

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION  
COMMISSION

QWEST CORPORATION )  
 )  
 Complainant, ) DOCKET NO. UT-063038  
 )  
 v. )  
 ) **TCG SEATTLE'S RESPONSES**  
 ) **TO QWEST CORPORATION'S**  
 ) **SECOND SET OF DATA**  
 ) **REQUESTS**  
 LEVEL 3 COMMUNICATIONS, LLC; )  
 PAC-WEST TELECOMM, INC.; )  
 NORTHWEST TELEPHONE INC.; )  
 TCG-SEATTLE; ELECTRIC LIGHTWAVE, INC.; )  
 ADVANCED TELCOM GROUP, INC. D/B/A )  
 ESCHELON TELECOM, INC.; FOCAL )  
 COMMUNICATIONS CORPORATION; )  
 GLOBAL CROSSING LOCAL SERVICES INC; )  
 AND, MCI WORLDCOM COMMUNICATIONS, )  
 INC. )  
 )  
 Respondents. )

Respondent TCG Seattle ("TCG") responds to Qwest Corporation's ("Qwest's")

Second Set of Data Requests ("Data Requests") as follows:

**GENERAL OBJECTIONS**

1. Unless otherwise expressly indicated in its Responses to Specific Data Requests, TCG objects to the Data Requests to the extent that they seek information protected by the attorney-client privilege or the work product doctrine or information otherwise immune from discovery under any applicable rule or privilege. Any inadvertent disclosure of material protected by the attorney-client privilege, the work product doctrine, or any other applicable rule or privilege does not constitute a waiver, either generally or specifically, with respect to such material or the subject matter thereof.

2. TCG objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they are vague, ambiguous, overly broad, unduly burdensome, unreasonably cumulative and duplicative, or seek information that, at least in part, is neither relevant to the subject matter of this action nor reasonably calculated to lead to the discovery of admissible evidence.
3. TCG objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they impose a burden not expressly called for under the Washington Utilities and Transportation Commission's ("WUTC") rules and regulations or the Washington Rules of Civil Procedure. TCG further objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they call for TCG to extract information from documents, recite information contained in documents, perform work or analysis that Qwest should perform for itself, generate needless or burdensome lists associated with TCG's business documents or processes, or engage in burdensome or expensive research into its records.
4. TCG objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they shift the burden of deriving or ascertaining responses to the Data Requests to TCG where such burden would be substantially the same for both TCG and Qwest.
5. TCG objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they call for legal conclusions.
6. TCG objects to the Data Requests, and the definitions and instructions incorporated therein, to the extent that they seek information not in TCG's possession, custody, or control or to the extent that they seek information from TCG that is readily

available from a public source (such as the WUTC website) or more easily available from another party to this action or a third party.

7. TCG objects to the Data Requests to the extent that they seek information that is more readily available through a review of documents produced by TCG and specifically reserves its right to produce business records in lieu of answering the Data Requests as permitted by Washington Superior Court Civil Rule 33(c).

8. TCG objects to the definition of "TCG" and to each Data Request incorporating this definition, to the extent that this definition and these Data Requests purport to include other entities in addition to TCG. TCG answers the Data Requests on behalf of TCG only.

9. TCG objects to the definitions of "identify" and "identity" in Definitions 4 and 6 and to each Data Request incorporating these definitions to the extent that these definitions and these Data Requests impose an obligation upon TCG to obtain information from any person not subject to the direction or control of TCG.

10. TCG objects to the definition of "state the basis" in Definition No. 8 and to each Data Request incorporating this definition to the extent that this definition and these Data Requests call for legal conclusions.

11. TCG submits these Responses without conceding the relevance or materiality of the subject matter of any of these Data Requests, and without prejudice to TCG's right to object to further discovery or to object to the admissibility of any additional proof on the subject matter of any response at the time of any hearing or trial in this matter.

12. TCG's responses do not constitute any concession or agreement by TCG to any assumptions or characterizations of facts, agreements, laws, or regulations present in these Data Requests.

13. TCG's agreement to search for and produce responsive documents is not an admission that any such documents exist, but rather an agreement to search for and produce, if located, any such documents.

14. TCG reserves its right to object, on the ground of competency, privilege, relevance, materiality, or any other proper ground, to the use of any of TCG's responses to the Data Requests in any subsequent stage of this proceeding.

15. TCG reserves its right to supplement, amend, or correct its responses as necessary as further information develops during investigation and discovery.

