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Inc. and UBET Telecom, Inc.

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition of WWC Holding Co., Inc. for Arbitration of an Interconnection Agreement

Docket No. 03-2403-02

RESPONSE OF CERTAIN UTAH ILECS TO PETITION FOR ARBITRATION

Carbon/Emery Telcom, Inc., Emery Telephone and Hanksville Telcom, Inc. (collectively “Emery”), Gunnison Telephone Company (“Gunnison”), Manti Telephone Company (“Manti”), South Central Utah Telecommunications Association, Inc. (“South Central”), Uintah Basin Telecommunications Association, Inc. and UBET Telecom, Inc. (collectively “UBTA”), certificated Utah rural incumbent local exchange carriers (hereinafter collectively the “ILECs” or “Utah ILECs”) hereby submit this response to the Public Service Commission of Utah (the “Commission”), to the Petition for Arbitration (the “Petition”) filed by WWC Holding Co., Inc. (“Western Wireless”) to arbitrate certain terms and conditions of a proposed interconnection agreement (the “Interconnection Agreement”) between these ILECs and Western Wireless pursuant to the provisions of Sections 251 and 252(b) of the Communications Act of 1934, as

amended by the Telecommunications Act of 1996 (the “Act”). The Utah ILECs request that the Commission arbitrate the remaining unresolved issues in the negotiations between these parties as set forth herein and in the Petition.

PARTIES

1. The respondents are rural incumbent local exchange carriers (“ILECs”) operating in Utah pursuant to certificates of public convenience and necessity issued by the Commission. These companies are all duly organized entities authorized to conduct telecommunications business in this State.

2. The respondents are rural telephone companies as set forth in 47 U.S.C. § 153(37) and fall under the exemption established under 47 U.S.C. § 251(f) and Utah Code. Ann. § 54-8b-2.1 (2002). Here, there has been no bona fide request made under Section 251(c) nor notice to this Commission triggering the provisions in Section 251(f) to terminate the exemption. It is the ILECs understanding that the request for negotiations is intended to only address the interconnection obligations under Section 251(a) and (b) of the Act.

3. The names, addresses and contact number of the authorized representatives of these Utah rural ILECs are on file with the Commission. Moreover, such companies can be contacted through their counsel, Blackburn & Stoll, L.C., 77 West 200 South, Suite 400, Salt Lake City, UT 84101-1609, telephone number (801) 521-7900.

4. Western Wireless is a corporation authorized to do business in the State of Utah and is an authorized provider of two-way commercial mobile radio service (“CMRS”).

5. The names, addresses and contact numbers for Western Wireless’ representative during the negotiation with the Utah ILECS is Nathan Glazier, Manager of Regulatory Affairs, Western Wireless Corporation, 3650 131st Avenue SE, Suite #400, Bellevue, WA 98006, telephone number (425) 586-8432.

JURISDICTION

6. The Commission has jurisdiction over the Petition pursuant to the provisions of the Act. Western Wireless requested interconnection with the Utah ILECs on November 28, 2001. The parties thereafter attempted to negotiate an Interconnection Agreement. The parties have stipulated to extend the negotiation window numerous times in an effort to arrive at an agreement. The latest stipulation between the parties extended the arbitration window until

April 25, 2003. This response to the Petition is timely filed pursuant to 47 U.S.C. §252(b)(3).

NEGOTIATIONS

7. The Parties have worked in good faith to resolve issues raised during the negotiations. The Parties have exchanged several drafts of a proposed Interconnection Agreement and have resolved some provisions of the draft agreement. Nevertheless, the Parties have been unable to come to an agreement regarding several basic provisions of the Interconnection Agreement.

8. A draft of the interconnection agreement (the "Draft Agreement") reflecting the parties negotiations to date is attached hereto as Exhibit "A". The Draft Agreement still needs to be further reviewed by all parties to determine if additional revisions to contract language, including issues which may not be disputed, are possible. The ILECs will continue to attempt to work with Western Wireless before arbitration occurs to attempt to narrow issues and undertake further revisions to the Draft Agreement. However, since major disagreements exist about fundamental issues, this additional drafting has not yet occurred. In the Exhibit Draft Agreement, some of the unresolved issues are identified by a "matrix box" which was created by Western Wireless. The issues which remain to be resolved, as advanced by the Utah ILECs, are set forth in this Response and/or noted in the Draft Agreement. The ILECs are willing to expand, update and complete this matrix format, if the Commission determines that such will materially assist the Commission.

