



CenturyLink™

June 14, 2012

**VIA HAND DELIVERY**

Ms. Ann Cole, Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
12 JUN 14 PM 4: 25  
COMMISSION  
CLERK

**Re: Docket No. 090538-TP - Amended Complaint of QWEST COMMUNICATIONS COMPANY, LLC, Against MCIMETRO ACCESS TRANSMISSION SERVICES, LLC (D/B/A VERIZON ACCESS TRANSMISSION SERVICES), XO COMMUNICATIONS SERVICES, INC., TW TELECOM OF FLORIDA, L.P., GRANITE TELECOMMUNICATIONS, LLC, BROADWING COMMUNICATIONS, LLC, ACCESS POINT, INC., BIRCH COMMUNICATIONS, INC., BUDGET PREPAY, INC., BULLSEYE TELECOM, INC., DELTACOM, INC., ERNEST COMMUNICATIONS, INC., FLATEL, INC., NAVIGATOR TELECOMMUNICATIONS, LLC, PAETEC COMMUNICATIONS, INC., STS TELECOM, LLC, US LEC OF FLORIDA, LLC, WINDSTREAM NUVOX, INC., AND JOHN DOES 1 THROUGH 50, for unlawful discrimination**

Dear Ms. Cole:

Enclosed for filing in the above referenced docket matter is the original and fifteen (15) copies of CenturyLink QCC's Redacted Direct Testimony and Exhibits for the following:

1. Lisa Hensley Eckert, Exhibit LHE-1 - DN 03885-12
2. Dennis L. Weisman, Exhibit DLW-1 (Redacted) DN 03886-12
3. Derek Canfield, Exhibits DAC-1-DAC-30 (Redacted) DN 03887-12
4. William R. Easton, Exhibits WRE-1-WRE-44 (Redacted) DN 03888-12

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same.

Copies are being served upon the parties in this docket pursuant to the attached certificate of service.

Sincerely,

Susan S. Masterton

Enclosures

COM  
APA  
ECR  
GCL  
MAD  
SRC  
ADM  
OFC  
CLK

SUSAN S. MASTERTON  
Senior Corporate Counsel  
315 S. Calhoun St., Suite 500  
Tallahassee, FL 32031  
Tel: (850) 599-1560  
Fax: (850) 224-0794  
susan.masterton@centurylink.com

03885 JUN 14 2012

FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE**  
**DOCKET NO. 090538-TP**

I hereby certify that a true and correct copy of the foregoing has been served upon the following via Overnight Delivery on this 14<sup>th</sup> day of June, 2012.

Florida Public Service Commission Theresa Tan Office of General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850	Division of Regulatory Analysis Jessica Miller Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399
Birch Communications, Inc. Chris Bunce 2300 Main Street, Suite 600 Kansas City, MO 64108-2415	Bingham Law Firm Eric J. Branfman/Philip J. Macres 2020 K Street, N.W. Washington, DC 20006
Ernest Communications, Inc. 5275 Triangle Parkway, Suite 150 Norcross, GA 30092-6511	Broadwing Communications, LLC Greg Diamond c/o Level 3 Communications 1025 Eldorado Blvd. Broomfield, CO 80021-8869
BullsEye Telecom, Inc. David Bailey 25925 Telegraph Road, Suite 210 Southfield, MI 48033-2527	Broadwing Communications, LLC Rutledge Law Firm Marsha E. Rule P.O. Box 551 Tallahassee, FL 32302-0551
Granite Telecommunications, LLC 100 Newport Avenue Extension Quincy, MA 02171-1734	Flatel, Inc. c/o Adriana Solar Executive Center, Suite 100 2300 Palm Beach Lakes Blvd. West Palm Beach, FL 33409-3307
Navigator Telecommunications, LLC David Stotelmyer 8525 Riverwood Park Drive North Little Rock, AR 72113	Paula W. Foley One Communication--Earthlink 5 Wall Street Burlington, MA 01803
Klein Law Group Andrew M. Klein/Allen C. Zoracki 1250 Connecticut Ave. NW, Suite 200 Washington, DC 20036	PaeTec Communications, Inc. John B. Messenger, Vice President and One PaeTec Plaza 600 Willowbrook Office Park Fairport, NY 14450-4233

Verizon Access Transmission Services Rebecca A. Edmonston 106 East College Avenue, Suite 710 Tallahassee, FL 32301-7721	Budget Prepay, Inc. Alan G. Gold 1501 Sunset Drive 2 <sup>nd</sup> Floor Coral Gables, FL 33143
Verizon Florida LLC Dulaney L. O'Roark III Six Concourse Parkway, NE, Suite 800 Atlanta, GA 30328	Gunster, Yoakley & Stewart, P.A. Matthew J. Feil 215 South Monroe Street, Suite 601 Tallahassee, FL 32301
Ms. Bettye Willis Windstream 1201 Peachtree Street, Suite 610 Atlanta, GA 30309	TW Telecom of Florida L.P. Carolyn Ridley 2078 Quail Run Drive Bowling Green, KY 42104
	Windstream NuVox, Inc. Ed Krachmer 4001 Rodney Parham Road MS: 1170-BIFO3-53A Little Rock, AR 7221 2

*Susan S. Masterton*

Susan S. Masterton

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF FLORIDA

In re: Amended Complaint of Qwest Communications Company, LLC against MCImetro Access Transmission Services (d/b/a Verizon Access Transmission Services); XO Communications Services, Inc.; tw telecom of florida, l.p.; Granite Telecommunications, LLC; Broadwing Communications, LLC; Access Point, Inc.; Birch Communications, Inc.; Budget Prepay, Inc.; Bullseye Telecom, Inc.; DeltaCom, Inc.; Ernest Communications, Inc.; Flatel, Inc.; Lightyear Network Solutions, LLC; Navigator Telecommunications, LLC; PaeTec Communications, Inc.; STS Telecom, LLC; US LEC of Florida, LLC; Windstream Nuvox, Inc.; and John Does 1 through 50, for unlawful discrimination.

