cannot, will it request that either Qwest assist in populating the OCN/CIC or pay AT&T for the termination access charge of the call.⁷⁶ All AT&T is asking is that Qwest expend the same effort, or if it does not want to it should pay AT&T the access charges that AT&T would otherwise lose. For those reasons, AT&T seeks adoption of its language.

ISSUE NO. 33 - ALTERNATIVELY BILLED CALLS

The alternatively billed calling scenario occurs when a third party provides services and wishes to collect revenue from those calls. Qwest's language on this issue

⁷¹ Exhibit 6 at 10, ln. 8 - 11, ln. 8.

⁷² Qwest admitted this fact on the record in a Minnesota proceeding on the issue. Transcript is available upon request.

⁷³ *Id.*

⁷⁴ Exhibit 6 at 10, ln. 8 - 11, ln. 8.

⁷⁵ *Id.* at 11, ln. 10 - 16.

⁷⁶ *Id.* at 11, ln. 19 - 12, ln. 6.

when AT&T utilizes Qwest UNEs or resale appears to place the burden exclusively on AT&T to both bill the customer and remit payment to the third-party provider. Such language is outside the commercial billing agreements usually in place between the carriers.⁷⁷ As demonstrated by the Alternative Billed Services (“ABS”) agreement entered in this proceeding as Exhibit 7, a complex billing and collection agreement is usually entered into between ILECs and CLECs to address various scenarios for third-party billing including, for example, who has responsibilities in various scenarios, who facilitates end-user complaints related to third-party services, and who assumes liability for under-billed ABS calls.⁷⁸ In fact a perusal of the sixteen-page AT&T/SBC document demonstrates that there are a plethora of issues that must be worked out between the parties. AT&T is ready and willing to enter into negotiations regarding various third party billing scenarios to be handled outside the confines of the tight timeframe and relatively unequal bargaining position that an ILEC/CLEC relationship affords. AT&T also believes that such a negotiation is outside the confines of § 251 and § 252 of the Act.

In his testimony, Qwest witness Easton spends a great deal of time discussing the DUF-CMDS process.⁷⁹ However, the issue is not if the DUF system technically works, it is if AT&T needs to use that “flow,” generally uncompensated by Qwest, and be the exclusive billing agent for third party providers for a significantly less remuneration than has ever been negotiated with other ILECs.⁸⁰ The parties have never disputed that there

⁷⁷ See e.g. Exhibit 7.

⁷⁸ *Id.*

⁷⁹ Exhibit 62, Easton Direct Testimony at 5 - 7.

⁸⁰ See e.g. Exhibit 7 allowing for a 40% accounts receivable discount plus a billing and collection service fee payable to AT&T of .05 cents.

are other ways that AT&T can bill and collect from third parties for alternatively billed calls.⁸¹

Qwest's rationale for its mandate is that it is a "term and condition of UNE and Resale Services"⁸² and there is other supporting language in the interconnection agreement related to these services,⁸³ and that AT&T will be adequately compensated through the resale discount.

There is no support for Qwest's statement that "AT&T's taking sole responsibility for some other party's billed calls" is a term and condition of UNEs and resale and incurs the possibility of a loss where the customer does not pay. All that the section that Mr. Linse cites in his testimony indicates is that records for alternatively billed calls will be sent through DUF.⁸⁴ It says nothing about the billing of such calls. For example, AT&T may enter into an arrangement to collect for XYZ Corporation. Accordingly, AT&T would welcome the DUF records on those calls so they could bill XYZ. However, this does not invoke the requirement for AT&T responsibility to collect for each and every call.

In summary, there are many other possible scenarios for alternatively billed calls and accordingly, Qwest's current proposal imposing all liability on AT&T is both unwarranted and inequitable, especially in light of the fact that the parties have comprehensive billing and collection agreements between their different divisions and can amend or create one expeditiously. Accordingly, Qwest's language at issue should be stricken.

⁸¹ Mr Easton acknowledged this fact in Minnesota. Transcript available upon request.

