QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Broadwing Communications, LLC
REQUEST NO: Broadwing 01-014

REQUEST:

Please describe the differences, including technical differences and differences regarding intercarrier compensation, between Qwest's a) Wholesale Dial service, b) Foreign Exchange service, c) Remote Call Forward service, d) Market Expansion Service and e) other FX-like services and what Qwest calls "Virtual NXX" or "VNXX" service in its Complaint. If you contend these Qwest services differ from CLEC VNXX service, explain and describe why. Please provide all documents, studies, and evidence related to your response.

RESPONSE:

(a) Qwest Communications Corporation (QCC) offers Wholesale Dial service. QCC is acting as an Enhanced Services Provider and is providing the service to Internet Service Providers. The specific elements of the service are described on Qwest's website at http://www.qwest.com/wholesale/pcat/natdial.html. Thus, in providing Wholesale Dial, QCC is not a CLEC and does not interconnect with QC through an interconnection agreement as CLECs do. With Wholesale Dial, the Qwest Corporation end user customer is QCC which, instead of buying interconnection services pursuant to an Interconnection Agreement, typically buys a local service (commonly known as "PRI"" or "PRS") in the LCA where it obtains local phone numbers (the numbers are included with the local exchange service purchased by QCC). QCC also purchases private line transport service (again, as an end user and not as a carrier) to transport the calls to a different LCA where the modems are located. QCC pays retail tariffed rates for both services. Consistent with the interstate and intrastate access charge regimes, end users do not pay access charges.

(b) Qwest's FX service differs significantly from VNXX service. First, a Qwest FX customer buys a local connection in the LCA it wants local access to at retail local exchange rates. The FX customer, therefore, compensates Qwest for use of the local network from which calls are originated. With VNXX, the CLEC pays nothing to compensate Qwest for the use of Qwest's local network (loops, switches, etc.) within each local calling area.

Second, the FX customer bears the full financial responsibility to transport that traffic back to the LCA where the call is answered. The FX customer is connected from the LCA where the FX number is assigned directly to the FX customer's premises in the "foreign" exchange over a private line service that the FX customer purchases. With VNXX service, CLECs typically claim that they have no financial responsibility to transport the traffic from the distant exchange to the CLEC's POI. Thus, FX customers pay retail private line rates for transport, while VNXX customers typically deny any responsibility to transport traffic.

Third, as end users, FX customers cannot charge Qwest to terminate the traffic. On the other hand, CLECs claim the right to terminating compensation even though the costs of VNXX traffic is caused by the CLEC and its customers (who are often Internet Service Providers).

(c) Remote Call Forward and (d) Market Expansion Service: Qwest's Remote Call Forward and Market Expansion Line ("MEL") Services are retail services,

and as such retail local and toll charges apply. With Remote Call Forwarding/MEL, all calls from the RCF/MEL customer to other customers are rated based on the location of the LCA where the RCF/MEL customer obtains local service. Thus, if the call is to a customer in the same LCA, it is local. If the call is to a customer located in a different LCA, the call is toll. For calls terminating to RCF/MEL, if the calling party is located in the same LCA in which the RCF/MEL customer obtains local service, the call is local. If the calling party is located in a different LCA than the LCA in which the RCF/MEL customer obtains its local service, the call is a toll call. In other words, whether the calling party incurs a toll charge is dependent solely on that customer's location in relation to the LCA in which the RCF/MEL customer obtains local service. If the RCF/MEL customer forwards its service to another LCA, it is the RCF/MEL customer that incurs the toll charges for that portion of the call.

In regards to inter-carrier compensation, if a RCF/MEL call is a toll call, the calling party's toll carrier ("IXC") will pay the appropriate access charges to originate and terminate the call. The toll carrier may also buy transport from Qwest or some other carrier (but in either case, the IXC bears full financial responsibility for the transport). If the calling party is located in the same LCA as the LCA in which the RCF/MEL customer obtains local service, the call is local and no access charges apply. If the RCF/MEL customer forwards its service to another LCA, it is the RCF/MEL customer that incurs the toll charges for that portion of the call and the RCF/MEL customer's toll carrier would pay all applicable access charges.

