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**EXCERPTS FROM THE APPLICANTS' RESPONSES TO DATA REQUESTS
IN THE RELEVANT STATE COMMISSION REVIEW PROCEEDINGS**

| Issue | Response | Respondent Name & Company | Response Date | Data Request Information |
|---------------------|--|--|---------------|--|
| Systems Integration | "Until the Transaction is complete, and the necessary decisions have been made on how to best integrate the two companies, plans for specific changes to the Qwest or CenturyLink Operations Support Systems (OSS) have not been fully developed." | Mike Hunsucker, CenturyLink | June 25, 2010 | Washington UTC Staff Data Request No. 84 |
| | "Until the Transaction is complete, and the necessary decisions have been made on how to best integrate the two companies, plans for specific changes to any processes or systems that CLECs currently utilize in purchasing wholesale services from Qwest have not been developed." | | | Washington UTC Staff Data Request Nos. 85 & 87 |
| | "Integration planning is in the early stages and decisions on wholesale OSS systems have not been made at this time." | | July 2, 2010 | Oregon PUC Staff Data Request No. 60 |
| | "No decisions on integration can reasonably be made until after the transaction is closed. At this time, system integration plans for the proposed transaction with Qwest, including plans for billing system integration, have not been fully developed." | John Felz, CenturyLink | June 25, 2010 | Washington UTC Staff Data Request No. 90 |
| | "Upon merger closing, there will be no immediate changes to Qwest's or CenturyLink's Provisioning Systems. CenturyLink has not evaluated its processes and compared them to Qwest's processes at this time. Integration planning is in the early stages and decisions have not been made at this time." | Ann Prockish, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-35h |
| | "A detailed comparison of CenturyLink's and Qwest's repair processes has not been conducted at this time. System integration plans for the proposed transaction with Qwest have not been fully developed." | Mark Akason and Mike Jewell, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-30 |
| | "A detailed comparison of CenturyLink's and Qwest's trouble ticket initiation processes as [sic] not been conducted at this time. System integration plans for the proposed transaction with Qwest have not been fully developed. In fact, complete integration plans cannot be developed until the merger is concluded." | | | |
| | "Until the Transaction is complete, and the necessary decisions have been made on how to best integrate the two companies and their respective call databases, plans for specific changes to the Qwest and CenturyLink Call Management Services Data Base, Local Number Portability, and Line Information Data Base, if any, have not been fully developed." | John Felz, CenturyLink | June 25, 2010 | Washington UTC Staff Data Request No. 82 |
| | "Until the Transaction is complete, and the necessary decisions have been made on how to best integrate the two companies, plans for specific changes to the Qwest E911 systems, if any, have not been developed." | | | Washington UTC Staff Data Request No. 83 |

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| Operations Integration | “A detailed integration planning statement indicating specific dates and events has not been developed. Detailed planning processes will begin on or about the close of the merger and will involve the review of existing systems and practices.” | CenturyLink response | June 16, 2010 | Iowa Office of Consumer Advocate Data Request No. 1-012A |
| | “Until the transaction has been completed and the necessary decisions have been made, specific details regarding the implementation (who? what? where? when? why? how?) of these planning assumptions will not be available.” | Jeff Glover, CenturyLink and James Campbell, Qwest Corp. | June 4, 2010 | Arizona Corporation Commission Staff Data Request No. 1-001 |
| | “Identification of ‘best practices’ associated with the integration of CenturyLink and Qwest operations will be completed as part of the detailed integration planning efforts. Until the integration teams are formed, and the detailed data gathering process can be completed, an analysis regarding the identification and/or adoption of ‘best practices’ is not available.” | Mark Gast, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-52g |
| | “No decisions on integration can reasonably be made until after the transaction is closed. Before the company can make a determination on any changes in Network Operations Centers (NOC), the company needs more time and data to assess the work being performed at various NOCs, the appropriate location for centers in order to best serve the needs of customers and the scope of those centers.” | John Felz, CenturyLink | July 1, 2010 | Washington UTC Staff Data Request No. 107 |
| | “Integration planning is in the early stages and decisions on [wholesale] personnel, location of [wholesale] personnel, etc. have not been made at this time” | Mike Hunsucker, CenturyLink | July 2, 2010 | Oregon PUC Staff Data Request No. 54 |
| | “Decisions regarding the locations of the remaining regional headquarters have not been made.” | Ann Prockish, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-147 |
| | “A more detailed management organization table for the post-merger business is not available at this time.” | CenturyLink response | June 16, 2010 | Iowa Office of Consumer Advocate Data Request No. 1-001 |
| | “Upon merger closing CenturyLink does not anticipate any immediate changes to the Qwest Standard Interval Guide. A detailed comparison of CenturyLink’s and Qwest’s processes has not been conducted at this time.” | Ann Prockish, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-82 |
| | “Until the Transaction is complete, and the necessary decisions have been made on how to best integrate the two companies, plans for 911 ordering and provisioning processes to be used have not been developed.” | John Felz, CenturyLink | July 1, 2010 | Washington UTC Staff Data Request No. 106 |
| Change Management Process | “Upon merger closing, there will be no immediate changes to Qwest’s or CenturyLink’s Change Management Processes (CMP) or CMD [sic] documents. Integration plans for the proposed transaction with Qwest have not been fully developed. In fact, complete integration plans cannot be developed until the merger is concluded.” | Melissa Cloz, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-118 |

