BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In The Matter Of Level 3 Communications, LLC'S Petition for Arbitration Pursuant to Section 252(B) of the Communications Act of 1934, as Amended by The Telecommunications Act Of 1996, and the Applicable State Laws for Rates, Terms, and Conditions of Interconnection with Qwest Corporation	Docket No. UT-063006 RESPONSE OF QWEST CORPORATION TO LEVEL 3'S MOTION TO COMPEL

I. INTRODUCTION

1 Level 3 has moved to compel responses to discovery requests that seek information far afield from the matters at issue in this proceeding. This is an arbitration proceeding to establish the terms and conditions under which Qwest and Level 3 will interconnect and exchange telecommunications traffic on a going forward basis. It is not a dispute about the past operations of either company or about matters in states other than Washington. The Commission's task is to determine the appropriate prospective terms and conditions for interconnection in the state of Washington.

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

2 Level 3 has moved to compel responses to fifteen (15) of the approximately eighty (80) requests it served on Qwest. Under the discovery rules applicable in this proceeding, Level 3's data requests must be "reasonably calculated to lead to discovery of admissible evidence." WAC 480-07-400(4). Application of this standard necessarily involves balancing the potential relevance of the information sought against the breadth and burden of specific requests. *Sorosky v. Burroughts Corporation*, 826 F.2d, 794, 805 (9th Circ. 1987). To prevail in its motion to compel, Level 3 must demonstrate that the potential relevance of the information it seeks outweighs the burden of responding. *Nugget Hydroelectric, L.P. v. Pacific Gas and Electric Company*, 981 F.2d 429, 438-39 (9th Circ. 1992). In no event is Level 3 entitled to engage in a fishing expedition for information that has little or no relevance to the issues in dispute. *Hardrick v. Legal Services Corp.*, 96 F.R.D. 617, 618 (D.D.C.1983).

3 The discovery requests that are the subject of Level 3's motion to compel are not reasonably calculated to lead to the discovery of admissible evidence. In most instances, Level 3 bases its argument for relevance on an inaccurate description of Qwest's position in this proceeding. In many instances, Level 3 seeks detailed information concerning the operations of Qwest or its affiliate, QCC, in states other than Washington. Not one of the five state commissions to rule on a Level 3 motion to compel in other pending arbitrations has granted Level 3 discovery outside its own state. For the reasons that follow, Level 3's motion to compel should be denied.

II. ARGUMENT

A. Data Request No. 2 – Qwest Internet Access Service

4 Data Request No. 2 is a follow-up question to Data Request No. 1, which asked whether Qwest Corporation ("QC") provides any telecommunications services that Qwest Communications Corporation ("QCC") uses as an input to providing dial-up access to ISPs that are customers of

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

QCC. Qwest responded to that question in the affirmative, noting that QC does provide certain tariffed or catalogued services (PRS and private line transport services) to QCC that QCC uses in serving ISPs. The specific service provided by QCC to ISPs that uses services provided to QC as component parts is known as "Wholesale Dial." Data Request No. 2 seeks more detailed information on the same subject. Of the seven subparts, Qwest responded to subparts a, c, and g. Qwest objected to subparts b, d, e, and f.

5 Level 3's argument that Qwest should respond to these subparts is built on factual assumptions and legal propositions that are either wrong or irrelevant. The issues in this docket relate specifically to an interconnection agreement between Level Communications, LLC (a Washington CLEC) and QC (an ILEC operating in Washington). Thus, the issues relate only to those two parties and the central issue in the case is, as to each disputed item, which of the competing disputed language proposed by the parties is consistent with the 1996 Act and other governing authorities relating to interconnection agreements under section 251(c)(2) of the Act. QCC, which is an affiliate of QC, is not a party to the interconnection agreement, nor is it a party to this arbitration docket. Therefore, as a preliminary matter, Level 3 bears a significant burden to demonstrate that information related to a non-party meets the standards of discovery.

