

**EXHIBIT DD-1 TO THE
RESPONSE TESTIMONY OF
DOUGLAS DENNEY
ON BEHALF OF
INTEGRA TELECOM**

This exhibit contains public data responses from Qwest/CenturyLink. The responses contained in this exhibit are listed below.

Qwest/CenturyLink public responses to Joint CLEC data requests in Washington Docket No. UT-111254:

01-004, 01-010, 01-014, 01-015, 01-016, 01-017, 01-020, 02-017 and 02-018

Qwest/CenturyLink public responses to Joint CLEC data requests in Colorado Docket No. 11F-256T:

01-004, 01-005, 01-006, 01-008, 01-009, 01-010, 01-011, 01-013, 01-021, 03-001, 03-005, 03-007, 03-008, 03-009, 03-010, 03-011

Qwest/CenturyLink public responses to Colorado Staff data requests in Colorado Docket No. 11F-256T:

01-002 and 01-009

Qwest/CenturyLink public responses to Minnesota Department of Commerce data requests in Minnesota Docket No. P-421 et al./C-11-684:

01-006 and 01-007

Party: Joint CLECs

Request No.: 004

Request No. 4: In their Answer, at page 2, Qwest and CenturyLink allege “The MEDIACC system uses outdated and obsolete hardware, much of which is manufacturer-discontinued.”

- a. Produce any document that supports or contradicts this allegation;
- b. Please identify each hardware used by MEDIACC that you contend is outdated, obsolete, and/or manufacturer-discontinued and, for each, state each fact upon which you base your allegation that it is outdated, obsolete, and/or manufacturer-discontinued;
- c. State the date when Qwest first learned of each fact set forth in response to subpart b, above;
- d. Identify and provide copies of any document that evidences, refers or relates to Qwest being informed or otherwise learning of each fact set forth in response to subpart b, above;
- e. Identify all actions taken by Qwest in response to learning any fact set forth in response to subpart b, above (including but not limited to efforts to identify alternatives or upgrades and efforts to review whether and how MEDIACC’s use of outdated and/or obsolete hardware may affect the Merged Company’s ability to commit to use and offer MEDIACC for 24 months or 30 months) and state the date when each such action was taken or, if no action was taken, describe in detail why not;
- f. Identify and provide copies of any document that evidences, refers, or relates to any action taken by Qwest in response to learning of each fact set forth in response to subpart b, above;
- g. State the date when CenturyLink first learned of any fact set forth in response to subpart b, above;
- h. Identify and provide copies of any document that evidences, refers or relates to CenturyLink being informed or otherwise learning of any fact set forth in response to subpart b, above;

- i. Identify all actions taken by CenturyLink in response to learning any fact set forth in response to subpart b, above (including but not limited to efforts to identify alternatives or upgrades and efforts to review whether and how MEDIACC's use of outdated and/or obsolete hardware may affect the Merged Company's ability to commit to use and offer MEDIACC for 24 months or 30 months) and state the date when each such action was taken or, if no action was taken, describe in detail why not;
- j. Identify and provide copies of any document that evidences, refers, or relates to any action taken by CenturyLink in response to learning any fact set forth in response to subpart b, above;

Response:

- a. Qwest/CenturyLink objects to this request to the extent that it seeks documents protected by the attorney-client or work product privilege doctrines. Subject to and without waiving its objections, Qwest/CenturyLink states: See documents provided in response to part e of this request.

Respondent: Legal

- b. MEDIACC hardware is HPK460 which is supported by the vendor at a best effort level.

The MEDIACC Sybase database runs on HPK460 servers which are supported by the vendor at a best effort level.

The MEDIACC Oracle DBMS hardware is an IBM Blade HS20 type 8842 Model 11u, which is supported by the vendor.

Best effort level means that the vendors will try to provide support but there are no guarantees that effective support is possible. The difference between best efforts and standard support is the vendors have no obligation to help, because the product is officially unsupported. Sometimes, with vendor best efforts and Qwest/CenturyLink best efforts problems can be resolved, and sometimes they cannot.

Respondents: Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is "outdated" or "obsolete" is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- d. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- e. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. Qwest/CenturyLink further objects to this request because the parenthetical information is vague, ambiguous, argumentative, and misleading: Qwest/CenturyLink’s commitments in the merger proceedings assumed that it would be able to maintain, update, and repair its existing systems, and relevant merger agreements and orders do not prevent such activity. Subject to and without waiving its objections, Qwest/CenturyLink states:

Please see Confidential Attachments A and B for email chains discussing various options for dealing with the lack of support available for components of the MEDIACC application. Please see Confidential Attachments C and D for documents analyzing the MEDIACC issues.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- f. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. In addition, the request is overbroad and unduly burdensome. Subject to and without waiving its objections, Qwest/CenturyLink states:

See documents produced in response to part e of this request.

Respondent: Legal, Cecilia Tank and Renee Albersheim

- g. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- h. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondents: Legal

- i. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. Qwest/CenturyLink further objects to this request because the parenthetical information is vague, ambiguous, argumentative, and misleading. Subject to and without waiving its objections, Qwest/CenturyLink states:

Please see the response to part e of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- j. Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether hardware is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

SUPPLEMENTAL RESPONSE to Data Request No. 4 (c), (d), (g), (h) and (i):

Subject to, and notwithstanding its objections or its reasonably diligent efforts, Qwest CenturyLink supplements its response as follows:

Please see Confidential Attachment A

Respondent: Renee Albersheim

Party: Joint CLECs

Request No.: 010

Request No. 10: In their Answer, at page 3, Qwest and CenturyLink allege that “the portion of the CR pertaining to the retirement of CEMR/MEDIACC has been withdrawn.” With reference to this allegation, please:

- a. Identify each person at Qwest who was involved in the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC and describe that person’s role in the decision;
- b. Identify each person at CenturyLink who was involved in the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC and describe that person’s role in the decision;
- c. State each reason for the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC;
- d. Do you admit that, Qwest’s June 14, 2011 timeline includes a specific date on which to “Retire Mediacc”³ and that, in the June 15, 2011, CMP meeting, Tracy Strombotne of Qwest confirmed Qwest is moving forward “with a plan to retire the system in 2013”⁴? If you deny these facts, please provide the facts and documents upon which you rely for your denial.
- e. Identify and provide copies of any document that refers or relates to the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC.

Response:

- a. The decision makers were Warren Mickens and Mike Hunsucker with guidance provided by Tracy Strombotne.

Respondents: Cecilia Tank and Renee Albersheim

- b. Please see the response to part a of this request.

Respondents: Cecilia Tank and Renee Albersheim

³ <http://wholesalecalendar.qwestapps.com/detail/292/2011-06-15>

⁴ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

- c. Qwest Corporation determined that it was not necessary to retire CEMR, and that the merger agreements did not permit the retirement of MEDIACC before late in 2013.

Respondents: Cecilia Tank and Renee Albersheim

- d. Denied. Qwest/CenturyLink admits that it withdrew the CR that included the retirement of MEDIACC and also indicated that Qwest/CenturyLink intends to retire MEDIACC in 2013 consistent with the terms of the merger settlement agreements, commitments, and orders, but a new CR is not required until the process for retirement is resumed in 2013.

Respondents: Cecilia Tank and Renee Albersheim

- e. Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 014

Request No. 14: In their Answer, at page 5, Qwest and CenturyLink allege that, “[A]bsent 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.”

- a. Define “catastrophic” as that term is used in your Answer.
- b. If a catastrophic failure of MEDIACC occurs during the agreed-upon 30-month period, please explain and describe how MTG will operate as a replacement for MEDIACC for any current MEDIACC user that has not implemented MTG at the time of the catastrophic failure.
- c. If a catastrophic failure of MEDIACC occurs during the agreed-upon 30-month period, will Qwest have completed all procedures required by the merger settlement agreements and orders before MTG operates as a replacement for any Qwest system? If no, please identify and provide citation to any language in the merger settlement agreements, commitments, or orders that allows MTG to operate as a replacement system in this scenario. Please explain why you have not initiated requests to the Commission or the FCC to obtain an exception for this scenario or initiated filing with the Commission or the FCC notices with a detailed plan for how you propose to proceed in this scenario.
- d. If a customer-affecting failure of MEDIACC or CEMR occurs during the agreed-upon 30-month period, but you do not consider the failure to be “catastrophic,” or for any reason MTG will not operate as a replacement for any Qwest system for a MEDIACC or CEMR user, please describe (i) the experience that MEDIACC and CEMR users will have and the options available to them in this scenario, and (ii) the experience that MTG users (including Qwest) will have and the options available to them in this scenario.
- e. On June 15, 2011, Tracy Strombotne of Qwest said, in a CMP meeting, that “on December 12, we will migrate the software and then we will move over the first of our internal customers.”⁵ In the July 1, 2011 Qwest CMP Matrix, Qwest said that, before the end of the 30-month agreed-upon period, it “continues to plan on first ‘moving’ itself to the MTG system once it has been internally installed and tested” (page 54). In paragraph 49 on page 9 of the Answer, Qwest and

⁵ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

CenturyLink allege that they are “proceeding with offering and later implementing MTG.”

