

Request 9: Please provide the street and city address of the physical location of the Level 3 switches, including packet switches, that serves ISP(s) receiving calls from Qwest Washington local end users who dial the telephone number of the ISP connected to the Level 3 switch?

Response 9: Level 3 objects to this request on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to this request to the extent that the information requested is "confidential" or constitutes "trade secrets" pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been issued and Level 3 has received Qwest's signatures in this docket.

Subject to and without waiving its objections, Level 3 states that it is still gathering the data for the physical location of Level 3 switches and will provide the information as soon as possible.

Subject to and without waiving its objections, in response to the second question, there is no answer to this question as written. Physical connections to the Level 3 switch is not an attribute that is itemized nor sold as part of Level 3's ISP services. Level 3 sells an application to its ISP customers which allows the customer's end users to access the internet.

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1025 Eldorado Boulevard
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Request 11: Please identify any network facilities provided by Level 3 to its ISP customers, i.e. switch ports, loops, or other facilities used to provide the service Level 3 offers to ISP customers.

Response 11: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome. Level 3 further objects to the request on the ground that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is "confidential" or constitutes "trade secrets" pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest's signatures in this docket.

Subject to and without waiving its objections, Level 3 responds as follows: Service is provided in many layers. There is a physical connection from the Qwest network to the Level 3 network for the purpose of allowing the Qwest end user to dial numbers that are completed by the Level 3 network. This connection is provided by a dedicated transport facility made up of one or more trunk groups. The call is place by the Qwest end user to a Level 3 number, which causes the Qwest network to send an SS7 message to the Level 3 network. This out of band signal is architecturally similar to the way that a PRI works. The Level 3 network switch accepts and completes the call.

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Request 12: At what physical location, for each ISP, does the traffic delivered by Qwest to Level 3 leave the public switched network and pass through a Level 3 Customer's Network Interface Device (NID)?

Response 12: Level 3 objects to this request on the basis that it is vague, ambiguous, overly broad, and unduly burdensome and would require Level 3 to conduct a special study entailing hours of research for which Level 3 does not have allocated personnel. Level 3 further objects to the request on the grounds that it is not reasonably calculated to lead to the discovery of admissible evidence. In addition, Level 3 objects to this request to the extent that the information requested is "confidential" or constitutes "trade secrets" pursuant to Washington law. To the extent that Qwest requests proprietary confidential business information, Level 3 will only make such information available once a Protective Agreement has been executed and Level 3 has received Qwest's signatures in this docket.

Subject to and without waiving its objections, Level 3 states that traffic from Qwest leaves the public switched network at the Point of Interconnection between Qwest and Level 3. Once it hits Level 3's network, the traffic is passed through Level 3's private IP network to its customer.

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Request 13: Please state whether there is any difference in prices in Level 3 price lists for ISPs to obtain service in the same local calling area as the Level 3 switch versus any other local calling area. If so, please specifically identify the pages and sections of the price list that show the pricing differential.

Response 13: Level 3 states that no, there is no difference.

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Request 14: Please identify the price list or contract provisions under which Level 3 provides VNXX service to its ISP customers.

Response 14: Level 3 objects to this request on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome.

Subject to and without waiving its objections, Level 3 states that wholesale pricing is generally negotiated on a contract-by-contract basis. The use of a Softswitch Architecture and Telephone Codes assigned to Level 3 in Local Calling Areas is inherent to the wholesale ISP service and not broken out in the pricing or the contract provisions. Level 3's managed modem service, Level 3's all IP network, and the FCC's ISP Remand Order do not distinguish between the Qwest concepts of local and non-local ISP-bound traffic.

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Request 15: Please provide a list of all VNXX-type services offered to Level 3 customers in the state of Washington that are offered under contract and that are not contained in the Level 3 price list. Please also provide the terms and conditions and pricing associated with those services. Please provide a copy of Level 3's Washington tariffs.

Response 15: Level 3 objects to this request on the grounds that it is vague, ambiguous, overly broad, and unduly burdensome.

Subject to and without waiving its objections, Level 3 states that its service relevant to this proceeding is (3) Connect Modem. Wholesale pricing is generally negotiated on a contract-by-contract basis. The use of a Softswitch Architecture and Telephone Codes assigned to Level 3 in Local Calling Areas is inherent to the wholesale ISP service and not broken out in the pricing or the contract provisions. Level 3's managed modem service, Level 3's all IP network, and the FCC's ISP Remand Order do not distinguish between the Qwest concepts of local and non-local ISP-bound traffic.

A copy of Level 3's Washington Local Exchange Tariff is attached as Exhibit D.

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Request 18: Please fully describe the network arrangements and charges Level 3 utilizes for Level 3's VNXX service, i.e., calls that Level 3 hands off to their customer at a location outside of the local calling area in which the call was originated based on the definition of local calling area in Qwest's Washington Exchange and Network Services Tariff, No. WN U-40, Section 2.1.

