

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Joint Application of	)	Docket No. UT-100820
QWEST COMMUNICATIONS	)	
INTERNATIONAL INC. AND	)	REDACTED PRE-FILED EXHIBITS
CENTURYTEL, INC.	)	SUBMITTED BY SPRINT/T-MOBILE
	)	
For Approval of Indirect Transfer of control of	)	
Qwest Corporation, Qwest Communications	)	
Company LLC, and Qwest LD Corp.	)	
_____	)	

REDACTED PRE-FILED EXHIBITS  
OF SPRINT/T-MOBILE (UT-100820)

August 13, 2010

Washington  
UT-100820  
Sprint Nextel 1-3S

INTERVENOR: Sprint Nextel

REQUEST NO: 3S

Please provide the total intrastate switched access revenues by access service rate element and local switching minutes of use ("MOUs") for the years ending 12-31-08 and 12-31-09 and the most recently available month-end for YTD 2010. Provide these data for each of the legal filing entities operating within the state.

RESPONSE:

Qwest objects to this request because it is not reasonably calculated to lead to the discovery of admissible or relevant evidence. As noted in the Application and Joint Applicant's testimony, the proposed transaction will not change the corporate identities of the CenturyLink or Qwest companies assessing access charges nor the tariffs underlying those charges. Moreover, switched access is an industry issue, and it is thus inappropriate to address switched access for the merging entities alone. Further, any attempt by the Joint Applicants to adjust access charges would have to be separately submitted to, and approved by the Commission. Review of, or adjustments to access charges have not been considered proper areas of inquiry in Commission dockets reviewing merger/acquisition transactions. See most recently, Commission orders in Docket No. UT-082119 (CenturyTel/Embarq) and Docket No. UT-090842 (Frontier/Verizon), neither of which address or adjust access charges.

This request is designed to "fish" for information that might be used in advocating positions on issues that are clearly outside the scope of this proceeding (i.e. adjustments to access charges). Therefore it is not reasonably calculated to lead to the discovery of admissible or relevant evidence in this proceeding.

Respondent: Legal  
Witness: None

Supplemental Response:

Please see Confidential Attachment A in Response to this Data Request.

Respondent: Lisa Hensley-Eckert

**REDACTED**

**Confidential Per Protective Order  
in WUTC Docket UT-100820**

CONFIDENTIAL EXHIBIT A

Qwest's Intrastate local switching minutes of use for WA:  
Qwest's rated average rate per minute:  
Qwest's total booked revenues:

Note: the average rate per minute is calculated based on billed revenues, versus booked revenues. The revenue amount provided above is booked revenues.

**REDACTED**

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 3  
Respondent: Legal  
Witness: None  
Response Date: July 23, 2010

3. Please provide the total intrastate switched access revenues by access service rate element and local switching minutes of use ("MOUs") for the years ending 12-31-08 and 12-31-09 and the most recently available month-end for YTD 2010. Provide these data for each of the legal filing entities operating within the state.

OBJECTION:

CenturyLink objects to this request because it is not reasonably calculated to lead to the discovery of admissible or relevant evidence. As noted in the Application and Joint Applicant's testimony, the proposed transaction will not change the corporate identities of the CenturyLink or Qwest companies assessing access charges nor the tariffs underlying those charges. Moreover, switched access is an industry issue, and it is thus inappropriate to address switched access for the merging entities alone. Further, any attempt by the Joint Applicants to adjust access charges would have to be separately submitted to, and approved by the Commission. Review of, or adjustments to access charges have not been considered proper areas of inquiry in Commission dockets reviewing merger/acquisition transactions. See most recently, Commission orders in Docket No. UT-082119 (CenturyTel/Embarq) and Docket No. UT-090842 (Frontier/Verizon), neither of which address or adjust access charges.

This request is designed to "fish" for information that might be used in advocating positions on issues that are clearly outside the scope of this proceeding (i.e. adjustments to access charges). Therefore it is not reasonably calculated to lead to the discovery of admissible or relevant evidence in this proceeding.

SUPPLEMENTAL RESPONSE:

Please see Confidential Attachment Sprint-3 for total intrastate switched access revenues and local switching minutes.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010

3. Please provide the total intrastate switched access revenues by access service rate element and local switching minutes of use ("MOUs") for the years ending 12-31-08 and 12-31-09 and the most recently available month-end for YTD 2010. Provide these data for each of the legal filing entities operating within the state.

