

**BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

QWEST CORPORATION,

Complainant,

v.

LEVEL 3 COMMUNICATIONS LLC;)
PAC-WEST TELECOMM, INC.;)
NORTHWEST TELEPHONE INC.;)
TCG-SEATTLE; ELECTRIC)
LIGHTWAVE, INC; ADVANCED)
TELECOM GROUP, INC. D/B/A)
ESCELOON TELECOM, INC.;)
FOCAL COMMUNICATIONS)
CORPORATION; GLOBAL CROSSING)
LOCAL SERVICES, INC; AND, MCI)
WORLD COM COMMUNICATIONS,)
INC.)
Respondents.)

DOCKET NO. UT -063038

ANSWER OF ELECTRIC
LIGHTWAVE, LLC

Pursuant to Washington Administrative Code (WAC) 480-07-370, Electric

Lightwave, LLC (ELI) answer's Complainant's Complaint as follows:

1. ELI's attorney and authorized representative in this proceeding are:

Charles L. Best
Associate General Counsel
Electric Lightwave, LLC
4400 NE 77th Ave
Vancouver, WA 98662
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2. ELI admits the allegations in Paragraph 4 of the Complaint.
3. ELI believes the allegations in Paragraphs 5 through 8 of the Complaint are true but are irrelevant except as to the extent they apply to ELI.
4. Admits the allegations in Paragraph 9 to the extent the Complaint deals with intrastate calls.
5. Admits the allegations in Paragraph 10.
6. Admits the allegations in Paragraph 11.
7. Denies the allegations in Paragraph 12
8. Admits Qwest's definition of local traffic in Paragraph 13 is generally accurate but that the Commission should use the definitions found in WAC 480-120-021. Denies that customers always have unlimited local calling.
9. Denies the definition of "interexchange (toll) traffic" in Paragraph 14 is correct or consistent with the Commission's definitions in WAC 480-120-021.
10. Denies the definitions in Paragraph 15 are correct or consistent with the Commission's definitions in WAC 480-120-021.
11. Denies the allegations in Paragraph 16.
12. Admits that ELI uses its own Foreign Exchange Service (FX) to allow end users to make what appear to be local calls. Denies the remainder of Paragraph 17.
13. Denies the allegations in Paragraph 18
14. ELI is without knowledge or information sufficient to form a belief as to the manner in which Qwest provides its FX service or whether Qwest is unable to offer the service for free. Therefore, ELI denies the allegations in Paragraph 19.

15. Denies the allegations in Paragraph 20.
16. With respect to Paragraph 21, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
17. Admits ELI may lawfully offer its end users the ability to receive calls from throughout the State of Washington so that the calling party would not be charged a toll call. Denies the remainder of Paragraph 22.
18. With respect to Paragraph 23, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
19. Admits the allegations in Paragraph 24.
20. Admits that the Commission has accepted Qwest's tariffs but denies that ELI is bound by those tariffs or the definitions therein. Denies the remainder of Paragraph 25.
21. With respect to Paragraph 26, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
22. Admits that RCW 80.26.080 is accurately quoted in Paragraph 27.
23. Denies the allegations in Paragraph 28.
24. With respect to Paragraph 29, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
25. Admits that RCW 80.36.140 is accurately quoted in Paragraph 30.
26. Denies the allegations in Paragraph 31.
27. With respect to Paragraph 32, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.

28. Admits that RCW 80.36.160 is accurately quoted in Paragraph 33.
29. Denies the allegations in Paragraph 34.
30. With respect to Paragraph 35, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
31. Admits that RCW 80.36.170 is accurately quoted in Paragraph 36.
32. Denies the allegations in Paragraph 37.
33. With respect to Paragraph 38, ELI admits and denies the allegations contained in Paragraphs 4-20 as previously stated.
34. ELI is without sufficient knowledge or information to form a belief as to the nature or contents of the Commission policy referenced in Paragraph 39 and therefore denies the allegations.
35. Denies the allegations in Paragraph 40.
36. Denies each and every other allegation in Complainant's Complaint unless specifically admitted in this Answer.

AFFIRMATIVE DEFENSES

Failure to State a Claim

37. For its First Affirmative Defense, ELI alleges that Complainant has failed to state a claim upon which relief may be granted.

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WHEREFORE, ELI having fully answered Complainant's complaint, asks the Commission to dismiss the complaints and issue an order approving the manner in which ELI provides its FX service.

Dated this 15th day of June, 2006.

By: 
Charles L. Best
Attorney for Electric Lightwave, LLC
WEB No. 31943