6 Level 3's motion to compel is premised on the false assertion that "Qwest is attempting to impose upon Level 3 a network architecture for serving it's [sic] ISP customers that is inefficient and outdated." (Level 3 Motion ¶ 15). Level 3 does not and cannot point to any Qwest-proposed language that imposes a particular network architecture on Level 3. In fact, there is nothing in any Qwest-proposed language that purports to require Level 3 to construct its network in any particular manner. It is certainly true that the network architectures a carrier chooses may have intercarrier compensation implications under any interconnection

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

agreement, but the type of architecture deployed by Level 3 is Level 3's own business decision. Level 3 is a large, sophisticated company, with well-qualified management and legal counsel; as such, Level 3 is fully capable of assessing the legal and operational implications of its network deployment and network architecture decisions and is capable of making well-informed business decisions based on those and other factors. But Qwest's language mandates no specific network architecture for Level 3.

7 Furthermore, there is nothing about the billing address of ISPs, the location of modems of ISPs served by QCC, or the location of the services provided by QC to QCC (*e.g.*, subparts d, e, and f) that is calculated to lead to the discovery of admissible evidence in this case. The reason for this is simple. Other than the fact that both Level 3 and QCC serve ISPs, there is virtually nothing similar about their methods of operation. Level 3 serves ISPs by virtue of its CLEC status, based on services provided under an interconnection agreement, wherein at least two forms of intercarrier compensation are at issue: (1) financial responsibility for Local Interconnection Service ("LIS") such as entrance facilities ("EF") and direct trunked transport ("DTT"), and (2) whether terminating compensation is appropriate for ISP traffic originated on Qwest's network and terminated to ISPs on Level 3's network. Neither of these issues has anything to do with Wholesale Dial.

8 QCC does not provide Wholesale Dial as a CLEC or through interconnection with QC. It provides Wholesale Dial as an enhanced services provider ("ESP"). QCC purchases retail (tariffed or price listed) local exchange service (Primary Rate Service or PRS) in each local calling area ("LCA") from which it seeks to originate traffic for its ISP customers and pays the full retail rate for that service. In order to deliver the traffic to the modems that serve the ISPs (which are provided by QCC), QCC purchases private line/special access services at full retail prices (which are substantially higher prices than those for TELRIC-based LIS services) to

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

transport the traffic to the site of the modems. Because the service is provided to QCC as end user customer, QCC pays full retail prices for the services it obtains from QC. Since QCC operates as an ESP when it offers Wholesale Dial, it cannot charge intercarrier compensation that a telecommunications carrier would be entitled to charge.

9 Thus, two conclusions pertinent to the data requests at issue are obvious. First, since the local telephone numbers obtained by QCC pursuant to Wholesale Dial are provided as part of the PRS local service provided in each LCA in which QCC seeks to originate traffic, there is no issue related to NPA/NXXs used in Wholesale Dial. The provisioning of Wholesale Dial therefore has no bearing on the numbering rules related to NPA/NXXs. Thus, data requests 2.d, e, and f cannot, under any circumstance, be viewed as calculated to lead to relevant evidence. Second, nondiscrimination is not an issue because, with Wholesale Dial, QCC does not interconnect with QC under section 251(c)(2). Because QCC purchases retail services, as any other end user customer may do so, Level 3 has failed to state even a *prima facie* basis for a discrimination claim. To the extent Level 3 was willing to operate as an ESP in similar manner, it too could purchase retail services from Qwest (or from another carrier providing similar services) without any need to interconnect with Qwest under section 251(c)(2). Because Level 3 does not do so, however, any comparison is inapposite.

10 Given the foregoing, Data Request No. 2.d fails to meet the discovery standard because providing billing addresses of ISP customers cannot possibly be relevant in this case. (Indeed, neither Qwest nor Level 3 has ever suggested that an ISP's billing address is relevant to any disputed issue under an interconnection agreement). Data Request No. 2.e fails the same test. Given QCC's method of operation, under which it does not interconnect under section 251(c)(2) and does not seek terminating compensation, the location of QCC's modems/servers is completely irrelevant. (Further, Qwest has already responded to data request 2.g, which

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

identified the two cities in Washington in which QCC's Cisco equipment—the QCC equipment that provides modem functionality for QCC ISPs—is located). Thus, Qwest has, in effect, already answered the question.

11 Data Request No. 2.f fails for all the reasons set forth above. Given the fundamental differences between Wholesale Dial and Level 3's method of operation, the physical location of QC services provided to QCC is irrelevant. Qwest respectfully requests that the Commission deny Level 3's motion as it relates to data requests 2.d, e, and f.

