

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

QWEST CORPORATION,

Complainant,

v.

LEVEL 3 COMMUNICATIONS, LLC;
PAC-WEST TELECOMM, INC.;
NORTHWEST TELEPHONE INC.; TCG-
SEATTLE; ELECTRIC LIGHTWAVE, INC.;
ADVANCED TELCOM GROUP, INC.
D/B/A ESCHELON TELECOM, INC.;
FOCAL COMMUNICATIONS
CORPORATION; GLOBAL CROSSING
LOCAL SERVICES INC; AND, MCI
WORLD COM COMMUNICATIONS, INC.

DOCKET NO. UT-063038

**LEVEL 3'S RESPONSES TO QWEST'S
FIRST SET OF DATA
REQUESTS AND REQUESTS FOR
ADMISSION**

Pursuant to WAC 480-07-405(7) Level 3 Communications, LLC ("Level 3") hereby provides objections and responses to Qwest Corporation ("Qwest") first set of data requests and requests for admissions ("data requests").

GENERAL OBJECTIONS TO ALL DATA REQUESTS

1. Level 3 objects to each and every Request to the extent it seeks information subject to the attorney-client privilege, work product doctrine or any other privilege recognized by the State of Washington. In responding to these Requests, Level 3 does not waive, but preserves, all such privileges.
2. Level 3 objects to each and every Request to the extent it seeks information that is confidential, sensitive, competitive in nature or proprietary to it. In responding to these requests, Level 3 does not waive, but preserves, its claim that request for customer and market information is confidential.

3. Level 3 objects to each and every Request to the extent that it is unreasonably burdensome, overly broad or not reasonably calculated to lead to the discovery of admissible evidence.

4. Level 3 objects to each and every one of Qwest's definitions and/or instructions to the extent it purports to abrogate any of Level 3's rights, or add to any of Level 3's obligations under WAC 480-07-400-425 or the Commission's Rules.

5. Level 3 objects to each and every Request to the extent it is overly broad, unduly burdensome or imposes any burden not expressly permitted under Commission's Rules or WAC 480-07-400-425.

6. Level 3 objects to each and every Request to the extent that it calls for information already in the possession, custody and control of Qwest.

7. Level 3 objects to each and every Request to the extent it seeks information outside of Level 3's possession, custody or control.

8. Level 3 expressly reserves the right to supplement or amend its objections and responses as necessary.

Level 3 incorporates the foregoing General Objections into each response as if fully set forth therein.

DATA REQUESTS

1. Identify all specific services offered by Level 3 to ISPs that serve end user customers in Washington. Provide a narrative description of each such service.

OBJECTION: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is “confidential” or constitutes “trade secrets” pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest’s signatures in this docket. Subject to and without waiving any of its objections, Level 3 provides the following response.

RESPONSE: Level 3 offers the following services:

Managed Modem:

Managed Modem, sometimes referred to as (3)Connect Modem, is a locally dialed Internet access service. Managed Modem is a fully outsourced locally dialed Internet access network platform for ISP providers.

Ethernet VPN:

Ethernet VPN lets you connect metro, regional, national or international locations in an E-LINE (point-to-point) or E-LAN (multipoint) fashion, providing Transparent LAN Service (TLS) between two or more locations.

The Level 3 Ethernet VPN service is an MPLS-based, nationally available solution available in increments as small as 1 Mbps. Inherently flexible, our Layer 2 Ethernet VPN accommodates multiple access methods, including a CPE-based Managed Ethernet Access solution that delivers our Ethernet service to any premise where TDM/SONET loops are available.

Metro Private Line:

The Level 3 Metro Private Line service moves data traffic between major data aggregation points in a given geographic area, such as carrier hotels, peering points, and Central Offices (COs). The Level 3 Metro Private Line service includes DS-1, DS-3, OC-3/3c, OC-12/12c, and OC-48/48c and OC-192 capabilities. It also enables customers to extend their local network and meet intercity and IP requirements using a single provider. Our continuously growing network interconnections include key high-bandwidth sites, COs, major peering and traffic exchange sites, cable landing and teleport sites, and locations for cable, wireless and Internet Service Providers (ISPs).

Level 3’s portfolio of metro services allows customers to easily migrate between lit transport options that include private line, Ethernet, wavelength and dark fiber services.

