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Exhibit 1

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF CALIFORNIA

HYPERCUBE TELECOM, LLC (U-6592-C), Complainant,	)	
v.	)	C.09-5-009
LEVEL 3 COMMUNICATIONS, LLC (U-5941-C), Defendant.	)	

FIRST DATA REQUESTS AND REQUESTS FOR ADMISSIONS OF HYPERCUBE TELECOM, LLC (U-6592-C) TO LEVEL 3 COMMUNICATIONS, LLC (U-5941-C)

Hypercube Telecom, LLC ("Hypercube") requests that Level 3 Communications, LLC ("Level 3") respond fully and in writing to the following Data Requests and Requests for Admissions ("Data Requests" or "Requests") and serve its responses electronically and by United States mail upon Hypercube's counsel of record on or before November 11, 2009.

Definitions and Instructions

A. These Data Requests and each of them ("Data Request" or "Request") pertain to documents, information, physical objects, and computer recorded information in your knowledge, possession, custody, or control, or in the knowledge, possession, custody, or control of your agents or representatives. Each Request is also a continuing Request for information and documents, which come into your control during the time in which this proceeding is pending.

B. Each Request shall be answered separately and fully, in writing and under oath, unless it is objected to, in which case Level 3 shall state the reasons for its objection and shall answer to the extent it does not deem the Request objectionable. All grounds for an objection to

a Request shall be stated with specificity. Any ground not stated with specificity or in a timely objection is waived unless excused by the Court for good cause shown. If you object to any request on grounds other than privilege or work product protection, state in detail the basis for the objection.

C. With respect to any document responsive hereto which has been destroyed, lost, or is no longer in your possession or subject to your control, please submit a statement setting forth as to each, a description of the item, its disposition, the date of disposition, and the names of all those with knowledge thereof.

D. All definitions set forth herein are in addition to the defined words' ordinary meanings. If Level 3 contends that it does not understand the definition of a word or phrase used in any Request, it should respond to that portion of the Request that it does understand and explain what it is that it does not understand with regard to the remainder of the Request. If Level 3 believes that a Request is overbroad in part, it should respond to that portion of the Request that it does not consider overbroad and explain why the remainder is supposedly overbroad.

E. Each Request shall be construed to request the broadest scope of discoverable information. Thus, for example, the singular shall include the plural and vice versa; any verb formed in the present tense shall also be taken in the past, imperfect, and future tenses, and vice versa; any pronoun in the masculine gender shall also be taken in the feminine gender, and vice versa; "all" shall include "any" and vice versa; "each" shall include "every" and vice versa; "including" shall mean "including and without limitation"; and the connectives "and," "or," and "and/or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of the Request all responses that might otherwise be construed outside of its scope.

F. The words document, memoranda, work papers, notes, correspondence, item, and record, include any physical object, written, printed, typed, recorded or graphic, however produced or reproduced, whether sent, received or neither, including originals, copies and drafts, and including but not limited to: correspondence, email, telecopier correspondence, messages, reports and recordings of telephone or other conversations and of interviews and conferences, memoranda, notes, opinions, records, balance sheets, income statements, monthly statements, book entries, account letters, ledgers, journals, books or records of accounts, summaries of accounts, purchase or sales orders, invoices, vouchers, bills, receipts, checks stubs, cancelled checks, drafts, leases, contracts, offers, desk calendars, appointment books, diaries, expense reports, summaries, transcripts, minutes, reports, affidavits, statements, questionnaires, answers to questionnaires, plans, specifications, lab books and notations, data notations, workpapers, confirmations, formula, studies, forecasts, projections, analyses, evaluations, statistical records, tabulations, calculations, charts, graphs, surveys, renderings, diagrams, photographs, recordings, films, video recordings, microfilms, papers, books, periodicals, pamphlets, newspaper articles or clippings, publications, schedules, lists, indexes, all other records or information kept by electronic, photographic, mechanical or other means, and any item similar to the foregoing, however denominated, whether currently in existence or already destroyed.