- i. Absent a significant and unrepairable failure of MEDIACC, will Qwest (including any Qwest internal customer, as that term was used by Qwest during the June 15, 2011 CMP meeting), use MTG as a replacement for MEDIACC or otherwise prior to 30-months after the Merger Closing Date?
- ii. Identify each entity or internal customer of yours that will move to MTG; describe whether it will use MTG as a replacement for, or integrate MTG with, MEDIACC; and state when each will move to MTG.
- iii. Define when “later,” as used in paragraph 49 of the Answer, will occur.

Response:

- a. “Catastrophic” means a significant and unrepairable failure.

Respondents: Legal

- b. Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that how MTG would operate as a replacement for MEDIACC in such an event depends on a number of factors. Generally, however, it will be necessary for current MEDIACC to create a new interface to MTG. If MTG is already available for use at that time, it will not be necessary for these users to wait until MTG is developed before they can get started creating that new interface, reducing the amount of time the customer could be without a useable B2B interface.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to the second and third sentence of this subpart as argumentative and based on a faulty premise, such that it is not reasonably calculated to lead to the discovery of admissible or relevant evidence. As to the remaining question, it calls for speculation. Subject to and without waiving its objections, Qwest/CenturyLink states:

As CenturyLink cannot predict if or when MEDIACC may fail, it is not possible for CenturyLink to know if all procedures contained in the merger settlement agreements will be completed at that time. It is CenturyLink’s intent to maintain MEDIACC until late in 2013, consistent with the merger agreements.

Respondents: Legal, Cecilia Tank and Renee Albersheim

d. See objections and answers to part b of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

e. i. 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 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.

ii. See response to subpart (i). In addition, see Confidential Attachment A.

iii. "Later" refers to sometime subsequent to development; Qwest/CenturyLink intended no specific timeline because the decision to move to MTG is optional for such customers.

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 015

Request No. 15: In their Answer, at page 2, Qwest and CenturyLink refer to “developing a backup system.” In the June 15, 2011 CMP meeting, Qwest referred to a “fail safe”; Mark Coyne of Qwest asked “if it was fair to say December 12 was a fail safe option?”; Tracy Strombotne of Qwest initially said yes, but Jamal Boudhaouia of Qwest then clarified that “it is not a fail safe.”⁶

- a. Please define “backup” and “fail safe” as those terms were used by you in the Answer and in the June 15, 2011 CMP meeting and specifically identify differences, if any, between a “backup system” and a “fail safe.”
- b. Please indicate whether you have reviewed or considered using MTG exclusively as a backup or fail safe, with no carrier or customer (including Qwest and Qwest internal customers) moving to or otherwise using or integrating with MTG, unless Qwest and its wholesale customers move to MTG in the event that a significant and unrepairable failure of MEDIACC or CEMR occurs? If not, please describe in detail why not. If yes:
 - i. Please describe all factors reviewed and considered, any recommendations made or received, and decisions made, and all reasons for any decision made or option or recommendation rejected.
 - ii. Identify each person with knowledge of the these facts and describe in detail each such person’s relevant knowledge;
 - iii. Provide copies of all documents evidencing, requiring or relating to these facts and any such review or consideration.

Response:

- a. Ms. Strombotne considered ‘fail safe’ to be the equivalent of a ‘backup’, i.e., MTG would be available as a backup to MEDIACC. Mr. Boudhaouia thought a ‘fail safe’ meant that if the *new* system fails, then the old one could be used.

Respondents: Cecilia Tank and Renee Albersheim

- b. No, Legacy Qwest has not reviewed or considered using MTG exclusively as a backup or fail safe. Given customer interest/desire and the optional nature, there is

⁶ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

no reason to prevent customers from using it when developed. In addition, it is prudent to solicit optional input from CLEC and other customers during the development process, even as MEDIACC continues to be used and offered, and MTG is developed for optional use.

- i. N/A
- ii. N/A
- iii. N/A

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 016

Request No. 16: In their Answer, at page 2, Qwest and CenturyLink state that “developing a backup system and an eventual replacement is important to maintaining quality levels of service for CLECs and their customers.” When a CLEC exercises its right under a merger settlement agreement (or per your FCC merger commitment) to stay on CEMR or MEDIACC for at least 30 months after the Closing Date and not move to the new system until after that time period, will the Merged Company at all times meet its merger commitments with respect to both wholesale service quality and OSS (*e.g.*, paragraphs 2 & 10-12 of the Integra Settlement Agreement)?

- a. Please provide the basis for your response, including all facts on which you rely to state that you will or will not meet your merger commitments with respect to both wholesale service quality and OSS.
- b. Please indicate when Qwest and CenturyLink each first knew of facts leading them to conclude that “developing a backup system and an eventual replacement is important to maintaining quality levels of service for CLECs and their customers.”
- c. If a significant and unrepairable failure of MEDIACC (as those terms are used in your Answer on page 5) occurs during the agreed-upon 30-month period, will you meet all of your merger commitments, including those relating to service quality and OSS? If there is any concern or probability that you will not meet your merger commitments in this scenario and, if so, when did you first identify that concern or probability?

Response:

Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that the merged company intends to meet its merger commitments with respect to both wholesale service quality and OSS.

Respondent: Legal

- a. Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that the merged

company intends to meet its merger commitments with respect to both wholesale service quality and OSS. Qwest/CenturyLink views all merger agreements, commitments, and orders seriously and believes sufficient resources are directed to accomplish satisfaction of the commitments to the extent possible. A key component of Qwest/CenturyLink's efforts includes proactively maintaining and upgrading systems to prevent against potential failures, and this is true for all commitments and systems, not just the ones at issue in this case.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- b. Qwest/CenturyLink objects to this request because it mischaracterizes the statements in Qwest/CenturyLink's Answer. The statement applies generally and did not indicate a time frame. Subject to and without waiving its objections, Qwest/CenturyLink states please see the response to request 3e.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to this request because it is vague and ambiguous, lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states it has not determined a probability of failure and cannot predict whether or not such a failure will occur. Qwest/CenturyLink has determined that it is prudent to have MTG in place as an alternative should such a failure occur.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 017

Request No. 17: At Paragraph 63 of their Formal Complaint and Petition, the Joint CLECs allege that, “Although given the opportunity to bring any concerns about alleged system instability or the company’s ability to meet all of its merger commitments to regulators while the merger proceedings were pending, Joint Applicants did not initiate bringing such concerns to this Commission or other Commissions in Qwest territory during these proceedings or since then.” In their Answer, Qwest and CenturyLink deny the allegations contained in this Paragraph.

- a. State each fact upon which the denial is based;
- b. Identify each person with knowledge of each such fact;
- c. Identify and provide copies of any document that evidences, refers or relates to each such fact;

Response:

Qwest/CenturyLink objects to all subparts of this request because it, like paragraph 63 of the Complaint, is compound, vague, ambiguous, argumentative, overbroad, burdensome and mischaracterizes the evidence, and is not reasonably calculated to lead to the discovery of admissible or relevant evidence.

Respondent: Legal

SUPPLEMENTAL RESPONSE to Data Request No. 17(a),(b) and (c):

Subject to, and notwithstanding its objections or its reasonably diligent efforts, Qwest/CenturyLink supplements its response as follows:

No; the focus of the merger proceedings was to examine the impacts of integrating legacy Qwest and legacy CenturyLink systems, not to determine the status of existing legacy Qwest systems.

Respondent: Legal

Party: Joint CLECs

Request No.: 020

Request No. 20: Please indicate whether, after the merger announcement date but before the date of execution of the Integra Settlement Agreement, you communicated to Integra any concern, belief, or position that the Merged Company may not be able to meet its commitments or obligations under the Integra Settlement Agreement (including commitments with respect to both wholesale service quality and OSS) or any concern, belief, or position that CEMR and/or MEDIACC may be outdated, obsolete and/or unstable at any time during the 24 months following the Closing Date and, if so, identify the date of each such communication, identify the individuals who made and received the communication, and provide any document that evidences, refers or relates to the communication.

- a. Qwest and CenturyLink state in their Answer at page 2, that the “CR was deferred in April 2009 and returned to development status on November 10, 2010.” Specifically, in CMP, Change Request Numbers SCR121608-01 and SCR121608-02 were in deferment status from April 6, 2009 until November 10, 2010.⁷ Do you admit that you were aware, at the time you entered into the Integra Settlement Agreement, that within a short time Qwest would modify the status of Change Request Numbers SCR121608-01 and SCR121608-02?
- b. If your answer to the foregoing question is anything other than an unequivocal “Yes,” state the date:
 - i. When Legacy Qwest was first were aware that Qwest would modify or had modified the status of Change Request Numbers SCR121608-01 and SCR121608-02;
 - ii. When Legacy CenturyLink was first aware that Qwest would modify or had modified the status of Change Request Numbers SCR121608-01 and SCR121608-02.
- c. Do you admit that, after commencement of settlement negotiations with Integra but before execution of the Integra Settlement Agreement, you did not disclose to Integra that within a short time Qwest would modify the status of Change Request Numbers SCR121608-01 and SCR121608-02? If your answer is anything other than an unqualified “yes,” state each fact upon which you base

⁷ http://www.qwest.com/wholesale/cmp/archive/CR_SCR121608-01.html;
http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

your answer and identify and produce each document that evidences, refers or relates to each such fact.

