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**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF LEVEL 3  
COMMUNICATIONS, LLC'S PETITION FOR  
ARBITRATION PURSUANT TO SECTION  
252(B) OF THE COMMUNICATIONS ACT OF  
1934, AS AMENDED BY THE  
TELECOMMUNICATIONS ACT OF 1996, AND  
THE APPLICABLE STATE LAWS FOR RATE,  
TERMS, AND CONDITIONS OF  
INTERCONNECTION WITH QWEST  
CORPORATION

CASE NO. QWE-T-05-11

**DIRECT TESTIMONY OF  
WILLIAM R. EASTON**

**QWEST CORPORATION**

**August 12, 2005**

(Disputed Issue Nos. 1, 2, 5, 13, 17, 18, 21 and 22)

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**I. IDENTIFICATION OF WITNESS**

**Q. PLEASE STATE YOUR NAME, OCCUPATION AND BUSINESS ADDRESS.**

A. My name is William R. Easton. My business address is 1600 7th Avenue, Seattle Washington. I am employed as Director – Wholesale Advocacy. I am testifying on behalf of Qwest Corporation (“Qwest”).

**Q. PLEASE GIVE A BRIEF DESCRIPTION OF YOUR EDUCATIONAL BACKGROUND AND TELEPHONE COMPANY EXPERIENCE.**

A. I graduated from Stanford University in 1975, earning a Bachelor of Arts degree. In 1980, I received a Masters of Business Administration from the University of Washington. In addition, I am a Certified Management Accountant.

I began working for Pacific Northwest Bell in 1980, and have held a series of jobs in financial management with U S WEST, and now with Qwest, including staff positions in the Treasury and Network organizations. From 1996 through 1998, I was Director – Capital Recovery. In this role I negotiated depreciation rates with state commission and FCC staffs and testified in various regulatory proceedings. From 1998 until 2001 I was a Director of Wholesale Finance, responsible for the management of Wholesale revenue streams from a financial perspective. In this capacity I worked closely with the Product Management organization on their product offerings and projections of revenue. In October of 2001 I moved from

Wholesale Finance to the Wholesale Advocacy group, where I am currently

1 responsible for advocacy related to Wholesale products and services. In this role I  
2 work extensively with the Product Management, Network and Costing  
3 organizations.

4 **Q. HAVE YOU TESTIFIED PREVIOUSLY IN IDAHO?**

5 A. Yes I have. I testified in docket number USW-S-96-5.

6 **II. PURPOSE OF TESTIMONY**

7 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

8 A. The purpose of my testimony is to explain Qwest's positions, and the regulatory  
9 policies underlying those positions, as they relate to certain disputed issues  
10 between the parties. My testimony will show that the Qwest position on these  
11 issues seeks to strike a balance between meeting the interconnection needs of  
12 Level 3, while at the same time ensuring that the services, terms and conditions in  
13 the agreement comply with the governing law and are technically feasible.  
14 Specifically, my testimony will address the following issues from the Matrix of  
15 Unresolved Issues filed by Level 3 in this arbitration:

- 16 • Issue 1: Costs of Interconnection
- 17 • Issue 2: Combining Traffic on Interconnection Trunks
- 18 • Issue 5: Should Interconnection Terms be Incorporated by  
19 Reference

- 1                   •     Issue 13: Local Interconnection Service Definition
- 2                   •     Issue 17: Trunk Forecasting
- 3                   •     Issue 18: Jurisdictional Allocation Factors
- 4                   •     Issue 21: Ordering of Interconnection Trunks
- 5                   •     Issue 22: Compensation for Construction

6                   **III.   DISPUTED ISSUE NO. 1: COSTS OF INTERCONNECTION**

7                   **Q.   PLEASE EXPLAIN DISPUTED ISSUE NO. 1.**

8                   A.   Issue No. 1 is comprised of 10 subparts (1A-1J), all of which have to do with  
9                   local interconnection. Although Level 3 characterizes this issue as being a  
10                   question of whether Level 3 may exchange traffic at a single point of  
11                   interconnection in the LATA, this issue is actually about compensation for the use  
12                   of Qwest's network. In this case, Level 3 has requested interconnection at a  
13                   single point in each LATA. There is presently no dispute as to where the  
14                   interconnection occurs or how many points of interconnection there will be. What  
15                   is in dispute is who bears the costs of the interconnection Level 3 has requested.  
16                   Qwest contends that Level 3 is responsible for compensating Qwest for the  
17                   interconnection costs that Qwest incurs to honor Level 3's request. Contrary to  
18                   Level 3's claims, this is true even when costs are incurred on Qwest's side of the  
19                   point of interconnection.

1 Under the Telecommunications Act of 1996, Qwest has a duty to provide  
2 interconnection with its local exchange network “on rates, terms and conditions  
3 that are just, reasonable, and nondiscriminatory” and in accordance with the  
4 requirements of Section 252 of the Act.<sup>1</sup> Section 252 of the Act in turn provides  
5 that determinations by a state commission of the just and reasonable rate for the  
6 interconnection shall be “based on the cost...of providing the interconnection,”  
7 “nondiscriminatory” and “may include a reasonable profit.”<sup>2</sup> As the FCC has  
8 recognized, these provisions make clear that CLECs must compensate incumbent  
9 LECs for the costs incumbent LECs incur to provide interconnection.<sup>3</sup>

10 Qwest has fulfilled its duty to provide interconnection by developing Local  
11 Interconnection Service (LIS) for CLECs to interconnect with Qwest. LIS has  
12 multiple intercarrier transport options. One option, the Mid-Span Meet POI  
13 option, allows the CLEC to build to a mid-way point between the CLEC’s Point  
14 of Interconnection (“POI”)/switch and a Qwest tandem or end office switch.  
15 Another option is collocation, which allows a CLEC to put equipment in one of  
16 Qwest’s serving wire centers and interconnect at that collocation. Both of these  
17 options put some cost of establishing the point of interconnection on the CLEC.  
18 Qwest also provides an entrance facility option for purchase for those CLECs who

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<sup>1</sup> 47 U.S.C. §251(c)(2)(D).

<sup>2</sup> 47 U.S.C. §252(d)(1)

<sup>3</sup> See *Implementation of the Local Competition Provisions in the Telecommunications Act of*

1 do not want to incur capital expense by either laying fiber for a mid-span meet  
2 POI or setting up a collocation. An entrance facility creates transport between a  
3 CLEC building and the nearest Qwest building termed a Serving Wire Center  
4 (SWC). Once the CLEC has interconnected with Qwest at the SWC, the CLEC  
5 may need to have Direct Trunk Transport and multiplexing to complete calls  
6 throughout the Qwest network. There are multiple costs associated with Qwest  
7 providing entrance facility, direct trunk transport and multiplexing. These costs  
8 have been identified and discussed in cost dockets with the Commission. As  
9 stated earlier, Qwest is allowed to recover costs that are just and reasonable and  
10 based on the cost of providing interconnection.

11 It makes sense that the cost causer compensates Qwest for interconnection and  
12 transport costs. If the cost causer (Level 3) does not pay, then Qwest end users  
13 would have to bear the cost, including customers who have no interest in surfing  
14 the internet via dial-up service. Qwest's end users should not have to bear the  
15 burden of paying for Level 3's ISP service.

16 With this as background, the next sections of my testimony will discuss each of the  
17 disputed sub-issues (1A-1J).

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*1996, ¶¶209, 11 FCC Rec. 15499 (August 8, 1996), aff'd in part and rev'd in part, Iowa Utils.  
Bd. v. FCC, 525 U.S. 1133 (1999)(the "Local Competition Order").*

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Qwest Corporation  
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1 **Issue No. 1A**

2 **Q. PLEASE DESCRIBE ISSUE NO. 1A.**

3 A. Issue 1A involves disputed language that Level 3 characterizes as having to do  
4 with the right to interconnect at a single point in the LATA and obligations on the  
5 respective sides of the point of interconnection. As Phil Linse discusses in his  
6 testimony, Qwest has not required Level 3 to interconnect at each end office in  
7 the LATA. The real issue here is that Level 3 does not want to pay for the use of  
8 Qwest's network.

