

**EXHIBIT BJJ-17 TO THE
DIRECT TESTIMONY OF
BONNIE J. JOHNSON
ON BEHALF OF
INTEGRA TELECOM**

From: Clauson, Karen L. [<mailto:klclauson@integratelecom.com>]
Sent: Wednesday, February 02, 2011 1:00 PM
To: Butler, Daphne; Gardner, Linda K[CTL]
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: CEMR/MEDIACC and MTG

Daphne and Linda:

Enclosed are comments submitted by Integra and PAETEC in CMP regarding Qwest's proposed OSS changes and retirement of CEMR/MEDIACC. In Qwest's January 13, 2011 response to Integra's January 5, 2011 comments, Qwest said: "All questions or comments associated with the planned implementation and timeline for MTG in regard to the Merger Settlement Agreement executed by Qwest, CenturyLink and Integra should be referred to the Qwest or CenturyLink Legal Departments." Therefore, Integra is forwarding its questions to both of you for a response. Both Qwest and CenturyLink are parties to the merger settlement agreement with Integra, and therefore both should respond as to whether and how Qwest's proposed changes (which would be implemented after the closing date) comply with the settlement agreement and whether, if CEMR/MEDIACC changes are made, the company plans to follow each step in the OSS section of the settlement agreement (vote in CMP, etc.) with respect to CEMR/MEDIACC and MTG.

Qwest has not provided sufficient information to determine whether its proposed CEMR/MEDIACC changes would be something in which we may be interested. Even assuming that the changes were acceptable, however, we do not know what other OSS changes the company may be planning or may announce before the closing date but implement after the closing date. If CLECs disagree with proposed OSS changes, and the changes would occur (like these) during the 2 year timeframe covered by the settlement agreement, what prevents the company from making those changes, if the company can make these CEMR/MEDIACC changes? Does the company distinguish the CEMR/MEDIACC situation and, if so, how? We are hoping for a cooperative approach, and we need a better understanding of the company's position.

We appreciate your consideration of this matter and look forward to your response,



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From: Butler, Daphne [<mailto:daphne.butler@qwest.com>]
Sent: Wednesday, February 09, 2011 3:06 PM
To: Clauson, Karen L.; Gardner, Linda K[CTL]
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: RE: CEMR/MEDIACC and MTG

Karen,

This email is in reply to your email dated February 2, 2011, in which you asked a number of questions regarding how the merger settlement impacts the proposed retirement of CEMR and MEDIACC.

First, you ask whether Qwest's proposed changes comply with the settlement agreement entered into by our two companies. Yes, Qwest's proposed changes not only comply with the settlement agreement, but are required as part of Qwest's maintenance of the Operational Support Systems ("OSS") during the post-merger period in order to meet Qwest's obligations under Sections 251 and 271 as well as performance obligations under the PAPs and ICAs. CEMR and MEDIACC are part of Qwest's OSS and are being replaced by another Qwest Operational Support System – Maintenance Ticketing Gateway (MTG). CEMR and MEDIACC have become obsolete and were first noticed for replacement in December of 2008. If we failed to replace CEMR and MEDIACC the merged company may not be able to meet its obligations under the settlement agreement, such as its obligation to "meet or exceed the average wholesale performance provided by Qwest to CLEC [prior to the Merger Closing Date]."

Second, you ask whether the company plans to follow each step in the OSS section of the settlement agreement with respect to the retirement of CEMR, MEDIACC and implementation of MTG. Presumably you are referring to section 12.c of the settlement agreement. Qwest believes those procedures are triggered under paragraph 12 only if the merged company determines after the 2-year or July 2013 timeframe to replace the Qwest systems, for example, with a CenturyLink system. The section 12 procedures do not apply to a replacement initiated by Qwest well before the merger particularly where the replacement of Qwest's own systems is needed for the purpose of maintaining the automated service quality of Qwest's systems that CLECs claim to want. While it will not be following the procedures of section 12, Qwest will, however, follow all applicable processes required by the CMP Document that are associated with an OSS replacement.

