

JUDITH A. ENDEJAN
206.340.9694
jendejan@grahamdunn.com

September 17, 2007

Via FedEx and E-Mail (dmoss@utc.wa.gov)

Administrative Law Judge Dennis Moss
Washington Utilities and Transportation Commission
P.O. Box 47250
1300 S. Evergreen Park Dr. SW
Olympia, WA 98504-7250

**Re: *In The Matter TSS Digital Services, Inc. Petition*
Docket UT-073042**

RECEIVED
07 SEP 18 AM 9:21
OFFICE OF THE ADMINISTRATIVE LAW JUDGE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Dear Judge Moss:

Pursuant to Order No. 01 in the above-entitled case, the Petitioner, TSS Digital Services, Inc. ("TSS"), hereby submits its Pre-Mediation Statement for the mediation scheduled for September 24, 2007.

TSS claims that Qwest Corporation ("Qwest") breached its interconnection agreement with TSS. The factual background for each of the four (4) claims against Qwest is as follows:

I. TRRO DISPUTE

On September 23, 2005, TSS and Qwest amended their underlying interconnection agreement ("ICA") due to Triennial Review Order and Triennial Review Remand Order ("TRO/TRRO Amendment") from the Federal Communications Commission ("FCC"). This Amendment was to govern the implementation of the TRO/TRRO, which revised Qwest's obligation to provide unbundled network element offerings ("UNEs") in non-impaired wire centers. As a result of the TRO/TRRO, Qwest could charge tariffed retail rates, rather than wholesale rates for these UNEs. As a competitive local exchange carrier ("CLEC"), TSS had ordered Qwest UNEs, but TSS did not know which ones would be converted to tariffed services. The TRO/TRRO Amendment required Qwest to work with TSS to identify those facilities ordered by TSS that would be converted to tariffed offerings¹.

¹ §§3.1.1.2, 3.1.2.2, 4.1.1.2, 5.1.1.3, 5.1.3.1.

Pier 70
2801 Alaskan Way ~ Suite 300
Seattle WA 98121-1128
Tel 206.624.8300
Fax 206.340.9599
www.grahamdunn.com

SEATTLE ~ PORTLAND

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At no time prior to February 20, 2007 did Qwest provide information to TSS that would have advised it that the facilities at issue in this case (the first claim) were going to be converted from UNEs to tariffed offerings.

Qwest violated the ICA, as amended because it did not work with TSS to identify all of the facilities to be converted. Qwest contends that a November 16, 2005 e-mail from Amanda Evans, the Qwest wholesale account representative for TSS, satisfied its obligation to “work with” TSS to identify **all** facilities that would be converted. (attachment 1, p. 1 to Answer of Qwest). However, Tom Ellis, the head of TSS, would refute this, if this case were to proceed, by testifying to the following facts:

- The November 16, 2005 e-mail was sent by Ms. Evans to Linda Farr, a clerical employee of TSS. She did not have any responsibility for the TSS-Qwest ICA, which was always handled by Mr. Ellis and she would have directed any Qwest communication on this topic to him;
- On the very next day, November 17, 2005, Ms. Evans sent Mr. Ellis an e-mail regarding the “TRO Amendment,” promising him a “tracking spreadsheet” to allow him to identify CLEC circuits impacted by the TRO transaction (attachment 1, pg. 2 to Answer of Qwest). This was never provided to Mr. Ellis. Ms. Evans never mentioned setting up a meeting with Mr. Ellis or told him that she had sent an e-mail to Linda Farr to request one.
- Mr. Ellis had several phone conversations with Ms. Evans during November and December of 2005 during which they discussed other TSS facilities that would be impacted – but not the two SS7 signaling links and two DS-1 circuits. She never mentioned the foregoing circuits to Mr. Ellis. Mr. Ellis went through the conversion process for two unbundled dark fiber circuits and would have gone through a conversion process for the other impacted facilities, had he known about them. Mr. Ellis examined the TSS phone records for the fall of 2005, which show that TSS called Ms. Evans’ number over 80 times and that she called TSS less than 15 times.
- On December 16, 2005 Mr. Ellis sent Ms. Evans an e-mail, stating “I need to know about the TRRO and the DS1 that we need to convert, if any, also what is going on with the UDF part of the conversions ?” (Exhibit A hereto)

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Again, Ms. Evans did not respond to this December 16, 2005 e-mail to tell him about the two SS7 signaling links and two DS-1 circuits at issue in this case, or to discuss any failure on Mr. Ellis' part to set up a meeting.²

