

BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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

Pac-West Telecomm, Inc. ("Pac-West"), Northwest Telephone, Inc. ("NTI"),
Focal Communications Corporation, n/k/a Broadwing Communications, LLC
("Broadwing"), and Global Crossing Local Services, Inc. ("Global Crossing")
(collectively "Joint CLECs") provide the following Answer to Qwest Corporation's
("Qwest") complaint, and Broadwing and Global Crossing allege the following
counterclaims. All pleadings, correspondence, and other communications to the Joint
CLECs should be sent to the following:

Gregory J. Kopta
Davis Wright Tremaine LLP
2600 Century Square
1501 Fourth Avenue
Seattle, WA 98101
Telephone (206) 628-7692
Facsimile (206) 628-7699
Email: gregkopta@dwt.com

In addition, copies of pleadings, correspondence, and other communications to the individual Joint CLECs should be sent to the following:

Ethan Sprague
Director, Regulatory Affairs
Pac-West Telecomm, Inc.
1776 W. March Lane, Suite 250
Stockton, CA 95207
Tel. (209) 926-3416
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ANSWER

1. The Joint CLECs neither admit nor deny the statements in paragraph 1 of the Complaint.
2. The Joint CLECs neither admit nor deny the allegations in paragraph 2.

3. The Joint CLECs deny the allegations in paragraph 3 to the extent the information specific to the Joint CLECs in Appendix A is inconsistent with the contact information provided above, and neither admit nor deny the information specific to other parties based on lack of personal knowledge.

4. The Joint CLECs admit the allegations in paragraph 4.

5. The Joint CLECs neither admit nor deny the allegations in paragraph 5 based on lack of personal knowledge.

6. The Joint CLECs admit the allegations in paragraph 6.

7. The Joint CLECs admit the allegations in paragraph 7.

8. The Joint CLECs admit the allegations in paragraph 8 as applicable to the Joint CLECs, and neither admit nor deny the information specific to other parties based on lack of personal knowledge.

9. The Joint CLECs admit that the Commission has jurisdiction over the Complaint and the Joint CLECs but deny the remaining allegations in paragraph 9 on the grounds that the statutes speak for themselves.

10. The Joint CLECs admit the allegations in paragraph 10.

11. The Level 3 Order speaks for itself, and the Joint CLECs deny the allegations in paragraph 11 to the extent they are inconsistent with that order.

12. The Joint CLECs neither admit nor deny the allegations in paragraph 12 to the extent that those allegations characterize Qwest's contentions, and the Joint CLECs deny those allegations with respect to the substance of those contentions.

13. The Joint CLECs deny the allegations in paragraph 13.

14. The Joint CLECs deny the allegations in paragraph 14.

15. The Joint CLECs admit that the telecommunications industry has established and uses telephone number assignments in the NPA/NXX format to rate and route telecommunications traffic. The Joint CLECs deny the remaining allegations in paragraph 15.

16. The Joint CLECs deny the allegations in paragraph 16.

17. The Joint CLECs deny the allegations in paragraph 17.

18. The Joint CLECs deny the allegations in paragraph 18.

19. The Joint CLECs admit that Qwest offers foreign exchange service. Qwest's tariff speaks for itself, and the Joint CLECs deny Qwest's characterization of that tariff. The Joint CLECs deny the remaining allegations in paragraph 19.

20. The Joint CLECs neither admit nor deny allegations concerning respondents other than the Joint CLECs. The Joint CLECs deny all remaining allegations in paragraph 20.

21. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

22. The Joint CLECs admit that they may lawfully offer their end users the ability to exchange calls throughout the state of Washington such that the calling parties would not be charged a toll charge and that the Qwest services identified in paragraph 22 provide two means of doing so, but the Joint CLECs deny that those services are the exclusive means of doing so. The Joint CLECs deny all remaining allegations in paragraph 22.

23. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

24. RCW 80.36.230, WAC 480-120-021, and other Commission rules speak for themselves, and the Joint CLECs deny all allegations in paragraph 24 inconsistent

with that statute and Commission rules. The Joint CLECs deny the remaining allegations in paragraph 24.

25. Qwest's tariff and Commission action or inaction with respect to that tariff speak for themselves, and the Joint CLECs deny all allegations in paragraph 25 that are inconsistent with that tariff and Commission action or inaction. The Joint CLECs deny the remaining allegations in paragraph 25.

26. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

27. RCW 80.36.080 speaks for itself, and the Joint CLECs deny all allegations inconsistent with RCW 80.36.080.

28. The Joint CLECs deny the allegations in paragraph 28.

29. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

30. RCW 80.36.140 speaks for itself, and the Joint CLECs deny all allegations inconsistent with RCW 80.36.140.

31. The Joint CLECs deny the allegations in paragraph 31.

32. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

33. RCW 80.36.160 speaks for itself, and the Joint CLECs deny all allegations inconsistent with RCW 80.36.160.

34. The Joint CLECs deny the allegations in paragraph 34.

35. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

36. RCW 80.36.170 speaks for itself, and the Joint CLECs deny all allegations inconsistent with RCW 80.36.170.

37. The Joint CLECs deny the allegations in paragraph 37.

38. The Joint CLECs reassert their answers set forth above to paragraphs 1-20.

39. The cited Commission orders speak for themselves, and the Joint CLECs deny all allegations inconsistent with those orders. The Joint CLECs deny all remaining allegations in paragraph 39.

40. The Joint CLECs deny all remaining allegations in paragraph 40.

41. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 41 or any other relief.

42. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 42 or any other relief.

43. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 43 or any other relief.

44. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 44 or any other relief.

45. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 45 or any other relief.

46. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 46 or any other relief.

47. The Joint CLECs deny that Qwest is entitled to the relief requested in paragraph 47 or any other relief.

AFFIRMATIVE DEFENSES

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

49. Unclean Hands. Qwest provides one or more services that are functionally indistinguishable from the “VNXX” that Qwest alleges the Joint CLECs provide, and thus Qwest improperly asks the Commission to hold that such services are unlawful only when provided by the Joint CLECs and to prevent only the Joint CLECs from providing such services.

BROADWING AND GLOBAL CROSSING COUNTERCLAIMS

50. Interconnection Agreements. Broadwing and Qwest are parties to an interconnection agreement, including any amendments, that has been approved by the Commission. Global Crossing and Qwest are parties to an interconnection agreement, including any amendments, that has been approved by the Commission.

51. Compensation for Transport and Termination. Each of the interconnection agreements provides for the payment of reciprocal compensation for the transport and termination of section 251(b)(5) traffic or “local traffic,” as that term is used or defined in the agreements, and compensation for the exchange of “ISP-bound traffic,” as that term is used or defined in the agreements.

52. Qwest Withholding of Compensation. Broadwing and Global Crossing have billed Qwest for reciprocal compensation for the transport and termination of section 251(b)(5) or “local traffic” that Qwest has originated and/or compensation for the ISP-bound traffic that Qwest has delivered for termination. Qwest has disputed and refused to pay those bills or to otherwise compensate Broadwing or Global Crossing for the transport and termination of section 251(b)(5) traffic or “local traffic” or of ISP-

bound traffic on the grounds that the traffic is “VNXX” traffic, as Qwest has alleged in its Complaint.

53. Breach of Interconnection Agreement. Qwest’s refusal to compensate Broadwing and Global Crossing for the transport and termination of section 251(b)(5) traffic or “local traffic” and ISP-bound traffic violates the interconnection agreement between Broadwing and Qwest and the interconnection agreement between Global Crossing and Qwest.

54. Relief Requested. Broadwing and Global Crossing, therefore, request that the Commission issue an order requiring Qwest to compensate Broadwing and Global Crossing for the transport and termination of section 251(b)(5) traffic or “local traffic” and ISP-bound traffic under the terms and conditions of their respective interconnection agreements, including the payment of all invoiced amounts that Qwest has withheld, plus interest, and that the Commission grant such further or other relief as the Commission finds fair, just, reasonable, and sufficient.

Dated this 26th day of June, 2006.

DAVIS WRIGHT TREMAINE LLP
Attorneys for Pac-West Telecomm, Inc., Northwest Telephone, Inc., Broadwing Communications, LLC, and Global Crossing Local Services, Inc.

By:



Gregory J. Kopta/
WSBA No. 20519

CERTIFICATE OF SERVICE

Docket No. UT-063038

I hereby certify that on the date given below the original and 7 true and correct copies of *Answer of Pac-West, NTI, Broadwing and Global Crossing and Counterclaims of Broadwing and Global Crossing* were delivered via messenger delivery and email to:

Ms. Carole J. Washburn, Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive SW
Olympia, WA 98504-7250
E-mail: records@wutc.wa.gov

On the same date, a true and correct copy was sent by email and by regular U.S. Mail, postage prepaid, to:

Lisa A. Anderl Qwest Corporation 1600 Seventh Avenue Seattle, WA 98191 lisa.anderl@qwest.com (206) 343-4052	
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DATED this 26th day of June, 2006.

By: Mary A. Scarsorie
Mary A. Scarsorie