9. The Utah ILECs will continue to attempt to negotiate in good faith with Western Wireless to resolve the disputed issues and will advise the Commission if arbitration is no longer necessary.

10. The ILECs request that the Commission approve an Interconnection Agreement with Western Wireless which embodies both the agreed upon concepts of the Draft Agreement and the recommendations made by the ILECs in this arbitration proceeding.

11. Western Wireless filed a joint petition for arbitration naming all of these Utah ILECs. While negotiations have been conducted on behalf of the Utah ILECs collectively by counsel, there are issues unique to each ILEC. Any arbitration proceeding will be fact specific as to each ILEC. For example, the costs for transport and termination of Western Wireless calls will vary among the ILECs. Western Wireless also made different representations to various

ILECs regarding compensation for past traffic and other issues. Manti, when it acquired the Ephraim exchange, was promised by Western Wireless, in consideration for Manti continuing to terminate traffic, that Western Wireless would compensate it from the date on which the Ephraim exchange was acquired. UBET Telecom also has been terminating Western Wireless traffic in its exchanges acquired from Qwest pursuant to an agreement between Qwest and Western Wireless which UBET Telecom assumed and for which it is owed substantial compensation. Moreover, South Central, unlike the other ILECs herein, has been paid for termination of traffic at its tariffed rates by Western Wireless for several years. Western Wireless now seeks to terminate this arrangement. Each of these matters will be explored during the arbitration proceeding. Because issues are unique to each ILEC, some of these ILECs may hereafter file a motion to bifurcate the arbitration proceedings to have a stand-alone arbitration between the ILEC and Western Wireless.

STATEMENT OF RESOLVED ISSUES

12. The parties have resolved some issues and negotiated contract language to govern the parties relationship with respect to many of the provisions set forth in the Draft Agreement attached hereto as Exhibit A. The ILECs have attempted to set forth herein, those issues which they believe are unresolved and to which they look to the Commission for assistance through arbitration. **STATEMENT OF UNRESOLVED ISSUES**

Issue 1: *What should be the effective date of the Interconnection Agreement?*

(See Western Wireless Issue #1)

13. Western Wireless proposes that the Agreement should be effective upon Commission approval. The ILECs believes that the Interconnection Agreement should have an effective date of April 6, 2001 for those ILECs that purchased Qwest exchanges, this being the date Emery, Manti, and UBTA began terminating Western Wireless traffic that had previously been terminated by Qwest. In some cases, termination of traffic continued under Qwest contracts assumed by the ILECs. In other cases, termination continued under an express or implied promise that Western Wireless would compensate the ILEC. For example, UBTA assumed a contract Western Wireless had with Qwest when it purchased exchanges from Qwest in April 2001. Western Wireless was paying Qwest 2.8 cents a minute on average to terminate traffic under this contract. UBTA takes the position that 2.8 cents should be the minimum that Western

Wireless should have to pay for back compensation for calls terminated since April 2001. Western Wireless should be required to pay the ILECs what Western Wireless had agreed to pay Qwest for traffic terminated in the exchanges purchased by the ILECs from Qwest from and after the date on which the ILECs acquired the Qwest exchanges. The amount due UBTA, for example, is \$209,000 for traffic terminated prior to January 1, 2003. Amounts due the other ILECs, both accrued and accruing, will be determined in the arbitration process.

