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Lisa A. Anderl
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June 15, 2010

*Via E-mail and
U.S. First Class Mail*

Joseph G. Dicks
Dicks & Workman, APC
750 B Street, Suite 2720
San Diego, CA 92101

Anthony E. McNamer
McNamer and Company PC
920 SW Third Ave., Suite 200
Portland OR 97204

Re: Docket No. UT-093035 – Qwest Corporation's
Responses to North County Communications First Set of Data Requests

Dear Mr. Dicks and Mr. McNamer:

Enclosed please find Qwest Corporation's Responses to North County Communications Corporation's First Set of Data Requests.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa A. Anderl".

Lisa A. Anderl

LAA/l dj
Enclosures
cc: All parties of record

TL-8X

Washington
UT-093035
NCC 1-1

INTERVENOR: North County Communications

REQUEST NO: 1

Please provide copies of all written testimony provided by Renee Albersheim to other state regulatory commissions, including the previous testimony indicated at 2:19-3:4 of her testimony.

RESPONSE:

Objection: Qwest objects to this data request on the basis that it is overly broad and unduly burdensome to produce all written testimony ever provided by Ms. Albersheim, and further that the request seeks information which is not relevant to the disputed issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of this objection, Qwest attaches copies of the testimony specifically referenced by Ms. Albersheim.

All public testimony for the Washington dockets directly identified in Ms. Albersheim's testimony is attached.

Respondent: Renee Albersheim

Washington
UT-093035
NCC 1-2

INTERVENOR: North County Communications

REQUEST NO: 2

Please provide copies of all written testimony provided by Philip Linse to other state regulatory commissions, including the previous testimony indicated at 2:10-15 of his testimony.

RESPONSE:

Objection: Qwest objects to this data request on the basis that it is overly broad and unduly burdensome to produce all written testimony ever provided by Mr. Linse, and further that the request seeks information which is not relevant to the disputed issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of this objection, Qwest attaches copies of the testimony specifically referenced by Mr. Linse.

Respondent: Philip Linse

Washington
UT-093035
NCC 1-3

INTERVENOR: North County Communications

REQUEST NO: 3

Describe how Qwest was able to bill its customers or other carriers when Qwest (and/or its predecessors) had networks that were MF (multi-frequency).

RESPONSE:

Qwest assumes that NCC is asking how Qwest was able to bill its local exchange customers or other carriers when Qwest (and/or its predecessors) had networks that operated exclusively using MF (multi-frequency) trunk signaling. Qwest answers that when Qwest relied exclusively upon MF trunk signaling, there was no intercarrier compensation requirement for local or transit traffic. Thus, NCC's question can not be interpreted to assume the current application of post 1996 Act intercarrier compensation requirements. However, the same limitations of MF signaling existed when Qwest (and/or its predecessors) had networks that were exclusively MF as they do today. Qwest is able to bill its customers generally using flat rate service; however measured rate service is also available. The capability for Qwest to bill local exchange customers for measured rate service relies upon the recording capability of the switch and is determined by the line class code associated with the customer's service. As also explained on page 7 of Mr. Linse's testimony, Qwest was able to bill other carriers based upon the type of trunks e.g. Feature Group D ("FGD") prior to the 1996 Act. However, prior to the 1996 Act there was no reciprocal compensation requirement for local traffic thus, there was no need to separately bill for local traffic.

Respondent: Phil Linse

Washington
UT-093035
NCC 1-4

INTERVENOR: North County Communications

REQUEST NO: 4

State the last date that any of Qwest's networks used MF technology, and where that MF technology was used.

RESPONSE:

Qwest assumes NCC is asking the last date that Qwest operated a switch that relied exclusively upon MF signaled trunking. Qwest answers that the last switch that relied exclusively upon MF signaled trunking was upgraded to use SS7 on April 30, 2010 and was located in the small town of Westport, OR. In Washington, the last date was February 28, 2003 and was in the town of Bonney Lake.

Respondent: Phil Linse

Washington
UT-093035
NCC 1-5

INTERVENOR: North County Communications

REQUEST NO: 5

Describe how the proposed changes relating to MF signaling will effect the amount NCC receives for termination of Qwest's calls, with a description for Washington, Oregon and Arizona.

RESPONSE:

Qwest cannot provide a precise response to this question because Qwest does not know what the volume of traffic will be. The primary difference for Qwest will be that the traffic types will be explicit, and the amount will be for local traffic. The amount NCC receives will depend on whether the sum of the North County specific terminating minutes from other carriers (interexchange carriers, other CLECs, wireless providers, ILECs) and Qwest's exchange access minutes is greater or less than the minutes excluded from billing using the present billing methodology's factors.

Respondent: Renee Albersheim

Washington
UT-093035
NCC 1-6

INTERVENOR: North County Communications

REQUEST NO: 6

Provide an estimate of the percentage decrease in the amounts NCC will receive from Qwest as a result of the proposed changes relating to MF signaling, with a separate estimate for Washington, Oregon and Arizona.

RESPONSE:

Please see the response to data request #5.

Respondent: Renee Albersheim

Washington
UT-093035
NCC 1-7

INTERVENOR: North County Communications

REQUEST NO: 7

Provide an[d] estimate of the costs of a central office.

RESPONSE:

Qwest objects to this data request on the basis that the request seeks information which is not relevant to the disputed issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Neither Qwest nor NCC has placed the costs of a central office at issue in this case. Further, any contention by NCC that Qwest's position in this arbitration requires NCC to build a new central office is simply not credible because Qwest's proposed language allows continued use of MF signaling.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-8

INTERVENOR: North County Communications

REQUEST NO: 8

Provide and estimate of the lifespan of such a central office.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the request seeks information which is not relevant to the disputed issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Neither Qwest nor NCC has placed the lifespan of a central office at issue in this case. Further, any contention by NCC that Qwest's position in this arbitration requires NCC to build a new central office is simply not credible because Qwest's proposed language allows continued use of MF signaling.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-9

INTERVENOR: North County Communications

REQUEST NO: 9

Provide an[d] estimate of the cost to convert a MF system to a SS7 system.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the request seeks information which is not relevant to the disputed issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Qwest's proposal in this case does not require NCC to convert to SS7.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-10

INTERVENOR: North County Communications

REQUEST NO: 10

Describe any other billing disputes that have occurred between Qwest and NCC prior to the date of filing of Qwest's petition for arbitration.

RESPONSE:

The attached spreadsheet summarizes Qwest's disputes of bills received from NCC. From 2001 through 2008, Qwest has disputed 147 of 335 invoices received from NCC in three states. These disputes do NOT include the dispute described in the testimony of Renee Albersheim. The last invoice Qwest received from NCC was in July 2008.

