

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

IN THE MATTER OF A COMPLAINT
BY THE JOINT CLECs AGAINST
THE JOINT APPLICANTS
REGARDING OSS FOR
MAINTENANCE AND REPAIR

Docket No. UT-111254

QWEST CORPORATION AND
CENTURYLINK'S ANSWER TO
COMPLAINT

As set forth below, Qwest Corporation and CenturyLink, Inc. ("Qwest/CenturyLink"), answer the allegations raised by Complainants Integra Telecom, PAETEC Business Services, and tw telecom of Washington ("Joint CLECs" or "Complainants") in the Complaint filed with the Commission on July 11, 2011 (the "Complaint"). Qwest generally denies the allegations of the Complaint, except where specifically admitted. Qwest's response to the allegations of the Complaint follows, using the same paragraph numbers and section headings used in the Complaint.

Nature of the Action

1. Paragraph 1 of the Complaint makes no allegations, and provides only an introductory statement regarding the nature of the action. Thus, a response is not required. To the extent a response is required: Denied.

2. Regarding Paragraph 2 of the Complaint, Qwest/CenturyLink denies allegations in this Complaint regarding any of its conduct except as specifically admitted herein.

Qwest Corporation admits that it has undertaken plans to offer a new Operations Support System (OSS) – the Maintenance Ticket Gateway ("MTG") – for the voluntary use of wholesale and (usually large) retail customers. Qwest Corporation does not use MEDIACC internally;

MEDIACC is an interface that allows other users to interface with Qwest Corporation repair systems. Qwest Corporation's reference to its own use of MTG, or to moving internal customers, refers to non-CLEC customers who desire to use MTG. Qwest Corporation will make MTG available as an optional alternative to MEDIACC for all customers that wish to use it.

Pre-merger, Qwest announced through the Change Management Process ("CMP") its plan to retire and replace the repair OSS (CEMR/MEDIACC) with a new repair system, Maintenance Ticketing Gateway or "MTG". The MEDIACC system uses outdated and obsolete hardware, much of which is manufacturer-discontinued. An update to a new system is important to maintaining the stability of interfaces with repair systems. The MEDIACC system is currently stable, but is fourteen years old and could begin experiencing problems in the near future, so developing a backup system and an eventual replacement is important to maintain quality levels of service for CLECs and their customers. In fact, several of Qwest's wholesale customers have requested that Qwest begin offering an XML compliant system like MTG, to improve their service quality and access to Qwest/CenturyLink systems.

Importantly, this activity is not an integration of Qwest and CenturyLink systems. Qwest began planning to offer MTG and preliminarily announced its plans in a Change Request ("CR") in the CMP in December 2008, before the Qwest/CenturyLink merger was even proposed. The initial CR identified the system as CTG, later changing the name of the system to MTG. The CR was deferred in April 2009 and returned to development status on November 10, 2010.

More recently, in the May 18, 2011 CMP meeting – which took place a week before the Integra Letter was filed with the Commission – CenturyLink proposed that the MEDIACC retirement Change Request (CR) be withdrawn, and the industry representatives agreed. As a

result of the May 18 meeting, the portion of the CR pertaining to the retirement of MEDIACC has been withdrawn.¹ MEDIACC continues to be offered by Qwest/CenturyLink and remains available for wholesale customer use. In fact, as a result of the continued efforts of Qwest/CenturyLink's technical team, the CEMR online interface was upgraded to a stable hardware and software platform that interfaces well with the current MEDIACC application and seamlessly to an MTG application so that CEMR can remain available if MEDIACC is ultimately replaced.

The MTG application that will be offered is an added interface option for customers to use, not a change or replacement to existing systems. MTG will be developed and designed to match industry standards. MEDIACC will not be retired at this time and no carrier will be forced to implement MTG prior to October 2013, under processes and timetables consistent with Qwest/CenturyLink's merger commitments, agreements, and the orders of this Commission. Even if CLECs do not participate in the processes currently underway for development of MTG, Qwest/CenturyLink will provide full and fair opportunity for interested CLECs to comment on those issues in 2013, as provided in the disclosed timelines. Any election by any CLEC to postpone offering input on the development of MTG during 2011 will not be prejudicial to its rights and opportunity to have its input fully and fairly considered during 2013 consistent with merger agreements, commitments, and commission orders.