- d. Do you admit that, after commencement of settlement negotiations with Integra and including discussion of the 24 month OSS time period, but before execution of the Integra Settlement Agreement, you did not discuss with Integra concerns regarding the stability of MEDIACC and/or CEMR? If your answer is anything other than an unqualified “yes,” state each fact upon which you base your answer and identify and produce each document that evidences, refers or relates to each such fact.

Response:

Qwest/CenturyLink object to this request because it is compound and mischaracterizes the evidence and legal obligations, and is not reasonably calculated to lead to the discovery of admissible or relevant evidence. Subject to and without waiving its objections, Qwest/CenturyLink states: No.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- a. Subject to and without waiving its objections, Qwest/CenturyLink states: while members of the Legacy Qwest wholesale team responsible for OSS and CMP were aware that Legacy Qwest had the deferred CR and that the status of the deferred CR was going to be modified, this decision was part of Legacy Qwest’s ongoing, business-as-usual pre-merger, separate operations and not related to the merger discussions. Members of the Legacy Qwest and Legacy CenturyLink negotiation teams were not aware that Legacy Qwest would modify the status of the change requests, however, neither is it relevant as the negotiations concentrated on CLEC concerns regarding replacement of Legacy Qwest OSS with Legacy CenturyLink OSS. Because the companies continued to operate as separate companies until closing, the normal business operations of the companies continued separately, including the decisions of Legacy Qwest’s wholesale staff surrounding changes submitted in CMP.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- b.
- i. Subject to and without waiving its objections, Qwest/CenturyLink states: See response to part a. of this request.
 - ii. Michael Hunsucker, then of Legacy CenturyLink, first learned about the change requests during the Arizona Merger hearing, on December 20, 2010.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Subject to and without waiving its objections, Qwest/CenturyLink states: Deny. See response to part a. of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- d. Subject to and without waiving its objections, Qwest/CenturyLink states: Deny. See response to part a. of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 017

Request No. 17: Does Qwest/CenturyLink have a Failover system or capability for
MEDIACC?

- a. If so:
 - i. Please describe in detail the Failover and provide any document that describes, evidences, refers, or relates to the Failover;
 - ii. Please state when the Failover was implemented and identify any changes or upgrades to the Failover since then;
 - iii. Please state whether the Failover has any of the same hardware, software, support, or other problems or issues that have been identified for MEDIACC.
- b. If not:
 - i. Explain in detail why not; and
 - ii. State whether you have undertaken any efforts toward the development and implementation of a Failover system or capability (including but not limited to any effort to determine the costs and time needed to develop a Failover) for MEDIACC? If you have undertaken such efforts, describe all such efforts, describe the results of such efforts, and provide any documents that evidence, refer or relate to such efforts.

Response:

Qwest/CenturyLink objects to this request because the term “failover” is potentially vague and ambiguous. Subject to and without waiving its objections, Qwest/CenturyLink states that it does not have a failover system for MEDIACC as a whole – though there is failover capacity for several elements within MEDIACC as indicated in other responses. Qwest/CenturyLink IT defines “failover” as a technology or process already in place (preplanned and tested for) that would allow for components of an application to be able to move to a secondary component or location and continue functioning.

- a. n/a
- b. MEDIACC is currently on 15 year old technology that does not support failover capabilities. The current operating system, servers and software platform do not have the capability to perform a failover or clustering.

Respondent:

Renée Albersheim and Cecilia Tank

Party: Joint CLECs

Request No.: 018

Request No. 18: Does Qwest/CenturyLink have a Failover system or capability for CEMR?

- a. If so:
 - i. Please describe in detail the Failover, including when it was implemented, and provide any document that describes, evidences, refers, or relates to the Failover; and
 - ii. Please indicate whether there is Failover system or capability in the event of a MEDIACC failure that affects CEMR or its users or customers.
- b. If not:
 - i. Explain in detail why not; and
 - ii. State whether you have undertaken any efforts toward the development and implementation of a Failover system or capability (including but not limited to any effort to determine the costs and time needed to develop a Failover) for CEMR? If you have undertaken such efforts, describe all such efforts, describe the results of such efforts, and provide any documents that evidence, refer or relate to such efforts.

Response:

- a. Qwest/CenturyLink objects to this request because the term “failover” is potentially vague and ambiguous. Subject to and without waiving its objections, Qwest/CenturyLink states:
Yes.
 - i. CEMR is hosted on a clustered environment with two redundant, current technology servers. This means that if one server fails the other can take over. Automatic failover occurs reducing down time and recovery time for issues. Please see CEMR Disaster Recovery Plan.
 - ii. No
- b. Not Applicable.

Respondent:

Renée Albersheim and Cecilia Tank

Party: Joint CLECs

Request No.: 004

Request No. 4: In their Answer, at page 2, when Qwest and CenturyLink allege “The MEDIACC system uses outdated and obsolete hardware,” they do not refer to outdated or obsolete software. In the July 1, 2011 Qwest CMP Matrix, Qwest states both MEDIACC and CEMR use CMIP software that is **not** supported by the vendor (pages 2-3), and Qwest also states that the vendor for CMIP has indicated support for the current setup will be limited (page 5).

- a. Please respond to each subpart of Request No. 3, but substitute “software” for “hardware” in each instance in each question.
- b. Is the CMIP software used by CEMR and MEDIACC outdated, obsolete, unstable and/or not supported by the vendor, and will CMIP likely begin experiencing problems in the future? If no to any of these, describe in detail why not.
- c. Describe all reasons why Qwest has decided that CEMR, which uses CMIP, “will remain in place,” as indicated in the July 1, 2011 Qwest CMP Matrix (page 14) and describe how long CEMR will remain in place.
- d. Identify any CenturyLink entity(ies) that will use CEMR during the 30-month period following the Closing Date, and any CenturyLink entity(ies) that will use CEMR after the end of that 30-month period. Identify any CenturyLink entity(ies) that does not use or offer CEMR today that will use or offer CEMR going forward.
- e. Identify and provide copies of any document that evidences, refers, or relates to reasons why Qwest has decided that CEMR will remain in place and how long CEMR will remain in place.

Response:

- a. (a) Qwest/CenturyLink objects to this request to the extent that it seeks documents protected by the attorney-client or work product privilege doctrines. Qwest/CenturyLink also objects to the request because it is overbroad and unduly burdensome, seeking “any document” without defining the documents sought with sufficient particularity to permit a reasonable response; as such, this subpart (a) is an impermissible “fishing expedition.” Subject to and without waiving its objections, Qwest/CenturyLink states: please see documents provided in response to subpart 3(e).

Respondents: Cecilia Tank and Renee Albersheim

- (b) MEDIACC Operating system is HP-UX 10.20, which is not supported by the vendor.

The database used by MEDIACC is Sybase 11.5.1, which is not supported by the vendor.

The Sybase database runs on Operating system HP-UX-10.20, which is not supported by the vendor.

Software used by MEDIACC is CMIP Toolkit: Vertel 2.1.1., which is now Xelas Software, and which is not supported by the vendor.

Respondent: Cecilia Tank and Renee Albersheim

- (c) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- (d) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- (e) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. Subject to and without waiving its objections, Qwest/CenturyLink states:

Please see response to Request No. 3, part e, Confidential Attachments A and D.

Respondents: Legal, Cecilia Tank and Renee Albersheim

(f) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. Subject to and without waiving its objections, Qwest/CenturyLink states:

Please see the response to part a, sub-part e of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

(g) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

(h) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

(i) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer. Subject to and without waiving its objections, please see the response to part a, sub-part e of this request.

Respondent: Legal, Cecilia Tank and Renee Albersheim

(j) Qwest/CenturyLink objects to this request because it is misleading and lacks foundation, as it is based on a faulty premise. Whether software is “outdated” or “obsolete” is not a binary, bright line determination. Thus, the question is impossible to answer.

Respondent: Legal

- b. The March 10 matrix (and any other similar reference) stating that CEMR and MEDIACC both use the CMIP Toolkit was incorrect. Only MEDIACC uses the CMIP toolkit. The CMIP toolkit is not supported by the vendor. CenturyLink

cannot predict when and to what extent the CMIP toolkit will experience problems in the future.

Respondents: Cecilia Tank and Renee Albersheim

- c. CEMR does not use the CMIP Toolkit. Please see the response to part b of this request.

CenturyLink has no plans to replace CEMR at this time.

