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JEFF HATCH-MILLER - Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

ORIGINAL



ARIZONA CORPORATION COMMISSION

DATE: April 13, 2006

DOCKET NOS: T-01051B-05-0495 and T-03693A-05-0495

TO ALL PARTIES:

Enclosed please find the recommendation of Administrative Law Judge Amy Bjelland. The recommendation has been filed in the form of an Opinion and Order on:

PAC-WEST TELECOMM, INC. v. QWEST CORPORATION

(COMPLAINT)

Pursuant to A.A.C. R14-3-110(B), you may file exceptions to the recommendation of the Administrative Law Judge by filing an original and thirteen (13) copies of the exceptions with the Commission's Docket Control at the address listed below by **4:00 p.m.** on or before:

APRIL 24, 2006

The enclosed is NOT an order of the Commission, but a recommendation of the Administrative Law Judge to the Commissioners. Consideration of this matter has tentatively been scheduled for the Commission's Open Meeting to be held on:

MAY 2 AND 3, 2006

For more information, you may contact Docket Control at (602)542-3477 or the Hearing Division at (602)542-4250. For information about the Open Meeting, contact the Executive Director's Office at (602) 542-3931.

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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS

JEFF HATCH-MILLER, Chairman
WILLIAM A. MUNDELL
MARC SPITZER
MIKE GLEASON
KRISTIN K. MAYES

IN THE MATTER OF
PAC-WEST TELECOMM, INC.,

Complainant,

vs.
QWEST CORPORATION,

Respondent.

DOCKET NO. T-01051B-05-0495
DOCKET NO. T-03693A-05-0495

DECISION NO. _____

OPINION AND ORDER

DATE OF HEARING: October 24, 2005 (oral argument only)
PLACE OF HEARING: Phoenix, Arizona
ADMINISTRATIVE LAW JUDGE: Jane Rodda¹
APPEARANCES: Joan S. Burke, OSBORN MALEDON, on behalf of Pac-West Telecomm; and
Norman G. Curtright, Corporate Counsel, on behalf of Qwest Corporation.

BY THE COMMISSION:

On July 13, 2005, Pac-West Telecomm, Inc. ("Pac-West") filed with the Arizona Corporation Commission ("Commission") a Formal Complaint Regarding Enforcement of an Interconnection Agreement against Qwest Corporation ("Qwest") alleging that Qwest has failed to comply with certain terms of the parties' interconnection agreement.

On July 15, 2005, Qwest was notified by the Commission's Docket Control of the formal complaint docketed by Pac-West.

On August 16, 2005, Pac-West and Qwest filed a Joint Stipulation for Extension to File Answer and for Briefing Schedule with a suggested briefing schedule.

¹ Administrative Law Judge Jane Rodda conducted the hearing in this proceeding and Administrative Law Judge Amy Bjelland drafted the Recommended Opinion and Order.

1 On August 22, 2005, Qwest filed its Answer to Pac-West's Complaint to Enforce its
2 Interconnection Agreement and Counterclaims.

3 On September 13, 2005, a Procedural Order was issued in this docket setting forth a briefing
4 schedule and a time for oral argument.

5 On September 14, 2005, Pac-West and Qwest each filed a simultaneous Opening Brief in this
6 docket.

7 On October 5, 2005, the parties filed a Joint Stipulation Regarding Briefing Schedule
8 requesting an extension of time for filing simultaneous response briefs.

9 On October 14, 2005, a Procedural Order was issued in this docket extending the deadline for
10 filing response briefs and retaining the date for oral argument.

11 On October 19, 2005, the parties each filed a simultaneous Response Brief in this docket.

12 A hearing for the purpose of oral argument convened on October 24, 2005, before a duly
13 authorized Administrative Law Judge of the Commission. Each party appeared with counsel and
14 agreed that a recommended order should be issued based on the legal issues raised and argued in the
15 docket and at oral argument. At the conclusion of the hearing, the matter was taken under
16 advisement pending issuance of a recommended opinion and order.