- Qwest continued to bill TSS at the UNE wholesale rate for the two SS7 signaling links and two DS-1 circuits at issue for 16 months until February 20, 2007. These charges were paid by TSS. Therefore, based upon the bills Mr. Ellis could not have possibly known that these circuits had been converted to tariffed rates until he was charged those rates, given the lack of other information provided by Qwest.
- When Mr. Ellis received the February 2007 bill in the mail he e-mailed Ms. Evans, protesting her failure to notify TSS in November of 2005 that the facilities would be converted. He asked her to tell him the options he then had available to convert the SS7/DS 1 facilities. A chain of e-mail correspondence between Ms. Evans and Mr. Ellis ensued over the next few weeks (Exhibit C hereto). Mr. Ellis asked many specific questions about options, which received either non-responsive or incomplete answers. In an April 3, 2007 e-mail Mr. Ellis asked her questions about possible options, noting "We should have gone through this in November 2005. So now is the time to get this done." Ms. Evans' only curt reply was "all of the work has already been done." Mr. Ellis never did get an answer to his three technical questions to enable him to convert the impacted facilities. TSS is currently in the process of working through conversion options – without Qwest's assistance.
- TSS protested the two bills, totaling \$33,556, internally within Qwest but received no recourse. The dispute process took several weeks. Ellis then decided to petition the WUTC for enforcement of the ICA, which would have had jurisdiction as long as the facilities were in use and covered by the ICA. Had they been disconnected, Mr. Ellis would have had to raise his ICA claims in a civil collection action.

The foregoing facts hardly demonstrate that Qwest "worked with" TSS to identify impacted facilities. Qwest had the superior knowledge of *its* facilities, which it did not share with TSS. For instance, Qwest promised TSS a spreadsheet of impacted facilities that was never sent. Yet

² Ms. Evans knew she was obligated to discuss the conversion of UNE SS7 and links with Mr. Ellis because she was told to do so by Don Lewis, her Qwest superior, in an e-mail dated November 16, 2005. She inadvertently sent this e-mail to Mr. Ellis on March 17, 2007 after he discovered the billing problem but she tried to recall it. (Exhibit B hereto).

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Qwest blames TSS for its lack of knowledge, arguing that TSS failed to set up a meeting when Qwest requested one by sending an e-mail to the wrong person. However, this argument is specious because Qwest never followed up when it had numerous opportunities to do so in e-mails and phone conversations during November and December of 2005 that involved TSS facilities. Qwest simply failed to bring up the two SS7 A-links and DS-1's, even when Mr. Ellis specifically asked about what needed to be done for conversion in an e-mail to Ms. Evans on December 16, 2006.

The e-mails of March/April 2007 further demonstrate the inept communication style of Qwest, which probably occurred during the conversion process in the fall of 2005 as well. These 2007 e-mails show that TSS genuinely did not know about the conversion prior to February 2007 and that Qwest was less than forthcoming about its role in failing to provide this knowledge. They show how difficult it was to get answers from Qwest, further demonstrating Qwest's lack of cooperation during the transition process. This lack of cooperation is the essence of Qwest's ICA breach of its obligation to "work with" TSS to identify impacted accounts. Because Qwest had the superior knowledge of its facilities it had a superior responsibility to its customers to advise them of significant changes in Qwest's service offerings due to the TRO/TRRO. Qwest simply dropped the ball and TSS should not have to be the victim of Qwest carelessness.

Qwest further violated the ICA by back-billing TSS the full tariffed rates for 16 months, when it had been billing TSS the UNE rates on a monthly basis. Section 26.4.3 of the ICA (Exhibit D hereto) requires Qwest to submit monthly bills to TSS no later than 60 days after the month in which service is provided. If Qwest sent the wrong bills to TSS during those 16 months, that is Qwest's problem. It cannot now submit a bill for the same service at a different rate for services provided more than 60 days prior to the bill.

TSS seeks, as a remedy for Qwest's breach of its ICA obligation, to be placed in the same position as if the agreement had not been breached. Namely, TSS had no obligation to transition SS7 links and DS1 circuit until those facilities had been identified as being impacted, and it then had 90 days within which to convert. This identification did not occur until the February 2007 bill. TSS then had to go through the dispute resolution process with Qwest and in TSS' view the 90 day clock hasn't started yet. Furthermore, Qwest no lawful authority to back bill for the difference between UNE rates and tariff rates back to November 2005. TSS paid Qwest for UNEs during this time period and should not be responsible for the higher tariff rates in light of Qwest's breach.