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| Performance Assurance Plan | “Upon merger closing CenturyLink does not anticipate any immediate changes to the Qwest performance plans. A detailed comparison of CenturyLink’s and Qwest’s processes has not been conducted at this time.” | Ann Prockish, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-61 |
| | “CenturyLink has not evaluated or reached any conclusions regarding this issue [whether CenturyLink will seek modification to any wholesale rates post-merger] at this time.” | | | Integra Minnesota Data Request No. 2-86 |
| Wholesale Rates | “The impact if any on wholesale rates cannot be determined until the transaction is complete and the necessary decisions have been made on how to best integrate the two companies.” | Mark Gast, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-521 |
| | “CenturyLink has not evaluated or reached any conclusions concerning this issue [whether CenturyLink will seek reductions in cost-based wholesale rates due to reported synergy cost savings] at this time.” | Ken Buchan, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-55b |
| Wholesale Services | “CenturyLink has not evaluated or reached any conclusions regarding this issue [whether CenturyLink plans to discontinue any wholesale services post-merger] at this time.” | Ann Prockish, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-96 |
| | “CenturyLink has not evaluated or reached any conclusions concerning this issue [the numerous “evergreen” ICAs with Qwest and CenturyLink’s plans regarding those ICAs post-merger] at this time.” | | | Integra Minnesota Data Request No. 2-117 |
| | “CenturyLink has not evaluated or reached any conclusions regarding the issue [whether CenturyLink intends to adopt Qwest’s intrastate and/or interstate access tariffs post-merger] at this time.” | | | Integra Minnesota Data Request No. 2-89 |
| | “CenturyLink has not evaluated or reached any conclusions regarding this issue [whether CenturyLink anticipates seeking modifications to its access terms, conditions or rates post-merger] at this time.” | | | Integra Minnesota Data Request No. 2-90 |
| | “A detailed comparison of CenturyLink’s and Qwest’s [collocation] processes has not been conducted at this time.” | | | Integra Minnesota Data Request No. 2-108 |
| Wholesale Customer Service | “CenturyLink has not made any determination on this issue [whether CenturyLink plans to make changes to CLEC account and service manager assignments post-merger] at this time.” | | | Integra Minnesota Data Request No. 2-93 |
| Network Investment | “Until the transaction is complete, and the necessary decisions have been made on how to best integrate the two companies, plans regarding network investment and appropriate balance sheet improvement (debt reduction) have not been developed. The analysis and decisions regarding how CenturyLink plans to best utilize its free cash flow will be completed as part of the detailed integration planning effort.” | Mark Gast, CenturyLink | July 8, 2010 | Integra Minnesota Data Request No. 2-133 |
| Broadband Deployment | “At this time, CenturyLink has not yet established any specific plans regarding Washington post-transaction broadband deployment.” | John Felz, CenturyLink | June 23, 2010 | Washington UTC Staff Data Request No. 55 |

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|----------------------|--|---------------------------|---------------|--|
| Broadband Deployment | “Until the Transaction is complete and the necessary decisions have been made on how to best integrate the two companies, specific [DSL] product and pricing plans cannot be evaluated and finalized.” | John Felz, CenturyLink | June 23, 2010 | Washington UTC Staff Data Request No. 60 |
| | “Projections for post-merger broadband deployment have not been developed.” | | | Oregon PUC Staff Data Request No. 15 |
| IPTV Deployment | “Plans for the introduction of specific new services such as IPTV in Washington have not been fully developed at this point. Until the Transaction is complete and the necessary decisions have been made on how to best integrate the two companies, specific product and service plans cannot be evaluated and finalized.” | John Felz, CenturyLink | June 23, 2010 | Washington UTC Staff Data Request Nos. 52 & 68 |
| | “Plans for the introduction of specific new services such as IPTV in Oregon have not been fully developed at this point. Until the Transaction is complete and the necessary decisions have been made on how to best integrate the two companies, specific product and service plans cannot be evaluated and finalized.” | | | Oregon PUC Staff Data Request No. 33 |

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ATTACHMENT B

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| COMPARISON OF INCUMBENT LEC ANNUAL REVENUES AND ACCESS LINES | | |
|---|--|---|
| ILEC | 2009 Annual Revenues (billions) | Access Lines as of March 31, 2010 (millions) |
| CenturyLink | \$4.97 ¹ | 6.9 ² |
| Qwest | \$12.31 ³ | 9.66 ⁴ |
| TOTAL | \$17.28 | 16.56 |
| Frontier⁵ | \$6.07 ⁶ | 6.36 ⁷ |
| Windstream | \$3.0 ⁸ | 3.1 ⁹ |
| FairPoint | \$1.13 ¹⁰ | 1.5 ¹¹ |

¹ See CenturyTel, Inc., SEC Form 10-K Annual Report for the Fiscal Year Ended December 31, 2009, at 48 (Mar. 31, 2010).

² See CenturyTel, Inc., SEC Form 10-Q Quarterly Report for the Period Ending March 31, 2010, at 15 (May 7, 2010).