Intercity Private Line:

The Level 3 Intercity Private Line service is a high-speed, dedicated circuit between two or more customer-specified locations. The service supports point-to-point and hubbed configuration options across a wide range of bandwidth options and interfaces, from DS-1 to OC-48. Level 3 offers protected and unprotected service, and diversity options provisioned over a facilities-based network with extensive reach.

High Speed IP Services:

Level 3 operates one of the largest and fastest growing Internet backbones in the world. Level 3 continually invests to ensure ample capacity for customers' traffic. Customers can access up to 10 GigE at the customer edge for unparalleled scalability — with lower costs and simpler management than comparable bandwidth options. The service offers best-in-class on-net latency, outstanding availability and packet delivery figures, and a high percentage of on-net traffic. Level 3's world-class peering infrastructure carries over 330 Gbps of private peering capacity globally. When this combines with our exceptional global connectivity, it means Level 3 can deliver traffic to every possible destination worldwide — with industry-leading efficiency. Level 3 can also accommodate a sudden traffic burst by installing high speed ports in days, or upgrading our own infrastructure to meet growth requirements.

2. Does Level 3 provide a service or services in Washington for ISPs (e.g., AOL, Earthlink, MSN, or other smaller local or regional ISPs serving Washington customers) whereby Level 3 provides *any* of the following service components related to dial-up Internet access: (1) local telephone numbers for your ISP customers to provide to their end users for access to the Internet; (2) transport from the local calling area (“LCA”) (as defined by the WUTC) of the ISP end user customer to the point of points of interconnection (“POIs”) of Level 3 in Washington; (3) authentication of the calling party on behalf of your ISP customer; or (4) the provision of the initial modem functionality on behalf of the ISP customer(s) whereby the protocol conversion between the analog, time division multiplexing (“TDM”) signals sent by the ISP end user are converted to Internet Protocol (“IP”) (and vice versa) in order to allow the ISP’s end user access to and the ability to communicate with the Internet. If Level 3 provides any such components:

- a. Identify each component of each such service offered by Level 3 to ISPs that provide service to Washington customers.
- b. Identify all components of the service or services that provide telecommunications functionalities to ISPs. For each such component, identify the terms and conditions, including price, under which such services are offered or provided in Washington.
- c. Identify by web page address and name of service all web pages of your company’s website that describe such services offered by you.

OBJECTION: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is “confidential” or constitutes “trade secrets” pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest’s signatures in this docket. Subject to and without waiving any of its objections, Level 3 provides the following response.

RESPONSE:

Level 3 provides the functionality described by Qwest above in Request No. 2 except for the transport described in subpart (2). Because Qwest end-users originate calls to Level 3’s customers via their retail local exchange service, it is Qwest’s responsibility to carry the traffic to the POI established with Level 3 for the exchange of the traffic which Level 3 then terminates for Qwest. Subject to this condition, Level 3 provides the following responses:

- a. Level 3 provides its ISP customers with local telephone numbers, which the ISPs in turn provide to their Washington end user customers for access to the Internet. ISP customers are able to call in to the ISP, supported on Level 3’s network, via a local call using their local exchange services purchased from Qwest; it is Qwest’s responsibility to originate and transport calls originated by its end users to the POI with Level 3, at which point Level 3 takes the call and transports and terminates the call, over its own network, to its ISP customers. Managed Modem

is a fully outsourced locally dialed Internet access network platform for ISP providers.

b. Direct Inward Dial is a telecommunications component to Level 3's Managed Modem Service. The relevant section of the Level 3's Washington Price List for DID service is:

9.3.1 Direct Inward Dial (DID) Service

9.3.1 DID service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines contained herein (or contained in the Company's Dedicated Services Price List No. U-2) and other charges that may apply in order to deliver incoming calls to the Customer's designated equipment, depending upon Customer location and subject to the availability of facilities.

9.3.2 So the Company may efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements; pursuant to Section 9.3.1 above, additional charges shall apply where the Company provides service to Customers requiring such additional facilities or equipment.