14. In those exchanges not purchased from Qwest, the effective date of the Interconnection Agreement should be, at the latest, the date that Western Wireless requested arbitration. In fairness, compensation should run from the date of inception of terminating services provided by each ILEC to Western Wireless. Otherwise, Western Wireless receives the benefit of “free service.” Western Wireless has been terminating traffic in the ILECs’ exchanges for some period of time without any compensation being paid to the ILECs. The overwhelming benefits from the exchange and termination of traffic have flowed one way to Western Wireless. It would be inequitable to impose bill and keep for this traffic. The ILECs have previously notified Western Wireless that they believed that they were entitled to be compensated for this back traffic. At a minimum then, the Interconnection Agreement should have an effective date no later than the first date Western Wireless requested interconnection for traffic terminated in the non-Qwest exchanges. Western Wireless agreed during the course of negotiations to the principle of an earlier effective date of the Interconnection Agreement than the date of execution and to pay back compensation for traffic terminated, but indicated that it would renege on this point in arbitration. To require Western Wireless to pay for the termination of its traffic, which the parties had clearly understood during the course of negotiations, would be subject to compensation, is not retroactive rate-making.

Issue 2: *What should be the term of the Interconnection Agreement?*

15. The ILECS believe that the term of the Interconnection Agreement should be a one year renewable term, but that the Interconnection Agreement can be thereafter terminated on thirty days written notice to the other party. Western Wireless asserts that an Interconnection Agreement must continue in place unless another agreement is negotiated.

Issue 3: *What should be the termination provisions of the Agreement and the obligation, if any, or procedure to renegotiate?* (See Western Wireless Issue #9)

16. The ILECs position is that there is no obligation to maintain or continue in effect this Interconnection Agreement pending completed renegotiations. Western Wireless takes the position that the Interconnection Agreement must continue in place until and unless there is a different agreement negotiated. If this were a requirement, WWC would have all the leverage to never negotiate anything with less favorable terms than at present. It is the ILECs' position that they should be able to terminate the Interconnection Agreement and should not be held hostage to the negotiating process. Should circumstances change, the ILECs believe that they are not bound by the terms and conditions of the present Interconnection Agreement and should be able to renegotiate different terms. Moreover, in the event the FCC determines in the *In the Matter of Developing A Unified Carrier Compensation Regime, Petition for Declaratory Ruling of T-Mobile USA, Inc., et al.* CC Docket No. 01-92 that State Commissions are not pre-empted from establishing a state wireless terminating tariff, the Utah ILECs may seek to terminate any interconnection agreements and put in place a wireless tariff.

Issue 4: *Can the ILECs collect access charges for land-to-mobile calls that originate and terminate in the same Metropolitan Trade Area ("MTA")?* (See Western Wireless Issue # 2)

17. The ILECs should be required to pay reciprocal compensation only when land-to-mobile traffic originates and terminates within their respective local calling area. If the land-to-mobile traffic originates or terminates outside their local calling area, then such calls should be subject to switched access rates. Western Wireless wants the ILECs to provide preferential treatment to CMRS providers for landline calls made to a wireless number. It asserts that the ILECs have a duty to deliver such calls to Western Wireless as local calls and that such cannot be routed through an IXC carrier.

18. Western Wireless' position is inconsistent with FCC Rules, policies and orders. Testimony and argument at arbitration will establish that ILECs properly route landline-to-mobile tolls calls to IXCs. Moreover, the FCC rules and policies regarding reciprocal compensation with CMRS providers allow that traffic carried by an IXC continued to

be treated as access traffic. Congress and the FCC preserved the access charge regime and concluded that traffic between a LEC and a CMRS provider that originates and terminates within the same MTA is subject to reciprocal compensation, unless carried by an IXC. Local Competition Order, CC Docket 96-98, First Report and Order, ¶ 1034. Thus, calls between the ILECs and Western Wireless that originate and terminate within the same MTA are not subject to reciprocal compensation if the calls are carried by an IXC. Testimony and argument at arbitration will establish that the FCC intended that calls to CMRS providers that are provided by IXCs and for which access charges applied prior to the Act, would continue to be treated the same.