³ See Qwest Communications International Inc., SEC Form 10-K Annual Report for the Fiscal Year Ended December 31, 2009, at 1, 29 (Feb. 16, 2010).

⁴ See Qwest Communications International Inc., SEC Form 10-Q Quarterly Report for the Period Ending March 31, 2010, at 34 (May 5, 2010).

⁵ Including recently acquired Verizon properties.

⁶ See Frontier, Investor Presentation, at 15 (June 8, 2010) available at <http://phx.corporate-ir.net/External.File?item=UGFyZW50SUQ9Mzg4NzcyfENoaWxkSUQ9Mzg4MjQ1fFR5cGU9MQ==&t=1>.

⁷ See *id.* The actual total Frontier post-merger access line count as of March 31, 2010 is likely lower than 6.36 million. Frontier's data combines its pre-merger access lines (2.08 million) as of March 31, 2010 with the access line count of the acquired Verizon exchanges as of December 31, 2009. See *id.* at 7 and 15. Given overall access line trends, Verizon likely lost access lines in the acquired exchanges between December 31, 2009 and March 31, 2010.

⁸ See Windstream Corporation, SEC Form 10-K Annual Report for the Fiscal Year Ended December 31, 2009, at 6 (Feb. 24, 2010).

⁹ See Windstream Corporation, SEC Form 10-Q Quarterly Report for the Period Ending March 31, 2010, at 6 (May 6, 2010).

¹⁰ See FairPoint Communications Inc., SEC Form 10-K Annual Report for the Fiscal Year Ended December 31, 2009, at 57 (May 28, 2010).

¹¹ See FairPoint Communications Inc., SEC Form 10-Q Quarterly Report for the Period Ending March 31, 2010, at 10 (June 18, 2010).

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ATTACHMENT C

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GENERAL OBJECTIONS TO ALL DATA REQUESTS (ONGOING)

1. Integra objects to the Requests to the extent they are vague, over-broad and/or unduly burdensome. Integra continues to review the issues and may supplement its responses.
2. Integra objects to the Requests to the extent they seek information subject to the attorney-client privilege, work product doctrine, or any other privilege recognized by the State of Arizona and information that is trade secret, confidential, sensitive, competitive in nature or proprietary.
3. Integra objects to the Requests to the extent that they seek information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.
4. Integra objects to the Requests to the extent that they seek a legal conclusion.

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RESPONSES

Subject to, and without waiving, the foregoing objections, Integra provides the following Response.

Staff Request No. STF1.1: Please state the conditions which address Integra's concerns in the areas below and should be considered by the Commission to grant approval in the above matter.

1. Interconnection Agreements;
2. Operational Support Systems;
3. Change Management Process;
4. Wholesale Agreements;
5. Tariffs;
6. Service Quality; and
7. Any other areas as appropriate.

Integra Response No. STF1.1: CenturyLink and Qwest have, thus far, presented very little information regarding how the post-merger company would fulfill its wholesale obligations to CLECs, if the merger is approved. The companies have said that the "transaction is expected to create significant annual operating synergies of approximately \$575 million, which are expected to be fully realized three to five years following closing."¹ The company will, therefore, be under significant pressure to promptly begin to make operational changes to achieve these promised synergies. Discovery and inquiry are needed into how the promised synergies will be achieved, and how best to ensure that they are not achieved at the expense of service quality. CLECs, such as Integra, are wholesale customers of Qwest and are dependent upon Qwest's monopoly provided last-mile services to serve end user customers. Information may develop in the course of discovery and this proceeding that indicates that additional, or more specific, conditions are needed. The following list of recommended conditions, therefore, is preliminary, and this response may be supplemented as needed.

¹ Application for Consent to Transfer Control, *In the Matter of Qwest Communications International, Inc. and CenturyTel, Inc. d/b/a CenturyLink*, WC 10-110, May 10, 2010 ("FCC Joint Application"), p. 21.

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CONDITIONS

“Merged Company” as used in this list of conditions refers to the post-merger company (CenturyLink and its Operating Companies, collectively, after the Closing Date).

1. Any Qwest wholesale service offered to competitive carriers on the Merger Filing Date,² or at any time between the Merger Filing Date up to and including the closing date of the transaction (the “Closing Date”), will be made available and will not be discontinued for three years after the Closing Date, except as approved by the Commission.
2. The Merged Company will not seek to recover through wholesale service rates or other fees paid by CLECs one-time transfer, branding, or any other transaction-related costs.
3. The Merged Company will hold wholesale customers harmless for any increases in overall management costs that result from the transaction, including those incurred by the Operating Companies.
4. Following the Closing Date, the Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes applicable to Qwest. The Merged Company shall continue to provide to CLECs the reports of wholesale performance metrics that Qwest currently provides to CLECs. The Merged Company shall also provide these reports to commission staff, when requested. No Qwest Performance Indicator Definition (PID) or Performance Assurance Plan (PAP) that is offered, or provided via amendment or Commission approved plan, as of the Merger Filing Date (“Current PAP”) will be reduced, eliminated, or withdrawn for at least five years after the Closing Date. Following the Closing Date, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to each CLEC for one year prior to the Merger Filing Date for each PID, product, and disaggregation. If the Merged Company fails to provide wholesale performance as described in the preceding sentence, the Merged Company will also make remedy payments to each affected CLEC in an amount as would be calculated using the methodology (*e.g.*, modified Z test, critical Z values, and escalation payments) in the Current PAP, for each missed occurrence when comparing performance post- and pre- Closing Date (“Additional PAP”). The state commission may determine that additional remedies are required, if the remedies described in this paragraph do not result in the required wholesale service quality performance or if the Merged Company violates the merger conditions.

