

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
CenturyLink Communications, LLC	)	
f/k/a Qwest Communications Company,	)	
LLC,	)	
	)	
Complainant,	)	
v.	)	Docket No. 18-33
	)	File No. EB-18-MD-001
Verizon Services Corp.; Verizon	)	
Virginia LLC; Verizon Washington,	)	
DC Inc.; Verizon Maryland LLC;	)	
Verizon Delaware LLC; Verizon	)	
Pennsylvania LLC; Verizon New Jersey	)	
Inc.; Verizon New York Inc.; Verizon	)	
New England Inc.; Verizon North LLC;	)	
Verizon South Inc.,	)	
	)	
Defendants.	)	

**VERIZON'S RESPONSES TO CENTURYLINK'S INTERROGATORIES**

Curtis L. Groves  
VERIZON  
1300 I Street, N.W., Suite 500 East  
Washington, D.C. 20005  
(202) 515-2179  
curtis.groves@verizon.com

Joshua D. Branson  
Minsuk Han  
Grace W. Knofczynski  
KELLOGG, HANSEN, TODD, FIGEL &  
FREDERICK, P.L.L.C.  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Tel: (202) 326-7900  
Fax: (202) 326-7999  
jbranson@kellogghansen.com  
mhan@kellogghansen.com  
gknofczynski@kellogghansen.com

*Attorneys for Verizon*

October 19, 2018

## **CenturyLink Interrogatory No. 8**

Fully describe any and all efforts that Verizon took to adjust, update, or correct its calculation of quarterly credits on a going forward basis after Verizon's receipt of each of CenturyLink's claims for the quarters identified in Table 1, Paragraph 30 of CenturyLink's Formal Complaint.

### **Verizon's Response:**<sup>1</sup>

Although Verizon's methodology for calculating the quarterly Billing Credits remained substantially the same over the life of the Price Flex Deal, Verizon revised that methodology when the parties replaced the 2009 Service Agreement with the 2014 Service Agreement.

Compared to the 2009 Service Agreement, the 2014 Service Agreement provided for lower per-unit flat rates.<sup>2</sup> When the 2014 Service Agreement took effect, Verizon thus revised its methodology to use the revised flat rates. In addition, whereas the 2009 Service Agreement grouped all DS1 circuits together as a single "unit" category, the 2014 Service Agreement divided them into circuits with mileage and circuits without mileage.<sup>3</sup> Verizon began accounting for that distinction when counting "units" under the 2014 Service Agreement.

Beyond the changes geared toward the differences between the 2009 and 2014 Service Agreements, Verizon maintained a consistent methodology for counting "units" and calculating the Billing Credits throughout the life of the Price Flex Deal.<sup>4</sup>

---

<sup>1</sup> As discussed on the parties' meet-and-confer conferences, and as reflected in Verizon's September 6, 2018 email, Verizon has agreed to answer Interrogatory No. 8 only insofar as it is limited to broad adjustments Verizon made to its overall counting methodology; Verizon does not describe individual or circuit-specific changes that may have been made. For this Interrogatory and the others to which Verizon responds below, Verizon provides these responses subject to and without waiving its objections filed on March 8, 2018, and April 30, 2018.

<sup>2</sup> Compare CTL Ex. 3, Ex. B Att. 1 with CTL Ex. 5, Ex. B Att. 1; see Declaration of Christopher A. Alston ¶¶ 16-20 (Apr. 11, 2018) ("Alston Decl.").

<sup>3</sup> Compare CTL Ex. 3, Ex. B § 7 & Tbl. 1 with CTL Ex. 5, Ex. B § 7 & Tbls. 1-2.

<sup>4</sup> See Declaration of Patricia A. Mason ¶ 56 (Apr. 11, 2018) ("Mason Decl.").

### **CenturyLink Interrogatory No. 11**

Please fully describe the extent to which David Szol, other team members of the Wholesale Claims and Collections Group, and/or any other Verizon employee who has filed a declaration in this proceeding, been identified by either party on their respective Information Designations, or has been directly involved in the negotiation or litigation of this dispute, receives contingent compensation, bonuses, positive performance reviews, incentives, or other types of rewards (monetary or otherwise) based in whole or in part on the successful defense of billing disputes lodged by Verizon customers. In responding, please clearly identify with specificity how such compensation is calculated and remitted to each relevant employee.

