



February 22, 2012

**VIA HAND DELIVERY**

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

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) et. al.; **CLAIM OF CONFIDENTIALITY**

Dear Ms. Cole:

Enclosed for filing on behalf of Qwest Communications Company, LLC, d/b/a CenturyLink QCC in the above-referenced docket, is the original of the confidential documents listed below. QCC claims that the information listed below in this filing is proprietary confidential business information in accordance with Section 364.183(1), Florida Statutes.

The information for which confidentiality is being claimed is the highlighted portion of:

- 1) **QCC Supplemental Responses to API Interrogatory Nos. 1, 4, 5, 10 and 11**
- 2) **QCC Supplemental Responses to API Document Requests Nos. 2, 8, and 20**

This Notice requires that the information be treated as confidential while on file at the Florida Public Service Commission and further that the information be returned as required by Section 364.183, F.S.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer. Thank you for your assistance in this matter.

Sincerely,

*Susan S. Masterton*  
Susan S. Masterton

Enclosure

cc: Parties of Record

Susan S. Masterton  
Senior Corporate Counsel  
315 S. Calhoun Street, Suite 500  
Tallahassee, FL 32301  
850-599-1560 (voice)  
850-224-0794 (fax)  
susan.masterton@centurylink.com

DOCUMENT NUMBER-DATE

01010 FEB 22 2012

FLORIDA PUBLIC SERVICE COMMISSION CLERK

**API Interrogatory No. 4**

**Identify all Qwest employees who have been assigned to the API wholesale account team, since January 1, 2000, providing the time period during which they were assigned to the API wholesale account team, their job title and description during the period when they were assigned to the API wholesale account team, and their present position within Qwest, if still employed by Qwest.**

**INITIAL RESPONSE:** QCC objects to this Request on the basis that it is overly broad, unduly burdensome and requests information already in API's custody or possession. QCC also objects to this Request on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence. QCC's provision of wholesale long distance services to API has little (if any) relevance to this proceeding. The purpose of this proceeding is to examine whether API abided by its statutory obligations in connection with its provision of intrastate switched access services to QCC. The manner in which QCC has provided wholesale long distance services is not relevant to determining the lawfulness of API's conduct.

Without waiver of its objections, QCC responds as follows.

The responsive information is confidential and will be provided when a non-disclosure agreement or protective order is entered.

**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Respondent: David Williams, Director Wholesale Product Management  
930 15<sup>th</sup> Street  
Denver, CO 80202

**API Interrogatory No. 5**

**Identify all Qwest employees who have been involved in the process of reviewing Qwest's proposed contracts and contract amendments with API for wholesale long distance service before they were signed on behalf of Qwest, providing the time period and their job title and job description when they did so, and their present position within Qwest, if still employed by Qwest.**

**INITIAL RESPONSE:** QCC objects to this Request on the basis that it is overly broad, unduly burdensome and requests information already in API's custody or possession. QCC also objects to this Request on the basis that it is not reasonably calculated to lead to the discovery of admissible evidence. QCC's provision of wholesale long distance services to API has little (if any) relevance to this proceeding. The purpose of this proceeding is to examine whether API abided by its statutory obligations in connection with its provision of intrastate switched access services to QCC. The manner in which QCC has provided wholesale long distance services is not relevant to determining the lawfulness of API's conduct.

Without waiver of its objections, QCC responds as follows.

API and QCC entered a Wholesale Services Agreement in 2000 and that agreement has been amended 21 times over an 11 year period. Were QCC to attempt to chronicle every person in sales, legal, product, CD&S Offer Management, Operations and Billing and Credit who has ever been involved in the API contract process, the list would likely include hundreds of people and would be extremely time consuming, if not impossible, to piece together.

After conducting a reasonable investigation, QCC has identified a group of individuals who have been involved in the contract process. The responsive information is confidential and will be provided when a non-disclosure agreement or protective order is entered.

**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.

[REDACTED]

[REDACTED]

REDACTED

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Respondent: David Williams, Director Wholesale Product Management  
930 15<sup>th</sup> Street  
Denver, CO 80202

REDACTED

**API Interrogatory No. 10**

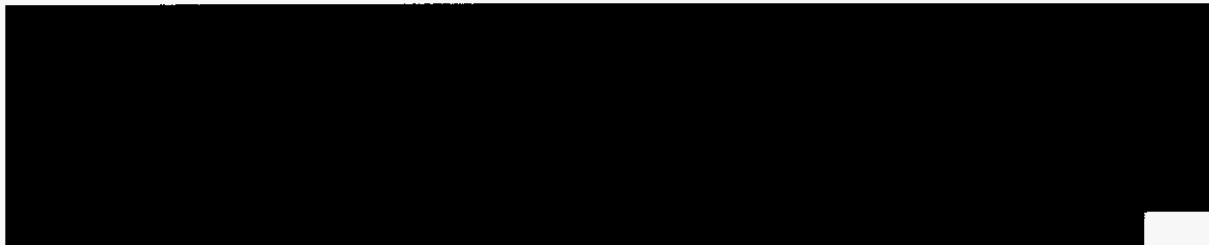
**During the period prior to 2006, did Qwest offer different rates for wholesale long distance service (including but not limited to originating long distance service and terminating 8YY service) based on the class of the customer, e.g., RBOC, Verizon, Sprint, Wireless, CLEC, and RLEC? If so, identify which customers were in which class, set forth the rates for each class, and explain in detail the method by which Qwest computed the rate differentials.**