9 **Q. WHAT IS THE LANGUAGE IN DISPUTE?**

10 A. The parties disagree about the language for Section 7.1.1 of the agreement, which  
11 is found on page 66 of the interconnection agreement ("ICA") filed by Qwest  
12 with its Response to Petition for Arbitration. The ICA contains the language  
13 proposed by Qwest juxtaposed against the language proposed by Level 3. Qwest  
14 proposes the following language:

15 7.1.1 This Section describes the Interconnection  
16 of Qwest's network and CLEC's network for the purpose  
17 of exchanging Exchange Service (EAS/Local traffic),  
18 IntraLATA Toll carried solely by local exchange carriers  
19 and not by an IXC (IntraLATA LEC toll), ISP-Bound  
20 traffic, and Jointly Provided Switched Access (InterLATA  
21 and IntraLATA) traffic. Qwest will provide  
22 Interconnection at any Technically Feasible point within its  
23 network. Interconnection, which Qwest currently names  
24 "Local Interconnection Service" (LIS), is provided for the  
25 purpose of connecting End Office Switches to End Office  
26 Switches or End Office Switches to local or Access  
27 Tandem Switches for the exchange of Exchange Service  
28 (EAS/Local traffic); or End Office Switches to Access

1 Tandem Switches for the exchange of IntraLATA LEC Toll  
2 or Jointly Provided Switched Access traffic. Qwest  
3 Tandem Switch to CLEC Tandem Switch connections will  
4 be provided where Technically Feasible. New or continued  
5 Qwest local Tandem Switch to Qwest Access Tandem  
6 Switch and Qwest Access Tandem Switch to Qwest Access  
7 Tandem Switch connections are not required where Qwest  
8 can demonstrate that such connections present a risk of  
9 Switch exhaust and that Qwest does not make similar use  
10 of its network to transport the local calls of its own or any  
11 Affiliate's End User Customers.

12 **Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?**

13 **A.** Level 3 proposes the following:

14 7.1.1 This Section describes the Interconnection of  
15 Qwest's network and CLEC's network for the purpose of  
16 exchanging Telecommunications Including Telephone  
17 Exchange Service And Exchange Access traffic. Qwest  
18 will provide Interconnection at any Technically Feasible  
19 point within its network.

20 7.1.1.1 **Establishment of SPOI:** Qwest agrees to  
21 provide CLEC a Single Point of Interconnection (SPOI) in  
22 each Local Access Transport Area (LATA) for the  
23 exchange of all telecommunications traffic. The SPOI may  
24 be established at any mutually agreeable location within the  
25 LATA, or, at Level 3's sole option, at any technically  
26 feasible point on Qwest's network. Technically feasible  
27 points include but are not limited to Qwest's end offices,  
28 access tandem, and local tandem offices.

29 7.1.1.2 **Cost Responsibility.** Each Party is  
30 responsible for constructing, maintaining, and operating all  
31 facilities on its side of the SPOI, subject only to the  
32 payment of intercarrier compensation in accordance with  
33 Applicable Law. In accordance with FCC Rule 51.703(b),  
34 neither Party may assess any charges on the other Party for  
35 the origination of any telecommunications delivered to the  
36 other Party at the SPOI, except for Telephone Toll Service  
37 traffic outbound from one Party to the other when the other  
38 Party is acting in the capacity of a provider of Telephone

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Toll Service, to which originating access charges properly apply.

7.1.1.3 Facilities included/transmission rates. Each SPOI to be established under the terms of this Attachment shall be deemed to include any and all facilities necessary for the exchange of traffic between Qwest's and Level 3's respective networks within a LATA. Each Party may use an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet Point of Interconnection (POI) and/or Direct Trunked Transport (DTT) at DS1, DS3 , OC3 or higher transmission rates as, in that Party's reasonable judgment, is appropriate in light of the actual and anticipated volume of traffic to be exchanged. If one Party seeks to establish a higher transmission rate facility than the other Party would establish, the other Party shall nonetheless reasonably accommodate the Party's decision to use higher transmission rate facilities.

7.1.1.4 Each Party Shall Charge Reciprocal Compensation for the Termination of Traffic to be carried. All telecommunications of all types shall be exchanged between the Parties by means of from the physical facilities established at Single Point of Interconnection Per LATA onto its Network Consistent With Section 51.703 of the FCC's Rules:

7.1.1.4.1 Level 3 may interconnect with Qwest at any technically feasible point on Qwest's network for the exchange of telecommunications traffic. Such technically feasible points include but are not limited to Qwest access tandems or Qwest local tandems. When CLEC is interconnected at the SPOI, separate trunk groups for separate types of traffic may be established in accordance with the terms hereof. No separate physical interconnection facilities, as opposed to separate trunk groups within SPOI facilities, shall be established except upon express mutual agreement of the Parties.

1 **Q. WHY IS QWEST OPPOSED TO THE LEVEL 3 LANGUAGE?**

2 A. With regard to the SPOI, Level 3's language is not appropriate from a network  
3 standpoint. Mr. Linse's testimony discusses why the language is inappropriate and  
4 details the options available to Level 3 to interconnect with Qwest. The final two  
5 sections of Level 3's language have to do with cost responsibility and do not  
6 belong in this section. Section 7.1 has to do with interconnection facility options,  
7 not compensation. Qwest's proposals for compensation, including reciprocal  
8 compensation, appear elsewhere in the interconnection agreement and will be  
9 fully discussed as disputed issues later in this testimony.

10 **Q. LEVEL 3 ALSO OBJECTS TO QWEST'S LANGUAGE FOR SECTION**  
11 **7.1.1.1 AND SECTION 7.1.1.2. ARE THESE SECTIONS RELATED TO**  
12 **THE ISSUES YOU HAVE JUST DISCUSSED?**

13 A. No. These two sections have to do with VoIP traffic and will be discussed in the  
14 testimony of Larry Brotherson.

15 **Issue No. 1B**

16 **Q. PLEASE DESCRIBE ISSUE NO. 1B.**

17 A. Issue 1B concerns the methods by which the parties facilitate interconnection  
18 between their respective networks. This issue is addressed in the testimony of  
19 Mr. Linse.

1 **Issue No. 1C**

2 **Q. PLEASE DESCRIBE ISSUE NO. 1C.**

3 A. Issue 1C concerns section 7.2.2.1.1 of the agreement, found on page 71 of the  
4 ICA, which describes how Exchange Service traffic will be terminated. Both  
5 Qwest and Level 3 agree that Exchange Service (EAS/Local) traffic will be  
6 terminated as Local Interconnection Service (LIS), but Qwest disagrees with the  
7 additional language that Level 3 has added to this section.

8 **Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING TO ADD?**

9 A. After the agreed upon description of Exchange Service traffic termination, Level  
10 3 proposes to insert the following language:

11 Notwithstanding references to LIS and to trunking and  
12 facilities used or provisioned in association with LIS,  
13 nothing in this Agreement shall be construed to require  
14 CLEC to pay Qwest for any services or facilities on  
15 Qwest's side of the POI in connection with the origination  
16 of traffic from Qwest to CLEC; and nothing herein shall be  
17 construed to require CLEC to pay for any services or  
18 facilities on Qwest's side of the POI in connection with the  
19 termination of traffic from CLEC by Qwest, other than  
20 reciprocal compensation payments as provided in Section  
21 \_\_\_ hereof.

22 **Q. WHY DOES QWEST OBJECT TO THIS LANGUAGE?**

23 A. Qwest objects to the inserted language because it deals with compensation, a  
24 subject that is more appropriately addressed in section 7.3 of the agreement. In  
25 fact, Level 3 attempts to insert similar language at multiple places in the  
26 interconnection agreement. Level 3's persistence does nothing to change its

1 obligations under the law. As I stated in my preface to Issue No. 1, the Act  
2 clearly allows for Qwest to receive compensation for providing interconnection to  
3 CLECs.

4 **Issue No. 1D**

5 **Q. PLEASE EXPLAIN ISSUE NO. 1D.**

6 A. Issue No. 1D has to do with transport services to deliver Exchange Service  
7 EAS/Local traffic from the POI to the terminating party's end office switch or  
8 tandem switch for call termination.

9 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR THIS SECTION?**

10 A. Qwest proposes the following language:

11 7.2.2.1.2.2 CLEC may purchase transport  
12 services from Qwest or from a third party, including a third  
13 party that has leased the private line transport service  
14 facility from Qwest. Such transport provides a  
15 transmission path for the LIS trunk to deliver the  
16 originating Party's Exchange Service EAS/Local traffic to  
17 the terminating Party's End Office Switch or Tandem  
18 Switch for call termination. Transport may be purchased  
19 from Qwest as Tandem Switch routed (i.e., tandem  
20 switching, tandem transmission and direct trunked  
21 transport) or direct routed (i.e., direct trunked transport).  
22 This Section is not intended to alter either Party's  
23 obligation under Section 251(a) of the Act.

24 **Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?**

25 A. Level 3 proposes the following language:

1                   7.2.2.1.2.2. CLEC may order transport services from Qwest or from a  
2 third-party, including a third party that has leased the private line transport  
3 service facility from Qwest for purposes of network management and  
4 routing of traffic to/from the POI. Such transport provides a transmission  
5 path for the LIS trunk to deliver the originating Party's Exchange Service  
6 EAS/Local traffic to the terminating Party's End Office Switch or Tandem  
7 Switch for call termination. This Section is not intended to alter either  
8 Party's obligation under Section 251(a) of the Act or under Section 51.703  
9 or 51.709 of the FCC's Rules.

