

BEFORE THE WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

QWEST CORPORATION )  
 )  
 Complainant, ) DOCKET NO. UT-063038  
 )  
 v. )  
 ) **TCG SEATTLE'S ANSWER**  
 ) **TO COMPLAINT**  
 LEVEL 3 COMMUNICATIONS, LLC; )  
 PAC-WEST TELECOMM, INC.; )  
 NORTHWEST TELEPHONE INC.; )  
 TCG-SEATTLE; ELECTRIC LIGHTWAVE, INC.; )  
 ADVANCED TELCOM GROUP, INC. D/B/A )  
 ESCHELON TELECOM, INC.; FOCAL )  
 COMMUNICATIONS CORPORATION; )  
 GLOBAL CROSSING LOCAL SERVICES INC; )  
 AND, MCI WORLDCOM COMMUNICATIONS, )  
 INC. )  
 )  
 )  
 Respondents. )

TCG Seattle ("TCG") hereby submits its Answer and Affirmative Defenses to Qwest Corporation's ("Qwest") complaint submitted in the above-captioned proceeding. All pleadings, correspondence, and other communications concerning this answer should be sent to TCG Seattle at the following addresses:

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## ANSWER TO QWEST'S COMPLAINT

1. Answering paragraph 1 of the Complaint, no response is required.
2. Answering paragraph 2, no response is required.
3. Answering paragraph 3, TCG admits that Mitchell H. Menezes, AT&T Enterprise Services, Inc., Senior Attorney and Michael Hydock, AT&T Corp., Consultant were served with Qwest's complaint; TCG otherwise denies the remaining allegations in paragraph 3 (including Appendix A) on the basis of lack of sufficient information or belief.
4. Answering paragraph 4, TCG admits that Qwest holds itself out as a telecommunications company and an incumbent local exchange company that provides local exchange and other telecommunications services in the state of Washington. TCG denies all remaining allegations in paragraph 4 on the basis of lack of sufficient information or belief.
5. Answering paragraph 5, the allegation involves another party named as a respondent in the Complaint; therefore, TCG neither admits nor denies the allegation.
6. Answering paragraph 6, the allegation involves another party named as a respondent in the Complaint; therefore, TCG neither admits nor denies the allegation.
7. Answering paragraph 7, the allegation involves another party named as a respondent in the Complaint; therefore, TCG neither admits nor denies the allegation.
8. Answering paragraph 8, TCG admits that it is a certified competitive local exchange provider and an interexchange provider operating lawfully in Washington

State. With regard to the allegations as they pertain to other parties named as respondents in the Complaint, TCG neither admits nor denies the allegations.

9. Answering paragraph 9, TCG admits that the Washington Utilities and Transportation Commission (“Commission”) has jurisdiction over intrastate telecommunications services offered by both TCG and Qwest. TCG avers that RCW 80.01.040, RCW 80.04.110, and other statutes cited in the Complaint speak for themselves, and TCG denies all allegations inconsistent with those statutes.

10. Answering paragraph 10, TCG admits that the Commission issued orders in Docket Nos. UT-053036 and UT-053037 on February 10, 2006. TCG avers that those orders speak for themselves and denies any allegations inconsistent with those orders.

11. Answering paragraph 11, TCG avers that the Commission’s orders in Level 3 Communications LLC v. Qwest Corporation, Docket No. UT-053039 (“Level 3 proceeding”) speak for themselves and denies all allegations inconsistent with those orders.

12. Answering paragraph 12, TCG denies the allegations in paragraph 12 and further denies that Qwest is entitled to the relief it seeks in paragraph 12 or to any other relief.

13. Answering paragraph 13, TCG avers that Qwest’s Complaint is vague and ambiguous in many of its allegations; therefore, TCG is uncertain what types of traffic are relevant to Qwest’s complaint and on that basis denies the allegation in the first sentence of paragraph 13. TCG further avers that WAC 480-120-021 speaks for itself and denies all allegations inconsistent with WAC 480-120-021. TCG denies all remaining allegations in paragraph 13.

14. Answering paragraph 14, TCG admits that interexchange traffic originates and terminates between end-users located in different local calling areas/EAS areas, but denies that such traffic is always considered “toll” or “long distance” traffic. TCG denies all remaining allegations in paragraph 14.

15. Answering paragraph 15, TCG admits that domestic telephone numbers are displayed in the NPA NXX format (in which the NPA is the area code and the NXX is referred to in the industry as “central office code,” “exchange,” “prefix,” or simply as “NXX code”) and that the NXX code is then followed by a four-digit line number which together constitute the telephone number of the end-user’s telephone line. TCG denies all remaining allegations in paragraph 15.

16. Answering paragraph 16, with regard to allegations concerning respondents other than TCG, TCG neither admits nor denies the allegations. TCG denies all remaining allegations in paragraph 16.

