

Washington
UT-063038
PWT 01-003

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 003

Re: Direct Testimony of Philip Linse at 9, line 23, through page 10, line 6, please provide the following information based on the example given in the testimony:

a. If the end user in Olympia who originates the call to the Qwest FX customer obtains local service from a CLEC and that CLEC and Qwest are obligated to pay each other reciprocal compensation for the exchange of local traffic, does Qwest charge the CLEC reciprocal compensation for that call?

b. Is the Qwest FX customer able to originate calls to end users who are physically located in Olympia using the FX service that are rated as local calls? If not, why not? If so, and if the end user that the Qwest FX customer calls obtains local service from a CLEC and that CLEC and Qwest are obligated to pay each other reciprocal compensation for the exchange of local traffic, does Qwest pay the CLEC reciprocal compensation for those calls?

RESPONSE:

a. Yes, if the interconnection agreement between the CLEC and Qwest calls for reciprocal compensation to be paid. For the purposes of this question, Qwest assumes that the Qwest FX customer is not an ISP.

b. Yes. However, Qwest assumes that the FX customer is not an ISP. Qwest would pay reciprocal compensation to the CLEC if the interconnection agreement between Qwest and the CLEC called for the payment of reciprocal compensation.

Respondent: Larry Brotherson

Washington
UT-063038
PWT 01-004

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 004

Re: Direct Testimony of Philip Linse at 10, line 24, does Qwest provide FX service to any ISPs in Washington? If so, please identify each Qwest affiliate that operates as an ISP in Washington to which Qwest provides FX service.

RESPONSE:

In addition to QCC, Qwest has in the past provided service similar to FX (PRI plus retail private line service) several to ISPs. Qwest is investigating whether it still provides any such services to ISPs in Washington.

Respondent: Larry Brotherson

Washington
UT-063038
PWT 01-009

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 009

Does Qwest consider voice over Internet protocol ("VoIP") service to be VNXX as that term is used in Qwest's testimony if calls can be originated from or terminated to the telephone numbers assigned to the customers of the VoIP service when the customers are not physically located in the local calling area to which the telephone numbers are rated? Please explain why or why not.

RESPONSE:

The question cannot be answered with a simple yes or no answer.

VNXX occurs when a CLEC assigns local telephone numbers to a party physically located in a local calling area different than the local calling area with which the telephone number is associated. VoIP adds a further complication because of the application of the Enhanced Services Provider (ESP) exemption. ESPs are treated as end users and are allowed to purchase local service as a business end user. Under the ESP exemption, the two relevant locations for call rating are the location of the ESP Point of Presence (also known as the VoIP Provider POP) and the location of the PSTN end user who is called by the VoIP end user customer.

Qwest considers VoIP calls to be VNXX calls when a VoIP end user customer is assigned a telephone number in the local calling area of the end user PSTN customer that receives the call, but when the VoIP provider has not purchased local service in that local calling area. Thus, if VoIP traffic is being terminated to local calling areas where the VoIP provider (as opposed to the VoIP customer) does not purchase local service, but only has local telephone numbers provided by a CLEC, that traffic is VNXX traffic.

Respondent: Larry Brotherson

Washington
UT-063038
PWT 01-010

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 010

Would your response to Request No. 9 be the same if the VoIP customers generally are physically located within the local calling area to which their telephone numbers are rated but are able to use their VoIP service to originate and terminate calls from physical locations outside the local calling area? Please explain your response.

RESPONSE:

Qwest interprets the reference to "VoIP customers" to mean customers of the "VoIP Provider". For rating VoIP calls, the location of the VoIP customer is not relevant. As noted in response to No. 9, the two relevant locations for call rating are the location of the ESP Point of Presence (also known as the VoIP Provider POP) and the location of the PSTN end user who is called by the VoIP customer. To terminate the VoIP originated call on the PSTN, the ESP (VoIP Provider) must purchase local service in the LCA where the call is terminated on the PSTN - otherwise the traffic should be considered to be VNXX traffic.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 01-017

REQUEST:

Re Direct testimony of Larry B. Brotherson at 23, lines 6-8, does Qwest consider a call to an ISP to "terminate" at an ISP modem? If so, please explain Qwest's position and provide all documents that support that position.

RESPONSE:

In reality, a dial-up ISP call, at any given point, will be "terminated" at the website the calling party is accessing. As the FCC stated in the ISP Declaratory Order, ISP traffic is actually routed to websites that may be anywhere in the country or in the world. Thus, during the course of a dial up Internet session, the terminating point of an ISP call may change many times (e.g., if the calling party goes on Amazon.com, then to EBay.com, and then to other websites, the terminating point will change accordingly).