² Qwest and CenturyLink made their merger filing with the Federal Communications Commission (FCC) on May 10, 2010 (the “Merger Filing Date”). See Application for Consent to Transfer Control, *In the Matter of Qwest Communications International, Inc. and CenturyTel, Inc. d/b/a CenturyLink*, WC 10-110, May 10, 2010 (“FCC Joint Application”).

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5. The Merged Company will assume or take assignment of all obligations under Qwest's interconnection agreements, interstate special access tariffs and intrastate tariffs, commercial agreements [including but not limited to the Qwest wholesale metro Ethernet agreement, Qwest OCN (Sonet) agreement, Qwest Local Services Platform (QLSP) agreement, and Qwest Broadband for Resale agreements], line sharing agreements, and other existing arrangements with wholesale customers ("Assumed Agreements"). The Merged Company shall not require wholesale customers to execute any documents(s) to effectuate the Merged Company's assumption or taking assignment of these obligations. The Merged Company shall not terminate or change the rates, terms or conditions of any effective Assumed Agreements during the unexpired term of any Assumed Agreement or for a period of three years from the Merger Announcement Date,³ whichever occurs later, unless requested by the interconnecting party, or required by a change of law. The Merged Company will assume or take assignment of all obligations under Qwest alternative form of regulation plans [in Arizona, the Revised Price Cap Plan (see ACC Decision No. 68604)].
6. The Merged Company will allow requesting carriers to extend existing interconnection agreements, whether or not the initial or current term has expired or is in "evergreen" status, until at least three years from the Closing Date, or the date of expiration, whichever is later.
7. The Merged Company shall allow a requesting competitive carrier to use its pre-existing interconnection agreement, including agreements entered into with Qwest, as the basis for negotiating a new replacement interconnection agreement. If Qwest and a requesting competitive carrier are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow the requesting carrier to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute the negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest.
8. In the legacy CenturyLink ILEC territory, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in the same state. If there is no Qwest ILEC in a state, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in any state in which Qwest is an ILEC. Agreements subject to the opt-in rights described in this

³ Qwest and CenturyLink entered into their merger agreement on April 21, 2010 (the "Merger Announcement Date").

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paragraph will apply in full, without modification and subject to the other conditions set forth herein, except to the extent that a state commission determines that the agreement must be modified because (1) it is technically infeasible for the Merged Company to comply with one or more provision of the agreement or (2) the prices set forth in the agreement are inconsistent with TELRIC-based prices in state in question. "CenturyLink ILEC territory," as used in this paragraph, excludes any CenturyLink ILEC for which a state commission has granted CenturyLink a rural exemption pursuant to Section 251(f) of the Communications Act before the Merger Filing Date. More consistency in interconnection agreement offerings will provide more consistency for wholesale customers dealing with CenturyLink in multiple states, using interconnection agreement terms from the pre-closing entity that both has been through Section 271 approval proceedings and has the greater volume of CLEC wholesale business.

9. To the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to Qwest's web site or Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Merger Filing Date.
10. For at least three years after the Closing Date, rates for tandem transit service, any interstate special access tariffed or non-tariffed (including Ethernet) offerings, any intrastate wholesale tariffed offering, and any service for which prices are set pursuant to Sections 252(c)(2) and Section 252(d) of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq. (the Communications Act") shall not be increased by the Merged Company above the levels applicable as of the Merger Announcement Date; nor will the Merged Company create any new rate elements or charges for distinct facilities or functionalities that are currently already provided under existing rates. The Merged Company shall continue to offer any currently offered term and volume discount plans in existence as of the Merger Announcement Date, until at least three years after the Closing Date. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.
11. The Merged Company will not seek to avoid any of the obligations under the Assumed Agreements on the grounds that the Merged Company is not an incumbent local exchange carrier ("ILEC") under the Communications Act. The Merged Company will waive its right to seek the exemption for rural telephone companies under Section 251(f)(1) and its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Communications Act.
12. In the legacy Qwest ILEC territory, the Merged Company shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications

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Act and shall be subject to all requirements applicable to BOCs, including but not limited to the “competitive checklist” set forth in Section 271(c)(2)(B), the obligation to not backslide, and the nondiscrimination requirements of Section 272(e) of the Communications Act.