Respondent: Renee Albersheim

PREPARED FOR QWEST'S RESPONSE TO NORTH COUNTY FIRST DATA REQUEST IN WA DOCKET UT-093035, ITEM #10										
SUMMARY OF QWEST'S DISPUTES OF NORTH COUNTY'S RECIPROCAL COMPENSATION CHARGES										
State	Usage Period	Total Invoices Received	Number of Invoices With Qwest Disputes	ISP MOU Caps Re FCC ISP Order 01-131	Dispute Reason*				JPSA Traffic Not Removed	VNXX
					Charges Billed at the Incorrect Rate	Incorrect Tandem Factors Applied	JPSA Traffic Not Removed	VNXX		
Arizona	Phoenix 03/01 - 07/08	89	6					6		
	Tucson 10/02 - 07/08	66	0							
Oregon	02/01 - 07/08	90	59	2	7	56				
Washington	02/01 - 07/08	90	82		49	54			26	14
Three State Totals		335	147	2	56	116			26	14
* An Invoice may have disputes for more than one reason										
This dispute summary does NOT reflect Qwest's JPSA traffic dispute referenced in Renee Albersheim's 5/19/2010 Direct Testimony in UT-093035.										
The last invoice Qwest received from North County was for 07/08 usage.										
6/9/2010										

Washington
UT-093035
NCC 1-11

INTERVENOR: North County Communications

REQUEST NO: 11

Provide the interconnection agreements for the 136 CLEC's referenced in the Albersheim Direct Testimony at 13:7-10, segregating the 87 that purportedly opted into the Qwest's Template language, the 34 that purportedly adopted negotiated agreements of other CLEC's, the 10 that negotiated agreements, and the 5 that arbitrated agreements.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the information requested is public information, on file with the Washington Commission, and is as easily accessible by NCC as it would be to Qwest. The information is also voluminous, and it would be unduly burdensome to require Qwest to produce it. Alternatively, the documents are available for inspection, by appointment, in the office of Lisa Anderl, 1600 - 7th Ave., room 1506, Seattle, WA 98040. Please phone to schedule an appointment - 206-345-1574.

Without waiver of that objection, attached is a list of the CLECs who have contracts in each of the categories identified in Ms. Albersheim's testimony. All of these agreements were filed with the Washington Commission and are available to the public.

Respondent: Renee Albersheim and Qwest Legal

Washington Wireline Approved Agreements

Company	Contract Number	Type	Adopted
Advanced Integrated Technologies Inc.	CDS-040213-0007	Wireline	Adopt
Advanced TelCom Inc.	CDS-981025-0044	Wireline	Adopt
American Fiber Network Inc.	CDS-070424-0012	Wireline	Adopt
Axxis Communications, Inc.	CDS-070202-0005	Wireline	Adopt
Broadwing Communications LLC (fka Focal Communications Corporation of Washington)	CDS-071217-0004	Wireline	Adopt
Ceyond Communications, LLC	CDS-060825-0005	Wireline	Adopt
Computer 5, Inc. A Washington Corporation	CDS-090428-0002	Wireline	Adopt
d/b/a LocalTel Communications	CDS-090428-0002	Wireline	Adopt
Covista Inc.	CDS-040406-0029	Wireline	Adopt
Global Connection Inc. of America	CDS-041109-0010	Wireline	Adopt
Group Six Communications	CDS-081023-0002	Wireline	Adopt
HomelandTel LLC	CDS-040421-0001	Wireline	Adopt
Integra Telecom of Washington Inc.	CDS-980723-0009	Wireline	Adopt
Internet Xpress Inc. dba IXpress Telecom	CDS-060418-0001	Wireline	Adopt
Lightyear Network Solutions LLC	CDS-040615-0013	Wireline	Adopt
Looking Glass Networks Inc.	CDS-071217-0003	Wireline	Adopt
MBC Telecom, LLC	CDS-090812-0001	Wireline	Adopt
McGraw Communications Inc.	CDS-060711-0003	Wireline	Adopt
Metropolitan Telecommunications of Washington Inc.	CDS-041213-0027	Wireline	Adopt
New Rochelle Telephone Corp.	CDS-050126-0044	Wireline	Adopt
North County Communications Corporation of Washington	SEA-970607-1601	Wireline	Adopt
NorthStar Telecom Inc.	CDS-040930-0013	Wireline	Adopt
OrbitCom Inc.	CDS-050816-0003	Wireline	Adopt
Oregon Telecom Inc. dba Washington Telecom	CDS-050124-0003	Wireline	Adopt
Pacific Centrex Services Inc. - PCS1	CDS-060221-0034	Wireline	Adopt
Peerless Network of Washington, LLC	CDS-080623-0003	Wireline	Adopt
Prime time Ventures LLC	CDS-050225-0001	Wireline	Adopt
Quality Telephone Inc.	CDS-040727-0011	Wireline	Adopt
Quest Communications Corporation (fka OnFiber Carrier Services, Inc.)	CDS-041110-0007	Wireline	Adopt
Radix Networks LLC, aka Coefficient Networks	CDS-060921-0001	Wireline	Adopt
Silver Star Telecom LLC	CDS-060706-0002	Wireline	Adopt
Talk America Inc.	CDS-040528-0006	Wireline	Adopt
Universal Telecom Inc.	CDS-040709-0002	Wireline	Adopt
Ygnition Networks, Inc.	CDS-061002-0013	Wireline	Adopt
YMAX Communications Corp.	CDS-060323-0001	Wireline	Adopt
AT&T Communications of the Pacific Northwest, Inc.	CDS-040113-0001	Wireline	Arbitrated
Charter Fiberlink WA-CCVII, LLC	CDS-090728-0001	Wireline	Arbitrated
Covad Communications Company	CDS-041216-0002	Wireline	Arbitrated
Escheion Telecom of Washington, Inc.	CDS-090226-0001	Wireline	Arbitrated
Level 3 Communications LLC	CDS-060214-0002	Wireline	Arbitrated
Comcast Phone of Washington LLC	CDS-041216-0004	Wireline	Negotiated
CommPartners LLC	CDS-051010-0003	Wireline	Negotiated
Electric Lightwave LLC	CDS-020606-0039	Wireline	Negotiated
Intrado Communications Inc.	CDS-010529-0072	Wireline	Negotiated
MCImetro Access Transmission Services LLC	CDS-060306-0035	Wireline	Negotiated
McLeodUSA Telecommunications Services, Inc.	CDS-000605-0129	Wireline	Negotiated
SBC Long Distance LLC dba AT&T Long Distance	CDS-020108-0050	Wireline	Negotiated
Sprint Communications Company L.P.	CDS-031104-0001	Wireline	Negotiated
TCG Seattle	CDS-040113-0002	Wireline	Negotiated
XO Communications Services, Inc.	CDS-080415-0013	Wireline	Negotiated
1-800-Reconex Inc. dba UStel	CDS-060407-0005	Wireline	Negotiated Count 10
360networks (USA) Inc.	CDS-051216-0004	Wireline	Template
AbovNet Communications, Inc.	CDS-090121-0005	Wireline	Template
Arbitrated Count 5			
Adopted Count 34			