10 **Q.     WHAT IS THE DIFFERENCE BETWEEN THE TWO PROPOSALS?**

11     A.     Level 3 changes the word "purchase" to "order" in the first sentence and adds the  
12 words which have been underlined at the end of the sentence. Level 3 also strikes  
13 the second to last sentence in Qwest's language which begins, "Tandem transport  
14 may be purchased from Qwest..." Level 3 mistakenly believes that removing the  
15 word "purchase" somehow relieves it of the obligation to compensate Qwest for  
16 the use of its network. Level 3 acknowledges this transport is necessary and has  
17 not objected to the sentence that states, "Such transport provides a transmission  
18 path for the LIS trunk to deliver the originating Party's Exchange Service  
19 EAS/Local traffic to the terminating Party's End Office Switch or Tandem Switch  
20 for call termination." It has even acknowledged that it needs to order transport  
21 services. What Level 3 refuses to acknowledge is that it has an obligation to  
22 compensate Qwest for providing the services that allow Level 3 to serve its ISP  
23 end users. Compensation issues will be addressed fully later in the testimony.

1 **Issue No. 1E**

2 **Q. PLEASE EXPLAIN ISSUE 1E.**

3 A. Issue 1E concerns section 7.2.2.1.4 of the interconnection agreement, which  
4 discusses direct trunked transport. Qwest has proposed the following language:

5 7.2.2.1.4 LIS ordered to a Tandem Switch will be  
6 provided as direct trunked transport between the Serving  
7 Wire Center of CLEC's POI and the Tandem Switch.  
8 Tandem transmission rates, as specified in Exhibit A of this  
9 Agreement, will apply to the transport provided from the  
10 Tandem Switch to Qwest's End Office Switch.

11 **Q. WHAT POSITION IS LEVEL 3 TAKING ON THIS ISSUE?**

12 A. Level 3 has agreed to the first sentence but has removed the last sentence, again,  
13 apparently in the belief that removing any reference to rates relieves it of the  
14 obligation to compensate Qwest for the use of the Qwest network to provide  
15 service to Level 3's end users.

16 **Issue No. 1F**

17 **Q. PLEASE EXPLAIN ISSUE NO. 1F.**

18 A. Issue 1 F concerns Section 7.2.2.9.6 of the agreement, found on page 81 of the  
19 ICA, which discusses Level 3's ability to interconnect at tandem and end office  
20 switches. Qwest proposes the following language:

21 7.2.2.9.6 The Parties shall terminate Exchange  
22 Service (EAS/Local) traffic on Tandem Switches or End  
23 Office Switches. CLEC may interconnect at either the  
24 Qwest local tandem or the Qwest access tandem for the

1 delivery of local exchange traffic. When CLEC is  
2 interconnected at the access tandem and when there is a  
3 DS1 level of traffic (512 BHCCS) over three (3)  
4 consecutive months between CLEC's Switch and a Qwest  
5 End Office Switch, Qwest may request CLEC to order a  
6 direct trunk group to the Qwest End Office Switch. CLEC  
7 shall comply with that request unless it can demonstrate  
8 that such compliance will impose upon it a material adverse  
9 economic or operations impact. Furthermore, Qwest may  
10 propose to provide Interconnection facilities to the local  
11 Tandem Switches or End Office Switches served by the  
12 Access Tandem Switch at the same cost to CLEC as  
13 Interconnection at the Access Tandem Switch. If CLEC  
14 provides a written statement of its objections to a Qwest  
15 cost-equivalency proposal, Qwest may require it only: (a)  
16 upon demonstrating that a failure to do so will have a  
17 material adverse affect on the operation of its network and  
18 (b) upon a finding that doing so will have no material  
19 adverse impact on the operation of CLEC, as compared  
20 with Interconnection at such Access Tandem Switch.

21 **Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?**

22 **A.**

23 7.2.2.9.6 When CLEC is interconnected at the access  
24 tandem and when there is a DS1 level of traffic (512  
25 BHCCS) over three (3) consecutive months between  
26 CLEC's Switch and a Qwest End Office Switch, Qwest  
27 may request CLEC to order a direct trunk group to the  
28 Qwest End Office Switch. Notwithstanding references to  
29 Qwest's ability to requests that CLECs order direct trunk  
30 groups to the Qwest end office, nothing in this agreement  
31 shall e shall be construed to require CLEC to pay Qwest for  
32 any services or facilities on Qwest's side of the POI in  
33 connection with the origination of traffic from Qwest to  
34 CLEC; and nothing herein shall be construed to require  
35 CLEC to pay for any services or facilities on Qwest's side  
36 of the POI in connection with the termination of traffic  
37 from CLEC by Qwest, other than reciprocal compensation  
38 payments as provided in this Agreement.

1 **Q. WHY IS QWEST OPPOSED TO THE LEVEL 3 LANGUAGE?**

2 A. Level 3 has stricken the first two sentences of Qwest's language that describes  
3 how Level 3 may interconnect at Qwest local and tandem switches. Mr. Linse  
4 describes in his testimony why this language is important from a network  
5 perspective. In addition, while agreeing that Qwest may request Level 3 to order  
6 a direct trunk group to a Qwest end office switch, Level 3 has removed the Qwest  
7 language that would have Level 3 comply with the request, thereby effectively  
8 absolving Level 3 of any responsibility for network efficiencies. Finally, Level 3  
9 again inserts the disclaimer that it should not have to pay for the use of the Qwest  
10 network. This language not only ignores Level 3's obligations under the law, but  
11 is also clearly misplaced in a section describing the technical aspects of  
12 interconnection.

13 **Issue No. 1G**

14 **Q. PLEASE DESCRIBE ISSUE 1G.**

15 A. Issue 1G concerns Sections 7.3.1.1.3 and 7.3.1.1.3.1, found on page 83 of the  
16 ICA, which discuss how the cost of jointly used facilities shall be shared by the  
17 parties.

18 **Q. WHAT LANGUAGE DOES QWEST PROPOSE?**

19 A. Qwest proposes the following language:

20 7.3.1.1.3 If the Parties elect to establish LIS two-way  
21 trunks, for reciprocal exchange of Exchange Service

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(EAS/Local) traffic, the cost of the LIS two-way facilities shall be shared among the Parties by reducing the LIS two-way entrance facility (EF) rate element charges as follows:

7.3.1.1.3.1 Entrance Facilities - The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor (RUF) of fifty percent (50%) for a minimum of one (1) quarter if the Parties have not exchanged LIS traffic previously. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one (1) quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If a CLEC's End User Customers are assigned NPA-NXXs associated with a rate center different from the rate center where the Customer is physically located, traffic that does not originate and terminate within the same Qwest local calling area (as approved by the Commission), regardless of the called and calling NPA-NXXs, involving those Customers is referred to as "VNXX traffic". For purposes of determining the RUF, the terminating carrier is responsible for ISP-bound traffic and for VNXX traffic. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter justify a new relative use factor, that Party will send a notice to the other Party. Once the Parties finalize a new factor, the bill reductions and payments will apply going forward, from the date the original notice was sent. ISP-bound traffic or traffic delivered to Enhanced Service providers is interstate in nature. Qwest has never agreed to exchange VNXX Traffic with CLEC.

**Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?**

A. Level 3 proposes the following:

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7.3.1.1.3 Each party is solely responsible for any and all costs arising from or related to establishing and

1 maintaining the interconnection trunks and facilities it uses  
2 to connect to the POI. Thus, neither party shall require the  
3 other to bear any additional costs for the establishment and  
4 operation of interconnection facilities that connect its  
5 network to its side of the POI.

6 7.3.1.1.3.1 Intercarrier compensation.  
7 Intercarrier compensation for traffic exchanged at the SPOI  
8 shall be in accordance with FCC Rule 51.703 and  
9 associated FCC rulings. For avoidance of doubt, any traffic  
10 that constitutes "telecommunications" and that is not  
11 subject to switched access charges, including without  
12 limitation so-called "information access" traffic, shall be  
13 subject to compensation from the originating carrier to the  
14 terminating carrier at the FCC-mandated capped rate (as of  
15 the effective date hereof) of \$0.0007 per minute. Any  
16 dispute about the appropriate intercarrier compensation  
17 applicable to any particular traffic shall be resolved by  
18 reference to the FCC's rule and associated orders.

19 **Q. WHY IS QWEST OPPOSED TO THE LEVEL 3 LANGUAGE?**

20 A. Level 3 again denies that it has an obligation to compensate Qwest for the use of  
21 its network. This assertion is contrary to the FCC's rule 51.709(b) which states:

22 The rate of a carrier providing transmission facilities  
23 dedicated to the transmission of traffic between two  
24 carriers' networks shall recover only the costs of the  
25 proportion of that trunk capacity used by an interconnecting  
26 carrier to send traffic that will terminate on the providing  
27 carrier's network. Such proportions may be measured  
28 during peak periods.

29 **Q. IN PREVIOUS ARBITRATIONS WITH QWEST DID LEVEL 3 MAKE  
30 THIS SAME ARGUMENT?**

31 A. No. In previous arbitrations, Level 3 agreed to use a relative use factor to  
32 apportion the transport cost associated with two-way trunking, but disagreed as to  
33 the type of traffic that should be included in the calculation.

