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3	BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION	
4	PAC-WEST TELECOMM, INC., )	
5	Complainant, )	Docket No. UT-02
6		COMPLAINT
7 8	QWEST COMMUNICATIONS, INC., F/K/A )	(Violation of Interconnection Agreement)
9	) () () () () () () () () () () () () ()	
10	Complainant Pac-West Telecomm, Inc. ("Pac-West"), for its Complaint, alleges as	
11	follows:	
12	I. THE PARTIES	
13	1. <u>Complainant</u> . Pac-West is a California corporation authorized to do business in	
14	the State of Washington. Pac-West is registered and classified as a competitive	
15	telecommunications company authorized to provide local and interexchange	
16	telecommunications in Washington. Pac-West's corporate office is at 1776 West March Lane,	
17	Suite 250, Stockton, CA 95207.	
18	2. <u>Respondent</u> . Qwest Corporation, Inc. ("Qwest") is the successor corporation of	
19	a merger between U S West Communications, Inc., and Qwest. Qwest is an incumbent local	
20	exchange carrier ("ILEC") as defined by 47 U.S.C. § 251(h). Qwest has historically held a	
21	monopoly in the provision of local exchange services in portions of Washington.	
22	II. PROCEDURAL ISSUES	
23	3. <u>Commission Jurisdiction</u> . The Washington Utilities and Transportation	
24	Commission ("Commission") has jurisdiction over this Complaint and the Parties pursuant to	
25	RCW 80.04.110 and WAC 480-09-400. The Commission has jurisdiction to enforce the terms	
26	of the Interconnection Agreement between Pac-West and Qwest pursuant to 47 U.S.C. §§ 251	
27	& 252, WAC 480-09-530, and the terms of the Agreement.	
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4. <u>Notice of Intent to File Petition</u>. Pursuant to WAC 480-09-530, on May 1, 2002,
 Pac-West notified Qwest that Pac-West intended to file a petition for enforcement of the
 Agreement at least ten days prior to filing this Complaint with the Commission. Qwest did not
 respond to this notice letter.

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## **III. STATEMENT OF FACTS**

5. <u>Interconnection Agreement Between the Parties</u>. On February 14, 2001, the
Washington Utilities and Transportation Commission approved Pac-West's adoption of the
"Local Interconnection Agreement" for Washington between Qwest (formerly known as U S
West Communications, Inc.) and Northwest Telephone, Inc ("Agreement"), in Docket No. UT013009.

<u>Reciprocal Compensation Obligation</u>. The Agreement provides, *inter alia*, the
 Parties are obligated to compensate each other for the termination of Exchange Service
 (EAS/Local) traffic. "The Parties agree that per minute of use call termination rates as
 described in Part H of this Agreement will apply reciprocally for the termination of Exchange
 Service (EAS/Local) traffic." Section (C) 2.3.4.1.1.

16 7. <u>Reciprocal Compensation Rate</u>. The call termination per rate is \$.0018 per
17 minute of use ("MOU").

18 8. <u>Payment Demanded</u>. Pac-West has properly invoiced Qwest for its reciprocal
 19 compensation obligations as set forth in the Agreement.

<u>Qwest's Wrongful Refusal to Pay</u>. Since November 2001, Qwest wrongfully
 refused to pay the difference between Pac-West's reciprocal compensation invoices in
 Washington and the rate called for in the *FCC Order on Remand* adopted April 27, 2001 (In the
 Matter of Implementation of the Local Competition Provisions in the Telecommunications Act
 of 1996, CC Docket No. 96-98 and Intercarrier Compensation for ISP-Bound Traffic, CC
 Docket No. 99-68, Order on Remand and Report and Order).

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1	IV. CLAIM FOR BREACH OF CONTRACT		
1 2	10. <u>Qwest's Breach of the Agreement</u> . Qwest is obligated to pay Pac-West		
2	compensation for traffic terminated by Qwest's customers. Qwest has refused to make		
4	payment as required. Pac-West is entitled to judgment from Qwest in the liquidated amount of		
5	at least \$135,060.03 plus all amounts accruing up until the date of judgment, prejudgment		
6	interest and post judgment interest thereafter.		
7	V. PRAYER FOR RELIEF		
8	Wherefore, Pac-West prays for the following relief:		
9	A. A Commission order enforcing the Agreement and directing Qwest to pay past		
10	and future Pac-West's reciprocal compensation invoices in accordance with the terms of the		
11	Agreement;		
12	B. Money judgment against Qwest in the amount of at least \$135,060.03 plus all		
13	amounts accruing up until the date of judgment, pre and post judgment interest, and costs,		
14	including attorneys' fees, and		
15			
16	sufficient.		
17	DATED this day of May, 2002.		
18	Davis Wright Tremaine LLP Attorneys for Pac-West Telecomm, Inc.		
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20			
21	By Daniel M. Waggoner		
22	WSBA #9439 Andrew M. Mar		
23	WSBA #29670		
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