#### **Verizon's Response:**<sup>5</sup>

David Szol, Patricia Mason, Christopher Alston, and Susan Fox are current Verizon employees. Joseph Aguilar and Marian Howell are former Verizon employees. Unlike Razorsight and similar third-party bill auditors, these individuals do not (or did not) receive contingent compensation for the “successful defense of billing disputes lodged by Verizon customers.” Whereas a third-party auditor often receives a commission or success fee based on the value of disputes resolved in the client company’s favor, these individuals are (or were) salaried employees. They also are eligible to participate in Verizon’s Short-term Incentive (“STI”) Plan, which provides an opportunity for an annual financial award. The award opportunity for each employee participating in the STI Plan depends on several factors, including Verizon’s financial and operational performance objectives and the individual’s overall job performance.

---

<sup>5</sup> As discussed on the parties’ meet-and-confer conferences, and as reflected in the parties’ June 29, 2018 Joint Statement (at 47), Verizon has agreed to answer Interrogatory No. 11 insofar as it is limited to the following Verizon employees and former employees: David Szol, Patricia Mason, Christopher Alston, Susan Fox, Joseph Aguilar, and Marian Howell. As with CenturyLink’s position on Verizon Interrogatory Nos. 8 and 9, the parties have agreed that Verizon need not provide any specific dollar values relating to any employee’s compensation.

## **CenturyLink Interrogatory No. 12**

Please fully identify each outside billing auditor (including, but not limited to, TEOCO, Sage Management, Inc., Razorsight and/or Synchronoss Technologies, Inc.) that Verizon has employed, retained, or otherwise engaged to consult, audit, or otherwise assist Verizon in reviewing, auditing, investigating and/or disputing the monthly charges of other telecommunications providers (whether or not those charges are based on contract or tariff). For each such outside billing auditor, please include a description of the purpose and subject matter of any such engagement and describe how that auditor was compensated (whether by flat rate, by hourly rate and/or by contingent compensation).

### **Verizon's Response:**<sup>6</sup>

For purposes of this response, Verizon reviewed its records dating back to 2014. During that time period, Verizon has had several engagements with TEOCO.

- 1) Verizon engaged TEOCO to assist in developing disputes related to switched access charges on intraMTA wireless traffic. In that engagement, TEOCO was to be compensated on a contingent basis.
- 2) Verizon engaged TEOCO to review invoices for switched and special access, and to present potential disputes to Verizon. Verizon would then determine whether to pursue those disputes. If it did, Verizon was responsible for managing and filing the disputes. Verizon compensated TEOCO on a contingent basis.
- 3) Verizon also engaged TEOCO to assist XO Communications ("XO") and Verizon Wireless's review of switched access and special access invoices. As part of that engagement, XO and Verizon Wireless provided TEOCO with specific invoices to review for billing errors. Verizon has terminated the engagement with respect to XO. Verizon compensates TEOCO for this engagement on a contingent basis.

---

<sup>6</sup> As discussed on the parties' meet-and-confer conferences, and as reflected in the parties' June 29, 2018 Joint Statement (at 47), Verizon has agreed to answer Interrogatory No. 12 insofar as it is limited to Ethernet, switched access, and special access services only.

In addition, Verizon is aware that it previously engaged Razorsight to audit small independent LEC invoices. Razorsight identified disputes, filed them, and managed the disputes to conclusion. Verizon compensated Razorsight via a combination of a monthly fee and contingent compensation. Verizon terminated that engagement in 2013.

### **CenturyLink Interrogatory No. 13**

For each Claim identified in Table 9 of the Formal Complaint (Paragraph 70) please identify when Verizon first conducted a circuit-level analysis to determine whether it had correctly calculated the quarterly credit owed to CenturyLink, and for each such circuit-level review, please identify all steps Verizon took to prospectively correct and/or compensate CenturyLink for any counting errors it identified therein.

#### **Verizon's Response:**<sup>7</sup>

For all of CenturyLink's disputes, Verizon made a reasonable, good-faith attempt to understand CenturyLink's position and respond in a timely fashion. Verizon thoroughly analyzed several of those disputes immediately upon receipt – including CenturyLink's first and largest dispute concerning DS3 FMS circuits – and it participated in many phone calls and email exchanges with CenturyLink in an effort to resolve the disputes efficiently.<sup>8</sup>

