Data Request 15: Has Global Crossing established a Point of Interconnection in the Seattle LATA for traffic to be exchanged with Mashell Telecom? If yes, please identify the POI. In addition, please identify any writing or other means by which the POI was established.

Objection: Global Crossing objects to this response on the grounds that it is not relevant and not reasonably calculated to lead to the discovery of admissible evidence in this proceeding. Neither WITA not any of its members have filed a complaint nor sought affirmative relief in this proceeding. Therefore, information relating to call flows form the exchanges of such companies is beyond the scope of this proceeding.

Response: Notwithstanding the foregoing objection, Global Crossing has established a single POI in the Seattle LATA, in Seattle.

Prepared by: Diane L. Peters
Objection by: Michael J. Shortley, III
Date: March 5, 2007

DATA REQUESTS

2. Please identify how Level 3 would route traffic originating from a Level 3 customer that has a VNXX telephone number associated with the Tacoma/Fawcett rate center but is physically located in Seattle to CenturyTel's Orting rate center. Please provide a diagram if that would be helpful.

RESPONSE:

In addition to its General Objections stated above, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business and Level 3 does not track the physical location of its customer's facilities. Further, Level 3 objects to this Request as Vague and Ambiguous because it asks how Level 3 "would" route traffic to a hypothetical customer. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that in general independent telephone companies ("ITC") in Washington typically refuse to establish direct interconnection and/or negotiate interconnection and traffic exchange terms with CLECs, such as Level 3. Instead, ITCs often insist that they have no obligation to establish direct interconnection or such terms because they are either exempt from or have a suspension or modification of the Section 251(c) and/or 251(b) obligations under the federal Communications Act, as amended ("Act"), pursuant to Section 251(f) of the Act. (See e.g. attached Exhibit 1; *In the Matter of the Petition for Arbitration of an Interconnection Agreement Between Level 3 Communications, LLC and CenturyTel of Washington, Inc.,* DOCKET NO. UT-023043, Seventh Supplemental Order, Feb. 28, 2003).

In the hypothetical call flow proposed here, because the originating and terminating rate centers are in the same local calling area, Qwest's transit services would be used in connection with ITC bound traffic. This is not necessarily a network interconnection design of Level 3's choosing. However, until traffic volumes reach thresholds where direct interconnection is economically efficient, using Qwest's transit service may be the most efficient means of exchanging traffic between two carriers. Where Level 3 uses Qwest's transit service to exchange traffic with a third party LEC, the call originates from Level 3's end user, is transported over the end user's loop to Level 3's switch, is switched and transported over its interconnection trunk to Level 3's POI with Qwest, is handed off to Qwest at the POI which serves the rate center to which the number is assigned. Level 3 compensates Qwest for any transit services Qwest provides Level 3.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

11. Please identify how Level 3 would route traffic originating from a customer that has a VNXX telephone number associated with an Everett rate center but is physically located in Seattle for termination to the Whidbey Telephone Company's South Whidbey rate center.

RESPONSE:

In addition to its General Objections stated above, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business and Level 3 does not track the physical location of its customer's facilities. Further, Level 3 objects to this Request as Vague and Ambiguous because it asks how Level 3 "would" route traffic to a hypothetical customer. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that in the hypothetical call flow proposed here, because the originating and terminating rate centers are not in the same local calling area, Level 3 would be required to use IXC services to route the ITC bound traffic between these rate centers. If Level 3 was the customer's presubscribed IXC, Level 3 would pay the terminating LEC's access charges.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

14. Has Level 3 established a point of interconnection ("POI") in the Seattle LATA for traffic to be exchanged with Whidbey Telephone Company? If so, please identify the POI. In addition, please identify any writing or other means by which the POI was established.

RESPONSE:

In addition to its General Objections stated above, Level 3 objects to this Request as Not Relevant and Overly Broad because this independent telephone company is not a Party to this proceeding. It is also Unduly Burdensome because WITA or its member Whidbey Telephone Company should have access to this information.

Without waiving these objections, Level 3's response is No. Level 3 responds that in general independent telephone companies ("ITC") in Washington typically refuse to establish direct interconnection and/or negotiate interconnection and traffic exchange terms with CLECs, such as Level 3. Instead, ITCs often insist that they have no obligation to establish direct interconnection or such terms because they are either exempt from or have a suspension or modification of the Section 251(c) and/or 251(b) obligations under the federal Communications Act pursuant to Section 251(f) of the Act.

At times, Qwest's transit services are used in connection with some ITC traffic. This is not necessarily a network interconnection design of Level 3's choosing. However, until traffic volumes reach thresholds where direct interconnection is economically efficient, using Qwest's transit service may be the most efficient means of exchanging traffic between two carriers. Level 3 compensates Qwest for any transit services Qwest provides Level 3.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

15. Has Level 3 established a point of interconnection ("POI") in the Seattle LATA for traffic to be exchanged with Mashell Telecom? If so, please identify the POI. In addition, please identify any writing or other means by which the POI was established.