**INITIAL RESPONSE:** QCC objects to this Request on the basis that it is overly broad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. QCC's provision of wholesale long distance services has little (if any) relevance to this proceeding. The purpose of this proceeding is to examine whether API abided by its statutory obligations in connection with its provision of intrastate switched access services to QCC. The manner in which QCC has provided wholesale long distance services is not relevant to determining the lawfulness of API's conduct. Among other things, the pricing of competitive, unregulated wholesale long distance services bears no reasonable connection to API's pricing of bottleneck, regulated switched access services.

Without waiver of its objections, QCC responds as follows.

The response to this Request is confidential and will be provided when a non-disclosure agreement or protective order is entered.

**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.



Respondent: David Williams, Director Wholesale Product Management  
930 15<sup>th</sup> Street  
Denver, CO 80202

REDACTED

**API Interrogatory No. 11**

**State whether and during what period, Qwest has or had a group, whether known as its Business Case Analysis group, its Offer Management group, or by any other name, that performs a profitability analysis on proposed contracts and amendments to contracts for wholesale long distance service.**

**INITIAL RESPONSE:** QCC objects to this Request on the basis that it is vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. QCC's provision of wholesale long distance services to API has little (if any) relevance to this proceeding. The purpose of this proceeding is to examine whether API abided by its statutory obligations in connection with its provision of intrastate switched access services to QCC. The manner in which QCC has provided wholesale long distance services is not relevant to determining the lawfulness of API's conduct. Among other things, the pricing of competitive, unregulated wholesale long distance services bears no reasonable connection to API's pricing of bottleneck, regulated switched access services.

Without waiver of its objections, QCC responds as follows.

The response to this Request is confidential and will be provided when a non-disclosure agreement or protective order is entered.

**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.

[REDACTED]

Respondent: David Williams, Director Wholesale Product Management  
930 15<sup>th</sup> Street  
Denver, CO 80202

REDACTED

**API Document Request No. 8**

**Produce all documents relating to Qwest's determination of different rates to be charged for the provision of wholesale long distance service to different purchasers, in which rates are to be based in part on the switched access rates or originating switched access rates charged by the purchaser.**

**INITIAL RESPONSE:** QCC objects to this request on the basis that it is overly broad, unduly burdensome, vague, ambiguous, seeks commercially sensitive information and is not reasonably calculated to lead to the discovery of admissible evidence. The purpose of this proceeding is to examine whether API abided by its statutory obligations in connection with its provision of intrastate switched access services to QCC. The manner in which QCC has provided wholesale long distance services is not relevant to determining the lawfulness of API's conduct. Among other things, the pricing of competitive, unregulated wholesale long distance services bears no reasonable connection to API's pricing of bottleneck, regulated switched access services.

Without waiver of its objections, QCC responds as follows.

The response to this Request is confidential and will be provided when a non-disclosure agreement or protective order is entered.

**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.

[REDACTED]

REDACTED

QWEST COMMUNICATIONS COMPANY, LLC'S SUPPLEMENTAL RESPONSES TO  
ACCESS POINT INC.'S FIRST SET OF INTERROGATORIES (NOS. 1,4,5,10,11) AND  
DOCUMENT REQUESTS (NOS. 2, 8, 20)

DOCKET NO. 090538-TP

Page 11

**API Document Request No. 20**

**Produce all settlement agreements with IXCs related to claims by Qwest that the IXC obtained below-tariff switched access rates through unfiled agreements with CLECs.**

**INITIAL RESPONSE:** QCC objects to this Request on the basis that it is overly broad, unduly burdensome, vague, ambiguous and not reasonably calculated to lead to the discovery of admissible evidence. Without waiver of its objections, QCC responds as follows.

QCC will provide document(s) responsive to this Request when a non-disclosure agreement or protective order is entered.