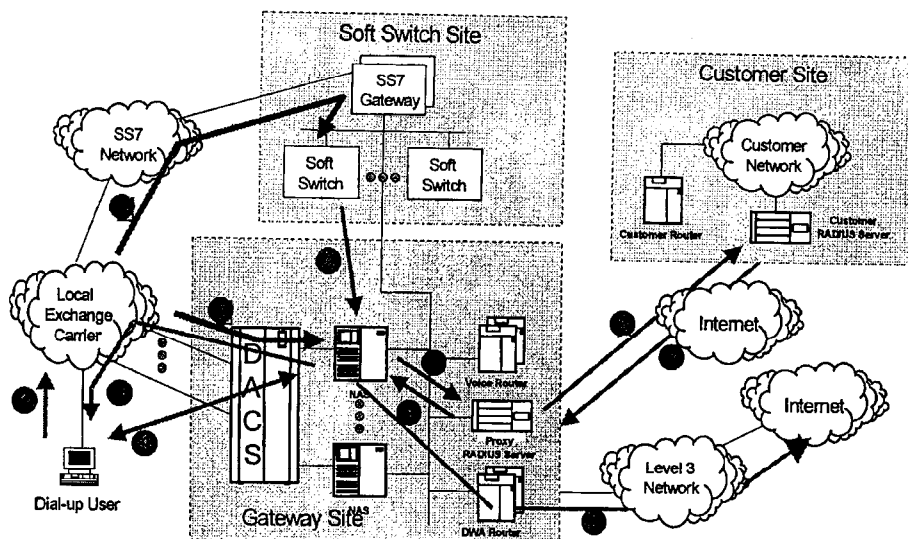
Response 18: Level 3 objects to this request on the basis that it is vague and ambiguous.

Subject to and without waiving its objections, Level 3 states that there is no distinction between VNXX and other traffic in Level 3's wholesale ISP service offering. Level 3's managed modem service, Level 3's all IP network, and the FCC's ISP Remand Order do not distinguish between the Qwest concepts of local and non-local ISP-bound traffic. Please see attached Exhibit F for a diagram depicting the Level 3's network arrangements.

Level 3 states that wholesale pricing is generally negotiated on a contract-by-contract basis. The use of a Softswitch Architecture and Telephone Codes assigned to Level 3 in Local Calling Areas is inherent to the wholesale ISP service and not broken out in the pricing or the contract provisions.

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Call Flow



*The Level 3 Gateway shown in the diagram above is located in Phoenix: 811 S. 16th Street, Phoenix, AZ 85034.

The numbered items below match the numbers in the call flow illustration.

1. End-user dials a Level 3-provided modem number.
2. The Local Exchange Carrier (LEC) that services the phone connected to the user identifies the number as a Level 3 number, selects a trunk going to the Level 3 Network and sends an SS7 message to the Level 3 switch.
3. The Softswitch checks the dialed number, identifies the NAS (Network Access Server) associated with the circuit the LEC has selected and instructs the NAS to accept the call.
4. The NAS establishes a connection with the end-user to collect authentication information.
5. The NAS connects to the proxy RADIUS server to authenticate the end-user and establish a path for the resulting connection.
6. The proxy RADIUS server identifies the (3)Connect Modem customer who owns this call and requests (over the Internet) authentication from the customer's RADIUS server using the IP Address associated with the customer's RADIUS server.
7. The customer's RADIUS server responds with an acknowledgement using the Internet back to the Level 3 proxy RADIUS server.
8. The proxy RADIUS server responds back to the NAS with the acknowledgement.
9. The NAS completes negotiation with the end-user.

Response No. 18
Exhibit F

Request 19: If a Qwest customer were to place a 1+ call to an ISP served by Level 3, what intercarrier compensation mechanism should apply, in Level 3's view?

Response 19: Level 3 objects to this request on the basis that it is vague, ambiguous, and overly broad. Level 3 further objects to this request on the grounds that it calls for speculation and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its objections, Level 3 responds as follows: The Qwest customers' PIC'd interexchange carrier would pay originating switched access charges to Qwest and Level 3 should be paid terminating switched access charges.

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Request 21: If a Qwest customer in Washington were to place a 1+ call to an ISP in Chicago, with a Chicago phone number, is it Level 3's position that toll and access charges should apply to that call, or that Qwest should pay compensation to the terminating carrier?

Response 21: Level 3 objects to this request on the basis that it is vague, ambiguous, and overly broad. Level 3 further objects to this request on the grounds that it calls for speculation and is not reasonably calculated to lead to the discovery of admissible evidence.

Subject to and without waiving its objections, Level 3 responds as follows: Yes. Qwest would only pay terminating switched access to the terminating carrier if Qwest was the Qwest end user's PIC'd interexchange carrier.

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