RESPONSE:

Please see Response and Objections to WITA Data Request No. 14 incorporated herein by reference.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

27. What is Level 3's expectation as to how traffic that originates from a customer in the YCOM Network's Yelm rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Tacoma rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business and Level 3 does not track the physical location of its customer's facilities. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that YCOM would hand the call to Qwest at their interconnection point in the Yelm/Tacoma LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

28. What is Level 3's expectation as to how traffic that originates from a customer in the CenturyTel's Orting rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Tacoma rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company CenturyTel should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that CenturyTel would hand the call to Qwest at their interconnection point in the Orting/Tacoma LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

29. What is Level 3's expectation as to how traffic that originates from a customer in the Mashell Telecom's Eatonville rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Tacoma rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company Mashell Telecom should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that Mashell would hand the call to Qwest at their interconnection point in the Eatonville/Tacoma LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

30. What is Level 3's expectation as to how traffic that originates from a customer in the Tenino Telephone Company's Tenino rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Olympia rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company Tenino Telephone Company should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that Tenino Telephone would hand the call to Qwest at their interconnection point in the Tenino/Olympia LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

32. What is Level 3's expectation as to how traffic that originates from a customer in The Toledo Telephone Co., Inc.'s Toledo rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Centralia rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company Toledo Telephone Co., Inc. should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that Toledo Telephone would hand the call to Qwest at their interconnection point in the Toledo/Centralia LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

33. What is Level 3's expectation as to how traffic that originates from a customer in the McDaniel Telephone Company d/b/a TDS Telecom's Salkum rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Centralia rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company McDaniel Telephone Company d/b/a TDS Telecom should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that McDaniel Telephone Company would hand the call to Qwest at their interconnection point in the Salkum/Centralia LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

34. What is Level 3's expectation as to how traffic that originates from a customer in the CenturyTel's Curtis rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Centralia rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company CenturyTel should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that CenturyTel would hand the call to Qwest at their interconnection point in the Curtis/Centralia LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

35. What is Level 3's expectation as to how traffic that originates from a customer in the Kalama Telephone Company's Kalama rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Longview rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company Kalama Telephone Company should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that Kalama Telephone would hand the call to Qwest at their interconnection point in the Kalama/Longview LCA and Qwest would hand the call to Level 3 over local interconnection trunks.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

37. What is Level 3's expectation as to how traffic that originates from a customer in the Lewis River Telephone Company d/b/a TDS Telecom's LaCenter rate center is to be transported for termination to a Level 3 VNXX customer that has a VNXX telephone number associated with the Vancouver rate center but the customer is physically located in Seattle?

RESPONSE:

In addition to its General Objections, Level 3 objects to this Request as Vague and Ambiguous because it ask for Level 3's "expectation" as to how it would transport hypothetical traffic to a hypothetical customer using a hypothetical service characterized as "VNXX" by WITA. Further, Level 3 objects to this Request as Unduly Burdensome because Level 3 does not maintain the information sought in the normal course of its business, Level 3 does not track the physical location of its customer's facilities, and WITA, through its member company Lewis River Telephone Company should know how it transports traffic that its customers originate to Level 3. Moreover, the Request is Not Relevant and Overly Broad because these independent telephone companies are not Parties to this proceeding.

Without waiving these objections, Level 3 responds that its expectation is that Lewis River Telephone would hand the call to Qwest at their interconnection point in the LaCenter/Vancouver LCA and Qwest would hand the call to Level 3 over local interconnection trunk.

Prepared by: Mack D. Greene, Director of Interconnection Services
Date: March 8, 2007

WUTC Docket No. UT-063038
Pac-West Responses to WITA's Second Data Requests
March 5, 2007

Data Request No. 2:

Please identify how Pac-West would route traffic originating from a Pac-West customer that has a VNXX telephone number associated with the Tacoma/Fawcett rate center but is physically located in Seattle to CenturyTel's Orting rate center. Please provide a diagram if that would be helpful.

Response:

Pac-West objects to this request on the grounds that it is hypothetical and speculative and not reasonably calculated to lead to the discovery of admissible evidence. Pac-West further objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This proceeding is a complaint brought by Qwest challenging the legality of the manner in which Pac-West and other competitive local exchange carriers provision foreign exchange service, and the information requested in this request is not reasonably related to any legitimate issue raised by that complaint. Subject to, and without waiver of, these objections, see Attachment JFS-5 to the testimony of John Sumpter. Given the hypothetical situation described above and the assumption that Pac-West and the independent incumbent local exchange carrier ("ILEC") are not directly interconnected, the customer at the lower-left identified as "Former Qwest FX customer, now a Pac-West-FX customer" would be the Pac-West customer in Seattle with a Tacoma NPA-NXX. The call, from the Pac-West customer, would originate at the customer's location, travel over the dedicated transport provided by Pac-West to the Pac-West Switching center in Tukwila, and from there to the Qwest (or Verizon) tandem the independent ILEC subtends over dedicated facilities paid for by Pac-West. From the tandem, the call would transit to the ILEC switch and be delivered to the customer.