**CENTURYTEL OF WASHINGTON, INC.**

Intrastate Switched Access Revenue  
 Intrastate Local Switching minutes of use ("MOUs")

	Total 2008	Total 2009	Jan - Mar 2010
Intrastate Switched Access Revenue	\$	\$	\$
Intrastate Local Switching minutes of use ("MOUs")			

**CENTURYTEL OF INTER ISLAND, INC.**

Intrastate Switched Access Revenue  
 Intrastate Local Switching minutes of use ("MOUs")

	Total 2008	Total 2009	Jan - Mar 2010
Intrastate Switched Access Revenue	\$	\$	\$
Intrastate Local Switching minutes of use ("MOUs")			

**CENTURYTEL OF COWICHE, INC.**

Intrastate Switched Access Revenue  
 Intrastate Local Switching minutes of use ("MOUs")

	Total 2008	Total 2009	Jan - Mar 2010
Intrastate Switched Access Revenue	\$	\$	\$
Intrastate Local Switching minutes of use ("MOUs")			

**Embarq/United Telephone of the Northwest - Washington**

Intrastate Switched Access Revenue  
 Intrastate Local Switching minutes of use ("MOUs")

	Total 2008	Total 2009	Jan - Mar 2010
Intrastate Switched Access Revenue	\$	\$	\$
Intrastate Local Switching minutes of use ("MOUs")			

REDACTED

August 13, 2010

Washington  
UT-100820  
Sprint Nextel 1-12S

INTERVENOR: Sprint Nextel

REQUEST NO: 12S

Provide the total intrastate switched access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total intrastate switched access charges Qwest charged CenturyLink affiliated IXC, total intrastate switched access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC for each ILEC legal entity.

RESPONSE:

Qwest objects to this request because the total level of access charges imposed is not reasonably calculated to lead to the discovery of admissible or relevant evidence. See also, Qwest's objections to Data Requests 3 and 4. Subject to and without waiving its objections, Qwest states that Qwest and each of its affiliates pay and receive payment from CenturyLink and each of its affiliates for intrastate switched access services pursuant to the tariffs filed by each entity with the Board. Qwest charges switched access rates to each of the affiliated IXCs out of the current tariff.

[http://tariffs.qwest.com:8000/Q\\_Tariffs/WA/index.htm](http://tariffs.qwest.com:8000/Q_Tariffs/WA/index.htm)

Respondent: Lisa Hensley-Eckert, Qwest  
Witness: None

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Supplemental Response:

Please see Confidential Attachment A to this Data Request.

Respondent: Lisa Hensley-Eckert

**Confidential Per Protective Order in  
WUTC Docket UT-100820**

CONFIDENTIAL ATTACHMENT A

Qwest has identified one Qwest affiliate and one CenturyLink affiliate which purchase switched access services from Qwest.

CenturyLink purchased \$ . in total WA intrastate switched access from Qwest in 2009.

Qwest Communications Company purchased \$ in total WA intrastate switched access from Qwest in 2009.

Note: These amounts reflect billed, not booked, revenue.

**REDACTED**

September 16, 2010

Washington  
UT-100820  
Sprint Nextel 1-13-S

INTERVENOR: Sprint Nextel

REQUEST NO: 13-S

Provide the interstate switched access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total interstate switched access charges Qwest charged CenturyLink affiliated IXC, total interstate switched access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

RESPONSE:

Qwest objects to this request because the total level of access charges imposed is not reasonably calculated to lead to the discovery of admissible or relevant evidence. See also, Qwest's objections to Data Requests 3 and 4. Qwest. Subject to and without waiving its objections, Qwest states that Qwest and each of its affiliates pay and receive payment from CenturyLink and each of its affiliates for interstate switched access services pursuant to the tariffs filed by each entity with the Commission.

Respondent: Legal

Witness: None

SUPPLEMENTAL RESPONSE: 9/16/2010

Please see Confidential Exhibit A to this Data Request.

Respondent: Candace Mowers, Qwest

Witness: TBD

**Confidential Per Protective Order in  
WUTC Docket UT-100820**



WASHINGTON 2009 INTERSTATE BILLED REVENUES		
CUSTOMER NAME	ACNA	TOTAL
CENTURY AREA LL	CAL	
QWEST COMMUNICATIONS	LGT	

This data reflects the interstate portion of switched access for the state of Washington only. These are the revenues paid to QC by CTL and QCC.