17 On December 7, 2005, Qwest filed a Notice of Filing Supplemental Authority.

18 On December 20, 2005, Qwest filed a Notice of Second Filing of Supplemental Authority.

19 On January 9, 2006, Pac-West filed a Response to Qwest's Supplemental Citations of
20 Authority.

21 On January 17, 2006, Qwest filed a Reply to Pac-West's Response to Qwest's Supplemental
22 Citations of Authority.

23 On January 23, 2006, Qwest filed its Notice of Third Filing of Supplemental Authority.

24 On February 1, 2006, Qwest filed its Notice of Fourth Filing of Supplemental Authority.

25 On February 3, 2006, Qwest filed its Notice of Fifth Filing of Supplemental Authority.

26 On February 13, 2006, Pac-West filed its Notice of Filing of Supplemental Authority.

27 On February 16, 2006, Fennemore Craig, attorneys for Qwest, filed a Notice of Withdrawal,
28 stating that Qwest has been advised of and consented to the withdrawal, and that pleadings in the

1 matter previously sent to Fennemore Craig should be directed to Norman Curtright. Substitution of
2 counsel was approved by procedural order on February 23, 2006.

3 On March 10, 2006, Pac-West filed its Second Citation of Supplemental Authority.

4 On March 28, 2006, Qwest filed its Notice of Sixth Filing of Supplemental Authority.

5 On April 5, 2006, Pac-West filed its Third Citation of Supplemental Authority.

6 On April 12, 2006, Qwest filed its Notice of Seventh Filing of Supplemental Authorities.

7 * * * * *

8 Having considered the entire record herein and being fully advised in the premises, the
9 Commission finds, concludes, and orders that:

10 **FINDINGS OF FACT**

11 1. Pac-West is a public service corporation and competitive local exchange company
12 (“CLEC”) that is certified to provide competitive telecommunications services in Arizona. Pac-West
13 is authorized to provide switched and non-switched local exchange and long distance service in
14 Arizona.

15 2. Qwest is an incumbent local exchange company (“ILEC”), as defined in 47 U.S.C. §
16 251(h), that provides local exchange and other telecommunications services throughout Arizona.

17 3. Pac-West and Qwest are parties to a Local Interconnection Agreement
18 (“Interconnection Agreement” or “ICA”), approved by the Commission in Decision No. 62137
19 (December 14, 1999).

20 4. On April 27, 2001, the FCC released its Order on Remand and Report and Order *In*
21 *the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of*
22 *1996 and Intercarrier Compensation for ISP-Bound Traffic*, CC Docket Nos. 96-98 & 99-68, FCC
23 01-131 (“ISP Remand Order”). The ISP Remand Order held that, through §251(g) of the
24 Telecommunications Act of 1996 (the “Act”), Congress intended to exclude ISP-bound traffic from
25 the reach of §251(b)(5). ISP Remand Order ¶1. Thus, the FCC found that ISP-bound traffic is not
26 subject to reciprocal compensation under § 251(b)(5). *Id.* ¶35. The FCC reaffirmed that ISP traffic is
27 predominantly interstate access traffic subject to Section 201 of the Act and on an interim basis
28 established rates for the exchange of such traffic, as well as set growth caps.

1 5. On May 24, 2002, Pac-West and Qwest entered into an amendment (“ISP
2 Amendment”) to their Interconnection Agreement, which was filed with the Commission and became
3 effective by operation of law pursuant to § 252(e)(4) of the Act on May 19, 2003. The ISP
4 Amendment provides that each party presumes that traffic delivered to the other party that exceeds a
5 3:1 ratio of terminating to originating traffic is ISP-bound. The parties agree that Pac-West
6 terminates more calls for Qwest than Qwest terminates for Pac-West.

7 6. Sections 1.4 and 3.1 of the ISP Amendment provide that “ ‘ISP Bound’ [traffic] is as
8 described by the FCC in [the ISP Remand Order],” and that “Qwest elects to exchange ISP-bound
9 traffic at the FCC ordered rates pursuant to the [ISP Remand Order].” Section 5 of the ISP
10 Amendment provides “the reciprocal compensation rate elected for (§251(b)(5)) traffic is the rate
11 applied to ISP traffic.” The ISP Amendment also provided for a cap on minutes for which
12 compensation is required for the years 2001, 2002, and 2003.