Prepared by: John Sumpter; Counsel (objections)
Date: March 5, 2007

WUTC Docket No. UT-063038
Pac-West Responses to WITA's Second Data Requests
March 5, 2007

Data Request No. 14:

Has Pac-West established a point of interconnection ("POI") in the Seattle LATA for traffic to be exchanged with Whidbey Telephone Company? If so, please identify the POI. In addition, please identify any writing or other means by which the POI was established.

Response:

Pac-West objects to this request on the grounds that it seeks information that is already in the possession of WITA or its member Whidbey Island Telephone Company and that the request is vague and ambiguous in failing to define the term "point of interconnection." Pac-West further objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This proceeding is a complaint brought by Qwest challenging the legality of the manner in which Pac-West and other competitive local exchange carriers provision foreign exchange service, and the information requested in this request is not reasonably related to any legitimate issue raised by that complaint. Subject to, and without waiver of, these objections, any and all traffic exchanged between Pac-West and an independent incumbent local exchange carrier ("ILEC") is or would be routed through the Qwest or Verizon tandem that the independent ILEC switch subtends.

Prepared by: John Sumpter; Counsel (objections)
Date: March 5, 2007

WUTC Docket No. UT-063038
Pac-West Responses to WITA's Second Data Requests
March 5, 2007

Data Request No. 15:

Has Pac-West established a point of interconnection ("POI") in the Seattle LATA for traffic to be exchanged with Mashell Telecom? If so, please identify the POI. In addition, please identify any writing or other means by which the POI was established.

Response:

Pac-West objects to this request on the grounds that it seeks information that is already in the possession of WITA or its member Mashell Telecom and that the request is vague and ambiguous in failing to define the term "point of interconnection." Pac-West further objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This proceeding is a complaint brought by Qwest challenging the legality of the manner in which Pac-West and other competitive local exchange carriers provision foreign exchange service, and the information requested in this request is not reasonably related to any legitimate issue raised by that complaint. Subject to, and without waiver of, these objections, see response to WITA Request No. 14.

Prepared by: John Sumpter; Counsel (objections)
Date: March 5, 2007

WUTC Docket No. UT-063038
Pac-West Responses to WITA's Second Data Requests
March 5, 2007

Data Request No. 25:

What is Pac-West's expectation as to how traffic that originates from a customer in the Whidbey Telephone Company's South Whidbey rate center is to be transported for termination to a Pac-West VNXX customer that has a VNXX telephone number associated with the Everett rate center but the customer is physically located in Seattle?

Response:

Pac-West objects to this request on the grounds that it is hypothetical and speculative and not reasonably calculated to lead to the discovery of admissible evidence. Pac-West further objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This proceeding is a complaint brought by Qwest challenging the legality of the manner in which Pac-West and other competitive local exchange carriers provision foreign exchange service, and the information requested in this request is not reasonably related to any legitimate issue raised by that complaint. Subject to, and without waiver of, those objections, Pac-West expects that such traffic, if any, would be routed the same way that all traffic from independent incumbent local exchange carriers ("ILECs") is routed to Pac-West: from the customer location to the ILEC switch, transited from that switch to the Qwest or Verizon tandem the ILEC switch subtends, sent over dedicated facilities between the Qwest or Verizon tandem and Pac-West's switch, and delivered from that switch to the Pac-West customer.

Prepared by: John Sumpter; Counsel (objections)
Date: March 5, 2007

WUTC Docket No. UT-063038
Pac-West Responses to WITA's Second Data Requests
March 5, 2007

Data Request No. 27:

What is Pac-West's expectation as to how traffic that originates from a customer in the YCOM Networks' Yelm rate center is to be transported for termination to a Pac-West VNXX customer that has a VNXX telephone number associated with the Tacoma rate center but the customer is physically located in Seattle?

Response:

Pac-West objects to this request on the grounds that it is hypothetical and speculative and not reasonably calculated to lead to the discovery of admissible evidence. Pac-West further objects to this request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. This proceeding is a complaint brought by Qwest challenging the legality of the manner in which Pac-West and other competitive local exchange carriers provision foreign exchange service, and the information requested in this request is not reasonably related to any legitimate issue raised by that complaint. Subject to, and without waiver of, those objections, see response to WITA Request No. 25.

Prepared by: John Sumpter; Counsel (objections)
Date: March 5, 2007

Pac-West

Billing Questions | M-F 8:00am - 5:00pm PST
Main: 209-926-3186 | Fax: 209-444-3412
P.O. Box 8219 | Stockton, CA 95208-0219
Email: carrierbilling@pacwest.com

Pac-West OCN Number: 2819

RAINIER CONNECT INC

Account	1000146241
Invoice Number	24194
Bill Date	02/28/2007
Bill Period	01/28/2007 to 02/27/2007
Page	1 of 1

Billed To: RAINIER CONNECT INC
ATTN CABS PROCESSING
104 WASHINGTON AVENUE NORTH
EATONVILLE WA 98328

State: WA
OCN Number(s): 7720

Due Date:	03/30/2007
Previous Balance:	$4,812.22
Payments:	$0.00
Credits:	$0.00
Debits:	$0.00
Balance Forward:	$4,812.22