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II. QWEST'S FAILURE TO CREDIT

The second dispute arises over Qwest's failure to give promised credit for another billing error that was part of a separate settlement agreement. As demonstrated by Attachment C to the Declaration of Tom Ellis in Support of the Petition for Enforcement, Qwest was to "fully credit customer for all outstanding charges related to the collocation dispute." This settlement agreement arose out of a dispute regarding the propriety of certain Qwest nonrecurring charges related to the 2000 installation of collocation equipment in Qwest's Aberdeen, Washington wire center. The parties had extensive settlement negotiations resulting in an agreement by TSS to pay \$7,916 of the \$23,984.99 disputed nonrecurring charge. Qwest agreed to credit TSS for overcharging it for the power cable installed. TSS had been billed 154 feet of power cable when in fact 91 feet was installed. During settlement negotiations, Qwest agreed to credit TSS for the overcharge which amounted to \$5,840.72. By November 2005, however, this credit was not applied to a TSS bill. Counsel for TSS asked Qwest for a spreadsheet reflecting the payment history and documentation that a credit of \$5,840.72 had been made. (Exhibit E hereto) This was not forthcoming.

TSS continues to be billed for the difference between the settlement amount and the amount paid by TSS to reflect the credit for the overcharges. TSS should not be responsible for this credit, given the terms of the settlement agreement.³

III. NONRECURRING CHARGE DISPUTE

In August 2004, TSS ordered an unbundled dark fiber service from Qwest at the Olympia central office. It was not immediately utilized. When TSS went to utilize the dark fiber, it discovered that Qwest had erroneously removed the circuit that it had installed for TSS. Qwest did restore the circuit, but charged TSS an installation fee of \$1,384.05. This far exceeded the installation fee that would have applied at the time of initial order of \$582.35. (Exhibit F hereto)

IV. DEPOSIT ISSUE

During an audit of the services provided by Qwest to TSS, a \$900 deposit that was paid in December 2000 was discovered for a discontinued circuit (206Z22-0423755). Qwest refused to

³ Qwest may argue that the relief sought for the second, third and fourth claim are not appropriate in an ICA enforcement action. The Commission has treated disputes such as this as if they were embodied in a complaint that was contained in a petition for enforcement. See *Eschelon Telecom of Washington, Inc. v. Qwest Corporation*, 2004 Westlaw 601802 (WASH UTC) 2004

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return the deposit claiming it could retain this deposit "when there are other accounts that have past due balances." Nothing in the ICA provides authority for Qwest to apply this deposit to "past due balances." Indeed, §26.4.4. of the ICA allows Qwest to demand a deposit only as "security for the payment of charges." TSS has provided Qwest with a deposit of \$7,300, and was told that this would be the entire required deposit. By withholding the \$900 in question, Qwest has increased the stated deposit amount, or erroneously applied for payment of charges without ICA authority or erroneously holds it as security for the payment of charges for disconnected services. TSS is entitled to have this deposit returned immediately.

TSS appreciates the services of the Commission in helping to mediate and looks forward to achieving a reasonable resolution to the parties' differences.

Thank you.

Very truly yours,

GRAHAM & DUNN PC



Judith A. Endejan

JAE/kac

Enclosures

cc: Thomas D. Ellis, TSS Digital Services, Inc. (w/ encls)
Lisa Anderl, Esq. (w/ encls.)

m27361-935009_2.doc

EXHIBIT A

Tom Ellis

From: Tom Ellis [tellis@tssdigital.com]
Sent: Monday, December 16, 2005 7:15AM
To: 'Evans, Amanda'
Subject: RE: TRRO Conversions

Mandi:

I Need to know about the TRRO and the DS1 that we need to convert if any also what is going on with the UDF part of the Conversions?

Tom Ellis
TSS Digital

--
No virus found in this incoming message.
Checked by AVG Free Edition.
Version: 7.1.371 / Virus Database: 267.14.1/206 - Release Date: 12/16/2005

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EXHIBIT B

Tom Ellis

From: Evans, Amanda [Amanda.Evans@qwest.com]
Sent: Thursday, March 15, 2007 2:28 PM
To: tellis@tssdigital.com
Cc: Evans, Amanda
Subject: Recall: SS7

Expires: Saturday, March 17, 2007 2:28 PM

Evans, Amanda would like to recall the message, "SS7".