13 7. Due to a dispute regarding whether Qwest was obligated to compensate Pac-West for
14 minutes over the growth caps after December 31, 2003, Pac-West and Qwest entered into private
15 arbitration as provided for in the dispute resolution provision of their ICA. While the Pac-
16 West/Qwest arbitration was pending, the FCC issued its Core Order.²

17 8. In an arbitration decision dated December 2, 2004, the Pac-West/Qwest arbitrator
18 found that the ISP Remand Order discontinued the minutes cap after December 31, 2003. The Pac-
19 West/Qwest arbitrator further found that, rather than changing the law established by the ISP Remand
20 Order, the Core Order clarified the FCC’s intent to discontinue the minutes cap after 2003. Based on
21 these findings, the Pac-West/Qwest arbitrator ordered that Pac-West was entitled to compensation for
22 all ISP-bound traffic, without application of the growth caps, beginning on January 1, 2004.

23 9. Subsequent to the Pac-West/Qwest arbitration decision, Qwest notified Pac-West on
24 December 29, 2004, that it would withhold reciprocal compensation for Virtual NXX (“VNXX”)
25 traffic retroactive to the beginning of 2004. Pac-West offers VNXX service by assigning an NPA-
26 NXX to an ISP customer physically located outside the rate center to which the NPA-NXX is
27

28 ² *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from application of the ISP Remand Order*, WC Docket 03-171, FCC Release No. 04-241 (October 18, 2004).

1 assigned. The North American Numbering Plan provides for telephone numbers consisting of a three
2 digit area code (Number Plan Area or "NPA"), a three digit prefix ("NXX") and a four digit line
3 number. As the Commission noted in Decision No. 66888 (April 6, 2004) ("AT&T Arbitration"):

4 NXX calls are assigned to particular central offices or rate centers within
5 the state and are associated with specific geographic areas or exchanges.
6 The definition is important for determining whether a call will be routed
7 and rated as a local call, and subject to reciprocal compensation, or as a
8 toll call subject to access charges....Qwest offers an FX service, under
9 which for a monthly fee, Qwest provides customers in one rate center with
10 a NPA-NXX assigned to another rate center, so that calls can be placed to
and from the FX subscriber to and from customers in the foreign rate
center without incurring toll charges....Both FX service and VNXX
services have the effect of expanding the local calling area for the
customer.

11 AT&T Arbitration, pp. 7-8.

12 **Reciprocal Compensation Under the ISP Amendment**

13 **Pac-West Position**

14 10. Pac-West argues that Qwest breached its obligation under the ICA and ISP
15 Amendment by refusing to compensate Pac-West for all ISP-bound traffic, including VNXX traffic
16 originated by Qwest customers and terminated by Pac-West via Pac-West's VNXX service. Pac-
17 West alleges that Qwest has withheld \$443,784.34 in compensation owed Pac-West for local
18 exchange traffic terminated between January 1, 2004 and May 31, 2005.

19 11. Pac-West states that, in a practical sense, VNXX is indistinguishable from FX service
20 and that therefore it is eligible for reciprocal compensation under the ISP Amendment. Pac-West
21 further contends that, pursuant to *WorldCom, Inc. v. FCC*, 288 F. 3d 429 (U.S.App.D.C. 2002), ISP-
22 bound traffic is not §251(g) traffic, or toll traffic, and therefore all ISP-bound traffic, including
23 VNXX, is subject to reciprocal compensation pursuant to §251(b)(5).

24 12. Pac-West distinguishes the AT&T Arbitration, which excluded VNXX traffic from the
25 definition of "Exchange Service" for an ICA between AT&T and Qwest, from the instant matter in
26 three ways. First, the AT&T Arbitration decided prospective language for an ICA; second, the
27 parties in that matter disputed and sought clarification for the term "Exchange Service" with regard to
28 VNXX traffic and not to intercarrier compensation; and third, the Decision indicated the

1 Commission's reluctance to decide in that matter "a future dispute concerning AT&T's VNXX
2 service which may or may not arise under that provision." AT&T Arbitration at 13.

3 13. Pac-West requests that the Commission order Qwest to comply with the ICA with
4 regard to the reciprocal compensation allegedly owed Pac-West for the transport and termination of
5 all local traffic, including ISP-bound traffic and all VNXX traffic originated by Qwest. Pac-West
6 requests that Qwest be ordered to make the payment owed to Pac-West, as well as interest for all
7 overdue payments at the interest rate specified in the ICA.