DOCKET NO. 090538-TP

DIRECT TESTIMONY OF LISA HENSLEY ECKERT

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

COM 5  
APA \_\_\_\_\_  
ECR \_\_\_\_\_  
~~GCD~~ 8  
RAD 1  
SRC \_\_\_\_\_  
ADM \_\_\_\_\_  
OPC \_\_\_\_\_  
CLK \_\_\_\_\_  
Ct Pay 1

Filed: June 14, 2012

**TABLE OF CONTENTS**

**I. IDENTIFICATION OF WITNESS.....1**

**II. PURPOSE OF TESTIMONY.....2**

**III. DISCOVERY OF OFF TARIFF AGREEMENTS.....3**

**IV. STATUS OF ONGOING LITIGATION.....11**

**I. IDENTIFICATION OF WITNESS**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23

**Q. PLEASE STATE YOUR NAME, CURRENT TITLE, EMPLOYER AND BUSINESS ADDRESS.**

**A.** My name is Lisa Hensley Eckert. I am a Director in the Public Policy Organization at CenturyLink Inc., the corporate parent of Qwest Communications Company, LLC. ("QCC"). My business address is 1801 California Street, 10<sup>th</sup> Floor, Denver, Colorado 80202.

**Q. PLEASE REVIEW YOUR EDUCATION, WORK EXPERIENCE, AND PRESENT RESPONSIBILITIES, AS THEY PERTAIN TO THIS PROCEEDING.**

**A.** I obtained Bachelor of Science degrees in History, Psychology and Physical Anthropology (general social sciences) from Kansas State University. I then attended and graduated from University of Denver College of Law in December 1995 with a Juris Doctorate. I have been a member of the Colorado Bar since 1996.

I joined US WEST in 2000 as a Project Manager in the Network Organization. I then moved to the Network Technical Regulatory team from 2001 to 2003, responsible for addressing network-related questions in the various proceedings on the §271 applications of Qwest Corporation, QCC's incumbent LEC affiliate. In particular, I worked with external auditors and internal teams to develop responses to questions regarding internal process and procedures related to §271, while supporting the lead witnesses on material issues during the §271 process. In November 2003, I accepted the position of Staff Director in the Public Policy Organization, responsible for company-wide Intrastate Intercarrier Compensation issues, such as switched access, reciprocal compensation and SS7 signaling. I developed the company-wide advocacy concerning the restructuring of access rates, the subsidies included in access rates and how reforming access should be approached at the state level. In 2006, I took on the additional

1 responsibility of Federal Inter-carrier Compensation advocacy. In these roles, I work regularly  
2 with the business teams to investigate and analyze situations where other companies cheat the  
3 inter-carrier compensation system. I also developed advocacy at both the state and federal  
4 levels to combat such schemes. Unfiled switched access agreement issues are within my areas  
5 of direct responsibility.

6 **Q. HAVE YOU TESTIFIED BEFORE THIS OR OTHER REGULATORY**  
7 **COMMISSIONS?**

8 **A.** I have never testified before the Florida Commission. However, I have filed testimony and  
9 testified before the Colorado Public Utilities Commission and filed an affidavit with the  
10 California Public Utilities Commission in QCC's parallel complaint proceeding. I have also  
11 filed testimony in Pennsylvania and California on behalf of QCC, and have filed testimony and  
12 testified on behalf of QCC in Iowa. I have also filed testimony and testified on behalf of Qwest  
13 Corporation in Nebraska. I have also filed affidavits and presented *ex partes* at the FCC on  
14 behalf of both QCC and Qwest Corporation.

15 **II. PURPOSE OF TESTIMONY**

16 **Q. WHAT ISSUE IDENTIFIED IN THE ORDER ESTABLISHING PROCEDURE**  
17 **(ORDER NO. PSC-12-0048-PCO-TP) DOES YOUR TESTIMONY ADDRESS?**

18 **A.** My testimony primarily relates to (in tandem with the testimony of William R. Easton) Issue  
19 No. 8(a) on the Tentative List of Issues – “Are Qwest’s claims barred or limited, in whole or in  
20 part, by the statute of limitations.” In that regard, my testimony describes QCC’s diligent  
21 efforts in attempting to gather facts and documents after becoming generally aware that some  
22 CLECs had entered into secret switched access discount agreements with preferred IXCs.  
23 Despite its substantial efforts, QCC was precluded from obtaining this information until it

1 initiated complex regulatory litigation in numerous states, including Florida.

2 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS CASE?**

3 **A.** For many years, the Respondent competitive local exchange carriers (“CLECs”) subjected  
4 QCC to unjust and unreasonable rate discrimination in connection with the provision of  
5 intrastate switched access services. These CLECs entered into unfiled, off-tariff individual case  
6 basis agreements with select interexchange carriers (“IXCs”) and failed to make those same  
7 rates, terms and conditions available to QCC. Mr. Easton discusses the CLECs’ price lists and  
8 agreements in his Direct Testimony. In my testimony I will explain how QCC first became  
9 generally aware of the existence of unfiled switched access agreements. I will then discuss  
10 QCC’s efforts to uncover the identity of the contracting CLECs and the terms and scope of the  
11 secret agreements, and its efforts to obtain non-discriminatory rate treatment prior to launching  
12 into complex litigation. While QCC does not believe it was its obligation – as the customer of  
13 a regulated, bottleneck service – to seek out non-discriminatory treatment (although that is a  
14 legal matter that will be addressed by counsel in briefing to the Commission), QCC made  
15 numerous (failed) attempts to gather pertinent information and protect its rights. Once those  
16 efforts failed, QCC initiated state-by-state litigation in several states. Finally, I will discuss the  
17 on-going litigation surrounding this issue in Colorado, California and New York.