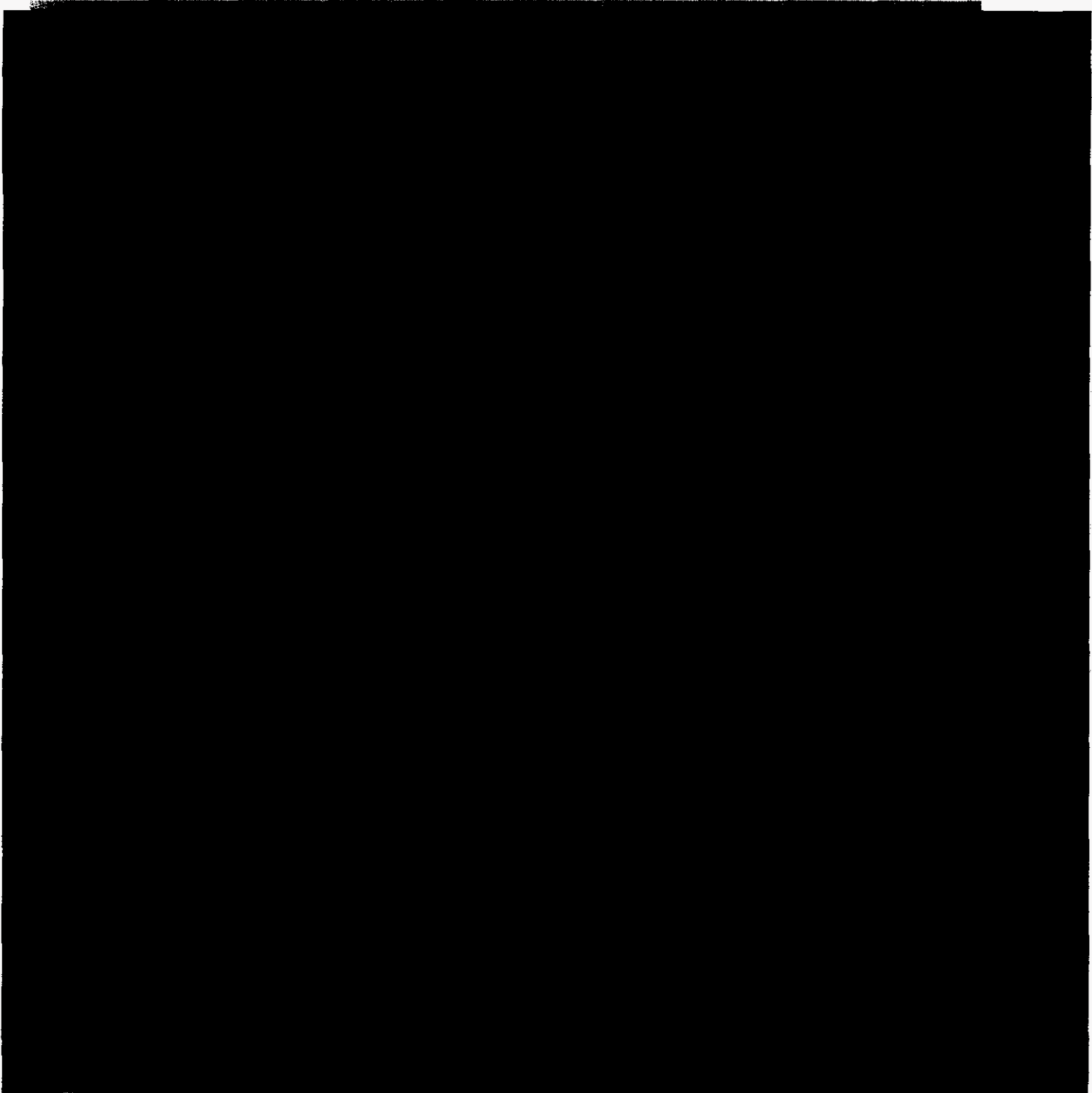
**SUPPLEMENTAL RESPONSE:** Without waiver of its objections, QCC responds as follows.

A Copy of the confidential document responsive to this Request is included with this Response.

[REDACTED]

