

CENTURYLINK'S STATEMENT OF ISSUES AND PROPOSED SCHEDULE

STATEMENT OF ISSUES

In complaint proceedings filed by Level 3 and Pac-West to enforce their interconnection agreements with Qwest, the Commission initially ordered Qwest to pay reciprocal compensation on all ISP traffic, including VNXX traffic, and Qwest complied with the Commission's Orders. Those orders were subsequently appealed and on remand from the United States District Court for the District of Washington the Commission subsequently determined that Qwest did not owe reciprocal compensation on VNXX ISP traffic. The issues presented to the Commission in this phase of these consolidated proceedings are:

1. How much of a refund do Level 3 and Pac-West each owe to Qwest Corporation for the payments made under the original Commission orders?
 - (a) Did Level 3 and Pac-West actually terminate the traffic for which Qwest was ordered to pay reciprocal compensation under the Parties' respective interconnection agreements?
 - (b) For the traffic for which Qwest paid reciprocal compensation, where were the modems, if any, at which calls terminated located?
 - (c) How much of the traffic for which Qwest made payment originated and terminated within the same local calling area?
 - (d) How much of the traffic for which Qwest made payment originated in one local calling area and terminated in a different local calling area?
2. What further compensation is due to Qwest under the Parties' interconnection agreements for traffic that originated in one local calling area and terminated in a different local calling area?
3. What is the appropriate time period to be considered in this proceeding?
4. To what extent do the doctrines of waiver, estoppels, or laches operate to prevent Level 3 and Pac-West from asserting that the traffic at issue is interstate, and that the Commission lacks jurisdiction over it, when those parties initiated the actions as enforcement proceedings for ICAs, and asserted that the traffic was compensable under the ICA?
5. Whether interest is due to the prevailing party and, if so, at what rate?
6. For the dispute with Pac-West, what is the effect of the Pac-West bankruptcy and any agreements entered into between Qwest and Pac-West in connection with the bankruptcy?
7. If Pac-West raises statute of limitations issues, to what extent and how should those issues be addressed?

PROPOSED SCHEDULE

May 1, 2012	Prehearing conference (discovery allowed)
July, 30, 2012	Opening Testimony (simultaneous)
September 10, 2012	Reply testimony (simultaneous)
October 16-17, 2012	Hearing