

BEFORE THE  
WASHINGTON UTILITIES AND  
TRANSPORTATION COMMISSION

IN THE MATTER OF:

LEVEL 3 COMMUNICATIONS, LLC'S  
PETITION FOR ENFORCEMENT OF  
INTERCONNECTION AGREEMENT WITH  
QWEST CORPORATION

Docket No. UT-053039

**AFFIDAVIT OF MACK GREENE IN  
SUPPORT OF LEVEL 3  
COMMUNICATIONS, LLC'S MOTION  
FOR SUMMARY DETERMINATION**

I, MACK GREENE, under penalty of perjury under the laws of the State of Colorado, hereby declare and state as follows:

1. I am the Director of Interconnection Services for the Petitioner, Level 3 Communications, LLC ("Level 3"), in the above-captioned action. I make this declaration on the basis of my personal knowledge, and if called upon to testify in this matter I could and would competently do so as set forth herein.

2. Attached hereto as Exhibit A is a true and correct copy of Section 5.18 of the Interconnection Agreement between Qwest Corporation and Level 3.

3. Attached hereto as Exhibit B is a true and correct copy of Qwest Corporation's Response to Level 3's Data Request No. 24.

4. Attached hereto as Exhibit C is a true and correct copy of Level 3's proposed amendment to the Interconnection Agreement between Qwest Corporation and Level 3. This amendment is intended to incorporate the FCC's decision in the *Core Forbearance Order*.

5. Attached hereto as Exhibit D is a true and correct copy of Qwest Corporation's proposed amendment to the Interconnection Agreement between Qwest and Level 3.

6. Level 3 is an international communications and information services company headquartered in Broomfield, Colorado. Level 3 is a Delaware limited liability company. The company operated one of the largest, most advanced communications and Internet backbones in the world. Level 3 is one of the largest providers of wholesale dial-up services to ISPs in North America and is the primary provider of Internet connectivity for millions of broadband subscribers through its cable and DSL partners.

7. Level 3 provides competitive local exchange telecommunications services in Washington pursuant to this Commission's authorization in Dockets UT-980490 and UT-980492. Level 3 maintains IP-based switching and routing equipment in its gateway located in Seattle, Washington.

8. Level 3 and Qwest began exchanging ISP-bound traffic in March 1999 pursuant to the Parties' original interconnection agreement.

9. On or about March 7, 2003, the Parties' successor interconnection agreement was filed with the Commission in accordance with the Commission's final order in Docket No. UT-023042 (referred to herein as the "Interconnection Agreement").

10. The Interconnection Agreement expired on August 7, 2005, but remains in effect until a successor agreement is reached. Level 3 and Qwest are currently negotiating a new agreement.

11. Prior to the FCC's determination in the *Core Forbearance Order*, Level 3 and Qwest were exchanging ISP-bound traffic pursuant to the terms of the Commission approved Interconnection Agreement. Under that agreement, the companies were exchanging traffic over the LIS trunks and Qwest was paying Level 3 for all ISP-bound traffic at the rate of \$0.0007 for all minutes of use up to the market cap established by the *ISP Remand Order*. During this time period, Qwest did not restrict compensation based on whether the ISP was physically located within the calling area as Qwest's end-user customer.

12. On the effective date of the *Core Forbearance Order*, Level 3 began to invoice Qwest for all ISP-bound traffic above the market caps, in addition to the traffic below the caps which Level 3 had previously been invoicing. Qwest has not paid these invoices.

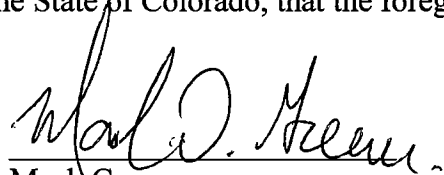
13. Throughout the periods referenced, the Parties continued negotiations toward a new interconnection agreement, which negotiations included discussions related to updating existing and successor agreements to reflect recent changes in law, including the *Core Forbearance Order*.

14. To date, more than eight months after Level 3 served notice upon Qwest to implement the terms of the *Core Forbearance Order*, Level 3 and Qwest have been unable to reach an appropriate amendment to the Interconnection Agreement.

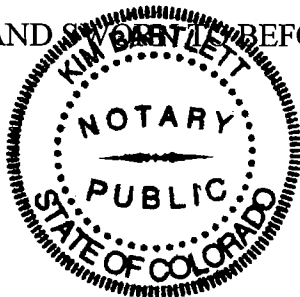
15. All traffic generated by Qwest end users to Level 3's customers is exchanged between the Qwest and Level 3 networks at a point of interconnections within a LATA or as negotiated by the Parties in their Interconnection Agreement. Qwest has the obligation to bring its traffic to the point of interconnection, regardless of where it originated within the LATA. From that point, Level 3 is responsible for all the transport associated with delivering the call to the called party.


16. Virtual NXX arrangement allow ISPs to serve an entire LATA from a single server (or even multiple LATAs or multiple states). These arrangements also allow Level 3 to consolidate switching into regional switching centers.

I affirm, in accordance with the laws of perjury in the State of Colorado, that the foregoing is true and correct.

  
Mack Greene

SUBSCRIBED AND SWORN TO BEFORE ME this 15<sup>th</sup> day of August, 2005.



  
NOTARY PUBLIC  
My Commission Expires: 9.30.06