19. The local service area of these ILECs is smaller than the local service area for Western Wireless which is defined by MTA boundaries. The FCC has not expanded the local calling scope of an ILEC. Landline originated calls to an NXX outside the ILECs' defined local calling area are interexchange toll calls (1+ dialed calls) and must be routed to the presubscribed IXC of the calling end user customer. Under federal and state mandated dialing parity and equal access, the ILECS are required to route and rate calls and provide originating access to IXCs for interexchange calls. Traffic carried by IXCs is subject to access charges and not reciprocal compensation. Access charges and reciprocal compensation do not apply to the same traffic. If a toll call is carried by an IXC, the ILEC does not have any obligation to pay reciprocal compensation to the wireless carrier.

20. The FCC has recognized that some landline customers must make toll calls to reach wireless customers even though the call is within the MTA. The FCC has found that it is appropriate for a LEC to continue to charge toll to its customer or it can offer the CMRS a wide area (or reverse billing) calling plan. If the CRMS carrier adopts the wide area calling plan of the LEC, it must pay the LEC the toll charges on those LEC originated calls. *In the matter of TSR Wireless v. U.S. West Communications*, 15 FCC rcd 11166, Release No. FCC 00-194, released June 21, 2002.

Issue 5: *What is the definition of "Local traffic"?* (See Western Wireless Issue #2)

21. As discussed above, the definition of "Local Traffic" in the Interconnection Agreement needs to be clarified to exclude traffic routed to an interexchange carrier. Western Wireless takes the position that all traffic originating and terminating within the same MTA is local.

Issue 6: *If a direct connection between Western Wireless and the ILEC is established, should the ILEC deliver all land-to-mobile intraMTA traffic to Western Wireless over those direct facilities?* (See Western Wireless Issue #3)

22. This issue is related to Issue 4. Western Wireless takes the position that the Commission should order all intraMTA traffic to be delivered directly to its network without the payment of access charges. However, the ILECs are not required to deliver traffic currently carried by IXCs directly to Western Wireless. Western Wireless cannot mandate how the providing telecommunications carrier must route its originated traffic. The ILEC should only be required to deliver, in the manner of its choosing, to the direct connection calls from within the local calling area of the rating point for Western Wireless' NXX code. The ILEC should be compensated for terminating this traffic. If the Western Wireless NXX code is located in an exchange that is outside the local exchange calling area of the ILEC exchange, calls to that NXX code should be treated as an interexchange call.

Issue 7: *What is the inter-MTA factor which should be applied in this Agreement?*

23. The ILECs believe that inter-MTA traffic exchanged is significant. Western Wireless claims that non-local traffic or inter-MTA traffic is *de minimis* and proposes that there be no factor or, in other words, that 0 percent of the traffic be considered inter-MTA. This is unreasonable. Some of the ILECs border another MTA and the inter-MTA traffic exchanged is a significant percentage of total traffic. For example, UBTA and Emery border the Denver MTA and exchange traffic coming from the area of this bordering MTA area. Inter-MTA traffic for these ILECs is estimated to be approximately five percent of the total traffic. The other ILECs exchange less inter-MTA traffic but estimate that approximately three percent of their total traffic is inter-MTA. In no event, however, is the traffic *de minimis* as Western Wireless suggests. Thus, an inter-MTA traffic factor of three or five percent, depending on the location of the ILEC, should be adopted. The ILECs have also suggested language that allows for the InterMTA factor to be adjusted based on traffic studies.

24. During negotiations, there did not appear to be a dispute as to the rate applied for the transport and termination of this traffic. At that time, Western Wireless was willing to pay the company's applicable interstate access charge for such traffic. The ILECs believe it is appropriate to apply this tariff rate.

Issue 8: *What is the appropriate reciprocal compensation factor which should be applied in the Interconnection Agreement?* (See Western Wireless Issue #4)

25. The ILECs believe that traffic is not evenly balanced and that the reciprocal compensation factor may be established at 80/20 - 80 percent of the total traffic being mobile to landline and 20 percent of total traffic being landline to mobile. In negotiations, Western Wireless proposed a 70/30 ratio. The ILECs are still analyzing traffic patterns with respect to establishing a reciprocal compensation factor but believe, that at a minimum, it is at least an 80/20 ratio. The Interconnection Agreement should also reflect that the reciprocal compensation factor may be adjusted based on traffic studies.