REDACTED

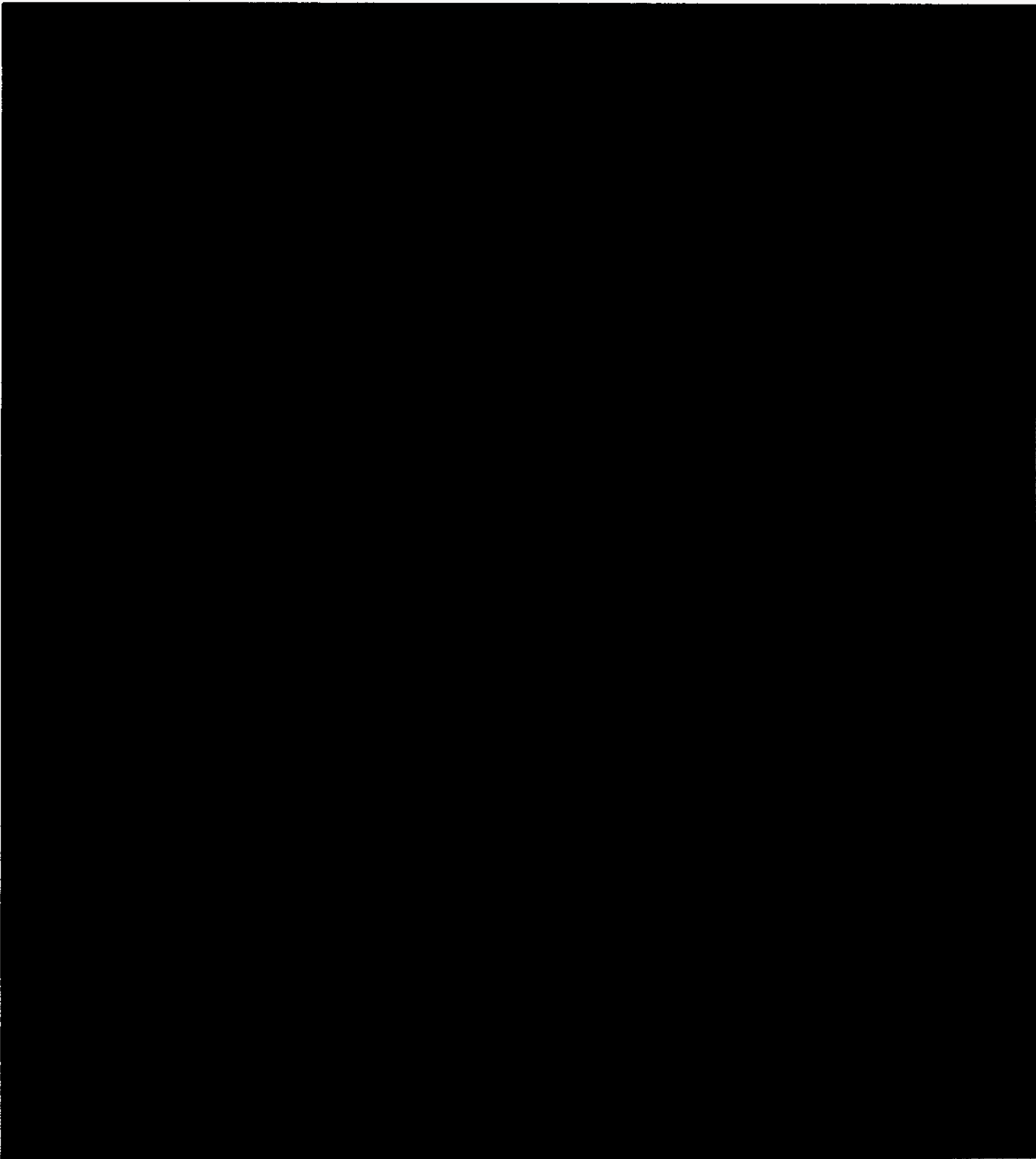


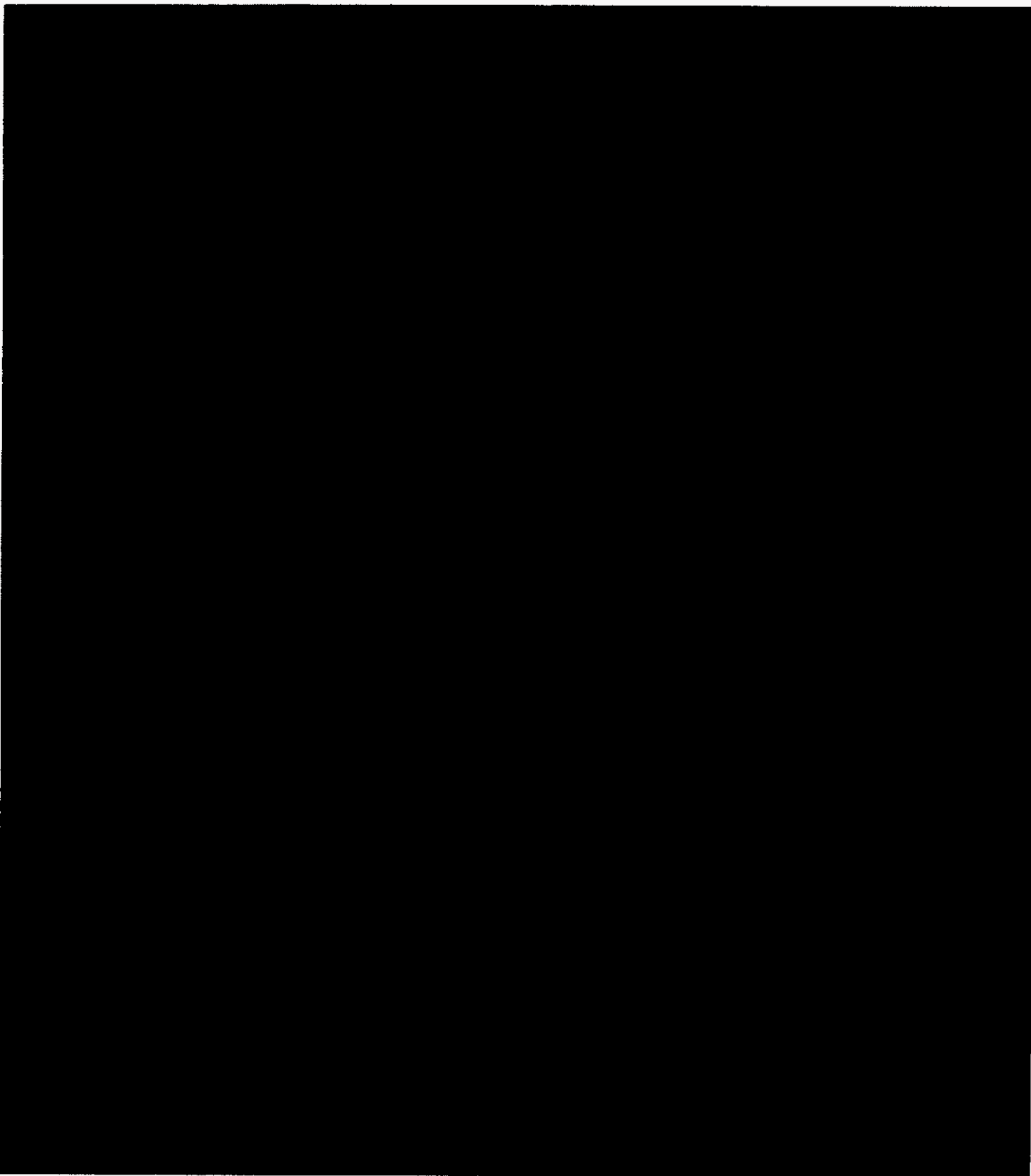


