

**EXHIBIT BJJ-31 TO THE
DIRECT TESTIMONY OF
BONNIE J. JOHNSON
ON BEHALF OF
INTEGRA TELECOM**

From: Clauson, Karen L.
Sent: Friday, March 18, 2011 3:37 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/MEDIAACC and MTG

Daphne and Linda:

Enclosed is Integra's reply to the responses that Qwest provided on March 10, 2011. As indicated below, Qwest in CMP deferred some questions to your legal departments, and we continue to look to you for those responses. In addition, with respect to Row 2(l) of the enclosed matrix, Qwest deferred certain questions about the repair systems/processes used by CenturyLink/Embarq to CenturyLink, so Linda we look to you for those answers as well.

Karen

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Monday, March 21, 2011 11:32 AM
To: Clauson, Karen L.; Gardner, Linda K[CTL]; Topp, Jason; 'ahern.michael@dorsey.com'; Masterton, Susan S[CTL]
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: RE: CEMR/MEDIACC and MTG

Karen,

This is in response to your emails dated March 14 and March 8 on CEMR/MEDIACC and MTG.

In your March 8 email you claim that "Qwest has not provided, and cannot provide, any basis for its position vis a vis the requirements of the settlement agreement." In fact, I provided support for Qwest's position that the implementation of MTG is required by the settlement agreement, and that Section 12 of the settlement agreement is not triggered, in my email of February 9, 2011. Perhaps part of the problem stems from your belief, stated in your email of February 9th email, that the merger settlement agreement prohibits replacement of "legacy OSS." The phrase "legacy OSS" does not appear in the merger settlement agreement. Rather the phrase is "legacy Qwest OSS." The word "legacy" modifies "Qwest" not "OSS." MTG is an OSS of "legacy Qwest."

Additional language in the merger settlement agreement that supports Qwest's position regarding Qwest's ability to replace, repair and manage its OSS to provide satisfactory service quality includes:

- The 4th and 5th Whereas clauses refer to the fact that, in the merger application dockets, Integra "express[ed] concerns related to the Transaction." The change from CEMR and MEDIACC to the new system was a Qwest-initiated project well before the CenturyLink merger transaction ever was contemplated, and is not related to the merger.
- Para. 2.a: "The Parties will not seek to reduce or modify the Qwest Performance Indicator Definition (PID) or Qwest Performance Assurance Plan (QPAP) that is offered, or provided via contract or Commission approved plan, as of the Merger Closing Date for at least eighteen months after the Closing Date."
- Para 2.a.i: "For at least three years after the Closing Date, and consistent with the FCC's required conditions of the Embarq-CenturyTel merger, in the legacy Qwest ILEC service territory, the Merged Company shall meet or exceed the average wholesale performance provided by Qwest to CLEC, measured as follows...."
- Para. 2.b: "If the Merged Company fails to provide wholesale performance levels as measured by the methodology described in this condition, the Merged Company must conduct a root cause analysis for the discrepancies and develop proposals to remedy each deficiency within thirty days and provide this to CLEC for review and comment."

- i. CLEC may invoke the root cause procedure for deterioration in wholesale performance for any PID, product, or disaggregation included within a PID measure if CLEC determines that the performance it received for that PID, product, or disaggregation is materially different and provides the basis for CLEC's determination.
- ii. If performance deficiencies are not resolved, CLEC may request a resolution or wholesale service quality proceeding before the state commission. The Merged Company does not waive its right to oppose such a request."

Para. 7: "In the legacy Qwest ILEC service territory, after the Closing Date, Qwest Corporation 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 Sections 271 and 272."

Para. 10: "The Merged Company will make available to each wholesale carrier in the legacy Qwest ILEC service territory the types and level of data, information, and assistance that Qwest made available as of the Closing Date concerning Qwest's 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.*)."

Para. 11: "The Merged Company shall ensure that Wholesale and CLEC operations are sufficiently staffed and supported, relative to wholesale order volumes, by personnel, including IT personnel, adequately trained on the Qwest and CenturyLink systems and processes. With respect to the Wholesale and CLEC operations, such personnel shall be dedicated exclusively to wholesale operations so as to provide a level of service that is not materially less than that which was provided by Qwest prior to the Merger Closing Date...."