Thus, in that sense, a call to an ISP does not "terminate" at the modems. Modems (or other devices that provide modem functionality) are the devices that, for the duration of a dial up ISP call, continue to make the conversion of TDM traffic from the calling party into IP as the traffic flows to the Internet; at the same time, as information comes back from the Internet, the modems convert it from IP to TDM. The modem is also the device that, in effect, "answers" the call made using the calling parties modem.

For compensation purposes, Qwest believes that, consistent with the ISP Remand Order, ISP-owned modems (even though they are not the ultimate termination point) are sufficient to consider the call local if they are in the same local calling area as the calling party.

Respondent: Larry Brotherson

Washington
UT-063038
PWT 01-019

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 019

Is Qwest's position provided in response to Request No. 17 the same if the ISPs with modems physically located in a different local calling area obtain Foreign Exchange ("FX") service from the local exchange company connecting their modems to the ISPs' customers' local calling area? Please explain your response.

RESPONSE:

In states where FX service is both permitted and recognized as the purchase of local exchange service, the answer is yes.

As stated in response to PacWest 01-018, Qwest's position is that the determination of whether a call is "local" is based upon the locations of the calling and called parties to the call and whether the call originates and terminates at physical locations within the same LCA. If an ISP were to purchase a genuine FX service from a local exchange provider similar to the FX service provided by Qwest (where, for example, Qwest has switch capability and other facilities in the originating LCA and thus was capable of actually providing FX service), calls originating in the LCA where the customer purchased the FX service would be considered local calls. With FX service, the ISP customer would be purchasing local service within the same LCA as the calling party and would be paying to transport the call to the FX customer's location in a distant local calling area within the LATA.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 01-020

REQUEST:

Re Direct testimony of Larry B. Brotherson at 27, lines 1-4, please provide copies of all cost studies, analyses, or other documents demonstrating that Qwest end users have paid specifically for interconnection and transport costs associated with "CLECs utilizing VNXX service" in Washington and the amount those customers have paid, both in total and on a per customer, per month basis, since January 1, 2003.

RESPONSE:

The question demonstrates a misunderstanding of Mr. Brotherson's testimony. Mr. Brotherson's point was that if the cost causer for a particular cost does not pay for those costs, they end up being borne by someone else. One of the possibilities would be that Qwest could somehow pass those costs on to its other end users. Another possibility is that if the costs cannot be recovered from Qwest customers, Qwest's shareholders would bear the burden of those costs. Qwest has performed no cost studies to determine who has borne those costs. But, given that the CLECs, their ISP customers, and the end users of those ISPs have not borne the costs (as they should), it's clear that the costs have either been borne by other end users or shareholders.

Respondent: Larry Brotherson

Washington
UT-063038
PWT 01-021

INTERVENOR: Pac-West Telecomm, Inc.

REQUEST NO: 021

Re Direct testimony of Larry B. Brotherson at 37-40, please answer the following based on the assumption that a local exchange service customer's physical premises is located in local calling area A but the customer obtains FX service from Qwest that connects the customer (i.e., provides a number rated as local) to a different local calling area B:

a. If a CLEC provides local exchange service to a customer whose premises is physically located in local calling area B, is the CLEC entitled to originating or terminating switched access charges on calls between its customer and the Qwest customer?

- i. If not, please explain why not.
- ii. If so, please state:

A. whether Qwest pays originating or terminating switched access charges to CLECs under these circumstances;

B. whether Qwest imputes the payment to itself of its own access charges on calls made between the Qwest FX customer and other Qwest customers and reports and provides the interim universal service portion of those access charges to WECA; and

C. whether Qwest's FX rates are set at levels sufficient to cover the costs of paying such access charges to CLECs and imputing the payment of such access charges to Qwest itself. Please provide copies of all cost studies, analyses, and other documents that support your response.

b. If a CLEC provides local exchange service to a customer whose premises is physically located in local calling area A, is Qwest entitled to originating or terminating switched access charges to calls between its customer and the CLEC's customer? If so, please explain why switched access charges apply when the CLEC customer's physical premises is located in the same local calling area as the Qwest customer's physical premises.