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

--

No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.11/722 - Release Date: 3/14/2007 3:38 PM

From: Lewis, Don
Sent: Wednesday, November 16, 2005 9:18 AM
To: Evans, Amanda
Cc: Smith, Barbara; Olsen, Linda Kae
Subject: TSS TRRO

TSS Digital recently signed the TRO amendment. This withdraws their ability to continue with UNE SS7 effective 11/16/05. You should schedule a call with a representative of the customer, and Barbara Smith in the SDC and myself to discuss the transition. They have a set of A links in WA that will need to be converted to tariff with the above effective date.

"The future ain't what it used to be." Yogi Berra

Don Lewis
Qwest Services Corporation
Product Manager - Signaling (SS7)
& Database (8XX, CNAM, LIDB)
Voice - 303.965.8001
Fax - 303.896.3300
Email - don.lewis2@qwest.com

EXHIBIT C

Tom Ellis

From: Evans, Amanda [Amanda.Evans@qwest.com]
Sent: Thursday, April 05, 2007 8:57 AM
To: tellis@tssdigital.com
Cc: Gilbert, Sue; Minor, Cindy; Lewis, Don
Subject: RE:

Tom,
After you have provided what ever information you feel necessary to billing, as requested by them, Qwest will review and then put together a meeting to further discuss this issue.

Thanks,
Mandi Evans
Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [mailto:tellis@tssdigital.com]
Sent: Thursday, April 05, 2007 6:50 AM
To: Evans, Amanda
Subject: RE:

Mandi:

I need you to address the Questions. Or let me know how in Qwest can help us fix this problem.

Thanks

Tom Ellis

From: Evans, Amanda [mailto:Amanda.Evans@qwest.com]
Sent: Wednesday, April 04, 2007 2:58 PM
To: tellis@tssdigital.com
Cc: Eng@tssdigital.com
Subject: RE:

Tom,

All of the work has already been done.

Thanks,
Mandi Evans
Service Manager
Wholesale Markets

8/29/2007

801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [<mailto:tellis@tssdigital.com>]
Sent: Tuesday, April 03, 2007 5:11 PM
To: Evans, Amanda
Cc: Eng@tssdigital.com
Subject:

Amanda:

I have been looking for a replay from you about the SS7 links and the STP Ports.

We need to get this converted over to something.

I will need to know by tomorrow so we can get some ASR in.

Questions:

1. Can we replace the DS1 from Olympia to the STP's STTLWA0399W and STTLWA0699W with DS0 UDIT ?
2. Looking thru Qwest web site it looks like Qwest has STP ports on an unbundled thru the ICA is that true?
3. What are the options for the transport to the STP?

We should have gone thru this in Nov 05. ~~So now is the time to get this done.~~

Thanks

Tom Ellis CTO
TSS Digital Services

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.25/743 - Release Date: 4/2/2007 4:24 PM

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No virus found in this incoming message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.25/745 - Release Date: 4/3/2007 12:48 PM

8/29/2007

Tom Ellis

From: Tom Ellis [tellis@tssdigital.com]

Sent: Tuesday, April 03, 2007 4:11 PM

To: Evans, Amanda

Cc: 'Eng@tssdigital.com'

Amanda:

I have been looking for a replay from you about the SS7 links and the STP Ports.

We need to get this converted over to something.

I will need to know by tomorrow so we can get some ASR in.

Questions:

1. Can we replace the DS1 from Olympia to the STP's STTLWA0399W and STTLWA0699W with DS0 UDIT ?
2. Looking thru Qwest web site it looks like Qwest has STP ports on an unbundled thru the ICA is that true?
3. What are the options for the transport to the STP?

We should have gone thru this in Nov 05. So now is the time to get this done.

Thanks

Tom Ellis CTO
TSS Digital Services

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.25/743 - Release Date: 4/2/2007 4:24 PM

8/29/2007

Tom Ellis

From: Evans, Amanda [Amanda.Evans@qwest.com]
Sent: Tuesday, March 20, 2007 2:20 PM
To: tellis@tssdigital.com
Subject: RE: SS7

Tom,

I apologize for the delay in getting back to you on this. I am working with our product and process teams to get some accurate answers and will get back with you ASAP. Thank you for your patience.

Thanks,

Mandi Evans

Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [mailto:tellis@tssdigital.com]
Sent: Sunday, March 18, 2007 11:42 AM
To: Evans, Amanda
Cc: Eng@tssdigital.com
Subject: RE: SS7

Mandi:

What I have been asking for is for you to do your job. The help to convert the circuits that the TRRO mandates to be converted to something. You are the person in Qwest per the ICA to help us I.D and change the circuits. What has happen is that SS7 STP and the UDITs should have been given to us as Circuits that needed to be converted in Nov 05. We are trying to do now, what should have been done then.