18 **III. DISCOVERY OF OFF-TARIFF AGREEMENTS**

19 **Q. HOW DID QWEST BECOME AWARE THAT CLECS OFFERED SECRET**  
20 **SWITCHED ACCESS RATES TO OTHER IXCS?**

21 **A.** In 2004, the Minnesota Department of Commerce (“DOC”) filed a complaint against fifteen  
22 (15) CLECs and AT&T alleging that the CLECs had entered into secret, off-tariff agreements



1 allowing AT&T to receive switched access services at a rate lower than other IXCs pay.<sup>1</sup>  
2 However, QCC was not served with a copy of the complaint. Nor was it advised of the  
3 complaint at the time it was filed. In April, 2005 the Minnesota Public Utilities Commission  
4 ("MPUC") issued a Notice of Settlement and Request for Comment regarding a settlement with  
5 certain CLECs. The notice of the settlement was the first time QCC was made aware that  
6 CLECs had entered into secret switched access agreements with AT&T.

7 **Q. WHEN DID QWEST FIRST RECEIVE FORMAL NOTICE THAT ITS INTERESTS**  
8 **MIGHT BE IMPACTED BY THE COMPLAINT DOCKET?**

9 **A.** It was not until the MPUC issued its Notice of Settlement and Request for Comment on April  
10 15, 2005 that Qwest became aware of the proceeding and that its interests might be impacted.  
11 This was the first notice in the Docket that the MPUC issued to all Telecommunications  
12 Carriers in Minnesota, including Qwest. It advised the Minnesota IXCs (including QCC) of the  
13 existence of the June 2004 Department complaint and of the proposed stipulation. After  
14 receiving the Notice of Settlement, Qwest's Minnesota personnel surmised that the  
15 agreements at issue in Docket No. 04-235 might potentially impact Qwest. On or about  
16 April 29, 2005, Qwest asked to be added to the Service List in the Docket. Qwest filed  
17 comments in this docket on August 24, 2005.

18 **Q. WHEN QCC BECAME AWARE THAT AT&T HAD ENTERED INTO SECRET**  
19 **AGREEMENTS WITH CLECS, DID QCC KNOW ANY DETAILS OF THOSE**  
20 **AGREEMENTS?**

21 **A.** No, while the names of some of the CLECs involved in the settlement were public, details of

---

<sup>1</sup> *In the Matter of the Complaint of the Minnesota Department of Commerce for Commission Action Against AT&T Regarding Negotiated Contracts for Switched Access Services, Docket No. C-04-235).*

1 the agreements, and the agreements themselves, were not made available.

2 In total, the DOC complaint identified 15 CLECs, only two of which –Focal (now Broadwing)  
3 and MCImetro – are Respondents in this case. The Complaint narrowly focused on Minnesota  
4 state law violations, did not append the subject agreements and did not indicate that the secret  
5 switched access agreements offered discounts outside of Minnesota.

6 **Q. DID QCC SEEK ADDITIONAL INFORMATION REGARDING THE UNTARIFFED**  
7 **RATES?**

8 **A.** Yes. Soon after receiving the Notice of Settlement in April 2005, Qwest began seeking  
9 information (including public copies of actual agreements) regarding the untariffed rates to  
10 ascertain the potential impact on QCC as an IXC. Qwest sent an initial Data Practices Act  
11 request to the Department on May 31, 2005 seeking the untariffed contracts as public  
12 information. Qwest continued to speak with individuals in the Department in order to receive  
13 copies of the contracts. However, because of the specific language in the contracts, the  
14 Department was not willing to simply hand over the agreements.<sup>2</sup> In order to receive copies of  
15 any of the agreements, the contracting CLECs and IXCs had to first consent to the release of  
16 the documents. This was not readily agreed to by the CLECs who had entered into the  
17 agreements, and in fact some agreements are still not publically available. Qwest did not  
18 receive public copies of any of the agreements (i.e., copies it was allowed to use outside of the  
19 Minnesota dockets) until June 23, 2006, and then received only six documents. None of those  
20 agreements is at issue in this case. On or about June 30, 2006, QCC received “public” copies  
21 of several agreements including two that involve Respondents in this proceeding (Granite and

---

<sup>2</sup> In its March 16, 2006 comments in Docket No. C05-1282, the Minnesota Department of Commerce stated that “none of the agreements provide for voluntary disclosure of the actual agreement or even disclosure of the mere existence of the agreement unless the regulatory agency made a pointed request for a given agreement.”

1 tw telecom). While the Granite-AT&T agreement was produced to Qwest in June 2006,  
2 Granite's agreement with Sprint was not disclosed or identified. And, while the AT&T-tw  
3 telecom agreement was publicly disclosed, all non-Minnesota rate information was redacted.  
4 Thus, rate terms specific to tw telecom's preferential treatment of AT&T in Florida were not  
5 visible.