13. For three years following the Closing Date, the Merged Company will not seek or give effect to a ruling to reclassify as “non-impaired” any wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 obligation or dominant carrier regulation in any wire center.
14. The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information at least 30 days prior to the Closing Date. For changes to support center location, organizational structure, or contact information, the Merged Company will provide at least 30 days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable advanced notice of the changes. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.
15. The Merged Company will make available to each wholesale carrier the types and level of data, information, and assistance that Qwest made available as of the Merger Filing Date concerning wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or “PCAT”), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, *etc.*).
16. After the Closing Date, the Merged Company will maintain the Qwest Change Management Process (“CMP”), utilizing the terms and conditions set forth in the Qwest CMP Document, including those terms and conditions governing changes to the CMP Document. The Merged Company will dedicate the resources needed to complete pending CLEC change requests in a commercially reasonable time frame.
17. The Merged Company shall ensure that the legacy Qwest Wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that meets or exceeds that which was provided by Qwest prior to the Merger Filing Date and to ensure the protection of CLEC information from being used for the Merged Company’s retail operations. The Merged Company will employ people who are dedicated to the task of meeting the needs

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of CLECs and other wholesale customers. The total number of employees dedicated to supporting wholesale services for CLEC customers in legacy Qwest territory will be no fewer than the number of such employees employed by legacy Qwest as of the Merger Filing Date.

18. The Merged Company will not assign any pass code, password or Personal Identification Number (PIN) to retail customer accounts in a manner that will prevent or delay a change in local service providers. The Merged Company will require only pass codes that an end user customer requests for the purpose of limiting or preventing activity and changes to their account. The Merged Company will not require that a new local service provider provide, on a service request, a password or PIN that the end user customer uses or used to access its account information on-line [including Customer Proprietary Network Information (CPNI)].
19. After the Closing Date, in legacy Qwest ILEC territory, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least three years and provide at least the same level of wholesale service quality, including support, data, functionality, performance, and e-bonding, provided by Qwest prior to the Merger Filing Date. After the minimum three-year period, the Merged Company will not replace or integrate Qwest systems without first complying with the following procedures:
 - a. The Merged Company will prepare and submit a detailed plan to the Wireline Competition Bureau of the FCC and the state commission of any affected state before replacing or integrating Qwest system(s). The Merged Company's plan will describe the system to be replaced or integrated, the surviving system, and why the change is being made. The plan will describe steps to be taken to ensure data integrity is maintained. The plan will describe CenturyLink's previous experience with replacing or integrating systems in other jurisdictions, specifying any problems that occurred during that process and what has been done to avert those problems in the planned transition for the affected states. The Merged Company's plan will also identify planned contingency actions in the event that the Merged Company encounters any significant problems with the planned transition. The plan submitted by the Merged Company will be prepared by information technology professionals, retained at the Merged Company's expense, with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. Interested carriers will have the opportunity to comment on the Merged Company's plan.

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- b. For any Qwest system that was subject to third party testing (e.g., as part of a Section 271 process), robust, transparent third party testing will be conducted for the replacement system to ensure that it provides the needed functionality and can appropriately handle commercial volumes. The types and extent of testing conducted during the Qwest Section 271 proceedings will provide guidance as to the types and extent of testing needed for the replacement system. The Merged Company will not limit CLEC use of, or retire, the existing system until after third party testing has been successfully completed for the replacement system.
 - c. For any replacement, newly integrated, or new system, the Merged Company will allow for coordinated testing with CLECs, including a stable testing environment that mirrors production and, when applicable, controlled production testing. The Merged Company will provide the wholesale carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the wholesale carrier.
- 20. The Merged Company will process orders in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
- 21. The Merged Company will provide number portability in compliance with federal and state law, as well as the terms of applicable interconnection agreements. When a number is ported from the Merged Company, E-911 records will be unlocked at the time of porting. Trouble reports involving locked E-911 records will be addressed within 24 hours.
- 22. The Merged Company will provide routine network modifications in compliance with federal and state law, as well as the terms of applicable interconnection agreements.
- 23. After the Closing Date, the Merged Company will engineer and maintain its network in compliance with federal and state law, as well as the terms of applicable interconnection agreements. Resources will not be diverted to merger-related activities at the expense of maintaining the Merged Company's network.
 - a. The Merged Company shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop.
 - b. The Merged Company, if it retires copper, will retire copper in compliance with federal and state law, as well as the terms of applicable interconnection agreements and as required by a change of law.

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- c. If, after the Closing Date, the Merged Company's performance with respect to network maintenance in Arizona compares unfavorably with other states in legacy Qwest ILEC territory, the Commission may require the Merged Company to submit regular reports regarding network maintenance quality, may open an investigation, or may take additional steps to ensure that network maintenance is not unfavorable in Arizona as compared with other legacy Qwest ILEC states.
24. The Merged Company will provide conditioned copper loops in compliance with federal and state law and at rates approved by the applicable state commission. The Merged Company will employ policies and processes that take into account that line conditioning is the removal from a copper loop of any device that could diminish the capability of the loop to deliver xDSL, and that such devices include bridge taps, load coils, low pass filters, and range extenders. Insofar as it is technically feasible, the Merged Company shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. If the Merged Company seeks to change rates approved by a state commission for conditioning, the Merged Company will provide conditioned copper loops in compliance with the relevant law at the current commission-approved rates unless and until a different rate is approved.
25. All Conditions herein may be expanded or modified as a result of regulatory decisions concerning the proposed transaction in other states, including decisions based upon settlements, that impose conditions or commitments related to the transaction. The Merged Company agrees that the state commission of any state may adopt any commitments or conditions from other states or the FCC that are adopted after the final order in that state.
26. In the event a dispute arises between the parties with respect to any of the pre-closing and post-closing conditions herein, either party may seek resolution of the dispute by filing a petition with the Commission at any time pursuant to the Commission's procedures for enforcement of interconnection agreements. Alternative dispute resolution provisions in an interconnection agreement shall not prevent any party from filing such a petition with the Commission at any time.
27. An officer of the Merged Company with authority to provide this certification will certify, at least once every six months, that the Merged Company is in compliance with these conditions. The Merged Company will file the certification with the state commission and serve the certification on requesting carriers.