Respondents: Cecilia Tank and Renee Albersheim

- d. Qwest/CenturyLink objects to this request because the use of the term “CenturyLink” is vague here. In addition, the request lacks foundation, requires speculation 30 months in advance, is overbroad and not relevant, and is not reasonably calculated to lead to the discovery of admissible evidence because this case does not involve Legacy CenturyLink entities, and CenturyLink, Inc. has more than 100 affiliates as to which CEMR has no relevance. Subject to and without waiving its objections, Qwest/CenturyLink states:

Employees within the following Legacy Qwest departments currently use CEMR, and will use CEMR going forward:

- Wholesale Markets
- Network Services
- Business Markets Group
- Information Technology
- Finance

Respondents: Legal, Cecilia Tank and Renee Albersheim

- e. Qwest/CenturyLink objects to this request to the extent that it seeks documents protected by the attorney-client or work product privilege doctrines. Subject to and without waiving its objections, Qwest/CenturyLink states: please see Confidential Attachment A for a list of technical activities taken to stabilize CEMR. CenturyLink cannot predict how long CEMR will remain in place but there are no plans to replace CEMR at this time.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 005

Request No. 5: In their Answer, at page 3, Qwest and CenturyLink allege, “[A]s 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.” In the July 1, 2011 Qwest CMP Matrix, Qwest asserts that CEMR uses CMIP software that is **not** supported by the vendor (pages 2-3), that CEMR uses the Oracle 10.2.0.4 database which is **not** supported by the vendor (page 2); and that the operating system for the Oracle DBMS is Redhat AS 3 is **not** supported by the vendor (page 2). On pages 20-21 of the July 1, 2011 Qwest CMP Matrix, Qwest states: “Running unsupported software on new hardware does not eliminate the risk.”

- a. Describe in detail all activities comprising the “efforts” referred to in the Answer at page 3 and state the date when each such activity was performed;
- b. Describe in detail all upgrades or changes upon which you rely to allege that CEMR is stable or more stable than previously and, for each, indicate whether the upgrade or change was made to hardware or software and state the date when each such upgrade or change was performed;
- c. Regarding the “key components that were included as part of the CEMR upgrade during 2010 third quarter,” which Qwest lists on page 50 (and repeats on pages 51 and 56) of the July 1, 2011 Qwest CMP Matrix, none of the items on the list appear to be software, and there is no reference to Oracle or CMIP in Qwest’s list. Indicate whether you agree and, with respect to software, please provide all facts upon which you rely to allege that “the CEMR online interface was upgraded to a stable . . . software platform”;
- d. Identify each person with knowledge of the efforts or upgrades and describe in detail each such person’s relevant knowledge;
- e. Provide copies of all documents evidencing, requiring or relating to the efforts and/or upgrades referred to in this allegation.

Response:

- a. Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

- b. Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

- c. The information on the Qwest CMP Matrix was incorrect, CEMR does not use CMIP.

Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

- d. Please see Confidential Attachment B.

Respondents: Cecilia Tank and Renee Albersheim

- e. Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

Request 5.d. SUPPLEMENTAL RESPONSE:

Subject to, and notwithstanding its objections or its reasonably diligent efforts, Qwest/CenturyLink supplements its response as follows:

See Attachment B.

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 006

Request No. 6: In their Answer, at page 3, Qwest and CenturyLink allege that “the portion of the CR pertaining to the retirement of CEMR/MEDIACC has been withdrawn.” With reference to this allegation, please:

- a. Identify each person at Qwest who was involved in the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC and describe that person’s role in the decision;
- b. Identify each person at CenturyLink who was involved in the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC and describe that person’s role in the decision;
- c. State each reason for the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC;
- d. Do you admit that, despite withdrawal of the portion of the CR pertaining to the retirement of MEDIACC, Qwest’s June 14, 2011 timeline includes a specific date on which to “Retire Mediacc”² and that, in the June 15, 2011, CMP meeting, Tracy Strombotne of Qwest confirmed Qwest is moving forward “with a plan to retire the system in 2013”³? If you deny these facts, please provide the facts and documents upon which you rely for your denial.
- e. Identify and provide copies of any document that refers or relates to the decision to withdraw the portion of the CR pertaining to the retirement of CEMR/MEDIACC.

Response:

- a. The decision makers were Warren Mickens and Mike Hunsucker with guidance provided by Tracy Strombotne.

Respondents: Cecilia Tank and Renee Albersheim

- b. Please see the response to part a of this request.

Respondents: Cecilia Tank and Renee Albersheim

² <http://wholesalecalendar.qwestapps.com/detail/292/2011-06-15>

³ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

- c. Qwest Corporation determined that it was not necessary to retire CEMR, and that the merger agreements did not permit the retirement of MEDIACC before late in 2013.

Respondents: Cecilia Tank and Renee Albersheim

- d. Denied. Qwest/CenturyLink admits that it withdrew the CR that included the retirement of MEDIACC and also indicated that Qwest/CenturyLink intends to retire MEDIACC in 2013 consistent with the terms of the merger settlement agreements, commitments, and orders, but a new CR is not required until the process for retirement is resumed in 2013, so the reference to “despite” the withdrawal in the request is incorrect.

Respondents: Cecilia Tank and Renee Albersheim

- e. Please see Confidential Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

Request 6.e. SUPPLEMENTAL RESPONSE:

Subject to, and notwithstanding its objections or its reasonably diligent efforts, Qwest/CenturyLink supplements its response as follows:

See Attachment A.

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 008

Request No. 8: Identify any legacy Qwest OSS or system used by, supporting, or interfacing with Qwest wholesale customers or their OSS or systems (other than MEDIACC; see above request) as of the Closing Date that is outdated, obsolete, unstable and/or uses manufacturer-discontinued hardware or unsupported software, or that is fourteen years old or older, or that will likely begin experiencing problems in the near future and, for each:

- a. State which of these condition(s) applies, the age of the OSS or system; and when you first learned of the condition(s);
- b. Provide copies of all documents that evidence, refer, or relate to any study, analysis, investigation, or consideration of whether the OSS or system is likely to begin experiencing problems in the near future and whether to retire or replace the OSS or system.

Response:

Qwest/CenturyLink objects to all subparts of this request because it is not reasonably calculated to lead to the discovery of admissible or relevant evidence, because the request is unduly burdensome and harassing, and because it is based on a faulty factual premise.

Respondent: Legal

Supplemental Response:

CenturyLink has approximately 1400 legacy Qwest OSS. Of these nearly 300 support or interface with wholesale customers. Confidential attachment A is a current status of the support for the server hardware and software associated with each of these wholesale applications. Of these, only 32 have one or more servers in need of attention (which is driven by system age and level of vendor support). When the software and/or hardware for these systems is upgraded, none of them will require application changes as a result. These upgrades therefore do not change the OSS, just the server hardware or software. There will be no changes visible to the end-users of these OSS applications. None of these changes will implicate any compliance issues with the merger settlement agreements as there will be no OSS changes.

MEDIACC is unique in that the application itself is dependent on the hardware and software with which it was created. It is the only system in which the application required changes as a result of server software and hardware upgrades.

- a. Please see confidential attachment A. For each application listed, Column B identifies servers for which both the hardware and software are outdated or unsupported. Column C identifies servers with outdated software. Column D identifies servers with outdated hardware. Column F is the total number of servers, and column G is the % of servers that do not require attention. Column J lists the age of the oldest server supporting the application. Confidential attachment B is a chart showing the ages of the servers supporting wholesale applications. Those in black need no attention. Those in white are servers with either outdated or unsupported hardware or software. CenturyLink has no documentation regarding when the condition of the servers was first known.
- b. Please see confidential attachments A and B. CenturyLink cannot predict when or if any of the listed applications will experience problems.

Respondents: Renée Albersheim and Cecilia Tank

Party: Joint CLECs

Request No.: 009

Request No. 9: In their Answer, at page 5, Qwest and CenturyLink allege that, “[A]bsent a significant and unrepairable 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.”

- a. Define “significant” and “unrepairable” as those terms are used in your Answer.
- b. If a significant and unrepairable failure of MEDIACC occurs during the agreed-upon 30-month period, please explain and describe how MTG will operate as a replacement for MEDIACC for any current MEDIACC user that has not implemented MTG at the time of the significant and unrepairable failure.
- c. If a significant and unrepairable failure of MEDIACC occurs during the agreed-upon 30-month period, will Qwest have completed all procedures required by the merger settlement agreements and orders before MTG operates as a replacement for any Qwest system? If no, please identify and provide citation to any language in the merger settlement agreements, commitments, or orders that allows MTG to operate as a replacement system in this scenario. Please explain why you have not initiated requests to the Commission or the FCC to obtain an exception for this scenario or initiated filing with the Commission or the FCC notices with a detailed plan for how you propose to proceed in this scenario.
- d. If a customer-affecting failure of MEDIACC or CEMR occurs during the agreed-upon 30-month period, but you do not consider the failure to be “significant and unrepairable,” or for any reason MTG will not operate as a replacement for any Qwest system for a MEDIACC or CEMR user, please describe (i) the experience that MEDIACC and CEMR users will have and the options available to them in this scenario, and (ii) the experience that MTG users (including Qwest) will have and the options available to them in this scenario.
- e. On June 15, 2011, Tracy Strombotne of Qwest said, in a CMP meeting, that “on December 12, we will migrate the software and then we will move over the first of our internal customers.”⁵ In the July 1, 2011 Qwest CMP Matrix, Qwest said that, before the end of the 30-month agreed-upon period, it “continues to plan on first ‘moving’ itself to the MTG system once it has been internally installed and tested” (page 54). In paragraph 49 on page 9 of the Answer, Qwest and CenturyLink allege that they are “proceeding with developing and later implementing MTG.”