6 Although QCC did not begin to receive any public documents until June 2006, QCC did  
7 receive copies of several confidential off-tariff switched access agreements between certain  
8 CLECs and IXCs in the second quarter of 2006. It was, and still is, my understanding that  
9 those confidential agreements were to be used – pursuant to a Commission approved non-  
10 disclosure agreement that was executed by QCC in May 2006 – only for the purposes of the  
11 Minnesota proceedings.

12 **Q. WERE THERE FURTHER PROCEEDINGS IN MINNESOTA?**

13 **A.** Yes, on December 29, 2005, the DOC brought forward complaints regarding an additional 10  
14 CLECs in Minnesota who had entered into secret agreements with AT&T.<sup>3</sup>Of the 10 named  
15 CLECs, only Broadwing, Granite and tw telecom are Respondents in this case. QCC  
16 intervened in the docket, and finally received the agreements for those 10 CLECs in May/June  
17 2006, subject to protective order.

18 **Q. WHAT DID QCC DO WITH THE LIMITED INFORMATION IT HAD AVAILABLE**  
19 **TO IT?**

20 **A.** Based on the public agreements received as noted above, QCC attempted to assess  
21 whether those agreements implicated its interests in Minnesota. I was personally involved  
22 in those efforts which included, among other things, the retention of outside consultants

1 to assess the impact of the lower switched access rates provided in those agreements on  
2 QCC's Minnesota operations. In 2006, the Minnesota DOC filed an additional  
3 complaint (Docket No. C-06-498) against AT&T (TCG Minnesota) in its capacity as a  
4 CLEC. Qwest intervened in that matter, as well.

5 In early 2007, Qwest filed a civil lawsuit against AT&T, alleging misconduct on the  
6 part of AT&T as an IXC. As part of that lawsuit, Qwest propounded discovery  
7 requests and subpoenas in order to gain access to the contracts of CLECs which had  
8 refused to release them previously. The CLECs once again refused to produce the  
9 documents. In August 2007, the Minnesota District Court dismissed Qwest's civil  
10 case against AT&T, primarily on grounds that the Minnesota court was not a  
11 convenient forum to prosecute claims relating to the violation of many states' laws.  
12 This outcome led QCC to redirect its resources to pursuing state-by-state claims  
13 against the CLECs based on their violation of individual states' laws. Unfortunately,  
14 this became (at least initially) a Sisyphean task, since the identity of the CLECs were,  
15 for the most part, unknown.

16 **Q. DID QCC ATTEMPT TO CONTACT CLECS REGARDING THE EXISTENCE OF**  
17 **THE OFF TARIFF AGREEMENTS?**

18 **A.** Yes. Sometime in 2007, as part of its ongoing effort to try and discover the existence of  
19 the secret off-tariff agreements and the identity of the CLECs that entered into those  
20 agreements, QCC attempted to reach out directly to certain CLECs. By that time, I was  
21 aware that AT&T had made some comments in the Minnesota Proceedings about having  
22 entered into hundreds of agreements with carriers. However, QCC had no information

---

<sup>3</sup> *In the Matter of the DOC's Formal Complaint and Request for Commission Action*, Docket No. C-05-1282.

1 to confirm if that statement was accurate or which would identify what states were  
2 implicated or what (and how many) CLECs were involved.

3 In particular, I directed two (now former) employees of QCC (in what was then referred  
4 to as the Facilities Cost Carrier Management Group) to make informal inquiries of the  
5 CLECs - in the context of their ongoing conversations with those carriers about switched  
6 access - to see if they had an off-tariff agreement with any IXCs for switched access  
7 services. Although I do not know how many CLECs were contacted, I am aware of only two  
8 CLECs that confirmed- in what I believe were response to those inquires- that they had off-  
9 tariff agreements for switched access services with other IXCs. Neither of those CLECs  
10 has a presence in Florida. I did not receive a copy of either of the off-tariff agreements  
11 from those CLECs at that time, nor, to the best of my knowledge, did anyone else at QCC.  
12 Sometime around the fall of 2007 I had independent discussions with both CLECs to clarify  
13 QCC's position on the regulatory issues surrounding off-tariff agreements. QCC did not  
14 enter into any such arrangements with either.

15 **Q. WAS THAT THE FULL EXTENT OF QCC'S INVESTIGATION INTO THE OFF**  
16 **TARIFF AGREEMENTS?**

17 **A.** No. QCC's efforts continued. Beginning in February 2008, QCC sent a demand letter to  
18 approximately 90 CLECs nationwide. It later sent the substantively same letter to a number  
19 of additional CLECs as the Colorado and California proceedings moved forward.

20 The purposes of the letter were three fold: (1) QCC asked that the CLEC, if it had an off-  
21 tariff switched access agreement which provided below tariff switched access rates to other  
22 IXCs, to provide QCC reimbursement for the overcharges QCC had suffered; (2) QCC  
23 asked the CLEC, if it had such agreements, for non-discriminatory treatment on a going-

1 forward basis; and (3) QCC asked the CLEC to provide copies of all agreements s it had  
2 with AT&T or other IXCs relating to the provisioning of intrastate switched access at off-  
3 tariff rates. QCC sent this letter to each of the Respondents (or their corporate affiliates) in  
4 this case with the exception of Budget. Copies of those letters are attached as Exhibit LHE  
5 1. By and large, the 90 CLECs ignored QCC's letter. A handful of CLECs responded in  
6 some form (often with questions of their own), but no CLEC recipients offered QCC the  
7 rates contained in their off-tariff agreements. tw telecom acknowledged the existence of a  
8 switched access agreement, but refused to provide sufficient detail of the agreement's terms.  
9 Largely, QCC's informal attempts proved fruitless, and QCC proceeded to filing the  
10 Colorado regulatory complaint in June 2008, followed by parallel proceedings in  
11 California, New York and Florida. The statuses of the cases will be discussed in the following  
12 section.

