



**Qwest Communications**  
1801 California Street  
Suite 1000  
Denver, CO 80202  
Telephone: 303-383-6552  
Facsimile: 303-295-7049  
**Andrew J. Creighton**  
Corporate Counsel

July 7, 2005

*Via Electronic Mail*  
David Mittle  
Counsel to Tel West

*Via Electronic and Overnight Mail*  
Jeff Swickard  
Tel West Communications LLC  
3701 So. Norfolk Street, Suite 300  
Seattle, WA 98118

RE: Tel West Communications, LLC Inquiry

Dear Mr. Mittle,

Your letter on behalf of Tel West Communications, LLC ("Tel West") to Steven Hudson of June 27, 2005 was referred to me for a response. Qwest has investigated the circumstances of Tel West's dispute for payment of Qwest Platform Plus™ ("QPP") charges. Qwest does not agree with Tel West's assertion of a dispute and reiterates its demand of immediate payment of the withheld amounts.

Tel West has alleged that it is withholding payment for certain QPP charges based on Qwest's alleged failure to meet a condition of the QPP agreement to implement a batch hot cut process in the State of Washington by December 31, 2004. As a threshold matter, Tel West is simply incorrect that in late December 2004 the batch hot cut process was not implemented. In fact, Qwest implemented the batch hot cut process in Qwest's incumbent LEC service territory, including in the State of Washington, in October 2004, well before Tel West even signed the QPP agreement.

It is curious that Tel West makes an unsupported assertion that the batch hot cut process was not implemented in December 2004 when it had not entered into any batch hot cut amendment at the time and did not submit its first batch hot cut order until February 2005. Notwithstanding Tel West's allegations, Qwest implemented the batch hot cut process before December 31, 2004 and was able to process batch hot cut orders before that date from any CLEC with a signed batch hot cut amendment. Thus, clearly Qwest met the condition precedent for charging Tel West the QPP rates effective January 1, 2005.

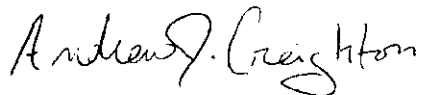
With respect to Tel West's chronology that shows that Tel West had issues with its first batch hot cut order, Qwest records show that Tel West did not submit its first batch hot cuts until February 24, 2005. Qwest has determined that there were no problems with the batch hot cut process; rather Tel West had simply submitted erroneous orders. Most importantly, Tel West input the wrong CLLI code on the orders, which resulted in the orders being rejected. When this issue was corrected by Tel West the orders were accepted by Qwest and

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provisioned. In any event, the batch hot cut process was implemented and was not the reason for the issues that arose with the submission of orders.

Given these facts, Qwest does not believe that Tel West's dispute over payment for QPP charges is well-taken and again demands immediate payment of the delinquent balance. Qwest reserves all its rights to take further collection actions if Tel West does not pay this balance.

Sincerely,

A handwritten signature in cursive script that reads "Andrew J. Creighton".

Andrew J. Creighton

cc: Steven Hudson, Qwest  
Gina Andrew, Qwest



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1801 California Street  
Suite 1000  
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**Andrew J. Creighton**  
Corporate Counsel

July 28, 2005

*Via Electronic Mail*  
David Mittle  
Counsel to Tel West

*Via Electronic and Overnight Mail*  
Jeff Swickard  
Tel West Communications LLC  
3701 So. Norfolk Street, Suite 300  
Seattle, WA 98118

RE: Tel West Communications, LLC Inquiry

Dear Mr. Mittle,

This letter is in response to your emails to me dated July 20 and 26, 2005 on behalf of Tel West Communications, LLC ("Tel West"). Again, Qwest does not agree with Tel West's assertion of a dispute and reiterates its demand of immediate payment of the withheld amounts.

The statements in your correspondence continue to miss the point. There were no problems with the batch hot cut process; rather Tel West had simply submitted erroneous orders.

The pertinent section of Tel West's QPP agreement is Section 3.3 of Service Exhibit 1. That section provides that if "Qwest has implemented the Batch Hot Cut Process in a particular state pursuant to the terms and conditions of the Amendment to CLEC's ICAs entered into contemporaneously with this Agreement, the monthly recurring rates for the switch port in the attached Rate Sheets shall increase incrementally by the amount of the applicable QPP™ Port Rate Increase (as the same may be subsequently adjusted under Section 3.2) on January 1, 2005, January 1, 2006 and January 1, 2007."