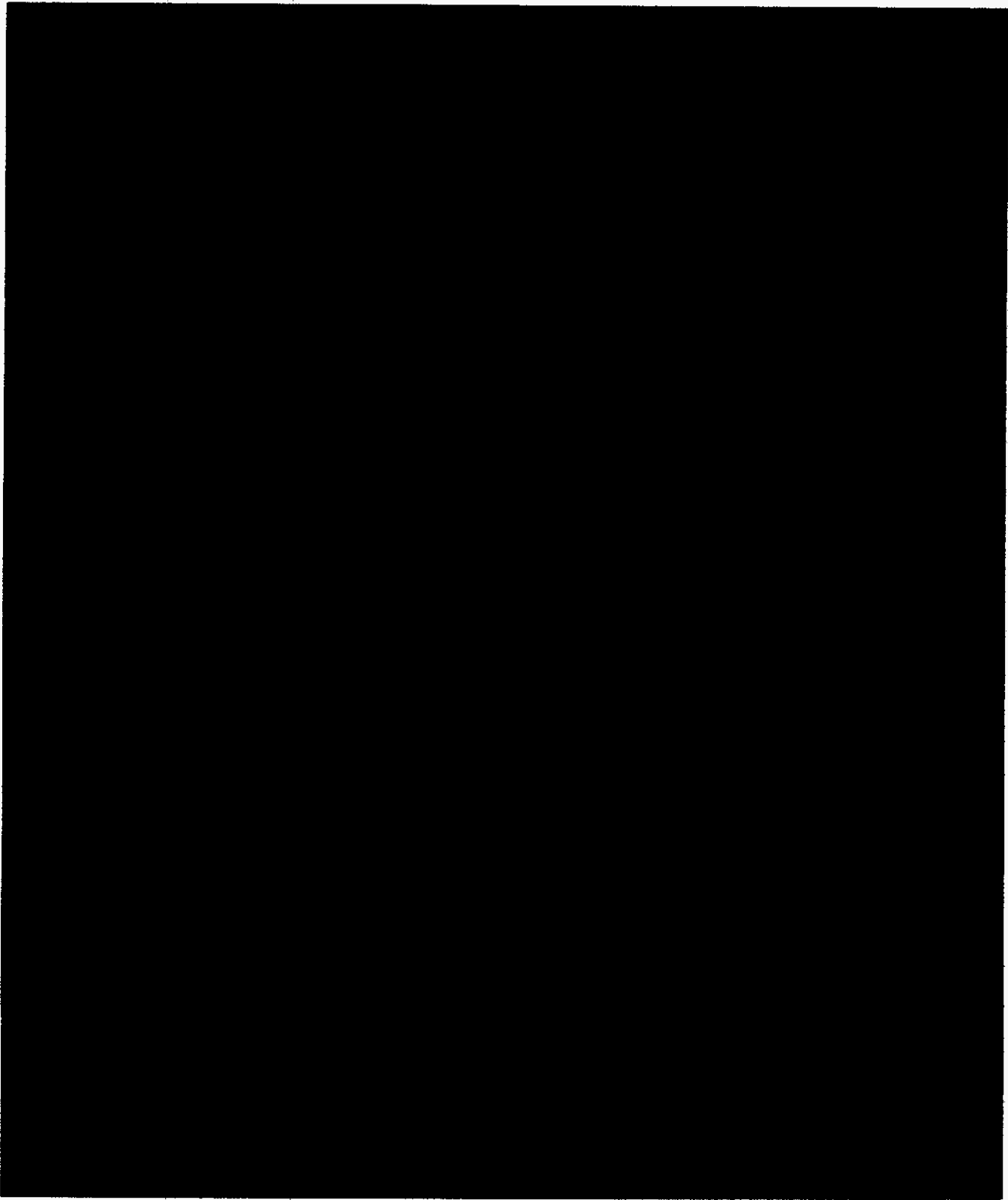
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