

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 1:

On page 5, lines 15-17 Mr. Gates states that “Charter deploys switches and other related equipment to provide voice services over the existing local network of its affiliated cable company.” Please provide a description and location of each telecommunications switch Charter uses to serve customers in the state of Washington.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter’s switches are not at issue in this proceeding, and the switches Charter uses to route traffic on the public switched telephone network are all listed in the Local Exchange Routing Guide (“LERG”), to which Qwest has access. Subject to, and without waiver of, those objections, Charter responds as follows: Charter uses the following switch to serve its telephone service customers in the state of Washington:

Switch CLLI KNWCWAI0MD, 6019 W. John Day Ave., Kennewick, WA 99336.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 2:

On page 6, lines 17-20 Mr. Gates states that Qwest's proposed language would require Charter to build additional facilities. Please describe the additional facilities that would be required and the specific language that would require the building of such facilities.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to and without waiving these objections, Charter responds as follows: Charter has not performed a detailed analysis of the interconnection facility arrangements that would be required under Qwest's proposed language for the state of Washington. Generally speaking, and only as examples, Charter could be required to build additional facilities pursuant to Qwest's proposed language in § 7.1.2, which could require Charter to establish more than one POI per LATA and construct those facilities, and pursuant to Qwest's proposed language in § 7.1.2.3 limiting Qwest's mid-span meet requirements to Qwest's Serving Wire Center boundaries, which could force Charter to build additional facilities from its preferred meet point location within a given LATA to a specific serving wire center.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 3:

On page 10, lines 13-19, Mr. Gates quotes Section 251(c)(2) of the Act. Is it Charter's position that Qwest has an obligation to provide interconnection that is superior to that provided by Qwest to itself, its affiliates or other providers? If the answer to [*sic*] yes, please provide the basis for such a position.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows: No, it is not Charter's position that Qwest has an obligation to provide interconnection that is superior to the interconnection that Qwest provides to itself, its affiliates, or any other providers. It is Charter's position that the interconnection it has requested from Qwest is the type of interconnection that Qwest is required to provide under the current state of the law. As Mr. Gates states at page 11, lines 10-13, of his testimony that "Qwest is required to provide interconnection that is at least equal in quality to that which Qwest provides to itself, or any other interconnecting carrier. This nondiscrimination principle is reflected in Charter's proposed language."

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 4:

On page 18, line 19, Mr. Gates claims that interconnection using the mid-span meet POI facilities of a third party are “in use elsewhere.” Please provide a copy of the interconnection agreement(s) Charter has entered into under which Charter uses the mid-span meet POI facilities of a third party to interconnect with an ILEC. If Charter has not entered into such an ICA, please provide a copy of the ICAs upon which Charter relies for its claim.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter does not track the requested information as part of its normal business operations and gathering responsive data would require Charter to expend significant time and resources to conduct a special study. Charter has not performed an analysis of all of its network interconnections to specifically identify a network interconnection scenario utilizing a third party meet point to interconnect with a LEC, nor has Charter performed a review of all of its interconnection agreements to identify language that would permit the use of a third party meet point to interconnect with a LEC. Subject to, and without waiver of, those objections, Charter responds as follows: Mr. Gates relied upon his experience and knowledge of industry practices, not upon specific interconnection agreements, as support for his testimony on page 18, line 19.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 5:

On pages 20, lines 12-14 Mr. Gates states that carriers are prohibited from “shifting to other carriers the costs of transporting that carrier’s own traffic to the POI.” Is it Mr. Gates’ contention that Qwest’s proposed language would require such cost shifting? If so, please describe the specific language and explain how it would require the shifting of costs.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, these objections, Charter responds as follows: Charter believes that the following Qwest proposed ICA sections are examples of language that could require Charter to pay for facilities and/or trunking on Qwest’s side of the POI:

Qwest proposed § 7.1.2 – Requires that Charter implement multiple POIs thereby incurring costs to establish additional POIs and trunking on the Qwest side of the Charter preferred POI.