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ATTACHMENT D

**ARIZONA CORPORATION COMMISSION
STAFF'S FIRST SET OF DATA REQUESTS TO
tw telecom of arizona llc
DOCKET NOS. T-01051B-10-0194; T-03902A-10-0194; T-02811B-10-0194;
T-20443A-10-0194; T-04190A-10-0194; T-03555A-10-0194
RESPONSE DATED JUNE 29, 2010**

STF 1.1 Please state the conditions which address tw telecom's concerns in the areas below and should be considered by the Commission to grant approval in the above matter.

1. Interconnection Agreements;
2. Operational Support Systems;
3. Change Management Process;
4. Wholesale Agreements;
5. Tariffs;
6. Service Quality; and
7. any other areas as appropriate.

telecom of arizona llc (TWTC) RESPONSE:

CLECs, including TWTC, are dependent upon Qwest's wholesale products and prices to serve their customers and to preserve effective competition throughout Arizona. The FCC's very recent denial of Qwest's Petition for Forbearance is clear evidence that the Phoenix MSA lacks significant wholesale competition to Qwest. In its Order denying forbearance, the FCC concluded that given the current lack of wholesale competitors, Qwest could, if not restrained, impose unjust, unreasonable, or discriminatory rates, terms, and conditions on CLECs. *See* The FCC's Phoenix Forbearance Order (PFO), FCC 10-113 (WC Docket No. 09-135 released June 22, 2010, refusing Qwest's Petition to be relieved of its statutory and regulatory obligation to provide, inter alia, DS0, DS1 and DS3 loops and transport as Unbundled Network Elements (UNEs) pursuant to section 251(c)(3) of the Federal Communications Act of 1934, as amended, 47 U.S.C. § 151 et seq. ("the Communications Act"). It is in this context – the context of Qwest's role as a wholesale provider – that tw telecom reviews the proposed merger of Qwest Corporation and CenturyTel Solutions LLC. ("CTL").

Importantly, CTL is not a Regional Bell Operating Company (RBOC) and, thus, has not operated under RBOC requirements including 271 obligations; rather it is accustomed to operating under certain Rural CLEC exemptions that will not apply when operating as an RBOC in Arizona if this merger is approved. CTL has not expressly confirmed that it fully understands these RBOC obligations, nor has it demonstrated that it can implement RBOC functions in a transparent, non-service affecting way. It is also unclear whether any or all support functions will be relocated from Qwest's current geographic locations (e.g. Phoenix and Denver) to the CTL headquarters in Monroe, Louisiana. If these functions are to be relocated, there are no indications as to when and how this transition will occur, the anticipated impacts, or what steps will be taken to ensure that appropriate personnel will fully understand their assigned roles as RBOC representatives. While CTL has indicated there will be economies of scope and scale realized from the combined enterprise, *See* Joint Application p. 11, it has not provided any details supporting these assertions. It will be imperative to understand the impacts of the inherent differences between the two companies. TWTC expects information to develop in the

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course of discovery and this proceeding which will help Staff formulate appropriate wholesale competition conditions for the proposed merger. The following list of recommendations from TWTC expands, with permission, on other CLECs submissions, but nonetheless is also preliminary, and will be supplemented as needed.

CONDITIONS

"Merged Company" as used in this list of conditions refers to the post-merger company (CenturyLink and its Operating Companies, collectively, after the Closing Date). *All Conditions apply for three years from the Closing Date unless otherwise indicated. The term "wholesale" includes special access services (e.g., DS1, DS3, Ethernet and OCN special access)*¹.

- 1. Any Qwest wholesale service offered to competitive carriers at any time between the Merger Filing Date² up to and including the closing date of the transaction (the "Closing Date") will be made available and will not be discontinued, except as approved by the Commission.**
- 2. The Merged Company will not seek to recover through wholesale service rates or other fees paid by CLECs one-time transfer, branding, or any other transaction-related costs.**
- 3. The Merged Company will hold wholesale customers harmless for any increases in overall management costs that result from the transaction, including those incurred by the Operating Companies.**
- 4. Following the Closing Date, the Merged Company shall comply with all wholesale performance requirements and associated remedy or penalty regimes applicable to Qwest. The Merged Company shall continue to provide to CLECs the reports of wholesale performance metrics that Qwest provides to CLECs as of the Merger Filing Date. The Merged Company shall also provide these reports to the commission staff, when requested. No Qwest Performance Indicator Definition (PID) or Performance Assurance Plan (PAP) that is offered, or provided via amendment or Commission approved plan, as of the Merger Filing Date ("Current PAP") will be reduced, eliminated,**

¹ For ease of Staff review, italics are used to begin conditions that are not included in another CLEC's submission, or which differ materially from prior CLEC submissions. All conditions are important and a number of non-italicized conditions have been edited for clarity.