TCG incorporates these General Objections into each and every one of its Responses to Specific Data Requests as if fully set forth therein.

## RESPONSES TO SPECIFIC DATA REQUESTS

Washington Docket No. UT-063038  
Qwest Corporation  
Request No. 2  
RFI No. 2-12

**Question:** State all facts upon which TCG Seattle relies in denying that the traffic referred to in Paragraph 14 of Qwest's Complaint "is always considered 'toll' or 'long distance' traffic."

**Response:** TCG objects to the question as vague and ambiguous in its use of the phrase "traffic referred to in paragraph 14 of Qwest's Complaint." TCG objects to the question as overbroad in seeking "all facts upon which TCG Seattle relies." Additionally, TCG objects on the ground that discovery is on-going, and TCG reserves the right to supplement its response to this question. Without waiving these objections, TCG responds as follows:

All carriers do not have the same local calling areas. What may be an interexchange call for customers of one carrier may not be an interexchange call for a different carrier. Additionally, Paragraph 14 of Qwest's Complaint alleges that traffic that originates and terminates between end users located in different local calling areas/EAS areas is "toll" and "long distance." In its answer to Qwest's Complaint, TCG denied that legal conclusion.

**Responsible Person:** Kenneth Robert Rovinsky  
Senior Specialist  
One AT&T Way, Room 4C215B  
Bedminster, NJ 07921

**Question:** State all facts upon which TCG Seattle relies in denying the final sentence of paragraph 15 of Qwest's Complaint.

**Response:** TCG objects to the question as overbroad in seeking "all facts upon which TCG Seattle relies." Additionally, TCG objects on the ground that discovery is on-going, and TCG reserves the right to supplement its response to this question. Without waiving these objections, TCG responds as follows:

The numbering format described in Paragraph 15 of Qwest's Complaint is not based on the geographic location of the calling or called parties. Numbering format is the same no matter where the calling and called parties are physically located. See also response to Question 2-12 above.

**Responsible Person:** Kenneth Robert Rovinsky  
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- Question: Does TCG Seattle offer Foreign Exchange (FX) service to its customers in Washington? If so:
- a. For each Washington local calling area in which Qwest provides local exchange service and in which TCG Seattle provides its FX service, state whether TCG Seattle compensates Qwest for the use of Qwest's network facilities (such as local loops and switching) within that local exchange over which traffic originated by Qwest customers is routed by TCG Seattle to its customers physically located in a different local calling area. If TCG Seattle claims that it compensates Qwest for such local network facilities, describe the compensation mechanism and the amount of compensation.
  - b. Describe the specific manner in which TCG Seattle transports its FX service traffic from the originating local calling area to the local calling area in which TCG Seattle's customer is physically located.
  - c. Does TCG Seattle use Qwest facilities to transport some or all of TCG Seattle's FX traffic from one local calling area to another local calling area in Washington? If so:
    1. Does TCG Seattle purchase any of the transport from Qwest at interstate private line rates?
    2. Does TCG Seattle purchase any of the transport from Qwest at intrastate private line rates?
    3. Does TCG Seattle purchase any of the transport from Qwest at TELRIC-priced local interconnection service (LIS) transport (such as direct trunked transport)?
    4. Does TCG Seattle purchase any of the transport from Qwest on any other basis not identified above. If so, describe the type of transport purchased by TCG Seattle?
  - d. Does TCG Seattle use the transport facilities of an ILEC or CLEC other than Qwest to transport some or all of TCG Seattle's FX traffic from one local calling area to another local calling area in Washington? If so:
    1. Does TCG Seattle purchase any of the transport from other ILECs or CLECs at interstate private line rates?
    2. Does TCG Seattle purchase any of the transport from other ILECs or CLECs at intrastate private line rates?
    3. Does TCG Seattle purchase any of the transport from other ILECs or CLECs at TELRIC-priced local interconnection service (LIS) transport (such as direct trunked transport)?

4. Does TCG Seattle purchase any of the transport from other ILECs or CLECs on any other basis not identified above. If so, describe the type of transport purchased by TCG Seattle?
- e. Provide all documents, including written tariffs, price lists, customer agreements (or any other written documents), wherein TCG Seattle states the terms and conditions of TCG Seattle's FX service in Washington.

**Response:** TCG objects to the question as vague in its use of the term "Foreign Exchange (FX) Service." Without waiving that objection, TCG does not offer what might be considered "traditional" FX service to its customers in the State of Washington.

Subparts a-e are not applicable

**Responsible Person:** James Moore  
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