Qwest proposed § 7.1.2.3 – Limits a meet point interconnection to being within one of Qwest’s serving wire centers thereby forcing Charter to place additional facilities to meet Qwest within that wire center rather than at a mutually agreeable point within the LATA.

Qwest proposed § 7.3.2 – Requires Charter to purchase Direct Trunked Transport from a POI established in one local calling area to an end office or tandem in another local calling area.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 6:

On pages 29-30 Mr. Gates discusses “third party-provided interconnection facilities.” Please describe the specific third party-provided interconnection facilities that the Qwest proposed language would prohibit. Please identify the specific sections of Qwest’s proposed language that would prohibit Charter’s use of such “third party-provided interconnection facilities.”

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows: Charter has proposed language in § 7.1.2 and the associated subsections that specifically identify a number of interconnection options including language in § 7.1.2.4, “Interconnection Facility provided by a Third-Party”; language in § 7.1.2.4(a) “Interconnection via an Interconnection Facility provided by a third Party without a Mid-Span Meet Arrangement with Qwest”; and language in § 7.1.2.4(b) “Interconnection Facility provided by a Third-Party provider on the CLEC side of the Collocation POI. For § 7.1.2 and the identified subsections the Qwest proposed language does not specifically identify a Third-Party provider option for interconnection facilities but the Charter proposed language for § 7.1.2 and the identified subsections does contain such language. For the associated subsections, Qwest did not agree to the Charter proposed language that specifically identified the Third-Party provider option. The Qwest proposed §7.1.2.4 does not contain any proposed language that permits the Third-Party provider options and is shown as “Intentionally Left Blank.”

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 7:

On page 41, lines 2-3 Mr. Gates states that, “Charter incurs significant costs related to transport (or ‘backhaul’) for Qwest originated traffic between and among Charter’s various network locations. Please describe this transport and provide a diagram depicting the transport that Charter provides for Qwest traffic originated in the state of Washington.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows: Charter is required to transport Qwest originated traffic from a Qwest POI to its Kennewick switch. The Kennewick Switch then will route the call to the Charter end user customer located in the Qwest rate center area associated with the originating Qwest exchange. A diagram depicting the transport that Charter provides is attached as Confidential Exhibit A, which is provided pursuant to the Commission’s protective order in this docket.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 8:

On page 42, lines 5-9 Mr. Gates mentions Charter's "end office equivalents." Please describe in detail what Charter contends constitutes a Charter end office equivalent.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows: When Mr. Gates mentions "end office equivalents" he is generally referring to the Charter switches that provide Charter's telephone services. The Washington switch information is provided in the Charter response to Qwest Data Request No. 1.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 9:

Please identify the insurer that Charter would use to comply with the insurance requirements of the ICA.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter further objects to this request on the grounds that it seeks speculation on the insurer that Charter would use at some future time, rather than data. Charter has not yet engaged an insurer to comply with the insurance requirements of the ICA because the parties are still arbitrating the ICA, including the requirements for the insurer.

Prepared by: Counsel
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 10:

State whether that insurer is rated, and if so what its rating is.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter further objects to this request on the grounds that it is vague and ambiguous in failing to identify which insurer is the subject of the request. Assuming that Qwest is referring to the insurer whose identity Qwest requested in Data Request No. 9, Charter objects to this request on the same grounds that Charter objects to Data Request No. 9.

Prepared by: Counsel
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 11:

Please state whether Charter believes it could elect to be self-insured and whether it would still be in compliance with its proposed insurance language if it did so.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter objects to this request on the grounds that it seeks speculation and subjective belief, rather than data, and is not reasonably calculated to lead to the discovery of admissible evidence. Whether there are any circumstances in which Charter “believes it could elect to be self-insured” is not reasonably related to the disputed issue of the qualifications of a third party insurer. Subject to, and without waiver of, those objections, Charter responds as follows: The Charter proposed ICA language and the Qwest proposed ICA language both contain the following undisputed sentence:

If either party or its parent company has assets equal to or exceeding ten billion dollars (\$10,000,000,000), that Party may utilize an Affiliate captive insurance company in lieu of a “Best’s” rated insurer. To the extent that the parent company of Party is relied upon to meet the ten billion dollar (\$10,000,000,000) asset threshold, such parent shall be responsible for the insurance obligations contained in this Section 5.6.1, to the extent its affiliated Party fails to meet such obligations.

