

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION

In the Matter of

TSS DIGITAL SERVICES, INC.,

Petition For Enforcement of its
Interconnection Agreement with Qwest
Corporation (f/k/a U S WEST
Communications, Inc.) Pursuant to WAC
480-07-650

Docket No. UT-073042

DECLARATION WILLIAM R.
EASTON

I, William R. Easton, declare as follows:

1. My name is William R. Easton. I am employed by Qwest Communications as a Director – Wholesale Advocacy. My business address is 1600 – 7th Avenue, Seattle, Washington 98191.
2. I am providing this Declaration in response to the Petition for Enforcement of Interconnection Agreement filed by TSS Digital Services Inc. and to the Declaration filed by Tom Ellis. I have reviewed Qwest’s Answer and the Attachments to that Answer. With the exception of the information in that Answer that is supported by the Declaration of Amanda Evans, I support the factual information contained in that Answer as being true and correct to the best of my knowledge.
3. In accordance with paragraph 5 of Qwest’s Answer, TSS has an unpaid past due balance of \$44,416.73. This total amount is broken down by account number on the attached Confidential Exhibit A [spreadsheet attached].

DECLARATION OF WILLIAM R. EASTON -1-

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

4. The TRO/TRRO Amendment that was entered into by Qwest and TSS Digital in September 2005 contains specific provisions regarding conversion of facilities, as set forth in that Amendment. Qwest did not have a unilateral obligation to work with TSS in connection with facilities in non-impaired wire centers. The ICA provisions cited by TSS in its Petition and in paragraph 3 of Mr. Ellis's declaration provide that Qwest and TSS must "work together" to identify impacted circuits. Based on the Declaration of Amanda Evans, and Attachment 1 to Qwest's Answer, Qwest fulfilled its obligations under these provisions by e-mailing TSS and attempting to set up meetings with TSS, but TSS failed to respond to e-mails and meeting requests.

5. Attachment 2 to Qwest's answer is a true and correct copy of the e-mail notification that was sent to Tom Ellis at TSS Digital in connection with TRRO implementation. I have reviewed the notice and believe that a carrier receiving that notice would have reasonably been prompted to inquire of Qwest, upon receipt of that notice, as to whether it had any affected facilities.

6. Pursuant to the terms of the ICA, the CLEC (TSS) was obligated to convert signaling links by the submission of ASRs within 90 days of the execution of the Amendment. TSS failed to do so. Further, Qwest is entitled to convert and backbill the affected circuits (Sections 5.1.3.1 and 5.1.3.2). Qwest did so, and there does not appear to be a material dispute with regard to the back billed amount, only with regard to whether it is appropriate for Qwest to back bill at all.

7. With regard to paragraph 10 of Mr. Ellis's declaration, Qwest charged TSS the non-recurring installation charges that were applicable to the installation of dark fiber.

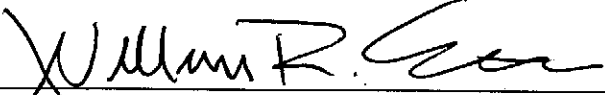
Qwest did not charge the installation charge when the dark fiber was first ordered and installed in July 2004, because the order was apparently cancelled by Qwest. Qwest did assess the installation charge when the circuits were (re)installed at Mr. Ellis's request in January 2006. Although TSS claims that the current non-recurring charges exceed those that TSS would have originally been assessed, Mr. Ellis provides no information with regard to the amount TSS claims is proper or that TSS is willing to pay. Furthermore, because the dark fiber was not installed, TSS was not billed for it until Qwest did install it in January 2006. Thus, TSS avoided over 16 months of charges for facilities that it would not otherwise have been using. However, if TSS wishes to assert that it should have been charged some lower installation charge based on a July 2004 order date, then TSS must also agree that it would have been paying the monthly recurring charges for that dark fiber.

8. Attachment C to this Mr. Ellis's Declaration is a true and correct copy of a settlement agreement that Qwest and TSS entered into in 2004 in connection with a collocation dispute. This dispute was originally for an amount over \$23,000. For various reasons, the parties decided to settle, with an agreement by TSS to pay \$7,916. In connection with that settlement, and prior to the final agreement, Qwest had offered to reduce the disputed amount by \$5,840. Qwest did *not* offer to reduce the settlement amount of \$7,916 even further. Thus, TSS owes Qwest \$7,916 to fulfill its commitment under the settlement agreement. Of that, TSS has paid only \$2,076, leaving \$5,840 still owing.

9. Attachment 4 to Qwest's Answer accurately sets forth Qwest's policy with regard to the holding and application of deposits. TSS is not being treated differently from any other carrier in this regard. Qwest remains willing to apply the \$900 deposit to any TSS account with a past due balance.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

DATED this 9th day of August, 2007.



William R. Easton