

Level 3
December 29, 2004

DOCKET NO. 29832

PETITION OF LEVEL 3	§	BEFORE THE
COMMUNICATIONS, LLC FOR	§	
COMPULSORY ARBITRATION WITH	§	PUBLIC UTILITY COMMISSION
SOUTHWESTERN BELL TELEPHONE,	§	
L.P. D/B/A SOUTHWESTERN BELL	§	OF TEXAS
TELEPHONE COMPANY (“SBC”)	§	
UNDER FTA RELATING TO RATES,	§	
TERMS, AND CONDITIONS OF	§	
INTERCONNECTION	§	

LEVEL 3 COMMUNICATIONS, LLC’S SUPPLEMENTAL RESPONSES TO
SBC TEXAS’ REQUESTS FOR INFORMATION 1.30, 1.31, 1.32, and 1.33

Level 3 Communications, LLC (“Level 3”), pursuant to P.U.C. PROC. R. 22.144(i), hereby supplements its Responses to SBC Texas’s (“SBC”) Request for Information Nos. 1.30, 1.31, 1.32, and 1.33.

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30. Assume for the purpose of this question that Level 3 has a single POI for the Dallas, Texas LATA with SBC Texas in Dallas and assume that Level 3's proposed interconnection language applied. Under those assumptions, what compensation, if any, either under the interconnection agreement or SBC Texas' access tariff, would SBC Texas receive for the following calls:

- a. For an SBC Texas customer located in Dallas who calls a Level 3 customer with an NPA NXX number homed to Dallas, what compensation would SBC Texas receive for originating and transporting the call to Level 3's POI?
- b. For an SBC Texas customer located in Dallas who calls a Level 3 customer with an NPA NXX number homed to San Antonio, what compensation would SBC Texas receive for originating and transporting the call to Level 3's POI?
- c. For an SBC Texas customer located in Dallas who calls a Level 3 customer with an NPA NXX number homed to New York City, what compensation would SBC Texas receive for originating and transporting the call to Level 3's POI?
- d. For an SBC Texas customer located in Dallas who receives a call from Level 3 customer with an NPA NXX number homed to Dallas, what compensation would SBC Texas receive for transporting the call from Level 3's POI and terminating the call?
- e. For an SBC Texas customer located in Dallas who receives a call from Level 3 customer with an NPA NXX number homed to San Antonio, what compensation would SBC Texas receive for transporting the call from Level 3's POI and terminating the call?
- f. For an SBC Texas customer located in Dallas who receives a call from Level 3 customer with an NPA NXX number homed to New York City, what compensation would SBC Texas receive for transporting the call from Level 3's POI and terminating the call?

Objection: Level 3 objects to this request on the basis that the question is vague and ambiguous as to the applicable time period of the Agreement, and whether the traffic is IP enabled traffic. Level 3's proposed agreement contains provisions that would establish a rate of compensation, subject to further clarification from the FCC. Subject to and without waiver of the General Objections listed above, Level 3 will provide a response.

Response: Subject to and without waiver of any objections, Level 3 states:

- (a) Level 3 cannot provide a response or speculate as to the compensation SBC Texas would receive without further information as to the nature of the call.
- (b) See response to RFI NO. 30(a).

- (c) See response to RFI NO. 30(a).
- (d) Assuming that this is an IP to PSTN call converted by Level 3, the compensation charge SBC Texas would receive would be the local reciprocal compensation rate for Dallas approved by the Commission without any access fee.
- (e) See response to RFI NO. 30(d).
- (f) See response to RFI NO. 30(d).

Responding Person: Timothy Gates

SUPPLEMENTAL RESPONSE:

For the purposes of all subquestions to DR 1-30, Level 3 assumes all traffic on its network is in an IP format and undergoes a protocol conversion when it is exchanged with SBC Texas.

- a. SBC Texas would receive compensation for originating and transporting the call to Level 3's POI from its end user customer who pays SBC Texas to provide local exchange service.
- b. Assuming Dallas and San Antonio are not in the same LATA SBC Texas would recover the costs of its originating and transporting the call from the appropriate interexchange carrier designated by SBC Texas' end user to carry IntraLATA toll traffic.
- c. Assuming that the SBC Texas customer makes a 1+ long distance call, SBC Texas would receive compensation for originating and transporting calls from the interexchange carrier designated by SBC Texas' end user to carry interexchange calls. In this instance, SBC Texas would not deliver the call to the Level 3 POI in Dallas.
- d. SBC Texas would receive the appropriate rate for local termination as established by the state commission or \$.0007, if SBC Texas has opted into the FCC's ISP Remand regime.
- e. Level 3 would deliver the call to the appropriate POI for the Dallas LATA and would compensate SBC Texas at the local termination rate or \$.0007 if SBC Texas opted into the FCC's ISP Remand regime.
- f. SBC Texas would be entitled to charge Level 3 the local termination rate, or \$.0007 if SBC Texas has opted into the FCC's ISP Remand regime, for transporting the call from Level 3's POI and terminating the call provided that

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Level 3 exchanges the call with SBC Texas at the appropriate POI in the Dallas LATA.

31. Using the same assumptions listed in RFI No. 30, under the six scenarios listed above, what compensation would Level 3 be entitled to receive from SBC Texas for transporting, terminating or originating the calls? Please provide a separate response for each scenario.

Objection: Level 3 objects to this request on the basis that the question is vague and ambiguous as to the applicable time period of the Agreement, and whether the traffic is IP enabled traffic. Level 3's proposed agreement contains provisions that would establish a rate of compensation, subject to further clarification from the FCC. Subject to and without waiver of the General Objections listed above, Level 3 will provide a response.