Charter or its parent company has the requisite assets pursuant to this undisputed language to elect to be self-insured. If Charter were to make such an election it would be in compliance with the undisputed language.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 12:

Please describe how Charter believes Qwest would determine whether Charter's insurance coverage is adequate.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter further objects to this request on the grounds that the Request is vague, ambiguous, and overly broad in that the Request asks Charter to hypothesize about any standards that Qwest might utilize to make an "adequacy" determination. In addition, the Request seems to presume that Charter agrees that Qwest has the right to determine whether or not Charter's insurance coverage is adequate. Charter does not agree that Qwest has this right. Subject to, and without waiver of, these objections, Charter responds as follows: An insurer in good standing will have obtained necessary authorizations from state and federal insurance regulators to provide coverage and engage in the provision of related services. Such insurers will also be subject to all applicable rules, regulations, and standards governing the provision of insurance in the state of Washington, and other jurisdictions.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 13:

Regarding Issue 1 – please describe any and all circumstances under which Charter would fail to make payments to Qwest of undisputed amounts.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter further objects to this request on the grounds that it is overbroad and unduly burdensome and seeks speculation, rather than data, in requesting “all” circumstances under which Charter would fail to make payments to Qwest of undisputed amounts. Subject to, and without waiver of, those objections, Charter responds as follows: It is Charter’s practice to pay all undisputed invoices by the payment due date. However, there are innumerable potential circumstances which could result in the failure to pay an undisputed bill amount. Such circumstances include, but are not limited to:

- Acts of God preventing normal payment processes
- Billing Party failure to provide a complete and accurate invoice
- Qwest, Charter, or third-party vendor related system issues
- A breakdown in Qwest, Charter, or third-party vendor internal processes
- Qwest, Charter, or third-party vendor employee error
- Bank or financial institution failures
- Failure associated with electronic transmission of payment

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 14:

Regarding Issue 2 – please provide a list of all of Charter’s customers and suppliers with whom Charter has an agreement to limit backbilling and billing disputes to 12 months or less.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter objects to this request on the grounds that it is overbroad and unduly burdensome in seeking a list of “all” Charter customers and suppliers with whom Charter has an agreement to limit backbilling and billing disputes to 12 months or less. Charter does not track the requested information as part of its normal business operations and gathering responsive data would require Charter to expend significant time and resources to conduct a special study.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 15:

Please provide a list of all of Charter's customers and suppliers with whom Charter does not have an agreement to limit backbilling and billing disputes to 12 months.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter further objects to this request on the grounds that it is overbroad and unduly burdensome in seeking a list of "all" Charter customers and suppliers with whom Charter does not have an agreement to limit backbilling and billing disputes to 12 months or less. Charter does not track the requested information as part of its normal business operations and gathering responsive data would require Charter to expend significant time and resources to conduct a special study.

Prepared by: Counsel
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest First Data Requests
October 31, 2008

Data Request No. 16:

Regarding Issue 3 – please state whether Charter believes that the parties could transition from bill and keep to another type of compensation arrangement under the ICA without executing an amendment to the ICA.

Response:

All general objections and all objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows: Charter does not believe that the Parties can transition from bill and keep to another type of compensation arrangement under the ICA without executing an amendment to the ICA.

Prepared by: Counsel (objections); Bill Pruitt
Date: October 31, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 17

Regarding Charter's Proposed Sections 7.1.2.6 through 7.1.2.9, please provide Qwest with a list of all service providers that Charter has direct interconnection with for the exchange of traffic that is local to any of Qwest's service territory in Washington.