True, as explained below, Verizon did not immediately engage in a full circuit-level analysis of every single dispute that CenturyLink submitted. That is attributable to two main factors. *First*, CenturyLink often did not clearly explain its disputes – or provide supporting circuit-level data Verizon could analyze – until well after the fact.<sup>9</sup> For many of CenturyLink's disputes, it did not provide a substantive explanation or circuit-level data until well after Verizon had already analyzed and rejected CenturyLink's lead dispute in September 2014.<sup>10</sup> Because CenturyLink did not clearly differentiate all of its later disputes or explain why they were distinct

---

<sup>7</sup> As discussed on the parties' meet-and-confer conferences, and as reflected in Verizon's September 6, 2018 email, Verizon has agreed to answer Interrogatory No. 13 by providing one answer with respect to each of the discrete dispute categories that CenturyLink alleged. Verizon has not agreed (and does not purport) to provide a separate answer for every single "claim" that CenturyLink submitted to Verizon quarter-after-quarter.

<sup>8</sup> See generally Declaration of David Szol ¶¶ 19-35 (Apr. 9, 2018) ("Szol Decl.").

<sup>9</sup> See Verizon's Response to CenturyLink's Dispute Category Charts (Aug. 13, 2018) (placing date of Verizon's response to each dispute category in context of CenturyLink's provision of a dispute explanation and circuit-level data).

<sup>10</sup> Compare *id.* Tbl. 1 (addressing FMS "Equivalents for DS3 CLF Units" dispute, which was the first one raised and rejected) with *id.* Tbls. 2-6 (addressing remaining disputes).

from the “FMS DS3 Equivalents” dispute Verizon had already rejected, Verizon did not always immediately engage in a full-scale circuit-level analysis of all of CenturyLink’s subsequent disputes. For example, CenturyLink to this day continues to lump all the “Category Two” circuits together, even though they actually fall into many different substantive categories.<sup>11</sup> It took Verizon many months of work – including (but not limited to) one employee working virtually full time during this litigation – to uncover those differences and develop an individual position on the thousands of circuits at issue.<sup>12</sup> Verizon acted reasonably in deferring that analysis until the parties’ mediation had begun.

*Second*, Verizon engaged in a contract analysis soon after receiving CenturyLink’s first dispute and determined that the Service Agreements barred CenturyLink’s claims.<sup>13</sup> One of Verizon’s core bargaining objectives in negotiating those Agreements was to obtain protection from costly, after-the-fact disputes of the Billing Credits.<sup>14</sup> Although Verizon took CenturyLink’s claims seriously, a full circuit-level analysis of every single CenturyLink claim – all of which were procedurally invalid under the contracts – would have imposed an undue burden on Verizon and deprived it of the benefit of its bargain. Indeed, Staff denied Verizon’s discovery request that CenturyLink perform a circuit-level analysis of the January-March 2009 data in part because Staff determined that such an analysis would have been “unduly burdensome” for CenturyLink.<sup>15</sup> The costly circuit-level analyses that CenturyLink is apparently

---

<sup>11</sup> See Mason Decl. ¶¶ 77-78.

<sup>12</sup> See *id.* ¶¶ 69-78 & VZ Ex. 60.

<sup>13</sup> See Szol Decl. ¶¶ 26-35.

<sup>14</sup> See Alston Decl. ¶¶ 8-12.

<sup>15</sup> Email from L. Royle to B. Fowler (CenturyLink), J. Branson (Verizon) *et al.* (Sept. 17, 2018) (denying Verizon Interrogatory No. 4).

faulting Verizon for failing to perform earlier would have been much more burdensome than the one that CenturyLink refused to provide in response to Verizon's Interrogatory No. 4.

Against that backdrop, Verizon's responses to CenturyLink's Interrogatory No. 13 for each of CenturyLink's substantive dispute categories are set forth below:

### **Dispute Category 1**

With respect to CenturyLink's claim that Verizon miscalculated DS3 CLF Units in Facilities Management Service ("FMS") LATAs, Verizon began its circuit-level analysis on July 31, 2014, when Tiffany Brown (a Sage consultant) sent Verizon's Joseph Aguilar a list of DS3 CLF circuit IDs that CenturyLink claimed Verizon should have counted as a "unit" during February 2014.<sup>16</sup> The next day, on August 1, 2014, Mr. Aguilar had a telephone call with Ms. Brown to discuss her submission and requested additional circuit-level data supporting CenturyLink's calculations.<sup>17</sup> Ms. Brown did not immediately provide the requested data, and Mr. Aguilar reiterated his request on August 19, 2014.<sup>18</sup> More than two weeks later, on September 4, 2014, Ms. Brown sent Mr. Aguilar a list of FMS circuit IDs, which Ms. Brown claimed Verizon should use to calculate the DS3 CLF "equivalents" for purposes of its Billing Credits.<sup>19</sup> After analyzing that new circuit-level data, Verizon rejected Ms. Brown's "DS3 CLF equivalents" argument and determined that Verizon's "unit" counting methodology complied with the Service Agreements and applicable contract tariffs.<sup>20</sup> On September 15, 2014, Verizon informed CenturyLink that Verizon had properly counted the DS3 CLF units.<sup>21</sup>

---

<sup>16</sup> See VZ Ex. 36 at 4 (7/31/14 email from T. Brown to J. Aguilar).