13 **Q. WHAT DID THE MINNESOTA COMMISSION CONCLUDE REGARDING THE**  
14 **CLEC SWITCHED ACCESS AGREEMENTS?**

15 **A.** By and large, the Commission reached stipulations with the CLECs through which the CLECs  
16 were fined, were required to amend their tariffs and were prohibited from deviating from their  
17 switched access tariffs in the future. However, the Commission did litigate and enter detailed  
18 findings with regard to the companion off-tariff agreements granted to one another by MCI and  
19 AT&T.

20 In a February 2008 order, the Minnesota Commission upheld its prior order and the ALJ's  
21 findings that concluded as follows:<sup>4</sup>

---

<sup>4</sup> *In the Matter of the Department of Commerce's Formal Complaint and Request for Commission Action Regarding TCG Minnesota, Inc.*, Docket No. P-5496/C-06-498, Order Finding Violations and Referring Matter for Further Development (Feb. 26, 2008), at 5-6, 14.

- 1           •     AT&T (in its capacity as a LEC) knowingly and intentionally provided service  
2                     contrary to the terms of its tariffs.
- 3           •     AT&T knowingly and intentionally discriminated in the terms of service it offered to  
4                     customers without taking the legally-prescribed steps to guard against unreasonable  
5                     discrimination.
- 6           •     AT&T was fined \$552,000.

7     AT&T appealed the Commission's decision. The Court of Appeals eliminated the penalty  
8     (because the penalty statute had lapsed, under Minnesota law), but the Court affirmed the  
9     substantive findings regarding the harm and unlawfulness of secret, off-tariff switched access  
10    agreements.

11   **Q.   WHAT STEPS DID QCC NEXT TAKE TO DEAL WITH THE EXISTENCE OF THE**  
12   **SECRET AGREEMENTS?**

13   A.   Frustrated in its attempt to gather the documents informally, QCC filed a regulatory complaint  
14        (very similar to the complaint filed to initiate this proceeding) in Colorado (naming those  
15        CLECs providing switched access in Colorado which were publicly named – even if the  
16        agreements themselves were not made public – in the Minnesota DOC complaints), and asked  
17        the Colorado Commission to issue subpoenas to several IXCs, including AT&T and Sprint.  
18        The subpoenas required the responding IXCs to produce copies of any CLEC switched access  
19        agreements, as well as any documents identifying when and if the agreements had been  
20        terminated. AT&T and Sprint produced many agreements on a confidential basis. QCC then  
21        analyzed the financial impact of the agreements (i.e., how much less QCC would have paid the  
22        CLECs had QCC received the discounts enjoyed by the IXCs favored in the secret agreements).  
23        QCC then amended the complaint to add additional respondent CLECs based on the subpoena

1 responses of AT&T and Sprint. Subsequently, QCC filed similar complaints in California,  
2 New York and with this Commission. The next section of testimony will discuss the status of  
3 the Colorado, California and New York complaints.

4 **IV. STATUS OF ONGOING LITIGATION**

5 **Q. WHAT ARE THE STATUSES OF THE OTHER STATE REGULATORY**  
6 **PROCEEDINGS YOU MENTION ABOVE?**

7 A. Prior to initiating this complaint proceeding in Florida in December 2009, QCC filed very  
8 similar complaints before the public utilities commissions in Colorado (June 2008), California  
9 (August 2008) and New York (July 2009). Those cases, which also involve multiple CLECs,  
10 are at varying stages. Each is discussed in further detail below.

11 **COLORADO**

12 The Colorado docket is by far the most developed of QCC's state proceedings. It has nearly  
13 concluded.

14 QCC filed a complaint with the Colorado PUC in June 2008. QCC initially named six  
15 Respondents (MCI, XO, Time Warner, Granite, Eschelon and Arizona Dialtone) and John  
16 Does 1-50. After receiving responses to the Commission-issued subpoenas, QCC amended the  
17 complaint to add ACN, Affinity, BullsEyc, Comtel, Ernest, Level 3 and Liberty Bell. Through  
18 settlement or otherwise, QCC has voluntarily dismissed its claims against Arizona Dialtone,  
19 Affinity, ACN and Level 3. The complaint proceeded against the other 9 respondents. Pre-  
20 filed testimony was filed on May 2009. Dispositive motions were heard (and rejected) in late  
21 2009 an evidentiary hearing was conducted in July 2010. An ALJ's recommended decision  
22 was issued in February 2011, the Commission issued an order on exceptions in October 2011  
23 and the Commission issued an order on reconsideration in March 2012. That order is available



1 on the Commission's website at [https://www.dora.state.co.us/pls/efi/EFI\\_Search\\_UI.search](https://www.dora.state.co.us/pls/efi/EFI_Search_UI.search).

2 In brief, the Colorado Commission granted QCC's complaint against all Respondents (with the  
3 exception of MCI, discussed below), and ordered the Respondents to pay reparations to QCC,  
4 plus interest. As to MCI, the Commission remanded issues of liability and reparations to the  
5 Administrative Law Judge for further consideration. That remand (which also includes minor  
6 calculations issues regarding Eschelon and tw telecom) is still pending before the  
7 Administrative Law Judge.