We were not given any lists that showed that the DS1 from Olympia and the SS7 switches would have to be converted. As for the POM the how did the intrastate get to 100% the form I E-mail you showed it at 98% and the interstate a 2%.

Does Qwest have an Unbundled SS7? It does show that in the link you E-mailed me. SS7 v11.0 dated 9/06.

Also in the TRRO we can not have DS1 UDIT between two tier 1 offices. The SGAT shows DS0 UDITs. Can we have DS0 UDITS between two Tier 1 Offices?

Yes Qwest converted the SS7 to new BANS. But that would not be the way that TSS would have done it. If we had known that the SS7 and the UDITS needed to be converted in Nov 05 we would have done it within the 90 days set in the TRRO. No reason not to.

So let's just get this done.

8/29/2007

Thanks

Tom Ellis CTO
TSS Digital Services Inc

From: Evans, Amanda [mailto:Amanda.Evans@qwest.com]
Sent: Friday, March 16, 2007 11:35 AM
To: tellis@tssdigital.com
Subject: RE: SS7

Tom,

I see that Qwest does have a new BAN for TSS that bills from the tariff (which is what TRRO allows). TSS submitted the POM form 12/15/06, you've done what needed to be done.

So I must admit, I don't know what you are asking. The quote from the contract or agreement indicates TSS has 3 options, and one of them is to order from Qwest's tariff. Can you please clarify what your question is as TSS does have a tariff account?

Thanks,

Mandi Evans
Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [mailto:tellis@tssdigital.com]
Sent: Friday, March 16, 2007 6:44 AM
To: Evans, Amanda
Subject: RE: SS7

Mandi:

I see the E-mail. We at TSS never got a copy of this email or letter about converting the SS7. I have E-mail asking about the DS1 that we may have to convert.

Why would we not convert the SS7 if we were info that it needed to be converted?

The attach E-mail form Don Lewis goes to everyone by TSS. I have looked back in our E-mail and have not found any E-mail from you or anyone in Qwest about converting the SS7 STP and the UDIT

Form Olympia to Seattle for the SS7 ports.

Tom Ellis CTO
TSS Digital Services

8/29/2007

Tom Ellis

From: Tom Ellis [tellis@tssdigital.com]

Sent: Friday, March 16, 2007 6:08 AM

To: Evans, Amanda

Cc: 'Eng@tssdigital.com'

Mandi:

I just pulled the TRRO and it states that Qwest has other products or services available to convert to. What are they?

I would like to know the person to talk to about B-Links for our STP to yours. Also we need to get this done. So your help we be needed

Can we convert the UDIT (DS1) from Olympia C.O OLYMWA02 to the two STP Seattle 03 and 06. To DS0 from our Mux in OLYMWA02?

This would be DS0 UDIT. Connecting two tier 1 offices. We need your help in doing this. So can you get me a list CLEC in the two C.O STTLWA069

And STTLWA039 that are Collocation in those office. So if we need to get transport to Olympia.

We will be putting ASR in to remove or convert the UDIT's to something. Do you have any suggestion what we can do?

Thanks

Tom Ellis

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.11/723 - Release Date: 3/15/2007 11:27 AM

8/29/2007

Tom Ellis

From: Tom Ellis [tellis@tssdigital.com]

Sent: Thursday, March 15, 2007 2:42 PM

To: Evans, Amanda

Amanda:

Can you point me to the person in Qwest that we can talk about SS7 B-Links.

Tom Ellis

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.11/722 - Release Date: 3/14/2007 3:38 PM

From: Evans, Amanda [mailto:Amanda.Evans@qwest.com]
Sent: Thursday, March 15, 2007 2:23 PM
To: tellis@tssdigital.com
Cc: Evans, Amanda
Subject: RE: SS7
Importance: High

Tom,

You may choose any outside vendor you wish. I was able to find the attached email which advises TSS to arrange a call in order to discuss your options. I do not see that call was ever scheduled by TSS. When TSS Digital signed the TRRO the ability to continue with UNE SS7 was withdrawn effective 11/16/05.

Please let me know what further questions or concerns you might have.

Thanks,

Mandi Evans
Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [mailto:tellis@tssdigital.com]
Sent: Wednesday, March 14, 2007 5:25 PM
To: Evans, Amanda
Subject: RE: SS7

Mandi Evans:

Who is the outside vendor? And why was this information not given to us back at the time of the TRRO signing. So what you are saying is that Qwest is not going to offer SS7?