⁵ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

- i. Absent a significant and unrepairable failure of MEDIACC, will Qwest (including any Qwest internal customer, as that term was used by Qwest during the June 15, 2011 CMP meeting), use MTG as a replacement for MEDIACC or otherwise prior to 30-months after the Merger Closing Date?
- ii. Identify each entity or internal customer of yours that will move to MTG; describe whether it will use MTG as a replacement for, or integrate MTG with, MEDIACC; and state when each will move to MTG.
- iii. Define when “later,” as used in paragraph 49 of the Answer, will occur.

Response:

- a. These terms are used according to common usage; no particular definition was applied in the Answer.

Respondents: Legal

- b. Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that how MTG would operate as a replacement for MEDIACC in such an event depends on a number of factors. Generally, however, it will be necessary for current MEDIACC users to create a new interface to MTG. If MTG is already available for use at that time, it will not be necessary for these users to wait until MTG is developed before they can get started creating that new interface, reducing the amount of time the customer could be without a useable B2B interface.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to the second and third sentence of this subpart as argumentative and based on a faulty premise, such that it is not reasonably calculated to lead to the discovery of admissible or relevant evidence. As to the remaining question, it calls for speculation. Subject to and without waiving its objections, Qwest/CenturyLink states:

As CenturyLink cannot predict if or when MEDIACC may fail, it is not possible for CenturyLink to know if all procedures contained in the merger settlement agreements will be completed at that time. It is CenturyLink’s intent to maintain MEDIACC until late in 2013, consistent with the merger agreements.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- d. See objections and answers to part b of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- e.
 - i. 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 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.
 - ii. See response to subpart (i). In addition, see Confidential Attachment A.
 - iii. "Later" refers to sometime subsequent to development; Qwest/CenturyLink intended no specific timeline because the decision to move to MTG is optional for such customers.

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 010

Request No. 10: In their Answer, at page 2, Qwest and CenturyLink refer to “developing a backup system.” In the June 15, 2011 CMP meeting, Qwest referred to a “fail safe”; Mark Coyne of Qwest asked “if it was fair to say December 12 was a fail safe option?”; Tracy Strombotne of Qwest initially said yes, but Jamal Boudhaouia of Qwest then clarified that “it is not a fail safe.”⁶

- a. Please define “backup” and “fail safe” as those terms were used by you in the Answer and in the June 15, 2011 CMP meeting and specifically identify differences, if any, between a “backup system” and a “fail safe.”
- b. Please indicate whether you have reviewed or considered using MTG exclusively as a backup or fail safe, with no carrier or customer (including Qwest and Qwest internal customers) moving to or otherwise using or integrating with MTG, unless Qwest and its wholesale customers move to MTG in the event that a significant and unreparable failure of MEDIACC or CEMR occurs? If not, please describe in detail why not. If yes:
 - i. Please describe all factors reviewed and considered, any recommendations made or received, and decisions made, and all reasons for any decision made or option or recommendation rejected.
 - ii. Identify each person with knowledge of the these facts and describe in detail each such person’s relevant knowledge;
 - iii. Provide copies of all documents evidencing, requiring or relating to these facts and any such review or consideration.

Response:

- a. Ms. Strombotne considered ‘fail safe’ to be the equivalent of a ‘backup’, i.e., MTG would be available as a backup to MEDIACC. Mr. Boudhaouia thought a ‘fail safe’ meant that if the *new* system fails, then the old one could be used.

Respondents: Cecilia Tank and Renee Albersheim

- b. No, Legacy Qwest has not reviewed or considered using MTG exclusively as a backup or fail safe. Given customer interest/desire and the optional nature, there is

⁶ http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

no reason to prevent customers from using it when developed. In addition, it is prudent to solicit optional input from CLEC and other customers during the development process, even as MEDIACC continues to be used and offered, and MTG is developed for optional use.

- i. N/A
- ii. N/A
- iii. N/A

Respondents: Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 011

Request No. 11: In their Answer, at page 2, Qwest and CenturyLink state that “developing a backup system and an eventual replacement is important to maintaining quality levels of service for CLECs and their customers.” When a CLEC exercises its right under a merger settlement agreement (or per your FCC merger commitment) to stay on CEMR or MEDIACC for at least 30 months after the Closing Date and not move to the new system until after that time period, will the Merged Company at all times meet its merger commitments with respect to both wholesale service quality and OSS (*e.g.*, paragraphs 2 & 10-12 of the Integra Settlement Agreement)?

- a. Please provide the basis for your response, including all facts on which you rely to state that you will or will not meet your merger commitments with respect to both wholesale service quality and OSS.
- b. Please indicate when Qwest and CenturyLink each first knew of facts leading them to conclude that “developing a backup system and an eventual replacement is important to maintaining quality levels of service for CLECs and their customers.”
- c. If a significant and unrepairable failure of MEDIACC (as those terms are used in your Answer on page 5) occurs during the agreed-upon 30-month period, will you meet all of your merger commitments, including those relating to service quality and OSS? If there is any concern or probability that you will not meet your merger commitments in this scenario and, if so, when did you first identify that concern or probability?

Response:

Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that the merged company intends to meet its merger commitments with respect to both wholesale service quality and OSS.

Respondent: Legal

- a. Qwest/CenturyLink objects to this request because it lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states that the merged company intends to meet its merger commitments with respect to both wholesale service quality and OSS. Qwest/CenturyLink views all merger agreements,

commitments, and orders seriously and believes sufficient resources are directed to accomplish satisfaction of the commitments to the extent possible. A key component of Qwest/CenturyLink's efforts includes proactively maintaining and upgrading systems to prevent against potential failures, and this is true for all commitments and systems, not just the ones at issue in this case.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- b. Qwest/CenturyLink objects to this request because it mischaracterizes the statements in Qwest/CenturyLink's Answer. The statement applies generally and did not indicate a time frame. Subject to and without waiving its objections, Qwest/CenturyLink states please see the response to request 3e.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to this request because it is vague and ambiguous, lacks foundation and requires Qwest/CenturyLink to speculate about future events. Subject to and without waiving its objections, Qwest/CenturyLink states it has not determined a probability of failure and cannot predict whether or not such a failure will occur. Qwest/CenturyLink has determined that it is prudent to have MTG in place as an alternative should such a failure occur.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Supplemental Response:

- c. Qwest/CenturyLink states it has not determined a probability of failure and cannot predict whether or not such a failure will occur. Qwest/CenturyLink has determined that it is prudent to have MTG in place as an alternative should such a failure occur. In the event of a significant and unrepairable failure of MEDIACC during the 30-month period, absent a waiver or modification, Qwest/CenturyLink would not meet its merger commitments because those commitments require Qwest/CenturyLink to use and offer MEDIACC and other legacy Qwest OSS during the 30-month settlement period. In addition, and MTG is not available, all CLECs will have to submit repair requests to Qwest/CenturyLink by telephone. This is true of both MEDIACC users and CEMR users, as CEMR relies on MEDIACC to perform repair functions. Though Qwest/CenturyLink would apply all reasonable efforts to prevent a failure of MEDIACC and to timely process repair requests in the event of such a failure, it is possible that Qwest/CenturyLink would not be able to provide the same level of service quality to its wholesale customers as agreed in the merger commitments. See Direct Testimony of Renée Albersheim, p. 22-23.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 013

Request No. 13: Please indicate whether, after the merger announcement date but before the date of execution of the Integra Settlement Agreement, you communicated to Integra any concern, belief, or position that the Merged Company may not be able to meet its commitments or obligations under the Integra Settlement Agreement (including commitments with respect to both wholesale service quality and OSS) or any concern, belief, or position that CEMR and/or MEDIACC may be outdated, obsolete and/or unstable at any time during the 24 months following the Closing Date and, if so, identify the date of each such communication, identify the individuals who made and received the communication, and provide any document that evidences, refers or relates to the communication.

- a. Qwest and CenturyLink state in their Answer at page 2, that the “CR was deferred in April 2009 and returned to development status on November 10, 2010.” Specifically, in CMP, Change Request Numbers SCR121608-01 and SCR121608-02 were in deferment status from April 6, 2009 until November 10, 2010.⁷ Do you admit that you were aware, at the time you entered into the Integra Settlement Agreement, that within a short time Qwest would modify the status of Change Request Numbers SCR121608-01 and SCR121608-02?
- b. If your answer to the foregoing question is anything other than an unequivocal “Yes,” state the date when you first were aware that Qwest would modify or had modified the status of Change Request Numbers SCR121608-01 and SCR121608-02.
- c. Do you admit that, after commencement of settlement negotiations with Integra but before execution of the Integra Settlement Agreement, you did not disclose to Integra that within a short time Qwest would modify the status of Change Request Numbers SCR121608-01 and SCR121608-02?
- d. Do you admit that, after commencement of settlement negotiations with Integra and including discussion of the 24 month OSS time period, but before execution of the Integra Settlement Agreement, you did not discuss with Integra concerns regarding the stability of MEDIACC and/or CEMR?