Para. 13: "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."

As you note in your email of March 14, Warren Mickens has responded to Integra's February 20th email. You ask that we review and respond to the specific questions in section 4 of that February 20th email, and complain that Qwest Legal and Century Link Legal need to further respond to rows 1 and 3 on page 8 of Warren Micken's March 10th response. Row 1, the first bullet point in section 4, is not a question. Rather it is Integra's statement of its view of the facts. Integra's statement is noted. No response is required. As to row 3, and how merger agreements and orders will be dealt with, the merged company will address this once all of the agreements and orders are in place.

In the third paragraph of your March 8 email you ask whether Qwest will withdraw either or both CRs. No, Qwest will not withdraw either or both of the CRs. We will add the detail regarding the length of the deferment in response to comments.

In the fifth paragraph of your March 8 email Integra continues to claim that paragraph 12 and its subparagraphs must be followed. As discussed above, the requirement in paragraph 12 is that the merged company provide "legacy Qwest OSS" for two years or until July 1, 2013, whichever is later. The merged company will follow that requirement by offering MTG, which is an OSS of legacy Qwest. Moreover, you have already conceded that 12(c) is intended to apply after the two year period. The same timing applies to subsections 12(a) and 12(b). In any event, the procedures of the subsections do not apply,

In the second paragraph of your March 14 email you ask for links to the web for vendor information. We are working on gathering it. I do not yet have an estimate of when it will be available.

Daphne Butler

From: Clauson, Karen L.
Sent: Monday, March 21, 2011 3:24 PM
To: 'Butler, Daphne'; Gardner, Linda K[CTL]; Topp, Jason; 'ahern.michael@dorsey.com'; Masterton, Susan S[CTL]
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: RE: CEMR/MEDIACC and MTG

Daphne and Linda:

Integra disagrees. If CenturyLink has a different position from that expressed to date by Qwest, please let us know. Otherwise, we must assume that CenturyLink's position is the same as expressed below by Qwest, having heard nothing to the contrary. If CenturyLink will be providing a different response, please let us know when we will receive it.

It appears from your email that litigation to enforce the settlement agreements and related Commission orders may be required. Qwest and CenturyLink remain on notice that potential litigation is pending, and the companies should ensure that all documents that relate to this matter, or may lead to the discovery of admissible evidence, are retained.

We are disappointed that Qwest and CenturyLink have not been willing to identify this as an issue within the terms of its settlement agreements and then, if there are extenuating circumstances that distinguish this issue from other issues (a claim that Qwest has not verified), identify this as a unique situation and work with CLECs, and regulators as needed, to arrive at a solution tailored to this particular situation.

By taking the position that the company may "replace, repair and manage its OSS" at any time "to provide satisfactory service quality" (rather than being required to both provide the committed level of service quality and only retire and replace OSS per the settlement agreement terms), Qwest and CenturyLink are acting in a manner that threatens to undermine all OSS terms and that creates the very uncertainty that the OSS terms were designed to help avoid. Such a broad Qwest/CenturyLink position, which creates uncertainty as to other OSS as well, increases the likelihood of litigation. If there really were some instability or extenuating circumstance related to CEMR/MEDIACC, there is no reason why Qwest could not have verified that by now and why Qwest could not work collaboratively with CLECs to recognize and address that as a unique situation.

I will address each paragraph of your email in the order they appear in your email below:

First paragraph: Enclosed is the email that Integra sent to both companies on Friday, March 18. As Daphne's email below refers to March 8 and March 14 emails, it does not appear that Qwest's response below takes into account our enclosed March 18 email and document. We continue to request responses from Qwest and CenturyLink to the enclosed questions and comments addressed by Integra on March 18.

Second paragraph: Qwest and CenturyLink have not provided adequate basis for their position that they may retire and replace CEMR/MEDIACC without taking each step identify in paragraph 12 and subparts of the Integra merger settlement agreement, as well as before complying with any other applicable settlement agreements, including time period in those agreements/orders. (See, e.g., enclosed OSS excerpts from orders/agreements.) Integra is familiar with the terms of its merger settlement agreement and does not hold the belief described by Qwest. The distinction that Qwest attempts to

make between "legacy OSS" and "legacy Qwest OSS" is a distinction without a difference in this case.