1 Q. IS THERE A FORM OF INTERCONNECTION THAT LEVEL 3 CAN  
2 EMPLOY WHICH WOULD ALLOW IT TO AVOID PAYING FOR THE  
3 RELATIVE USE OF AN ENTRANCE FACILITY?

4 A. Yes. Under the agreed-to provisions of the interconnection agreement, there are a  
5 number of ways in which Level 3 can choose to interconnect with the Qwest  
6 network. One of these options, explained in 7.1.2.3 of the agreement, is a Mid-  
7 Span Meet POI. The relative use calculations that apply to an entrance facility  
8 purchased from Qwest do not apply to a Mid-Span Meet POI. As noted in  
9 Section 7.1.2.3, under this option “[e]ach Party will be responsible for its portion  
10 of the build to the Mid-Span Meet POI.” Thus, to the extent that Level 3 seeks to  
11 avoid any financial responsibility for facilities on the Qwest side of the Mid-Span  
12 POI, it is free, under this agreement, to select the Mid-Span Meet POI option  
13 under which both parties are obligated to construct facilities to the agreed to POI  
14 and neither party is responsible for the charges associated with the facility on the  
15 other party’s side of the Mid-Span POI. Level 3 can also choose to provide  
16 collocation, which would also not entail the purchase of an entrance facility to  
17 connect with Qwest’s network.

18 There are, however, sound reasons for Level 3 to choose the entrance facility  
19 options, instead of the Mid-Span Meet POI. By so choosing, Level 3 is able to  
20 avoid the initial, and often substantial, investment associated with building its  
21 own facilities to the POI. By choosing the entrance facility option, Level 3 pays a  
22 nominal non-recurring charge to “turn-on” the Qwest facilities and then pays a

1 monthly recurring charge that is subject to a credit based on Qwest's relative use  
2 of the facilities. Level 3 is clearly avoiding significant capital expenditures by  
3 ordering the LIS entrance facility, yet is unwilling to compensate Qwest for this  
4 facility.

5 **Q. WHY IS IT APPROPRIATE TO EXCLUDE ISP-BOUND AND VNXX**  
6 **TRAFFIC FROM THE RELATIVE USE CALCULATION?**

7 A. The FCC rule I just cited appears in Subpart H of the FCC's rules, which is titled  
8 "Reciprocal Compensation for Transport and Termination of Telecommunications  
9 traffic". In Section 51.701(b)(1) the FCC defines "telecommunications traffic" as  
10 traffic "exchanged between a LEC and a telecommunications carrier other than a  
11 CMRS provider, *except for telecommunications traffic that is interstate or*  
12 *intrastate exchange access, information access, or exchange services for such*  
13 *access."* (Italics added). In the ISP Remand Order,<sup>4</sup> the FCC determined that ISP  
14 bound traffic (traffic destined for a local ISP server) is information access. As  
15 such, this traffic is expressly excluded from the traffic referred to in 51.709(b).  
16 Similarly, VNXX (or interexchange) traffic must be excluded, for, as Mr.  
17 Brotherson makes clear in his testimony, VNXX calls that do not originate and  
18 terminate in the same local calling area are not subject to the reciprocal  
19 compensation obligations of 251(b)(5).

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<sup>4</sup> Order on Remand, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, 16 FCCR 9151 (2001) ("ISP Remand Order") ¶ 42.

1 Q. WAS EXCLUDING ISP-BOUND TRAFFIC FROM THE RUF  
2 CALCULATION DISCUSSED DURING THE 271 MULTI-STATE  
3 WORKSHOPS?

4 A. Yes, this was a topic of discussion during the 271 workshops. Ultimately the  
5 parties participating in the workshops agreed to the language appearing in the  
6 Qwest Idaho SGAT that excludes ISP-bound traffic from the calculation.

7 Q. IN ITS PETITION, LEVEL 3 CITES THE FCC'S RULE 51.703(B) AND  
8 ARGUES THAT ILECS ARE PROHIBITED FROM LEVYING CHARGES  
9 FOR TRAFFIC ORIGINATING ON THEIR OWN NETWORKS. DO YOU  
10 AGREE?

11 A. No. 51.703(b) applies to "telecommunications traffic." As was just discussed,  
12 ISP bound traffic (traffic destined for a local ISP server) is "information access"  
13 and is specifically excluded from the definition of telecommunication traffic.  
14 Clearly, 51.703(b) does not apply in the case of such ISP bound traffic.

15 **Issue No. 1H**

16 Q. PLEASE EXPLAIN THE DISPUTE RELATED TO ISSUE NO. 1H.

17 A. Issue 1H is the same as Issue 1G, except that, where 1G concerned allocating the  
18 cost of a two-way entrance facility, 1H deals with allocating the cost of two-way  
19 direct transport facilities.

1 Q. WHAT LANGUAGE IS QWEST PROPOSING?

2 A. Qwest is proposing the following language:

3 7.3.2.2 If the Parties elect to establish LIS two-way DTT  
4 trunks, for reciprocal exchange of Exchange Service  
5 (EAS/Local) traffic the cost of the LIS two-way DTT  
6 facilities shall be shared among the Parties by reducing the  
7 LIS two-way DTT rate element charges as follows:

8 7.3.2.2.1 Direct Trunked Transport - The  
9 provider of the LIS two-way DTT facility will initially  
10 share the cost of the LIS two-way DTT facility by  
11 assuming an initial relative use factor of fifty percent (50%)  
12 for a minimum of one (1) quarter if the Parties have not  
13 exchanged LIS traffic previously. The nominal charge to  
14 the other Party for the use of the DTT facility, as described  
15 in Exhibit A, shall be reduced by this initial relative use  
16 factor. Payments by the other Party will be according to  
17 this initial relative use factor for a minimum of one (1)  
18 quarter. The initial relative use factor will continue for  
19 both bill reduction and payments until the Parties agree to a  
20 new factor,-based upon actual minutes of use data for non-  
21 ISP-bound traffic to substantiate a change in that factor. If  
22 a CLEC's End User Customers are assigned a NPA-NXXs  
23 associated with a rate center other than the rate center  
24 where the Customer is physically located, traffic that does  
25 not originate and terminate within the same Qwest local  
26 calling area (as approved by the Commission), regardless  
27 of the called and calling NPA-NXXs, involving those  
28 Customers is referred to as "VNXX traffic". For purposes  
29 of determining the RUF, the terminating carrier is  
30 responsible for ISP-bound traffic and for VNXX traffic. If  
31 either Party demonstrates with non-ISP-bound traffic data  
32 that actual minutes of use during the first quarter justify a  
33 new relative use factor, that Party will send a notice to the  
34 other Party. Once the Parties finalize a new factor, the bill  
35 reductions and payments will apply going forward, from  
36 the date the original notice was sent. ISP-bound traffic is  
37 interstate in nature. Qwest has never agreed to exchange  
38 VNXX Traffic with CLEC.

1 **Q. WHAT IS LEVEL 3'S PROPOSED LANGUAGE?**

2 A. Level 3 proposes the following language:

3 7.3.2.2 Each party is solely responsible for any and all costs  
4 arising from or related to establishing and maintaining the  
5 interconnection trunks and facilities it uses to connect to  
6 the POI. Thus, neither party shall require the other to bear  
7 any additional costs for the establishment and operation of  
8 interconnection facilities that connect its network to its side  
9 of the POI.

10 Qwest is opposed to this language for all of the reasons cited in the discussion of  
11 issue 1G

12 **Issue No. 1I**

13 **Q. PLEASE DESCRIBE ISSUE 1I**

14 A. Issue 1I again involves compensation, in this case non-recurring charges for the  
15 installation of LIS trunks. Qwest proposes the following language:

16 7.3.3.1 Installation nonrecurring charges may be assessed  
17 by the provider for each LIS trunk ordered. Qwest rates are  
18 specified in Exhibit A.

19 **Q. WHAT LANGUAGE DOES LEVEL 3 PROPOSE?**

20 A. Level 3 proposes the following language:

21 7.3.3.1 Neither Party may charge (and neither Party shall  
22 have an obligation to pay) any installation nonrecurring  
23 charges or the like, for any LIS trunk ordered for purposes  
24 of exchanging ISP-Bound Traffic, 251(b)(5) Traffic, and  
25 VoIP Traffic that either Party delivers at a POI, other than  
26 the intercarrier compensation rates.

1 Q. ARE QWEST'S OBJECTIONS TO THIS LANGUAGE THE SAME AS  
2 FOR THE OTHER INTERCONNECTION COMPENSATION ISSUES?

3 A. Yes. Qwest opposes this language because it denies Qwest compensation for  
4 work performed on behalf of Level 3. In addition, Level 3 inappropriately inserts  
5 language regarding the type of traffic to be exchanged over LIS trunks, a subject  
6 more appropriately addressed elsewhere in the agreement.