G. As used herein, the words "Level 3" or "Company" or "you" or "your" refer to the Defendant/Counterclaimant in this proceeding and to any predecessor, successor, or affiliated corporations, their present and former directors, officers, agents, representatives, employees, attorneys, and all other present or former persons, corporations, companies, partnerships, or organizations acting or purporting to act on behalf of Level 3.

H. These Requests are directed to all documents and information in your possession, custody or control. A document is deemed to be in your possession, custody or control if you have possession of the document, have the right to secure such document or communication from another person having possession thereof, or the document or communication is reasonably available to you (including those documents or communications in the custody or control of your company's present employees, attorneys, agents, or other persons acting on its behalf and its affiliates). In response to Requests which seek the production of documents contained in these Data Requests, you shall produce the documents, including all appendices, exhibits, schedules, and attachments that are most relevant to the Request.

I. If you are unable to produce a document or information based on a claim that the document is not in your possession, custody or control, state the whereabouts of such document or information when it was last in your possession, custody or control, and provide a detailed description of the reason the document is no longer in your possession, custody or control, and the manner in which it was removed from your possession, custody or control.

J. Level 3 shall produce all responsive documents for inspection and copying unaltered and/or unredacted as they are kept in the usual course of business and organize and label them to correspond to the categories in this request. If the requested documents are kept in an electronic format, you shall produce the requested document in such format. If any part of a document is responsive to any Request, the whole document is to be produced. If there has been any alteration, modification or addition to a document (whether in paper form or electronic), including any marginal notes, handwritten notes, underlining, date stamps, received stamps, attachments, distribution lists, drafts, revisions or redlines, each such alteration, modification or addition is to be considered as a separate document and it must be produced.

K. With respect to any responsive document to which Level 3 asserts a claim of privilege, you shall submit a list identifying each document. Identification shall include the (1) date of the document, (2) the names, addresses and capacity of those who have signed the document, (3) the names, addresses and capacity of those who participated in its preparation, (4) the addressee or addressees, (5) the person or persons by whom it was received, (6) the general subject matter thereof, (7) the present or last known location and custodian of the original (or, if that is unavailable, the most legible copy or duplicate thereof), (8) the names and addresses of those who have received a copy of the document, and (9) the basis for your claim of privilege.

L. Please answer each of these Requests separately and in the order that it is asked. The numbers of the answers should correspond to the numbers of the Data Requests being answered. In addition, copy each question immediately before the answer. For your convenience in answering, an electronic copy of these Requests is being provided in MS Word format. Following each answer, identify the person or persons responsible for the answer and indicate what person or witness provided responsive information or documents, and where applicable, what witness will sponsor each answer in testimony and identify the name, title and work address of any person that assisted in the preparation of such answer.

M. In response to Data Requests asking you to identify documents or other items, information or materials for disclosure, please identify the document(s) or other item(s), information or material(s) in sufficient detail so that they can be produced in response to a separate Request for Production, if necessary. Such identification shall contain the number (and subpart, if applicable) of the data request seeking the identification and the page count or description of the document or item. Additionally, to the extent known, the listing shall include

the author, publisher, title, date, and any "Bates" or other sequential production numbering for the document or item. When responding to the Data Requests, please produce copies of all documents, other items, information or materials that were identified in response to a request or directive to "identify for disclosure" in these Data Requests. For each document or other item, please identify by number (including subpart, if any) the Data Request which caused the "identification for disclosure."

N. These Data Requests are continuing in nature, and should there be a change in circumstances which would modify or change an answer you have supplied, you should change or modify such answer and submit such changes as a supplement to the original answer. Further, should a subsequent version(s) of a document be created or exist after the date of these Data Requests, such version(s) must be produced. Where prior versions or drafts of documents exist, please produce all such documents in your possession, custody or control.

O. Hypercube requests that you answer these Data Requests as required by local law and the rules of the California Public Utilities Commission.

DATA REQUESTS

1. Identify each person responding to, providing information for, or assisting in the preparation of responses to these Data Requests on behalf of Level 3.