MTG has not been implemented today, and it will not be implemented per Qwest's current preliminary timeline until December of 2011 – after the Merger Closing Date. In fact, Qwest said at the March CMP meeting that Qwest will not even have created or be able to provide draft specifications for the new system (MTG) until May or June of 2011 – after the Merger Closing Date (if Qwest's recent notice claiming a date of April 1st is any approximation of the Merger Closing Date). MTG does not exist today, even in draft form. In any event, the relevant OSS *retirement* is not of MTG. Qwest is planning to retire and replace CEMR and MEDIACC after the merger closing date. Both CEMR and MEDIACC are clearly legacy Qwest OSS (today and as of the merger closing date), as well as "Qwest OSS" [i.e., the term used in the FCC Order, paragraph IV(A)(1), p. 30]. The Qwest-Integra merger settlement agreement (paragraph 12) requires Qwest to both use and offer legacy Qwest OSS for a two year period (thirty months per the Joint CLEC agreement). Paragraph IV(A)(1) of the FCC Order provides that CenturyLink will not replace Qwest OSS or integrate it with "any other OSS" for at least 30 months following the Merger Closing Date. Per the FCC's language (like paragraph 12c of the Integra agreement), regardless of whether the replacement OSS is a Qwest OSS (legacy or not), a CenturyLink OSS (legacy or not), or another OSS, CEMR and MEDIACC cannot be replaced or integrated with "any other OSS for at least 30 months." Paragraph 12(c)(i) of the approved Qwest-Integra merger settlement agreement provides (with emphasis added) that the "replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date." Regardless of whether the replacement interface is MTG or a different interface, the company may not replace or retire CEMR/MEDIACC until "sufficient acceptance," *as defined in the subparagraphs of paragraph 12*, has occurred. Similarly, although Qwest claims, as reflected in Column two, Row 2(f), of the enclosed matrix that it has "no obligation" to file a detailed plan with the FCC, Qwest cannot explain how that position is consistent with either paragraph 12(a) of the Integra merger settlement agreement or paragraph IV(A)(2) of the FCC Order, which requires CenturyLink to file such a plan at least 180 days "before replacement or integration of *any of the Qwest OSS*." Undeniably, CEMR and MEDIACC are Qwest OSS. Qwest cannot replace or integrate CEMR/MEDIACC before providing the required notice and detailed plan to the FCC, state commissions, and parties. The company also has an obligation to act in good faith as to the commitments it made to obtain merger approvals. Mr. Hunsucker of CenturyLink testified for example that, as to OSS, the company committed to a "moratorium before we make any changes." (MN Tr. Vol. 2B, p. 84, lines 10-11.) The hair splitting that Qwest attempts in its email is a far cry from that commitment.

Third paragraph (and subparagraphs/quotations): Qwest cites certain paragraphs of the Integra merger settlement agreement which Qwest claims supports "Qwest's position regarding Qwest's ability to replace, repair and manage its OSS to provide satisfactory service quality." A key problem with Qwest's argument is that Qwest is unilaterally declaring that Qwest/CenturyLink may decide, with respect to "replacement or integration of any of the Qwest OSS" (to use the FCC's phrase), that Qwest may disregard the agreed upon time period (e.g., 30 months), if Qwest also unilaterally declares that it needs to do so to provide satisfactory service quality. There is no exception in paragraph 12 or FCC paragraph IV(A)(1) to that effect. Qwest committed to meet each and every one of the merger conditions and, as I pointed out in my February 9th email to you, 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 use and offer Qwest OSS and not replace or integrate it without taking certain steps). Qwest committed to both not replace or integrate any of the Qwest OSS for 30 months and to provide the required level of wholesale service quality. If Qwest and CenturyLink are unable to meet both of these commitments

simultaneously, they have a continuing obligation, as I pointed out previously, to act in good faith and alert the regulators immediately of their inability to comply with all merger requirements.