7 **Issue No. 1J**

8 Q. PLEASE DESCRIBE ISSUE 1J.

9 A. Like issue 1H, issue 1J involves the assessment of non-recurring charges related  
10 to LIS trunking, in this case non-recurring charges related to trunk  
11 rearrangements. Qwest proposes the following language:

12 7.3.3.2 Nonrecurring charges for rearrangement may be  
13 assessed by the provider for each LIS trunk rearrangement  
14 ordered, at one-half (1/2) the rates specified in Exhibit A.

15 Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING?

16 A. Level 3 proposes the following language:

17 7.3.3.2 Neither Party may charge (and neither Party shall  
18 have an obligation to pay) any nonrecurring charges for  
19 rearrangement assessed for any LIS trunk rearrangement  
20 ordered for purposes of exchanging ISP-Bound Traffic,  
21 251(b)(5) Traffic, and VoIP Traffic that either Party  
22 delivers at a POI, other than the intercarrier compensation  
23 rates.

1 Again, Qwest opposes this language because it denies Qwest compensation for  
2 work performed on behalf of Level 3 and again adds language regarding the  
3 exchange of traffic which is more appropriately addressed elsewhere in the  
4 agreement.

5 **IV. DISPUTED ISSUE NO. 2 (A-B): ALL TRAFFIC ON**  
6 **INTERCONNECTION TRUNKS**

7 **Q. PLEASE EXPLAIN DISPUTED ISSUE NO 2.**

8 A. Issue 2, found on pages 79-80 of the ICA, concerns what types of traffic may be  
9 combined over LIS trunks and whether Qwest is entitled to compensation for the  
10 interconnection trunks it provides to Level 3.

11 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR SECTION 7.2.2.9.3?**

12 A. Qwest is proposing the following language:

13 7.2.2.9.3.1 Exchange Service (EAS/Local), ISP-Bound  
14 Traffic, IntraLATA LEC Toll , VoIP traffic and Jointly  
15 Provided Switched Access (InterLATA and IntraLATA  
16 Toll involving a third party IXC) may be combined in a  
17 single LIS trunk group or transmitted on separate LIS trunk  
18 groups.

19 7.2.2.9.3.1.1 If CLEC utilizes trunking  
20 arrangements as described in Section 7.2.2.9.3.1, Exchange  
21 Service (EAS/Local) traffic shall not be combined with  
22 Switched Access, not including Jointly Provided Switched  
23 Access, on the same trunk group, i.e. Exchange Service  
24 (EAS/Local) traffic may not be combined with Switched  
25 Access Feature Group D traffic to a Qwest Access Tandem  
26 Switch and/or End Office Switch.

1                   7.2.2.9.3.2 CLEC may combine originating  
2 Exchange Service (EAS/Local) traffic, ISP-Bound Traffic,  
3 IntraLATA LEC Toll, VoIP Traffic and Switched Access  
4 Feature Group D traffic including Jointly Provided  
5 Switched Access traffic, on the same Feature Group D  
6 trunk group.

7                   7.2.2.9.3.2.1 CLEC shall provide to  
8 Qwest, each quarter, Percent Local Use (PLU) factor(s) that  
9 can be verified with individual call detail records or the  
10 Parties may use call records or mechanized  
11 jurisdictionalization using Calling Party Number (CPN)  
12 information in lieu of PLU, if CPN is available. Where  
13 CLEC utilizes an affiliate's Interexchange Carrier (IXC)  
14 Feature Group D trunks to deliver Exchange Service  
15 (EAS/Local) traffic with interexchange Switched Access  
16 traffic to Qwest, Qwest shall establish trunk group(s) to  
17 deliver Exchange Service (EAS/Local), Transit, and  
18 IntraLATA LEC Toll to CLEC. Qwest will use or establish  
19 a POI for such trunk group in accordance with Section 7.1.

20 **Q.     WHAT LANGUAGE IS LEVEL 3 PROPOSING?**

21 **A.     Level 3 proposes the following language:**

22                   7.2.2.9.3.1           Where CLEC exchanges Telephone  
23 Exchange Service, Exchange Access Service, Telephone  
24 Toll Service, and Information Services traffic with Qwest  
25 over a single interconnection network, CLEC agrees to pay  
26 Qwest, on Qwest's side of the POI, state or federally  
27 tariffed rates applicable to the facilities charges for  
28 InterLATA and/or InterLATA traffic in proportion to the  
29 total amount of traffic exchanged over such interconnection  
30 facility. Otherwise each party remains 100% responsible  
31 for the costs of its interconnection facilities on its side of  
32 the POI. Thus, by way of illustration only, where 20% of  
33 such traffic is interLATA (intrastate and interstate) and the  
34 remaining 80% is Section 251(b)(5) Traffic, CLEC would  
35 pay Qwest an amount equal to 20% of the applicable  
36 tariffed transport rate that would apply to a tariffed facility  
37 used solely for the exchange of such access traffic for such  
38 traffic exchanged on Qwest's side of the POI over a single  
39 interconnection trunk.

1 Except as expressly provided in Section 7.3.1.1.3, each  
2 party shall bear all costs of interconnection on its side of  
3 the network in accordance with 47 C.F.R. § 51.703.  
4 Accordingly, unless otherwise expressly authorized  
5 according to Section 7.3.1.1.3, neither Party may charge the  
6 other (and neither Party shall have an obligation to pay) any  
7 recurring and/or nonrecurring fees, charges or the like  
8 (including, without limitation, any transport charges),  
9 associated with the exchange of any telecommunications  
10 traffic including but not limited to Section 251(b)(5) Traffic  
11 on its side of the POI.

12 Each party is solely responsible for any and all costs arising  
13 from or related to establishing and maintaining the  
14 interconnection trunks and facilities it uses to connect to  
15 the POI. Thus, neither party shall require the other to bear  
16 any additional costs for the establishment and operation of  
17 interconnection facilities that connect its network to its side  
18 of the POI. If traffic is combined, Section 7.3.9 of this  
19 Agreement applies.

20 7.2.2.9.3.2 CLEC may combine Exchange Service  
21 (EAS/Local) traffic, ISP-Bound Traffic, Exchange Access  
22 (IntraLATA Toll carried solely by Local Exchange  
23 Carriers), VoIP Traffic and Switched Access Feature Group  
24 D traffic including Jointly Provided Switched Access  
25 traffic, on the same Feature Group D trunk group or over  
26 the same interconnection trunk groups as provided in  
27 Section 7.3.9.

28 **Q. PLEASE SUMMARIZE THE POSITIONS OF THE TWO PARTIES ON**  
29 **THIS ISSUE.**

30 **A.** As I noted previously, there are two issues here: 1) compensation for LIS  
31 trunking on the Qwest side of the POI and; 2) the types of traffic that may be  
32 combined on LIS trunks. With regard to the first issue, Level 3 takes the position  
33 that, with the exception of reciprocal compensation charges, it is not responsible  
34 for any interconnection charges on the Qwest side of the POI. Qwest believes

1 that it is entitled to recover the costs it incurs to provide interconnection to Level  
2 3. These arguments were covered at length in the discussion of Issue No. 1 and  
3 need not be repeated here.

4 **Q. WHAT ARE THE PARTIES' POSITIONS AS TO WHAT TRAFFIC IS**  
5 **ALLOWED OVER LIS TRUNKS?**

6 A. Level 3 believes it should be allowed to combine all traffic, including switched  
7 access traffic, over LIS trunks. Qwest is willing to allow all traffic types, with the  
8 exception of switched access traffic, to be carried over LIS trunks. Qwest  
9 requires that switched access traffic be carried over Feature Group D (FGD)  
10 trunks. Qwest has required this since 1984 and nothing has changed this  
11 requirement. Qwest has agreed to allow all traffic types terminating to Qwest to  
12 be combined over FGD trunks.

13 **Q. THE QWEST LANGUAGE IN SECTION 7.2.2.9.3.1 ALLOWS JOINTLY**  
14 **PROVIDED SWITCHED ACCESS TRAFFIC TO BE CARRIED OVER**  
15 **LIS TRUNKS. WHAT IS THE INTENT OF ALLOWING JOINTLY**  
16 **PROVIDED SWITCHED ACCESS TRAFFIC TO BE CARRIED OVER**  
17 **LIS TRUNKS?**

18 A. Because IXCs generally connect at the Qwest access tandem rather than directly  
19 to the CLEC, this language, which appears in all of Qwest's SGATs, is needed to  
20 allow traffic to and from a CLEC end user's Presubscribed Interexchange Carrier  
21 ("PIC") to be carried over LIS trunks. Thus, CLEC end users are able to reach

1 their Presubscribed Interexchange Carriers and the IXCs are able to get calls to  
2 CLEC end users. This traffic is referred to as Jointly Provided Switched Access  
3 because both Qwest and the CLEC are involved in providing access to the IXC.