With VNXX service, CLECs propose that disguised interexchange calls be treated as local calls for reciprocal compensation purposes, and unlike RCF/MEL, the customer that obtains the telephone number in a distant LCA does not incur toll charges. In addition, with VNXX interexchange calls, unlike RCF/MEL interexchange calls, calls are not routed through a toll carrier and applicable access charges are not assessed because the CLEC's call numbering practices prevent Qwest from assessing access charges.

By its very nature, VNXX service bypasses toll through the assignment of local telephone numbers to customers that do not have a physical presence in the LCA with which the number is associated. In determining if a call is local or long distance (toll), the location of the origination and termination is the decisive factor: calls that physically originate and terminate within the same LCA are rated as local calls. Calls routed to a point of interface for termination outside of the originating LCA are interexchange calls. VNXX services that terminate traffic to a customer that has not purchased service within the same LCA as the originating LCA are simply interexchange long distance calls and should thus be subject to the access charge provisions that govern interexchange long distance traffic.

Respondent: Larry Brotherson

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-053039
CASE DESCRIPTION: IN THE MATTER OF LEVEL 3 COMMUNICATIONS, LLC'S PETITION FOR ENFORCEMENT OF INTERCONNECTION AGREEMENT WITH QWEST CORPORATION
INTERVENOR: Level 3 Communications, LLC
REQUEST NO: L3C 01-018I

REQUEST:

Is it Qwest's regulatory position that a Qwest network access server ("NAS") is an "ISP Server" for purposes of determining whether a Qwest served ISP has a physical presence in the same local calling area as a physical location of the Qwest local tone subscriber originating the locally dialed ISP-bound call?

RESPONSE:

Qwest objects to this question on the basis that the question is vague and ambiguous as currently framed. Without waiver of this objection, Qwest states that a network access server owned by an ISP is an "ISP server" as Qwest has used that term. However, the issue of establishing a physical presence in a local calling area for purposes of proper numbering assignment is not necessarily the same as having the ISP server in the local calling area for purposes of intercarrier compensation. For purposes of establishing a physical presence within a local calling area where there is no ISP server, an ISP may purchase local exchange service, or FX, which is essentially local service plus private line transport. Under the ISP-Remand Order, intercarrier compensation is due only on ISP-bound traffic that originates in the same local calling area as the ISP server.

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Broadwing Communications, LLC
REQUEST NO: Broadwing 02-024

REQUEST:

Admit that Qwest's use of the CroSS7 and TUMS systems to look for VNXX service traffic has the possibility of generating false positives, that is, the use of those systems classifies traffic as VNXX traffic when, in fact, it is not.

RESPONSE:

Admit. However, Qwest offered to meet with all CLECs that appeared to be exchanging VNXX traffic to review the results obtained from the Qwest systems. Disputes with CLECs that provided information that established that the traffic was not VNXX traffic were resolved and Qwest recognized the traffic as non-VNXX traffic.

Respondent: Catherine Barrett

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Broadwing Communications, LLC
REQUEST NO: Broadwing 02-025

REQUEST:

Admit that the location of a Broadwing local exchange service switch does not affect the determination of the jurisdictional nature of a call switched at that switch.

RESPONSE:

Admit. The Broadwing switch location does not, in and of itself affect the determination of the jurisdictional nature of a call. If a call originates in one local calling area ("LCA") and is terminated to a switch in a distant LCA (for example Chicago), the fact that the call leaves the LCA and is transported out of state to a switch raises concerns on whether or not the call will be returned to the originating LCA for completion. Thus, Qwest has used switch location as an indicator that certain calls may not be local, but not a final or decisive factor in making that determination. Traffic exchanged on trunk groups where the two switches are not in the same LCA, and where there is more Exchange Service traffic terminating to the CLEC than is originated by the CLEC, is suspected as being VNXX traffic. The location of the switch therefore becomes relevant and may indicate that the call is not a local call.