9.3.3 The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.

9.3.4 For special situations, rates for DID Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

SECTION 9 – DESCRIPTION OF SERVICES AND RATES AND CHARGES (CONT'D)

9.3.5 DID Service Rates

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Individual DID Numbers	N/A	\$0.50 per DID Number

9.3.6 Customer shall not route or transmit traffic originated through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Level 3 DID numbers that utilize the Level 3 network, or use any other routing method that may cause the originating telephone company to bill Level 3 for the origination of such traffic, without first obtaining explicit written permission from an officer of Level 3. Customers transmitting or routing such prohibited traffic shall be subject to immediate discontinuance of its service or service arrangements without advance notice, and Customer shall be liable for any charges billed to Level 3 due to such transmission or routing. In the event that Customer sends calls to Level 3 that are not approved for termination, then Customer shall pay Level 3 an additional \$.04 per minute for all of its toll free (8XX) or reverse billing originated traffic. Transmission or routing of toll free (8XX) or reverse billing type of traffic to any ports or DID numbers provided by Level 3 without complying with the foregoing requirements may result in the immediate termination of Service by Level 3, in its exclusive discretion, without prior written notice to Customer.

(N)

c. All product and service information for Level 3 can be found at www.level3.com

3. If Level 3 obtains local telephone numbers from NANPA in Washington that are provided to ISPs, identify all specific NPA/NXXs obtained by Level 3 where some or all of the numbers related to that specific NPA/NXX are provided to ISPs.

OBJECTION: Level 3 objects to this request on the grounds that it is vague, ambiguous and unduly burdensome. Level 3 also objects to the request on the grounds it is overly broad because it is unlimited in time. Level 3 further objects to this request to the extent that the information requested is “confidential” or constitutes “trade secrets” pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest’s signatures in this docket. Subject to and without waiving its objections, Level 3 provides the following response.

RESPONSE:

[Confidential Information Begins]

See attached Table 1.

[Confidential Information Ends]

4. If Level 3 provides modem functionality (*e.g.*, answering the ISP call on behalf of the ISP and performing the ongoing TDS/IP and IP/TDM conversion) for ISP customers that provide ISP service to Washington customers, identify the specific geographical location of the equipment that provides such modem functionality for ISP customers, and describe each specific element or component of the modem functionality provided to ISPs by Level 3.

OBJECTION: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is “confidential” or constitutes “trade secrets” pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest’s signatures in this docket. Subject to and without waiving its objections, Level 3 provides the following response.

RESPONSE: Media gateways that provide the modem functionality for ISP-bound calls from the Qwest Network are located in Level 3’s gateway facility in Seattle.

6. Excluding calls to ISPs, does Level 3 provide a service or services to Washington end users that allows such end users (whether Qwest end users or end users of Level 3) to originate calls to a number associated with the same LCA as the NPA/NXX as the calling party (*i.e.*, to a telephone number that does not require 1+ dialing and that appears to the calling party to be a local call to a local telephone number), but where the called party is actually located in a LCA (as defined by the WUTC) different from the LCA with which the number called is associate? If so, please:

- a. identify each such service (and provide the tariff, price list, and web page where such service is described);
- b. provide a narrative description of the elements of each such service;
- c. identify which party (the calling party, the called party, or some other party) pays Level 3 for such service;
- d. describe how such service is priced to the party that pays for the service (flat-rate, usage sensitive, or some other manner);
- e. identify whether Level 3 bills Qwest reciprocal compensation for such traffic and at what rate; and
- f. whether Level 3 pays Qwest any intrastate or interstate access charges for the origination, transport, or termination of such traffic. If so, identify all specific access charge elements paid by Level 3 to other companies with regard to such service.

OBJECTION: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is “confidential” or constitutes “trade secrets” pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest’s signatures in this docket. Subject to and without waiving its objections, Level 3 provides the following response.

- a. Level 3 is wholesale provider of voice over Internet Protocol (“VoIP”) services. In connection with its wholesale VoIP services, Level 3 may provide telephone numbering resources which its enhanced service provider (“ESP”) customers may assign to their end users or utilize with their enhanced services. While Level 3 is not the direct provider of service to end users, it understands that some end users only use numbers associated with their LCA where they are physically located, while others may choose to take advantage of the inherently nomadic capabilities of IP services and move their end user equipment to calling areas that do not match their telephone numbers in traditional sense as the FCC recognized in its Vonage decision. See: www.level3.com for further product information.