4 **Q. IS QWEST REQUIRED TO COMBINE SWITCHED ACCESS ON LIS**  
5 **TRUNKS?**

6 A. No. Qwest has no obligation to permit Level 3 to commingle switched access  
7 traffic with other types of traffic on the interconnection trunks created under the  
8 Agreement. In fact, Qwest is required to provide interconnection for the  
9 exchange of switched access traffic in the same manner that it provided  
10 interconnection for such traffic prior to passage of the Act. Section 251(g) of the  
11 Act specifically provides:

12 On and after February 8, 1996, each local exchange carrier,  
13 to the extent that it provides wireline services, shall provide  
14 exchange access, information access, and exchange  
15 services for such access to interexchange carriers and  
16 information service providers in accordance with the same  
17 equal access and nondiscriminatory *interconnection*  
18 *restrictions and obligations* (including receipt of  
19 compensation) that apply to such carrier on the date  
20 immediately preceding February 8, 1996, under any court  
21 order, consent decree, or regulation or policy of the  
22 Commission, until such restrictions and obligations are  
23 explicitly superseded by regulations prescribed by the  
24 Commission after February 8, 1996.

1 (Emphasis added). As the FCC has stated, “[p]ursuant to section 251(g), LECs  
2 must continue to offer tariffed interstate access services just as they did prior to  
3 the enactment of the 1996 Act.”<sup>5</sup>

4 Nothing in the Act or the FCC’s regulations give Level 3 the right to mix  
5 switched access traffic with local traffic over the local interconnection trunks  
6 between its network and Qwest’s established pursuant to section 251(c)(2) of the  
7 Act. The Act and the FCC’s regulations interpreting the Act speak to,  
8 “interconnection at any technically feasible point within the incumbent LEC’s  
9 network,”<sup>6</sup> but this instruction clearly does not apply to traffic carried by Level 3  
10 between LATAs or between local calling areas. Any other interpretation would  
11 undermine Qwest’s switched access tariffs.

12 **Q. DOES LEVEL 3’S OFFER TO PAY QWEST STATE AND FEDERAL**  
13 **TARIFF RATES FOR INTERLATA TRAFFIC IN PROPORTION TO**  
14 **THE TOTAL AMOUNT OF TRAFFIC GOING OVER THE LIS TRUNK**  
15 **SATISFY THE REQUIREMENTS OF 251(g)?**

16 **A.** No. Level 3’s proposal would only allow Qwest to assess a per minute of use  
17 charge on switched access traffic. Qwest would still be denied the non-recurring  
18 charges and recurring non-traffic sensitive charges that are a part of FGD charges.

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<sup>5</sup> *Local Competition Order*, ¶1034.

<sup>6</sup> 47 C.F.R. § 51.305(a)(2).

1           These are charges that are contained in Qwest's access tariffs and are charges that  
2           all IXCs are required to pay.

3   **Q.    ARE THERE OTHER PROBLEMS WITH THE LEVEL 3 PROPOSAL?**

4   A.    Yes. The Level 3 proposal creates serious recording and billing issues as well as  
5           issues related to the intercarrier exchange of jointly provided switched access  
6           records.

7   **Q.    WHAT ARE THE BILLING ISSUES THE LEVEL 3 PROPOSAL**  
8           **PRESENTS?**

9   A.    Today, IXCs are required to route all interLATA switched access traffic and  
10          intraLATA switched access traffic over FGD. Qwest's mechanized billing  
11          systems are able to use the actual traffic information recorded by its end office  
12          switch from the FGD trunks, allowing Qwest to accurately and efficiently produce  
13          switched access bills. The Level 3 proposal, on the other hand, would rely on  
14          factors, not recordings of actual traffic information, and would not allow Qwest to  
15          use its existing mechanized billing processes. In fact, implementing the Level 3  
16          proposal would require investment and significant reworking of Qwest systems  
17          and processes, forcing Qwest to expend significant resources to meet the special  
18          needs of one carrier.

1 **Q. WHAT ARE THE PROBLEMS RELATED TO THE EXCHANGE OF**  
2 **SWITCHED ACCESS RECORDS YOU MENTIONED EARLIER?**

3 A. The undisputed language in Section 7.2.2.4 of the agreement requires the parties  
4 to use industry standards developed to handle the provisioning and billing of  
5 Jointly Provided Switched Access. Under these standards, Qwest is required to  
6 provide industry standard jointly provided switched access records to LECs,  
7 WSPs and CLECs when Qwest transports and switches jointly provided switched  
8 access traffic. Today these records are produced mechanically, using the  
9 information recorded on the FGD trunks. Level 3's use of billing factors would  
10 not allow Qwest to provide the industry standard records to the terminating LEC,  
11 wireless service providers (WSPs) or CLEC carriers. If Qwest does not record  
12 this traffic as FGD, neither Qwest nor the collaborating LEC, CLEC or WSP can  
13 bill the IXC who originated the call. In addition, if one of these IXC calls that  
14 Level 3 is requesting to route over LIS were routed on to another CLEC, ILEC or  
15 WSP, Qwest could potentially get billed for switched access or reciprocal  
16 compensation for a call that really originated with an IXC, as Qwest would be  
17 unable to provide the appropriate jointly provided switched access record to the  
18 CLEC, ILEC or WSP.

19 **Q. IS QWEST IN A POSITION TO AGREE TO A PROPOSAL THAT WILL**  
20 **IMPACT OTHER LECS AND CLECS?**

21 A. No. Even if Qwest were willing to agree to use factors for the traffic it  
22 terminates, Qwest cannot agree to a proposal that will impact all ILECs and

1 CLECs that today rely on Qwest to provide them with a jointly provided switched  
2 access record. Without the switched access records they are receiving today,  
3 these companies, too, would have to change their systems and processes for  
4 billing their portion of switched access to the IXC.

5 **Q. HOW DO YOU RESPOND TO LEVEL 3'S ARGUMENTS THAT**  
6 **COMBINING ALL TRAFFIC OVER A SINGLE TRUNK GROUP IS**  
7 **MORE EFFICIENT?**

8 A. Qwest has offered Level 3 an approach that will allow the network efficiencies  
9 that Level 3 is seeking. Qwest's proposed language for section 7.2.2.9.3.2 offers  
10 Level 3 the capability to combine all traffic over a FGD trunk group. Combining  
11 all of the traffic over FGD not only allows for the efficiencies Level 3 claims to  
12 need, it also allows for mechanized billing of the appropriate tariffed rates and the  
13 ability to produce the necessary jointly provided switched access records. There  
14 is simply no reason to grapple with the difficulties inherent in Level 3's proposal  
15 when a workable solution to combining all traffic on a single trunk group already  
16 exists.

17 **Q. HAS QWEST ALLOWED OTHER CARRIERS TO USE LIS TRUNKS IN**  
18 **THE MANNER THAT LEVEL 3 IS PROPOSING HERE?**

19 A. No. All CLECs interconnected with Qwest have Interconnection Agreements that  
20 either provide for the segregation of traffic onto separate trunk groups, or the  
21 combining of terminating traffic onto a FGD trunk group. There is simply no

1 valid reason to give Level 3 special treatment that would cause great expense and  
2 disruption for Qwest and other carriers.

3 **V. DISPUTED ISSUE NO. 5: SHOULD INTERCONNECTION TERMS BE**  
4 **INCORPORATED BY REFERENCE**

5 **Q. PLEASE EXPLAIN THE NATURE OF THE DISPUTE AROUND THIS**  
6 **ISSUE.**

7 A. Level 3 alleges that Qwest's proposed interconnection agreement attempts to  
8 incorporate, by reference, certain state Statement of Generally Available Terms  
9 (SGAT) terms and conditions.

10 **Q. DOES QWEST'S PROPOSED AGREEMENT ATTEMPT TO**  
11 **INCORPORATE SGAT TERMS AND CONDITIONS?**

12 A. No. Level 3 has misinterpreted the cross-references that Qwest included in its  
13 template interconnection agreement, which was used as a basis for negotiations.  
14 The SGAT references in the template agreement signify that a commission has  
15 approved state-specific language that is different than the generic language used  
16 in the fourteen state template. Thus, for example, the state commissions in  
17 Colorado, Minnesota and South Dakota have each prescribed language for  
18 Section 5.8.1 in the fourteen state template. Qwest's intent in referencing the  
19 state SGATs in the template was to signify that the state specific language was to  
20 be substituted for the template language in those cases. The interconnection  
21 agreement that was submitted with Qwest's response in this docket contains the

1 state specific language that Qwest proposes and contains no cross-references to  
2 the SGAT. Hopefully Qwest's clarification and the proposed state specific  
3 interconnection agreement will allow the parties to close this issue.

4 **VI. DISPUTED ISSUE NO. 13: LOCAL INTERCONNECTION SERVICE**

5 **DEFINITION**

6 **Q. PLEASE DESCRIBE ISSUE NO. 13.**

7 A. Issue No. 13 relates to the definition of local interconnection service.

8 **Q. WHAT IS QWEST'S PROPOSED DEFINITION FOR LOCAL**  
9 **INTERCONNECTION SERVICE?**

10 A. Qwest proposes the following definition on page 23 of the ICA:

11 "Local Interconnection Service" or "LIS" Entrance  
12 Facility" is a DS1 or DS3 facility that extends from  
13 CLEC's Switch location or Point of Interconnection (POI)  
14 to the Qwest Serving Wire Center. An Entrance Facility  
15 may not extend beyond the area served by the Qwest  
16 Serving Wire Center.