Tom Ellis

From: Evans, Amanda [mailto:Amanda.Evans@qwest.com]
Sent: Wednesday, March 14, 2007 1:21 PM
To: tellis@tssdigital.com
Cc: eng@tssdigital.com
Subject: RE: SS7

Tom,

8/29/2007

Tom Ellis

From: Evans, Amanda [Amanda.Evans@qwest.com]
Sent: Wednesday, March 14, 2007 12:35 PM
To: tellis@tssdigital.com
Cc: Eng@tssdigital.com
Subject: RE: Respond to last E-mail

I apologize for the delay, I will get back with you shortly.

Thanks,

Mandi Evans

Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [mailto:tellis@tssdigital.com]
Sent: Tuesday, March 13, 2007 9:04 AM
To: Evans, Amanda
Cc: Eng@tssdigital.com
Subject: Respond to last E-mail

Amanda Evans,

I would like a respond to the E-mail on 3-7-07 About the TRRO conversion. Of the SS7 network.

Thanks

Thomas Ellis CTO
TSS Digital Services

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

--

No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.10/720 - Release Date: 3/12/2007 7:19 PM

8/29/2007

Tom Ellis

From: Tom Ellis [tellis@tssdigital.com]
Sent: Tuesday, March 13, 2007 7:04 AM
To: Evans, Amanda
Cc: 'Eng@tssdigital.com'
Subject: Respond to last E-mail

Amanda Evans,

I would like a respond to the E-mail on 3-7-07 About the TRRO conversion. Of the SS7 network.

Thanks

Thomas Ellis CTO
TSS Digital Services

--

No virus found in this outgoing message.
Checked by AVG Free Edition.

Version: 7.5.446 / Virus Database: 268.18.10/720 - Release Date: 3/12/2007 7:19 PM

8/29/2007

You may obtain interconnection to Qwest's CCSAC/SS7 Unbundled service by self-provisioning, from an outside vendor of your choice, purchased as a Private Line from the appropriate tariff or purchased an unbundled transport from your existing Interconnection Agreement.

Please see the Qwest Wholesale website @ <http://www.qwest.com/wholesale/pcat/unccsacss7.html> for further information as well here is the link for the non-impaired offices <http://www.qwest.com/wholesale/clecs/sgatswireline.html#nonimp>

Let me know if you have further questions.

Thanks,

Mandi Evans

Service Manager
Wholesale Markets
801-239-4286 desk
801-239-4070 fax
amanda.evans@qwest.com

Find your Qwest Contacts here: <http://www.qwest.com/wholesale/ccdb>

Wholesale Customer Service WEB Site: <http://www.qwest.com/wholesale/customerService/index.html>

From: Tom Ellis [<mailto:tellis@tssdigital.com>]
Sent: Thursday, March 08, 2007 10:06 AM
To: Evans, Amanda
Cc: eng@tssdigital.com
Subject: SS7

Amanda Evans,

It has come to my attention the not all of the TRRO conversion that we need to do have been done. In point the SS7. Back in Nov of 05 we started the TRRO conversion after we sign the TRRO interconnect agreement. We had asked what our option on SS7 was and the pricing if we were to say as is. Also about the DS1 in the non-paired offices. What the new cost would be. You said that you would let us know the cost and also what was offered as a conversion option would be.

We now know what the cost will be. I need to know what the options are in converting the SS7 and the DS1 availability in all of the offices we are colo.

If you could let me know ASAP. We need to get this done.