Issue 9: *What transport and termination rate should be adopted for the transport and termination of intra-MTA traffic?* (See Western Wireless Issue #4)

26. The parties during negotiations attempted to arrive at a voluntary compensation arrangement allowed under 47 U.S.C. § 252(a) but were unsuccessful. In arriving at compensation arrangements through arbitration, the ILECs believe that the Commission should utilize intrastate access tariff rates for transport and termination of Western Wireless traffic as a proxy for cost studies. Section 252(d)(2)(A) requires that costs be based on a “reasonable approximation” of costs. The ILECs believe that tariffed rates for transport and termination constitute a reasonable approximation of costs.

27. In the alternative, if the Commission determines that such tariffed rates are not appropriate, then the ILECs will prepare cost studies to establish a rate for transport and termination. Once such studies are completed, the ILECs will provide them to Western Wireless and the Commission for use in this arbitration.

28. Western Wireless asserts that a bill and keep compensation mechanism should be the standard for the transport and termination of intra-MTA traffic. Bill and keep is a mechanism that is only available to the Commission if it “determines that the amount of telecommunications traffic from one network to the other is roughly balanced with the amount of telecommunications traffic flowing in the opposite direction, and is expected to remain so.” 47 CFR § 51.713(b). Here, the traffic is clearly not roughly balanced and is overwhelming mobile to landline. Accordingly, bill

and keep would be inappropriate and grossly unfair to the Utah ILECs.

Issue 10: *Should the Agreement recognize the difference between types of interconnection?*

(See Western Wireless Issue #5)

29. The draft of the Agreement doesn't distinguish between Type 2A interconnection (tandem interconnection) versus Type 2B interconnection (end office). Western Wireless states that it is unclear whether the ILECs' network topography includes tandem switching and transport for termination of CMRS traffic. It claims that if it does, it is entitled to be compensated at the tandem interconnection rate. However, none of these Utah ILECs own and operate a tandem switch. Qwest operates the only tandem access switches in Utah. Therefore, Type 2A tandem interconnection is not available from the ILECs. Type 2B end office interconnection is the only option for direct interconnection.

Issue 11: *Is a direct interconnection required to have numbers rated as local to an ILEC end office?* (See Western Wireless Issue #7)

30. Western Wireless wants to obtain numbers which would be rated as local to an ILEC end office without establishing a direct connection. In other words, it asserts that originating traffic destined to its NXX rated out of the ILECs rate centers should be dialed as a local call and delivered to it through an indirect connection when no direct connection exists. This practice, known as "virtual NXXs" is inappropriate and should not be required here. The principal, if not the only, purpose of a VNXX arrangement is to bypass ILEC access charges and transport rates. Under Section 251(a), the ILECs have the discretion to determine whether direct or indirect interconnection is appropriate, based on their own determination of the most technical and economic choices. If a call is to be rated and treated as a local call, it should be delivered to the CMRS provider as a local call within the exchange area of the rating wire center. If the ILEC has to transport the call to another location for interconnection with the CMRS network at that point, it is not a local call. If the CMRS provider is not connecting with the ILEC within the area of its exchange where the call is rated, the connection is not a local connection. Rating and billing are based on local rate center configurations. NXXs are intended to have a single rating point and a single routing point. The South Carolina Commission has held that as

typical “virtual NXX” traffic terminates outside the local service area, an ILEC is not required to deliver that “virtual NXX” traffic at no charge. *In re: Petition of Adelphia Business Solutions of South Carolina, Inc. For Arbitration of an Interconnection Agreement with BellSouth Telecommunications, Inc.*, 2001 S.C. PUC LEXIS 8, Docket No. 2000-516-C; Order No. 2001-045, January 16, 2001.

31. The ILECs should not be required to reprogram their switch to recognize the calls as local, bear the cost of transporting the call outside their local service area to the Qwest tandem and thereby also lose toll charges. Western Wireless can advance no legitimate reason for the establishment of a virtual NXX. It is simply a scheme to avoid paying legitimate toll charges and is contrary to the public interest. Moreover, it is an attempt to shift the cost of transport from Western Wireless to the ILECs. The ILECs do not have any obligation to bear the cost of transporting a call outside their local service area. Western Wireless must pay compensation when it uses the facilities of another carrier to complete calls. The ILECs have no obligation to provide free network transport. Moreover, it is a clear violation of Local Exchange Routing Guide guidelines to assign a NXX in a location where a CMRS carrier does not exhibit any intention of locating facilities. Use of Virtual NXXs perverts the numbering system by assigning an NXX to a rate center for customers that are not located in that rate center.