17 **Q. WHAT IS LEVEL 3'S DEFINITION**

18 A. Level 3 objects to Qwest's definition but fails to provide a definition of its own.

19 **Q. WHAT IS THE BASIS OF LEVEL 3'S OBJECTION?**

20 A. Level 3 claims that the Qwest definition shifts the cost of Qwest's network to  
21 Level 3.

1 **Q. DO YOU AGREE?**

2 A. No. The definition of “Local Interconnection Service or ‘LIS’ Entrance Facility”  
3 is nothing more than a definition of the facility that connects Qwest’s network to  
4 Level 3’s network. The definition does not contain any language that determines  
5 who bears the cost of this facility. Level 3 provides no legitimate reason for  
6 rejecting this definition. Level 3’s concern about the allocation of the costs of  
7 interconnection is addressed in Issue No. 1G. As I explained in the discussion of  
8 issue 1G, Level 3 has the option of using a Mid-Span Meet POI or collocation for  
9 interconnection rather than an entrance facility. These options would allow Level  
10 3 to avoid compensating Qwest for an entrance facility on the Qwest side of the  
11 POI.

12 **VII. DISPUTED ISSUE NO. 17: TRUNK FORECASTING**

13 **Q. PLEASE EXPLAIN ISSUE NO 17.**

14 A. Issue 17 has to do with Section 7.2.2.8 of the agreement, which discusses LIS  
15 forecasting. Level 3 and Qwest have been unable to reach agreement on the LIS  
16 forecasting language. In an attempt to settle this issue, Qwest is now proposing  
17 different language from what was filed by Qwest with its Response to Petition for  
18 Arbitration.

19 **Q. WHAT LANGUAGE IS QWEST NOW PROPOSING?**

20 A. Qwest is proposing the following language:

1                   7.2.2.8.4       The Parties agree that trunk forecasts are  
2 non-binding and are based on the information available to  
3 each respective Party at the time the forecasts are prepared.  
4 Unforecasted trunk demands, if any, by one Party will be  
5 accommodated by the other Party as soon as practicable  
6 based on facility availability. Switch capacity growth  
7 requiring the addition of new switching modules may  
8 require six (6) months to order and install.

9                   7.2.2.8.5       In the event of a dispute regarding forecast  
10 quantities, where in each of the preceding eighteen (18)  
11 months, trunks required is less than fifty percent (50%) of  
12 forecast, Qwest will make capacity available in accordance  
13 with the lower forecast.

14                   This language replaces the language contained in sections 7.2.2.8.4, 7.2.2.8.5,  
15 7.2.2.8.6, 7.2.2.8.6.1 and 7.2.2.8.6.2 in Qwest's previously filed interconnection  
16 agreement.

17 **Q.       WHY HAS QWEST CHANGED ITS PROPOSED LANGUAGE FROM**  
18 **WHAT WAS PROPOSED PREVIOUSLY?**

19 A.       One of Level 3's concerns with Qwest's original language was the requirement of  
20 a deposit to construct trunks to forecasted levels when previous forecasts did not  
21 match subsequent requirements. Qwest has now removed the deposit  
22 requirement.

23 **Q.       DOES LEVEL 3 OBJECT TO THE NEW QWEST LANGUAGE?**

24 A.       Although Qwest has offered Level 3 the new language, Level 3 has not yet  
25 informed Qwest if the revisions are acceptable or proposed new language.

1 **Q. WHY DOES QWEST FEEL THAT THE NEWLY PROPOSED**  
2 **LANGUAGE IS NECESSARY?**

3 A. LIS forecasting serves the interest of both parties by helping to ensure that  
4 adequate capacity is made available to allow for the exchange of traffic between  
5 the parties. As a result, it is important that the interconnection agreement detail  
6 how the forecasts are developed and used.

7 **Q. WHY IS QWEST PROPOSING TO BUILD TO A LOWER FORECAST**  
8 **WHERE REQUIRED LEVELS HAVE BEEN LESS THAN FORECAST IN**  
9 **PREVIOUS MONTHS?**

10 A. In many instances, making capacity available at forecasted levels will require  
11 Qwest to construct new facilities and thereby incur substantial expense. Once a  
12 CLEC submits its forecast, however, it has no obligation to order interconnection  
13 trunks consistent with its forecast. This could leave Qwest in the unacceptable  
14 position of having incurred cost to build new facilities, which then lay  
15 underutilized, or worse, dormant or dark. To avoid this situation, Qwest reserves  
16 the right to adjust the forecast downward based on the relationship between  
17 ordered trunks and forecasted trunks in previous months. This provides the  
18 appropriate incentive to the forecasting party and allows Qwest to avoid making  
19 needless investments.

1 **VIII. DISPUTED ISSUE NO. 18: JURISDICTIONAL ALLOCATION FACTORS**

2 **Q. PLEASE EXPLAIN ISSUE NO. 18.**

3 A. Issue 18 concerns jurisdictional allocation factors for billing purposes. Level 3's  
4 proposed language introduces several new jurisdictional allocation factors which  
5 Qwest opposes.

6 **Q. WHAT LANGUAGE IS QWEST PROPOSING FOR SECTION 7.3.9?**

7 A. Qwest is proposing the following language on pages 89-90:

8 7.3.9 To the extent a Party combines Exchange Service  
9 (EAS/Local), IntraLATA LEC Toll, and Jointly Provided  
10 Switched Access (InterLATA and IntraLATA calls  
11 exchanged with a third party IXC) traffic on a single LIS  
12 trunk group, the originating Party, at the terminating  
13 Party's request will declare quarterly PLU(s). Such PLUs  
14 will be verifiable with either call summary records utilizing  
15 Calling Party Number information for jurisdictionalization  
16 or call detail samples. The terminating Party should  
17 apportion per minute of use (MOU) charges appropriately.

18 **Q. UNDER THE QWEST PROPOSED LANGUAGE, HOW IS THE**  
19 **PERCENT LOCAL USAGE (PLU) FACTOR USED?**

20 A. Traffic that does not contain a calling party number cannot be jurisdictionalized  
21 based on a comparison of the calling and called parties' numbers. In these  
22 situations, the PLU is applied to the bucket of these "unidentified" calls to  
23 determine what percent should be billed at the local rate.

24 **Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING?**

25 A. Level 3 proposes the following:

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1 7.3.9 To the extent a Party combines Section 251(b)(5)  
2 Traffic and Jointly Provided Switched Access (InterLATA  
3 and IntraLATA calls exchanged with a third party IXC)  
4 traffic on a single trunk group, the originating Party, at the  
5 terminating Party's request will declare monthly PLU(s)  
6 PIU(s), and PIPU(s), collectively "Jurisdictional Factors."  
7 Such Jurisdictional Factors will be verifiable with either  
8 call summary records utilizing Call Record information for  
9 jurisdictionalization or call detail samples. The terminating  
10 Party should apportion per minute of use (MOU) charges  
11 appropriately.

12 7.3.9.1 The Jurisdictional Factors - PLU, PIU and  
13 PIPU - are defined as follows:

14 7.3.9.1.1 PIPU – Percent IP Usage:  
15 This factor represents the traffic that is IP Enabled as a  
16 percentage of ALL traffic. CLEC has introduced this factor  
17 to identify IP-Enabled Services traffic for billing purposes  
18 to Qwest on an interim basis until an industry standard is  
19 implemented. IP-Enabled traffic includes all IP-TDM and  
20 TDM to IP traffic that is exchanged directly between the  
21 parties.

22 7.3.9.1.2 PIU – Percent Interstate  
23 Usage: This factor represents the end-to-end circuit  
24 switched traffic (*i.e.* TDM-IP-TDM) that is interstate for  
25 services that are billed at tariffed rates on a per Minute Of  
26 Use (MOU) basis as a percentage of all end-to-end circuit  
27 switched traffic, *i.e.* all interstate traffic after IP-Enabled  
28 traffic has been excluded. This factor does not include IP-  
29 Enabled Services Traffic.

30 7.3.9.1.3 PLU – Percent 251(b)(5)  
31 Usage: This factor represents the end-to-end circuit  
32 switched 251(b)(5) traffic as a percentage of all end-to-end  
33 circuit switched intrastate traffic. This factor distinguishes  
34 traffic that is rated as "local" (*i.e.* "Section 251(b)(5)  
35 traffic") from Intrastate toll traffic. This factor does not  
36 include IP-Enabled Services traffic.

