

Qwest

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Alex M. Duarte
Corporate Counsel



July 30, 2008

Ms. Julie Orchard, Secretary
Public Service Commission of Utah
400 Heber M. Wells Office Building
160 East 300 South
Salt Lake City, Utah 84111

RE: Settlement Agreement between Qwest Corporation and 360networks (USA), Inc.

Dear Ms. Orchard:

On July 9th, 2008, Qwest Corporation ("Qwest") filed with the Commission a Transit Rate Calculation Amendment to the Interconnection Agreement between Qwest Corporation and 360networks (USA), Inc. ("360") for review and approval under Section 252(a) and 252(e) of the Telecommunications Act.

I have enclosed another agreement between Qwest and 360, the "Settlement Agreement," that the parties negotiated contemporaneously with the filed amendment to the interconnection agreement. Qwest has enclosed the simultaneously-executed Settlement Agreement with 360 for informational purposes and to provide the full context of the negotiations that also lead to the amendment to the parties' interconnection agreement. But, the Settlement Agreement is not an "interconnection agreement" that needs to be filed under Section 252.

Please note that the enclosed agreement refers in paragraph 3 to the parties' execution of the interconnection amendment in a separate document for the purposes of filing with the applicable state commissions pursuant to Section 252(e). As referenced in the first paragraph of this letter, the agreement with 360 containing the on-going obligations and creating a filing requirement under Section 252(a) and 252(e) have in fact been placed into a separate document and filed with the Commission under Section 252(e) as an Amendment to the Interconnection Agreement; and it is Qwest's understanding that simply a reference in the enclosed agreement to the interconnection agreement amendment does not itself raise any filing requirements under Section 252(a) and 252(e).

Qwest will continue to cooperate fully with the Commission in this matter. Please contact me if you have any questions, including any concern that this settlement contract might somehow fall within the definition of an "interconnection agreement" under Section 252(e).

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Because the Settlement Agreement contains information that the parties consider proprietary in nature, such as settlement amounts, the enclosed agreement is a redacted version.

Please feel free to call me if you have any questions or concerns about the enclosed agreement. Thank you for your attention to this matter.

Very truly yours,

Alex M. Duarte

Enclosure