RESPONSE:

2. Please admit that there is no relevant distinction between Level 3's "Toll Free Inter-Exchange Delivery Service" that Level 3 offers or provides to interexchange carriers (or "IXCs") and Hypercube's toll-free origination service.

RESPONSE:

3. If you provide anything other than an unqualified admission to the prior Request, describe in detail any and all relevant distinctions and explain the legal significance of those distinctions.

RESPONSE:

4. Please admit that Level 3 has contracts with wireless carriers related to Level 3's "Toll Free Inter-Exchange Delivery Service."

RESPONSE:

5. Please admit that Level 3 pays wireless carriers related to Level 3's "Toll Free Inter-Exchange Delivery Service."

RESPONSE:

6. Please admit that wireless carriers have directly sent Level 3 8YY traffic related to Level 3's "Toll Free Inter-Exchange Delivery Service."

RESPONSE:

7. Describe Level 3's "Toll Free Inter-Exchange Delivery Service," including the typical path of 8YY traffic from a wireless carrier to an IXC, and Level 3's role in the call transport.

RESPONSE:

8. Describe the charges and/or rate(s) Level 3 recovers for its services and from whom Level 3 recovers those charges in connection with Level 3's "Toll Free Inter-Exchange Delivery Service."

RESPONSE:

9. Does Level 3's "Toll Free Inter-Exchange Delivery Service" benefit the wireless carriers that use it? If so, how? If not, why not?

RESPONSE:

10. Does Level 3's "Toll Free Inter-Exchange Delivery Service" benefit the IXCs to which Level 3 transports 8YY traffic? If so, how? If not, why not?

RESPONSE:

11. Describe any other services, in addition to Level 3's "Toll Free Inter-Exchange Delivery Service," that Level 3 offers to wireless carriers whether pursuant to tariff, contract, or any other agreement or understanding.

RESPONSE:

12. Please admit that when Level 3 provides its "Toll Free Inter-Exchange Delivery Service," Level 3 is an "Inserted CLEC" as that term is used in the document styled "Petition for a Declaratory Ruling" that Level 3 filed with the FCC on May 12, 2009.

RESPONSE:

13. If you provide anything other than an unqualified admission to the prior Request, explain in detail why, when Level 3 provides its "Toll Free Inter-Exchange Delivery Service," Level 3 is not an "Inserted CLEC."

RESPONSE:

14. Has Level 3 sought direct interconnection with any wireless carriers in California? If so, which carriers, when was interconnection sought, and what was the outcome of such efforts at interconnection?

RESPONSE:

15. Has Level 3 asked any wireless carrier to utilize a third-party carrier, other than Hypercube, to carry 8YY traffic from the wireless carrier's Mobile Telecommunications Switching Office ("MTSO") to Level 3's switch(es) in California?

RESPONSE:

16. At the August 11, 2008 hearing in this proceeding, Greg Rogers stated: "I think just to acknowledge, you know, the Hypercube comments in discussion of Level 3's tariff pages, fundamentally what Level 3 would say is that there is a proper way to tariff and charge for 8YY traffic and there's an improper way." State all facts and set forth all bases upon which you rely in asserting that Level 3 has tariffed its "Toll Free Inter-Exchange Delivery Service" the "proper way."

RESPONSE:

17. State all facts and set forth all bases upon which you rely in asserting that Hypercube has tariffed its toll-free origination service the "improper way."

RESPONSE:

18. State all facts and set forth all bases upon which you rely in asserting that there is a legally or regulatorily relevant distinction between the "proper way" and the "improper way."

RESPONSE:

19. Define the term "kickback" and phrase "kick back" as used in your Answer. (*See generally* Ans. 3, ¶¶ 1, 3, 4, 10).

RESPONSE:

20. State all facts and set forth all bases upon which you rely in asserting that Hypercube has "engaged in paying kickbacks to originating CMRS providers." (Ans. ¶ 1).

RESPONSE:

21. Does Level 3 have revenue sharing agreements with, or pay a marketing fee to, any carriers? If so, describe those relationships in detail.