Finally, you ask two hypothetical questions about other changes that Qwest may be planning or may announce before the closing date, but implement after the closing date. You ask what would prevent the company from making the hypothetical changes if the company can retire CEMR and MEDIACC and how we distinguish the hypothetical changes from the changes with CEMR and MEDIACC. I know of no such hypothetical changes to Qwest's systems. We will answer the hypothetical questions if and when a real situation arises that meets the constraints of your hypothetical.

Thank you, and please direct any additional inquiries on this matter to me.
Daphne

From: Clauson, Karen L.
Sent: Wednesday, February 09, 2011 4:06 PM
To: 'Butler, Daphne'; Gardner, Linda K[CTL]; jason.topp@qwest.com; 'ahern.michael@dorsey.com'; 'susan.masterton@centurylink.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: RE: CEMR/MEDIACC and MTG

Qwest's response poses a problem. Condition #12 clearly requires Qwest to "use and offer to wholesale customers the legacy Qwest Operational Support Systems (OSS) for at least two years, or until July 1, 2013, whichever is later." Both CEMR and MEDIACC are legacy Qwest OSS. MTG is not a legacy Qwest OSS. Similarly, the MN DOC settlement, in paragraph III(B)(1) states that Qwest will not discontinue its wholesale OSS for a minimum of 24 months post transaction closing. Yet, as the enclosed CMP notice illustrates, Qwest is discontinuing Qwest's CEMR and MEDIACC wholesale OSS in less than 24 months (Sept. 2011) and thereafter is not using and offering them to CLECs. (See also MEDIACC retirement CR at http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-01.html.)

Qwest must meet all of its commitments under the merger agreement and cannot choose one (e.g., meet or exceed performance) over another (e.g., continue to offer OSS for two years). The way that Qwest may meet or exceed performance is to continue to use and maintain the same Qwest OSS at the same level for the next two years, as it committed to do. Moreover, Joint Applicants have not shown that there is any conflict between these commitments. Although Integra has requested data to support Qwest's proposal, Joint Applicants have not provided such data or information. In your email below, you claim simply that Joint Applicants "may" not be able to meet one of their commitments. It would be irresponsible to not require verification of this claim about such an important issue. If you have data to support your claim, provide it, as previously requested. Additionally, you have failed completely to distinguish this situation, though we asked you to do so. You point to no limiting factor that would prevent the company from claiming every OSS can be replaced during the 2-year period whenever you simply claim that otherwise you "may" not be able to make one of the other merger commitments.

In addition to your claim being unsupported, we are unaware of Joint Applicants having informed the commissions that they already believe they may not be able to meet their merger commitment to CLECs and state commissions. In fact, during the Minnesota merger hearing this week (available by webcast), Joint Applicants argued that the merger conditions adequately satisfy the public interest, which more than suggests that the companies intend to meet all of those conditions. Clearly, this includes the obligation to continue to use and offer legacy Qwest OSS for at least two years.

Regarding the requirements of 12(c) of the settlement agreement, we agree that they are intended to apply after the two year period. Of course, this is because the settlement agreement prohibits earlier replacement of legacy OSS, so it does not account for Qwest's current planned breach of the agreement. We expressed an interest in a cooperative approach, should Qwest at some point provide information indicating that the proposed changes may be of interest to CLECs, including Integra. We have asked in CMP and via your legal departments about paragraph 12c to explore whether, if the protections of 12c were used early for these particular OSS, there might be some way for Joint Applicants to proceed with its proposal by agreement with CLECs. We are disappointed in your outright rejection of an offer to explore a compromise that, under the agreement, we have no obligation to consider.

As you point out, Qwest had indicated in 2008 that it might be interested in this activity, but dropped the issue. Clearly, Qwest was aware of these facts when negotiating with Integra and could have requested language to address this issue had Qwest, as you now suggest, been planning all along to nonetheless proceed with that abandoned CMP proposal. Joint Applicants did not request or obtain such language.

This problem has been raised with Joint Applicants since the Arizona hearing. Integra has raised it in CMP and via your legal departments. Integra is fully within its rights, consistent with paragraph E of the settlement agreement, to take action to enforce the settlement agreement, as needed.

Karen