⁸² Exhibit 62, Easton Direct Testimony at 6 - 8.

⁸³ *Id.* at 8, lns. 8 - 13.

⁸⁴ *Id.*

ISSUE NO. 34 - INTRALATA TOLL CALLS WHEN QWEST IS THE LPIC

Again, this issue focuses on Qwest's attempt to force AT&T to be Qwest's billing and collection agent without the opportunity for negotiation on an equal playing field.

Qwest wants AT&T to be Qwest's billing and collection agent for Qwest intrastate long distance customers who happen to be AT&T local customers.⁸⁵ Again, AT&T is willing to negotiate a proper billing and collection agreement regarding this scenario.⁸⁶

However, AT&T should not be coerced to accept the responsibility of billing for a Qwest customer for little or no compensation.⁸⁷

Just as in Issue 33 above, Qwest's language would mandate that AT&T would be solely responsible for billing the Qwest customer and would have to pay Qwest regardless of whether AT&T could collect from that customer. This is hardly a fair scenario when AT&T has no legal duty to perform billing services for Qwest. Furthermore, Qwest offers no justification that retail minus the resale rate is an equitable rate to charge AT&T for its services. Nor does Qwest offer any justification for its proposition that AT&T could even recover more than the resale discount because AT&T could set any rate it wants for Qwest's calls.

In summary, the fact that Qwest does not want to carry just intraLATA toll calls is not AT&T's problem. AT&T is willing to perform the billing functions and negotiate for such function utilizing a commercially reasonable commercial rate. However, just like alternatively billed calls, such billing should not be included in the interconnection agreement.

⁸⁵ Exhibit 68, Freeberg Direct Testimony at 52.

⁸⁶ Exhibit 6, Hydock Direct Testimony at 18.

⁸⁷ *Id.*

ISSUE NOS. 35 & 36 - PRICING AND EXHIBIT A PRICING

Within Issue 35, Pricing, the disputed items are: § 22.1 General Principle, § 22.4 Interim Rates and § 22.5 ICB (“Individual Case Basis”) Pricing. AT&T’s proposed language for § 22.1 is intended to clearly address AT&T’s ability to bill Qwest for services provided by AT&T. AT&T’s offer of services is provided in its tariffs. The fundamental disagreement is that Qwest is attempting to impose upon AT&T the same obligations that Qwest has under the Act. AT&T does not have the same obligations as Qwest, the ILEC.⁸⁸ Thus, Qwest’s language is contrary to the Act.

The purpose of the agreement, including the rates contained in Exhibit A, is to provide AT&T with the ability to purchase collocation, interconnection and UNEs, among other things, from Qwest under the terms specified in the ICA. . As part of the implementation of the interconnection agreement under which AT&T purchases UNEs and services from Qwest, AT&T may provide services to Qwest. AT&T is entitled to bill Qwest for these services, with the terms and rates being provided for in AT&T’s tariffs, not Qwest’s SGAT or Exhibit A.

Turning to AT&T’s and Qwest’s proposed language in § 22.4.1.1, there are two fundamental differences: (i) the inclusion of ICB rates as Interim Rates in AT&T’s proposed language and (ii) the inclusion of “and require Commission approval” in the Qwest proposed language. AT&T included the reference to ICB rates in this provision to be consistent with its proposed language for § 22.5. AT&T’s position is that all rates

⁸⁸ The only exception is for interconnection services. AT&T’s proposed language makes clear that for interconnection services only, the rates set forth in Exhibit A apply equally to AT&T and Qwest. Reciprocal compensation for the transport and termination of telecommunications services requires such outcome under §251(b)(5).

not approved by the Commission in a cost docket, including ICB rates, must be considered Interim Rates. Without this requirement, Qwest has little incentive to propose cost-based rates in the first instance. Qwest's inclusion of "require Commission approval" suggests rates may not be reviewed and approved by the Commission.⁸⁹ It is not clear how the distinction is to be made between rates that require Commission approval, and those that do not, for purposes of identifying them as interim under the Interconnection Agreement. The clearer practice is to make all rates that have not been previously approved by the Commission interim so that if a cost proceeding is undertaken to evaluate such rates, they may be treated as interim in the event the Commission determines that a true-up is needed. Rates must comply with FCC orders implementing the Act and the Commission must review such rates to ensure compliance with these requirements.