Among the quotations taken directly from the Integra merger settlement agreement, Qwest asserts (in language that is not in the settlement agreement): "The change from CEMR and MEDIACC to the new system was a Qwest-initiated project well before the CenturyLink merger transaction ever was contemplated, and is not related to the merger." Qwest's statement both is not entirely accurate and is irrelevant because the provisions of the agreements and orders quoted above (and in the enclosure) are not limited to merger-related OSS changes. First, there was no pending, open Qwest-initiated CR in development to retire/replace CEMR and MEDIACC at the time the merger was announced or at the time the parties signed the Integra merger agreement. There was no CR to retire or replace CEMR. With respect to MEDIACC, Qwest had previously placed its CR in "deferment" status, and the CR remained in deferment status until after the Integra agreement was signed. Only then did Qwest change the status from deferment and place the CR in "development" status. Also, since then, contrary to Qwest's suggestion that it need not withdraw its previous CR and submit a new one, Qwest has made changes to the previously deferred CR, including what Qwest claims is a completely new approach. (See enclosed March 18 matrix, Row 2 (c) – "the prior solution was to build from scratch a replacement system, which was determined to be time consuming and costly. The new approach is to add existing CEMR/MEDIACC functionality" to the QPortal platform, where the new system, MTG, will reside.) Second, CLECs asked for a period of OSS certainty after the merger closing date, and this period of certainty was not limited to protection from merger-related changes. Regardless of whether the merger causes an OSS change or not, an OSS change imposes work and expense on CLECs, and CLECs should not have to deal with such changes and incur such expenses during the agreed upon OSS moratorium time period. As the quotations above and in the enclosed document show, the OSS provisions limiting retirement and replacement or integration of Qwest OSS are not limited to merger-related changes or merger-related retirement/replacement. (Moreover, the companies have not shown there is no relationship to the merger. For example, they have not yet answered questions about how repairs will be handled post-merger for legacy CenturyLink entities. See, e.g., Row 2(l) in the enclosed March 18 matrix.) Among other things, this period of certainty should protect from a CLEC having to move to a new system and then move to another one, yet the company has not eliminated this as a possibility in this case (see id.).

Fourth paragraph: Although you claim that Integra's statement is not a question and requires no response, Qwest is the party that chose to respond in CMP by referring issues to Qwest Legal and by stating in response to this very statement in its March 10 written response: "This question is outside of the scope of CMP." If, as you claim, there is no question, then Qwest would not have recognized the question and referred it to legal in the first place. Qwest and CenturyLink still have not provided answers to the issues raised in Section 4, which Qwest executives and Qwest CMP personnel continue to refer to your legal departments. Below you state: "As to row 3, how merger agreements and orders will be dealt with, the merged company will address this once all the agreements and orders are in place." The problem with this response, of course, is that in the meantime the company is proceeding unilaterally with its changes in CMP. The company should withdraw its changes in CMP and, "once all the agreements and orders are in place," proceed in an orderly and collaborative manner and consistent with the requirements of the merger agreements and orders.

Fifth paragraph: Integra's request for the company to withdraw both change requests is ongoing. Please see Section 5 of the enclosed March 18 matrix. If the company adds detail regarding the length

of deferment of any CR in CMP, please ensure the length of the deferment reflected in CMP is no shorter than the required time period in the agreements and orders (e.g., not until after sufficient acceptance, as defined in the agreement, takes place).