Washington Wireline Approved Agreements

Access Point, Inc.	Wireline	CDS-080317-0014	Template
ACN Communication Services Inc.	Wireline	CDS-030929-0004	Template
Astound Broadband, LLC	Wireline	CDS-090304-0002	Template
Bandwidth.com CLEC, LLC	Wireline	CDS-080225-0013	Template
BLC Management, LLC dba Angles Communication Solutions	Wireline	CDS-081113-0013	Template
Budget PrePay Inc. (fka Budget Phone Inc.)	Wireline	CDS-020515-0010	Template
Bullseye Telecom Inc.	Wireline	CDS-020808-0031	Template
Cascade Networks Inc.	Wireline	CDS-050916-0019	Template
CenturyTel Solutions, LLC	Wireline	CDS-081014-0002	Template
Citech.com Incorporated	Wireline	CDS-080613-0001	Template
Comtel Telecom Assets LP dba Excel Telecommunications	Wireline	CDS-020528-0022	Template
Comtel Telecom Assets LP dba VarTec Telecom	Wireline	CDS-011107-0029	Template
Cordia Communications Corp.	Wireline	CDS-040915-0025	Template
Cospeed, LLC	Wireline	CDS-091204-0001	Template
CVC CLEC, LLC	Wireline	CDS-090204-0002	Template
Cypress Communications Operating Company Inc.	Wireline	CDS-030603-0011	Template
Digital Telecommunications, Inc.	Wireline	CDS-030131-0036	Template
DSLnet Communications, LLC	Wireline	CDS-090114-0011	Template
Eastern Washington Telephone LLC	Wireline	CDS-020225-0022	Template
Ethiopia Communications, LLC	Wireline	CDS-070523-0001	Template
Emman Networks	Wireline	CDS-050404-0003	Template
EnTelligent Solutions, Inc.	Wireline	CDS-090313-0024	Template
Ernest Communications Inc.	Wireline	CDS-080402-0005	Template
FiberLink LLC dba Columbia Fiber Solutions	Wireline	CDS-040211-0002	Template
First Communications LLC (fka New Access Communications LLC)	Wireline	CDS-010420-0056	Template
Global Crossing Local Services, Inc.	Wireline	CDS-071012-0008	Template
Global Grid Telecom Inc.	Wireline	CDS-030422-0003	Template
Globetel, Inc.	Wireline	CDS-061023-0019	Template
Granite Telecommunications LLC	Wireline	CDS-030909-0001	Template
Greenfly Networks, Inc. dba Clearly Communications	Wireline	CDS-080319-0044	Template
Hood Canal Telephone Co., Inc. dba Hood Canal Communications	Wireline	CDS-090622-0001	Template
Hypercube Telecom, LLC (fka KMC Data, LLC) (fka KMC Telecom V, Inc.)	Wireline	CDS-020213-0047	Template
IDT America Corp.	Wireline	CDS-030926-0004	Template
Inland Telephone Company	Wireline	CDS-090813-0001	Template
Intelligent Community Services Inc.	Wireline	CDS-050624-0002	Template
International Telecom Ltd.	Wireline	SEA-970925-1601	Template
LifeConnex Telecom LLC (fka Swiftel LLC)	Wireline	CDS-090403-0001	Template
Lightspeed Networks, Inc. dba LS Networks	Wireline	CDS-080228-0004	Template
LSSI Corp aka LSSI fka Listing Services Solutions Inc.	Wireline	CDS-050610-0003	Template
Mashell Telecom Inc., dba Rainier Connect, dba Local Access Prime, LLC	Wireline	CDS-070605-0001, C	Template
Matrix Telecom, Inc. dba Matrix Business Technologies dba Trinsic Communications	Wireline	CDS-090518-0013	Template
Navigator Telecommunications, LLC	Wireline	CDS-091014-0003	Template
NCI Data.com, Inc.	Wireline	CDS-090626-0001	Template
NetTalk.Com, Inc.	Wireline	CDS-090109-0006	Template
Neutral Tandem Inc.	Wireline	CDS-041115-0004	Template
New Edge Network Inc. dba New Edge Networks	Wireline	CDS-020731-0012	Template
NextG Networks of California Inc. dba NextG Networks West	Wireline	CDS-050808-0003	Template
Northwest Open Access Network	Wireline	CDS-020821-0001	Template
Pac-West Telecom, Inc.	Wireline	CDS-090827-0002	Template
Peninsula Telecom of Washington, LLC	Wireline	CDS-100106-0001	Template
Pipertel Communications LLC	Wireline	CDS-050128-0030	Template

PNG Telecommunications Inc. dba PowerNet	Wireline	CDS-031215-0006	Template
Global Telecommunications	Wireline	CDS-040115-0020	Template
Preferred Long Distance Inc.	Wireline	CDS-090810-0001	Template
Priority Terabit, Inc.	Wireline	CDS-090810-0001	Template
QuantumShift Communications, Inc., dba vCom	Wireline	CDS-080828-0013	Template
Solutions	Wireline	CDS-021126-0001	Template
Reach One dba Reach One Communications	Wireline	CDS-070810-0002	Template
Rio Communications, Inc.	Wireline	CDS-091201-0001	Template
Royal Communications, LLC	Wireline	CDS-081219-0003	Template
Selectel Inc.	Wireline	CDS-030918-0006	Template
Suburban Access LLC	Wireline	CDS-071127-0005	Template
Syniverse Technologies, Inc.	Wireline	CDS-040219-0004	Template
Tanager Telecommunications LLC	Wireline	CDS-090626-0002	Template
Telecom Pacific, LLC	Wireline	CDS-090318-0003	Template
TeleQuality Communications, Inc.	Wireline	CDS-041118-0003	Template
TeleWise LLC	Wireline	CDS-070504-0004	Template
Teltrist Corporation	Wireline	CDS-090828-0002	Template
The Toledo Telephone Co., Inc.	Wireline	CDS-081209-0006	Template
Threshold Communications, Inc.	Wireline	CDS-040929-0013	Template
Trans National Communications International Inc.	Wireline	CDS-090427-0004	Template
TransArta, Inc. dba Multiband Communications LLC	Wireline	CDS-090420-0001	Template
TSS Digital Services, Inc.	Wireline	CDS-040622-0008	Template
tw telecom of washington llc (fka Time Warner Telecom of Washington LLC)	Wireline	CDS-070712-0006	Template
United Communications, Inc. dba Unicom	Wireline	CDS-021104-0025	Template
Utility Telephone, Inc.	Wireline	CDS-021016-0001	Template
Verizon Northwest Inc.	Wireline	CDS-071226-0002	Template
Washington Phone Company LLP (The) dba The Washington Phone Company	Wireline	CDS-030318-0012	Template
Wholesale Carrier Services, Inc.	Wireline	CDS-030728-0001	Template
Witel Local Network LLC	Wireline	CDS-070123-0001	Template
World Communications Inc.	Wireline	CDS-090612-0001	Template
WTI, LLC	Wireline	CDS-010411-0021	Template
X5Solutions, Inc.	Wireline		
Zayo Bandwidth Northwest, Inc.	Wireline		
Grand Total Count	Wireline	87	Template
Grand Total Count		136	Template

Washington Wireline Approved Agreements

Washington
UT-093035
NCC 1-12

INTERVENOR: North County Communications

REQUEST NO: 12

State how many of these 136 CLEC's operate MF systems?

RESPONSE:

Qwest assumes this question is asking how many of the 136 CLECs interconnect with Qwest exclusively using MF trunk signaling. Qwest's answer is none.

Respondent: Renee Albersheim

Washington
UT-093035
NCC 1-13

INTERVENOR: North County Communications

REQUEST NO: 13

State the average decrease/increase in billing over the period of time since the relevant CLEC adopted new interconnection agreements over the year immediately prior to the adoption of the new agreements.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the information requested is irrelevant to the issues in this docket, and the request is not reasonably calculated to lead to the discovery of admissible evidence.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-14

INTERVENOR: North County Communications

REQUEST NO: 14

State the actual percentage of traffic to Qwest's LIS trunks that originates from NCC compared to the amount that originates from Qwest.