12 Data Request No. 2.b asks for copies of all invoices for all services from QC to QCC for the services provided for Wholesale Dial. This request is apparently premised on the belief that QC may not be billing QCC for services provided to QCC. Level 3 provides nothing to suggest that such a concern has any factual basis. In fact, Qwest, as it is legally obligated to do, maintains a section 272 website that contains a variety of detailed information regarding transactions between QC and the section 272 entity, QCC. The link to that website is: http://www.qwest.com/about/policy/docs/qcc/currentDocs.html. Level 3 may access this website and review the information posted there, but without some basis to believe that Qwest's transactions violate section 272, it would be entirely inappropriate to require QC to provide the reams of billing information sought in Data Request No. 2.b. Level 3 has made no allegation that transactions between QC and QCC are anything other than appropriate. In the absence of such an allegation and a demonstration that it has some basis, this data request is inappropriate. Qwest should not be required to respond to it.

B. Data Request No. 4 – QCC's VoIP Service

13 The issues here are very similar to the issues raised under Data Request No. 2. In this case, however, instead of services to ISPs, the questions relate to services purchased from QC by QCC related to QCC's VoIP offering known as OneFlex™. Qwest has responded to subparts

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

a, e, and g (there was no subpart c). Thus, subparts b, d, and f are the only ones at issue.

14 As with its argument on Data Request No. 2, Level 3 claims that "Qwest is attempting to force Level 3 to provision its VoIP services via an outdated and inefficient network architecture—one that it does not impose on itself or its own affiliates." (Level 3 Motion ¶ 24). This claim is truly perplexing given that, as Level 3 is well aware, QC (the ILEC) does not provide VoIP service. Thus, the allegation that QC does not impose the same requirements on "itself" as on other VoIP providers makes no sense. Moreover, Level 3 cannot point to Qwest-proposed language that imposes any particular network architecture on Level 3. To be sure, there is nothing in any Qwest's language that requires Level 3 to construct its network in any particular manner.

15 Subpart 4.a, like Data Request No. 2.b, asks for copies of all invoices for all services from QC to QCC for services that became components of a QCC service, in this case QCC's VoIP service. For the same reasons that Qwest objects to responding to data request 2.b, it should not be required to respond to Data Request No. 4.a.

16 Data Request No. 4.d asks for the billing address of QCC's VoIP customers. Under no conceivable circumstances do the billing addresses of QCC's VoIP customers need to be revealed for purposes of this case. QCC is not a party and it does not interconnect with QC under section 251(c)(2); thus, a requirement that it to provide such information will not lead to any relevant evidence. It would also be burdensome and would require the disclosure of customer-specific information of a highly confidential nature. Qwest's position is that, for purposes of rating VoIP calls, the relevant locations are the PSTN end user and the VoIP provider POP. Level 3 takes the position that access charges should never apply to VoIP calls. Under either party's proposal, the VoIP end user's billing address is simply irrelevant. The Commission should deny Level 3's motion as it relates to Data Request No. 4.d.

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

17 For the same reasons that Data Request No. 2.f should be denied, the Commission should deny the request for the specific locations of each PRI used by QCC to provide VoIP services. Those locations would be burdensome to provide and, if produced, would present no information even potentially relevant to the interconnection agreement issues in this case.

C. Request Nos. 5.A, 5.B, 5.C & 13.C – ISP "Physical Presence" and POP

18 These requests fall into two categories. The first, Data Request No. 5.A, asks for information related to the state of Washington. The second category includes the other three requests—5.B, 5.C and 13.C—which seek information related to services in other states.

19 As to Data Request No. 5.A, the Commission should reject Level 3's motion. Most importantly, the question simply makes no sense. It asks about the location of the "physical presence" for QC[1] (not QCC) in each LCA in Washington for three separate services ("Digital Signal Level 1," "Voice Termination," and "Outbound Voice Services") as they are used "for the provision of wholesale dialup services." Whether the listed services create a "physical presence" for QC has no bearing on any issue in this case. The presence of a telecommunications carrier is simply not at issue in the case. It is the presence of enhanced service providers that is relevant because it impacts the rating of telephone calls. Level 3 has provided nothing in its motion to demonstrate why this information is even potentially relevant. None of these services are mentioned in the interconnection agreement nor are there any disputed issues related to them. Thus, Data Request No. 5.A is simply not relevant nor calculated to lead to the discovery of admissible evidence.