Thanks

Thomas Ellis CTO
TSS Digital Services

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8/29/2007

EXHIBIT D

26.4 Payment

- 26.4.1 Amounts payable under this Agreement are due and payable within thirty (30) days after the date of invoice.
- 26.4.2 Except as specified in the Resale section of this Agreement or elsewhere in this Agreement, any amount due and not paid by the due date stated above shall be subject to a late charge equal to either i) 0.03 percent per day compounded daily for the number of calendar days from the payment due date to and including, the date of payment, that would result in an annual percentage rate of 12% or ii) the highest lawful rate, whichever is less. If late payment charges for services are not permitted by local jurisdiction, this provision shall not apply.
- 26.4.3 Accept for bills submitted by USWC to TSS pursuant to Section 4.1, or as otherwise ordered by the Commission with respect to rates and charges, USWC shall submit monthly bills to TSS no later than 60 days after the month in which service is provided. TSS shall not be responsible for paying untimely bills. Should TSS dispute any portion of the monthly billing under this Agreement, TSS will notify USWC in writing within thirty (30) days of the receipt of such billing, identifying the amount and details of such dispute. Both TSS and USWC agree to expedite the investigation of any disputed amounts in an effort to resolve and settle the dispute prior to initiating any other rights or remedies. TSS shall notify USWC in the event that it does not receive a bill from USWC within 45 days of ordering the Service.
- 26.4.4 If TSS is repeatedly delinquent in making its payments, USWC may, in its sole discretion, require a deposit to be held as security for the payment of charges. "Repeatedly delinquent" means being thirty (30) days or more delinquent for three (3) consecutive months. The deposit may not exceed the estimated total monthly charges for a two (2) month period. The deposit may be a cash deposit, a letter of credit with terms and conditions acceptable to USWC in its sole discretion, or some other form of mutually acceptable security.
- 26.4.5 Interest will be paid on cash deposits at the rate applying to deposits under applicable Commission rules, regulations, or Tariffs. Cash deposits and accrued interest will be credited to TSS' account or refunded, as appropriate, upon the earlier of the termination of this Agreement or one full year of timely payments in full by TSS. The fact that a deposit has been made does not relieve TSS from any requirements of this Agreement.

EXHIBIT E

Based on your Interconnection Agreement for UDF-IOF

	Recurring	Nonrecurring
* Initial Inquiry (IRI)		\$203.15
* Order Charge per 1st pair or Strand/Route/Order (UDF Loop rate)		\$355.94
* Fiber terminations at Qwest wire center (UDF-IOF rate), 4 @ \$6.16 per pair	\$24.64	
* Fiber cross connects at Qwest wire centers (UDF-IOF rate) 2 @ \$3.42 per pair	\$6.84	\$11.63
* Fiber transport, 6 miles @ \$53.14 per mile, per pair	\$318.84	
* UDF Loop Charge, per pair	\$95.01	
* Fiber termination at customer premises (UDF-Loop rate) 3 @ \$4.88	\$14.64	
* Fiber cross connects at customer premises (UDF-Loop rate) 2 @ \$3.42	\$6.84	\$11.63
* Estimated Totals:	\$466.81	\$582.35

*The estimated rates identified above are based on preliminary design information available for a combination request of UDF IOF and UDF LOOP.

Please feel free to contact me if you should have any questions.

Judy Lewis
206-345-5003

NRC
1582³⁵

~~9103~~ + 3050
933⁶² →

300
2100

6 x 800

July 15, 2004

Tom Ellis
TSS Digital Services, Inc.
525 Columbia St. NW, # 205
Olympia, WA 98501

Dear Mr. Ellis
B4WD138 SR

Qwest has reviewed your request for unbundled dark fiber (UDF) to connect from the OLYMWA02 central office to a location at 4224 6th Ave. SE, served by the Lacey, WA central office. Because the Olympia central office and the end user premises location are served by different wire centers, this request requires both UDF loop and UDF transport. This request is considered a combination of the Qwest unbundled network elements UDF-Loop and UDF-IOF.

Qwest does have spare UDF from the OLYMWA02 central office to the address of 4224 6th Ave SE.

If you proceed with ordering this combination UDF IOF and UDF-Loop, all requirements identified in the UDF PCAT and on the UDF Provisioning Order will apply, such as Collocation or other technically feasible means of demarcation, prepayment of the IRI fee, and one-half of non-recurring charges before the service will be provisioned.

Rates for the combination UDF-IOF and UDF-Loop between OLYMWA02 and 4224 6th Ave SE are attached to this request.

Please contact either myself at 206-345-5003 or Susan Griffeth at 801-239-4244 with any questions.

Judy Lewis
Qwest Wholesale Markets

(208) 385-2217

Qwest ²

UNBUNDLED DARK FIBER

BAN:

Standard Request

Specify type under Complex or Simple in the Standard Request Section

Special Request

CLEC must also submit a Special Request form with this IRI.

INITIAL RECORD INQUIRY(IRI):

Each Section must be answered, failure to do so will result in a delay and the form may need to be resubmitted. One route (CCLI location A to CCLI location Z) allowed per inquiry form. This is a records check which is valid for ninety (90) calendar days. This does not guarantee that spare facilities actually exist.