Response: All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows:

Charter has direct interconnection with the following LECs for the exchange of traffic that is local to Qwest's service territory in Washington:

- Verizon NW - WA (OCN 4324)
 - Charter operates in Pasco (Qwest), which has local calling to Kennewick (Verizon NW). Charter has direct trunks to the Verizon Tandem in Kennewick. A call originated from a Charter customer in Pasco destined for a Verizon customer in Kennewick should route over the direct trunks to Verizon.
- Embarq (United/Sprint) WA (OCN 2400)
 - Charter operates in Yakima (Qwest), which has local calling to White Swan (Embarq). Charter has direct trunks to Embarq's Tandem in Sunnyside. A call originated from a Charter customer in Yakima destined for an Embarq customer in White Swan should route over the direct trunks to Embarq.

Prepared by: Counsel (objections); Martin Ruvalcava
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 18

Regarding Charter's Proposed Sections 7.1.2.6 through 7.1.2.9, does Charter agree that a one-way trunk connection between Charter's switch and Qwest's switch is a direct connection? If not, please explain your answer.

Response: All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows:

Charter does agree that a one-way trunk connection between two switches is one example of a direct connection.

Prepared by: Counsel (objections); Bill Pruitt
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 19:

Regarding Mr. Gates' Direct Testimony Page 27, lines 15-17, describe how the economics of telecommunications engineering has changed with respect to transport and switching technologies within the last ten years?

Response:

All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections Charter responds as follows:

Transport technology has migrated to fiber-based systems that have next to unlimited capacity. This increased capacity has dramatically reduced the cost of transport as compared to copper based transport systems. Switching technology has also evolved. Currently most providers are moving to IP-based networks which include packet switching and soft switches. These soft switches require less upfront investment than traditional Class 5 circuit switches and dramatically reduced traffic sensitive costs as well.

Prepared by: Counsel (objections); Timothy J Gates
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 20:

Please identify the local calling area(s) for Charter's end users originating and terminating traffic that is routed by Charter to and from Qwest tandem(s) located in Spokane WA. Additionally, please identify the service providers to whom Charter routes traffic through Qwest's Spokane tandem.

Response:

All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter also specifically objects to this data request as being unduly burdensome as a special study would be required to identify each and every carrier associated with a Charter customer originating a call to a terminating end user whose carrier has a Local Routing Number requiring Charter to route calls to the Spokane tandem when there are a large number of such calls. Subject to, and without waiver of, those objections Charter responds as follows:

Charter is interconnected with Qwest in Spokane WA (SPKNWA01C9T) as an "Access Tandem", per the Single Point of Presence ("SPOP") ICA requirements. Charter has no subtending localities (rate centers) originating traffic out of this tandem, per our SPOP with Qwest.

Charter has trunk groups from its switch to the Qwest 911 Selective routers in Spokane.

Charter has trunk groups to the Spokane tandem that primarily carry Charter originated calls to competitive local exchange carriers ("CLECs") and Commercial Mobile Radio Service ("CMRS") providers that have Local Exchange Routing Guide ("LERG") routing that requires Charter to route the calls to the Spokane tandem even though the Charter customers are associated with rate centers associated with the Yakima tandem. In a review of the minutes that traversed these trunk groups in November we determined that 83% of the calls were Charter originated calls. In a sampling of the Charter originated local calls, 92% of the calls were routed to a single CMRS provider. A special study would be required to produce any additional detail.

Prepared by: Counsel (objections); Bill Pruitt
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 21:

How does the transport as depicted on Mr. Gates' Confidential Exhibit TJG-5C between Charter's switch and Embarq's location at 405 S. 5th St., Sunnyside, Washington, relate to the disputed terms of the ICA between Qwest and Charter?

Response:

All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows:

Mr. Gates' Confidential Exhibit TJG-5C is derived from confidential Exhibit A provided by Charter to Qwest in response to Qwest's first Set of Data Requests, Data Request No. 7. The transport depicted between Charter's switch and Embarq's location at 405 S. 5th St., Sunnyside, Washington, is displayed to show how Charter is interconnected with Embarq in the state of Washington and to demonstrate that Charter has significant transport costs to exchange traffic with LECs in the state of Washington. While the recovery of the costs of transport between Embarq and Charter is not an issue covered by Qwest/Charter interconnection agreement, it is relevant to display the total transport that Charter has in Washington that would need to be recovered through billable charges to multiple LECs if transport were not considered to be a component of a reciprocal compensation bill and keep scenario with those involved LECs.