<sup>17</sup> See *id.* at 3 (8/1/14 email from J. Aguilar to T. Brown).

<sup>18</sup> See *id.* (8/19/14 email from J. Aguilar to T. Brown).

<sup>19</sup> See VZ Ex. 38.1 at 4 (9/4/14 email from T. Brown to J. Aguilar *et al.*).

<sup>20</sup> See *id.* at 2-3 (9/15/14 email from J. Aguilar to P. Lowell *et al.*).

<sup>21</sup> See *id.*



Based on those findings, Verizon identified no errors it needed to correct prospectively or for which it needed to compensate CenturyLink. At the time, Verizon also concluded that CenturyLink's claims were barred by the dispute provisions in the Service Agreements.<sup>22</sup>

### **Dispute Category 2**

CenturyLink has grouped together multiple substantive disputes in Dispute Category 2. Verizon's analysis of CenturyLink's claims in this dispute category revealed eight different circuit categories: (1) "Proper USOC," (2) "Proper MRC," (3) "FMS Billing," (4) "Underbilling," (5) "No Circuit IDs," (6) "Fractional Circuit," (7) "Ineligible USOC," and (8) "No MRC."<sup>23</sup> For the purpose of this response, Verizon has omitted "Proper USOC," "Proper MRC," and "Underbilling" as separate dispute types, since they did not involve any miscounted "units" and are covered substantively by the "Ineligible USOC" and "No MRC" dispute types.

**Ineligible USOC (2009 Plan):** With respect to CenturyLink's claim that Verizon counted as "units" certain non-FMS circuits that charged no qualifying USOCs under the 2009 Service Agreement, Verizon began its circuit-level analysis in mid-2016, during the Informal Complaint process and pursuant to the parties' mediation efforts. Verizon's analysis was ongoing throughout that process, as CenturyLink provided additional information and allowed Verizon to develop a better understanding of CenturyLink's position. Verizon did not compensate CenturyLink for the handful of errors discovered in this dispute category because CenturyLink's claims were barred by the dispute provisions in the 2009 Service Agreement.<sup>24</sup>

**No MRC (2014 Plan):** With respect to CenturyLink's claim that Verizon counted as "units" certain circuits that billed no MRCs under the 2014 Service Agreement, Verizon began

---

<sup>22</sup> See Szol Decl. ¶¶ 29-34.

<sup>23</sup> See Mason Decl. ¶¶ 69-77.

<sup>24</sup> See CTL Ex. 3, Ex. B § 7(e)(vii).

its circuit-level analysis in mid-2016, during the Informal Complaint process and pursuant to the parties' mediation efforts. Verizon's analysis was ongoing throughout that process, as CenturyLink provided additional information and allowed Verizon to develop a better understanding of CenturyLink's position. Verizon did not compensate CenturyLink for the handful of errors discovered in this dispute category because CenturyLink's claims were barred by the dispute provisions in the 2014 Service Agreement.<sup>25</sup>

**FMS Billing:** Many of CenturyLink's disputes in Dispute Category 2 are duplicates of Dispute Category 1 and depend on the same faulty FMS-billing logic that underpins the "DS3 CLF Equivalent" dispute.<sup>26</sup> As discussed above, Verizon began its circuit-level analysis of that issue on July 31, 2014, when Ms. Brown sent Mr. Aguilar a list of FMS circuit IDs that CenturyLink believed Verizon should have counted as a "unit" during February 2014.<sup>27</sup> After engaging in a prompt analysis, Verizon informed CenturyLink on September 15, 2014 that Verizon had properly counted the FMS circuits.<sup>28</sup> Therefore, Verizon identified no counting error that it needed to correct prospectively or for which it needed to compensate CenturyLink.