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-053039
CASE DESCRIPTION: IN THE MATTER OF LEVEL 3 COMMUNICATIONS, LLC'S PETITION FOR ENFORCEMENT OF INTERCONNECTION AGREEMENT WITH QWEST CORPORATION
INTERVENOR: Level 3 Communications, LLC
REQUEST NO: L3C 01-020I

REQUEST:

Does Qwest consider the primary rate interface/intermachine trunk provided for Qwest's Wholesale Dial Service ISP customers to be providing such Qwest ISP customers physical presence in the same local calling area of the Qwest end user originating the locally dialed ISP-bound call even if there is no ISP server in the same local calling area?

RESPONSE:

Yes. This physical presence allows a local number to be assigned without violating the numbering guidelines. However, because there is no server in the local calling area, intercarrier compensation is not due on those calls.

Respondent: Phil Linse

Washington
UT-053039
L3C 01-023I

INTERVENOR: Level 3 Communications, LLC

REQUEST NO: 023I

Does Qwest maintain a physical presence in each local calling area in the state for its Qwest Wholesale Dial ISP customers? If so, please list each local calling area within the state in which Qwest maintains such a physical presence. For the purposes of this request, describe and name the physical facility or service that Qwest considers to constitute a "physical presence" in the local exchange calling area?

RESPONSE:

Yes. Qwest Communications Corporation offers Wholesale Dial services to ISPs in part by purchasing certain retail services from Qwest Corporation and other local exchange carriers. Local calling areas for the PRI ISDN product offering from Qwest Corporation are identified in the Qwest Corporation tariffs and price lists on file with the Commission. The physical facility or service utilized by Qwest Communications Corporation in each local calling area is either a router or the "A" location of an ISDN PRI circuit. This "physical presence" allows local numbers to be assigned within each local calling area. However, in order for intercarrier compensation to be due on ISP-bound calls, the calls must still originate and terminate to an ISP server within the same local calling area, and there is not an ISP server in each local calling area.

Respondent: Larry Brotherson

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-053039
CASE DESCRIPTION: IN THE MATTER OF LEVEL 3 COMMUNICATIONS, LLC'S PETITION FOR ENFORCEMENT OF INTERCONNECTION AGREEMENT WITH QWEST CORPORATION
INTERVENOR: Level 3 Communications, LLC
REQUEST NO: L3C 01-034I

REQUEST:

Would implementing a process to separate FX or FX-like services from all other locally-dialed traffic require Qwest, Level 3 and other local exchange carriers to implement a new routing system to route solely FX or FX-like traffic in a manner different from other locally-dialed traffic? If your answer is yes, what does Qwest project the cost of implementing such a routing system would be?

RESPONSE:

Qwest objects to this data request on the grounds that it is ambiguous, overbroad, unduly burdensome and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving these objections, Qwest responds as follows:

Network routing changes would have to be implemented to route Qwest's FX traffic differently from other locally dialed traffic. VNXX traffic, which is not FX, would not require network routing changes other than the appropriate assignment of telephone numbers to the Level 3 VNXX customers. If such numbers were not required to be reassigned, VNXX traffic could also be routed differently from other locally dialed traffic. Qwest does not have an estimate as to the cost of this routing change, but the traffic could be separately identified and treated appropriately from an intercarrier compensation standpoint without making such a routing change and instead implementing a billing change.

Respondent: Legal
Daniel Collins, Staff Advocate

QWEST CORPORATION
STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Broadwing Communications, LLC
REQUEST NO: Broadwing 01-007

REQUEST:

Admit that Qwest's costs to transport traffic originating on Qwest's network to the points of interconnection between Qwest's and Broadwing's networks do not vary based upon the physical location of Broadwing's customer.

RESPONSE:

Qwest's local calling costs vary based on interoffice transport distances and whether or not a tandem switch is involved in the call. In addition, the amount of usage and the hold times per call impact the costs of transport terminations as well as the cost of setting up the call and the conversation minutes. Thus, although the cost to Qwest does not vary from the Broadwing point of interface (POI) to Broadwing's end user customer, Qwest's costs do vary from Broadwing's POI to Qwest's end user customer.

Respondent: Terri Million, Staff Director