RESPONSE:

Traffic that routes to NCC from Qwest is not exclusively Qwest-originated traffic. Jointly provided switched access and transit traffic is also routed to NCC from Qwest on LIS trunks. Qwest does not have actual percentages due to anomalies that may exist with MF-signaled inter-machine trunking; however, Qwest and NCC manually reviewed the parties' respective individual LIS trunks and determined that NCC appeared to originate less than 1% of overall traffic on the LIS trunk groups.

Respondent: Phil Linse

Washington
UT-093035
NCC 1-15

INTERVENOR: North County Communications

REQUEST NO: 15

State whether Qwest believes that NCC has any VNXX traffic?

RESPONSE:

Yes. Qwest submitted VNXX-related disputes of NCC reciprocal compensation charges to Qwest in Washington associated with NCC's invoices for May 2007 through June 2008 usage. (The last reciprocal compensation invoice that NCC sent Qwest was in August 2008.)

Respondent: Nancy Batz

Washington
UT-093035
NCC 1-16

INTERVENOR: North County Communications

REQUEST NO: 16

Explain whether Qwest's Remote Call Forwarding service meets Qwest proposed definition of VNXX traffic.

RESPONSE:

Qwest's Remote Call Forwarding service, also known as Call Following, does not meet the definition of VNXX traffic because toll charges apply when calls are forwarded to numbers outside the local calling area.

Respondent: Renee Albersheim

Washington
UT-093035
NCC 1-17

INTERVENOR: North County Communications

REQUEST NO: 17

Describe how much Qwest will charge NCC for circuits under the proposed changes to the Interconnection Agreement.

RESPONSE:

Qwest's charges to NCC for Local Interconnection Service ("LIS") circuits will reflect the terms of the proposed ICA and rates in each ICA's Exhibit A. (Although, currently there are no LIS trunks interconnecting NCC and Qwest in Washington.) Depending on NCC's choice for how it interconnects with Qwest, Qwest's charges may include:

LIS Entrance Facilities Charges (See Section 7.3.1.1 of the proposed ICA). There are recurring and nonrecurring Entrance Facility rates reflected in Exhibit A. The size of the LIS trunk group determines which rates apply. Per Section 7.3.1.1. of the proposed ICA, recurring Entrance Facilities charges are subject to the relative use factor (RUF). Exhibit H of the proposed ICA provides the methodology for calculating the RUF. Per Section 7.3.3., Trunk Nonrecurring charges, the RUF does not apply to any nonrecurring Entrance Facility Charges for either installation or disconnection.

LIS Direct Trunked Transport Charges (See Section 7.3.2. of the proposed ICA). There are recurring Direct Trunked Transport rates reflected in Exhibit A. The size of the LIS trunk group, i.e. DS1 or DS3, determines which rates apply. Direct Trunked Transport rates are distance sensitive and include fixed and per-mile rates. Per Section 7.3.2. of the proposed ICA, recurring Direct Trunked Transport charges are subject to the relative use factor (RUF). Exhibit H of the proposed ICA provides the methodology for calculating the RUF.

Trunk Nonrecurring Charges (See Section 7.3.3. of the proposed ICA). There are Trunk Nonrecurring rates reflected in Exhibit A. Per Section 7.3.3., Trunk Nonrecurring charges, the RUF does not apply to nonrecurring Trunk charges for either installation or disconnection.

LIS Multiplexing Charges (See Section 7.3.2.3 of the proposed ICA). There are recurring and nonrecurring Multiplexing rates reflected in Exhibit A. The type of multiplexing, i.e. DS1 to DS0 or DS3 to DS1, determines the applicable rates. Neither the recurring or nonrecurring multiplexing charges are subject to the RUF per Section 7.3.2.3 of the proposed ICA.

Respondent: Nancy Batz

Washington
UT-093035
NCC 1-18

INTERVENOR: North County Communications

REQUEST NO: 18

State the names of the ILEC's that connect up to Qwest using MF.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the information requested is irrelevant to the issues in this docket, and the request is not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of this objection, Qwest states that whether ILECs interconnect with Qwest using MF signaling should not impact the decision on any disputed issues in this case, since Qwest's proposal allows NCC to use MF signaling as well.

Qwest assumes that NCC is requesting the names of the ILECs that interconnect with Qwest exclusively using MF signaled trunking. Qwest answers that [CONFIDENTIAL] is the only one of approximately 20 ILECs in the state of Washington that exclusively uses MF trunk signaling with Qwest. Further, their traffic generation is limited to less than [CONFIDENTIAL] of NCC's interconnected capacity with Qwest.

Respondent: Nancy Batz and Qwest Legal

Washington
UT-093035
NCC 1-19

INTERVENOR: North County Communications

REQUEST NO: 19

Please provide copies of all agreements Qwest has to purchase any other company's CNAM data.

RESPONSE:

Objection: Qwest objects to this data request on the basis that the information requested is irrelevant to the issues in this docket, and the request is not reasonably calculated to lead to the discovery of admissible evidence.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-20

INTERVENOR: North County Communications

REQUEST NO: 20

Please list the reasons why Qwest refuses to purchase NCC's CNAM data under the same terms and conditions that NCC agrees to purchase Qwest's CNAM data.

RESPONSE:

Qwest generally makes such decision based upon its business needs. First, based upon NCC's claim that traffic is almost entirely one-way from Qwest to NCC there appears to be no business need to enter into such an agreement with NCC, since NCC does not seem to be serving any end users who call Qwest's end users. Second, CNAM data is queried using SS7, however, NCC has MF and does not have SS7 interconnection with Qwest thus, there appears to be no technical need to enter into such an agreement with NCC. To the extent that NCC is sending traffic to Qwest where Qwest is unaware of such traffic, Qwest expects that NCC should disclose this so that Qwest may bill NCC for such traffic. Qwest may also reevaluate its business/technical need to enter into a CNAM agreement with NCC. Qwest is under no obligation to purchase CNAM service from NCC, especially in those instances when NCC is not serving the customer as a LEC.

Respondent: Qwest Legal

Washington
UT-093035
NCC 1-21

INTERVENOR: North County Communications

REQUEST NO: 21

State the reason why Qwest cannot track minutes to NCC when it is able to track of all transit traffic to NCC and traffic from IXC's to NCC.

RESPONSE:

Qwest assumes that NCC is asking why Qwest can not track the minutes associated with traffic over the MF signaled LIS trunks destined to NCC when Qwest is able to track all transit traffic destined for NCC and traffic from IXC's to NCC. Qwest answers that it records transit traffic based upon SS7 connections for the purposes of billing transit charges to those other carriers, similarly, Qwest records IXC traffic for the purpose of billing IXCs. NCC employs MF LIS trunking with Qwest. Thus, Qwest does not track the traffic over MF signaled trunks with NCC in a way that segregates transit, Intrastate, Interstate, or Qwest originated local traffic. Qwest's proposed language agrees that Qwest will manually manipulate the SS7 transit information that Qwest records for other carriers in an attempt to assist NCC with appropriately billing Qwest for Qwest originated traffic. Although this method is an improvement over the existing arrangement it is less accurate than if NCC interconnected using SS7 trunking.