3. Paragraph 3 of the Complaint describes the Exhibits attached to the Complaint. The Exhibits and other documents described are voluminous, and Qwest/CenturyLink has not had time to examine all the documents. To the extent that the Exhibits and other documents are excerpts from interconnection agreements, or are documents produced or prepared by Qwest/CenturyLink, those documents speak for themselves and no admission or denial is

¹ The CR was updated through CMP on May 31, 2011 to reflect a withdrawal date of May 18, 2011.

required. However, Qwest/CenturyLink denies that all relevant documents or events are included in the Exhibits and chronology of events, and denies any of Complainants' characterizations in those documents that are inconsistent with the positions stated herein.

Parties and Jurisdiction

4. Complaint paragraph 4. Qwest/CenturyLink does not have specific knowledge of the corporate status alleged by Joint CLECs, and accordingly denies the allegations, but does not anticipate disputing such allegations.

5. Complaint paragraph 5 - Admitted.

6. Complaint paragraph 6 - Admitted.

7. Complaint paragraph 7 - Denied in part. Qwest Corporation ("QC") is a Colorado corporation. QC is a wholly owned subsidiary of Qwest Communications International Inc., a Delaware corporation, which is in turn a wholly owned subsidiary of CenturyLink, Inc., a Louisiana corporation. Of these, only QC is certified as a telecommunications provider in Washington.

8. Complaint paragraph 8 - Denied in part. There are several corporations affiliated with CenturyLink, Inc. See response to ¶ 7.

9. Complaint paragraph 9 – Deny that CenturyLink, Inc., is a public service company or a telecommunications company as those terms are defined in RCW Title 80. Admitted as to Qwest Corporation.

10. Complaint paragraph 10 - Admitted.

11. Complaint paragraph 11 – Admitted.

Factual Allegations

12. Complaint paragraph 12 - Admitted.

13. Complaint paragraph 13 - Admitted.

14. Complaint paragraph 14 - Admitted in part. Qwest/CenturyLink admits that the two-year period agreed to in Washington was modified to a 30-month period by later agreements and Qwest/CenturyLink's FCC commitments, but denies that Integra has appropriately characterized or interpreted paragraph 12 of the Integra Agreement.

15. Complaint paragraph 15 - Admitted in part, subject to the clarification set forth in connection with paragraph 14 above, that Integra has not appropriately characterized or interpreted paragraph 12 of the Integra Agreement.

16. Complaint paragraph 16 - Admitted in part. As detailed in Qwest/CenturyLink's response to ¶ 2 above, the voluntary offering of MTG is not an integration of Qwest and CenturyLink systems, but an update of legacy Qwest systems that was first announced two years prior to the merger. Moreover, absent a catastrophic failure of MEDIACC, MTG will not operate as a replacement for any Qwest system at least until the agreed-upon 30-month period has expired. Qwest/CenturyLink has provided notice to Joint CLECs and others that the procedures established in the Integra Agreement will be followed prior to the replacement of MEDIACC with MTG.

17. Complaint paragraph 17 is an excerpt from Joint Applicants' reply brief in Docket No. UT-100820. To the extent that Complainants have not included all of the text of the cited paragraphs 23 and 24, Qwest/CenturyLink deny that this is a complete quotation from the brief. Further, to the extent that emphasis has been added by the Complainants, Complainants seek to suggest a different meaning than Joint Applicants intended. Further, and most importantly, Complainants have omitted language from the brief that places the quoted portion in context. At the beginning of paragraph 23 of the reply brief, Joint Applicants provided the following context

for the discussion that follows: “[t]he major premise underlying the CLECs’ proposed OSS conditions is the unsupported assertion that CenturyLink plans to promptly uproot Qwest’s OSS in Qwest territories and replace it with a CenturyLink OSS.” Thus, the concern that was being addressed in that reply brief was the concern about a discontinuance of a Qwest system, and replacement with a CenturyLink system. Neither of those events is occurring here.