Reflects payment received as of February 27, 2007

Telecommunications 251(b)(5)		Quantity	Rate	Total Charges
Traffic Termination	Set Up (per message)	3,239	$0.00000000	$0.00
	Mou (per minute of use)	157,589	$0.00180000	$283.66
Transit Traffic	Set Up (per message)	0	$0.00000000	$0.00
	Mou (per minute of use)	0	$0.00000000	$0.00
Subtotal For Telecommunications 251(b)(5):				**$283.66**

Telecommunications 251(g)		Quantity	Rate	Total Charges
Traffic Termination	Set Up (per message)	8	$0.00000000	$0.00
	Mou (per minute of use)	49	$0.03541100	$1.74
Subtotal For Telecommunications 251(g):				**$1.74**

Current Charges:	$285.40
Finance Charges:	$65.80
Total Amount Due:	**$5,163.42**

Please detach and return with your payment

Billing date is February 28, 2007. Current charges are past due on March 30, 2007 after which a 1.5% per month late payment charge will be applied.

Pac-West

Billing Questions | M-F 8:00am - 5:00pm PST
Main: 209-926-3186 | Fax: 209-444-3412
P.O. Box 8219 | Stockton, CA 95208-0219
Email: carrierbilling@pacwest.com

Account	Amount Due
1000146241	$5,163.42
Amount Paid	

RAINIER CONNECT INC
ATTN CABS PROCESSING
104 WASHINGTON AVENUE NORTH
EATONVILLE WA 98328

1000146241 24194 516342 4

PAC-WEST TELECOMM, INC.
PO BOX 8219
STOCKTON, CA 95208-0219

Pac-West

Billing Questions | M-F 8:00am - 5:00pm PST
Main: 209-926-3186 | Fax: 209-444-3412
P.O. Box 8219 | Stockton, CA 95208-0219
Email: carrierbilling@pacwest.com

Pac-West OCN Number: 2819

LOCAL ACCESS PRIME LLC - WA

Account	1000146325
Invoice Number	24206
Bill Date	02/28/2007
Bill Period	01/28/2007 to 02/27/2007
Page	1 of 1

Billed To: LOCAL ACCESS PRIME LLC - WA
1417 KRESKY AVENUE
SUITE 1
CENTRALIA WA 98531
State: WA
OCN Number(s): 5781

Due Date:	03/30/2007
Previous Balance:	$286.42
Payments:	$0.00
Credits:	$0.00
Debits:	$0.00
Balance Forward:	$286.42

Reflects payment received as of February 27, 2007

Telecommunications 251(b)(5)		Quantity	Rate	Total Charges
Traffic Termination	Set Up (per message)	173	$0.00000000	$0.00
	Mou (per minute of use)	3,382	$0.00180000	$6.09
Transit Traffic	Set Up (per message)	0	$0.00000000	$0.00
	Mou (per minute of use)	0	$0.00000000	$0.00
Subtotal For Telecommunications 251(b)(5):				**$6.09**

Telecommunications 251(g)		Quantity	Rate	Total Charges
Traffic Termination	Set Up (per message)	3	$0.00000000	$0.00
	Mou (per minute of use)	0	$0.03541100	$0.00
Subtotal For Telecommunications 251(g):				**$0.00**

Current Charges:	$6.09
Finance Charges:	$4.30
Total Amount Due:	**$296.81**

Please detach and return with your payment

Billing date is February 28, 2007. Current charges are past due on March 30, 2007 after which a 1.5% per month late payment charge will be applied.

Pac-West

Billing Questions | M-F 8:00am - 5:00pm PST
Main: 209-926-3186 | Fax: 209-444-3412
P.O. Box 8219 | Stockton, CA 95208-0219
Email: carrierbilling@pacwest.com

Account	Amount Due
1000146325	$296.81
Amount Paid	

LOCAL ACCESS PRIME LLC - WA
1417 KRESKY AVENUE
SUITE 1
CENTRALIA WA 98531

1000146325 24206 29681 1

PAC-WEST TELECOMM, INC.
PO BOX 8219
STOCKTON, CA 95208-0219

Washington Docket No. UT-063038
Washington Independent Telephone Association
Request No. 2
RFI No. 2-3

Question: Please identify how TCG Seattle would route traffic originating from a TCG Seattle customer that has a VNXX telephone number associated with the Tacoma/Fawcett rate center but is physically located in Seàttle to Mashell's Eatonville rate center. Please provide a diagram if that would be helpful.

Response: TCG objects to this request on the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. TCG also objects on the grounds that the request calls for speculation. Subject to and without waiving those objections, TCG responds as follows:

TCG does not provide VNXX telephone numbers to customers to originate calls.

Responsible Person: Kenneth Rovinsky
Senior Product Marketing Manager
One AT&T Way, Room 4C215B
Bedminster, NJ 07921

Washington Docket No. UT-063038
Washington Independent Telephone Association
Request No. 2
RFI No. 2-27

Question: What is TCG Seattle's expectation as to how traffic that originates from a customer in the YCOM Networks' Yelm rate center is to be transported for termination to a TCG Seattle VNXX customer that has a VNXX telephone number associated with the Tacoma rate center but the customer is physically located in Seattle?