Prepared by: Counsel (objections); Bill Pruitt
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 22:

How does the transport as depicted on Mr. Gates' Confidential Exhibit TJG-5C between Charter's switch and Verizon's Kennewick, Washington location relate to the disputed terms of the ICA between Qwest and Charter?

Response:

All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Subject to, and without waiver of, those objections, Charter responds as follows:

Mr. Gates' Confidential Exhibit TJG-5C is derived from confidential Exhibit A provided by Charter to Qwest in response to Qwest's first Set of Data Requests, Data Request No. 7. The transport depicted between Charter's switch and Verizon's Kennewick, Washington switch is displayed to show how Charter is interconnected with Verizon in the state of Washington and to demonstrate that Charter has significant transport costs to exchange traffic with LECs in the state of Washington. While the recovery of the costs of transport between Verizon and Charter is not an issue covered by a Qwest/Charter interconnection agreement, it is relevant to display the total transport that Charter has in Washington that would need to be recovered through billable charges to multiple LECs if transport were not considered to be a component of a reciprocal compensation bill and keep scenario with those involved LECs.

Prepared by: Counsel (objections); Bill Pruitt
Date: December 9, 2008

WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008

Data Request No. 23:

Re: Mr. Gates' Rebuttal Testimony, p. 35.

- a. Is it Charter's contention that when traffic from an originating carrier is routed through another carrier's end office switch that the signaling stream received by the terminating carrier will contain all information necessary for the terminating carrier to bill the originating carrier?
- b. Does Charter dispute that the identity of the originating carrier would not be included in the signaling stream for calls routed through an end office switch?
- c. If so, please identify the signaling parameter in which the identity of the originating carrier would be provided in the signaling stream.

Response:

All general objections to definitions and instructions are incorporated into the specific objection regarding this Request. Charter also objects to this Data Request because it is misleading and makes an incorrect assumption regarding Charter's proposed language. Charter has not proposed language that would allow Charter to transit traffic through a Qwest end office nor has Charter requested in some other manner (BFR, amendment request, etc) that such a service be provided by Qwest to Charter. Charter has simply proposed language that would permit indirect interconnection if a Qwest end office subtended a third party transit provider's tandem switch. Subject to, and without waiver of, those objections, and the specific objection stated above, Charter responds as follows:

- 23a. Contrary to what Qwest Data Request No. 23 presumes, Charter's language does not make the contention that when traffic from an originating carrier is routed through another carrier's end office switch that that the signaling stream received by the terminating carrier contains all the information necessary for the terminating carrier to bill the originating carrier. Charter has not requested that it be allowed to transit traffic to a third party carrier through a Qwest end office. Charter has simply requested that the parties incorporate language into the ICA that would allow for the mutual exchange of traffic in a situation where a Qwest end office switch subtended a third party tandem provider's tandem switch that Charter was already interconnected with (i.e. Charter's language offers the indirect interconnection option that is standard in the industry and that is contemplated by 47 C.F.R § 51.100(a)(1)). Charter is unable to respond to questions regarding the "signaling stream" and whether a call transited through an end office would "contain all information necessary for the terminating carrier to bill the originating carrier" as Charter does not currently transit traffic through Qwest end offices and has no plans to do so in the future. In an indirect interconnection scenario Charter would provide all the required signaling information to the third party transit provider when it transited a call to Qwest through that third party transit provider.

**WUTC Docket No. UT-083041
Charter Responses to Qwest Second Set of Data Requests
December 9, 2008**

Response to Data Request No. 23 (cont'd):

23b: Please see response to 23a.

23c: Please see response to 23a.

Prepared by: Counsel (objections); Bill Pruitt
Date: December 9, 2008