AT&T's proposed language in § 22.4.1.3 states that nothing in this Agreement waives the right of either party to initiate a cost proceeding to establish permanent rates. AT&T as a purchaser from Qwest has a vested interest in the rates it will be charged, particularly when such rates have not gone through the rigors of a Commission cost proceeding. Therefore, nothing in the agreement should be construed as a waiver of the right to petition the Commission to review interim rates.

AT&T's proposed language in § 22.4.1.4 states that in a proceeding seeking to establish permanent rates to replace Interim Rates, either party may advocate that the Interim Rates are subject to true-up. AT&T's proposed language does not unilaterally state a true-up is mandated, but instead allows each party to present its position to the

⁸⁹ 47 U.S.C. § 251(c); the Act requires rates, terms and conditions that are just, reasonable and nondiscriminatory.

Commission. Ultimately, it is the Commission's determination as to whether a true-up is required or not. Without such a statement, Qwest will treat all rates that have not been approved by the Commission in a cost proceeding as permanent rates. If that were the case, there would be no consequence to Qwest if its rate were later found by the Commission *not* to be cost-based.

In its rebuttal testimony Qwest proposed revised language for Issue 22.5 ICB Pricing.⁹⁰ AT&T has reviewed Qwest's revised language for this Issue and does not accept the revision. Qwest's revised language states that Qwest must develop a cost-based rate and file for approval with the Commission. This appears to address the concern of whether or not Qwest is required to file a cost-based rate. However, there are fundamental concerns with Qwest's revised language. First, there is no time frame in Qwest's proposed language as to when it will file a cost-based rate with the Commission. Second, Qwest's proposed language states a CLEC may not order a product or service that has an ICB rate until after Commission approval of the amendment to the ICA. Both of these concerns could cause significant delays in a CLECs ability to order products or services from Qwest. This is not a reasonable option for a CLEC attempting to provide service to an end-user customer. Additionally, Qwest's revised proposal states a rate must be incorporated by amendment to the ICA. This potentially conflicts with the agreed upon language in § 22.4.1.2 that references Section 2.2 of the Agreement. AT&T's proposed language for Issue 22.5 should be approved.

As to Issue 36, Exhibit A Pricing, AT&T recently received Qwest's latest price list on November 10, 2003. AT&T is reviewing the price list and anticipates coming to

⁹⁰ Exhibit 63, Easton Rebuttal Testimony at 14.

resolution with Qwest on the outstanding issues. AT&T requests the opportunity to bring any unresolved differences to this Commission for resolution.

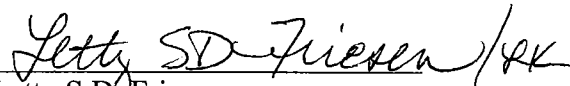
CONCLUSION

For the foregoing reasons, AT&T respectfully requests that the Washington Commission adopt AT&T's contract language proposals.

Respectfully submitted this 12th day of November, 2003.

**AT&T COMMUNICATIONS OF THE
PACIFIC NORTHWEST, INC. AND TCG
SEATTLE**

By:



Letty S.D. Friesen

Steven H. Weigler

AT&T Law Department

1875 Lawrence Street, Suite 1575

Denver, CO 80202

(303) 298-6475 (Tel)

(303) 298-6301 (Fax)



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Montana	Nebraska	New Mexico	North Dakota	
Oregon	South Dakota	Utah	Washington	Wyoming

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1. Use the list below to look up the access number of the city nearest where you are going to be.
2. Write down the number.
3. Follow the instructions in [Qwest.net Help](#) on how to:
 - o Set up a new dialing profile.
 - o Dial in using the new profile.