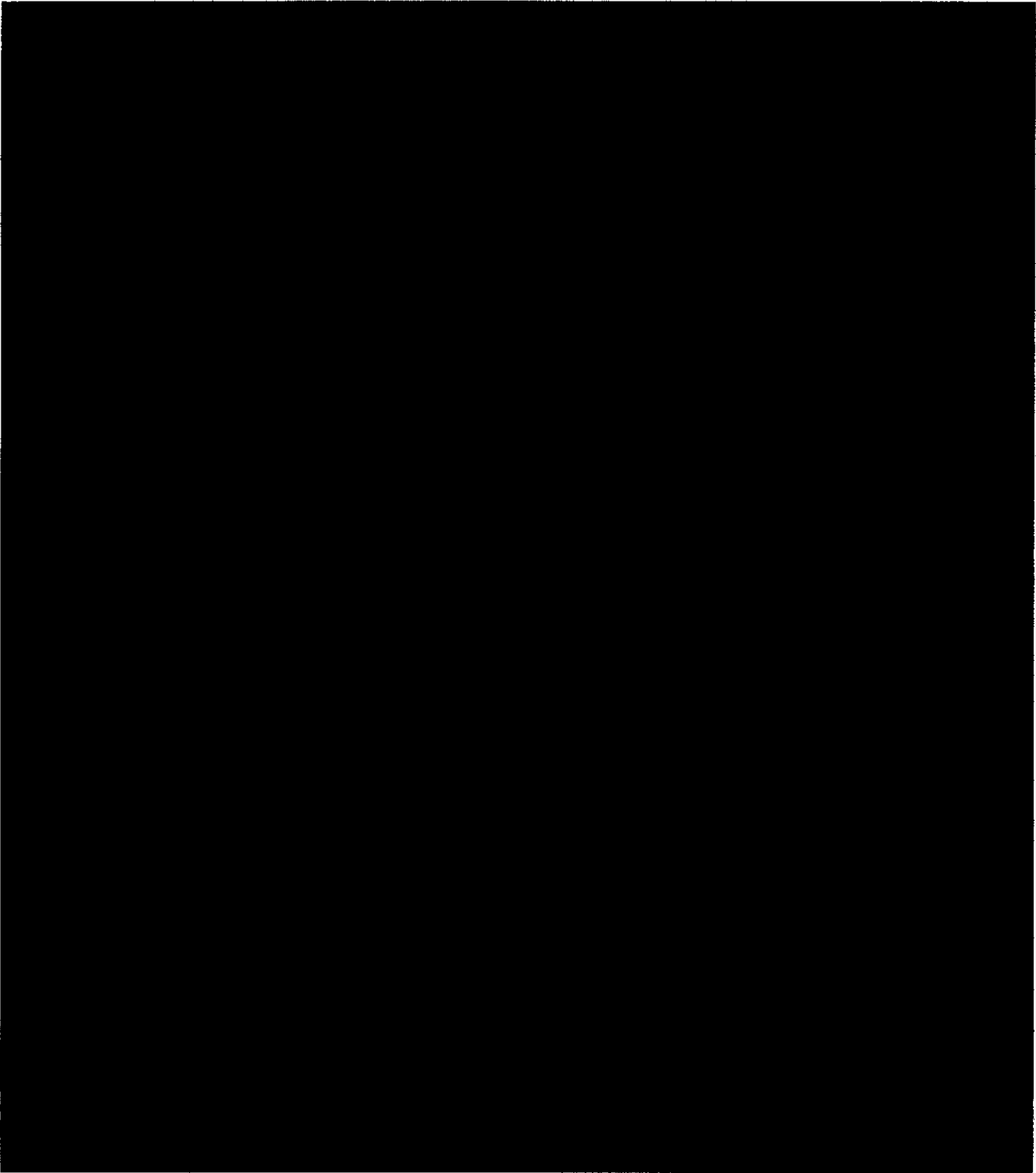
CONFIDENTIAL DOCUMENT