8 **California**

9 QCC filed a complaint with the California PUC in August 2008. QCC initially named 7 CLEC  
10 defendants (MCI, XO, tw telecom, Granite, Advanced Telecom, Level 3 and Cox) and John  
11 Does 1-50. After receiving responses to the Commission-issued subpoenas QCC amended the  
12 complaint to add Access One, ACN, Arrival, Blue Casa, Broadwing, Budget Prepay, BullsEye,  
13 Ernest, Mpower, Navigator, nii, Pacific Centrex, PaeTec, Telekenex, Telscape, U.S.  
14 Telepacific and Utility Telephone. Through settlement or otherwise, QCC has voluntarily  
15 dismissed its claims against ACN, Level 3 and Pacific Centrex.

16 QCC served initial discovery on the CLEC defendants in mid-2009, but that discovery was  
17 held in abeyance by direction of the Administrative Law Judge at a July 2009 prehearing  
18 conference. At the request of the Defendants and the direction of the Judge, parties filed  
19 dispositive motions in August 2009. In June 2010, the ALJ issued a proposed decision  
20 dismissing QCC's complaint in its entirety based upon the wording of a 2007 access reform  
21 docket order. The full Commission adopted the ALJ's proposed order in July 2009. QCC  
22 petitioned for rehearing, and the Commission granted QCC's petition, vacating the dismissal of  
23 QCC's complaint, in July 2011. The Order vacating the dismissal of QCC's complaint can be

1 viewed on the Commission's website at

2 [http://docs.cpuc.ca.gov/PUBLISHED/FINAL\\_DECISION/140380.htm](http://docs.cpuc.ca.gov/PUBLISHED/FINAL_DECISION/140380.htm)

3 Since reinstatement of QCC's complaint, a second prehearing conference was held in  
4 California in November 2011 and the parties have submitted post-prehearing conference  
5 statements at the request of the Judge. At the present time, the parties are awaiting from the  
6 Judge issuance of a scoping memo with directions on how the case will proceed, as well  
7 rulings on the once-again-pending dispositive motions filed in August 2009. Numerous other  
8 motions also remain pending before the California Commission.

9 **New York**

10 QCC filed a complaint with the New York PSC in July 2009. QCC initially named 5 CLEC  
11 defendants (MCI, XO, tw telecom, Granite and Broadwing) and John Does 1-50. QCC has  
12 since voluntarily dismissed tw telecom. Unlike the state commissions in Colorado, California  
13 and Florida, the New York PSC did not issue the subpoenas requested by QCC. In fact, with  
14 the exception of a motion to dismiss filed by MCI and answers filed by the other CLEC  
15 Respondents, the case sat largely idle until the Commission issued an Order in March 2012.

16 The New York PSC's Order dismisses MCI as a Defendant, but expressly permits QCC's  
17 complaint to proceed against the other named Respondents and against other New York CLECs  
18 which similarly entered into off-tariff switched access agreements. Rather than issuing the  
19 subpoenas requested by QCC, the Order directs the Commission Staff to gather CLEC  
20 switched access agreements. That process is ongoing. A copy of the Commission's Order can  
21 be viewed on the Commission's website at

22 [http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={D16D1C80-3158-  
23 426C-8933-41EA73B4335D}](http://documents.dps.ny.gov/public/Common/ViewDoc.aspx?DocRefId={D16D1C80-3158-426C-8933-41EA73B4335D}). QCC (as well as Broadwing and Granite) have sought

1 rehearing of the Order. Those petitions remain pending.

2 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

3 A. Yes, it does.

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23



February 25, 2008

Julie Knight  
BULLSEYE TELECOM  
25900 Greenfield Rd-Suite 330  
OAK PARK, MI 48237  
USA

To: Julie Knight

<b>Announcement Date:</b>	<b>February 25, 2008</b>
<b>Effective Date:</b>	<b>N/A</b>
<b>Document Number:</b>	<b>GNRL.02.25.08.B.003019.QCC_Inter_Switch_Acc_Svc</b>
<b>Notification Category:</b>	<b>General Notification</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Bullseye Telecom may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>2</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

---

<sup>2</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

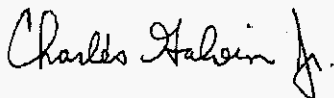
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



September 19, 2008

Steve Reynolds  
Ernest Communications Inc  
5275 Triangle Pkwy  
Norcross, GA 30092  
sreynolds@ernestgroup.com

TO: Steve Reynolds

<b>Announcement Date:</b>	<b>September 19, 2008</b>
<b>Effective Date:</b>	<b>NA</b>
<b>Document Number:</b>	<b>GNRL.09.19.08.A.002040.QCCIntraSwitchAccessSvc</b>
<b>Notification Category:</b>	<b>General Notifications</b>
<b>Target Audience:</b>	<b>Ernest Communications Inc</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

We have reason to believe that Ernest Communications Inc may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>(1)</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access

agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 7 calendar days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions. Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporation  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 7 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,

Charlie Galvin Jr.  
Qwest Communications

---

☐ Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

If you would like to subscribe, unsubscribe or change your current profile to Qwest Wholesale mailouts please go to the "Subscribe/Unsubscribe" web site and follow the subscription instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Desiree Salas-Shelton  
Roschelle Richardson

Qwest Communications 1600 7th Ave Room 1806 Seattle WA 98008





August 6, 2010

Adriana Solar  
Flatel Inc.  
2300 Palm Beach Lakes Blvd - Suite 100  
West Palm Beach, FL 33409  
asolar@flatel.net

TO: Adriana Solar

<b>Announcement Date:</b>	<b>August 6, 2010</b>
<b>Effective Date:</b>	<b>N/A</b>
<b>Document Number:</b>	<b>GENL.ANNC.08.06.10.F.08164.QCC_Intrastate_Switched</b>
<b>Notification Category:</b>	<b>General Notification</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Flatel Inc. may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or