RESPONSE:

22. Does Level 3 have revenue sharing agreements with, or pay a marketing fee to, any of its customers? If so, describe those relationships in detail.

RESPONSE:

23. Does Level 3 have revenue sharing agreements with, or pay a marketing fee to, any of its end users? If so, describe those relationships in detail.

RESPONSE:

24. Level 3 claims it "has offset overpaid amounts against current bills until the overpaid amount is recouped." (Ans. ¶ 5; *see also* Ans. ¶ 33). Please identify when Level 3 began to calculate this "offset" and why it chose that date.

RESPONSE:

25. Identify when Level 3 expects that its "offset" will be complete and Level 3 will pay any undisputed charges of Hypercube.

RESPONSE:

26. Provide detailed documentation of how Level 3 has calculated this "offset" from the time it began imposing that offset to the date of your response to these Data Requests.

RESPONSE:

27. Provide all summaries, analyses, studies, or other documents relating to Hypercube's traffic that were prepared or created by Level 3 or at Level 3's direction.

RESPONSE:

28. Provide all summaries, analyses, studies, or other documents relating to Hypercube's invoices that were prepared or created by Level 3 or at Level 3's direction.

RESPONSE:

29. On June 1, 2009, Level 3 filed a document styled a Reply with the FCC. On page 13, footnote 38 of that Reply, Level 3 claims "[s]ubject to traffic flows, Level 3 expects it will have redeemed the overcharges and will begin remitting payments in October 2009." Does Level 3 still claim that it will begin remitting payments to Hypercube in October 2009? If your answer to the question is negative, when does Level 3 expect to begin remitting payments to Hypercube?

RESPONSE:

30. Please admit that Level 3 purchased TelCove, Inc. in 2006.

RESPONSE:

31. Please admit that TelCove offered toll-free origination services substantially similar to Hypercube's toll-free origination service.

RESPONSE:

32. Please admit that TelCove paid, or offered to pay, a fee to wireless carriers for access to the wireless carriers' networks.

RESPONSE:

33. Describe TelCove's past and current toll-free origination services, including whether TelCove pays a fee to wireless carriers and whether TelCove has contracts with wireless carriers for 8YY traffic.

RESPONSE:

34. Please admit that Level 3 lobbied for a blended rate for tariffed switched access charges before the California Public Utilities Commission in Rulemaking 03-08-018.

RESPONSE:

35. Produce all documents filed by Level 3 with the California Public Utilities Commission in Rulemaking 03-08-018.

RESPONSE:

36. Describe in detail the process by which Level 3 receives invoices for access charges and processes them for payment, including how, if at all, it analyzes or determines whether the rates charged in such invoices are consistent with applicable law, the governing tariff or contract, or any other document in which the prevailing rate(s) is(are) identified.

RESPONSE:

37. Identify and describe the role of each person with knowledge or information relating to Level 3's analysis, processing, payment and/or dispute of Hypercube's invoices to Level 3.

RESPONSE:

38. State all facts and set forth all bases upon which you rely in asserting in your Counterclaim that "Hypercube has sought to charge Level 3 for tandem access and transport at rates exceeding those rates of the incumbent local exchange carriers for those same services" (Level 3 Countercl. ¶ 6), and for each such rate that you claim exceed(ed) such incumbent local exchange carrier (or "ILEC") rate(s), identify and/or explain the following:

a. the Hypercube rate and corresponding service at issue;

b. whether you contend the rate was excessive at its inception or later became excessive, and if the latter scenario, what caused the rate to become allegedly excessive;

c. the particular invoice(s), with reference to either the date and/or number of the invoice, in which Hypercube billed you at the allegedly excessive rate for such service;

d. what you claim the applicable rate was for each identified service at the time, and when that rate became the applicable rate;

e. whether you paid that invoiced rate, and, if payment was made, when such payment was made;

f. when you determined that such invoiced charge and/or payment was allegedly made in error;

g. who was involved in making that determination on Level 3's behalf and what the role of each such person was;

h. when and under what circumstances you brought such belief or position to Hypercube's attention, including identifying the date, mode (i.e., oral or written), author and recipient of such communication(s); and

i. why you claim that that/those rate(s) identified in your answer to subpart (d) should have been the rate(s) charged, including identifying any particular rule, order or decision of the California Public Utility Commission, or tariff of any other carrier on which you rely in forming that opinion.