37 7.3.9.2 Unless otherwise agreed to by the parties:  
38 (1) factors will be calculated and exchanged on a monthly  
39 basis. Percentages will be calculated to two decimal places

1 (for example 22.34%); (2) each party will calculate factors  
2 for all traffic that they originate and exchanged directly  
3 with the other Party; and (3) the party responsible for  
4 collecting data will collect all traffic data, including but not  
5 limited to Call Detail Records (this includes CPN), from  
6 each trunk group in the state over which the parties  
7 exchange traffic during each study period. The parties will  
8 calculate the factors defined in Section 7.9.1, above, as  
9 follows:

10 7.3.9.2.1 PIPU: The PIPU is calculated  
11 by dividing the total IP-Enabled Services MOU by the total  
12 MOU. The PIPU is calculated on a statewide basis.

13 7.3.9.2.1.1 Upon ILEC request,  
14 CLEC will provide a PIPU factor for all minutes of usage  
15 exchanged directly between the Parties over the  
16 Interconnection Trunk Groups in each state. CLEC will  
17 provide separate PIPU factors for CLEC Terminating IP-  
18 enabled Traffic and CLEC Originating IP-enabled Traffic,  
19 which terms are defined in sections 7.8.4.3.1.1 and  
20 7.8.4.3.1.2, respectively, below. Accordingly, the PIPU  
21 factor is based upon CLEC's actual and verifiable Call  
22 Detail Records of IP-originated traffic

23 7.3.9.3 Exchange of Data:

24 7.3.9.3.1 The party responsible for  
25 billing will provide the PIPU, PLU and PIU factors to the  
26 non-collecting party on or before the 15th of each month,  
27 via email (or other method as mutually agreed between the  
28 parties), to designated points of contact within each  
29 company.

30 7.3.9.4 Maintenance of Records

31 7.3.9.4.1 Each company will maintain  
32 traffic data on a readily available basis for a minimum  
33 period of one year (or however long as required by state  
34 and federal regulations) after the end of the month for  
35 which such data was collected for audit purposes.

36 7.3.9.5 Audits

1                                   7.3.9.5.1       Each company will have the  
2 ability to audit the other company's traffic factors up to a  
3 maximum of twice per year. A party seeking audit must  
4 provide notice of their intent to audit and include specific  
5 dates, amounts and other detail necessary for the party  
6 receiving the request to process the audit. Notice must be  
7 provided in writing and postmarked as mailed to the  
8 audited party within one year after the end of each month(s)  
9 for which they seek audit.

10                                   7.3.9.5.2       The audited party must  
11 provide in a mutually agreeable electronic format traffic  
12 data for the months requested according to Section  
13 7.3.9.5.1 above.

14                                   7.3.9.6 True-Up

15                                   In addition to rights of audit, the Parties agree that where a  
16 factor is found to be in error by more than 2%, they will  
17 automatically true up the factors and pay or remit the  
18 resulting amounts to correct such errors.

19   **Q.       WHY IS QWEST OPPOSED TO LEVEL 3'S PROPOSED FACTORS?**

20   **A.**    The only reason for introducing these factors is to allow for billing when switched  
21 access traffic is commingled with all other traffic on a LIS trunk group. As was  
22 noted in the discussion of Issue No. 2, these factors would not be necessary if  
23 switched access traffic were carried over a FGD trunk group, as opposed to a LIS  
24 trunk group. There is simply no reason to go to a system of factors and the  
25 difficulties they present, when a workable solution to combining all traffic on a  
26 single trunk group already exists. In addition, the existing FGD solution is  
27 superior to Level 3's proposal in that it relies on actual traffic information to  
28 determine accurate jurisdiction of recorded calls, not estimates which may, or  
29 may not, be accurate and at the very least will require continual updating.

1 Further, as there is no industry standard method of determining IP-enabled  
2 services at this time, the PIPU factor proposed by Level 3 is unverifiable by  
3 Qwest, and includes traffic that does not conform to the definition of VoIP  
4 proposed by Qwest and discussed in Mr. Brotherson's testimony. Finally, as  
5 discussed previously, the system of factors proposed by Level 3 does not allow  
6 for the creation of jointly provided access records which are relied upon by  
7 CLECs and LECs who terminate jointly provided switched access traffic.

8 **IX. DISPUTED ISSUE NO. 21: ORDERING OF INTERCONNECTION**

9 **TRUNKS**

10 **Q. PLEASE EXPLAIN THE NATURE OF THE DISPUTE AROUND THIS**  
11 **ISSUE.**

12 A. Issue No. 21 concerns language that Level 3 is attempting to insert in section 7.4  
13 of the agreement which discusses the ordering of local interconnection service.

14 **Q. WHAT LANGUAGE IS LEVEL 3 PROPOSING?**

15 A. Level 3 is proposing to insert the following language into Section 7.4, page 91 of  
16 the ICA:

17 7.4.1.1 Nothing in this section 7.4 shall be construed to in  
18 any way affect the Parties' respective obligations to pay  
19 each other for any activities or functions under this  
20 Agreement. All references in this section 7.4 to 'ordering'  
21 shall be construed to refer only to the administrative  
22 processes needed to establish interconnection and trunking  
23 arrangements and shall have no effect on either Party's  
24 financial obligations to the other.

1 **Q. WHY IS QWEST OPPOSED TO THE INSERTION OF THIS**  
2 **LANGUAGE?**

3 A. In addition to the fact that Qwest disagrees with Level 3's contention that it has  
4 no financial obligation on Qwest's side of the POI, Level 3's language is  
5 misplaced. Section 7.4 of the agreement has to do with the ordering of local  
6 interconnection service and does not address allocation of responsibility for the  
7 cost of interconnection.

8 Level 3's proposed Section 7.4.1.1 only underscores why its position on  
9 allocation of the costs of interconnection is wrong. The fact that Level 3 requests  
10 (or orders) facilities on Qwest's side of the network demonstrates that the  
11 interconnection is done for Level 3's benefit. Level 3 makes requests for Qwest  
12 facilities on Qwest's side of the point of interconnection so that Level 3 can serve  
13 its own ISP customers.

14 Section 7.4.1.1 is simply unnecessary. The Commission will determine who pays  
15 the costs of interconnection in the Sections of the Agreement that are related to  
16 Issue No. 1. Accordingly, since nothing in Section 7.4 requires Level 3 to pay  
17 interconnection costs, Level 3's proposed Section 7.4.1.1 should be rejected.



1 Qwest, should bear that cost. Under the Act, Qwest is entitled to just and  
2 reasonable compensation for the costs it incurs.

3 **XI. SUMMARY/CONCLUSION**

4 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

5 A. Despite the long list of issues, subparts and dueling language discussed in this  
6 testimony, ultimately everything can be boiled down to just two issues: 1)  
7 compensation for interconnection services provided by Qwest and; 2) the types of  
8 traffic that may be combined on interconnection trunks.

9 The law is very clear when it comes to compensation for the interconnection  
10 services Qwest provides. Under the Telecommunications Act of 1996, Qwest has  
11 a duty to provide interconnection with its local exchange network “on rates, terms  
12 and conditions that are just, reasonable, and nondiscriminatory” and in accordance  
13 with the requirements of Section 252 of the Act.<sup>7</sup> Section 252 of the Act in turn  
14 provides that determinations by a state commission of the just and reasonable rate  
15 for the interconnection shall be “based on the cost...of providing the  
16 interconnection,” “nondiscriminatory” and “may include a reasonable profit.”<sup>8</sup>

17 Despite the law, and despite the fact that Level 3 is ordering interconnection  
18 services so that it can serve its customers, Level 3 boldly claims that it has no

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<sup>7</sup> 47 U.S.C. §251(c)(2)(D).

<sup>8</sup> 47 U.S.C. §252(d)(1)  
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1 obligation to compensate Qwest for these services. This assertion is unreasonable  
2 and should be soundly rejected by this Commission.

3 As to the types of traffic that can be carried on interconnection trunk groups,  
4 Qwest has attempted to be responsive to Level 3's desire to combine traffic on  
5 trunk groups. Qwest is willing to allow all traffic types, with the exception of  
6 switched access traffic, to be carried over LIS trunks. Because of billing issues,  
7 systems issues and Qwest obligation to provide jointly provided switched access  
8 records to other ILECs, CLECs and WSPs, Qwest requires that switched access  
9 traffic be carried over Feature Group trunks. This is entirely consistent with  
10 Section 251(g) of the Act, which requires that Qwest provide interconnection for  
11 the exchange of switched access traffic in the same manner that it provided for  
12 such traffic prior to the passage of the Act. Nonetheless, Qwest has attempted to  
13 accommodate Level 3's desire for network efficiencies by agreeing to let Level 3  
14 combine all of its traffic over Feature Group D trunks. This solution achieves the  
15 efficiencies sought by Level 3 while at the same time allowing Qwest to continue  
16 to use its existing billing systems and processes. For these reasons, Level 3's  
17 proposed combining of traffic on LIS trunks should be rejected.

18 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

19 **A.** Yes it does.

**CERTIFICATE OF SERVICE**

I do hereby certify that a true and correct copy of the foregoing **DIRECT TESTIMONY OF WILLIAM R. EASTON** was served on the 12<sup>th</sup> day of August, 2005 by first class mail, postage prepaid on the following individuals:

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