Response:

⁷ http://www.qwest.com/wholesale/cmp/archive/CR_SCR121608-01.html;
http://www.qwest.com/wholesale/cmp/cr/CR_SCR121608-02.html

Qwest/CenturyLink object to this request because it is compound, vague and ambiguous, mischaracterizes the evidence and legal obligations, and is not reasonably calculated to lead to the discovery of admissible or relevant evidence. Subject to and without waiving its objections, Qwest/CenturyLink states: No.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- a. Qwest/CenturyLink objects to this request because the use of the term “you” is vague, ambiguous, and overbroad. Subject to and without waiving its objections, Qwest/CenturyLink states: while members of the Legacy Qwest wholesale team responsible for OSS and CMP were aware that Legacy Qwest had the deferred CR and that the status of the deferred CR was going to be modified, this decision was part of Legacy Qwest’s ongoing, business-as-usual pre-merger, separate operations and not related to the merger discussions. Members of the Legacy Qwest and Legacy CenturyLink negotiation teams were not aware that Legacy Qwest would modify the status of the change requests, however, neither is it relevant as the negotiations concentrated on CLEC concerns regarding replacement of Legacy Qwest OSS with Legacy CenturyLink OSS. Because the companies continued to operate as separate companies until closing, the normal business operations of the companies continued separately, including the decisions of Legacy Qwest’s wholesale staff surrounding changes submitted in CMP.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- b. Qwest/CenturyLink objects to this request because the use of the term “you” is vague, ambiguous and overbroad. Subject to and without waiving its objections, Qwest/CenturyLink states: See response to part a of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- c. Qwest/CenturyLink objects to this request because the use of the term “you” is vague, ambiguous and overbroad. Subject to and without waiving its objections, Qwest/CenturyLink states: Deny. See response to part a of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

- d. Qwest/CenturyLink objects to this request because the use of the term “you” is vague, ambiguous and overbroad. Subject to and without waiving its objections, Qwest/CenturyLink states: Deny. See response to part a of this request.

Respondents: Legal, Cecilia Tank and Renee Albersheim

Party: Joint CLECs

Request No.: 021

Request No. 21: In their Answer Subject to Motion to Dismiss, which was filed with the Commission on June 20, Qwest and CenturyLink state “Qwest/CenturyLink does intend to implement MTG for its own use” With reference to this statement, please:

- a. Identify each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink that will implement and use MTG;
- c. Identify the date when each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink will implement and use MTG;
- d. Identify each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink that currently uses MEDIACC for its own use;
- e. Identify each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink that will continue to use MEDIACC for its own use after MTG is deployed;
- f. Identify each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink that currently uses CEMR for its own use;
- g. Identify each direct or indirect parent, subsidiary, or affiliate of Qwest or CenturyLink that will continue to use CEMR for its own use after MTG is deployed;
- h. Identify each person who was involved in the decision that Qwest/CenturyLink will implement MTG for its own use and describe that person’s role in the decision;
- i. Identify and produce copies of any document that evidences, refers or relates to the decision that Qwest/CenturyLink will implement MTG for its own use and when that will occur.

Response:

- a. None. Qwest/CenturyLink is not an end user of MEDIACC or MTG. Qwest/CenturyLink receives trouble reports from MEDIACC and publishes events related to those trouble reports back to the end users of

MEDIACC. Qwest/CenturyLink will have the same interactions with end users of MTG.

- b. The request has no part b.
- c. Please see the response to part a of this request.
- d. Please see the response to part a of this request.
- e. Please see the response to part a of this request.
- f. None use CEMR for its own use. Please see the response to Request 4d for the departments that currently use CEMR and will continue to do so in support of customers' use of CEMR.
- g. Please see the response to part f of this request.
- h. Please see the response to part a of this request.
- i. Please see the response to part a of this request.

Respondents: Cecilia Tank and Renee Albersheim

Supplemental Response:

- a) Qwest/CenturyLink is not an end user of MEDIACC or MTG. Qwest/CenturyLink receives trouble reports from MEDIACC and publishes events related to those trouble reports back to the end users of MEDIACC. MEDIACC and MTG are interfaces between Qwest systems and other users' systems. Qwest does not need to interface with its own systems, so Qwest's own or internal use of the systems is limited to a few customers who require interfaces to Qwest repair systems. Qwest/CenturyLink will have the same interactions with end users of MTG. Qwest/CenturyLink's "use" of MEDIACC will not change between the time the merger settlements were executed and the end of the 30-month settlement period. Prior to the merger, and continuing until MEDIACC is retired in 2013, Qwest/CenturyLink's "use" of MEDIACC has been and will be limited to offering MEDIACC to CLECs and others who need to interface with legacy Qwest repair systems. Qwest/CenturyLink's "use" of MTG, when implemented, will be similarly limited – that is, Qwest/CenturyLink will use MTG only in the sense that it offers MTG to CLECs and others that need to interface with legacy Qwest repair systems. Please note, however, Qwest/CenturyLink does not currently have any customers (whether Qwest/CenturyLink affiliates or other entities) other than wholesale customers who use MEDIACC as an interface with legacy Qwest repair systems. See Direct Testimony of Renée Albersheim, p. 11-13.

b) The request has no part b.

c) None

d) None

e) None

Respondents: Cecilia Tank and Renee Albersheim

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Colorado
Docket No. 11F-436T
Joint CLECs 03-001

Party: Joint CLECs

Request No.: 001

Request No. 1: With respect to the your response to the Joint CLEC's Second Set of Information Requests, Request No. 2, regarding the three different versions (November 2007, December 2007 and February 2009) of the document that has been identified as Exhibit RA-4b to the Albersheim Answer Testimony:

- a. State which version Ms. Albersheim included as RA-4b to her Answer Testimony;
- b. Provide the versions not included as RA-4b to Ms. Albersheim's Answer Testimony.

Response:

- a. February 2009.
- b. Please see confidential Attachment A and confidential Attachment B.

Respondent: Renée Albersheim

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Colorado
Docket No. 11F-436T
Joint CLECs 03-005

Party: Joint CLECs

Request No.: 005

Request No. 5: With respect to the Attachment A to your response to the Joint CLECs' Second Set of Information Requests, Request No. 9:

- a. State the date when the Attachment was prepared;
- b. Identify each person involved in the document's preparation and, with respect to each such person, state whether the person is a current employee of Qwest;
- c. Identify each person to whom the document was distributed and the date when the document was distributed to that person and, with respect to each such person, state whether the person is a current employee of Qwest;
- d. State whether there have been any subsequent versions or drafts of the document and provide a copy of any such subsequent version or draft.

Response:

- a. October 2007.
- b. Rich Rockwell – current CenturyLink employee
- c. October 2007. Recipients: Sandeep Kulkarni, current CenturyLink employee, and Teresa Jacobs, current CenturyLink employee.
- d. Please see confidential Attachment A.

Respondent: Renée Albersheim

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
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Colorado
Docket No. 11F-436T
Joint CLECs 03-007

Party: Joint CLECs

Request No.: 007

Request No. 7: CenturyLink denied the Joint CLECs's Second Set of Information Requests, Request No. 14.a, regarding testimony on page 23 of Ms. Albersheim's Answer Testimony which states that CLEC users of CEMR/MEDIACC will not need training when they switch to CEMR/MRG.

a Admit that Qwest cannot say with certainty that CLECs will not need to provide internal training on differences in the way data is presented until Qwest finalizes the development of CEMR/MTG and a CLEC identifies the differences in the way data is presented.

i. If your response to Request 7.a is anything other than an unequivocal "Yes," state each fact upon which your response is based;

ii. If your response to Request 7.a is anything other than an unqualified admission, identify and provide copies of each document that evidences, refers or relates to any fact upon which your response is based.

b. Admit that your response to the Joint CLECs' Second Set of Information Requests, Request No. 14.a, was limited to training that CenturyLink may need to provide a CLEC and not training that a CLEC may choose to provide internally to its CEMR users.

i. If your response to Request 7.b is anything other than an unconditional admission, state each fact upon which your response is based;

ii. If your response to Request 7.b is anything other than an unqualified admission, identify and provide copies of each document that evidences, refers or relates to any fact upon which your response is based.

Response:

a. Partially admitted. CenturyLink cannot assess the capabilities of CLEC's internal staff.

i. Please see the response to part a.

ii. Please see the response to part a.

b. Denied. CenturyLink cannot assess the capabilities of CLEC's internal staff.

i. Please see the response to part b.

ii. Please see the response to part b.