[1]

to other interexchange carriers. We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does

not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 7 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

**INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

**800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

**RECIPROCAL COMPENSATION**

Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 7 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Sarah Nicholls  
Director - Network Operations

March 7, 2008

Page 3 of 3  
Docket No. 0905843  
QCC Demand Letters  
Exhibit LHE-1, Page 8 of 26

Qwest Corporation

---

[1]

Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

Note: If you would like to subscribe, unsubscribe or change your current profile to Qwest Wholesale mailouts please go to the 'Subscribe/Unsubscribe' web site and follow the subscription instructions. The site is located at:

<http://www.qwest.com/wholesale/notices/cnla/maillist.html>

cc: Qwest Wholesale [www.qwest.com/wholesale/index.html](http://www.qwest.com/wholesale/index.html)

Valerie Estorga

Qwest Communications, 120 Lenora St, 11th Floor, Seattle WA 98121



June 10, 2008

Rand Currier  
Granite Telecommunications LLC.  
100 Newport Avenue  
Quincy, MA 020171  
[rcurrier@granitenet.com](mailto:rcurrier@granitenet.com)

To: Rand Currier

**Announcement Date:** June 10, 2008  
**Effective Date:** NA  
**Document Number:** GNRL.06.10.08.A.002027.QCCIntraSwitchAccessSvc  
**Notification Category:** General Notifications  
**Target Audience:** Granite Telecommunications LLC.  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Granite Telecommunications LLC. may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>1</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or

<sup>1</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.



cc: , Jolene Jackson, Shawna Lubner  
Scott Ellefson

Note: If you would like to unsubscribe to mailouts please go to the "Subscribe/Unsubscribe" web site and follow the unsubscribe instructions. The site is located at:  
<http://www.qwest.com/wholesale/notices/cnla/maillist.html>



March 14, 2008

ITC DELTA COM  
Norm Diekow  
LOCKBOX PO BOX 1678  
TALLAHASSEE, FL 32302-1678

To: Norm Diekow

**Announcement Date:** March 14, 2008  
**Effective Date:** N/A  
**Document Number:** GNRL.03.14.08.B.003020.QCC\_Inter\_Switch\_Acc\_Svc  
**Notification Category:** General Notification  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that ITC DELTA COM may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>1</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



March 7, 2008

Level 3  
Jennifer Torres  
1025 Eldorado Blvd  
Broomfield, Colorado 80021

To: Jennifer Torres

**Announcement Date:** March 7, 2008  
**Effective Date:** N/A  
**Document Number:** GNRL.03.07.08.B.003020.QCC\_Inter\_Switch\_Acc\_Svc  
**Notification Category:** General Notification  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Level 3 may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>20</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tarified.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to

<sup>20</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.



persons or entities other than Qwest. AT&T has not waived any objections it may have to disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

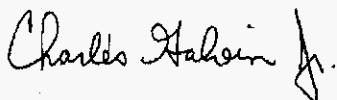
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



February 25, 2008

Annette Wargo  
NAVIGATOR TELECOM, LLC - AR  
PO BOX 13860  
NORTH LITTLE ROCK, AR 72113-386  
USA

To: Annette Wargo

**Announcement Date:** February 25, 2008  
**Effective Date:** N/A  
**Document Number:** GNRL.02.25.08.B.003019.QCC\_Inter\_Switch\_Acc\_Svc  
**Notification Category:** General Notification  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Navigator Telecom LLC AR, may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>19</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

---

<sup>19</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

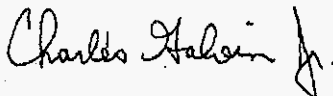
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



February 25, 2008

COLLECTIONS Dept  
NUVOX COMMUNICATIONS  
301 NORTH MAIN ST  
GREENSVILLE, SC 29601  
USA

To: COLLECTIONS Dept

<b>Announcement Date:</b>	<b>February 25, 2008</b>
<b>Effective Date:</b>	<b>N/A</b>
<b>Document Number:</b>	<b>GNRL.02.25.08.B.003019.QCC_Inter_Switch_Acc_Svc</b>
<b>Notification Category:</b>	<b>General Notification</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that NUVOX Communications may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>22</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

---

<sup>22</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

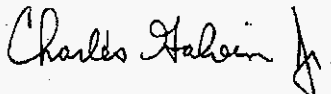
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



February 25, 2008

Lori Blakely  
PAETEC COMMUNICATIONS - PAETECIL  
ONE PAETEC PLAZA  
FAIRPORT, NY 14450-4212  
USA

To: Lori Blakely

<b>Announcement Date:</b>	<b>February 25, 2008</b>
<b>Effective Date:</b>	<b>N/A</b>
<b>Document Number:</b>	<b>GNRL.02.25.08.B.003019.QCC_Inter_Switch_Acc_Svc</b>
<b>Notification Category:</b>	<b>General Notification</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that PAETEC Communications may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>23</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

<sup>23</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

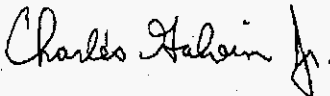
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



March 7, 2008

Time Warner  
Tina Davis  
10475 Park Meadows Drive  
Littleton, CO 80124

To: Tina Davis

**Announcement Date:** March 7, 2008  
**Effective Date:** N/A  
**Document Number:** GNRL.03.07.08.B.003020.QCC\_Inter\_Switch\_Acc\_Svc  
**Notification Category:** General Notification  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Time Warner may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>32</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to

<sup>32</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.