Sixth paragraph: Qwest appears to be arguing once again that the merged company will offer MTG for at least two years (or 30 months) and that doing so complies with the settlement agreement because MTG "is an OSS of legacy Qwest." MTG does not exist today, as previously discussed, and as shown by Qwest's own timeline in CMP. Moreover, even assuming MTG is an OSS of legacy Qwest, that does not change Qwest's obligations as to other Qwest OSS, including CEMR and MEDIACC. Qwest is committed to "use and offer" *all* Qwest OSS for at least two years (30 months per the Joint CLEC agreement). Retirement and replacement of CEMR and MEDIACC may not take place during the two year (30 month) time period at all, and retirement and replacement "may not occur" after that time period unless and until each of the steps in the subparagraphs to paragraph 12 have been met. Qwest's argument that Integra "conceded that 12(c) is intended to apply after the two year period" is tantamount to arguing that Qwest may rely upon its own breach of one paragraph of an agreement to justify its refusal to perform another paragraph or subparagraph of the same agreement. There is no reasonable reading of paragraph 12 of the Integra agreement, or paragraph IV(A)(1) of the FCC order, that allows Qwest to retire or integrate CEMR and/or MEDIACC before the end of the two year (30 month) period. There is no reasonable reading of the approved Integra agreement that allows Qwest to retire CEMR and MEDIACC at any time without following the requirements of the subparagraphs of 12 of the approved Integra agreement. Qwest cannot point to its own breach of one paragraph of an agreement (going ahead and retiring or integrating OSS during the OSS moratorium) to justify its refusal to perform another paragraph or subparagraph of the same agreement (steps required before retiring or integrating OSS).

Seventh paragraph: Please let us know when you will provide additional information.

Please also refer to the enclosed March 18 matrix.

Karen



Karen L. Clauson
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OSS LANGUAGE/MERGER CONDITIONS

<p>FCC Memorandum Opinion and Order Dated: March 18, 2011</p>	<p>IV. COMMITMENTS REGARDING WHOLESAL OPERATIONS</p> <p>A. Operations Support Systems ("OSS") Replacement:</p> <ol style="list-style-type: none">1. In Qwest ILEC territory, following the Merger Closing Date, CenturyLink will not replace Qwest OSS or integrate it with any other OSS for at least 30 months following the Merger Closing Date, and thereafter will provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Merger Closing Date, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding.2. If CenturyLink plans to replace Qwest OSS or integrate it with any other OSS, then at least 180 days before replacement or integration of any of the Qwest OSS, CenturyLink will notify the FCC, affected states, and affected wholesale customers, file its proposed transition plan with the Commission and the affected states, and seek input from affected wholesale customers on such transition plan.3. CenturyLink will prepare a detailed OSS transition plan describing the OSS to be replaced or integrated, the surviving OSS, and why the change is being made. The plan also will identify planned contingency actions in the event that CenturyLink encounters any significant problems with the planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process. <p>The commitments made in this Section IV.A will not expire three years following the Merger Closing Date.</p> <p>(FCC Memorandum Opinion and Order, dated March 18, 2011, pp. 30-31)</p>
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<p><u>Arizona</u></p> <p>Proposed Settlement Agreement Between the Joint Applicants, Utilities Division Staff and RUCO</p> <p>Dated: November 24, 2010</p>	<p>WHOLESALE OPERATIONS:</p> <p>19.c. <i>Replacement or Retirement of Qwest OSS Interface</i></p> <p>i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date. Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the Commission will determine the completion date,</p> <p>(AZ Staff/Joint Applicant Settlement Agreement, Attachment 1, pp. 4-5)</p> <p>iii. 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.</p> <p>(AZ Staff/Joint Applicant Settlement Agreement, Attachment 1, pp. 5)</p> <p>19.d. <i>Billing Systems.</i></p> <p>i. Any changes by the Merged Company to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.</p> <p>(AZ Staff/Joint Applicant Settlement Agreement, Attachment 1, pp. 5)</p>
<p>CO (Joint Applicants/ Staff)</p>	<p>INTEGRATION REPORTING</p> <p>5. Additionally for operations support systems ("OSS"), during the Transition Period, CenturyLink shall</p>

