

timing for the retirement of CEMR from the end of 2011 to an indefinite time in 2013 or after, as recently as May 2, 2011, Qwest claimed to be concerned about a potential “catastrophic failure” of both CEMR and MEDIACC.⁶² Further, Qwest has asserted that CEMR uses unsupported software.⁶³ Moreover, CEMR interfaces with Qwest’s back-end systems via MEDIACC which, according to Qwest, “could experience an unrecoverable failure.”⁶⁴ In the event of a failure of either CEMR or MEDIACC prior to 30 months after the closing of the merger, Qwest and CenturyLink will fail to comply with their obligation to continue to use and offer CEMR until at least 30 months after the closing of the merger.

Request No. 1-17: Admit that Qwest/CenturyLink will not retire or replace MEDIACC during the 30-month period agreed to in the Integra Settlement as later modified. If your response is anything other than an unqualified admission, please describe in detail the reason(s) for your response.

Objection and Response: Denied. Please see the Joint CLECs’ objections and responses to Request Nos. 1-7, 1-12, 1-14, and 1-15 above (incorporated by reference). Refer also to pages 85-101 of the direct testimony of Douglas Denney in the Colorado Merger Compliance Docket. Paragraph 12.c of the Integra Settlement Agreement uses the both the words “replacement” and “retirement.” In order to give effect to both terms, “replacement” and “retirement” cannot be construed as synonymous. The Merged Company is *replacing* MEDIACC with MTG when it implements MTG in December of 2011,⁶⁵ though it is not *retiring* MEDIACC until a later date. Contrary to the Merged Company’s treatment of the terms as

⁶² See CO Merger Compliance Docket, Direct Testimony of Bonnie Johnson, Exhibit BJJ-36, CenturyLink May 2, 2011 email at JC000294.

⁶³ See CO Merger Compliance Docket, Direct Testimony of Bonnie Johnson, Exhibit BJJ-53m July 1, 2011 Qwest CMP Matrix, p. 2 [JC000755 and JC000809].

⁶⁴ See WA Merger Compliance Docket, Declaration of Renee Albersheim in Support of Answer to Motion for Injunction, p. 6, ¶ V.2.

⁶⁵ See, e.g., WA Merger Compliance Docket, Answer to Formal Complaint and Petition, ¶76 (“MTG will not *replace* . . . MEDIACC, at least for required *CLEC use*, until late in 2013.”) (emphasis added). This indicates that MTG will replace MEDIACC *for Qwest’s use*, even though Qwest committed in paragraph 12 of the Integra Settlement Agreement to use legacy Qwest OSS (which includes MEDIACC) for a period of time after the merger closing date.

synonymous, system retirement and replacement do not occur at the same time, because the replacement system is tested and in place before the predecessor system is retired (or the CLEC would have no tested system to move to). Increasing the time in between replacement and retirement does not change the fact that Qwest is replacing MEDIACC without first obtaining sufficient acceptance of the replacement interface by CLECs. The Merged Company is also integrating MTG with “Qwest systems”⁶⁶ as soon as any Qwest customer, including a Qwest internal customer, uses MTG instead of MEDIACC or in conjunction with CEMR and/or MEDIACC or other Qwest systems (including back-end systems). Replacing MEDIACC and integrating MEDIACC without first obtaining sufficient CLEC acceptance of the replacement system (MTG) each violate the Integra Settlement Agreement, even if MEDIACC is retired at a later date. Thus, even though Qwest now states that MEDIACC will not be retired until the end of 2013, it also intends to proceed with the implementation of MTG as the replacement for MEDIACC in December 2011, before the end of the 30-month period provide for by the Integra Settlement Agreement.

In a proceeding before the Minnesota Public Utilities Commission which similarly concerns the Merged Company’s compliance with the conditions of its merger approval relating to OSS, the Minnesota Commission held:

"The Merged Company denies that developing and offering new operational support systems to function in parallel with the old ones would conflict with its legal duties. In contrast, the CLECs and the Department argue that the act of developing, implementing, and shifting operations to the new MTG is inconsistent with the order's requirements.

The Commission concurs with the CLECs and the Department."⁶⁷

⁶⁶ CO Merger Compliance Docket, Direct Testimony of Bonnie Johnson, Exhibit BJJ-3, Integra Settlement Agreement, ¶12 at JC000010 (“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:”) (emphasis added).

⁶⁷MN Merger Compliance Docket, Order Barring Implementation of New Operational Support Systems and Requiring Cooperation and Filings, at p. 6 [Document Number JC001030] (September 6, 2011).

Accordingly, the Minnesota Commission has rejected the argument, which Qwest and CenturyLink are also making in this case, that the implementation of MTG for Qwest's own use and as an "option" for CLECs violates the terms of the Integra Settlement Agreement.

Request No. 1-18: Admit that Qwest/CenturyLink will not retire or replace CEMR during the 30-month period agreed to in the Integra Settlement as later modified. If your response is anything other than an unqualified admission, please describe in detail the reason(s) for your response.

Objection and Response: Please see the Joint CLECs' objections and responses to Request Nos. 1-7, 1-12, 1-14, 1-15, 1-16, and 1-17 above (incorporated by reference).

Request No. 1-19: Under the currently announced MTG implementation schedules (Exhibit BJJ-49 attached to Bonnie Johnson's testimony):

- a. At what point in time do you contend that MEDIACC will no longer be used within the meaning of ¶ 12 of the Integra Settlement? Explain the basis for selecting that point in time.
- b. At what point in time do you contend that MEDIACC will no longer be offered within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.
- c. At what point in time do you contend that MEDIACC will be retired within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.
- d. At what point in time do you contend that MEDIACC will be replaced within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.
- e. At what point in time do you contend that CEMR will no longer be used within the meaning of ¶ 12 of the Integra Settlement? Explain the basis for selecting that point in time.
- f. At what point in time do you contend that CEMR will no longer be offered within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.
- g. At what point in time do you contend that CEMR will be retired within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.
- h. At what point in time do you contend that CEMR will be replaced within the meaning of ¶ 12 of the Integra settlement? Explain the basis for selecting that point in time.

Objection and Response: The Merged Company is obligated under Paragraph 12 of the Integra Settlement Agreement, as subsequently modified, to use and offer to wholesale