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Respondents: Renée Albersheim and Cecilia Tank

CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER

Colorado
Docket No. 11F-436T
Joint CLECs 03-008

Party: Joint CLECs

Request No.: 008

Request No. 8: In its Report on MEDIACC Risks, at p. 2, Qwest/CenturyLink states that eight CLECs use software from a vendor for their interface to MEDIACC.

- a. Identify each of the CLECs referred to and the vendor used.
- b. Of those CLECs using MEDIACC who also use a software vendor for their interface to MEDIACC, which ones use a vendor pursuant to a service bureau agreement?
- c. Of those CLECs using MEDIACC who also use a software vendor for their interface to MEDIACC, which ones use a vendor pursuant to a licensed product agreement?
- d. Of the vendors identified in response to Request 8.b, which interface with MEDIACC using CMIP?
- e. Of the vendors identified in response to Request 8.b, which interface with MEDIACC using XML?
- f. Of those carriers identified in response to Request 8.b, which interface with the vendor using CMIP?
- g. Of those carriers identified in response to Request 8.b, which interface with the vendor using XML?

Response:

Please see Confidential Attachment A for responses a and b.

- c. CenturyLink has no information regarding contracts between CLECs and their vendors.
- d. All. Any vendor that interfaces with MEDIACC does so through CMIP.
- e. None. Any vendor that interfaces with MEDIACC does so through CMIP.
- f. All. Any carrier that interfaces with MEDIACC does so through CMIP.
- g. None. Any carrier that interfaces with MEDIACC does so through CMIP.

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Respondents: Renée Albersheim and Cecilia Tank

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Colorado
Docket No. 11F-436T
Joint CLECs 03-009

Party: Joint CLECs

Request No.: 009

Request No. 9: In its Report on MEDIACC Risks, at page 11, Qwest/CenturyLink states that "If a vendor such as such as Synchronoss has developed an interface to MTG, the CLECs who use MEDIACC will have the option of using the vendor interface of MTG." With respect to this statement: Admit that a CLEC that does not currently use a vendor such as Synchronoss cannot use the vendor interface of MTG without performing some development/coding and without incurring costs.

- a. If your response is anything other than an unqualified admission:
 - i. State each fact upon which your response is based;'
 - ii. Identify and provide copies of each document that supports, contradicts, refers or relates to each fact upon which your responses is based.
- b. Please describe the activities that would need to be performed, the time each activity would take, and the costs involved for a CLEC that does not currently use a vendor such as Synchronoss to "use the vendor interface of MTG." If you indicate that no activity would need to be performed, please explain how a CLEC that does not currently use a vendor such as Synchronoss would connect/interface with the vendor.

Response:

- a. Not applicable
- b. CenturyLink has no information regarding CLEC system, costs, vendors or processes that permit a response to this question.

Respondents: Renée Albersheim and Cecilia Tank

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Colorado
Docket No. 11F-436T
Joint CLECs 03-010

Party: Joint CLECs

Request No.: 010

Request No. 10: In its Report on MEDIACC Risks, Qwest/CenturyLink states that "CenturyLink QC has received inquiries from several companies who wish to begin developing an interface to MTG when it becomes available or shortly thereafter. It should be noted that these companies face a financial and technical decision if they do business in Minnesota. As a result of the Commission Order in this case, these companies cannot migrate to MTG in Minnesota. While they may develop an interface to MTG, and can implement it in the other 13 legacy states, they will have to maintain their interface to MEDIACC in Minnesota. It could be more costly for them to maintain interfaces to two systems, especially if they use a vendor like Synchronoss for their MEDIACC interface." With respect to this statement, please answer the following:

- a. What is the "financial and technical decision" that is being referred to?
- b. Identify the companies referred to and state whether each company is a CLEC.
- c. With respect to your statement that it could be more costly for companies to maintain two systems:
 - i. State each fact upon which that statement is based.
 - ii. Identify and provide copies of any document that supports, contradicts, refers or relates to each fact upon which your response is based.
- d. With respect to your statement that it will be more costly for companies to maintain interfaces with two systems, especially if they use a vendor like Synchronoss:
 - i. State each fact upon which that statement is based.
 - ii. Identify and provide copies of any document that supports, contradicts, refers or relates to each fact upon which your response is based.
 - iii. Is the statement true if the company uses the vendor pursuant to a service bureau agreement?

Response:

- a. Each company must decide if it is going to develop an interface to MTG for the other 13 states, continue to maintain the interface to MEDIACC for Minnesota, and if the decision is made to keep two interfaces, how to merge the information from each of these interfaces into internal systems. Each of these technical decisions bears financial costs.

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b. The reference was generic and was not intended to refer to any specific company. These decisions apply to all the companies that currently maintain a B2B interface for repair with MEDIACC, but they also apply to any company that wishes to build a new B2B interface for repair going forward.

c.

i. This statement is based general systems knowledge and experience and an understanding that there are going to be more costs associated with maintaining two systems than one.

ii. The statement did not make any predictions as to the exact nature of these costs, because CenturyLink does not have any information regarding the internal systems development costs at individual CLEC companies, therefore CenturyLink has no relevant documents to produce.

d.

i. CenturyLink is aware that Synchronoss generally charges both for its development services and for monthly service fees.

ii. CenturyLink did not make a precise statement as to the nature of the cost of using Synchronoss, because CenturyLink does not know how much CLECs pay Synchronoss. CenturyLink is not privy to the contracts between CLECs and Synchronoss, therefore CenturyLink has no relevant documents to produce.

Respondent: Renée Albersheim

**CONTAINS INFORMATION DESIGNATED BY QWEST/CENTURYLINK AS
CONFIDENTIAL — SUBJECT TO PROTECTIVE ORDER**

Colorado
Docket No. 11F-436T
Joint CLECs 03-011

Party: Joint CLECs

Request No.: 011

Request No. 11: Describe all communications and produce all documents evidencing, referring, or relating to any communication that you have with any vendor, including but not limited to Synchronoss and DSET:

- a. Regarding the development or use of an XML interface in Qwest territory;
- b. Regarding CLECs' use of the vendor to provide an interface to MEDIACC;
- c. Regarding whether, if the vendor has developed an interface to MTG, the effort and/or expense would be required for a CLEC to use the vendor interface to MTG;
- d. Regarding whether it would be more costly for CLECs who use a vendor for their MEDIACC interface to maintain interfaces to two systems, as asserted in the Report on MEDIACC Risks at page 12.

Response:

- a. Please see Confidential Attachments A, B and C.
- b. CenturyLink does not have access to communications between CLECs and their vendors, and therefore has no documents responsive to this request.
- c. CenturyLink does not have access to contracts between CLECs and their vendors, and therefore has no documents responsive to this request.
- d. Please see the response to part c.

Respondents: Renée Albersheim and Cecilia Tank

Party: Staff

Request No. 002

Request No. 2: Individually for the XML OSS(s) identified in PUC-1, provide:

- a. A brief description of the functionality of the system(s);
- b. An explanation of the determining factors for changing the OSS from EDI to XML;
- c. The change requests or modifications (bug fixes and/or enhancements), including internal clients' requests, related specifically to the conversions from EDI to XML for each OSS;
- d. Of the number of change requests or modifications identified in PUC-2, identify each request that was rejected and why; and
- e. Provide a description of any internal and external testing that was completed for the conversion from EDI to XML and the results of such tests.

Response:

- a. IMA-GUI (Interconnect Mediated Access-GUI) allows external CLECs to perform wholesale pre-order, order and post-order transactions via the internet including creating LSRs (Local Service Requests).

IMA-XML (Interconnect Mediated Access - XML) allows external CLECs and BMG clients to perform wholesale pre-order, order and post-order transactions via secure XML based web services, including creating LSRs (Local Service Requests). This is the B2B interface for our clients.

CORA™ GUI application that manages ASRs (Access Service Requests) as they are manually submitted to CenturyLink via a GUI from external CLECS; provides edits and validations against the ASRs to help ensure that accurate information is submitted to CenturyLink for further processing.

CORA™ (CenturyLink™ Online Request Application) enables users to create, submit, and manage ASR *Access Service Requests* online.

- b. The XML implementation will simplify versioning and reduce development costs. Please see also the response to staff request 1-13 for a discussion of the benefits of XML versus CMIP.
- c. Please see Albersheim Direct Exhibit RA-5, which is attached here as Attachment A, and which contains all of the CMP Change Requests that implemented the conversion of the IMA and CORA (previously QORA) gateways to XML. See also attachment B to this response which contains SCR042605-01, an initial change request to convert IMA-EDI to IMA-XML. This change request was withdrawn.
- d. Change request SCR042605-01 was withdrawn. Though the CLECs were enthusiastic, about moving to XML, some CLECs were concerned with LSOG versioning and wanted to be sure XML would use the most current version.
- e. Please see Confidential Attachments A through HH, which are all documents still available regarding internal and external testing of the conversion from IMA EDI to IMA XML.

Respondents: Renée Albersheim and Cecilia Tank

Party: Staff

Request No.: 009

Request No. 9: Provide the root cause analysis and resolution for the MEDIACC failure referenced in the Answer Testimony of Renee Albersheim, Exhibit RA-13 Gateway Availability PIDs GA-3 and GA-6.