20 Finally, to the extent this request seeks to know the physical location of each component piece of QC's Washington network that has anything to do with providing the three listed services, it

[1] The instructions state that "Qwest" refers to "Qwest Corporation." (Instruction D). Qwest Corporation is the ILEC party to this case and is also referred to as "QC."

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

is unduly burdensome, as Qwest's network extends across the state and includes 112 wire centers.

21 With regard to data requests 5.B, 5.C and 13.C, each of the arguments set forth above apply with equal force to them. But there is also one additional reason why the motion should be denied as to those three subparts, and that is that the requests seek information for states other than Washington. This docket relates to an interconnection agreement that will govern the parties in Washington. As such, information of what QC may or may not do in other states is outside the scope of this proceeding. This general issue has been addressed by five state commissions—Arizona, Colorado, Iowa, Oregon, and Idaho—each of which ruled that requests for information outside the specific state at issue was not discoverable. Copies of the orders in those states (including a transcript of a bench order in Oregon) are attached hereto.

22 In addition, with regard to Data Request Nos. 5.C and 13.C, Qwest stated that QC offers no service in those states. While Qwest objects to those two requests, the fact that QC (the entity the requests are directed to) offers no services in the states identified in Data Request Nos. 5.C and 13.C makes it clear that, even if compelled to respond, Level 3 already knows the answer.

23 The Commission should deny Level's motion in regard to all subparts of Data Request No. 5 and Data Request No. 13.C.

D. <u>Request Nos. 6, 7, 9 & 10</u>

24 Data Request Nos. 6, 7 and 10 request information concerning access revenues Qwest has in the past received in Washington. Data Request No. 9 seeks information concerning universal service payments Qwest has in the past received in Washington. To justify these requests, Level 3 asserts without any basis that "Qwest claims that local rates will go up if [Level 3's] interconnection requirements are adopted." (Level 3 Motion ¶ 30). In fact, Qwest has made

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

no such statement in its response to Level 3's arbitration petition or elsewhere.

25 Qwest's position in this proceeding is that the Act and the FCC rules require Level 3 to compensate Qwest for the costs Qwest incurs to provide interconnection. For example, in the FCC's *Local Competition Order*, the FCC expressly stated that "a requesting carrier that wishes a 'technically feasible' but expensive interconnection would, pursuant to section 252(d)(1), be required to bear the cost of that interconnection, including a reasonable profit."[2] The FCC further stated that "to the extent incumbent LECs incur costs to provide interconnection or access under sections 251(c)(2) or 251(c)(3), incumbent LECs may recover such costs from requesting carriers." Level 3's proposed contract language in this proceeding repeatedly disclaims responsibility to compensate Qwest for interconnection costs Qwest incurs.

26 Clearly, there is no connection between the access revenues or universal service payments Qwest has collected in Washington in the past and Level 3's obligation to compensate Qwest for costs Qwest incurs to provide interconnection to Level 3. Level 3's motion to compel responses to Data Request Nos. 6, 7, 9 and 10 should be denied.

E. Data Request Nos. 14 & 15 – QCC's Wholesale Voice Termination and Dial Services

27 The seventeen subparts of Data Request No. 14 relate to a product known as "Voice Termination." In response to subparts (A) to (C), Qwest made it clear that this is a long distance service that uses the access tariffs of Washington LECs (QC, Verizon, and Sprint) that terminates the traffic. In light of that, and given that Level 3's position is that no access charges should apply either to VoIP or VNXX traffic under any circumstance, it is clear that the remaining questions are not calculated to lead to the discovery of relevant evidence. Thus,

[2] First Report and Order, *In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, 11 FCC Rcd 15499, ¶¶199-200 (1996) ("*Local Competition Order*").

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

while Qwest responded to the first three subparts, those responses demonstrate that the service that is the subject of the question is completely unlike either VNXX or VoIP. Further responses, by definition, could not lead to anything even potentially relevant to this docket.

28 Data Request Nos. 14.D to 14.F seek similar information about that service in potentially 47 other states (excluding Hawaii and Alaska). Given the obvious irrelevancy of the line of questions in the first instance and the fact that information from other states is irrelevant for reasons stated above, these requests would be burdensome to respond to and are demonstrably not calculated to yield anything relevant to this docket. Furthermore, the question is directed to QC, which does not operate outside its traditional 14-state ILEC territory. Data Request No. 14(K) is objectionable for the same reasons.

