

Docket No. UT-082119

Second Amended Response to Bench Request No. 1

Date 4/13/2009

Bench Request No. 1: Please provide 6 copies of all agreements entered into between you and Level 3 Communications, LLC; Comcast Phone of Washington, LLC, d/b/a Comcast Digital Phone; or, the International Brotherhood of Electrical Workers Local 89 that have resulted in each of these parties requesting leave to withdraw from this proceeding. Provide a narrative description of each agreement's terms and state whether the provisions provide guarantees or assurances, confer rights, or impose obligations that will not be generally available or applicable to competitive local exchange companies or customers.

- Embarq – Level 3 Communications, LLC Agreement (see Bench Request Attachment 1):

Under the agreement, Level 3 agrees to withdraw from this proceeding in exchange for Embarq's commitment that it will not seek to replace the existing interconnection agreement between the parties for the next 12 months while they negotiate a new agreement. Embarq states that the agreement does not provide guarantees or assurances, confer rights, or impose obligations that will not be generally available or applicable to similarly situated competitive local exchange companies. This agreement was filed with the Commission by Staff, on February 24, 2009, in its Response to Comcast's request to withdraw.

- Embarq/CenturyTel – Comcast Digital Phone Agreement (see Bench Request Attachment 2):

Under the agreement, which has a two year term, Comcast agrees to withdraw from this proceeding and in exchange Embarq and CenturyTel agree:

- (1) To enter into or continue interconnection negotiations with Comcast and not to object to interconnecting and entering into negotiations on the grounds that services will be used to support a Comcast affiliate in the provision of VoIP services.
- (2) To implement change in law provisions under the existing agreement with respect to changes in laws concerning a Comcast CLEC or a similarly situated wholesale entity's eligibility to obtain interconnection for provision of interconnected VoIP.

- (3) Consistent with change in law provisions, not object to interconnection under 251 and 252 of the Act, application for certification, or expansion of certification, on the grounds that the certification will be used to support a Comcast affiliate in the provision of VoIP services.
- (4) Exceptions to certain agreement obligations in Sections 3 and 5 to ensure compliance with governmental inquiries and agreement not to use trade associations to circumvent obligations.
- (5) Embarq will not limit the number of local service requests, directory services requests, or requests to port numbers.
- (6) Applicability of certain state or FCC conditions when such conditions are to be available to CLECs generally.

Embarq and CenturyTel state that the agreement does not provide guarantees or assurances, confer rights, or impose obligations that will not be generally available or applicable to similarly situated competitive local exchange companies. This agreement was filed with the Commission by Comcast, on February 25, 2009.

- Embarq/CenturyTel – IBEW Agreement (see Bench Request Attachment 3):

Embarq and CenturyTel make the following commitments:

Begin Confidential

[REDACTED]

End Confidential

This agreement does not contain provisions related to CLEC service.