² Qwest and CenturyLink made their merger filing with the Federal Communications Commission (FCC) on May 10, 2010 (the "Merger Filing Date"). See Application for Consent to Transfer Control, *In the Matter of Qwest Communications International, Inc. and CenturyTel, Inc. d/b/a CenturyLink*, WC 10-110, May 10, 2010 ("FCC Joint Application").

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or withdrawn for at least five years after the Closing Date. Following the Closing Date, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to each CLEC for one year prior to the Merger Filing Date for each PID, product, and disaggregation. If the Merged Company fails to provide wholesale performance as described in the preceding sentence, the Merged Company will also make remedy payments to each affected CLEC in an amount as would be calculated using the methodology (e.g., modified Z test, critical Z values, and escalation payments) in the Current PAP, for each missed occurrence when comparing performance post- and pre-Closing Date ("Additional PAP"). The state commission may determine that additional remedies are required, if the remedies described in this paragraph do not result in the required wholesale service quality performance or if the Merged Company violates the merger conditions.

5. *In the legacy Qwest ILEC territory, the Merged Company will meet or exceed the average monthly performance provided by Qwest to each CLEC for one year prior to the Merger Filing Date for each metric contained in the CLEC-specific monthly special access performance reports that Qwest provides to CLECs as of the Merger Filing Date. For each month that the Merged Company fails to meet Qwest's average monthly performance for any of these metrics, the Merged Company will make penalty payments [TBD] on a per-month, per-metric basis to each affected CLEC.*
6. *In the legacy CenturyLink ILEC territory, the Merged Company shall provide to CLECs the reports of wholesale performance metrics that Qwest provides to CLECs as of the Merger Filing Date. The Merged Company shall also provide these reports to the Commission staff, when requested. Beginning 12 months after the Closing Date, the requirements set forth in paragraph 5 shall apply to the Merged Company in the legacy CenturyLink ILEC territory, thereby requiring the Merged Company's average monthly performance in providing special access services in the legacy CenturyLink ILEC territory to meet or exceed the Merged Company's average monthly performance for each CLEC in the legacy Qwest ILEC territory for one year prior to the Merger Filing Date.*
7. **The Merged Company will assume or take assignment of all obligations under Qwest's interconnection agreements, intrastate tariffs and interstate tariffs, including the Annual Incentive contract tariff, commercial agreements including but not limited to Qwest wholesale metro Ethernet agreement, Qwest OCN (Sonet) agreement, Qwest Local Services Platform (QLSP) agreement, and Qwest Broadband for Resale agreements, line**

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sharing agreements, and other existing arrangements with wholesale customers ("Assumed Agreements"). The Merged Company shall not require wholesale customers to execute any documents(s) to effectuate the Merged Company's assumption or taking assignment of these obligations. The Merged Company shall not terminate or change the rates, terms or conditions of any effective Assumed Agreements during the unexpired term of any Assumed Agreement or for a period of three years from the Merger Announcement Date,³ whichever occurs later, unless requested by the interconnecting party, or required by a change of law. The Merged Company will assume or take assignment of all obligations under Qwest alternative form of regulation plans [in Arizona, the Revised Price Cap Plan (see ACC Decision No. 68604)].

8. *The Merged Company will offer Ethernet and OCN services in the legacy CenturyLink territory at prices no higher than those offered in the legacy Qwest territory.*
9. The Merged Company will allow requesting carriers to extend existing interconnection agreements, whether or not the initial or current term has expired or is in "evergreen" status, until at least 42 months from the Closing Date, or the date of expiration, whichever is later.
10. The Merged Company shall allow a requesting competitive carrier to use its pre-existing interconnection agreement, including agreements entered into with Qwest, as the basis for negotiating a new replacement interconnection agreement. If Qwest and a requesting competitive carrier are in negotiations for a replacement interconnection agreement before the Closing Date, the Merged Company will allow the requesting carrier to continue to use the negotiations draft upon which negotiations prior to the Closing Date have been conducted as the basis for negotiating a replacement interconnection agreement. In the latter situation (ongoing negotiations), after the Closing Date, the Merged Company will not substitute the negotiations template interconnection agreement proposal of any legacy CenturyLink operating company for the negotiations proposals made before the Closing Date by legacy Qwest.
11. In the legacy CenturyLink ILEC territory, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in the same state. If there is no Qwest ILEC in a state, the Merged Company will permit a requesting carrier to opt into any interconnection agreement to which Qwest is a party in any state in

³ Qwest and CenturyLink entered into their merger agreement on April 21, 2010 (the "Merger Announcement Date").

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which Qwest is an ILEC. Agreements subject to the opt-in rights described in this paragraph will apply in full, without modification and subject to the other conditions set forth herein, except to the extent that a state commission determines that the agreement must be modified because (1) it is technically infeasible for the Merged Company to comply with one or more provision of the agreement or (2) the prices set forth in the agreement are inconsistent with TELRIC-based prices in state in question. "CenturyLink ILEC territory," as used in this paragraph, excludes any CenturyLink ILEC for which a state commission has granted CenturyLink a rural exemption pursuant to Section 251(f) of the Communications Act before the Merger Filing Date. More consistency in interconnection agreement offerings will provide more consistency for wholesale customers dealing with CenturyLink in multiple states, using interconnection agreement terms from the pre-closing entity that both has been through Section 271 approval proceedings and has the greater volume of CLEC wholesale business.