**REDACTED**

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 13  
Respondent: John Felz  
Witness: None  
Response Date: July 23, 2010

13. Provide the interstate switched access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total interstate switched access charges Qwest charged CenturyLink affiliated IXC, total interstate switched access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

OBJECTION:

CenturyLink objects to this request because the total level of access charges imposed is not reasonably calculated to lead to the discovery of admissible or relevant evidence. See also, CenturyLink's objections to Data Requests 3 and 4.

RESPONSE:

Subject to and without waiving its objections, CenturyLink states that CenturyLink and each of its affiliates pay and receive payment from Qwest and each of its affiliates for intrastate switched access services pursuant to the tariffs filed by each entity with the Commission.

SUPPLEMENTAL RESPONSE:

Please see Confidential Attachment Sprint 13

Supplemental Respondent: John Felz  
Supplemental Response Date: September 16, 2010

- 13 Provide the interstate switched access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total interstate switched access charges Qwest charged CenturyLink affiliated IXC, total interstate switched access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

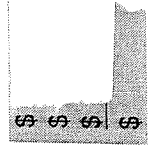
	2009
State	Interstate Switched Access Charges
WA	ILEC Legal Entity
WA	CENTURYTEL OF WASHINGTON, INC.
WA	CENTURYTEL OF INTER ISLAND, INC.
WA	United Telephone Company of the Northwest-WA



REDACTED

13 Provide the interstate switched access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total interstate switched access charges Qwest charged CenturyLink affiliated IXC, total interstate switched access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

State	ILEC Legal Entity	2009 Interstate Switched Access Charges
WA	CENTURYTEL OF WASHINGTON, INC.	\$
WA	CENTURYTEL OF INTER ISLAND, INC.	\$
WA	United Telephone Company of the Northwest-WA	\$



REDACTED

Confidential Per Protective Order in  
WUTC Docket UT-100820

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 14  
Respondent: John Felz  
Witness: None  
Response Date: July 23, 2010

14. Provide the total special access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total intrastate and interstate special access charges Qwest charged CenturyLink affiliated IXC, total intrastate and interstate special access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

OBJECTION:

CenturyLink objects to this request because the total level of access charges imposed is not reasonably calculated to lead to the discovery of admissible or relevant evidence. See also, CenturyLink's objections to Data Requests 3 and 4.

RESPONSE:

Subject to and without waiving its objections, CenturyLink states that CenturyLink and each of its affiliates pay and receive payment from Qwest and each of its affiliates for intrastate access services pursuant to the tariffs filed by each entity with the Commission.

SUPPLEMENTAL RESPONSE:

Please see Confidential Attachment Sprint-14

Supplemental Respondent: John Felz  
Supplemental Response Date: September 16, 2010

**Confidential Per Protective Order in  
WUTC Docket UT-100820**

14 Provide the total special access charges for the 2009 calendar year for each ILEC legal entity in the state imposed on each of the affiliated IXCs that will be part of the proposed merger. (e.g., total intrastate and interstate special access charges Qwest charged CenturyLink affiliated IXC, total intrastate and interstate special access charges CenturyLink charged Qwest affiliated IXC, etc.) Provide the charges separately by IXC and by ILEC legal entity.

State	ILEC Legal Entity	2009 Special Access	
		<u>Total</u>	<u>Intrastate</u>
WA	CENTURYTEL OF WASHINGTON, INC.	\$	\$
WA	CENTURYTEL OF INTER ISLAND, INC.	\$	\$
WA	CENTURYTEL OF COWICHE, INC.	\$	\$
WA	United Telephone Company of the Northwest-WA	\$	\$

REDACTED

Confidential Per Protective  
Order in WUTC Docket UT-  
100820

July 23, 2010

Washington  
UT-100820  
Sprint Nextel 1-0021

INTERVENOR: Sprint Nextel

REQUEST NO: 0021

Please identify and describe any intrastate switched access rates changes by rate element (increase or decreases) that happened in 2009 or 2010 or that are required to be made in the next five (5) years for each of the filing entities for CenturyLink and Qwest and whether those changes are required by state statute, Commission Order, Commission Administrative Rule or Commission approved alternative regulation plan/AFOR.