RESPONSE:

39. State all facts and set forth all bases upon which you rely in asserting in your Counterclaim that "Hypercube's charges to Level 3 under its 2006-9 Tariff are for services which Hypercube did not provide during the period when that tariff was purportedly in effect, and did not contain a rate for the services for which Hypercube charged Level 3 and obtained payment from Level 3" (Level 3 Countercl. ¶ 19), and for each such rate that you claim was inapplicable, identify and/or explain the following:

a. the Hypercube rate and corresponding service at issue;

b. the particular invoice(s), with reference to either the date and/or number of the invoice, in which Hypercube billed you at the allegedly inapplicable rate for such service;

c. whether you paid that invoiced rate, and, if payment was made, when such payment was made;

d. when you determined that such invoiced charge and/or payment was allegedly made in error;

e. who was involved in making that determination on Level 3's behalf and what the role of each such person was;

f. when and under what circumstances you brought such belief or position to Hypercube's attention, including identifying the date, mode (i.e., oral or written), author and recipient of such communication(s); and

g. why you claim that that/those rate(s) identified in your answer to subpart (a) should not have been charged, including identifying any particular rule, order or decision of the California Public Utility Commission, or tariff of any other carrier on which you rely in forming that opinion.

RESPONSE:

40. State all facts and set forth all bases upon which you rely in asserting in your Counterclaim that "Hypercube has, upon information and belief, negotiated contracts for intrastate switched access services at lower prices than it has in its tariffs" (Level 3 Countercl. ¶ 22). Include who Level 3 believes Hypercube has entered such contracts with, and what the rate or price terms in those contracts are.

RESPONSE:

41. State all facts and set forth all bases upon which you rely in asserting in your Counterclaim that "Hypercube has failed and refused to provide comparable rates to Level 3" (Level 3 Countercl. ¶ 23). Include what rate for what service that Level 3 sought from Hypercube that Hypercube refused to provide Level 3.

RESPONSE:

42. Please admit that John Ryan, an employee with dual business and legal responsibilities at Level 3, stated at a meeting with Hypercube in October 2007 in Broomfield, Colorado that Level 3 began not paying Hypercube in response to Hypercube winning business away from Level 3.

RESPONSE:

43. Please admit that Level 3's Chief Executive Officer, James Q. Crowe, attended the October 2007 meeting referenced in the prior Request.

RESPONSE:

44. Please admit that William Hunt, an employee of Level 3, stated at a meeting at the FCC on May 21, 2009 that Level 3 began not paying Hypercube in response to Hypercube winning business away from Level 3.

RESPONSE:

45. Please admit that Level 3 knows the identity of the "key customer" referenced in the September 16, 2009 Communications Daily.

RESPONSE:

46. Identify all other carriers, customers or other persons or entities with whom Level 3 currently has a billing or other financial dispute in which Level 3 is not paying what the carrier, customer or other person or entity claims is owed it by Level 3, or is paying slower than

originally agreed or obligated to, or is paying less than what is claimed owed. Identify for each dispute the amount at issue, and the length of time the dispute has been ongoing.

RESPONSE:

47. Identify every complaint or other adjudicatory proceeding before a state regulatory agency, including public utility regulatory agencies that Level 3 has initiated or to which it has responded within the past four years that involved or concerned a billing dispute between Level 3 and any other party. For each such state proceeding, provide the following information:

a. The full names of all parties;

b. The name and state of the state regulatory agency;

c. The docket, case or proceeding number;

d. The date on which the proceeding was initiated;

e. Amounts in dispute; and

f. A copy of any interim, recommended, or final decision in the proceeding.