RESPONSE:

Qwest assumes that the question relates to intrastate service in Washington.

a. Assuming that a Qwest local exchange service customer is physically located in Local Calling Area A and that customer buys FX service from Qwest that gives it dial tone in Local Calling Area B, if a CLEC provides local exchange service to a customer whose premises is physically located in Local Calling Area B, the CLEC is not entitled to originating or terminating switched access charges on calls between its customer and the Qwest customer because the call originates in Local Calling Area B and is delivered to a customer who buys local service in Local Calling Area B. The call is a local call.

b. If a CLEC provides local exchange service to a customer whose premises is physically located in Local Calling Area A (and who has a telephone number associated with Local Calling Area A) calls an FX number with a telephone number in Local Calling Area B, the calling party whether a CLEC end user or

a Qwest end user would be required to dial 1+ (since the numbers are not in the LCA) in order to be routed to the telephone number in LCA B. Thus, originating or terminating switched access charges would apply to the call. The reason for this is that, with FX service, the local exchange service being purchased is in Local Calling Area B. Given that Local Calling Areas A and B are not in the same LCA, the call is a toll call to which switched access applies.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 01-022

REQUEST:

Re Direct testimony of Larry B. Brotherson at 37-40, please answer the following based on the assumption that a local exchange service customer's physical premises is located in local calling area A but the customer obtains a service from Qwest that forwards the customer's calls from a telephone number rated as "local" in a different local calling area B:

a. If a CLEC provides local exchange service to a customer whose premises is physically located in local calling area B, is the CLEC entitled to originating or terminating switched access charges on calls between its customer and the Qwest customer?

- i. If not, please explain why not.
- ii. If so, please state:

A. whether Qwest pays originating or terminating switched access charges to CLECs under these circumstances;

B. whether Qwest imputes the payment to itself of its own access charges on calls made between the Qwest FX customer and other Qwest customers and reports and provides the interim universal service portion of those access charges to WECA; and

C. whether Qwest's FX rates are set at levels sufficient to cover the costs of paying such access charges to CLECs and imputing the payment of such access charges to Qwest itself. Please provide copies of all cost studies, analyses, and other documents that support your response.

b. If a CLEC provides local exchange service to a customer whose premises is physically located in local calling area A, is Qwest entitled to originating or terminating switched access charges to calls between its customer and the CLEC's customer? If so, please explain why access charges apply when the CLEC customer's physical premises is located in the same local calling area as the Qwest customer's physical premises.

RESPONSE:

a. With Remote Call Forwarding/MEL, all calls from the RCF/MEL customer to other customers are rated based on the location of the LCA where the RCF/MEL customer obtains local service. Thus, if the call is forwarded to a customer in the same LCA, it is local. If the call is forwarded to a customer located in a different LCA, the call is a toll call.

With regard to inter-carrier compensation, if a RCF/MEL call is a toll call, the forwarding party's toll carrier ("IXC") will pay the appropriate access charges to originate and terminate the call.

b. If we assume their customer is buying local service in LCA A and their customer dials the LCA B telephone number assigned to the Qwest customer, and the call between the two LCAs is interexchange, then the call would be a toll call and the call would be routed to an IXC. In these instances the IXC would pay access charges. When Qwest is the toll carrier, and the call

originates in a non-Qwest exchange, Qwest pays originating access.

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: Pac-West Telecomm, Inc.

REQUEST NO: PWT 02 -023

REQUEST:

Re: Rebuttal Testimony of Larry B. Brotherson at 5, lines 15-18, please provide all cost studies, analyses, work papers, or other documents that support the statement that the Qwest FX customer "bears full financial responsibility" for the interexchange "toll free calling" that Qwest provides as part of FX service, including but not limited to compensation to the local exchange carrier who serves the customer who places the calls to the Qwest FX customer.

RESPONSE:

Mr. Brotherson's primary point in saying that a Qwest FX customer "bears full financial responsibility" is that an FX customer pays for the two elements (local service and transport) that make up FX service at the same retail rates paid by other end users for precisely the same services. The Qwest FX customer buys local exchange service in the local calling area at the applicable tariffed rate. That local service connection is established by the FX customer in the same manner as all other local exchange services that apply to that LCA. The FX customer pays for transport to its location in another LCA at retail private line transport rates. Please see Confidential Attachment A for a copy of the Washington Private Line Cost Study applicable for FX service.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 02 -025

REQUEST:

Re: Rebuttal Testimony of Larry B. Brotherson at 8, lines 22-23, is it Qwest's position that a CLEC with a single switch in Washington cannot provide local service in any local calling area other than the local calling area in which that switch is physically located? Please explain your response.