persons or entities other than Qwest. AT&T has not waived any objections it may have to disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

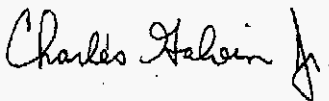
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



March 7, 2008

US LEC  
Augie Lindsay  
600 Willowbrook Office Pk  
Fairpoint, NY 14450

To: Augie Lindsay

**Announcement Date:** March 7, 2008  
**Effective Date:** N/A  
**Document Number:** GNRL.03.07.08.B.003020.QCC\_Inter\_Switch\_Acc\_Svc  
**Notification Category:** General Notification  
**Subject:** QCC Intrastate Switched Access Services

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that US LEC may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>34</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to

<sup>34</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

persons or entities other than Qwest. AT&T has not waived any objections it may have to disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

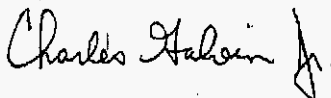
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications



February 25, 2008

Brent Hampton  
VERIZON BUSINESS  
6929 North Lakewood Ave  
Tulsa, OK 74117  
USA

To: Brent Hampton

<b>Announcement Date:</b>	<b>February 25, 2008</b>
<b>Effective Date:</b>	<b>N/A</b>
<b>Document Number:</b>	<b>GNRL.02.25.08.B.003019.QCC_Inter_Switch_Acc_Svc</b>
<b>Notification Category:</b>	<b>General Notification</b>
<b>Subject:</b>	<b>QCC Intrastate Switched Access Services</b>

Qwest is requesting your assistance in confirming that the switched access services purchased by Qwest are priced at the most favorable and non-discriminatory rates made available by your company.

As a result of information made available to Qwest Communications Corporation ("QCC") in a recent state commission investigation, we have reason to believe that Verizon Business may have been and may continue to provide intrastate switched access services to AT&T Corp. and its subsidiaries and affiliates ("AT&T"), and perhaps other interexchange carriers, at rates that are lower than those provided under tariffs to QCC for the same services. We are also concerned that you may have granted AT&T and other interexchange carriers and CLECs preferential treatment regarding 800/8YY database queries and reciprocal compensation. We understand that these lower rates have been made available in all states in which you do business pursuant to agreements (rather than tariffs) that have not been filed with the applicable state commissions and/or made available to QCC.

QCC requests that you agree to provide to QCC intrastate switched access services at the lowest rates upon which you provide the same services to AT&T or any other interexchange carrier. The provision of switched access services to QCC at rates, terms and conditions other than as stated in your filed tariffs will require, of course, compliance with all applicable regulatory filing obligations. QCC also requests reimbursement for all past charges that exceeded the lowest, off-tariff rates offered to AT&T or to other interexchange carriers.<sup>30</sup> We would prefer to resolve this issue through business discussions rather than through litigation. Please note that this letter does not relate to or waive other disputes between our companies, and does not resolve whether QCC is required to pay your company for switched access services that are not properly tariffed.

To these ends, QCC requests that you provide copies of any and all agreements you have with AT&T or other interexchange carriers relating to the provisioning of intrastate switched access at off-tariffed rates. To the extent any of your agreements with AT&T contain confidentiality or non-disclosure clauses, AT&T has waived any objections to disclosure of these agreements to Qwest. AT&T's waiver of confidential treatment was specific to the switched access agreements described above, and does not waive any objections it may have to disclosures to persons or entities other than Qwest. AT&T has not waived any objections it may have to

<sup>30</sup> Qwest is not attempting to collect on any debt discharged in bankruptcy or otherwise released.

disclosure of any documentation that is not part of the consideration of the rates, terms and conditions for the provisioning by you of switched access services to AT&T. As agreements that are required to be filed with governing state commissions and made available to other carriers, they are public documents for which there are no grounds for non-disclosure.

We would be happy to discuss this to address any questions you may have. Please contact Ms. Candace Mowers within 14 days of the date of this letter. We ask that your response to Ms. Mowers address the following questions:

#### **INTRASTATE SWITCHED ACCESS**

Are you charging, or have you ever charged, AT&T or other IXC intrastate switched access rates at a different or lesser amount than your tariffed rates? If so, please identify the state commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **800/8YY DATABASE QUERIES**

Are you charging, or have you ever charged, AT&T or other IXC 800/8YY database query rates different or lesser amounts than your tariffed rates, which were offered to QCC? If so, please identify the commission with which the agreement is filed. If it is not filed, please identify the IXCs, date of the agreement, and whether the agreement is currently in effect, or date of termination. Please also provide copies of all such off-tariff agreements.

#### **RECIPROCAL COMPENSATION**

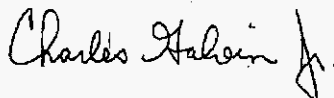
Have you agreed to provide reciprocal compensation to other CLECs in Qwest Corporation's 14-state ILEC region at terms, rates or conditions different than those offered to Qwest Corporation? If so, please identify the state commission with which the agreement is filed, and provide copies of such agreements and an explanation of the rates, terms and conditions.

Ms. Mowers can be reached as follows:

Candace A. Mowers  
Qwest Communications Corporations  
1801 California St., Suite 4720  
Denver, CO 80202-2658  
Telephone: (303) 896-9577  
Email: [candace.mowers@qwest.com](mailto:candace.mowers@qwest.com)

Absent a response from you to Ms. Mowers within 14 days, please be on notice that QCC will proceed to file administrative and judicial actions asserting all remedies as available under governing law. Our strong preference, however, is to reach a business solution to this immediately.

Sincerely,



Charlie Galvin Jr.  
Qwest Communications