

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration
and Approval of an Interconnection
Agreement Between

NORTH COUNTY COMMUNICATIONS
CORPORATION OF WASHINGTON

and

QWEST CORPORATION

Pursuant to 47 U.S.C. Section 252(b).

Docket No. UT-(NEW)

QWEST PETITION FOR ARBITRATION

I. Introduction

1 Pursuant to 47 U.S.C. Section 252(b) of the Telecommunications Act of 1996 ("the Act") and WAC 480-07-630, Qwest Corporation ("Qwest") petitions the Washington Utilities and Transportation Commission ("Commission") for arbitration of certain terms and conditions for interconnection and related arrangements with North County Communications Corporation of Washington ("North County").

2 Qwest is also providing with this petition as Exhibit 1 a proposed ICA containing undisputed provisions and the Qwest's proposed ICA language for the provisions that are in question.

3 Consistent with Section 252(b) and WAC 480-07-630, this petition provides (1) a description of the parties; (2) a summary of the parties' negotiations; (3) a description of the

documentation Qwest is providing with this petition; and (4) a description of the disputed issues and a statement of Qwest's position with respect to each issue.

4 The Commission has jurisdiction to arbitrate and approve the proposed Agreement pursuant to Section 252(b)(1) of the Act. Under the Act, the parties negotiating for interconnection, access to unbundled network elements, or resale of services within a particular state may petition the state commission for arbitration of any unresolved issues during the 135th to the 160th day (inclusive) after date a party receives a request for negotiation. Qwest initiated negotiations by correspondence that was received by North County on July 2, 2008. The parties agreed to extend the arbitration window; therefore, for the purpose of determining the relevant dates for the arbitration window as set forth in the Act, the period during which either party may file for arbitration under Section 252(b)(1) of the Act commences on July 9, 2009, and ends on August 3, 2009, inclusive. Accordingly, this Petition is timely filed.

5 Under Section 252(b)(4)(C) of the Act, this arbitration is to be concluded not later than nine months after the extended applicable request for negotiations, which in the case of this Petition is November 25, 2009.

II. Parties and Jurisdiction

6 Qwest is an incumbent local exchange carrier (“ILEC”) and regional Bell operating company (“RBOC”) with its principal place of business in Denver, Colorado. Qwest is a local exchange carrier in the State of Washington. All correspondence, notices, inquiries, and orders regarding this Petition should be served on the following individual for Qwest:

Lisa A. Anderl
Qwest Corporation
1600 7th Avenue, Room 1506
Seattle, WA 98191
(206) 345-1574
lisa.anderl@qwest.com

7 North County is a competitive local exchange carrier (“CLEC”) providing local exchange and interexchange telecommunications services in this state. The name and address of the duly authorized representative of North County is as follows:

Todd Lesser, President,
3802 Rosecrans Street, Suite 485
San Diego, CA 92110
todd@nccom.com

8 Qwest seeks arbitration and approval of the Interconnection Agreement Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services, and Resale of Telecommunications Services between Qwest Corporation and North County Communications Corporation of Washington for the State of Washington (the “Proposed Agreement”) attached hereto as Exhibit 1, between Qwest and North County.

9 As required by Section 252(b)(2)(B) of the Act, Qwest has delivered a copy of this Petition, together with all exhibits, to North County on the date that this Petition is filed.

III. Background

10 North County and Qwest are currently parties to an interconnection agreement (the “Expiring Agreement”) that became effective on August 27, 1997 and which provides that it remains in effect until a new agreement becomes effective between the parties. The Expiring Agreement has been amended numerous times, to reflect changes in law and negotiated modifications.

11 Since the Expiring Agreement became effective, changes have occurred in the technical standards Qwest and other telecommunications providers follow with respect to signaling systems used for communications between switches, to accomplish call set up and management, including tracking and reporting. North County uses an outmoded signaling technology known as multi-frequency (“MF”) signaling, which was somewhat more common when the Expiring Agreement was entered. In the intervening years, Qwest has adopted as the exclusive

signaling system Signaling System 7 (“SS7”). SS7 is now the predominant standard. North County is the only CLEC using MF signaling in all of Qwest’s fourteen-state region.