RESPONSE:

No. Qwest allows Single Point of Presence, or "SPOP", which allows a CLEC to provide local exchange service to customers located within that LCA without having to place a switch in each LCA. With SPOP, if a CLEC elects to provide local service from a single switch within a LATA, it is entitled to request from NANPA, the national numbering authority, NXXs for LCAs both near and far from its switch. When a CLEC is assigned an NXX for a particular town located in a different LCA than its switch and has constructed or leases loops to retail subscribers located within that LCA, that is consistent with the use of the assigned NXX (i.e., it allows the CLEC to provide local exchange service to customers located within that LCA without having to place a switch in each LCA). If a CLEC is assigned an NXX from a distant LCA and it creates a primary line of business that creates a deliberate misimpression that, from a carrier-to-carrier perspective, toll free calling is really conventional local calling, then that is an inappropriate use of the assigned NXX. With SPOP, CLEC calls originate and terminate within the same LCA, regardless of where the CLEC switch is located. With VNXX, CLEC customers' telephone numbers are associated with one LCA even though the customers are located in another LCA. The result is that the CLEC disguises interexchange calls as local calls.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 02 -026

REQUEST:

If it is not Qwest's position that a CLEC with a single switch in Washington cannot provide local service in any local calling area other than the local calling area in which that switch is physically located, please explain why that CLEC can provide local service in other local calling areas but not the open component of an FX service.

RESPONSE:

As stated in response to PWT 02-025, a CLEC can provide local service in a calling area other than where its switch is physically located. For truly local traffic (where the parties to the call are physically located in the same LCA), Qwest has the obligation to transport the traffic to the SPOP location, and the CLEC would then have the responsibility to transport the traffic back to its customer in the originating LCA. SPOP does not, however, eliminate existing call rating rules and replace Commission-approved LCAs within the LATA. In response to providing local service in other LCAs with SPOP, but not to the open component of an FX service, Qwest is unsure what PacWest means by "open component of an FX service". Qwest's FX service is a combination of two services: local exchange service plus private line transport service where the end user transports the call from the location where they have purchased local service over a facility dedicated to that end user to a distant location in another LCA. If that is what PacWest means by the open component of an FX service, then PacWest could claim to offer local service to its end user as described in response to PWT 02-025, whereupon its customer in LCA A could put that traffic on a dedicated facility (i.e. private line) to a location in LCA B, similar to the way Qwest offers its FX service. But a CLEC offering local service in an LCA where it has no switch and little, or in most cases no, network facilities creates a sham FX service because, instead of the CLEC providing the local exchange service, it uses Qwest's local network and switch for free. If the CLEC has elected for business reasons to have only one switch in the LATA, the CLEC would have less switching investment (by having only one switch in the LATA rather than a switch in each LCA where it provides service and therefore an inability to provide a true FX service).

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 02 -027

REQUEST:

Re: Rebuttal Testimony of Larry B. Brotherson at 13, lines 19-21, please provide the number of calls and minutes of traffic delivered to Qwest's FX customers in Washington during calendar year 2006, or the latest twelve month period in which Qwest possesses such data, and the proportion or percentage of those calls and minutes to the total number of calls and minutes of traffic on Qwest's Washington network as a whole.

RESPONSE:

Qwest does not track the number of calls and minutes of use for FX service.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 02 -028

REQUEST:

Re: Rebuttal Testimony of Larry B. Brotherson at 23, lines 3-5, please provide all cost studies, analyses, reports, or other documents to support the statement that "the extra charge that Global Crossing imposes generates revenue for Global Crossing for the use of Qwest's switching and network facilities," rather than for the use of Global Crossing's own network.

RESPONSE:

Qwest has no cost study to support Global Crossing's extra charge and relied upon Global Crossings testimony to support that statement. However, by using VNXX numbering, the cost of transporting a VNXX call and representing it as a local call and not a call to a distant exchange, the call is transported to the distant exchange by Qwest on Qwest's network at Qwest's expense to the Global Crossing switch. If Global Crossing has an extra charge to its customers for the FX like call from LCA A to LCA B, there is no additional cost to Global Crossing, as Qwest has incurred the cost to transport the call from LCA A to LCA B.