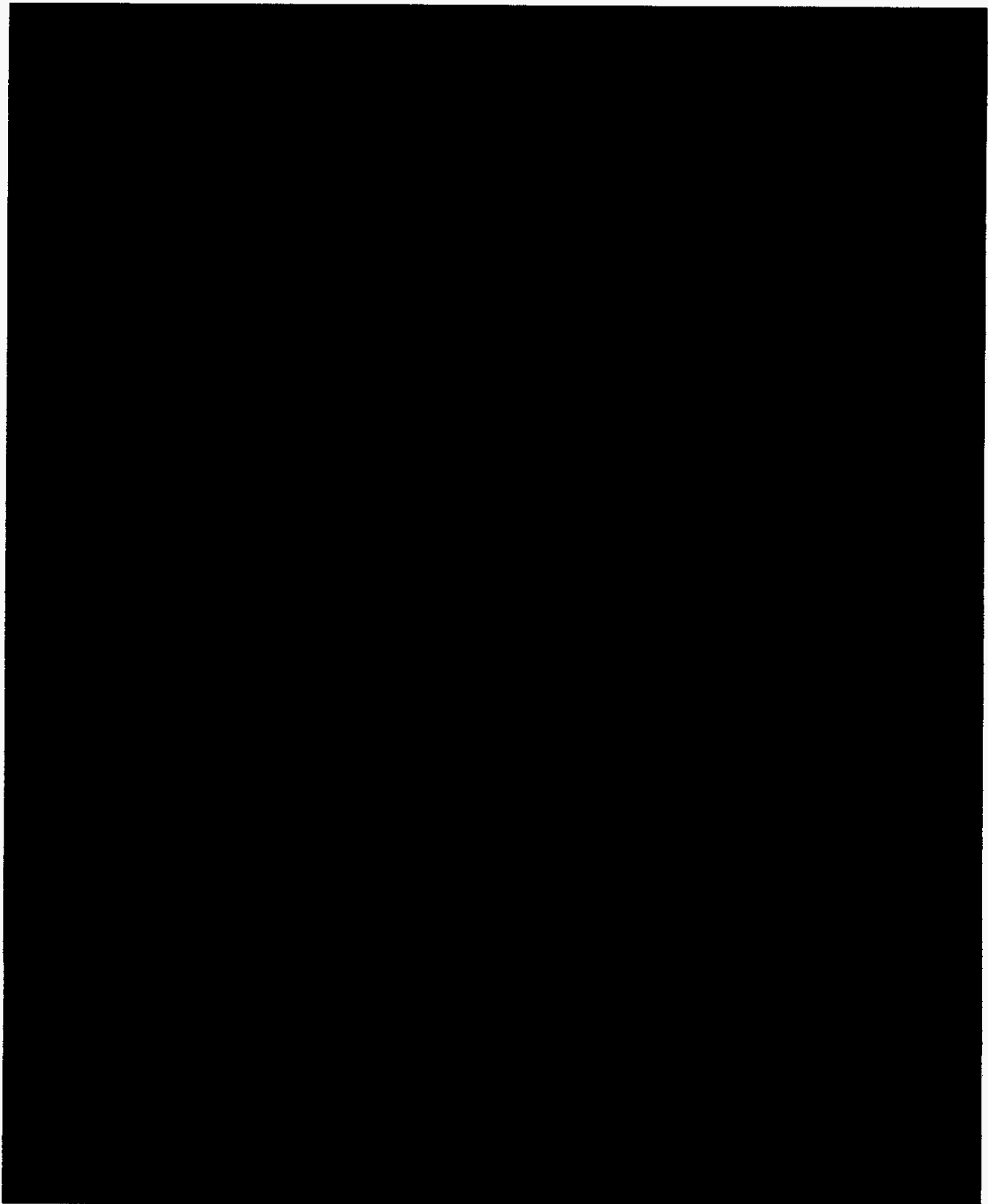
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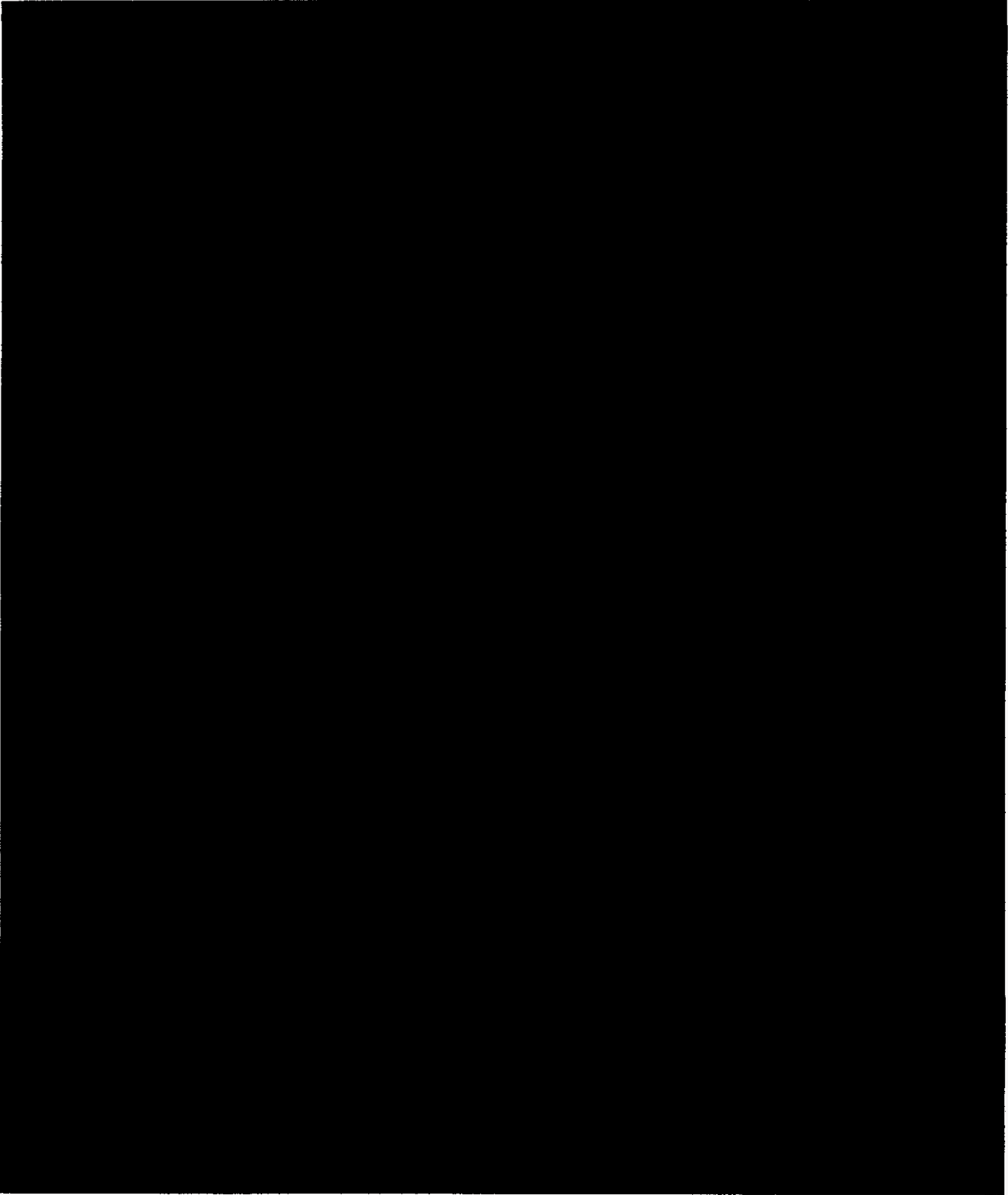