CLEC SECTION

(COMPLETED BY CLEC)

CLEC: TSS DIGITAL SERVICES INC Date Submitted: 06/25/04 5 day or 10 day 15 day
 Contact Name: THOMAS ELLIS ACNA: SSG Response Date: _____
 Telephone #: 360-915-1000 Fax: 360-943-4269
 Billing Contact: TOM ELLIS Email: TELLIS@TSSDIGITAL.COM
 Billing Address: 525 COLUMBIA ST NW #205 City: OLYMPIA State: WA ZIP: 98501
 Date of Interconnection Agreement: 5/1/2000 Contract #: CDS-000524-0123/C

Does the contract include pair reservation? Yes No If Yes, Is reservation requested: Yes No

Length of Reservation Requested: 30 60 90 **Calendar Days** or 6 Months with no collocation.

NOTE: Qwest will initiate recurring billing as of the reservation effective date. Qwest will discontinue the reservation and stop the billing on the first day following the expiration of the reservation period, if you have not extended your reservation or requested the fiber to be provisioned. To request an extension of a 6 Month reservation, a Collocation Application must be on file.

Remarks:

Unbundled Dark Fiber Standard Request Section

(Completed by CLEC)

Number & Type of Fibers Requested: Strand _ Pair 1 Total Fibers requested 2

Single Mode Multi Mode

Complex Request

IOF Splice Point *

Loop Structure

Loop Splice Point *

Sub-Loop*

IOF - Loop Premises Combination

Simple Request

IOF

Loop Premises

E-UDF**

** E-UDF is not available in Arizona or Colorado **

*** Important - a labeled map or drawing is required when IOF Splice Point, Loop Splice Point or Sub-Loop is selected.**

Location A CCLI: OLYMWA02 Location Z CCLI: LACYWAAMH01

Street Address: 714 WASHINGTON ST NE Street Address: 4224 6th AVE SE

City, State: OLYMPIA, WA City, State: LACEY, WA

Remarks:

Date Received: _____

IOF Planning Engineer: _____

CP Engineer: _____

Date Returned to CPMC: _____

Qwest Wholesale Billing Instruction

(Completed by Qwest)

Initial Inquiry(IRI) Billing: Simple or Complex \$

CLEC Instructions

Submit completed form to Qwest @ wholesale.servicesupportteam@qwest.com

EXHIBIT F

Tom Ellis

From: JEndejan@GrahamDunn.com
Sent: Wednesday, December 22, 2004 9:13 AM
To: Tom.Snyder@qwest.com
Cc: tomellis@tss.net
Subject: RE: TSS Digital

Thank you.

-----Original Message-----

From: Snyder, Tom [mailto:Tom.Snyder@qwest.com]
Sent: Wednesday, December 22, 2004 9:08 AM
To: Endejan, Judith A.
Cc: tomellis@tss.net
Subject: RE: TSS Digital

There must have been a mix-up on sending the settlement agreement. I will make sure that it gets sent to you today.

I will try to contact Anne or someone in the Billing Center, but I'm not sure anyone is around until 1/3 that might be able to send this billing statement. I'll let you know.

-----Original Message-----

From: JEndejan@GrahamDunn.com [mailto:JEndejan@GrahamDunn.com]
Sent: Tuesday, December 21, 2004 12:01 PM
To: Snyder, Tom
Cc: tomellis@tss.net
Subject: TSS Digital

Dear Tom, As I wrap up the year I would like to have the Qwest billing dispute resolved for my client, TSS Digital. As I understand it from Tom Ellis, the following has occurred. First, the HVAC system installation was not completed until some time in September based upon Mr. Ellis' on-site observations. He never received written notice of the actual completion date. Second, Mr. Ellis has asked Ms. Duin for a statement that lays out the status of the bill associated with the Collocation Project. I believe this could be done by pulling the BAN (Billing Account Number) and having a bill prepared that reflects all payments made on the bill to date, minus two credits. The first should be for \$16,068.99 per the settlement agreement. The second should be a credit of \$5,840 for the overcharges associated with billing for 154 feet of power cabling when only 91 feet was installed. According to Mr. Ellis, Qwest agrees that this he should not have been charged for 1514 feet of power cabling. Once Qwest sends a statement to Mr. Ellis that reflects the payment history and the foregoing credits, Mr. Ellis will send in the payment. Thank you for your attention to this matter and Happy Holidays!

Judy Endejan

-

P.S. We never did receive a Qwest-signed copy of the Settlement Agreement for our files. Could you please send one to me? Thank you.

Judith A. Endejan
Attorney
Graham & Dunn PC
Pier 70

3/14/2005

2801 Alaskan Way - Suite 300
Seattle, WA 98121-1128
206.340.9694
206.340.9599 fax
jendejan@grahamdunn.com
www.grahamdunn.com

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3/14/2005