RESPONSE:

Qwest objects to this data request on the basis that it is not relevant and is not reasonably calculated to lead to the discovery of admissible evidence. Switched access rates should not be considered on an individual company basis, as explained in Qwest's comments in the Access/USF docket currently under way in Washington. The competitive distortions caused by failing to address switched access industry wide creates a disadvantage for ILECs who are forced to lower access rates while the direct competition is allowed to continue to offer subsidized local rates. Therefore switched access is most appropriately addressed in the current switched access/USF docket.

Subject to and without waiving its objections, Qwest states: Qwest's intrastate switched access rates in Washington did not change in 2009 or 2010, and Qwest is not currently subject to any requirement to change such rates in the future.

Respondent: Lisa Hensley Eckert, Staff Director Public Policy  
Witness: None

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 21  
Respondent: John Felz  
Witness: None  
Response Date: July 23, 2010

21. Please identify and describe any intrastate switched access rates changes by rate element (increase or decreases) that happened in 2009 or 2010 or that are required to be made in the next five (5) years for each of the filing entities for CenturyLink and Qwest and whether those changes are required by state statute, Commission Order, Commission Administrative Rule or Commission approved alternative regulation plan/AFOR.

OBJECTION:

CenturyLink objects to this request because it is not reasonably calculated to lead to the discovery of admissible or relevant evidence. As noted in the Application and Joint Applicant's testimony, the proposed transaction will not change the corporate identities of the CenturyLink or Qwest companies assessing access charges nor the tariffs underlying those charges. Moreover, switched access is an industry issue, and it is thus inappropriate to address switched access for the merging entities alone. Further, any attempt by the Joint Applicants to adjust access charges would have to be separately submitted to, and approved by the Commission. Review of, or adjustments to access charges have not been considered proper areas of inquiry in Commission dockets reviewing merger/acquisition transactions. See most recently, Commission orders in Docket No. UT-082119 (CenturyTel/Embarq) and Docket No. UT-090842 (Frontier/Verizon), neither of which address or adjust access charges.

RESPONSE:

Subject to and without waiving its objections, CenturyLink states:

Please see Attachment Sprint-21 for the changes to CenturyLink's Washington intrastate access rates completed in 2009 and 2010, and those that are known for future years.



**United Telephone Company of the Northwest - Washington**

**Filings**

	<u>Old Rate</u>	<u>New Rate</u>	<u>Effective Date</u>	<u>Reason For Filing</u>
Line Extension Rate Additive - Terminating CCL - Increase	\$0.004207	\$0.007200	March 13, 2009	Compliance
Originating CCL - Premium - Reduction	\$0.010000	\$0.000000	January 1, 2010	Compliance - Settlement in Docket 081393
Originating CCL - Non-Premium - Reduction	\$0.005000	\$0.000000	January 1, 2010	Compliance - Settlement in Docket 081393
Originating Local Switching (LS1) - Reduction	\$0.020740	\$0.015817	January 1, 2010	Compliance - Settlement in Docket 081393
Originating Local Switching (LS2) - Reduction	\$0.020740	\$0.015817	January 1, 2010	Compliance - Settlement in Docket 081393
Line Extension Rate Additive - Terminating CCL - Eliminate	\$0.007200	\$0.000000	March 12, 2010	Compliance
Interim USF Additive - Terminating - Reduction	\$0.648510	\$0.048638	January 1, 2011	Compliance - Settlement in Docket 081393
Interim USF Additive - Terminating - Reduction	\$0.486380	\$0.324260	January 1, 2012	Compliance - Settlement in Docket 081393

**CenturyTel of Washington**

**Filings - CenturyTel of Washington and InterIsland**

**Reason For Filing**

**Effective Date**

**New Rate**

**Old Rate**

CCL - Premium - Terminating - Reduction	\$0.058670	\$0.057910	March 1, 2009	Concurs in WECA WN U-1
CCL - Non-Premium - Terminating - Reduction	\$0.029340	\$0.028960	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim Access Rate (Credit) - Premium - Terminating - Reduction	(\$0.058670)	(\$0.057910)	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim Access Rate (Credit) - Non-Prem - Terminating - Reduction	(\$0.029340)	(\$0.028960)	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim USF Rate - Terminating - Reduction	\$0.058670	\$0.057910	March 1, 2009	Concurs in WECA WN U-1
Line Extension Rate Additive - Terminating CCL - Eliminate	\$0.001927	\$0.000000	February 28, 2010	Compliance