As stated in my last letter to you, Qwest implemented the batch hot cut process in Qwest's incumbent LEC service territory, including in the State of Washington, in October 2004, well before Tel West even signed the QPP agreement. Thus, clearly Qwest met the condition precedent for charging Tel West the QPP rates effective January 1, 2005.

Qwest reserves all its rights to take further collection actions if Tel West does not pay this balance immediately.

Sincerely,

Andrew J. Creighton

cc: Steven Hudson, Qwest  
Gina Andrew, Qwest



**Qwest Communications**  
1801 California Street  
Suite 1000  
Denver, CO 80202  
Telephone: 303-383-6552  
Facsimile: 303-495-7049  
**Andrew J. Creighton**  
Corporate Counsel

August 11, 2005

*Via Electronic and U.S. Mail*  
David Mittle, Esq.  
208 Maynard  
Sante Fe, NM 87501

Re: Tel West Communications, LLC Inquiry

Dear Mr. Mittle,

This letter is in response to your letter to Gayle Perbera dated August 1, 2005 and your letter to me dated August 5, 2005 on behalf of Tel West Communications, LLC ("Tel West").

In your August 1 letter, Tel West denies and disputes the amount of its total past due balance was \$343,933.45 as of July 28, 2005 but does not provide any basis for this assertion. Qwest does not agree with Tel West's assertion that this is a legitimately disputed amount. Further, your inaccurate statements regarding the timing and intent of the letter Ms. Perbera sent Tel West on July 28, 2005 are completely unfounded.

The letter Qwest sent Tel West on July 28 is like the many other letters Qwest has previously sent Tel West due to Tel West's failure to timely pay its bills. As you likely are aware, Tel West has a history of not paying its bills to Qwest in a timely fashion. Qwest has every right to try to collect past due balances and pursue treatment activity against Tel West.

Your August 5 letter includes inaccurate statements as well. As Qwest has already reiterated several times, Qwest implemented the batch hot cut process in Qwest's incumbent LEC service territory, including the State of Washington, in October 2004, well before Tel West even signed the QPP agreement and batch hot cut amendment to its interconnection agreement.

The batch hot cut process was already implemented when Tel West began to submit erroneous orders through the process. Among other things, Tel West was inputting the wrong CLLI code on orders. Qwest did not need to rectify any problems with the batch hot cut process as you allege. Qwest's discussions with Tel West in late February and early March 2005, were an attempt to help Tel West fix its own erroneous orders so they could be submitted through the batch hot cut process. The batch hot cut process was in place and functioning for all CLECs who submitted correct orders. Tel West's submission of erroneous orders into the batch hot cut process, orders that were properly rejected, does not take away from the fact that the process and CLEC facing documentation were implemented in October 2004.

The sentence from the QPP agreement you reference in your August 5 letter does not apply because Qwest was able to process batch hot cuts in the State of Washington by December 31, 2004. Qwest satisfied the condition precedent in Section 3.3 of Service Exhibit 1 to Tel West's QPP agreement (sentences that you do not reference) because it had already implemented the batch hot cut process by December 31, 2004. Thus, Qwest rightfully charged Tel West the QPP rates effective January 1, 2005.

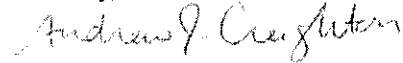
As you are aware, Tel West had to enter into a batch hot cut amendment to its interconnection agreement before it could use the implemented batch hot cut process. Tel West did not enter into that amendment until after December 31, 2004. It is curious why Tel West alleges it was attempting to place orders through the batch

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hot cut process in December 2004 before it signed the batch hot cut amendment. However, contrary to your assertions, any CLEC with a signed batch hot cut amendment in any state in Qwest's incumbent LEC service territory was able to place batch hot cut orders in December 2004 using the batch hot cut process business procedure and LSOG Preorder/Order web sites and Qwest was able to process those orders.

Qwest reserves all its rights to take further collection actions if Tel West does not pay its outstanding balances immediately and Qwest will file counterclaims against Tel West in any petition Tel West files.

Sincerely,



Andrew J. Creighton

cc: Gina Andrew, Qwest  
Cheri Hurless, Qwest  
Gayle Perbera, Qwest  
Jeff Swickard, Tel West