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July 6, 2007

VIA EMAIL and UPS

Qwest Corporation  
Director Interconnection Agreements  
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Denver, CO 80202  
Email: intagree@qwest.com

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Qwest Corporation  
Director Interconnection Agreements  
Corporate Counsel  
Qwest Communications, Inc.  
421 SW Oak Street  
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Portland, OR 97204  
Alex.Duarte@qwest.com

**Re: Universal Telecommunications, Inc.'s 10 Day Notice of Intent to File Complaint to Enforce Interconnection Agreement**

Dear Qwest:

I am writing to provide you ten (10) days Notice of Intent to File a Complaint to Enforce the Interconnection Agreement (“ICA”)<sup>1</sup> between my client, Universal Telecommunications, Inc. (“Universal”), and Qwest Corporation (“Qwest”). This notice is sent to you pursuant to OAR 860-016-0050(3).

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<sup>1</sup> Agreement Number CDS-050713-0002, approved by the Oregon Public Utility Commission (“OPUC”) in Order No. 06-484, Docket No. ARB 671, entered August 22, 2006.



The dispute arises out of Qwest's attempt to assess and collect charges for Direct Trunk Transport facilities ("DTT") that are not calculated in conformance with the rates, terms and conditions of the ICA. Qwest's threats to both place a hold on ASR and/or LSR service order activity and to disconnect service for non-payment of disputed amounts also constitute an anticipatory breach of the ICA.

Universal formally disputed Qwest's calculation of the Relative Use Factor ("RUF") applicable to DTT charges under the ICA by letter dated December 14, 2006. Qwest formally acknowledged receipt of the dispute by email dated December 18, 2006, assigning the dispute a Qwest ID number of 42890. Since that time, Universal and Qwest have exchanged correspondence and met via conference call in an attempt to resolve the dispute. Those efforts appear to have failed. On July 3, 2007, Qwest sent a letter to Universal demanding full payment of the disputed amounts no later than July 19, 2007 and threatening disconnection of services effective July 23, 2007. Qwest's July 3, 2007 letter also indicates that it has "initiated a hold on all ASR and/or LSR service order activity, submitted by [Universal], effective July 5, 2007."

Qwest's calculation of the RUF applicable to charges for DTT facilities violates Section 7.3.1.1.3.1 of the ICA. Section 7.3.1.1.3.1 assumes an initial RUF of 50% if the parties have not exchanged LIS traffic previously. The RUF is then subject to change "based upon actual minutes of use data for non-ISP-bound traffic." Qwest has inappropriately included traffic other than solely "non-ISP-bound" traffic in its RUF calculation to arrive at a 99% RUF. Universal contends that minutes of use data for "non-ISP-bound traffic" substantiates an RUF much closer to 41%.

Qwest's proposed DTT charges also include significant amounts of unused capacity on the DTT facilities. The RUF must be calculated to reflect the actual percentage of the DTT facilities that are being utilized. Universal has placed orders with Qwest to discontinue service on DTT facilities that are not utilized. Universal must be permitted to continue to place such additional orders. Qwest's unilateral decision to place a hold on ASR and/or LSR ordering activity will thwart Universal's ability to place these critical orders.

In addition, Qwest has calculated reciprocal compensation amounts between the parties incorrectly. Qwest is attempting to assess Universal a higher per minute of use rate for terminating Universal originated traffic than the rate that is allowed pursuant to the contract. See ICA Section 7.3.4.1.1 and Exhibit A, page 2 of 17. This violates the ICA.

Qwest's threatened disconnection of service and placement of a hold on ordering activity for Universal's non-payment of disputed amounts is a violation of the dispute resolution provisions set forth in Section 5.18 of the ICA. No other provisions in the ICA permit Qwest to avail itself of these "self-help" remedies.

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In light of the inability of Qwest and Universal to resolve this dispute through negotiations, and given Qwest's use of self-help remedies not permitted under the ICA, Universal is compelled to exercise its rights to seek regulatory intervention of the OPUC as provided by state law. Universal intends to file a complaint and to seek temporary and/or injunctive relief to prevent Qwest from unilaterally rejecting service orders and/or disconnecting service.

Please contact me if you have any questions.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink, appearing to read 'Mark P. Trinchero', with a long horizontal flourish extending to the right.

Mark P. Trinchero  
Of Attorneys for Universal Telecommunications, Inc.

cc: OPUC