

38

11-2000 09:25:44 From: GREGG, LEGAL/SETTLE 328 343 4040 1-148 7 002/008 4-255

CONFIDENTIAL SETTLEMENT AGREEMENT

This Agreement is made by and between U S WEST Communications, Inc., a Colorado corporation ("USWC"), and Advanced TelCom Group, Inc., a Delaware corporation ("ATG"), effective June 30, 2000.

REDACTED

WHEREFORE, the parties agree as follows:

RECEIVED
RECORDS MANAGEMENT
03 NOV - 1 PM 4: 31
STATE OF WASH.
UTIL. AND TRANS.
COMMISSION

REDACTED

1-24-2005 08:25am From: GREGG LEGAL/TEL

206 542 4040

T-148 P 001/001 P-158

REDACTED

4. Reciprocal Compensation for Internet-Bound Traffic:

4.1. The parties hereby agree to forego reciprocal compensation, and will provide services through a Bill and Keep arrangement, in all states where the parties currently have an interconnection agreement except for the state of Washington. The reciprocal compensation rate for Internet-bound traffic in the state of Washington will be \$0.001 per minute of use. The reciprocal compensation rate for all other traffic in the state of Washington will remain unchanged from the existing interconnection agreement.

4.2. The waivers and the rates of compensation described in this Section 4 for any state where the parties currently have an interconnection agreement will be in effect as long as the existing interconnection agreement between the parties is in effect in that state. Upon any expiration or termination of an interconnection agreement between the parties, ATG may exercise its rights to negotiate, arbitrate and/or opt-in to any other interconnection agreement as allowed under applicable law.

REDACTED

05-26-2005 05:18pm From-BEST LEGAL/SEATTLE

206 342 4040

7-148 P 005/005 F-256

ADVANCED TELCOM GROUP, INC.

U S WEST COMMUNICATIONS, INC.

Signature

Title

Date

M. Black
Division President
6-30-00

Signature

Title

Date

05-26-05 15:17:18 From: QWEST LEGAL/SEATTLE
05-26-05 08:41:00 To: QWEST U.S. LEGAL

275 343 4345
SUBSCRIBER

05-26-05 P 03:18:00 P-258
FROM: QWEST LEGAL/SEATTLE

ADVANCED TELCOM GROUP, INC.

U S WEST COMMUNICATIONS, INC.

Signature

J. M. Tinkler
Signature

Title

Vice President - Global
Title

Date

6-30-05
Date

95A00540790

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm.
Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.;
Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.;
Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-008I

REQUEST:

If a call originates from a Quest customer in one local calling area, travels on CLEC facilities to a CLEC collocation in another local calling area and is transported on CLEC facilities back to the original calling area, where it terminates, does Qwest consider that to be a VNXX call? Why or why not?

RESPONSE:

Qwest does not consider this a VNXX call because the call originates and terminates in the same local calling area.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-011I

REQUEST:

Can ATI customers located within one Local Exchange call a Qwest ISP Local Telephone Number where the Qwest call termination device, such as a Remote Access Server (RAS) or similar TDM to IP terminated device, is not "physically" located in the originating callers same Local Calling Area (LCA) without incurring toll charges?.

RESPONSE:

Qwest assumes the reference to "Local Exchange" is synonymous with a reference to a "LCA." Qwest also assumes that that the reference to a "Qwest ISP Local Telephone Number" refers to a local telephone number associated with the same LCA as the calling party that is provided by Qwest to an ISP customer. Even with those assumptions, the question does not provide enough information to make a categorical answer - it depends on the situation. If the ISP obtains PRI service in the same LCA in which the ATI customer is located, then the ISP obtains local telephone numbers in the LCA in which it subscribes to PRI (access to numbers is part of the PRI service). Thus, if the ATI customer dials a local telephone number associated with same LCA in which the ATI customer is located, the call would be a local call, and no toll charges would be assessed.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-012I

REQUEST:

Does Qwest pay originating access charges to ATI for FX calls originated by an ATI customer to a Qwest customer in a different local calling area? If not, why not?

RESPONSE:

The question is not clear. For example, it is not clear in the question whether Qwest or ATI is the provider of FX service. However, for purposes of responding, Qwest makes the following assumptions: (1) that the ATI customer is located in and buys local exchange service in "LCA A" and (2) that Qwest provides FX service in "LCA A" to a customer located in "LCA B." In that situation, the Qwest FX customer buys local service in "LCA A" (and pays the applicable local exchange rate for that LCA). The Qwest FX customer also buys retail private line service to transport the call to "LCA B." If those assumptions properly clarify the question, the answer is that the call is deemed to be local, and Qwest does not pay ATI originating access charges.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
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INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-013I

REQUEST:

If a call is originated by a Qwest end user in Olympia, Washington and is routed to ATI's collocation in Olympia and then over ATI-owned fiber transport to ATI's Tacoma switch which routes the call back to ATI's Olympia collocation over that same ATI transport and the call terminates to an ATI end user in Olympia.- does Qwest consider that to be a local call or a VNXX call? Please explain your answer.