<p>Stipulation and Settlement Agreement Between Joint Applicants and Commission Trial Staff</p> <p>Dated: November 7, 2010</p>	<p>provide Staff with detailed notice at least 180 days for non-wholesale impacting OSS, and shall provide reports and plans regarding such activity in the integration reports as provided in paragraph 4 above, of any major changes or conversions to any of the Qwest and Century Link OSS used by Qwest Corporation, El Paso County Telephone Company, Century Tel of Eagle and Century Tel of Colorado. Prior to implementation of any major system change that requires the reporting set forth above, Joint Applicants will provide staff with additional documentation verifying conversion readiness. The Settling Parties agree to negotiate the specific content and format of such reports</p> <p>(CO Stipulation and Settlement Agreement, pp. 3-4)</p>
<p>MN (Joint Applicants/DOC)</p> <p>Stipulation and Agreement and Joint Motion for Approval of Stipulation and Agreement</p> <p>Dated: October 4, 2010</p>	<p>III. APPLICANT COMMITMENT</p> <p>B. WHOLESAL</p> <p>The Company makes the following commitments for the purpose of addressing issues raised by Minnesota Competitive Local Exchange Carriers ("CLECs"):</p> <p>I. Operational System Support</p> <p>Qwest Corporation or any successor entity (pre-merger or post-merger "Qwest" or "Qwest Corporation") will not discontinue their wholesale Operations Support Systems (OSS) for a minimum of 24 months, post transaction closing. In the event that any Qwest OSS is subsequently changed or retired, Qwest Corporation will utilize the terms and conditions set forth in the Change Management Process (CNP) and consistent with the CNP condition below, but in no event shall there be less than 6 months notice of the retirement of the legacy Qwest OSS from current Qwest territories. In the event that any CenturyLink OSS is introduced, changed or retired, CenturyLink will provide 6 months advance notification to the affected interconnecting carriers. During that 6 month notice period established for retiring a Qwest or CenturyLink OSS, any interconnected CLEC or Commercial Mobile Radio Service (CMRS) provider shall be permitted to test the proposed replacement OSS in a timeframe no less than the timeframe provided for under</p>

	<p>the existing Qwest CNP process, and Qwest and/or CenturyLink shall cooperate with such testing at no charge to the testing carrier, including but not limited to, making available a testing environment.</p> <p>MN Stipulation and Agreement and Joint Motion for Approval of Stipulation and Agreement, dated October 4, 2010, pp. 203)</p>
<p>MN (Joint Applicants/ DOC) Supplemental Stipulation and Agreement for Commission Approval Dated: November 1, 2010</p>	<p>II. CLARIFICATION OF APPLICANT COMMITMENTS</p> <p>B. Wholesale (Subsection B of Section 111 of the October 4 Agreement)</p> <p>1. Operational System Support (Par. 1 of the October 4 Agreement)</p> <p>For purposes of the October 4 Agreement, notices of changes or retirements to Qwest OSS will be done in accordance with the time frames of Qwest's Change Management Process (CMP). The provision for a minimum 6 months notice requirement applies to changes to CenturyLink's OSS or to any changes for which no other time frame applies.</p> <p>MN Joint Commissioners & DOC Supplemental Stipulation and Agreement for Commission Approval, dated November 2, 2010, pp. 2-3)</p>
<p>OR Settlement Agreement: Attachment 1; Wholesale (page 10)</p>	<p>Wholesale</p> <p>In legacy Qwest ILEC service territory, after the Closing Date, the Merged Company will 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, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Closing date with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, the Merged Company will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures:</p> <p>a. <i>Detailed Plan</i></p>

The Merged Company will provide notice to the Commission and any affected parties at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, the Merged Company will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. 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 with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. Carriers will have the opportunity to comment on the Merged Company's plan in a forum in which it is filed as well as in the Qwest Change Management Process.

b. CMP

The Merged Company will follow the procedures in the Qwest Change Management Process ("CMP") Document.

c. Replacement or Retirement of a Qwest OSS Interface

i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLEC and CMRS carriers to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Closing Date (as described above). Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLEC and CMRS carriers) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of merger-related OSS integration and migration activity. If a dispute arises as to whether such merger-related OSS integration and migration activity is complete, the Commission will determine the completion date.

ii. The Merged Company will allow coordinated testing with CLEC and CMRS carriers, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Company and CLEC and CMRS carriers. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually

	<p>agreed to by the Merged Company and CLEC and CMRS carriers engaged in the testing.</p> <p>iii. The Merged Company will provide the CLECs and CMRS carriers training and education on any wholesale OSS implemented by the Merged Company without charge to the CLEC and CMRS carrier.</p>
<p>UT Settlement (III.B.1)</p>	<p>1. <u>Operational System Support</u> Qwest Corporation or any successor entity (pre-merger or post-merger "Qwest" or "Qwest Corporation") will not discontinue its wholesale Operations Support Systems ("OSS") for a minimum of 24 months, post-transaction closing.</p> <p>In the event that any Qwest OSS is subsequently changed or retired, Qwest Corporation will utilize the terms and conditions set forth in the Change Management Process ("CMP") and consistent with the CMP condition below, but in no event shall there be less than six (6) months notice of the retirement of the legacy Qwest OSS from current Qwest territories. During that six-month notice period established for retiring a Qwest OSS, any interconnected CLEC or Commercial Mobile Radio Service ("CMRS") provider shall be permitted to test the proposed replacement OSS, and the Company shall cooperate with such testing, at no charge to the testing carrier, including but not limited to making available a testing environment.</p>
<p>WA Settlement Agreement: Appendix A (Page 9)</p>	<p>23. OSS – Wholesale</p> <p>In legacy Qwest ILEC service territory, after the Transaction closes, CenturyLink will 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, and thereafter provide a level of wholesale service quality that is not less than that provided by Qwest prior to the Transaction's closing, with functionally equivalent support, data, functionality, performance, electronic flow through, and electronic bonding. After the period noted above, CenturyLink will not replace or integrate Qwest systems without first establishing a detailed transition plan and complying with the following procedures:</p> <p>a. <u>Detailed Plan.</u> CenturyLink will provide notice to the Wireline Competition Bureau of the FCC, the Commission, and the Parties to this agreement at least 270 days before replacing or integrating Qwest OSS system(s). Upon request, CenturyLink will describe the system to be replaced or integrated, the surviving system, and steps to be taken to ensure data integrity is maintained. CenturyLink's plan will also identify planned contingency actions in the event that CenturyLink encounters any significant problems with the</p>

planned transition. The plan submitted by CenturyLink will be prepared by information technology professionals with substantial experience and knowledge regarding legacy CenturyLink and legacy Qwest systems processes and requirements. CLECs will have the opportunity to comment on CenturyLink's plan in a forum in which it is filed, if the regulatory body allows comments, as well as in the Qwest Change Management Process.

b. CMP. CenturyLink will follow the procedures in the Qwest Change Management Process ("CMP") Document.

c. Replacement or Retirement of a Qwest OSS Interface.

- i. The replacement or retirement of a Qwest OSS Interface may not occur without sufficient acceptance of the replacement interface by CLECs to help assure that the replacement interface provides the level of wholesale service quality provided by Qwest prior to the Transaction's closing. Each party participating in testing will commit adequate resources to complete the acceptance testing within the applicable time period. The Parties will work together to develop acceptance criteria. Testing will continue until the acceptance criteria are met. Sufficient acceptance of a replacement for a Qwest OSS Interface will be determined by a majority vote, no vote to be unreasonably withheld, of the CMP participants (Qwest and CLECs) in testing, subject to any party invoking the CMP's Dispute Resolution process. The requirements of this paragraph will remain in place only until completion of Transaction-related OSS integration and migration activity. If a dispute arises as to whether such Transaction-related OSS integration and migration activity is complete, the Commission will determine the completion date.
- ii. CenturyLink will allow coordinated testing with CLECs, including a stable testing environment that mirrors production, jointly established test cases, and, when applicable, controlled production testing, unless otherwise agreed to by the Parties. Testing described in this paragraph associated with merger-related system replacement or integration will be allowed for the time periods in the CMP Document, or for 120 days, whichever is longer, unless otherwise mutually agreed to by the Parties.
- iii. CenturyLink will provide the wholesale carriers training and education on any wholesale OSS implemented by CenturyLink without charge to the wholesale carrier.

d. Billing Systems. CenturyLink will not begin integration of Billing systems before the end of the minimum two year or July 1, 2013 period, whichever is longer, noted above, or without following the above procedures, unless the integration will not impact data, connectivity and system functions that support or affect CLECs and their customers.

i. Any changes by CenturyLink to the legacy Qwest non-retail OSS will meet all applicable ICA provisions related to billing and, to the extent not included in an ICA, will be Ordering and Billing Forum (OBF) compliant.