**Filings - CenturyTel of Cowiche**

CCL - Premium - Terminating - Reduction	\$0.058670	\$0.057910	March 1, 2009	Concurs in WECA WN U-1
CCL - Non-Premium - Terminating - Reduction	\$0.029340	\$0.028960	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim Access Rate (Credit) - Premium - Terminating - Reduction	(\$0.058670)	(\$0.057910)	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim Access Rate (Credit) - Non-Prem - Terminating - Reduction	(\$0.029340)	(\$0.028960)	March 1, 2009	Concurs in WECA WN U-1
CCL - Interim USF Rate - Terminating - Reduction	\$0.058670	\$0.057910	March 1, 2009	Concurs in WECA WN U-1

July 23, 2010

Washington  
UT-100820  
Sprint Nextel 1-0022

INTERVENOR: Sprint Nextel

REQUEST NO: 0022

Please list by entity how many section 251/252 interconnection agreements with CLECs and CMRS carriers that each of the CenturyLink and Qwest ILECs has in the state.

RESPONSE:

In Washington, Qwest has 135 Wireline Interconnection Agreements with CLECs, 20 stand alone Resale Agreements and 17 Wireless Interconnection Agreements with CMRS carriers.

Respondent: Larry Christensen  
Witness: None

Washington

Docket No. 100820

Response to Sprint Data Request No. 22

Respondent: Steve Givner

Witness: None

Response Date: July 23, 2010

22. Please list by entity how many section 251/252 interconnection agreements with CLECs and CMRS carriers that each of the CenturyLink and Qwest ILECs has in the state.

RESPONSE:

See below for the information for CenturyLink in Washington.

CMRS Interconnection - 27  
CLEC Interconnection - 35  
CLEC Resale - 16  
CLEC Traffic Exchange - 13  
CLEC Total - 64

Washington  
UT-100820  
Sprint Nextel 1-32S

INTERVENOR: Sprint Nextel

REQUEST NO: 32S

If the CenturyLink or Qwest entities have different technical interconnection requirements under section 251/252 agreements with CLECs and/or wireless carriers explain why they have those differences and describe the differences.

RESPONSE:

Qwest objects to this request because it seeks to require Qwest to perform analysis and studies, rather than provide existing information. Qwest and CenturyLink are separate companies, and Qwest has not performed a comparative analysis of the interconnection requirements of Qwest and CenturyLink. Subject to and without waiving its objections, the requirements for interconnection with Qwest in Washington "technical" and otherwise are set forth in the various Washington interconnection agreements on file and approved by the Commission.

Respondent: Qwest Legal and Larry Christensen  
Witness: None

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Supplemental Response:

Different technical interconnection requirements, to the extent there are such differences between the companies, are likely based on historical network configuration and technology choices made by each company. As noted in the original response to this request, to know what differences, if any, exist between CenturyLink and Qwest regarding the technical interconnection requirements of each company would require a special study. Because the nature of this transaction is a stock acquisition, there will be no need to make changes to interconnection agreements; the parties to the agreements will remain the same and no changes in terms are necessary so any technical interconnection requirements Sprint currently has with each company will remain the same and identifying any differences between the companies is unnecessary.

Respondent: Carolyn Hammack, Qwest  
Witness: TBD

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 32  
Respondent: Legal  
Witness: None  
Response Date: July 23, 2010

32. If the CenturyLink or Qwest entities have different technical interconnection requirements under section 251/252 agreements with CLECs and/or wireless carriers explain why they have those differences and describe the differences.

OBJECTION:

CenturyLink objects to this request because it seeks to require CenturyLink to perform analysis and studies, rather than provide existing information. Qwest and CenturyLink are separate companies, and CenturyLink has not performed a comparative analysis of the interconnection requirements of Qwest and CenturyLink.

RESPONSE:

Subject to and without waiving its objections, the requirements for interconnection with CenturyLink in Washington – “technical” and otherwise – are set forth in the various Washington interconnection agreements on file and approved by the Commission.