12. To the extent that an interconnection agreement is silent as to an interval for the provision of a product, service or functionality or refers to Qwest's Service Interval Guide (SIG), the applicable interval, after the Closing Date, shall be no longer than the interval in Qwest's SIG as of the Merger Filing Date.
13. Rates for tandem transit service, any interstate special access tariffed or non-tariffed (including Ethernet) offerings, any intrastate wholesale tariffed offering, and any service for which prices are set pursuant to Sections 252(c)(2) and Section 252(d) of the Communications Act shall not be increased by the Merged Company above the levels applicable as of the Merger Announcement Date; nor will the Merged Company create any new rate elements or charges for distinct facilities or functionalities that are currently already provided under existing rates. The Merged Company shall continue to offer any term and volume discount plans offered as of the Merger Announcement Date without any changes to the rates, terms, or conditions of such plans. The Merged Company will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term.
14. The Merged Company will not seek to avoid any of the obligations of CenturyLink under the Assumed Agreements on the grounds that CenturyLink is not an incumbent local exchange carrier ("ILEC") under the Communications Act. The Merged Company will waive its right to seek the exemption for rural telephone companies under Section 251(f)(1) and its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Communications Act.

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15. In the legacy Qwest ILEC territory, the Merged Company shall be classified as a Bell Operating Company ("BOC"), pursuant to Section 3(4)(A)-(B) of the Communications Act and shall be subject to all requirements applicable to BOCs, including but not limited to the "competitive checklist" set forth in Section 271(c)(2)(B), the obligation to ensure there is no backsliding, and the nondiscrimination requirements of Section 272(e) of the Communications Act.
16. The Merged Company will not seek to reclassify as "non-impaired" any wire centers for purposes of Section 251 of the Communications Act, nor will the Merged Company file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 obligation or dominant carrier regulation in any wire center.
17. The Merged Company shall provide to wholesale carriers, and maintain and make available to wholesale carriers on a going-forward basis, up-to-date escalation information, contact lists, and account manager information at least 30 days prior to the Closing Date. For changes to support center location, organizational structure, or contact information, the Merged Company will provide at least 30 days advance written notice to wholesale carriers. For other changes, the Merged Company will provide reasonable advanced notice of the changes. The information and notice provided shall be consistent with the terms of applicable interconnection agreements.
18. The Merged Company will make available to each wholesale carrier the types and level of data, information, and assistance that Qwest made available as of the Merger Filing Date concerning wholesale Operational Support Systems functions and wholesale business practices and procedures, including information provided via the wholesale web site (which Qwest sometimes refers to as its Product Catalog or "PCAT"), notices, industry letters, the change management process, and databases/tools (loop qualification tools, loop make-up tool, raw loop data tool, ICONN database, etc.).
19. After the Closing Date, the Merged Company will maintain the Qwest Change Management Process ("CMP"), utilizing the terms and conditions set forth in the CMP Document (which is Exhibit G to some interconnection agreements), including those terms and conditions governing changes to the CMP Document. The Merged Company will dedicate the resources needed to complete pending CLEC change requests in a commercially reasonable time frame.

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20. The Merged Company shall ensure that the legacy Qwest wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is equal to or superior to that which was provided by Qwest prior to the Merger Filing Date and to ensure the protection of CLEC information from being used for the Merged Company's retail operations. CenturyLink will employ people who are dedicated to the task of meeting the needs of CLECs and other wholesale customers. The total number of employees dedicated to supporting wholesale services for CLEC customers in legacy Qwest territory will be no fewer than the number of such employees employed by legacy Qwest as of the Merger Filing Date.
21. *The Merged Company will not assign any pass code, password or Personal Identification Number (PIN) to retail customer accounts in a manner that will prevent or delay a change in local service providers. The Merged Company will not require that a new local service provider provide, on any service request or at any time during the porting process, any pass code, password or PIN used by an end user customer of the Merged Company.*
22. *The Merged Company will utilize the wholesale OSS, including electronic bonding for all functionalities (including quoting, ordering, and maintenance), in the legacy Qwest territory to provide special access services in the legacy CenturyLink territory.*
23. *After the Closing Date, in legacy Qwest ILEC territory, the Merged Company will use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) and provide at least the same level of wholesale service quality, including support, data, functionality, performance, and electronic bonding for all functionalities (including quoting, ordering, and maintenance), provided by Qwest prior to the Merger Filing Date, unless and until the procedures described below are met. The Merged Company will not replace or integrate Qwest systems without first complying with the following procedures:*
 - a. The Merged Company will prepare and submit a detailed plan to the Wireline Competition Bureau of the FCC and the state commission of any affected state before replacing or integrating Qwest system(s). The Merged Company's plan will describe the system to be replaced or integrated, the surviving system, and why the change is being made. The plan will describe CenturyLink's previous experience with replacing or integrating systems in other jurisdictions, specifying any problems that occurred during that process and what has been done to avert those problems in the