- b. Information regarding the services noted in subsection (a) above may be found at see: <http://www.level3.com/3184.html>
- c. Level 3's customers are enhanced service providers ("ESPs") who in turn sell or deploy VoIP services to their customers on a retail basis. Level 3 does not have access to VoIP end-user customer information generally and thus cannot provide that information.
- d. Level 3's wholesale VoIP services are priced using both flat rates that may be non-recurring or monthly recurring in nature and usage sensitive rates.
- e. If the traffic is locally dialed and exchanged at the POI, Level 3 bills Qwest reciprocal compensation when it terminates locally dialed calls from Qwest end-users to Level 3 customers at the rate specified in the parties' Interconnection Agreement, which at present is \$0.0007 per MOU.
- f. On locally dialed calls, Level 3 pays applicable intercarrier compensation for traffic exchanged with Qwest at rates established by the parties' interconnection agreement.

9. By month (for reciprocal compensation bills rendered to Qwest for the past calendar year), provide the following information:
- a. The percentage portion of the billed traffic that represents traffic initiated by a Qwest end user located in one LCA and delivered to an ISP customer of Level 3, where the physical location of the equipment that answers the call by the ISP (or on behalf of the ISP) is in a different LCA from the calling party. Also identify the rate Level 3 bills Qwest for such traffic.
 - b. The percentage portion of the billed traffic that represents traffic initiated by a Qwest end user located in one LCA and delivered to an ISP customer of Level 3, where the physical location of the equipment that answers the call by the ISP (or on behalf of the ISP) is in the same LCA as the calling party. Also identify the rate Level 3 bills Qwest for such traffic.
 - c. The percentage portion of the billed traffic that represents traffic initiated by a Qwest end user located in one LCA but terminated by a non-ISP customer of Level 3 where the physical location of the equipment that answers the call is in a different LCA from the calling party. Also identify the rate Level 3 bills Qwest for such traffic.
 - d. The percentage portion of the billed traffic that represents traffic initiated by a Qwest end user located in one LCA but terminated by a non-ISP customer of Level 3 where the physical location of the equipment that answers the call is in the same LCA as the calling party. Also identify the rate Level 3 bills Qwest for such traffic.

OBJECTION: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is "confidential" or constitutes "trade secrets" pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest's signatures in this docket. Subject to and without waiving any of its objections, Level 3 provides the following response.

RESPONSE:

- a. The locally dialed connectivity of an end user to the Internet involves many elements such as softswitches, media gateways, STPs, DNS, DHCP and RADIUS servers. Level 3 has this equipment located throughout the United States. The individual elements can vary from call to call, making it impossible to answer the question as written. The rate Level 3 bills Qwest for terminating locally dialed MOUs originated by Qwest end users is \$0.0007 per MOU.

- b. See response to Subsection a.
- c. See response to Subsection a.
- d. See response to Subsection a.

18. Does Level 3 deny that it obtains telephone numbers from NANPA that have a NXX associated with Olympia?

RESPONSE:

Subject to and without waiving its general objections, Level 3 provides the following response. Level 3 does not deny that it obtains telephone numbers from the NANPA that have a NXX associated with Olympia.

19. Does Level 3 deny that it provides telephone numbers with a NXX associated with Olympia to some of its ISP customers, and that the ISP customers in turn provide those numbers to their Olympia end users for access to the ISP?

RESPONSE:

Subject to and without waiving its general objections, Level 3 provides the following response. Level 3 does not deny that it makes telephone numbers with a NXX associated with Olympia available to ISP customers. Level 3 can only speculate as to whether its' ISP customers in turn provide those numbers to their Olympia end users for access to the ISP. That said, Level 3 assumes that its' IPS customers are in fact providing those numbers to Olympia end user customers for access to the ISP.

20. Does Level 3 deny that traffic from Olympia customers of ISPs served by Level 3 that originates in Olympia via local Olympia telephone numbers is routed to Level 3's Media Gateway in Seattle?

RESPONSE:

Subject to and without waiving its general objections, Level 3 provides the following response. Getting calls to the POI is Qwest's responsibility regardless of where the Level 3 customer is located. For example, if the Level 3 customer is in fact physically located in Olympia, Qwest gets the call to the POI and it is Level 3's responsibility to transport and terminate the call back to Olympia; this is done at Level 3's expense – Qwest provides no facilities beyond the POI and provides no service to the Level 3 customer.