

**EXHIBIT C
TO TEL WEST-QWEST SETTLEMENT AGREEMENT**

**Amendment to the Interconnection Agreement
Between
Tel West Communications, LLC
and
Qwest Corporation
[Re: Billing Disputes]
For the State of Washington**

This Amendment ("Amendment") is made and entered into by and between Tel West Communications, LLC ("CLEC") and Qwest Corporation ("Qwest").

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement ("Agreement") for service in the state of Washington which was approved by the Washington Utilities and Transportation Commission ("Commission") on October 31, 2001, as referenced in Docket No. UT-013086; and

WHEREAS, the Parties wish to amend the Agreement further under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment Terms

This Amendment is made in order to add a new provision to Section 5.4.4 as set forth below:

CLEC, in good faith, assumes responsibility for auditing its records with respect to all disputed charges prior to submitting such disputes to Qwest. The disputes may include one or more charges ("Unblocked Charges") CLEC believes should have been blocked or restricted by a blocking or restriction service CLEC believes it ordered from Qwest. CLEC shall provide Qwest all CLEC's billing disputes for all resale Billing Account Numbers ("BANs") for a particular state for a particular month at one time and all billing disputes for all UNE-P BANs for a particular state for a particular month at one time. For purposes of this section, the term "batch" shall refer to: (1) all disputes received from CLEC by Qwest for all resale BANs for a particular state for a particular month; and (2) all disputes received from CLEC by Qwest for all UNE-P BANs for a particular state for a particular month. Upon receipt of a batch of CLEC's disputes, Qwest may review a random sample of up to 10% of the total number of disputed charges in that batch. Qwest may return the entire batch

of disputed charges without further investigation or action if Qwest determines, based on its review of the random sample, that one percent (1%) or more of the total number of disputed charges (but no less than 5 disputes) in the batch constitute Unblocked Charges on lines for which CLEC had not ordered an appropriate blocking or restriction service. At such time CLEC has re-audited its records with regard to the batch of disputes, CLEC may resubmit the disputes to Qwest for its investigation, subject to the same sampling described immediately above. The sampling mechanism described in this paragraph shall not constitute a waiver by Qwest or CLEC of any other dispute resolution right or remedy permitted at law or under this Agreement.

Qwest agrees to provide CLEC a report, once per month between the effective date of this amendment and Qwest's release of IMA Version 11.0 (currently scheduled for November 18, 2002), displaying each of CLEC's resold lines that do not, according to Qwest's CPROD database, contain USOC OC4 or SEA as of the month of the report. The report shall include the following fields of data: RSID (reseller identification); ST (state); and BTN (billing telephone number).

2. Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Customer Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met.

3. Further Amendments

The provisions of this Amendment, including the provisions of this sentence, may not be interpreted, amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

4. Entire Agreement

This Amendment (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Amendment and supersedes any prior understandings, agreements, amendments or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of this Amendment.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Tel West Communications, LLC

Authorized Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Authorized Signature

L. T. Christensen

Name Printed/Typed

Director – Business Policy

Title

Date