Note: All numbers work for both analog dial-up and ISDN service unless otherwise noted.

Generic Configuration Settings

FTP Server (for personal Web pages)	ftp.users.qwest.net	More Info...
URL for personal Web pages	www.users.qwest.net/~<Qwest.net login>	More Info...
Mail: Incoming and Outgoing (SMTP) server	See below...	More Info...
News Server	news.qwest.net	More Info...
Qwest URL	www.qwest.net/	

Configuration information by State/City

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State	City/Area	Dial-in	SMTP Mail Server	Primary DNS	Secondary DNS
Arizona	Phoenix	480-755-2020	pop.phnx.qwest.net	206.80.192.1	204.147.80.5
	Phoenix	480-755-9250	pop.phnx.qwest.net	206.80.192.1	204.147.80.5
	Phoenix	602-254-2256	pop.phnx.qwest.net	206.80.192.1	204.147.80.5
	Tucson	520-293-6805	pop.tcsn.qwest.net	207.108.112.1	204.147.80.5
	Tucson	520-622-7156	pop.tcsn.qwest.net	207.108.112.1	204.147.80.5
Colorado	Boulder	303-442-7097	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Colorado Springs	719-457-1899	pop.clsp.qwest.net	207.109.160.1	204.147.80.5
	Denver - North	303-487-7482	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Denver - South	303-254-1619	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Fort Collins	970-212-1077	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Grand Junction	970-257-9358	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Greeley	970-313-1302	pop.dnvr.qwest.net	206.196.128.1	204.147.80.5
	Pueblo	719-242-1004	pop.clsp.qwest.net	207.109.160.1	204.147.80.5
	Idaho	Boise	208-333-2880	pop.bois.qwest.net	207.108.224.1
Iowa	Ames	515-233-6598	pop.desm.qwest.net	207.108.32.1	204.147.80.5
	Cedar Rapids	319-364-4720	pop.cdr.qwest.net	209.181.204.1	204.147.80.5
	Davenport	563-323-1901	pop.dvnp.qwest.net	172.16.41.180	204.147.80.5
	Des Moines	515-241-9180	pop.desm.qwest.net	207.108.32.1	204.147.80.5
Minnesota	Duluth	218-733-3320	pop.dlth.qwest.net	207.109.192.1	204.147.80.1
	Minneapolis	612-672-0101	pop.mpls.qwest.net	204.147.80.1	204.147.80.5
	Minneapolis	651-221-2664	pop.mpls.qwest.net	204.147.80.1	204.147.80.5
	Rochester	507-285-2560	pop.roch.qwest.net	207.109.208.1	204.147.80.5
	St. Cloud	320-203-1576	pop.stcd.qwest.net	209.181.192.1	204.147.80.5
	St. Paul	651-221-2664	pop.mpls.qwest.net	204.147.80.1	204.147.80.5
Montana	Billings	406-245-9880	pop.blng.qwest.net	209.181.0.1	204.147.80.5
	Helena	406-449-4702	pop.mssl.qwest.net	207.225.0.1	204.147.80.5
	Missoula	406-523-3280	pop.mssl.qwest.net	207.225.0.1	204.147.80.5
Nebraska	Fremont	402-753-2000 (Analog only)	pop.omah.qwest.net	204.26.64.1	204.147.80.5
	Omaha	402-341-3631	pop.omah.qwest.net	204.26.64.1	204.147.80.5
New Mexico	Albuquerque	505-248-9260	pop.albq.qwest.net	207.108.240.1	204.147.80.5
	Las Cruces	505-527-0023	pop.albq.qwest.net	207.108.240.1	204.147.80.5
	Los Alamos	505-954-5160	pop.albq.qwest.net	207.108.240.1	204.147.80.5
	Santa Fe	505-954-5160	pop.albq.qwest.net	207.108.240.1	204.147.80.5
North Dakota	Bismarck	701-250-1880	pop.bsmr.qwest.net	207.109.224.1	204.147.80.5
	Bismarck	701-530-0580 (Analog only)	pop.bsmr.qwest.net	207.109.224.1	204.147.80.5
	Dickinson	701-225-7176	pop.farg.qwest.net	207.109.224.1	204.147.80.5
	Fargo	701-234-1640	pop.farg.qwest.net	207.109.224.1	204.147.80.5
	Grand Forks	701-775-9407	pop.farg.qwest.net	207.109.224.1	204.147.80.5