Response: Subject to and without waiver of any objections, Level 3 states:

- (a) Level 3 cannot provide a response or speculate as to the compensation SBC Texas would receive without further information as to the nature of the call.
- (b) See response to RFI NO. 31(a).
- (c) See response to RFI NO. 31(a).
- (d) Assuming that this is an IP to PSTN call converted by Level 3, Level 3 would not be entitled to receive any compensation.
- (e) See response to RFI NO. 31(d).
- (f) See response to RFI NO. 31(d).

Responding Person: Timothy Gates

SUPPLEMENTAL RESPONSE:

For the purposes of all subquestions to DR 1-31, Level 3 assumes all traffic on its network is in an IP format and undergoes a protocol conversion when it is exchanged with SBC Texas.

- a. Level 3 would charge SBC Texas the appropriate rate for the termination of local calls, or \$.0007 if SBC Texas has opted into the FCC's ISP Remand regime.
- b. Level 3 will bill the carrier bringing the traffic to Level 3 either \$.0007 if the traffic is delivered to the POI or \$.00035 if the traffic is delivered over a meet point trunk.

- c. Assuming that the SBC Texas customer makes a 1+ long distance call, Level 3 will not receive any compensation from SBC Texas.
- d. Level 3 will receive no compensation from SBC Texas to bring the call to the POI.
- e. Level 3 is responsible for bringing the call to the POI and does not receive compensation from SBC Texas for carrying the call to the POI. The costs of originating and transporting the call are borne by Level 3's customers.
- f. Level 3 is responsible for bringing the call to the POI and does not receive compensation from SBC Texas for carrying the call to the POI. The costs of originating and transporting the call are borne by Level 3's customers.

32. Using the same assumptions listed in RFI No. 30, under the six scenarios listed above, what compensation would SBC Texas be entitled to receive from Level 3 for transporting, terminating or originating the calls if, instead of the SBC Texas customer being located in Dallas, the SBC Texas customer is located in Paris, Texas? Please provide a separate response for each scenario.

Objection: In addition to the General Objections, Level 3 further objects to hypotheticals (a) - (d) on the grounds that each of them is vague and ambiguous. These ambiguities make it extremely difficult and speculative for Level 3 to apply its proposed interconnection language to the circumstances described. In each of the examples presented, it is impossible to determine which phone numbers are homed at which location.

Response: Level 3 is preparing its responses and will provide them as soon as possible.

Responding Person: Counsel

SUPPLEMENTAL RESPONSE:

For the purposes of all subquestions to DR 1-32, Level 3 assumes all traffic on its network is in an IP format and undergoes a protocol conversion when it is exchanged with SBC Texas.

- a. Under the assumption that this is an IntraLATA call, SBC Texas would receive compensation from the appropriate interexchange carrier designated by SBC Texas' end user to carry IntraLATA toll traffic.
- b. Assuming that the SBC Texas customer makes a 1+ long distance call, SBC Texas would receive compensation for originating and transporting calls from the interexchange carrier designated by SBC Texas' end user to carry interexchange calls.
- c. Assuming that the SBC Texas customer makes a 1+ long distance call, SBC Texas would receive compensation for originating and transporting calls from the interexchange carrier designated by SBC Texas' end user to carry interexchange calls. In this instance, SBC Texas would not deliver the call to the Level 3 POI in Dallas.
- d. SBC Texas would receive from Level 3 the appropriate rate for local termination as established by the state commission or \$.0007 if SBC Texas has opted into the FCC's ISP Remand regime.
- e. Level 3 will deliver the call to the appropriate POI for San Antonio and will compensate SBC Texas at the local termination rate or \$.0007 if SBC Texas opted into the FCC's ISP Remand regime.

- f. SBC Texas would be entitled to charge Level 3 the local termination rate, or \$.0007 if SBC Texas has opted into the FCC's ISP Remand regime, for transporting the call from Level 3's POI and terminating the call provided that Level 3 exchanges the call with SBC Texas at the appropriate POI in the LATA.

Responding Person: Counsel

33. Using the same assumptions listed in RFI No. 30, under the six scenarios listed above, what compensation would Level 3 be entitled to receive from SBC Texas for transporting, terminating or originating the calls if, instead of the SBC Texas customer being located in Dallas, the customer is located in Paris, Texas? Please provide a separate response for each scenario.

Objection: See Objections to RFI 32.

SUPPLEMENTAL RESPONSE:

For the purposes of all subquestions to DR 1-33, Level 3 assumes all traffic on its network is in an IP format and undergoes a protocol conversion when it is exchanged with SBC Texas..

- a. Level 3 would charge SBC Texas the appropriate rate for the termination of local calls or \$.0007 if SBC Texas has opted into the FCC's ISP Remand regime.
- b. Level 3 would bill the carrier bringing the traffic to Level 3 either \$.0007 if the traffic is delivered to the POI or \$.00035 if the traffic is delivered over a meet point trunk.
- c. Assuming that the SBC Texas customer makes a 1+ long distance call, Level 3 would not receive any compensation from SBC Texas.
- d. Level 3 would receive no compensation from SBC Texas.
- e. Assuming the SBC Texas customer makes a 1+ long distance call, Level 3 would receive no compensation from SBC Texas.
- f. Level 3 is responsible for bringing the call to the POI and does not receive compensation from SBC Texas for carrying the call to the POI. The costs of originating and transporting the call are borne by Level 3's customers.

Dated this 29th day of December, 2004.

Respectfully submitted,

PEÑA & ASSOCIATES, LLC

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was served by facsimile, regular U.S. Mail, postage pre-paid, or electronic mail, on December 29, 2004, to the following:

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