**No Circuit IDs:** With respect to CenturyLink's claim in Dispute Category 2 concerning certain DS1 "units," Verizon has been unable to conduct a circuit-level analysis because CenturyLink has provided no circuit IDs.<sup>29</sup> Therefore, Verizon identified no counting error that it needed to correct prospectively or for which it needed to compensate CenturyLink.

---

<sup>25</sup> See CTL Ex. 5, Ex. B § 8(f).

<sup>26</sup> See Mason Decl. ¶ 71(c); *id.* ¶¶ 60-68.

<sup>27</sup> See VZ Ex. 36 at 4 (7/31/14 email from T. Brown to J. Aguilar).

<sup>28</sup> See VZ Ex. 38.1 at 2-3 (9/15/14 email from J. Aguilar to P. Lowell *et al.*).

<sup>29</sup> See Mason Decl. ¶ 71(e).

**Fractional Circuits:** With respect to CenturyLink’s claim in Dispute Category 2 concerning disconnected circuits, Verizon began its circuit-level analysis in 2016, during the Informal Complaint process and pursuant to the parties’ mediation efforts. Verizon’s analysis was ongoing throughout that process, as CenturyLink provided additional information and allowed Verizon to develop a better understanding of CenturyLink’s position. Verizon did not compensate CenturyLink for the handful of counting errors discovered in this dispute category because CenturyLink gained a windfall – in the form of an undeserved flat-rate discount during the month of disconnection – due to Verizon’s counting methodology, and also because CenturyLink’s claims were barred by the dispute provisions in the Service Agreements.<sup>30</sup>

### **Dispute Category 3**

With respect to CenturyLink’s claim that Verizon improperly double-counted meet-point circuits, Verizon began its circuit-level analysis shortly after receiving CenturyLink’s claim submissions on September 15, 2015.<sup>31</sup> In those claim submissions, CenturyLink described its claims regarding the alleged counting error along with a list of meet-point circuit IDs that CenturyLink claimed Verizon improperly double-counted.<sup>32</sup> But as Verizon determined from a review of those circuits, Verizon had long been counting meet-point circuits as multiple “units,” and that methodology was apparent from the face of Verizon’s quarterly reports and from the “unit” counts in the Service Agreements themselves.<sup>33</sup> From that analysis of CenturyLink’s claims, Verizon promptly concluded that its counting methodology was not erroneous.

---

<sup>30</sup> See *id.* ¶ 75; Supplemental Declaration of Patricia A. Mason ¶¶ 11-13 (May 2, 2018); CTL Ex. 3, Ex. B § 7(e)(vii); CTL Ex. 5, Ex. B § 8(f).

<sup>31</sup> See CTL Ex. 42.02 at 4 (9/15/15 email from J. Romero to Verizon).

<sup>32</sup> See CTL Ex. 42.02d, Tab “CKT COMPARISON,” Column H.

<sup>33</sup> See Mason Decl. ¶¶ 37, 79-82, 96-101.

Therefore, with respect to Dispute Category 3, Verizon identified no counting errors that it needed to correct prospectively or for which it needed to compensate CenturyLink.

#### **Dispute Category 4**

With respect to CenturyLink's claim that Verizon improperly designated some DS3 CLF circuits as DS3 CLS circuits, Verizon began its circuit-level analysis upon receiving the Notice of CenturyLink's Informal Complaint on June 27, 2016. From that analysis, Verizon identified four DS3 CLF circuits that it inadvertently misclassified as a DS3 CLS circuit in its March 2015 bill.<sup>34</sup> Verizon informed CenturyLink of that finding in Verizon's August 3, 2016 Response to CenturyLink's Informal Complaint.<sup>35</sup>

Verizon did not compensate CenturyLink for the counting errors discovered because the 2014 Service Agreement barred CenturyLink from disputing the billing credits.<sup>36</sup> In addition, the formula error worked in CenturyLink's favor: although the formula error did classify certain DS3 CLF circuits as more-expensive DS3 CLS circuits, it also simultaneously classified certain DS3 CLS circuits as less-expensive DS3 CLF circuits.<sup>37</sup> Accordingly, CenturyLink on-balance saved money due to this formula error.

#### **Dispute Category 5**

With respect to CenturyLink's claim that Verizon improperly classified DS0 circuits as DS1 circuits, Verizon began its circuit-level analysis upon receiving the Notice of CenturyLink's

---

<sup>34</sup> See Verizon's Response to CenturyLink's Informal Complaint at 13 (Aug. 3, 2016) ("2016 Response"); *see also* Mason Decl. ¶¶ 87-89.