RESPONSE:

48. Provide a list of every matter filed and/or litigated before a state or federal court or an arbitrator that Level 3 has initiated or in which it was or is a defendant within the past four years that involved or concerned a billing dispute between Level 3 and any other party. For each such litigation or arbitration matter, provide the following information:

a. The full names of all parties;

b. The state and court or arbitral forum in which the litigated matter was filed and is/was pending;

c. The docket or case number;

d. The date on which the litigation matter was initiated;

e. Amounts in dispute; and

f. A copy of any interim, recommended, or final decision in the matter.

RESPONSE:

49. With respect to the cases and proceedings identified in response to the previous two Requests, please:

a. State which of these cases Level 3 has resolved by settlement or compromise;

b. State whether a written settlement or compromise agreement was signed;

c. State whether each such settlement or compromise requires Level 3 to provide services at rates other than those which Level 3 has tariffed; and

d. State whether each such settlement or compromise agreement was filed with the California Public Utilities Commission.

RESPONSE:

50. Provide detailed documentation that supports Level 3's contention that it has sufficient cash or cash equivalents to satisfy any judgment obtained by Hypercube in this proceeding.

RESPONSE:

51. Has Level 3 entered into direct connection agreements with one or more IXCs under which Level 3 delivers traffic to those IXCs?

RESPONSE:

52. Has Level 3 filed any of the direct connection agreements referred to in the preceding Request with the California Public Utilities Commission?

RESPONSE:

53. If your answer to the preceding Request is affirmative, please provide the date and Level 3 advice letter number under which each such direct connection agreement was filed and a copy of the actual filing which Level 3 made with the California Public Utilities Commission. If your answer to the preceding Request is negative, explain in details your reasons for not filing such agreement(s) with the California Public Utilities Commission.

RESPONSE:

54. State whether you contend that a wireless carrier is obligated to send 8YY traffic to an ILEC, and if you so contend, under what circumstances such obligation exists. If you answer affirmatively, in whole or in part, state all facts and set forth all bases upon which you rely in answering affirmatively.

RESPONSE:

55. State whether you contend that a wireless carrier is obligated to carry 8YY traffic beyond the end of its network, and if you so contend, under what circumstances such obligation

exists. If you answer affirmatively, in whole or in part, state all facts and set forth all bases upon which you rely in answering affirmatively.

RESPONSE:

56. State whether you contend that a wireless carrier is obligated to incur the charges related to handling and identifying the destination network for an 8YY call, and if you so contend, under what circumstances such obligation exists. If you answer affirmatively, in whole or in part, state all facts and set forth all bases upon which you rely in answering affirmatively.

RESPONSE:

57. State whether you contend that Level 3 has a legal right to direct a wireless carrier to carry 8YY traffic beyond the confines of its network, and if you so contend, under what circumstances such obligation exists. If you answer affirmatively, in whole or in part, state all facts and set forth all bases upon which you rely in answering affirmatively.

RESPONSE:

58. State whether you contend that Level 3 has a legal right to direct a wireless carrier to send 8YY traffic destined for Level 3 to a carrier other than Hypercube, and if you so contend, under what circumstances such obligation exists. If you answer affirmatively, in whole or in part, state all facts and set forth all bases upon which you rely in answering affirmatively.

RESPONSE:

59. Explain in detail how a wireless carrier that wishes to utilize Hypercube's network for routing 8YY traffic could identify 8YY traffic destined for Level 3 and route it to a carrier other than Hypercube.

RESPONSE:

60. Is it technically feasible for a wireless carrier that wishes to utilize Hypercube's network for routing 8YY traffic to identify 8YY traffic destined for Level 3 and route it to a carrier other than Hypercube?

RESPONSE:

61. Does Level 3 have the capability of performing an SMS/800 query for 8YY traffic originating on its network?

RESPONSE:

62. Is Level 3 a so-called "RESPORG," which is shorthand for "Responsible Organization," for Level 3's 8YY traffic?

RESPONSE:

63. Describe in detail Level 3's efforts to comply with Hypercube's disconnection procedures in Hypercube's tariff.

RESPONSE:

64. Does Level 3 deliver all 8YY traffic generated by its end user customers to the responsible IXC? If your answer to the question is negative, identify all carriers that Level 3 uses to deliver its 8YY traffic to the responsible IXC.