Respondent: Phil Linse

Qwest
1600 7th Avenue, Room 1506
Seattle, Washington 98191
Phone: (206) 345-1574
Facsimile (206) 343-4040

Lisa A. Anderl
Associate General Counsel
Regulatory Law Department



July 9, 2010

*Via E-mail and
U.S. First Class Mail*

Joseph G. Dicks
Dicks & Workman, APC
750 B Street, Suite 2720
San Diego, CA 92101

Anthony E. McNamer
McNamer and Company PC
920 SW Third Ave., Suite 200
Portland OR 97204

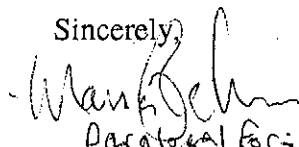
Re: Docket No. UT-093035 – Qwest Corporation's
Supplemental Response to Data Request 1-11

Dear Mr. Dicks and Mr. McNamer:

Enclosed please find Qwest Corporation's Supplemental Response to Data Request 1-11.

If you have any questions, please feel free to contact me.

Sincerely,


paralegal for:
Lisa A. Anderl

LAA/ldj
Enclosures

File copy

Washington
UT-093035
NCC 1-S11

INTERVENOR: North County Communications

REQUEST NO: S11

Provide the interconnection agreements for the 136 CLEC's referenced in the Albersheim Direct Testimony at 13:7-10, segregating the 87 that purportedly opted into the Qwest's Template language, the 34 that purportedly adopted negotiated agreements of other CLEC's, the 10 that negotiated agreements, and the 5 that arbitrated agreements.

RESPONSE:

Qwest found errors in the spreadsheet provided in the original response to this request and is therefore supplementing its response. The errors were the result of the incorrect merger of data from two different databases. The first database created a list of active ICAs. The second report included amendments and information regarding the contract type. The second list included inactive agreements that did not match up with agreements on the first list. It was the process of merging and purging data from the second report that caused the errors in the final spreadsheet. Further, while there may still be cases where a template agreement is identified as an adopted agreement, or vice versa, Qwest has undertaken significant manual verification against a third set of records to assure that the data contained in the attached report is accurately represented.

While the numbers of the different types of agreements have changed to some degree, Qwest's original statement that multiple, now 78, CLECs have opted into Qwest's template language for SS7, the RUF and VNXX is still true. Further, Qwest's original point was not necessarily tied to the absolute numbers, but rather was simply to rebut NCC's contention that the template agreement was new or untested - whether there are 50 or 75 or 100 such agreements in WA, the point remains the same - the template agreement is in use with many carriers and is not untested.

Respondent: Renee Albersheim

State	Company	Contract Number	Type	Adopt Info
Washington	Advanced TelCom Inc.	CDS-981025-0044	Wireline	Adopt
Washington	Broadwing Communications LLC (fka Focal Comm)	CDS-071217-0004	Wireline	Adopt
Washington	Comcast Phone of Washington LLC	CDS-041216-0004	Wireline	Adopt
Washington	Computer 5*, Inc. A Washington Corporation dba/	CDS-090428-0002	Wireline	Adopt
Washington	CVC CLEC, LLC	CDS-090204-0002	Wireline	Adopt
Washington	Global Connection Inc. of America	CDS-041109-0010	Wireline	Adopt
Washington	Group Six Communications	CDS-081023-0002	Wireline	Adopt
Washington	International Telecom Ltd.	SEA-970925-1601	Wireline	Adopt
Washington	Internet Xpress Inc. dba Xpress Telecom	CDS-060418-0001	Wireline	Adopt
Washington	Looking Glass Networks Inc.	CDS-071217-0063	Wireline	Adopt
Washington	MBC Telecom, LLC	CDS-090812-0001	Wireline	Adopt
Washington	Metropolitan Telecommunications of Washington	CDS-041213-0027	Wireline	Adopt
Washington	New Rochelle Telephone Corp.	CDS-050126-0044	Wireline	Adopt
Washington	North County Communications Corporation of Wa	SEA-970607-1601	Wireline	Adopt
Washington	NorthStar Telecom Inc.	CDS-040930-0013	Wireline	Adopt
Washington	OrbitCom Inc.	CDS-050816-0003	Wireline	Adopt
Washington	Oregon Telecom Inc. dba Washington Telecom	CDS-050124-0003	Wireline	Adopt
Washington	Pacific Centrex Services Inc. - PCSI	CDS-060221-0034	Wireline	Adopt
Washington	Peerless Network of Washington, LLC	CDS-080623-0003	Wireline	Adopt
Washington	Prime time Ventures LLC	CDS-050225-0001	Wireline	Adopt
Washington	Quality Telephone Inc.	CDS-040727-0011	Wireline	Adopt
Washington	Qwest Telecommunications Corporation (fka OnFiber	CDS-041110-0007	Wireline	Adopt
Washington	Selectel Inc.	CDS-081219-0003	Wireline	Adopt
Washington	Silver Star Telecom LLC	CDS-060706-0002	Wireline	Adopt
Washington	Talk America Inc.	CDS-040528-0006	Wireline	Adopt
Washington	Universal Telecom Inc.	CDS-040709-0002	Wireline	Adopt
Washington	Ygnition Networks, Inc.	CDS-061002-0013	Wireline	Adopt
Washington	AT&T Communications of the Pacific Northwest, In	CDS-040113-0001	Wireline	Arbitrated
Washington	Charter Fiberlink WA-CCVII, LLC	CDS-090728-0001	Wireline	Arbitrated
Washington	Covad Communications Company	CDS-041216-0002	Wireline	Arbitrated
Washington	Eschelon Telecom of Washington, Inc.	CDS-090226-0001	Wireline	Arbitrated
Washington	Level 3 Communications LLC	CDS-060214-0002	Wireline	Arbitrated
Washington	TCG Seattle	CDS-040113-0002	Wireline	Arbitrated
Washington	360networks (USA) inc.	CDS-051216-0004	Wireline	Negotiated
Washington	AboveNet Communications, Inc.	CDS-090121-0005	Wireline	Negotiated
Washington	Cbeyond Communications, LLC	CDS-060825-0005	Wireline	Negotiated
Washington	CominPartners LLC	CDS-051010-0003	Wireline	Negotiated
Washington	Eastern Washington Telephone LLC	CDS-020325-0022	Wireline	Negotiated
Washington	Eletric Lightwave LLC	CDS-020606-0039	Wireline	Negotiated
Washington	EnTelegent Solutions, Inc.	CDS-090313-0024	Wireline	Negotiated
Washington	Global Crossing Local Services, Inc.	CDS-071012-0008	Wireline	Negotiated
		Adopt Count		27
		Arbitrated Count		6

