

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

NORTHWEST TELEPHONE, INC.,)	
)	Docket No. UT-
Complainant,)	
)	COMPLAINT FOR PAYMENT
v.)	OF INTERCONNECTION
)	FACILITIES COSTS
QWEST CORPORATION,)	
)	
Respondent.)	
_____)	

Pursuant to RCW 80.04.110, Northwest Telephone, Inc. (“NTI”), brings the following Complaint for payment of interconnection facilities costs against Qwest Corporation (“Qwest”). In support of its Complaint, NTI alleges as follows:

PARTIES

1. Complainant. NTI is a corporation that has been registered and classified by the Commission as a competitive telecommunications company. NTI is authorized to provide switched and non-switched local exchange and long distance services in Washington.

2. Respondent. Qwest is an incumbent local exchange company (“ILEC”), as defined in 47 U.S.C. § 251(h) and provides local exchange and other telecommunications services throughout the State of Washington.

JURISDICTION

3. Commission Jurisdiction. The Commission has jurisdiction over this Complaint and Respondent Qwest pursuant to RCW 80.04.110, 47 U.S.C. §§ 251-52, RCW 80.36.610, and WAC 480-07-305.

BACKGROUND

4. Interconnection Agreement. NTI and Qwest are parties to the Local Interconnection Agreement Between [Qwest] and Northwest Telephone, Inc., for Washington. (“Interconnection Agreement”). The Commission approved the Interconnection Agreement on June 13, 2001, in Docket No. UT-013046.

5. Compensation for Interconnection Facilities. Section (C)2.3 of the Interconnection Agreement governs compensation for local interconnection service (“LIS”) facilities and exchanged traffic. Section (C)2.3.2 addresses Direct Trunked Transport (“DTT”) that is used to interconnect NTI’s switch with Qwest’s network, and Section (C)2.3.2.3 provides as follows:

When the Parties elect to establish two-way trunks, the compensation for such jointly used, shared facilities shall be adjusted as follows.

The provider of the DTT will always bill 100% of the charges for the facility to the other Party, who will in turn, bill the provider 50% of the DTT charges. Payments according to this 50/50 allocation of traffic will continue until either Party provides actual minutes of use data to substantiate a change in the allocation.

6. Billing for LIS Facilities. NTI obtains dedicated transport circuits from Qwest that are used as LIS facilities under the Interconnection Agreement. Qwest bills NTI for 100% of the charges for these facilities. In October 2004, NTI requested that Qwest credit NTI – on a going-forward basis and for the prior two years – for Qwest’s relative use of those facilities based on the minutes of use each party delivers to the other. Qwest denied, and continues to deny, that request.

7. Tariffed Circuits. Qwest refuses to pay for its share of the interconnection facilities because NTI obtains the facilities as special access circuits out of Qwest's tariff. The source of those facilities or how the Parties provision them is irrelevant. The circuits are dedicated to the exchange of traffic between the Parties, and accordingly are subject to the proportional cost allocation in the Interconnection Agreement.

8. Nature of Traffic. Qwest also refuses to pay for its share of the interconnection facilities because most of the traffic that Qwest delivers to NTI over those facilities is traffic bound for Internet Service Providers ("ISPs") whose modems or servers are not physically located within the geographic boundaries of the same local calling area in which the Qwest customers placing the calls are physically located. The Parties' interconnection facilities have carried such traffic for years, and nothing in the Interconnection Agreement excludes this type of traffic from being exchanged over LIS facilities. To the contrary, calls between two parties with telephone numbers rated in the same local calling area are local calls under standard industry practice and under the language of the Interconnection Agreement.

9. Payments Being Withheld. In response to Qwest's refusal to pay for its share of the costs of interconnection, NTI has refused to pay Qwest for circuits used as LIS facilities pending resolution of the parties' dispute. NTI has deposited the disputed amounts into an escrow account, and continues to submit disputed amounts on a monthly basis until the Commission resolves the dispute.

CAUSES OF ACTION

10. Breach of Interconnection Agreement. Section (C)2.3.2.3 of the Interconnection

Agreement requires the Parties to compensate each other for their proportionate usage of interconnection facilities. Qwest has refused to pay for any portion of those facilities. Accordingly, Qwest is in breach of the Interconnection Agreement.

11. Violation of Federal Law. Section 251(c)(2) requires Qwest to provide interconnection with NTI's network "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory." Federal Communications Commission rule 51.709 more specifically states, "The rate of a carrier providing transmission facilities dedicated to the transmission of traffic between two carriers' networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier to send traffic that will terminate on the providing carrier's network." Qwest refuses to pay any proportion of the costs of the facilities dedicated to the transmission of traffic between NTI's and Qwest's networks. Accordingly, Qwest is in violation of federal law.

12. Violation of Washington Law. RCW 80.36.170 provides in relevant part, "No telecommunications company shall make or give any undue or unreasonable preference or advantage to any person, corporation or locality, or subject any particular person, corporation or locality to any undue or unreasonable prejudice or disadvantage in any respect whatsoever." Qwest refuses to pay for interconnection facilities that it uses to deliver traffic to NTI for termination, subjecting NTI to undue or unreasonable prejudice or disadvantage. Accordingly, Qwest is in violation of Washington law.

PRAYER FOR RELIEF

WHEREFORE, NTI prays for the following relief:

- A.. An order from the Commission requiring that Qwest comply with the Interconnection Agreement and federal and state law by compensating NTI for Qwest's relative use of the facilities the parties use to exchange traffic under the Interconnection Agreement; and
- B. Such other or further relief as the Commission finds fair, just and reasonable.

DATED this 6th day of September, 2005.

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By _____
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