29 In Data Request Nos. 14.G through 14.J, Level 3 asks a variety of questions about whether Wholesale Voice Termination is offered as an input to VoIP providers. For reasons set forth above—most notably that the service is based on buying FGD access services—it cannot conceivably lead to relevant evidence. Furthermore, to the extent a VoIP provider buys the service as an end user, the question of QC's point of presence is irrelevant. If the end user buys the service in a particular LCA, it would qualify for the ESP exemption; for all other areas, access charges would apply.

30 Data Request Nos. 14.K through 14.Q (with the exception of 14.L, which was responded to) are all directed to Qwest (meaning QC) and Qwest responded that QC does not provide the specific service. In fact, the service is provided by QCC, who is not a party to this case. Further, this service, for the reasons set forth above, bears no similarity to any of the services at issue in this proceeding and is therefore not calculated to lead to the discovery of admissible evidence. With regard to data request 14.L, Qwest identified the locations of QCC's NASs in Washington in response to data request 2.g. Thus, while Data Request No. 14.L is

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

objectionable, the information has been provided .

31 Finally, Data Request 15.F appears to be the same question as Data Request No. 2.b. Qwest requests the Commission deny the motion to compel a response to Data Request 15.F for the same reasons set forth in Qwest's response to Data Request No. 2.b.

F. Data Request No. 19 – Efficient Use of Trunk Groups

32 Data Request No. 19 calls for information for every state in the United States concerning the combination by Qwest's CLEC affiliate, QCC, of traffic on a single trunk group in combination with the use of factors to apportion toll and local traffic. By its terms, this request is not limited to interconnection between QCC and Qwest. So far, Level 3 has moved to compel a response to this identical request in five states. No commission has granted Level 3's motion with respect to this request. Data Request No. 19 is so overbroad that it fails to meet the requirement that it be "reasonably" calculated to lead to the discovery of admissible evidence.

33 Level 3's motion to compel is based on three false premises. First, Level 3 erroneously asserts that Qwest is requiring Level 3 to deliver its local and toll traffic over separate interconnection trunks. Qwest is not. Qwest's proposed paragraph 7.2.2.9.3.2 clearly allows for a single interconnection trunk group for the exchange of all traffic types:

> CLEC may combine originating Exchange Service (EAS/Local) traffic, ISP-Bound Traffic, IntraLATA LEC Toll, VoIP Traffic and Switched Access Feature Group D traffic including Jointly Provided Switched Access traffic, on the same Feature Group D trunk group.

The dispute between the parties is not whether Level 3 should be permitted to exchange all of its traffic over the same interconnection trunks. The dispute is whether Level 3 may terminate interexchange traffic (referred to as "switched access traffic" in Qwest's proposed language) to Qwest over interconnection trunks that do not have the capability to properly record this

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

traffic. Feature Group D interconnection trunks have this capability. LIS trunks do not. This is a very significant issue now because Level 3 recently acquired Wiltel, a major carrier of interexchange traffic. The Wiltel acquisition means that the volume of interexchange traffic Level 3 delivers to Qwest under the agreement may be substantial.

34 Second, Level 3's motion is based on the false premise that Level 3 has the legal right to deliver interexchange traffic to Qwest over interconnection trunks established pursuant to section 251(c) of the Act. Level 3 does not have such a right. Interconnection rights arising under section 251(c) of the Act are limited to interconnection that Level 3 uses to provide "telephone exchange service" or "exchange access." Section 251(c) interconnection rights do not encompass or extend to interconnection to be used by the CLEC to terminate its interexchange traffic on the network of the ILEC providing interconnection. The FCC has specifically ruled on this issue:

> [A]ll carriers (including those traditionally classified as IXCs) may obtain interconnection pursuant to section 251(c)(2) for the purpose of terminating calls originating from their customers residing in the same telephone exchange (*i.e.*, non-interexchange calls).
>
> We conclude, however, that an IXC that requests interconnection solely for the purpose of originating or terminating its interexchange traffic, not for the provision of telephone exchange service and exchange access to others, on an incumbent LEC's network is not entitled to receive interconnection pursuant to section 251(c)(2). (*Local Competition Order* ¶¶ 190-91).