Washington	Global Grid Telecom Inc.	CDS-030422-0003	Wireline	Negotiated	
Washington	Hood Canal Telephone Co., Inc. dba Hood Canal	CDS-090622-0001	Wireline	Negotiated	
Washington	Integra Telecom of Washington Inc.	CDS-980723-0009	Wireline	Negotiated	
Washington	Intrado Communications Inc.	CDS-010529-0072	Wireline	Negotiated	
Washington	Mashell Telecom Inc., dba Rainier Connect, dba L	CDS-070605-0001, C	Wireline	Negotiated	
Washington	Matrix Telecom, Inc. dba Matrix Business Technol	CDS-090518-0013	Wireline	Negotiated	
Washington	MCImetro Access Transmission Services LLC	CDS-060306-0035	Wireline	Negotiated	
Washington	McLeodUSA Telecommunications Services, Inc. d	CDS-000605-0129	Wireline	Negotiated	
Washington	Northwest Open Access Network	CDS-020821-0001	Wireline	Negotiated	
Washington	Pac-West Telecomm, Inc.	CDS-090827-0002	Wireline	Negotiated	
Washington	Rio Communications, Inc.	CDS-070810-0002	Wireline	Negotiated	
Washington	SBC Long Distance LLC dba AT&T Long Distance	CDS-020108-0050	Wireline	Negotiated	
Washington	Sprint Communications Company L.P.	CDS-031104-0001	Wireline	Negotiated	
Washington	Telrite Corporation	CDS-070504-0004	Wireline	Negotiated	
Washington	The Toledo Telephone Co., Inc.	CDS-090709-0001	Wireline	Negotiated	
Washington	TSS Digital Services, Inc.	CDS-090420-0001	Wireline	Negotiated	
Washington	XO Communications Services, Inc.	CDS-080415-0013	Wireline	Negotiated	
		Negotiated Count	25		
Washington	1-800-Reconex Inc. dba USTel	CDS-060407-0005	Wireline	Template	
Washington	Access Point, Inc.	CDS-080317-0014	Wireline	Template	
Washington	ACN Communication Services Inc.	CDS-030929-0004	Wireline	Template	
Washington	Advanced Integrated Technologies Inc.	CDS-040213-0007	Wireline	Template	
Washington	American Fiber Network Inc.	CDS-070424-0012	Wireline	Template	
Washington	Astound Broadband, LLC	CDS-090304-0002	Wireline	Template	
Washington	Axxis Communications, Inc.	CDS-070202-0005	Wireline	Template	
Washington	Bandwidth.com CLEC, LLC	CDS-080225-0013	Wireline	Template	
Washington	BLC Management, LLC dba Angles Communicatio	CDS-081113-0013	Wireline	Template	
Washington	Budget PrePay Inc. (fka Budget Phone Inc.)	CDS-020515-0010	Wireline	Template	
Washington	Bullseye Telecom Inc.	CDS-020808-0031	Wireline	Template	
Washington	Cascade Networks Inc.	CDS-050916-0019	Wireline	Template	
Washington	CenturyTel Solutions, LLC	CDS-081014-0002	Wireline	Template	
Washington	Clertech.com, Incorporated	CDS-080613-0001	Wireline	Template	
Washington	Comtel Telecom Assets LP dba Excel Telecommu	CDS-020528-0022	Wireline	Template	
Washington	Comtel Telecom Assets LP dba VarTec Telecom	CDS-011107-0029	Wireline	Template	
Washington	Cordia Communications Corp.	CDS-040915-0025	Wireline	Template	
Washington	Cospeed, LLC	CDS-091204-0001	Wireline	Template	
Washington	Covista Inc.	CDS-040406-0029	Wireline	Template	
Washington	Cypress Communications Operating Company Inc	CDS-030603-0011	Wireline	Template	
Washington	Digital Telecommunications, Inc.	CDS-030131-0036	Wireline	Template	
Washington	DSLnet Communications, LLC	CDS-090114-0011	Wireline	Template	
Washington	Eitopia Communications, LLC	CDS-070523-0001	Wireline	Template	
Washington	Eman Networks	CDS-050404-0003	Wireline	Template	
Washington	Ernest Communications Inc.	CDS-080402-0005	Wireline	Template	
Washington	FiberLink LLC dba Columbia Fiber Solutions	CDS-040211-0002	Wireline	Template	
Washington	First Communications LLC (fka New Access Com	CDS-010420-0056	Wireline	Template	

Washington	Globetel, Inc.	CDS-061023-0019	Wireline	Template	
Washington	Granite Telecommunications LLC	CDS-030909-0001	Wireline	Template	
Washington	Greenify Networks, Inc. dba Clearly Communicati	CDS-080319-0044	Wireline	Template	
Washington	HomelandTel LLC	CDS-040421-0001	Wireline	Template	
Washington	Hypercube Telecom, LLC (fka KMC Data, LLC) (fka	CDS-020213-0047	Wireline	Template	
Washington	IDT America Corp.	CDS-030926-0004	Wireline	Template	
Washington	Inland Telephone Company	CDS-090813-0001	Wireline	Template	
Washington	Intelligent Community Services Inc.	CDS-050624-0002	Wireline	Template	
Washington	LifeConnex Telecom LLC (fka Swiftel LLC)	CDS-090403-0001	Wireline	Template	
Washington	Lightspeed Networks, Inc. dba LS Networks	CDS-080228-0004	Wireline	Template	
Washington	Lightyear Network Solutions LLC	CDS-040615-0013	Wireline	Template	
Washington	LSSI Corp aka LSSi fka Listing Services Solutions	CDS-050610-0003	Wireline	Template	
Washington	McGraw Communications Inc.	CDS-060711-0003	Wireline	Template	
Washington	Navigator Telecommunications, LLC	CDS-091014-0003	Wireline	Template	
Washington	NCI Data.com, Inc.	CDS-090626-0001	Wireline	Template	
Washington	NetTalk.Com, Inc.	CDS-090109-0006	Wireline	Template	
Washington	Neutral Tandem Inc.	CDS-041115-0004	Wireline	Template	
Washington	New Edge Network Inc. dba New Edge Networks	CDS-020731-0012	Wireline	Template	
Washington	NextG Networks of California Inc. dba NextG Netw	CDS-050808-0003	Wireline	Template	
Washington	Perinsula Telecom of Washington, LLC	CDS-100106-0001	Wireline	Template	
Washington	Pipertel Communications LLC	CDS-050128-0030	Wireline	Template	
Washington	PNG Telecommunications Inc. dba PowerNet Glo	CDS-031215-0006	Wireline	Template	
Washington	Preferred Long Distance Inc.	CDS-040115-0020	Wireline	Template	
Washington	Priority Terabit, Inc.	CDS-090810-0001	Wireline	Template	
Washington	QuantumShift Communications, Inc., dba vCom S	CDS-080828-0013	Wireline	Template	
Washington	Radix Networks LLC, aka Coefficient Networks	CDS-060921-0001	Wireline	Template	
Washington	Reach One dba Reach One Communications	CDS-021126-0001	Wireline	Template	
Washington	Royal Communications, LLC	CDS-091201-0001	Wireline	Template	
Washington	SC TXLink LLC	CDS-040927-0001	Wireline	Template	
Washington	Suburban Access LLC	CDS-030918-0006	Wireline	Template	
Washington	Syniverse Technologies, Inc.	CDS-071127-0005	Wireline	Template	
Washington	Tanager Telecommunications LLC	CDS-040219-0004	Wireline	Template	
Washington	Telecom Pacific, LLC	CDS-090626-0002	Wireline	Template	
Washington	TeleQuality Communications, Inc.	CDS-090318-0003	Wireline	Template	
Washington	TeleWise LLC	CDS-041118-0003	Wireline	Template	
Washington	Teltrust Corporation	CDS-090828-0002	Wireline	Template	
Washington	Threshold Communications, Inc.	CDS-081209-0006	Wireline	Template	
Washington	Trans National Communications International Inc.	CDS-040929-0013	Wireline	Template	
Washington	TransAria, Inc. dba Multiband Communications LL	CDS-090427-0004	Wireline	Template	
Washington	tw telecom of washington llc (fka Time Warner Tel	CDS-040622-0008	Wireline	Template	
Washington	United Communications, Inc. dba Unicom	CDS-010515-0062	Wireline	Template	
Washington	Utility Telephone, Inc.	CDS-070712-0006	Wireline	Template	
Washington	Verizon Northwest Inc.	CDS-021104-0025	Wireline	Template	
Washington	Washington Phone Company LLP (The) dba The	CDS-021016-0001	Wireline	Template	
Washington	Wholesale Carrier Services, Inc.	CDS-071226-0002	Wireline	Template	