8 **Qwest's Position**

9 14. Qwest argues that it has not breached its obligation under the ICA and ISP
10 Amendment because VNXX traffic is not included in ISP-bound traffic for purposes of reciprocal
11 compensation. Qwest states that routing ISP-bound calls to a server that is not physically located in
12 the same local calling area ("LCA") is contrary to the regulatory scheme set forth in the ISP Remand
13 Order, as well as contrary to well-established telecommunications jurisprudence. Qwest contends
14 that VNXX traffic is not local exchange traffic and is therefore not eligible for reciprocal
15 compensation under the ICA and ISP Amendment. Qwest denies Pac-West's allegation regarding the
16 amount of money at issue and states that the maximum amount owed for the period from January 1,
17 2004 through May 31, 2005 is \$436,854.34.

18 15. Qwest states that VNXX traffic is distinguishable from FX service because FX
19 customers must purchase a local connection, pay for transport from the central office to their location,
20 and because of the extreme disparity in the volume of traffic. Qwest's Opening Brief, pp. 30-31.
21 Qwest specifies that VNXX traffic is not local traffic, and cites the Enhanced Service Provider
22 ("ESP") Exemption to support its contention. Qwest argues that the ESP Exemption was a policy
23 decision made by the FCC before the Act, wherein ESPs, or providers of communication that
24 modifies content, were authorized to connect their points of presence through local service tariffs,
25 even though the services provided were interstate in nature. Qwest states that based on the Act,
26 "[t]he FCC determined that ISPs, the heirs to the old "enhanced service provider" designation, were
27 entitled to the same treatment [as ESPs] for compensation purposes. Thus, when an ISP is served by a
28 CLEC, the same analysis applies under Section 251(g) of the Act." Qwest Answer, ¶21.

1 16. Qwest provided numerous supplements in this docket which included decisions from
2 other states purporting to support its argument against inclusion of VNXX within the definition of
3 ISP-bound traffic and cites the AT&T Arbitration in arguing that VNXX does not fall under the
4 definition of local traffic. In that matter, we adopted Qwest's proposed definition of "Exchange
5 Service", which did not specifically include VNXX traffic.

6 17. Qwest requests that the Commission deny all relief requested by Pac-West in its
7 Complaint.

8 **Resolution**

9 18. The crux of the dispute is whether VNXX ISP-bound traffic is eligible for reciprocal
10 compensation under the ICA, the ISP Amendment and the ISP Remand Order. The ICA and its
11 amendments only authorize certain categories of traffic (e.g., Extended Area Service ("EAS")/Local
12 Traffic, Transit Traffic, Switched Access Traffic, Ancillary Traffic). The ICA and ISP Amendment
13 make no reference to VNXX. The precise classification of VNXX traffic remains unsettled. Current
14 jurisprudence at the federal level is inconclusive, and state jurisprudence is conflicting.

15 19. We agree with Qwest that FX and VNXX services are distinct. However, this
16 difference does not mean that VNXX traffic is ineligible to receive reciprocal compensation pursuant
17 to the ICA and ISP Amendment.

18 20. The *WorldCom* court reviewed the FCC's ISP Remand Order and explicitly rejected
19 the proposition that §251(g) carved out ISP-bound traffic from §251(b)(5) traffic, however the Court
20 did not vacate the Order as it found that the FCC could have arrived at the same result under different
21 reasoning. We do not read the ISP Remand Order as being limited to ISPs with a server located in
22 the same local calling area as its customers. Nor do we believe that the ESP Exemption relied upon
23 by Qwest precludes the use of VNXX arrangements.

24 21. The ISP Amendment provides in Section 2 that "Pursuant to the election in Section 5
25 of this Amendment, the Parties agree to exchange all EAS/Local (§251(b)(5)) traffic at the state
26 ordered reciprocal compensation rate." Section 5 provides "The reciprocal compensation rate elected
27 for (§251(b)(5)) traffic is...[t]he rate applied to ISP traffic." The plain language of the ISP
28 Amendment provides for reciprocal compensation for all ISP-bound traffic. Because it does not

1 exclude VNXX ISP-bound traffic, we find that such traffic should be subject to reciprocal
2 compensation under the terms of the ICA and ISP Amendment.