18. Complaint paragraph 18 - Admitted in part. Mr. Hunsucker testified in Minnesota. Qwest/CenturyLink denies that Joint CLECs have correctly characterized Mr. Hunsucker’s testimony in the Minnesota proceeding or that such testimony is relevant in this proceeding.

19. Complaint paragraph 19 - Admitted in part. Mr. Hunsucker testified in Minnesota. Qwest/CenturyLink denies that Joint CLECs have correctly characterized Mr. Hunsucker’s testimony in the Minnesota proceeding or that such testimony is relevant in this proceeding.

20. Complaint paragraph 20 – Admitted in part. Qwest/CenturyLink denies that the Complainants have correctly characterized the Minnesota or Colorado testimony, or that such testimony is relevant in this proceeding.

21. Complaint paragraph 21 - Admitted in part. Qwest/CenturyLink denies that the Complainants have correctly characterized the Minnesota testimony, or that such testimony is relevant in this proceeding.

22. Complaint paragraph 22 - Admitted in part. Qwest/CenturyLink denies that the Complainants have correctly characterized the cited testimony, including in footnote 21, or that such testimony is relevant in this proceeding.

23. Complaint paragraph 23 - Qwest/CenturyLink admits the first two sentences of ¶ 23, but denies the remaining allegations.

24. Complaint paragraph 24 – Qwest/CenturyLink admits the first sentence of this paragraph. The Integra Agreement speaks for itself, and Qwest/CenturyLink denies any characterization of it that is inconsistent with the language of the Agreement.

25. Complaint paragraph 25 - Admitted in part. The selected excerpt is not the entirety of the Integra Settlement, and emphasis is not contained in the original document. Further context is required to provide full meaning. To the extent that this excerpt is alleged to represent the entire relevant portion of the Integra Settlement, Denied.

26. Complaint paragraph 26 - Admitted.

27. Complaint paragraph 27 - Admitted in part. Paragraphs 2, 10, 11, and 12 of the Integra Settlement speak for themselves, and any summary, characterization, or allegations in this paragraph that are inconsistent with Settlement are denied.

28. Complaint paragraph 28 - Admitted in part. The selected excerpt is not the entirety of the referenced testimony, and context is required to provide full meaning. To the extent that this excerpt is alleged to represent the entirety of the quoted testimony, Denied.

29. Complaint paragraph 29 - Admitted in part. The selected excerpt is not the entirety of the referenced filing, and context is required to provide full meaning. To the extent that this excerpt is alleged to represent the entirety of the quoted filing, Denied.

30. Complaint paragraph 30 - Admitted in part. The selected excerpt is not the entirety of the referenced testimony, and context is required to provide full meaning. To the extent that this excerpt is alleged to represent the entirety of the quoted testimony, Denied.

31. Complaint paragraph 31 - Admitted in part. See response to ¶ 2.

Qwest/CenturyLink first notified Joint CLECs of plans – later withdrawn – to retire MEDIACC and replace it with MTG in 2008. In May 2011, Qwest announced it would no longer be retiring MEDIACC during 2011, but would postpone the replacement of that system until 2013, consistent with the Integra Agreement.

32. Complaint paragraph 32 – Denied.

33. Complaint paragraph 33 - Denied.

34. Complaint paragraph 34 - Admitted.

35. Complaint paragraph 35 – Admitted, except for the last sentence which is denied, as the Complaint does not represent the views of all CLECs.

36. Complaint paragraph 36 - Denied.

37. Complaint paragraph 37 - Denied.

38. Complaint paragraph 38 - Admitted in part. The selected excerpts and summaries are not the entirety of the referenced testimony, and context is required to provide full meaning. To the extent that this excerpt and summary is alleged to represent the entirety of the referenced testimony, Denied.