Washington	WilTel Local Network LLC	CDS-030318-0012	Wireline	Template
Washington	World Communications Inc.	CDS-030728-0001	Wireline	Template
Washington	WTI, LLC	CDS-070123-0001	Wireline	Template
Washington	X5Solutions, Inc.	CDS-090612-0001	Wireline	Template
Washington	YMAX Communications Corp.	CDS-060323-0001	Wireline	Template
Washington	Zayo Bandwidth Northwest, Inc.	CDS-010411-0021	Wireline	Template

Template Count 78

Grand Count 136

Qwest
1600 7th Avenue, Room 1506
Seattle, Washington 98191
Phone: (206) 398-2504
Facsimile (206) 343-4040

MAURA PETERSON
Paralegal/Discovery Coordinator
Regulatory Law Department



June 23, 2010

*Via E-mail and
U.S. First Class Mail*

Joseph G. Dicks
Dicks & Workman, APC
750 B Street, Suite 2720
San Diego, CA 92101

Anthony E. McNamer
McNamer and Company PC
920 SW Third Ave., Suite 200
Portland OR 97204

Re: Docket No. UT-093035 – Qwest/North County Communications
Qwest Corporation's Responses to North County Communications' Second
Set of Data Requests

Dear Mr. Dicks and Mr. McNamer:

Enclosed are Qwest Corporation's Responses to North County Communications' Second Set of Data Requests.

Sincerely,

A handwritten signature in black ink, appearing to read "Maura Peterson", is written over the word "Sincerely,".

Maura Peterson
Paralegal/Discovery Coordinator

MEP

Enclosures

cc: All parties of record

June 23, 2010

Washington
UT-093035
NCC 2-1

INTERVENOR: North County Communications

REQUEST NO: 1

Admit Qwest created the current ICA and that NCC made no changes to the ICA proposed by Qwest at that time.

RESPONSE:

Response:

Deny. The existing, expired ICA between Qwest and NCC was the result of an arbitration proceeding between Qwest's predecessor U S WEST and MFS Communications Company in 1996. Pursuant to the requirements of Section 252(i) of the Telecom Act of 1996, U S WEST was required to allow NCC to opt in to that ICA. Qwest admits that aside from changing the name of the CLEC from MFS to NCC, the agreement is the same as the 1996 arbitrated agreement.

Respondent: Qwest Legal

June 23, 2010

Washington
UT-093035
NCC 2-2

INTERVENOR: North County Communications

REQUEST NO: 2

Please provide a copy of a redline between the current ICA and the proposed ICA indicating all of the proposed changes to the agreement.

RESPONSE:

Response: Qwest objects to this request as it is not proper discovery. It does not ask for extant documents, and otherwise asks Qwest to perform work that is outside the scope of a "data request" as defined in WAC 480-07-400(1)(c)

(ii) Data. As used in this section, "data" means information of any type, in any form.

(iii) Data request. A party's written request that calls for another party to produce data in connection with an adjudicative proceeding is a "data request." Generally, data requests seek documents, an analysis, compilation or summary of documents into a requested format, a narrative response explaining a policy, position, or a document, or the admission of a fact asserted by the requesting party.

Without waiver of this objection, Qwest provides the following response: Producing a redline comparing North County's old ICA to Qwest's proposed ICA would be an exercise in futility, as the entire document would be redlined. Qwest's contracts have changed in form, organization and content over the last thirteen years. Qwest's current contracts reflect Qwest's current product offerings and current business processes. The most significant changes to Qwest's contract template were created as a result of the industry collaboration with Qwest during the 271 proceedings that produced the Statement of Generally Available Terms and conditions ("SGAT"). Many of the terms and conditions in Qwest's current contracts and negotiations template originated in the SGAT.

The arbitrated agreement that North County opted into was arbitrated and executed between Qwest and MFS in December 1996, and was opted into by North County in June 1997. This was all well before the completion, or even the start, of the SGAT process. The SGAT was first filed in Washington in March 2000. It was modified a number of times through the collaborative 271 process, and has been modified a number of times since the completion of that process to reflect changes of law, changes resulting from Commission arbitration orders, and the addition of services.

Respondents: Qwest Legal and Renee Albersheim

June 23, 2010

Washington
UT-093035
NCC 2-3

INTERVENOR: North County Communications

REQUEST NO: 3

Please provide a list of all the substantive changes from the current ICA to the proposed ICA explaining the purpose of the changes.

RESPONSE:

Please see the response to Question 2 above.

Qwest can only respond to this question from the perspective of what Qwest considers substantive; Qwest cannot define what North County considers substantive, as Qwest is not privy to North County's business plan. Qwest considers the entire updated ICA to be a substantive improvement to the form of the 1996 contract. It contains, to list only a few examples, updated terms and conditions regarding Resale (Section 6), Interconnection (Section 7), Collocation (Section 8), UNEs (Section 9), Ancillary Services (Section 10), and many other provisions, including updated definitions in Section 4 that reflect current terms and practices.

However, whether the ICA contains substantive changes depends on how it is viewed. On the one hand, it could be said that in general, it is substantively the same, because it implements Qwest's obligations under Section 251 of the Act consistent with the requirements of the law, just as the 1996 contract did at the time it was executed. On the other hand, it is clear that certain provisions are substantively different from the current contract. For example, the provisions that Qwest has drafted in Section 7 to accommodate NCC's continued use of MF signaling are different from the expired ICA.

Qwest is only made aware of a CLEC's substantive issues based on the feedback Qwest receives during the negotiations and by the issues raised in arbitration. Also, there is no presumption that the expired ICA will serve as the baseline document for a new ICA. Qwest starts all ICA negotiations with a current negotiations template which was created from Qwest's SGAT. North County must do its own analysis of what it considers substantive issues in the negotiations template. North County has had a proposed ICA from Qwest for over a year. North County has had that time to identify what it considers substantive issues to Qwest. During negotiations with North County, Qwest responded to all of the issues that North County raised with proposed changes to the ICA. The proposed ICA filed by Qwest for this arbitration illustrates Qwest's efforts to be responsive to North County's known substantive issue with its accommodation of MF signaling.

Respondent, Renee Albersheim

June 23, 2010

Washington
UT-093035
NCC 2-4

INTERVENOR: North County Communications

REQUEST NO: 4

Please provide an explanation for why Qwest's wishes to make each of the proposed changes.

RESPONSE:

Qwest wishes to replace the outdated agreement between Qwest and NCC with Qwest's current form of interconnection agreement. NCC's question seems to presume that the expired contract is the baseline agreement, and that all changes from that expired agreement must be explained and justified. Qwest does not agree with this position. Qwest wishes to enter into a ICA with NCC that reflects Qwest's current product descriptions, processes, and the revised contract structure because the proposed structure is better aligned with how Qwest currently does business.