SUPPLEMENTAL RESPONSE:

Different technical interconnection requirements, to the extent there are such differences between the companies, are likely based on historical network configuration and technology choices made by each company. As noted in the original response to this request, to know what differences, if any, exist between CenturyLink and Qwest regarding the technical interconnection requirements of each company, would require a special study. Because the nature of this transaction is a stock acquisition, there will be no need to make changes to interconnection agreements; the parties to the agreements will remain the same and no changes in terms are necessary so any technical interconnection requirements Sprint currently has with each company will remain the same and identifying any differences between the companies is unnecessary.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010

Washington  
UT-100820  
Sprint Nextel 1-33S

INTERVENOR: Sprint Nextel

REQUEST NO: 33S

Are there any interconnection arrangements, terms or conditions from section 25 1/252 interconnection agreements that the Qwest ILECs have in the state with CLECs and/or CMRS carriers that are not technically feasible to be ported into an interconnection agreement for the CenturyLink ILECs in the state? If the answer is yes, identify the arrangement, term or condition and please explain.

RESPONSE:

Qwest objects to this data request on the basis that it seeks information that is not relevant to the issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Further, it is overly broad and unduly burdensome, calling for the analysis of technical feasibility of all of the terms and conditions in nearly 200 agreements in Washington (135 for Qwest, 64 for CenturyLink). Further, Qwest is not in a position to determine technical infeasibility for CenturyLink.

Without waiver of this objection, Qwest further states that if "port" means to adopt on a pick and choose basis, there is no legal requirement to "port" any interconnection arrangements, terms or conditions from any of Qwest's ICAs into a CenturyLink ICA. If Sprint is seeking to explore a renegotiation of, or amendment to, its existing ICAs with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252.

Respondent: Qwest Legal  
Witness: None

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Supplemental Response:

As stated in the original response to this request, Qwest is not in a position to determine technical infeasibility for CenturyLink. Different technical interconnection requirements, to the extent there are such differences between the companies, are likely based on historical network configuration and technology choices made by each company.

Because the nature of this transaction is a stock acquisition, there will be no need to make changes to interconnection agreements; the parties to the agreements will remain the same and no changes in terms are necessary so any terms or conditions contained in the agreements Sprint has with the respective companies remain intact. Further, the interconnection agreements of Qwest and Centurylink reflect varying legal precedent and obligations that are not appropriate for "porting" to the other company's agreements. For example, Qwest's interconnection agreements contain terms and conditions required as a result of Qwest's classification as a Regional Bell Operating Company (RBOC) in meeting the requirements of the Section 271 checklist and the associated FCC decisions approving applications filed under that section. Qwest's agreements include, for example, detailed Service Performance

Indicators that were developed in the context of the 271 process and are based on Qwest's processes, procedures, network configuration, facility availability, etc. There is no legal basis to require CenturyLink to assume RBOC obligations within its legacy operating territory with the state.

Along the same line, Qwest's interconnection agreements contain a Performance Assurance Plan which was a condition imposed at the time the FCC approved Qwest's Section 271 applications. Again, there is no legal basis to require CenturyLink to assume this RBOC obligation within its legacy operating territory within a state.

More generally, the terms and conditions contained in Qwest's interconnection agreements are the result of negotiations, commission proceedings such as cost dockets and arbitrations, that were based on Qwest-specific costs, processes, procedures, network facilities and configurations. The terms and conditions arrived at via these proceedings may not be technically feasible for CenturyLink. Qwest has not performed an analysis of the technical feasibility for CenturyLink of all of the terms and conditions contained in Qwest's interconnection agreements in Washington. CenturyLink has no legal obligation to incorporate such terms and conditions into its interconnection agreements in its legacy operating territory within the state.

As stated in the original response to this request, If Sprint is seeking to explore a renegotiation of, or amendment to, its existing interconnection agreements with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252. Section 252 contains a well-established path for negotiation of interconnection agreements subject to review and possible arbitration by the states. There is no reason, in the context of the Commission's merger analysis, to prescribe certain terms and conditions to be included or prohibited in the combined company's respective interconnection agreements.