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: Pac-West Telecomm, Inc.
REQUEST NO: PWT 02 -029

REQUEST:

Re: Rebuttal Testimony of Larry B. Brotherson at 46, please provide the following information with respect to Qwest's Market Expansion Line ("MEL") service:

- a. Does Qwest require customers of its MEL service to have a physical presence in the local calling area to which the telephone number from which calls are forwarded is rated? If so, please describe that requirement and that presence.
- b. Does Qwest consider a call from another local exchange company's customer to a Qwest MEL customer that is then forwarded to a physical location outside of the local calling area to be a single call or two different calls (one call to the telephone number rated to the local calling area and a second call from that telephone number to the ultimate destination)? Please explain your response.
- c. To how many customers does Qwest currently provide MEL serve in Washington?
- d. What is the total number of call-forwarded interexchange calls and minutes of traffic that Qwest carried for its MEL customers in Washington in calendar year 2006 or the latest twelve month period in which Qwest possesses such data?
- e. What percentage of Qwest's MEL customers in Washington use an IXC other than Qwest or an affiliate of Qwest to carry the intraLATA interexchange calls that are call-forwarded as part of the MEL service?

RESPONSE:

- a. No. Qwest's Market Expansion Line (MEL) is a remote call forwarding "feature" that allows a customer to call forward their service to a different location without requiring a physical location in that area. Calls to MELs are forwarded automatically, in the same manner as all other calls remote call forwarded, from the central office to another telephone number of the customer's choice.
- b. The call described in this example would be considered two different calls (one call to the telephone number in the LCA and a second call to the call forwarding location). The call to the telephone number in the local calling area and the call where the MEL subscriber has call forwarded it to would each have its own billing records generated. If the call is forwarded outside the LCA by call forwarding, the second call would be rated as a toll call.
- c. Qwest currently has 21,808 MEL customers in Washington.
- d. Qwest does not track MEL by the total number of calls or minutes of use.
- e. Qwest does not track MEL customers by the IXC that they utilize in call forwarding their traffic.

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 Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Global Crossing Local Services, Inc.
REQUEST NO: GC 01-002

REQUEST:

Please provide the basis for, and all facts supporting, Qwest's belief that the traffic for which Qwest has withheld compensation from Global Crossing is VNXX traffic as stated in paragraph 4 of Qwest's Answer to Global Crossing's Counterclaim in this docket. Please provide all documents that support your response.

RESPONSE:

Qwest began investigating the use of VNXX codes and notified interconnecting carriers on January 25, 2005 of Qwest's position on VNXX traffic. At that time Qwest identified CLECs that were obtaining NPA-NXXs, or suspected VNXX codes, and inputting that data in the Local Exchange Routing Guide (LERG) to make true long distance calls appear like local calls. Please see Attachment A for a data and a list of Global Crossings NXX codes that Qwest suspected were VNXX codes.

Qwest currently has a process in place to identify a portion of what Qwest believes is VNXX traffic. Qwest utilized the CroSS7 system (the recording system associated with LIS trunks) and TUMS (Trunk Usage Measurement Set-Up) to determine which minutes of use ("MOUs") may be used for VNXX. The TUMS data base is populated based on the information provided by the CLEC on the ASR (Access Service Request) it submits to Qwest. The TUMS database identifies the Common Language Location Identifier ("CLLI") code of the switches applicable for each trunk group. Using the Local Calling Area information filed in Qwest's Exchange and Network Services Washington tariff, WN U-40, Section 5.1.1.B., Qwest determined if the two switches for each trunk group were located within the same local calling area. Qwest also uses CroSS7 to monitor the traffic exchanged on each trunk group to determine if the traffic was in-balance or not. Traffic exchanged on trunk groups where the two switches are not in the same local calling area, and where there is more Exchange Service traffic terminating to the CLEC than is originated by the CLEC, is suspected as being VNXX traffic. The VNXX percentage is developed by taking the sum of that suspected VNXX traffic and dividing it by the total amount of Exchange Service traffic terminating to the CLEC. This methodology, however, may only capture a portion of VNXX traffic.

Respondent: Catherine Barrett

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 Escelon Telecom, Inc.; Focal Comm. Corp.; Global Crossing Local Services, Inc; and MCI Worldcom Comm. Inc.
INTERVENOR: Global Crossing Local Services, Inc.
REQUEST NO: GC 01-003

REQUEST:

Please identify any and all bases, other than Qwest's belief that the amounts Global Crossing has billed Qwest are for terminating VNXX traffic, that Qwest has withheld compensation from Global Crossing in response to Global Crossing's bills or invoices for reciprocal compensation or compensation for traffic bound for Internet service providers. For each such reason, please:

- a. identify the basis;
- b. provide the exact amount from each Global Crossing bill or invoice that Qwest has withheld that is attributable to that basis; and
- c. provide all facts supporting that basis, including but not limited to all documents that support that basis.

RESPONSE:

Not Applicable. Qwest has only disputed VNXX traffic with Global Crossing.

Respondent: Catherine Barrett