Response: TCG objects to this request on the grounds that it seeks information that is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. TCG also objects on the grounds that the request calls for speculation. Subject to and without waiving those objections, TCG responds as follows:

The originating local service provider, should compare the calling party NPA-NXX to the called party NPA-NXX. If this comparison shows the call to be a local call, the call should be routed for termination at the terminating local service provider's Point of Interconnection as defined in industry databases (e.g., the LERG). If this comparison shows the call to be a toll call, it should be routed to the appropriate presubscribed toll carrier's network over access trunks.

Responsible Person: Mark J. Lancaster
Senior Technical Staff Member
1425 Oak St., Room 1509 NE 85 Terr
Kansas City, MO 64106

SERVICE DATE

JUN 2 8 2000

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION,	)	
Complainant,	)	DOCKET NO. UT-971140
v.	)	
WASHINGTON EXCHANGE CARRIER ASSOCIATION, *et al.*,	)	NINTH SUPPLEMENTAL ORDER APPROVING WASHINGTON CARRIER ACCESS PLAN
Respondents.	)	

BACKGROUND

On July 15 1997, the Washington Exchange Carrier Association (WECA) filed with the Commission revisions to its currently effective Tariff WN U-1, in Docket UT-971140. The Commission suspended the tariff revisions, and, after a hearing, entered the *Fifth Supplemental Order Rejecting Tariff Filing* (Fifth Order) on October 30, 1998. In the Fifth Order the Commission recognized that substantial issues had to be raised, addressed, and resolved before WECA could undertake any review.

The Commission required WECA, the individual company members, and Commission Staff, at a minimum, to begin informal discussions on a monthly basis to address these issues. U S WEST Communications, Inc. (U S WEST) and AT&T of the Pacific Northwest, Inc. (AT&T), and other interested parties, were offered the opportunity to participate in this process. These informal discussions continued for the better part of a year and resulted in a "Report and Settlement Agreement," dated September 8, 1999.

The Report and Settlement Agreement was filed by WECA on behalf of WECA, its member companies, and Commission Staff. The other participants in the informal discussions required by the Fifth Order did not object to the settlement, but were not signatories. The report summarized the discussions and addressed the issue of transition (a shift in cost recovery from Toll/Access to Local rates) in a new environment anticipating the advent of competition. The settlement agreement was crafted around the concept of capping WECA's existing rates and providing a framework for membership in the pooling process, without reaching agreement on all of the issues.

On November 30, 1999, the Commission issued its *Eighth Supplemental Order Accepting Report and Settlement Agreement* (Eighth Order). In this order the Commission recognized that changes in the environment, such as intraLATA dialing parity and the adoption of WAC 480-120-540, commonly termed the "Access Charge Reform" rule, had a substantial effect on the direction of the discussions. The Commission also noted that a number of issues remained "unresolved," and that quoting from the language of the Settlement Agreement, "[t]he parties agree that the access charge tariff filings required of the companies in compliance with the access charge reform rule, WAC 480-120-540, modify the method by which access charge rates are set and that the formula prescribed for this purpose in Cause U-85-23 is no longer valid."

In compliance with the terms of the Eighth Order, on March 1, 2000, WECA filed its proposed plan[1] to set out the procedures by which carriers may enter or exit the pools, and the mechanisms it will use to allocate revenue among its members.

DISCUSSION

On May 15, 2000, the Commission issued a Notice of Hearing and Opportunity to Submit Written Comments, to allow the parties of record and the general public to express their views and any proposed modifications to WECA's plan at its June 16, 2000 Open Meeting. Parties were encouraged to submit written comments by June 7, 2000. A summary of parties' responses and Staff's review are included below:

Comments of U S WEST Communications, Inc.

On June 7, 2000, U S WEST submitted written comments supporting the Pend Oreille Transition and opposing the continuation of the Traditional USF Pool. U S WEST opposed the approval of WECA's WCAP, because it opposes the continuation of the Traditional Universal Service Fund (USF) Pool. U S WEST stated that funding for universal service should be based on a clear set of cost guidelines, and that, until a permanent USF mechanism is available to all companies on equal terms and conditions, the WECA companies should be required to satisfy their USF needs through the interim USF element(s) allowed under the Commission's terminating access rule, WAC 480-120-540. U S WEST would not oppose a reasonable transition period, similar to the Pend Oreille transition, with a review of revenue objectives within one year. Additionally, U S WEST suggested that companies that currently tariff and

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[1]The initial plan was labeled the "Washington Consumer Access Plan" or "WCAP". In its letter dated June 9, 2000, WECA changed the name to "Washington Carrier Access Plan".

recover the Traditional USF element should be required to discontinue the recovery by removing the element from their respective tariffs.

Comments of Sprint Corporation

On June 7, 2000, Sprint Corporation, on behalf of United Telephone Company of the Northwest and Sprint Communications Company, L.P. (collectively, "SPRINT") submitted written comments pointing out inconsistencies between WECA's proposal and the Settlement Agreement. SPRINT recommended revisions to WECA's proposal to address and resolve these inconsistencies, as well as additional improvements.