Response:

Please see confidential attachment A. This root cause analysis report indicates that the source of the outage was a network issue that resulted in the unavailability of multiple CenturyLink QC applications. This outage was not caused by a failure of either the MEDIACC or CEMR applications.

Respondents: Renée Albersheim and Cecilia Tank

State of Minnesota
DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

Utility Information Request

Docket Number: MN PUC Docket No. P421, et al./C-11-684 Date of Request: October 14, 2011

Requested From: Jason Topp Response Due: October 26, 2011
CenturyLink
200 South 5th Street, Room 2200
Minneapolis, MN 55402

Analyst Requesting Information: Andrew Bahn

Type of Inquiry: Financial Rate of Return Rate Design
 Engineering Forecasting Conservation
 Cost of Service CIP Other:

If you feel your responses are trade secret or privileged, please indicate this on your response.

Request No.	
6	<p>Reference: Oral Argument before the Minnesota Public Utilities Commission (Commission) on August 11, 2011, in now-consolidated Dockets 10-456 and 11-684.</p> <p>During the August 11, 2011 PUC hearing Counsel for CenturyLink, Jason Topp, stated:</p> <p style="padding-left: 40px;">We have been proactively meeting with CLECs in an attempt to address these issues and, you know, I certainly won't go into detail regarding those discussions; other than, at least, when you talk on the business side of the house, there does seem to be an understanding of this concern and a moving forward of the replacement. Now, there are different interests with different companies, so I don't want to say that, obviously there has been some dispute related to this, but it is a little bit baffling for us to just face this kind of pounding in regulatory arenas at the same time that when we talk business to business with these companies, it seems like there's an interest in moving forward. (Emphasis Added).</p> <p><i>Continued on next page</i></p>

- a. Please provide CenturyLink GC's full and complete definition of the phrase, "pounding in regulatory arenas," as stated by its counsel, and identify each act or event of "pounding in regulatory arenas" that counsel for CenturyLink GC referred to in his statement quoted above. For each act or event identified, please identify each individuals and his or her associated organization, that committed the "pounding in regulatory arenas" referenced above, and the state or specific "regulatory arena" involved.
- b. Please state whether the acts or events that CenturyLink QC concerns to have constituted "pounding in regulatory arenas" involved the Minnesota Commission or statements of any individual member of the Minnesota Commission. If so, please fully explain the response.
- c. Is it CenturyLink QC's position that enforcement of parties' settlement commitments, and/or enforcement of the accompanying Commission Order adopting those commitments, would constitute "pounding in regulatory arenas?"
- d. Provide each document (as the term "document" is defined in the October 7, 2011 information requests of Integra to Qwest and CenturyLink) that reflects a "Business to Business" discussion between CenturyLink QC and Competitive Local Exchange Companies (CLECs) in regard to Qwest, CenturyLink and/or CenturyLink QC moving forward with MTG, whether or not the CLEC involved appeared to have "an interest in moving forward with the replacement of MEDIACC with MTG."

Response:

- a. CenturyLink/Qwest objects to this question as being vague, argumentative, not reasonably calculated to lead to the discovery of admissible evidence, and seeks attorney work product.

Notwithstanding and without waiving these objections, the quoted arguments constitute an effort by counsel to point out the apparent inconsistency between the position the CLECs are taking in the complaints filed in Washington, Colorado, and Minnesota and their apparent business interest in developing an XML repair interface.

- b. CenturyLink/Qwest objects to this question as being vague, argumentative, not reasonably calculated to lead to the discovery of admissible evidence and seeks attorney work product.

Notwithstanding and without waiving these objections, please see the response to subpart a.

- c. CenturyLink/Qwest objects to this question as being vague, argumentative, not reasonably calculated to lead to the discovery of admissible evidence and seeks attorney work product.

Notwithstanding and without waiving these objections, please see the response to subpart a.

- d. Please see Attachments A through K. Attachments A-D, Attachments F-H and Attachment K are Trade Secret. All other communications were by telephone.

State of Minnesota
DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

Utility Information Request

Docket Number: MN PUC Docket No. P421, et al./C-11-684 Date of Request: October 14, 2011

Requested From: Jason Topp Response Due: October 26, 2011
 CenturyLink
 200 South 5th Street, Room 2200
 Minneapolis, MN 55402

Analyst Requesting Information: Andrew Bahn

Type of Inquiry: Financial Rate of Return Rate Design
 Engineering Forecasting Conservation
 Cost of Service CIP Other:

If you feel your responses are trade secret or privileged, please indicate this on your response.

Request No.	
7	<p>Reference: Oral Argument before the Minnesota Public Utilities Commission (Commission) on August 11, 2011, in now-consolidated Dockets 10-456 and 11-684.</p> <p>During the August 11, 2011 Commission hearing, Commissioner Boyd asked if MEDIACC:</p> <p style="padding-left: 40px;">is in such rickety shape, how is it that this didn't come up to the best of my knowledge, in the merger proceeding? You were in imminent danger, but we went through the merger without talking about it.</p> <p>Counsel for CenturyLink QC, Jason Topp, responded:</p> <p style="padding-left: 40px;">Well, it, again, it was something that was being talked on the business side, absolutely. As far as before the Commission, there really wasn't a dispute about the adequacy of Qwest's OSS. (Emphasis added).</p> <p><i>Continued on next page</i></p>

Similarly, earlier in the same Commission hearing, in regard to MEDIACC risks, counsel for CenturyLink QC, Jason Topp, stated:

But, executives at Qwest, because this was pre merger when this started, have become very concerned about the risks associated with this and, believe me, **I wasn't happy to see this come up in the middle of merger proceeding**, but it's that important to us that we thought this was something that needed to be addressed. (Emphasis added).

When asked by Commissioner Boyd, why Qwest or CenturyLink QC did not file an exception to the ALJ report proposed finding that there is no need to make alterations to OSS in Qwest States, counsel for CenturyLink, Jason Topp, responded:

From our perspective this is something that was being actively **communicated and discussed on a business basis**, while this was taking place. We were of the view that this was not impacted by the merger proceeding, we communicated that view on a business basis but, that's, we are where we are sitting here today. (Emphasis added).

- a. Please provide CenturyLink QC's complete definition of the terms "business side" and "business basis," As quoted above. If the meaning of the terms "business side" and/or "business basis" were defined differently by Qwest or CenturyLink from the definition of CenturyLink QC, please fully explain.
- b. Please identify each of the conversations or discussions referenced by counsel, above. As to each conversation or discussion, explain if it was an internal communications within Qwest, within CenturyLink and/or between Qwest and CenturyLink.
- c. As to each conversations or discussions identified in response to b) immediately above, please identify each CLEC that took part in such communication.
- d. Please provide each email, correspondence and related document (as the term "document" is defined in the October 7, 2011 information requests of Integra to Qwest and CenturyLink) that refers or relates to the risks for MEDIACC that counsel said were being discussed on the "business side" or on a "business basis" during the merger proceeding, MPUC Docket 10-456, between the time the petition was filed until issuance of the Commission's order that approved the transaction.

Continued on next page

- e. Please fully explain the statement that counsel “wasn’t happy to see this come up in the middle of merger proceeding.”
- f. Please identify the individuals associated with Qwest as well as the individuals associated with CenturyLink who directed that Qwest and/or CenturyLink witnesses or counsel not reveal to the Commission the risks of imminent failure of the legacy Qwest maintenance and repair OSS, MEDIACC, that were being talked about on “the business side” during the merger proceeding.
- g. Please fully explain why Qwest and/or CenturyLink did not reveal to the Commission at any time during the merger proceeding the imminent risk, or inadequacy, of the legacy Qwest maintenance and repair OSS, MEDIACC.

Response:

- a. These statements by counsel were in regard to the Change Management Process (“CMP”). Please see Report on MEDIACC Risks, Attachments Z and AA for the change requests submitted to the CMP in 2008 regarding MEDIACC and MTG. These documents have been shared publicly and contain a complete record of the communications by Legacy Qwest, now CenturyLink with the CLEC community regarding these systems.
- b. Please see the response to part a above.
- c. Please see the response to part a above.
- d. Please see the response to part a above.
- e. CenturyLink/Qwest objects to this request as being not reasonably calculated to lead to the discovery of admissible evidence, is vague, and seeks attorney work product.

Notwithstanding and without waiving these objections, the response speaks for itself.

- f. CenturyLink/Qwest objects to this request due to attorney client privilege and attorney work product. In addition, the request is not reasonably calculated to lead to the discovery of admissible evidence and assumes facts that are not true.
- g. CenturyLink/Qwest objects to this request due to attorney client privilege and attorney work product. In addition, the request is not reasonably calculated to lead to the discovery of admissible evidence and assumes facts that are not true. As explained in prior filings, Qwest did not view this issue as being related to the merger. CenturyLink was not aware of this issue. Please see the Answer Testimony of Michael Hunsucker, at pages 9-11, filed on September 15th in the Colorado complaint on this issue, Docket 11F-436T.