3 22. The AT&T Arbitration prospectively dealt with the establishment of language to be
4 included in an ICA between the parties, specifically with the definition of "Exchange Service", rather
5 than how to deal with intercarrier compensation. Most importantly, we acknowledged in that
6 Decision our unwillingness to determine a matter of such gravity without broad industry participation
7 and the participation of Staff. In this matter, again, we are disinclined to make a sweeping
8 pronouncement regarding the appropriateness of VNXX as it relates to intercarrier compensation.
9 We base our decision in this matter on the plain language of the specific contract terms.

10 23. For the foregoing reasons, we find that by withholding reciprocal compensation for
11 VNXX ISP-bound traffic, Qwest has breached the terms of the ICA and ISP Amendment.

12 24. VNXX allows carriers to effectively extend the local calling areas established by the
13 Commission. It is a departure from the historic means of routing and rating calls and has broad
14 implications for intercarrier compensation. Because the issue of VNXX has now come before the
15 Commission more than once, and we anticipate that it will continue to be an issue in the future, we
16 will order Staff to open a generic docket to investigate and make recommendations on whether, or
17 under what circumstances, the use of VNXX is in the public interest. Our finding in the matter
18 before us is premised on the language of the ICA and ISP Amendment and the holding in the ISP
19 Remand Order, and makes no findings concerning the appropriateness of VNXX arrangements on a
20 going-forward basis.

21 **Course of Dealing/Estoppel, Res Judicata, Discrimination**

22 25. Pac-West raised claims that the doctrines of "course of dealing"/estoppel and res
23 judicata preclude Qwest from raising objections to the use of VNXX, and that Qwest's opposition to
24 assigning phone numbers to allow VNXX arrangements is discriminatory. Given our resolution of
25 Pac-West's claim based on the plain meaning of the ICA and ISP Amendment, we do not reach these
26 issues.

27 ...

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1 **Qwest’s Counterclaims**

2 **Qwest’s Position**

3 26. Qwest made several counterclaims based on allegations that Pac-West violated
4 federal and state law, as well as the ICA.

5 27. Qwest contends that Pac-West has misassigned local telephone numbers and
6 NPA/NXXs in local calling areas other than the local calling area where its customer’s ISP server is
7 physically located, misused telephone numbering resources and subsequently attempted to bill Qwest
8 the ISP Remand Order rate for VNXX traffic, all in violation of federal law. Qwest Answer ¶60.
9 Qwest asks the Commission to order Pac-West to cease assigning NPA/NXXs in local calling areas
10 other than the local calling area where its customer’s ISP servicer is physically located, and cease
11 charging Qwest for such traffic, and further to require Pac-West to properly assign telephone
12 numbers based on the physical location of its end-user or ISP customer. *Id.*

13 28. Qwest contends that Pac-West has knowingly misassigned local telephone numbers to
14 ISP servers that are physically located outside of the local area to which the telephone number is
15 assigned in violation of Section 2.1.4.6.8 of Attachment 5 to the ICA. Qwest Answer ¶66. Section
16 2.1.4.6.8 of Attachment 5 to the ICA provides that “[e]ach Party is responsible for administering
17 NXX codes assigned to it...Each party shall use the [Local Exchange Routing Guide (“LERG”)]
18 published by Bellcore or its successor for obtaining routing information and shall provide all required
19 information to Bellcore for maintaining the LERG in a timely manner.”

20 29. Qwest argues that Pac-West is violating the ICA by attempting to obligate Qwest to
21 send non-local ISP traffic over LIS trunks because the Single Point of Presence (“SPOP”)
22 Amendment³ between the parties authorizes them to exchange only certain categories of traffic over
23 LIS trunks. Qwest Answer ¶70. Qwest contends that VNXX traffic is not within one of these
24 authorized categories. *Id.*

25 ...

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28 ³ Pac-West and Qwest entered into the SPOP Amendment in 2001. The amendment was approved by Decision No. 63736 (June 6, 2001).