39. Complaint paragraph 39 - Admitted.

40. Complaint paragraph 40 - Admitted in part. The selected excerpt is not the entirety of the referenced testimony, and context is required to provide full meaning. To the extent that this excerpt is alleged to represent the entirety of the quoted testimony, Denied.

41. Complaint paragraph 41 - Admitted in part. The selected excerpts and summaries are not the entirety of the referenced testimony, and context is required to provide full meaning.

To the extent that this excerpt and summary is alleged to represent the entirety of the referenced testimony, Denied.

42. Complaint paragraph 42 - Admitted in part. The selected excerpts and summaries are not the entirety of the referenced testimony, and context is required to provide full meaning. To the extent that this excerpt and summary is alleged to represent the entirety of the referenced testimony, Denied.

43. Complaint paragraph 43 - Admitted that Integra submitted comments in the CMP forum; denied that Integra's comments were accurate or correct.

44. Complaint paragraph 44 - Admitted that PAETEC mirrored Integra's comments; denied that PAETEC's or Integra's comments were accurate or correct; denied that either Integra or PAETEC speak on behalf, represent, or are typical of other CLECs.

45. Complaint paragraph 45 – Admitted in part. The selected excerpts and summaries are not the entirety of the referenced discussions, and context is required to provide full meaning. To the extent that this excerpt and summary is alleged to represent the entirety of the referenced discussions, Denied.

46. Complaint paragraph 46 - Admitted that Integra's quotation of part of Qwest's comments is correct; denied that these were all the comments offered and denied that Joint CLECs' selective quotation is fair or representative.

47. Complaint paragraph 47 - Denied.

48. Complaint paragraph 48 - Admitted that Integra sent an e-mail on February 9, 2011; denied that Integra fairly or accurately characterizes Qwest's statements, and further deny that there has been any inconsistency with merger commitments.

49. Complaint paragraph 49 – Denied.

50. Complaint paragraph 50 - Admitted that Joint Applicants entered into a settlement with tw telecom; denied that Joint CLECs' summary is complete or sufficient.

51. Complaint paragraph 51 - Admitted that Integra continued to seek answers; denied otherwise, as the answers requested were and continue to be timely provided, and despite the full, fair, and complete answers provided, Integra continues to raise repetitive and irrelevant inquiries unsupported by the settlement agreement or any other provision of law.

52. Complaint paragraph 52 - Admitted that Joint Applicants entered into a settlement with PAETEC and other CLECs; denied that Joint CLECs' summary is complete or sufficient.

53. Complaint paragraph 53 – Admitted.

54. Complaint paragraph 54 - Admitted that Qwest sent the indicated statement in CMP; denied otherwise, as Qwest has the right to discontinue use of applications that are not used by any other parties, and this right arises independent of the merger settlement agreement – though the right is consistent with the merger settlement agreement.

55. Complaint paragraph 55 - Admitted that the FCC approved the Qwest/CenturyLink merger; denied otherwise, as Integra's summary of the FCC order and the Qwest/CenturyLink FCC merger commitments is incomplete and fails to provide proper context. Moreover, the FCC merger order and the Qwest/CenturyLink commitments that gave rise to that order did not contemplate that the FCC merger order would change the bargain that Qwest/CenturyLink and Integra struck with the Integra Agreement.

56. Denied; see discussion in response to ¶ 55.

57. Complaint paragraph 57 - Admitted.

58. Complaint paragraph 58 - Admitted that the merger was completed on April 1, 2011. Admitted that Qwest Corporation continues as an entity separate from but affiliated with

CenturyLink, Inc. Denied that CenturyLink, Inc. is a “telecommunications entity,” as the term appears vague. CenturyLink, Inc. is a corporation involved in the telecommunications business, but is not a certificated carrier in Washington, does not provide telecommunications services in Washington, and is not a party to any interconnection agreement. CenturyLink, Inc. was a party to Docket No. UT-100820 and is a party to the Integra merger settlement agreement.