- 12 SS7 provides more robust signaling capabilities than MF does. SS7 data is utilized in many systems for billing, including the billing of traffic between Qwest and competitive local exchange carriers (“CLECs”). SS7 permits interconnecting carriers to discern between access traffic and local traffic thereby reducing the opportunity to misroute traffic and avoid paying tariffed access charges. The absence of SS7 capabilities results in diminished capability to fully identify and track traffic, resulting in billing disputes. When Qwest negotiates new interconnection agreements, it includes the requirement that the CLEC utilize SS7.
- 13 North County represents to Qwest that North County does not want to incur the expense of converting to SS7.
- 14 North County has represented to Qwest that virtually all traffic between the parties terminates to North County. North County has requested that MF signaling be permitted in that circumstance, since the one-way flow of traffic lends itself to billing processes, rules, and presumptions that result in fair billings, without using SS7.

IV. The Proposed Agreement

- 15 The Proposed Agreement is a standard template agreement, with several specific modifications proposed by Qwest to meet North County’s requests. Qwest is not aware that North County has any objections to the standard template agreement. Section 7.1.1, on page 55 of the Proposed Agreement, states that the parties acknowledge and agree that North County currently sends no traffic to Qwest and instead terminates traffic originated by Qwest or passed through Qwest to CLEC. Further, that section acknowledges that North County currently utilizes MF signaling, and obligates North County to negotiate and amendment requiring SS7 should North County subsequently wish to originate traffic that is sent to Qwest. Section

7.2.1.1, on page 57 of the Proposed Agreement, repeats the same concept, in the context of the traffic to be exchanged.

16 Section 7.8, on pages 74 and 75 of the Proposed Agreement, states the processes that the parties shall follow to determine the amount of traffic originated by Qwest and for which CLEC is entitled to intercarrier compensation, when MF signaling is employed, in the one-way traffic circumstance permitted by the Proposed Agreement.

17 The specialized sections referred to meet the request of North County to continue using MF signaling, thereby saving North County the cost of conversion to SS7. The continued use of MF signaling is considered as workable because of (i) the one-way flow of traffic to North County, and (ii) safeguards written into Section 7.8. In the circumstance of one-way traffic to North County, Qwest believes that a cap on the volumes of compensable traffic for a DS-1, and auditing rights for billings, together with the other safeguards provided, protect Qwest from unacceptably high risk of inaccurate billings from North County, while still providing that North County can bill for terminating minutes.

V. Arbitration Request

18 Qwest presented the Proposed Agreement to North County on April 9, 2009. Since that time, and despite repeated inquiries by Qwest, North County has not accepted the Proposed Agreement, commented upon it, proposed alternative language, or objected to its provisions.

19 Pursuant to 47 U.S.C. §252(b)(2)(a) and A.A.C. R14-2-1505(B)(2), a party petitioning for arbitration is ordinarily required to submit a list or matrix of unresolved issues from their negotiations. That is impractical in this case, because North County's failure to respond during the extended negotiation window has deprived Qwest from the information necessary to state the disputed issues. Therefore, North County should be ordered to respond within the 25 days allowed by 47 U.S.C. § 252(b)(3) and WAC to the Petition, and describe what its position

is with respect to the Proposed Agreement. North County should be ordered to state its positions with specificity, describe the reasons for its positions, cite controlling law and regulations in support of its position, and provide alternative contract edits and language in a “redline” format.

20 Upon North County’s filing, the Commission as arbitrator, may set down such procedural requirements as are appropriate in the circumstances. Should North County fail to respond, Qwest requests that the Commission approve the Proposed Agreement as written.

21 WHEREFORE, Qwest Corporation respectfully requests that this Commission:

1. Conduct a proceeding pursuant to Section 252(b) of the Act;
2. Compel North County to answer the Petition by a full and complete statement of its positions;
3. Arbitrate the disputed issues, if any;
4. Find that Qwest Corporation’s Proposed Agreement contained in Exhibit 1 is consistent with applicable law and commercially reasonable;
5. Issue an order adopting and approving the Proposed Agreement as an interconnection agreement between Qwest and North County; and
6. Grant such other relief as may be necessary.

DATED this _____ day of August, 2008.

QWEST

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