Respondent: Renee Albersheim

June 23, 2010

Washington
UT-093035
NCC 2-5

INTERVENOR: North County Communications

REQUEST NO: 5

Please explain why Qwest proposed MF signaling for the current ICA?

RESPONSE:

The existing, expired ICA has provisions that allow the use of MF signaling because at the time the ICA was executed, U S WEST and other carriers had a few switches that used MF signaling in their networks, as the update to the modern SS7 system was not yet complete for all carriers or all central offices.

Respondent: Qwest Legal

Qwest
1600 7th Avenue, Room 1506
Seattle, Washington 98191
Phone: (206) 345-1574
Facsimile (206) 343-4040

Lisa A. Anderl
Associate General Counsel
Regulatory Law Department



July 7, 2010

*Via E-mail and
U.S. First Class Mail*

Joseph G. Dicks
Dicks & Workman, APC
750 B Street, Suite 2720
San Diego, CA 92101

Anthony E. McNamer
McNamer and Company PC
920 SW Third Ave., Suite 200
Portland OR 97204

Re: Docket No. UT-093035 – Qwest Corporation's
Responses to North County Communications' Third Set of Data Requests

Dear Mr. Dicks and Mr. McNamer:

Enclosed please find Qwest Corporation's Responses to North County Communications Corporation's Third Set of Data Requests.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa A. Anderl".

Lisa A. Anderl

LAA/ldj
Enclosures

Washington
UT-093035
NCC 3-1

INTERVENOR: North County Communications

REQUEST NO: 1

Explain the reasoning behind the proposed cap of 10,000 minutes per month for billable MF traffic?

RESPONSE:

Please note that when Qwest proposed the 10,000 minutes of use per in-service DS1 per calendar month in Section 7.8.1.2. in the Washington (and Oregon) Interconnection Agreements (ICA), there was an error. The proposed cap should be 240,000 minutes of use per in-service DS1 per calendar month. The 10,000 figure reflects minutes per trunk compared with 240,000 minutes of use per DS1 (24 trunks). (Qwest's proposed cap in Section 7.8.1.2 of the proposed Arizona ICA does not require a comparable correction.) Qwest has revised the initially proposed 10,000 minutes with 240,000 minutes in Section 7.8.1.2. in the Washington ICA and will do so in Oregon as well. For purposes of Qwest's response to this data request, Qwest will use the 240,000 minutes of use.

The 240,000 average number of minutes of use per in-service DS1 per calendar month that is referenced in Section 7.8.1.2 of the proposed ICA is not a cap on the number of minutes billable to Qwest per month. That 240,000 limit applies to the minutes determined in Section 7.8.1.1 of the proposed ICA, i.e. "the total number of non-VNXX minutes terminating to CLEC's end office switch from Qwest each calendar month over the LIS trunk groups interconnecting Qwest and CLEC". The minutes that are billable to Qwest are then determined using the methodology specified in Section 7.8.1.3 of the proposed ICA subject to the provisions in Section 7.8.1.2.

In order to accommodate North County's desire to continue the use of MF signaling for the Local Interconnection Service ("LIS") trunks, yet provide Qwest some assurances that North County's reciprocal compensation invoices to Qwest would be equitable and reasonable, Qwest proposed language for Section 7.8, Billing Methodology for MF Signaled Traffic Terminated to CLEC, that details the methodology that North County would use to determine the minutes of use subject to compensation from Qwest each month. Because Qwest does not have an automated means to determine the total number of minutes of use that are terminated to North County's switches each month over the MF-signaled LIS trunks that may be used to validate North County's reported minutes of use, Qwest proposed a cap on the average number of minutes of use per in-service DS1 per calendar month. That limit reflects data included in North County's reciprocal compensation invoices to Qwest for January 2007 through July 2008 usage and the number of in-service LIS DS1s for each month. Specifically, Qwest divided the total number of minutes of use terminating to North County's PTLDORPBD0 switch over the end office and tandem LIS trunk groups (as provided in North County's reciprocal compensation invoices to Qwest for January 2007 through July 2008 usage) by the number of in-service DS1s for the respective month. The average of the monthly total minutes of use per in-service trunk for that 19 month period was 7,172, and the average of the monthly total minutes per in-service DS1 for that same 19 month period was 172,116. (Please refer to the attached spreadsheet for more information.) Qwest proposed the 240,000 per in-service DS1 limit in the proposed ICA, a 39% increase over the 19 month average, to accommodate for monthly usage

fluctuations and growth.

Respondents: Renee Albersheim, Nancy Batz, Phil Linse

PREPARED FOR QWEST'S RESPONSE TO NORTH COUNTY THIRD SET OF DATA REQUESTS IN WA DOCKET UT-083035, ITEM #1

OREGON/WASHINGTON		NORTH COUNTY COMMUNICATIONS												Monthly Average							
Usage Billing Cycle	Jan-07	Feb-07	Mar-07	Apr-07	May-07	Jun-07	Jul-07	Aug-07	Sep-07	Oct-07	Nov-07	Dec-07	Jan-08	Feb-08	Mar-08	Apr-08	May-08	Jun-08	Jul-08	Monthly Average	
Total Terminating Minutes of Use Per NCC's Reciprocal Compensation Invoices																					
Tandem	6,028,995	5,516,402	4,738,107	4,607,720	5,254,999	5,303,744	5,807,686	5,662,773	5,003,257	5,679,011	5,608,259	6,104,131	6,047,915	5,658,479	5,565,778	5,596,624	5,682,578	5,875,750	5,979,916		
End Office	5,052,064	4,238,968	4,295,333	4,068,348	4,173,150	3,836,211	3,891,823	3,807,387	3,358,051	3,603,027	3,493,102	3,419,680	3,419,680	2,853,951	2,525,561	2,390,643	2,178,845	1,969,065	2,054,530		
Total	11,081,059	9,755,390	9,033,440	8,676,068	9,428,149	9,139,955	9,699,509	9,470,160	8,361,308	9,282,038	9,101,361	9,523,811	9,467,595	8,312,430	8,091,339	7,987,267	7,861,423	7,864,815	8,034,446		
Trunks In Service																					
LKSOR62DS0	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
MLWKOR17DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR02DS0	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
PTLDR06DS0	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
PTLDR11DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR12DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR13DS3	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	72	
PTLDR69DS0	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
PTLDR69DS1	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
PTLDR69DS2	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	22	
PTLDR69DS2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
PTLDR69DS2	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
PTLDR13CAT	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	384	
PTLDR18DS0	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24	
DRCYOR18DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR14DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR17DS0	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	48	
PTLDR1350T	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	288	
PTLDR13C9T	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,224	1,344	1,344	1,344	1,344	1,344	1,344	
Total Terminating Minutes of use Per Trunk and per DS1	9,053	7,970	7,360	7,088	7,703	7,467	7,924	7,737	6,831	7,583	7,436	7,781	7,735	6,927	6,020	5,943	5,849	5,852	5,978	7,172	
Minutes of Use per DS1	217,276	191,282	177,126	170,119	184,866	179,215	190,186	185,689	163,947	182,001	178,458	186,741	185,639	166,249	144,488	142,630	140,363	140,443	143,472	172,116	