59. Complaint paragraph 59 - Admitted that the “OSS CR” was discussed at the April 11, 2011 CMP meeting. Denied otherwise, as the summary of the information provided is incomplete, and the information exchanged at the April 11 meeting has been updated or revised.

60. Complaint paragraph 60 - Admitted that Qwest sent Integra the email. Denied otherwise, as the summary is incomplete, and the remainder of the paragraph is argumentative. Qwest/CenturyLink is proceeding with offering and later implementing MTG consistent with merger settlement agreements with the Joint CLECs, this Commission’s orders, and FCC commitments and orders.

61. Complaint paragraph 61 – Admitted that Integra sent Qwest/CenturyLink an e-mail on May 3, 2011. Denied as to any remaining allegations.

62. Complaint paragraph 62 – Admitted that Qwest/CenturyLink have not filed plans with the Commission, but denies that it has any obligation to do so.

63. Complaint paragraph 63 - Admitted that Integra sent Qwest/CenturyLink an e-mail on May 3, 2011. Denied as to any remaining allegations.

64. Complaint paragraph 64 - Denied.

65. Complaint paragraph 65 - Admitted that Qwest/CenturyLink and Integra met on May 4, 2011; Integra’s characterization of the meeting and other facts is denied.

66. Complaint paragraph 66 - Admitted that MTG is a new system. Denied that MTG will replace MEDIACC, at least for CLEC use, until compliance with merger commitments, settlement agreements, and commission orders is completed – which Qwest/CenturyLink have indicated would not occur until 2013. Complainants' characterization of MTG compared to the Integra settlement agreement is further denied.

67. Complaint paragraph 67 - Admitted that the OSS CR was discussed at the May 18, 2011 CMP meeting. Otherwise denied.

68. Complaint paragraph 68 - Denied, as the characterization of Mr. Hunsucker's comments is vague, incomplete, and potentially misleading.

69. Complaint paragraph 69 - Admitted.

70. Complaint paragraph 70 - Admitted that Integra raised questions about the upgrades to CEMR, but denied that the questions are relevant, proper, or have not been answered.

71. Complaint paragraph 71 – Denied.

72. Complaint paragraph 72 - Admitted that the OSS CR was discussed in an ad hoc CMP call on June 8, 2011. Otherwise denied, as the summary of the discussions is vague, incomplete, and potentially misleading.

73. Complaint paragraph 73 - Admitted that Qwest/CenturyLink provided an updated timeline on June 14, 2011. Denied otherwise, as the timeline complies with all relevant merger commitments, settlements, and commission orders.

74. Complaint paragraph 74 – Denied; naming a specific date on which to retire MEDIACC is not inconsistent with Qwest/CenturyLink's other statements – retirement, if any, will be performed consistent with the merger conditions.

75. Complaint paragraph 75 – Denied.

76. Complaint paragraph 76 - Denied. The timelines provided allow for CLEC input within the periods provided in relevant merger settlements, commitments, and commission orders. MTG will not replace MEDIACC, at least for CLEC use, until 2013 and is a separate type of interface from CEMR. Thus, Complainants' characterization of the "MTG Implementation" is misleading and inaccurate.

77. Complaint paragraph 77 - Denied. Notice of an event, in this instance the retirement of MEDIACC, provides necessary context for the required vote. Without such notice, the CLEC vote could be confusing. Notice provides the CLECs with information about what is being voted upon.

78. Complaint paragraph 78 - Denied. While Qwest/CenturyLink admits that there were communications about the MTG offering on June 15, 2011, the summary of the discussions and obligations is argumentative, vague, incomplete, and potentially misleading.

79. Complaint paragraph 79 - Denied. While Qwest/CenturyLink admits that there were communications about the MTG offering on June 15, 2011, the summary of the discussions and obligations is argumentative, vague, incomplete, and potentially misleading.