RESPONSE:

65. Does Level 3 currently use third-party 8YY providers, such as Hypercube, to carry 8YY traffic from Level 3's network? If so, state which providers, and state whether such services are provided pursuant to contract or tariff.

RESPONSE:

66. Has Level 3 used third-party 8YY providers, such as Hypercube, in the past to carry 8YY traffic from Level 3's network? If so, state which providers, and state whether such services were provided pursuant to contract or tariff.

RESPONSE:

67. Under what circumstances would Level 3 engage a third-party (not Level 3 itself or an ILEC) for processing 8YY calls prior to delivery to the IXC?

RESPONSE:

68. Does Level 3 presently send Hypercube any 8YY traffic?

RESPONSE:

69. Has Level 3 sent Hypercube any 8YY traffic in the past?

RESPONSE:

70. If you answered either of the prior two questions affirmatively, explain why Level 3 sends or sent that 8YY traffic to Hypercube and not to the ILEC or another carrier.

RESPONSE:

71. Please admit that Level 3 currently sends Hypercube originating 8YY traffic.

RESPONSE:

72. Please admit that Level 3 has sent Hypercube originating 8YY traffic in the past.

RESPONSE:

73. Does Level 3 pay for any 8YY traffic via agreements with the carrier whose end user makes an 8YY call? If so, identify the other party(ies) to and material terms of such agreement(s).

RESPONSE:

74. Does Level 3 promise its 8YY subscribers that any in-service North American numbering plan telephone number will be able to reach the properly provisioned 8YY number supplied by Level 3?

RESPONSE:

75. If your answer to the prior question is negative, describe all limits on in-service North American numbering plan telephone number ability to reach the properly provisioned 8YY number supplied by Level 3 and produce all documents describing those limitations.

RESPONSE:

76. Provide a summary of the monthly revenue Level 3 receives from its retail 8YY service from January 2002 to the present.

RESPONSE:

77. Has Level 3 informed any of its customers that it is not paying Hypercube? If your answer to the question is negative, does Level 3 plan to inform any of its customers that it is not paying Hypercube?

RESPONSE:

78. State all facts and set forth all bases upon which you rely in asserting that "Hypercube's tariff purports to require blocking by Level 3 if Level 3 does not agree to receive these calls. Due to requirements of California law, Level 3 understands this to mean that Level 3 must request from Hypercube that Hypercube cease delivering traffic." (Ans. ¶ 37, n.5).

RESPONSE:

79. State all facts and set forth all bases upon which you rely in asserting that Hypercube is required to perform the work necessary to identify 8YY calls to Level 3 and then refuse to complete those calls without any compensation.

RESPONSE:

80. Does Level 3 want Hypercube to block 8YY traffic destined for Level 3?

RESPONSE:

81. If you answered the prior question affirmatively, will Level 3 compensate Hypercube for the work it performs in identifying 8YY traffic destined for Level 3 (*i.e.* transport from the wireless carrier's MTSO, call switching, database queries, and release of the traffic)? Further, will Level 3 agree to indemnify and hold Hypercube harmless for any suits, claims or other demands or proceedings arising out of such blocking by Hypercube at Level 3's request?

RESPONSE:

82. Has Level 3 explored any options to avoid using Hypercube's services? If so, describe the options and Level 3's efforts with regard to those options.

RESPONSE:

83. Identify each person Level 3 expects to call as a fact witness at any hearing on Hypercube's escrow motion or at the hearing on the merits, and summarize the expected testimony of each such person.

RESPONSE:

84. For each witness identified in response to the preceding Request, provide the current resume, including name, address, education, training, experience, work history,

publications authored or co-authored, and prior experience as a witness; copies of written testimony and transcripts of oral testimony in other proceedings; the subject matter of the witness's expected testimony in this matter and a brief summary thereof.

RESPONSE:

October 27, 2009

Respectfully submitted,

Hypercube Telecom, LLC

By: /s/

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