Respondent: Candace Mowers, Qwest  
Witness: TBD

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 33  
Respondent: Legal  
Witness: None  
Response Date: July 23, 2010

33. Are there any interconnection arrangements, terms or conditions from section 251/252 interconnection agreements that the Qwest ILECs have in the state with CLECs and/or CMRS carriers that are not technically feasible to be ported into an interconnection agreement for the CenturyLink ILECs in the state? If the answer is yes, identify the arrangement, term or condition and please explain.

OBJECTION:

CenturyLink objects to this data request on the basis that it seeks information that is not relevant to the issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Further, it is overly broad and unduly burdensome, calling for the analysis of technical feasibility of all of the terms and conditions in nearly 200 agreements in Washington (135 for Qwest, 64 for CenturyLink).

RESPONSE:

Without waiver of this objection, CenturyLink further states that if "port" means to adopt on a pick and choose basis, there is no legal requirement to "port" any interconnection arrangements, terms or conditions from any of Qwest's ICAs into a CenturyLink ICA. If Sprint is seeking to explore a renegotiation of, or amendment to, its existing ICAs with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252.

SUPPLEMENTAL RESPONSE:

Please see Qwest's supplemental response to this request.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010



Washington  
Docket No. 100820  
Response to Sprint Data Request No. 34  
Respondent: Legal  
Witness: None  
Response Date: July 23, 2010

34. Are there any interconnection arrangements, terms or conditions from section 251/252 interconnection agreements that the CenturyLink ILECs have in the state with CLECs and/or CMRS carriers that are not technically feasible to be ported into an interconnection agreement for the Qwest ILECs in the state? If the answer is yes, identify the arrangement, term or condition and please explain.

OBJECTION:

CenturyLink objects to this data request on the basis that it seeks information that is not relevant to the issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Further, it is overly broad and unduly burdensome, calling for the analysis of technical feasibility of all of the terms and conditions in nearly 200 agreements in Washington (135 for Qwest, 64 for CenturyLink). Further, CenturyLink is not in a position to determine technical infeasibility for Qwest.

RESPONSE:

Without waiver of this objection, CenturyLink further states that if "port" means to adopt on a pick and choose basis, there is no legal requirement to "port" any interconnection arrangements, terms or conditions from any of CenturyLink's ICAs into a Qwest ICA. If Sprint is seeking to explore a renegotiation of, or amendment to, its existing ICAs with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252.

SUPPLEMENTAL RESPONSE:

As stated in the original response to this request, CenturyLink is not in a position to determine technical infeasibility for Qwest. Different technical interconnection requirements, to the extent there are such differences between the companies, are likely based on historical network configuration and technology choices made by each company.

Because the nature of this transaction is a stock acquisition, there will be no need to make changes to interconnection agreements; the parties to the agreements will remain the same and no changes in terms are necessary so any terms or conditions contained in the agreements Sprint has with the respective companies remain in tact. Further, the interconnection agreements of Qwest and Centurylink reflect varying legal precedent and obligations that are not appropriate for "porting" to the other company's agreements.

More generally, the terms and conditions contained in CenturyLink's interconnection agreements are the result of negotiations, commission proceedings such as cost dockets and arbitrations, that were based on CenturyLink-specific costs, processes, procedures, network facilities and configurations. The terms and conditions arrived at via these proceedings may not be technically feasible for Qwest – CenturyLink has not performed an analysis of the technical feasibility for Qwest of all of the terms and conditions contained in CenturyLink's interconnection agreements in Washington. Qwest has no legal obligation to incorporate such terms and conditions into its interconnection agreements in its legacy operating territory within the state.

As stated in the original response to this request, If Sprint is seeking to explore a renegotiation of, or amendment to, its existing interconnection agreements with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252. Section 252 contains a well-established path for negotiation of interconnection agreements subject to review and possible arbitration by the states. There is no reason, in the context of the Commission's merger analysis, to prescribe certain terms and conditions to be included or prohibited in the combined company's respective interconnection agreements.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010

August 13, 2010

Washington  
UT-100820  
Sprint Nextel 1-35S

INTERVENOR: Sprint Nextel

REQUEST NO: 35S

Besides technical feasibility issues identified in response to question 33, is there any other basis or reason why any interconnection arrangements, terms or conditions from section 251/252 interconnection agreements that the Qwest ILECs have in the state with CLECs and/or CMRS carriers cannot be ported into an interconnection agreement for the CenturyLink ILECs in the state? If the answer is yes, identify the arrangement, term or condition and please explain.