17. Answering paragraph 17, TCG admits that it assigns to some of its customers telephone numbers with NXXs associated with a rate center different from the rate center nearest to the customer’s physical location. TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 17.

18. Answering paragraph 18, TCG admits that it assigns to some of its customers telephone numbers with NXXs associated with a rate center different from the rate center nearest to the customer’s physical location. TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 18.

19. Answering paragraph 19, Qwest describes a service it purportedly offers pursuant to its Exchange and Network Services Tariffs and Price Lists, Section 5.1.4. TCG avers that Section 5.1.4 of Qwest's tariff speaks for itself and denies all allegations inconsistent with Qwest's tariff. TCG denies all remaining allegations in paragraph 19 on the basis of lack of sufficient information or belief.

20. Answering paragraph 20, TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 20.

21. Answering paragraph 21, TCG reasserts its answers set forth above to paragraphs 1-20.

22. Answering paragraph 22, TCG admits that TCG can lawfully offer its end-users the ability to receive calls from throughout the state of Washington such that the calling parties would not be charged a toll charge, but denies that the Qwest services described in paragraph 22 are the exclusive means of doing so. TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 22.

23. Answering paragraph 23, TCG reasserts its answers set forth above to paragraphs 1-20.

24. Answering paragraph 24, TCG avers that RCW 80.36.230 and WAC 480-120-021 speak for themselves and denies all allegations in paragraph 24 inconsistent with RCW 80.36.230 and WAC 480-120-021.

25. Answering paragraph 25, TCG avers that Section 5 of Qwest's Exchange and Network Services tariff speaks for itself and denies any allegations inconsistent with

that tariff section. TCG is uncertain what Qwest is referencing by the statement: “some or all of Respondents have concurred in Qwest’s local calling areas” and, on that basis, denies the allegation. Qwest should be required to more specifically plead what it is referencing as to each Respondent and put the alleged concurrence in context by providing the alleged date and source of the concurrence so other parties can respond appropriately. TCG neither admits nor denies allegations about respondents other than TCG. TCG denies all remaining allegations in paragraph 25.

26. Answering paragraph 26, TCG reasserts its answers set forth above to paragraphs 1-20.

27. Answering paragraph 27, TCG avers that RCW 80.36.080 speaks for itself and denies all allegations inconsistent with RCW 80.36.080.

28. Answering paragraph 28, TCG avers that RCW 80.36.080 speaks for itself and denies all allegations inconsistent with RCW 80.36.080. TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 28.

29. Answering paragraph 29, TCG reasserts its answers set forth above to paragraphs 1-20.

30. Answering paragraph 30, TCG avers that RCW 80.36.140 speaks for itself and denies all allegations inconsistent with RCW 80.36.140.

31. Answering paragraph 31, TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 31.

32. Answering paragraph 32, TCG reasserts its answers set forth above to paragraphs 1-20.

33. Answering paragraph 33, TCG avers that RCW 80.36.160 speaks for itself and denies all allegations inconsistent with RCW 80.36.160.

34. Answering paragraph 34, TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 34.

35. Answering paragraph 35, TCG reasserts its answers set forth above to paragraphs 1-20.

36. Answering paragraph 36, TCG avers that RCW 80.36.170 speaks for itself and denies all allegations inconsistent with RCW 80.36.170.

37. Answering paragraph 37, TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 37.

38. Answering paragraph 38, TCG reasserts its answers set forth above to paragraphs 1-20.

39. Answering paragraph 39, TCG avers that the Commission's orders in Matter of Determining the Proper Classification of: U.S. MetroLink Corp., Second Supplemental Order p. 7, Docket No. U-88-2370-J (1989), and Matter of Determining the Proper Classification of United & Informed Citizen Advocate Network, Fourth Supplemental Order, Commission Decision and Final Cease and Desist Order, Docket No. UT-971515 (1999) speak for themselves and denies all allegations inconsistent with those orders. TCG denies all remaining allegations in paragraph 39.

40. Answering paragraph 40, TCG neither admits nor denies allegations concerning respondents other than TCG. TCG denies all remaining allegations in paragraph 40.

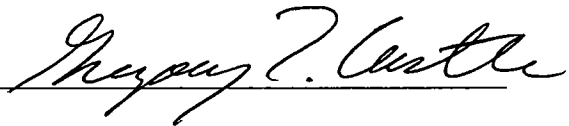
41-47. Answering paragraphs 41-47, TCG denies that Qwest is entitled to the relief requested in paragraphs 41-47 or any other relief.

#### **AFFIRMATIVE DEFENSES**

48. The Complaint fails to state a claim upon which relief may be granted.

Respectfully submitted this 26th day of June, 2006.

**TCG SEATTLE**

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