Issue 12: *Should Western Wireless be entitled to EAS? (See Western Wireless Issue #12)*

32. In connection with its argument on virtual NXX, Western Wireless raised in negotiations that it believes it is entitled to obtain extended area service (“EAS”) or wide area calling service from the ILECs, apparently without paying for such service. The ILECs are willing to provide such services if Western Wireless pays for them. Western Wireless apparently believes, however, that it should be entitled to the same dialing treatment as the ILECs’ customers but should pay nothing for it. EAS applies only to landline to landline calls. If Western Wireless contends that EAS applies to mobile to landline calls, it should bear the costs of EAS for such calls. Moreover, EAS and wide area calling are not necessary for interconnection and should not be arbitrated in this proceeding.

Issue 13: *What rates should be established for trunks and other interconnection facilities ordered by Western Wireless and should the cost of these facilities be shared? (See Western Wireless Issue #6)*

33. The ILECs believe that its intrastate tariffs, or rates of Qwest in effect at the time of purchase of the exchanges which are now also tariffed rates of the ILECs, should govern the pricing of interconnection facilities such as trunks, until such time as the Commission changes rates. Western Wireless disputes this but has not identified to date what it believes it should pay for interconnection facilities, stating only that prices should be “at the lowest rates that are economically reasonable.” It is the ILECs’ position that interconnection facilities are priced pursuant to tariff rates and are just and economically reasonable. Moreover, Western Wireless should pay a nonrecurring charge for new services ordered.

34. Western Wireless proposed in negotiations that the cost of such two-way trunks be split using the same factor as that established for reciprocal compensation. Western Wireless in the Draft Agreement proposed that it bear the cost of trunks used for mobile to land traffic and that the ILECs bear the cost of trunks used for land-to-mobile traffic. The ILECs, however, believe that such facilities are established at Western Wireless’ request and to serve Western Wireless’ customers and that Western Wireless should bear the costs of such trunks.

Issue 14: *Can the ILECs charge Western Wireless for billing costs they incur?*

35. The ILECs believe that they should be allowed to bill and collect from Western Wireless for any costs incurred by the ILECS in tracking and billing reciprocal compensation. The ILECs will likely incur billing costs from Qwest in measuring any Western Wireless traffic terminated through the Qwest tandem. Qwest charges a per-message fee to the ILECs to provide detailed wireless transit records. This additional cost associated with the exchange of traffic indirectly should be paid by Western Wireless. It is anticipated that Western Wireless will assert that the ILECs should absorb their own billing costs.

Issue 15: *Are the other terms and conditions of an interconnection agreement proposed by the ILECs fair and reasonable?* (See Western Wireless Issue #10)

Attached as an Exhibit is the Draft Interconnection Agreement containing negotiated language and disputed provisions. The ILECs request that the Commission adopt the language they have proposed.

REQUEST FOR RELIEF

The Utah ILECs respectfully request that the Commission take the following action:

1. Hold a scheduling conference to determine dates for additional discovery and data requests, dates for filing direct, rebuttal and sur-rebuttal testimony and the arbitration hearing.
2. Allow the parties to file a pre-hearing brief on the issues to be arbitrated.
3. Arbitrate the unresolved issues between Western Wireless and the ILECs.
4. At the conclusion of these proceedings, approve an Interconnection Agreement between the parties.

Respectfully submitted this 20th day of May, 2003.

BLACKBURN & STOLL, LC

Jerry D. Fenn

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this 20th day of May, 2003 a true and correct copy of the Foregoing **Response of Certain Utah ILECs to Petition for Arbitration** in Docket No. 03-2403-02 was hand-delivered to:

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and mailed by first class mail, postage prepaid to:

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