RESPONSE:

Assuming that the parties to the call both have telephone numbers associated with the Olympia LCA, the call is local call because the calling party and the called party are both located in the Olympia LCA. See Mr. Brotherson's Direct Testimony at 7-10.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm.
Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.;
Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.;
Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-006A

REQUEST:

Admit that in Washington, the Interconnection Agreement between ATI and Qwest includes a specific reciprocal compensation rate for Internet-bound traffic and that rate is \$0.001 per minute of use.

RESPONSE:

Denied.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
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Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.;
Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.;
Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-007A

REQUEST:

Admit that if a local call from a Qwest customer to a CLEC customer is transported out of the local calling area by the CLEC to be switched in a different exchange and then terminated back in the local calling area where it originated it is properly rated as a local call.

RESPONSE:

Admitted.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-008A

REQUEST:

Admit that Qwest does not pay ATI originating access for ATI customers who call an ISP dial-up line, where the Qwest ISP dial-up line has a NPA-NXX that, appears to be a local call to the ATI customer, but that Local NPA-NXX actually terminates to an ISP dial-up line that is "physically" located. or terminated in a different Local Calling Area (LCA).

RESPONSE:

The request is ambiguous and is therefore denied. However, to the extent the question is essentially the same question as propounded in Data Request 03-012, Qwest admits the request, subject to its explanation in its response to Data Request 03-012.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-009A

REQUEST:

Admit that ATI would have no way of knowing that the call described in #1 above is to a Qwest ISP dial-up line.

RESPONSE:

Qwest assumes that ATI intended to refer to #8 instead of #1. Qwest can neither admit nor deny the request. If ATI suspects a number is used dial-up access service to an ISP, it could certainly investigate whether that was the case.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm.
Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.;
Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.;
Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-010A

REQUEST:

Admit that Qwest does not pay Originating Access to ATI when ATI's customers call Qwest ISP Local Telephone Numbers and originate that call in a Local Calling Area (LCA), yet Qwest's Remote Access Server (RAS) or similar TDM to IP terminated device is "physically" located in another Local Calling Area (LCA).

RESPONSE:

Assuming the ATI customer is in the same LCA with which the local telephone number assigned by QC to its ISP customer is associated, Qwest admits the request, for the reasons set forth in Qwest's responses to Data Request No. 03-012.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm.
Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.;
Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.;
Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-011A

REQUEST:

Admit that ATI does not have any NPA-NXX number that is transported
outside of the LATA within which ATI's single switch is located.

RESPONSE:

Qwest can neither admit nor deny the request for lack of knowledge since
ATI does not disclose to Qwest the physical location of all of its
customers, and ATI may route traffic to a customer outside a LATA.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
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INTERVENOR: Advanced TelCom, Inc. d/b/a Eschelon Telecom, Inc.
REQUEST NO: ATI 03-012A

REQUEST:

Admit that ATI pays for or owns its own transport for all calls that originate in its Local Calling Areas (LCA's) that must be analyzed by the single ATI switch within a LATA, through the use of its own fiber plant or leased carrier transport.

RESPONSE:

Deny for lack of knowledge. Qwest does not have access to the details of ATI's network that would be necessary to respond to the request.

Respondent: Larry Brotherson

QWEST CORPORATION

STATE: Washington
DOCKET NO: UT-063038
CASE DESCRIPTION: Qwest Corp. v. Level 3 Comm. LLC; Pac-West Telecomm. Inc.; Northwest Telephone Inc.; TCG-Seattle; Electric Lightwave, Inc.; Advanced Telecom Group Inc. d/b/a Eschelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldco
INTERVENOR: Electric Lightwave, LLC
REQUEST NO: ELI 02-007S1

REQUEST:

Please describe the alternatives to Qwest's FX Service that would be available to a customer who wants to obtain FX Service from a competitive provider whose switch serves multiple local calling areas.

RESPONSE:

Qwest is working to provide a response to this request and will provide it as soon as it is available.

SUPPLEMENTAL RESPONSE dated 1/10/07:

For a CLEC to offer FX service it would be necessary for the CLEC to have switching capability (either self-provisioned or purchased from another company with switching capability) in the local calling area where end users originate calls to reach the CLEC FX customer. In addition, the CLEC would need transport facilities (either self-provisioned or purchased from another company with transport facilities) for its FX end user to deliver the traffic from the originating LCA to the distant LCA where its end user FX customer is located. If a CLEC does not have both switching capability in nor transport facilities from a particular LCA as described above, then it would be unable to offer FX service from that LCA.

Respondent: Larry Brotherson