SPRINT recommended that the Commission cap WECA's Carrier Common Line (CCL), interim USF, and traditional USF rates; but that the cap should not constrain entry by new participants as long as rate adjustments are made on a revenue-neutral basis. Sprint recommended against closing the traditional pool so that the Commission can preserve its option of collapsing the interim and traditional USF rate elements and allowing other Local Exchange Carriers (LECs) to participate in the traditional pool at their option. Sprint also recommended that the WCAP be modified so that each of the three pools is managed separately, rather than tying participation in the Interim USF pool to participation in the CCL pool. In order for the pooling mechanism to be fair, distribution ratios should be changed concurrent with the effective date of filings, and there should be more frequent options for companies to enter or exit the pool. If a pool entrant exits any of the funds, including the traditional USF, then rates should be reduced promptly. Any reduction in revenue objective for a participant that arises out of a Commission order, or an approved rate rebalancing, should likewise result in a pool rate reduction.

WECA's Response

Staff discussed these concerns with WECA, and on June 9, 2000, and June 23, 2000, WECA submitted letters and revised drafts of the plan, incorporating changes consistent with the settlement agreement, including the following substantive issues: a) separation of the originating CCL pool from the terminating Interim USF pool b) allowance of quarterly entry and exit, and c) deletion of historical cost membership requirements.

Staff's Review and Recommendations

Staff's review of WECA's proposal, as revised by the June 9, 2000, and June 23, 2000, clarification letters and attachments, supports the revised plan as consistent with the settlement agreement.

Conclusion

Upon receipt of satisfactory clarifications and revisions made by WECA, this matter was brought back before the Commission at its regularly scheduled open meeting of June 28, 2000. The Commissioners, having been fully advised in the matter, and having determined the following order to be consistent with the public interest, directed the Secretary to enter the following order and related provisions:

ORDER

THE COMMISSION ORDERS that:

1. The Washington Carrier Access Plan (or "WCAP"), as revised and attached to this Order, establishing mechanisms by which pooled revenue will be allocated among pool participants, and provisions for entry to and exit from the pool, is approved.

2. WECA shall prepare and file a tariff change, with a stated effective date not later than September 1, 2000, consistent with the plan approved in this order. The settlement agreement should also be used as a reference source for the purpose of resolving any areas of ambiguity during this filing's preparation and review.

3. WECA is also encouraged to open a new WECA docket as a forum for discussion of issues that relate to, but are beyond the scope of, the instant proceeding.

DATED at Olympia, Washington, and effective this 28th day of June, 2000.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Carole J. Washburn

CAROLE J. WASHBURN
Secretary

Attachment

YEAR 2000
Washington Carrier Access Plan
(WCAP)

Part I: Introduction:

1. The 2000 Washington Carrier Access Plan ("WCAP" or the "Plan") is a result of nearly a year of work involving many of the major interexchange carriers (IXCs), the Washington Exchange Carrier Association (WECA) and its member companies, and Commission Staff. This work resulted in a Report and Settlement Agreement being submitted in Docket No. UT-971140 on September 3, 1999. That Report and Settlement Agreement represented a settlement reached between WECA and Commission Staff. None of the IXCs participating in the discussions objected to the Report and Settlement Agreement. After review, the Washington Utilities and Transportation Commission ("WUTC" or "Commission") accepted the Report and Settlement Agreement. See Eighth Supplemental Order in Docket No. UT-971140 issued with a service date of November 30, 1999. Under the terms of the Eighth Supplemental Order, WECA is to submit a revised access plan by March 1, 2000. The Plan submitted in this document is in fulfillment of the direction contained in the Eighth Supplemental Order.

Part II: Scope:

2. The scope of this Plan is to cover the operations of WECA in administering three voluntary access pools. The first of these three pools is the universal service support pool created under Docket No. U-85-23, which is referred to in this Plan as the "Traditional USF." The second of these pools involves the interim universal service fund element created by company filings made to comply with the Commission's terminating access rule, WAC 480-120-540. This pool is referred to in this Plan as the "Interim USF." The third pool deals with revenues produced by the carrier common line ("CCL") access rates assessed by participating companies. This pool is referred to in this Plan as the "CCL Pool."

3. The Plan becomes effective July 1, 2000, or as ordered by the WUTC.

4. At such time as the legislature adopts legislation authorizing a new universal service program that applies to WECA's members and such new universal service plan has been

implemented, the Plan shall be reviewed to determine if modifications are appropriate.

5. Nothing in the Plan shall require, sanction or constitute agreement by any local exchange company (LEC) participating in any portion of the Plan to take any action with respect to rates or services not subject to the Plan.