	Jamestown	701-252-5236	pop.farg.qwest.net	207.109.224.1	204.147.80.5
	Mayville	701-786-4093	pop.farg.qwest.net	207.109.224.1	204.147.80.5
	Valley City	701-845-3439	pop.farg.qwest.net	207.109.224.1	204.147.80.5
	Wahpeton	701-642-1966	pop.farg.qwest.net	207.109.224.1	204.147.80.5
Oregon	Eugene	541-338-2900	pop.eugn.qwest.net	207.109.240.1	204.147.80.5
	Eugene	541-463-1521	pop.eugn.qwest.net	207.109.240.1	204.147.80.5
	Medford	541-774-8580	pop.eugn.qwest.net	207.109.240.1	204.147.80.5
	Portland	503-227-0438	pop.ptld.qwest.net	198.36.160.1	204.147.80.5
	Salem	503-587-0379	pop.ptld.qwest.net	198.36.160.1	204.147.80.5
South Dakota	Sioux Falls	605-988-3600	pop.sxfl.qwest.net	207.108.0.1	204.147.80.5
Utah	Logan	435-563-2400	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Ogden	801-622-2080	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Orem	801-223-5180	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Park City	435-615-3340 (Analog only)	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Provo	801-223-5180	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Salt Lake City	801-236-5335	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Salt Lake City	801-237-0699	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Salt Lake City	801-281-5990	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Salt Lake City	801-715-6806	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
	Tooele	435-843-3500	pop.slkc.qwest.net	206.81.128.1	204.147.80.5
Washington	Auburn	253-288-1280	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Bellevue	425-454-7612	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Bellingham	360-650-5844	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Olympia	360-357-9565	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Seattle	206-956-3790	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Spokane	509-744-1920	pop.spkn.qwest.net	207.108.48.1	204.147.80.5
	Tacoma	253-925-1039	pop.sttl.qwest.net	206.81.192.1	204.147.80.5
	Vancouver	360-695-8584	pop.ptld.qwest.net	198.36.160.1	204.147.80.5
Wyoming	Cheyenne	307-635-0058	pop.chyn.qwest.net	209.181.12.1	204.147.80.5

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Setting up Roaming Service

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- [If your dial-in location uses 10-digit dialing](#)

Overview

Use these instructions to set up your computer for dialing in from a different location. These instructions are for both regular and Qwest.net Nationwide roaming, and for users of all versions of Qwest.net software.

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About roaming service within Qwest.net service area

If you move your computer outside the local calling area you registered in (but still inside the region where Qwest.net service is currently offered), change your dialer to dial a local number for the area you are in to avoid long distance charges.

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About roaming service outside of the Qwest.net service area

If you move your computer outside the region where Qwest.net service is currently offered (there is no local number available), you need to either:

1. Make long distance phone calls when accessing your account.
OR
2. Use the [Qwest.net Nationwide Roaming list](#), which has local phone numbers for accessing your account throughout the USA. The list also provides more local numbers within the coverage region than are available through the [Local Platform List](#) of dial-in numbers stored in your Qwest.net connection software.

Important: Each time you take your computer to a new location--or back home--be sure to select a local dial-in number whenever available to avoid long distance charges to access your account. You are responsible for any long distance charges incurred.

Instructions for dialing in from a different location depend on your software:

- [If you have the Qwest.net icon on your desktop](#), follow instructions below for users **with Qwest.net connection software**.
- [If you do not have the Qwest.net icon on your desktop](#), follow instructions below for users **without Qwest.net connection software**.

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