1 **Pac-West's Position**

2 30. Pac-West argues that there is no law that prohibits a carrier from assigning a telephone
3 number associated with one local calling area to a customer who is physically located in a different
4 local calling area, and states that if this were so, Qwest itself would be in violation. Pac-West
5 Opening Brief ¶¶ 1-2. Pac-West further made an “unclean hands” argument that Qwest seeks
6 compensation from Pac-West for calls made to customers using Qwest’s FX service and features,
7 including ISPs. *Id.* Pac-West argues that any alleged federal violation is within the exclusive
8 jurisdiction of the FCC and not the Commission. *Id.* Pac-West further argues that the appropriate
9 venues to raise the issue of how a carrier assigns telephone numbers to its customers would be with
10 the North American Numbering Council, the North American Numbering Plan Administrator, or
11 another body with responsibility for national numbering issues. *Id.*

12 31. Pac-West argues that it has not violated Section 2.1.4.6 of Attachment 5 of the ICA.
13 Pac-West states that Section 2.1.4.6 cannot reasonably be construed to create an independent contract
14 obligation with respect to how a party obtains or uses telephone numbers. Pac-West Opening Brief
15 ¶4. Even if there were such a contractual duty (which Pac-West asserts there is not), Pac-West states
16 that it has not violated such obligation. *Id.* Pac-West quotes Section 2.14 of the Central Office Code
17 (NXX) Assignment Guidelines (“COAG”), which states “from a wireline perspective that [central
18 office] codes/blocks allocated to a wireline service provider are to be utilized to provide service to a
19 customer’s premise physically located in the same rate center that the [central office] codes/blocks
20 are assigned. Exceptions exist, for example tariffed services such as foreign exchange service.”

21 32. Pac-West contends that FX ISP-bound traffic is included within the definition of
22 EAS/Local Traffic, and is covered by the ISP Amendment to the ICA, and therefore Pac-West is not
23 improperly routing traffic over LIS trunks. Pac-West Opening Brief ¶4. The ICA defined toll traffic
24 as “traffic that originates in one Rate Center and terminates in another Rate Center with the exception
25 of traffic that is rated as EAS, and defines EAS as “intraLATA traffic treated as ‘local’ traffic
26 between exchanges (rather than as ‘toll’ traffic) as established by the Commission and as reflected in
27 the effective US West tariffs.”

28

1 **Resolution**

2 33. Our resolution of the dispute addresses Qwest’s counterclaims. The generic docket
3 will determine whether VNXX is in the public interest.

4 **CONCLUSIONS OF LAW**

5 1. Pac-West and Qwest are public service corporations within the meaning of Article XV
6 of the Arizona Constitution.

7 2. Pac-West and Qwest are telecommunications carriers within the meaning of 47 U.S.C.
8 §§ 251 and 252.

9 3. The Commission has jurisdiction over Pac-West and Qwest and the subject matter of
10 the Complaint pursuant to 47 U.S.C. §§ 251 and 252 and A.A.C. R14-3-106.

11 4. The Commission’s resolution of the issues pending herein is just and reasonable,
12 meets the requirements of the Act and regulations prescribed by the FCC pursuant to the Act, and is
13 in the public interest.

14 **ORDER**

15 IT IS THEREFORE ORDERED that Qwest Corporation shall compensate Pac-West
16 Telecomm, Inc. for ISP-bound traffic consistent with this Decision.

17 IT IS FURTHER ORDERED that Pac-West Telecomm, Inc.’s claims of discriminatory
18 application and res judicata shall be dismissed.

19 IT IS FURTHER ORDERED that Qwest Corporation’s counterclaims of violations of federal
20 and state law, violation of Section 2.1.4.6 of the Interconnection Agreement, and improper routing
21 over Local Interconnection Service trunks shall be dismissed.

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IT IS FURTHER ORDERED that Staff shall open a generic docket to investigate and make recommendations concerning the use of Virtual NXX.

IT IS FURTHER ORDERED that this Decision shall become effective immediately.

BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

CHAIRMAN _____ COMMISSIONER _____

COMMISSIONER _____ COMMISSIONER _____ COMMISSIONER _____

IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive Director of the Arizona Corporation Commission, have hereunto set my hand and caused the official seal of the Commission to be affixed at the Capitol, in the City of Phoenix, this ____ day of _____, 2006.

BRIAN C. McNEIL
EXECUTIVE DIRECTOR

DISSENT _____

DISSENT _____

AB:mj

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SERVICE LIST FOR: PAC-WEST TELECOMM, INC. and QWEST CORPORATION

DOCKET NO.: T-01051B-05-0495 and T-03693A-05-0495

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