Part III: Definitions:

6. For purposes of this Plan, in addition to the definitions in RCW 80.04.010, the following definitions apply[1]:

a. "Interexchange Carrier" (IXC) means an interexchange carrier that has been registered with the Washington Utilities and Transportation Commission and is providing intrastate, interexchange services within the State of Washington.

b. "Local Exchange Carrier" (LEC) means a telecommunications company offering local exchange and carrier access services within the State of Washington.

c. "Primary Toll Carrier" (PTC) means a telecommunications company offering interexchange service within the State of Washington using Feature Group C access service for the origination and termination of intraLATA toll calls within the State of Washington.

d. "WCAP Revenue Objective" for a new participating carrier in the WECA pooling process means for the first year of participation the revenue objective, as approved by the WUTC, to be derived from the Traditional USF rate element (if applicable), the Interim USF rate element (if applicable), and CCL rates. For each other LEC participating in the WECA pooling process, the WCAP Revenue Objective shall be the total pool revenues received by that LEC from pools in which the LEC participated in the previous calendar year. [2]

e. "Pend Oreille Telephone Company surcharge or surcharges" shall be the tariffed charge developed for the benefit of Pend Oreille Telephone Company and contained in the

[1] If there is an inconsistency between a definition in RCW 80.04.010 and those set forth in this Plan, the Plan definitions shall control for purposes of this Plan.

[2] For Pend Oreille Telephone Company, its WCAP Revenue Objective for the first year of the Plan shall use the revenues it received from its own CCL rates plus all Pend Oreille Telephone Company surcharges in 1999.

tariffs of US WEST Communications, Inc., United Telephone Company of the Northwest, Inc., GTE Northwest Incorporated, Pend Oreille Telephone Company and WECA.

Part IV: Pool Entry and Exit:

7. Pend Oreille Telephone Company shall be added to the Interim USF and CCL pool(s) and the existing Pend Oreille Telephone Company surcharges shall terminate. WECA shall file changes to its existing Interim USF and CCL tariff schedules to reflect the addition of Pend Oreille Telephone Company. WECA, US WEST Communication, Inc., United Telephone Company of the Northwest, Inc., GTE Northwest Incorporated and Pend Oreille Telephone Company shall each file to remove the existing Pend Oreille Telephone Company surcharge from their tariffs. The filings shall be revenue neutral; that is, the WECA filing to add Pend Oreille Telephone Company shall be calculated to produce the same revenues currently produced by the sum of the existing Pend Oreille CCL rates and all Pend Oreille surcharges (taking into account Interim USF calculations). The filings contemplated by this paragraph shall be coordinated to have the same effective date and shall each take effect on the same day.

8. LECs may enter or exit the WECA pools on a quarterly basis. Any LEC which desires to enter or exit a WECA pool must notify WECA and the WUTC of its desire to do so on the first day of a calendar quarter (January 1, April 1, July 1 or October 1). The LEC desiring to enter or exit one or more WECA pools shall provide to WECA at the time of delivery of such notice the following information:

a. Complete and accurate information on the LEC's annual WCAP Revenue Objective (as approved by the WUTC for entry and as it existed for the prior calendar year for exit).

b. Projected minutes of use for the twelve calendar months following the LEC's expected entry into or exit from the WECA pool(s).

c. Any other information necessary for WECA to make a rate filing with the WUTC.

WECA shall endeavor to file a tariff change to allow entry or exit of the LEC on the first day of the next calendar quarter, taking into account the accuracy and timeliness of information submitted by the LEC.

9. Any LEC shall be eligible to participate in the Interim USF and CCL revenue pool(s). The Traditional USF pool will not be open to new participants. The Traditional USF rate will be frozen at $.00152.

10. Along with the Notice under Paragraph 8, each new participating LEC shall provide to WECA the WUTC approved annual WCAP Revenue Objective of that LEC for the prior calendar year. The new participating LEC and WECA should jointly develop intrastate access minutes of use for the new participating LEC. WECA Interim USF rates, if appropriate, and CCL rates will be adjusted to the extent that the new LEC's revenues at existing WECA rates based on its own access minutes of use do not equal the approved WCAP Revenue Objective of the new entrant.

11. Each of the existing pool members will have its annual intrastate WCAP Revenue Objective restated to reflect actual pooled revenues received by it in the previous calendar year. For purposes of calculating the revenues received in the prior calendar year, pool adjustments reported after the close of the calendar year and prior to the date the revenues received are calculated by WECA shall be included in the calculation. This restatement will be made separately for each of the pools, as appropriate for the pool members participating in each pool. Distribution ratios will be adjusted to reflect the restated WCAP Revenue Objectives of existing pool members as well as the approved WCAP Revenue Objective of the new participating LEC.

12. The WCAP Revenue Objective shall be restated for any participating LEC that adds additional territory which is not previously included in the pool(s). The additional WCAP Revenue Objective for this paragraph (i.e. the incremental WCAP Revenue Requirements for the LEC for the additional territory) shall be established in substantially the same manner as set forth in this Plan for a new participating LEC's WCAP Revenue Requirement.

13. Upon receipt of notice of intent to exit provided by a participating LEC, WECA shall compute the amount of lost pool revenues for the appropriate pool or pools, and the reduction in pool distributions for the previous calendar year. WECA Interim USF and CCL pool rates shall be adjusted on a revenue neutral basis for the difference between lost revenues and reduced pool distributions.

