

July 23, 2010

MRH -15

Washington
UT-100820
Sprint Nextel 1-0036

INTERVENOR: Sprint Nextel

REQUEST NO: 0036

Besides technical feasibility issues identified in response to question 34, is there any other basis or reason why 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 cannot 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.

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, XX 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

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Washington
Docket No. 100820
Response to Sprint Data Request No. 36
Respondent: Legal
Witness: None
Response Date: July 23, 2010

36. Besides technical feasibility issues identified in response to question 34, is there any other basis or reason why 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 cannot 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:

Please see CenturyLink's Supplemental Response to Data Request 34.

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