<sup>35</sup> See 2016 Response at 13.

<sup>36</sup> See Verizon's Legal Analysis Part I.

<sup>37</sup> See Mason Decl. ¶¶ 87-89.

Informal Complaint on June 27, 2016. Based on its analysis, and as explained in Verizon's Response to CenturyLink's Informal Complaint, Verizon found no error in its methodology.<sup>38</sup>

Therefore, with respect to Dispute Category 5, Verizon identified no counting errors that it needed to correct prospectively or for which it needed to compensate CenturyLink.

### **Dispute Category 6**

With respect to CenturyLink's claim that Verizon failed to optimize CenturyLink's network after CenturyLink converted off FMS, Verizon conducted its circuit-level analysis upon receiving CenturyLink's claim submissions on September 30, 2015.<sup>39</sup> In those claim submissions, CenturyLink described its claims regarding the alleged FMS conversion error with a list of circuit IDs for which CenturyLink claimed Verizon improperly billed CenturyLink.<sup>40</sup> From its analysis of the circuit-level data provided by CenturyLink, Verizon determined that CenturyLink's claims were duplicates of earlier disputes that CenturyLink had previously submitted concerning charges for circuits CenturyLink had ordered to be disconnected.<sup>41</sup> Accordingly, on October 2, 2015, Mr. Aguilar contacted Mr. Romero at CenturyLink to confirm that the claims were duplicates, along with specific examples of circuit IDs for which duplicate claims had been submitted.<sup>42</sup> Mr. Aguilar followed up on October 27, 2015, to obtain CenturyLink's confirmation that the claims were duplicates.<sup>43</sup> On October 29, 2015, Mr. Romero responded affirmatively.<sup>44</sup> Verizon also responded in further detail to this dispute

---

<sup>38</sup> See 2016 Response at 13; Mason Decl. ¶¶ 90-92.

<sup>39</sup> See CTL Ex. 53.01 (9/30/15 email from J. Romero to Verizon).

<sup>40</sup> See *id.*; CTL Ex. 53.01d.

<sup>41</sup> See VZ Ex. 51 at 2-3 (10/2/15 email from J. Aguilar to J. Romero).

<sup>42</sup> See *id.*

<sup>43</sup> See *id.* at 1 (10/27/15 email from J. Aguilar to J. Romero)

<sup>44</sup> See *id.* (10/29/15 email from J. Romero to J. Aguilar).

category on May 31, 2016, when it explained in a detailed letter that Verizon was “not obligated to recalibrate the subject circuits ‘to optimize circuit deployment efficiency.’”<sup>45</sup>

With respect to Dispute Category 6, Verizon has identified no counting errors that it needed to correct prospectively or for which it needed to compensate CenturyLink.<sup>46</sup>

Respectfully submitted,

Curtis L. Groves  
VERIZON  
1300 I Street, N.W., Suite 500 East  
Washington, D.C. 20005  
(202) 515-2179  
curtis.groves@verizon.com

/s/ Joshua D. Branson  
Joshua D. Branson  
Minsuk Han  
Grace W. Knofczynski  
KELLOGG, HANSEN, TODD, FIGEL &  
FREDERICK, P.L.L.C.  
1615 M Street, N.W., Suite 400  
Washington, D.C. 20036  
Tel: (202) 326-7900  
Fax: (202) 326-7999  
jbranson@kellogghansen.com  
mhan@kellogghansen.com  
gknofczynski@kellogghansen.com

*Attorneys for Verizon*

October 19, 2018

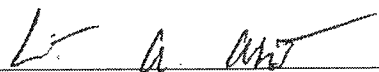
---

<sup>45</sup> CTL Ex. 40.23 at 3-4 (5/31/16 Ltr. from D. Szol to P. Welch).

<sup>46</sup> See Mason Decl. ¶¶ 93-95.


**AFFIRMATION**

I hereby certify under penalty of perjury that the foregoing responses to CenturyLink's Interrogatory Nos. 8, 11, and 13 are true and correct. Executed on October 18, 2018.

  
\_\_\_\_\_  
Print Name: Christopher A. Alston  
Title: Director - Offer Management

**AFFIRMATION**

I hereby certify under penalty of perjury that the foregoing response to CenturyLink's Interrogatory No. 12 is true and correct. Executed on October 19, 2018.

  
Print Name: Gerard F. Scanlin  
Title: Director, Accounting / Invoice  
Validation and Audit