14. The remaining pool members will have their annual WCAP Revenue Objective restated to reflect actual pooled revenues

received in the previous calendar year. This restatement will be made separately for each of the pools, as appropriate. Distribution ratios will be adjusted to reflect the restated WCAP Revenue Objectives of the remaining pool members.

15. An exiting LEC may establish its own access charges at a level that will produce revenues equal to those it was receiving from the WECA pool(s) from which it is exiting, so long as the total revenue collected by such pool(s) and the exiting company in access charges is not increased as a result of the LEC's exit, as reflected in the charges established at the time that the exiting LEC establishes its own access charges. Alternatively, an exiting LEC may file rates with the WUTC that would change its revenue contemporaneous with its withdrawal from the WECA pool(s).

16. Unless an exiting LEC that continues to qualify to receive funds from the Traditional USF chooses to forego such funds, its withdrawal from any other WECA pool shall not affect its right to receive funds from the Traditional USF, so long as it continues to qualify to receive such funds.

17. Filings by an exiting LEC and WECA shall be coordinated to have the same effective date.

Part V: Distribution Ratios:

18. Pool distribution ratios will be calculated separately for each of the pools. In calculating distribution ratios for the Interim USF and CCL pools, Traditional USF distributions will be taken into consideration, so that the percent coverage of the WCAP Revenue Objective will be equal for all companies participating in the Interim USF and CCL pool(s).

19. It is not contemplated at this time that WECA rates or pool distribution ratios will be adjusted for exogenous regulatory accounting changes.

Part VI: Individual Company Rate Additives:

20. Any LEC that believes that the revenue it receives from WECA is insufficient may remain in the pool(s) and make a tariff filing for a company specific rate additive.

21. In lieu of an individual company rate additive, a pool participant may petition the WUTC to allow an adjustment to its WCAP Revenue Objective to be included in the WECA Interim USF

and CCL pool(s). Such an adjustment would have to be approved by the WUTC, and WECA's rates then would be adjusted on a revenue neutral basis and distribution ratios would be adjusted accordingly.

22. When filing for a company specific rate additive under Paragraph 20 or an adjustment to its WCAP Revenue Objective under Paragraph 21, the LEC shall file such supporting work papers as is requested by the WUTC for determining an initial WCAP Revenue Objective for a new participating carrier.

Part VII: Amendment of Existing Arrangements:

23. The existing methodology for calculating the Traditional USF set forth in the Seventeenth, Eighteenth and Nineteenth Supplemental Orders in Cause No. U-85-23 is replaced by this Plan. Under this Plan, the Traditional USF rate shall remain frozen, except as it may be modified by the withdrawal of a participating LEC. The distributions from the Traditional USF shall be based upon distribution ratios calculated using the actual distributions received by participating LECs in the 1999 pool year, including adjustments to those revenues received after the close of the 1999 calendar year. Those distribution ratios shall be adjusted to reflect the exit of any participating LEC who leaves the Traditional USF pool.

24. The existing USF Fund Administration Agreement, as approved by the WUTC, is amended by the terms and conditions of the Plan.

25. All LECs operating within the State of Washington shall assess the Traditional USF rate at $.00152 per access minute on all originating and terminating access minutes and shall remit the resulting revenues to WECA on a monthly basis.

Part VIII: Amendments to the Plan:

26. Any LEC or interested party may at any time seek amendments to the Plan through the WECA docket process. Nothing in this plan restricts the ability of any party or person from pursuing a Commission complaint under RCW 80.04.110 or other appropriate statue or regulation. Nothing in the Plan shall impede the right of the WUTC at any time to initiate or conduct an investigation into any aspect of the Plan or its operations.

Part IX: Pool Administrator:

27. WECA is designated as Administrator of this Plan.

28. WECA, as Administrator, is responsible for the supervision of the Traditional USF, Interim USF and CCL pools, and for the filing and administration of WECA access tariffs consistent with this Plan.

29. The Administrator is authorized to engage and determine the compensation of such professional and technical assistance as may, in its judgment, be necessary for proper administration of the Plan. The cost of administration may be paid from revenues collected for the pools.

Part X: Reserved Rights of Parties:

30. Except as expressly set forth in this Plan, nothing in this Plan is intended to limit the rights of any individual LEC, including but not limited to:

a. Seeking separate WUTC approval of changes in the LECs authorized earning level;

b. Seeking separate WUTC approval of or otherwise making revisions in the LECs rates or charges for services not subject to the Plan;

c. Price-listing services in accordance with applicable statutes and WUTC rules;

d. Seeking WUTC approval of alternative forms of regulation under applicable Washington statutes; and

e. Entering into the Washington intrastate toll market as a PTC or otherwise.

Part XI: Savings Clause:

31. The Commission's terminating access rule, WAC 480-120-540, is subject to a court challenge. Nothing in this Plan shall be construed in any way to affect any position taken by any party in that challenge. If the Commission's terminating access rule is overturned or modified as a result of said legal challenge, then this Plan shall be modified to take into account the decision of the court when that decision becomes final.