

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

PAC-WEST TELECOMM, INC., )  
 ) Docket No. UT-  
 Complainant, )  
 ) AFFIDAVIT OF ETHAN SPRAGUE  
 v. )  
 )  
 QWEST CORPORATION, )  
 )  
 Respondent. )  
 \_\_\_\_\_ )

STATE OF CALIFORNIA )  
 ) ss  
 COUNTY OF SAN JOAQUIN )

My name is Ethan Sprague. I am of sound mind, am capable of making this affidavit, am over eighteen (18) years of age, and am fully competent to testify to the matters stated herein. I have personal knowledge of each of the facts stated herein, and each is true and correct.

1. I am Vice President Regulatory Affairs for Pac-West Telecomm, Inc. ("Pac-West"). My business address is 4210 Coronado Avenue, Stockton, California 95204.
2. On April 30, 2007, Pac-West filed voluntary petitions for relief under the United States Bankruptcy Code. Since that time, Pac-West has negotiated arrangements with almost all of its creditors, and Pac-West had planned to emerge from bankruptcy early in November 2007. Qwest Corporation ("Qwest") is the only creditor of Pac-West that is objecting to this plan and has sought a delay in Pac-West's emergence from bankruptcy.
3. The dispute between Pac-West and Qwest in the bankruptcy proceedings involves the status of the Parties' interconnection agreement ("ICA"). Pac-West originally sought to eliminate the risk of liability associated with the Commission's disposition of Pac-West's Petition for Enforcement of Interconnection Agreement in Docket No. UT-053036 by rejecting the ICA pursuant to section 365 of the Bankruptcy Code and opting into another interconnection agreement as allowed by the Telecommunications Act. Pac-West notified Qwest of its intent to take this action on October 24, 2007. Qwest opposed Pac-West's plan and took the position that if Pac-West rejected the ICA, Qwest would terminate existing services that Qwest provides to Pac-West, including interconnection, 911 services, and other services on which Pac-West relies to provide telecommunications service to its customers.
4. In an act of good faith and in an effort to minimize the disruption to its customers and its operations, Pac-West notified Qwest on November 2, 2007, that Pac-West would not reject the ICA but would assume it. Qwest, however, continues to oppose Pac-West's Plan of Reorganization, claiming among other things that Qwest lacks adequate assurance that Pac-West will satisfy any outstanding or contingent liabilities

under the ICA, in particular making any payments required by the Commission in Docket No. UT-053036 and that such contingent liabilities must be paid upon Pac-West's emergence from bankruptcy. That issue is pending before the bankruptcy court, and a hearing is currently scheduled for November 19, 2007.

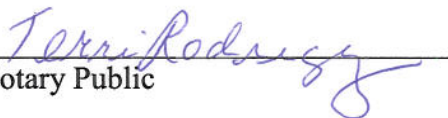
5. On October 24, 2007, after Pac-West after Pac-West originally notified Qwest of Pac-West's intent to reject the ICA, Qwest denied Pac-West access to the electronic interface through which Pac-West historically has submitted requests to port local telephone numbers from Qwest customers. Local number portability ("LNP") requests are not orders for service, do not incur a charge, and are initiated by end-users, not carriers.
6. Qwest continues to block Pac-West's access to the interface through which Pac-West submits LNP requests to Qwest or otherwise honor requests from Pac-West to port local telephone numbers in Washington.
7. Pac-West continues to provide service to its customers in Washington. Pac-West also continues to honor its obligations under the ICA and applicable Commission and FCC rules and orders. Pac-West is paying for services it receives from Qwest under the ICA in advance of receiving those services, and Pac-West is performing all of its other obligations under that agreement.
8. Qwest's refusal to port its customers' telephone numbers from Qwest customers is causing substantial harm to Pac-West. Customers who will not obtain service from Pac-West or its wholesale customers are delaying or refusing to obtain such service as long as Qwest continues to refuse to port their telephone numbers. As a result, Pac-West is suffering financial harm, as well as harm to Pac-West's relationship with its existing wholesale customers and to Pac-West's business reputation. This harm is worsening with each day that Qwest refuses to port customer telephone numbers.

This concludes my statement.



Ethan Sprague

Subscribed and sworn to before me Terri Rodriguez, this 9th day of November, 2007.



Notary Public



State of California )  
 ) ss.  
County of San Joaquin )

On November 9, 2007 before me, Terri Rodriguez, Notary Public, personally appeared Ethan Sprague personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

TERRI RODRIGUEZ  
My Commission Expires: December 30, 2010



-----**OPTIONAL**-----

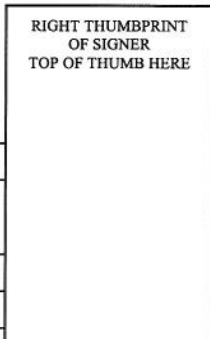
*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

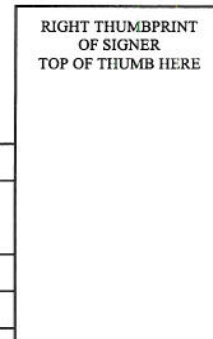
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Individual  
 Corporate Officer – Title(s): \_\_\_\_\_  
 Partner -  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing:  
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 Individual  
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 Partner -  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing:  
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