80. Complaint paragraph 80 - Denied. While Qwest/CenturyLink admits that there were communications about the MTG offering on June 15, 2011, the summary of the discussions and obligations is argumentative, vague, incomplete, and potentially misleading.

81. Complaint paragraph 81 - Denied. While Qwest/CenturyLink admits that there were communications about the MTG offering on June 15, 2011, the summary of the discussions and obligations is argumentative, vague, incomplete, and potentially misleading.

82. Complaint paragraph 82 – Admitted that Qwest/CenturyLink filed comments in Minnesota on June 30, 2011; denied that the allegations in this paragraph are a fair or complete summary of those comments and denied as to any remaining allegations in this paragraph.

83. Complaint paragraph 83 - Admitted that Qwest/CenturyLink filed comments in Minnesota on June 30, 2011; denied that the allegations in this paragraph are a fair or complete summary of those comments and denied as to any remaining allegations in this paragraph.

84. Complaint paragraph 84 – Denied.

85. Complaint paragraph 85 - Denied.

86. Complaint paragraph 86 - Admitted, though denied that Complainants' objections have merit.

87. Complaint paragraph 87 - Denied.

Claim for Relief

Count I – Violation of Commission Order

88. Complaint paragraph 88 - Qwest/CenturyLink incorporates its responses to ¶¶ 1-87 above.

89. Complaint paragraph 89 - Admit that the merger approval proceeding was conducted under Chapter 80.12 RCW, but denied as to the remainder of the allegations and specifically denied that Complainants have properly characterized the provisions of WAC 480-143-170, or the standard under which mergers are reviewed.

90. Complaint paragraph 90 - Denied; the Commission's order in Docket No. UT-100820 speaks for itself. The cited paragraphs are statements that the Commission retains jurisdiction to effectuate the terms of the order. Nothing in the order indicates that compliance with all the terms of all settlements is a pre-condition to merger approval. Rather, any failure to comply with such settlements is a separate issue.

91. Complaint paragraph 91 – Denied – the cited paragraphs of the Commission order speak for themselves.

92. Complaint paragraph 92 - Denied.

93. Complaint paragraph 93 - Denied.

Count II – Breach of Settlement Agreements

94. Complaint paragraph 94 - Qwest/CenturyLink incorporates its responses to ¶ 1-93 above.

95. Complaint paragraph 95 - Admitted.

96. Complaint paragraph 96 - Denied.

97. Complaint paragraph 97 - Denied.

Count III – Breach/Violation of Interconnection Agreements

98. Complaint paragraph 98 - Qwest/CenturyLink incorporates its responses to ¶ 1-97 above.

99. Complaint paragraph 99 - Admitted.

100. Complaint paragraph 100 - Denied. Each ICA is independent of every other ICA, and the terms of one ICA are not applicable to other ICAs. The terms of such ICAs speak for themselves.

101. Complaint paragraph 101 - Denied; the PAETEC ICA allows such use but does not require Qwest to keep MEDIACC indefinitely.

102. Complaint paragraph 102 - Denied.

103. Complaint paragraph 103 - Denied.

Count IV – Breach of Duty of Non-Discrimination

104. Complaint paragraph 104 - Qwest/CenturyLink incorporates its responses to ¶ 1-103 above.

105. Complaint paragraph 105 - Denied. Section 252 of the Act permits parties to negotiate ICAs or amendments without regard to non-discrimination standards.

106. Complaint paragraph 106 – Admitted as to the first sentence, denied as to the remainder of the paragraph. CenturyLink, Inc. is not an ILEC, is not a party to any interconnection agreements, and has no duty of non-discrimination as to Joint CLECs.

107. Complaint paragraph 107 - Admitted as to the first two sentences; denied as to the last sentence.

108. Complaint paragraph 108 - Denied.

109. Complaint paragraph 109 - Denied.

110. Complaint paragraph 110 - Denied.

WHEREFORE, Qwest and CenturyLink request that the Commission deny all of the relief requested by Joint CLECs and dismiss this Complaint with prejudice.

Respectfully submitted August 2, 2011.

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