RESPONSE:

Qwest objects to this data request on the basis that it seeks information that is not relevant to the issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Further, it is overly broad and unduly burdensome, calling for the analysis of technical feasibility of all of the terms and conditions in nearly 200 agreements in Washington (135 for Qwest, 64 for CenturyLink). Further, Qwest is not in a position to determine technical infeasibility for CenturyLink.

Without waiver of this objection, Qwest further states that if "port" means to adopt on a pick and choose basis, there is no legal requirement to "port" any interconnection arrangements, terms or conditions from any of Qwest's ICAs into a CenturyLink ICA. If Sprint is seeking to explore a renegotiation of, or amendment to, its existing ICAs with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252.

Respondent: Qwest Legal  
Witness: None

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Supplemental Response:

See Supplemental Response to 1-33.

Respondent: Candace Mowers  
Witness: TBD

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 35  
Respondent: Legal  
Witness: None  
Response Date: July 23, 2010

35. Besides technical feasibility issues identified in response to question 33, is there any other basis or reason why any interconnection arrangements, terms or conditions from section 251/252 interconnection agreements that the Qwest ILECs have in the state with CLECs and/or CMRS carriers cannot be ported into an interconnection agreement for the CenturyLink ILECs in the state? If the answer is yes, identify the arrangement, term or condition and please explain.

OBJECTION:

CenturyLink objects to this data request on the basis that it seeks information that is not relevant to the issues in this case, and is not reasonably calculated to lead to the discovery of admissible evidence. Further, it is overly broad and unduly burdensome, calling for the analysis of technical feasibility of all of the terms and conditions in nearly 200 agreements in Washington (135 for Qwest, 64 for CenturyLink).

RESPONSE:

Without waiver of this objection, CenturyLink further states that if "port" means to adopt on a pick and choose basis, there is no legal requirement to "port" any interconnection arrangements, terms or conditions from any of Qwest's ICAs into a CenturyLink ICA. If Sprint is seeking to explore a renegotiation of, or amendment to, its existing ICAs with Qwest or CenturyLink, Sprint should submit a request for negotiations pursuant to Section 252.

SUPPLEMENTAL RESPONSE:

Please see Qwest's supplemental response to this request.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010

Washington  
UT-100820  
Sprint Nextel 1-41 S-2

INTERVENOR: Sprint Nextel

REQUEST NO: 41 S-2

List the number of local access lines and total revenues received from those access lines that Qwest and its affiliates have in CenturyLink ILEC territories in the state.

RESPONSE:

Please see Highly Confidential Attachment A.

Respondent: Robert Brigham, Qwest  
Witness: None

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Supplemental Response:

Qwest has determined to redesignate the Highly Confidential Response to Confidential. See Confidential Attachment A.

Respondent: Robert Brigham, Qwest Witness:  
None

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Supplemental Response 41 S-2

September 1, 2010:

See Confidential Attachment A in Response to this Data Request.

Respondent: Robert Brigham, Qwest

Witness: TBD

CONFIDENTIAL ATTACHMENT A

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**Qwest Supplemental Response 41S2 to Sprint DR 41: September 1, 2010**

**REDACTED**

CONFIDENTIAL PURSUANT TO PROTECTIVE ORDER  
IN DOCKET NO. UT-100820

Washington  
Docket No. 100820  
Response to Sprint Data Request No. 42  
Respondent: John Felz  
Witness: None  
Response Date: July 23, 2010

42. List the number of local access lines and total revenues received from those access lines that CenturyLink and its affiliates have in Qwest ILEC territories in the state.

RESPONSE:

Subject to and without waiving this objection, to the extent not otherwise objectionable, CenturyLink responds as follows:

CenturyLink provides certain Ethernet services to a small number of customers (less than 20) in the Olympia, Tumwater and Spokane markets in Qwest territory.

SUPPLEMENTAL RESPONSE:

As stated in the original response, CenturyLink provides Ethernet services to a small number of customers within the Qwest ILEC territory, but in none of these locations does CenturyLink provide local "access lines" as defined in the request. Therefore, in the state of Washington, CenturyLink does not have any "access lines" or "access line revenues" in Qwest ILEC territory.

Supplemental Respondent: John Felz  
Supplemental Response Date: August 13, 2010