The FCC reasoned that a carrier that requests interconnection to terminate a long distance call is not "offering" access services, but rather is "receiving" access services. (*Id.* ¶ 186). Since the interconnection is not for the purpose of providing "telephone exchange service" or "exchange access," the ILEC is not required to provide the interconnection under section 251(c)(2). Since section 251(c)(2) is not applicable here, neither are the FCC's rules that

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

interpret section 251(c)(2), including specifically the rules set forth at 47 C.F.R. §§ 51.5 and 51.305.

35 Interconnection for the purpose of originating or terminating long distance calls is governed by section 251(g) of the Act. Section 251(g) provides:

> On and after February 8, 1996, each local exchange carrier, to the extent that it provides wireline services, shall provide exchange access, information access, and exchange services for such access to interexchange carriers and information service providers in accordance with the same *equal access and nondiscriminatory interconnection restrictions and obligations (including receipt of compensation)* that apply to such carrier on the date immediately preceding February 8, 1996, under any court order, consent decree, or regulation, order or policy of the Commission, until such restrictions and obligations are explicitly superseded by regulations prescribed by the Commission after February 8, 1996.

In this proceeding, Level 3 is inappropriately attempting to extend the interconnection rights it has under section 251(c)(2) to encompass the exchange of long distance traffic with Qwest. However, the rules applicable to local interconnection under section 251(c)(2) do not apply to interconnection used to deliver interexchange calls. Qwest is required by section 251(g) to provide interconnection to interexchange carriers ("IXCs"), including CLECs acting in the capacity as IXCs, on a nondiscriminatory basis and that includes the terms of compensation.

36 Finally, Level 3's argument is based on the false premise that QCC has a nondiscrimination obligation under Section 251 of the Act when it interconnects with carriers other than Qwest, the ILEC. QCC is not an incumbent local exchange carrier and does not have the obligations of an incumbent local exchange carrier. Thus, Level 3 is simply wrong when it states that Data Request No. 19 "is critical to assessing whether Qwest's proposals in this arbitration discriminate against Level 3 relative to the manner in which Qwest [the ILEC] provides its interconnection to itself, its affiliates, and other carriers throughout its network." (Level 3

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

Motion, ¶ 38). Data Request No. 19 does not ask for information concerning Qwest's interconnection "with itself, its affiliates, and other carriers throughout its network." Data Request No. 19 is directed solely to QCC's operations and does not even use the word "interconnection."

G. Requests for Admission Nos. 14 - 16

37 Requests for Admission Nos. 14 through 16 ask questions concerning Qwest's operations in Iowa. In its motion to compel, Level 3 once again misrepresents Qwest's position in order to justify these requests. Level 3 incorrectly asserts that "Qwest's position in this proceeding is that it is not technically feasible to allow CLECs to commingle interstate and intrastate telephone calls on common and/or local trunks." (Level 3 Motion ¶ 43). In fact, Qwest has made no such statement in its response to Level 3's petition or elsewhere. Qwest's position is that when interexchange traffic is combined with local traffic on the same interconnection trunks, it should be done on interconnection trunks that have the capacity to properly record the interexchange traffic. This is necessary so that Qwest and other independents and CLECs to whom this traffic is delivered can properly bill Level 3 for this traffic.

38 Level 3 does not assert that Request for Admission Nos. 14-16 are relevant to the positions that it is taking in this proceeding. Thus, since Level 3's motion with respect to these requests to admit is based on a false statement about Qwest's position, Level 3's motion should be denied.

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040

III. CONCLUSION

39 For the reasons set forth herein, the Commission should deny Level 3's Motion to Compel in its entirety.

DATED this _____ day of April, 2006.

QWEST CORPORATION

By: _____

Lisa Anderl
Associate General Counsel
Qwest Services Corporation
1600 7th Ave, Rm. 3206
Seattle, WA 98191
Tel: (206) 345-1574
Fax: (206) 343-4040
Lisa.Anderl@Qwest.com

Thomas Dethlefs
Senior Attorney
Qwest Corporation
1801 California, 10th Floor
Denver, Colorado 80202
(303) 383-6646
Thomas.Dethlefs@Qwest.com

Ted Smith
Stoel Rives, LLP
201 South Main Street
Suite 1100
Salt Lake City, UT 84111
(801) 578-6961
Tsmith@stoel.com

Qwest
1600 7th Ave., Suite 3206
Seattle, WA 98191
Telephone: (206) 398-2500
Facsimile: (206) 343-4040