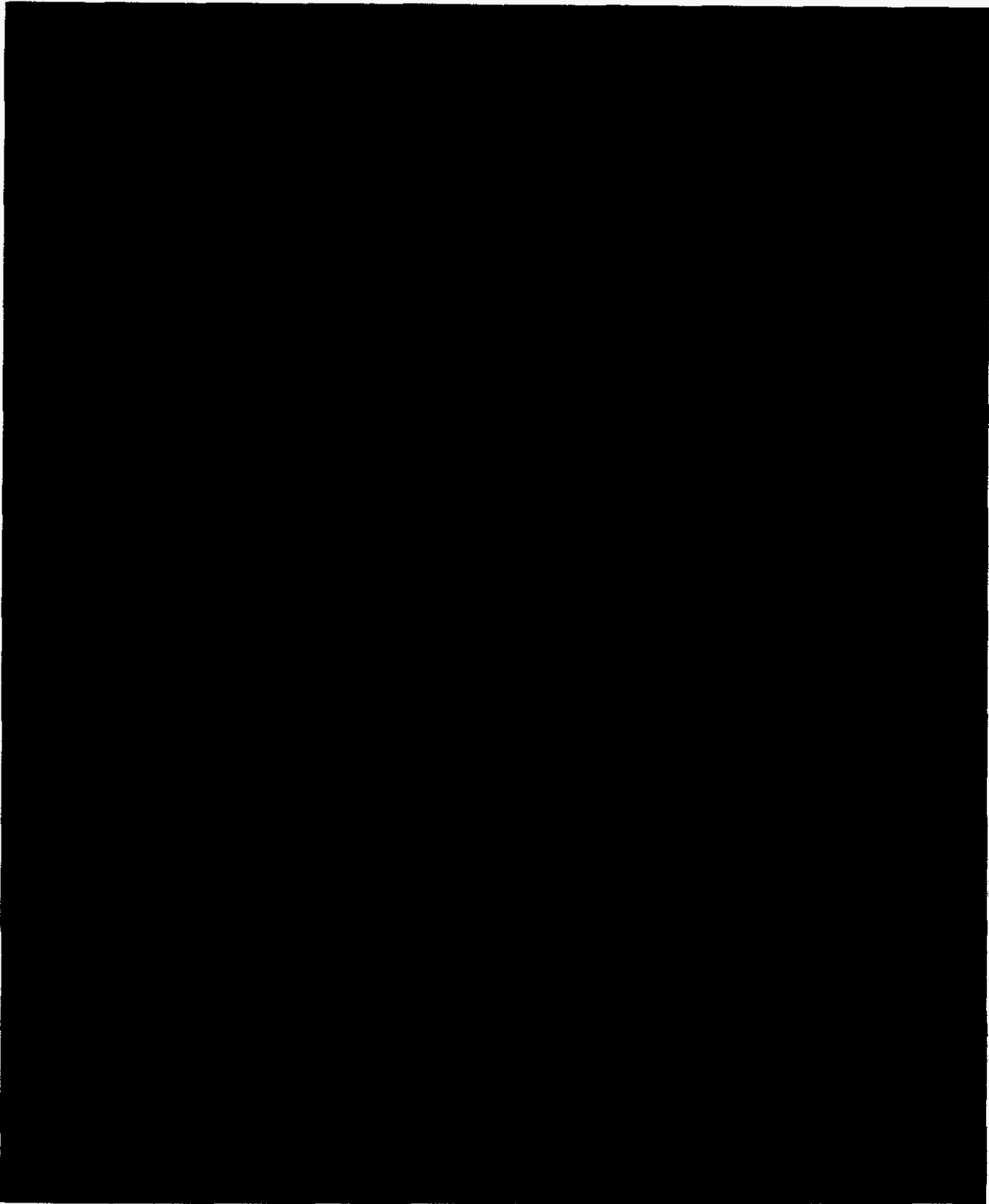




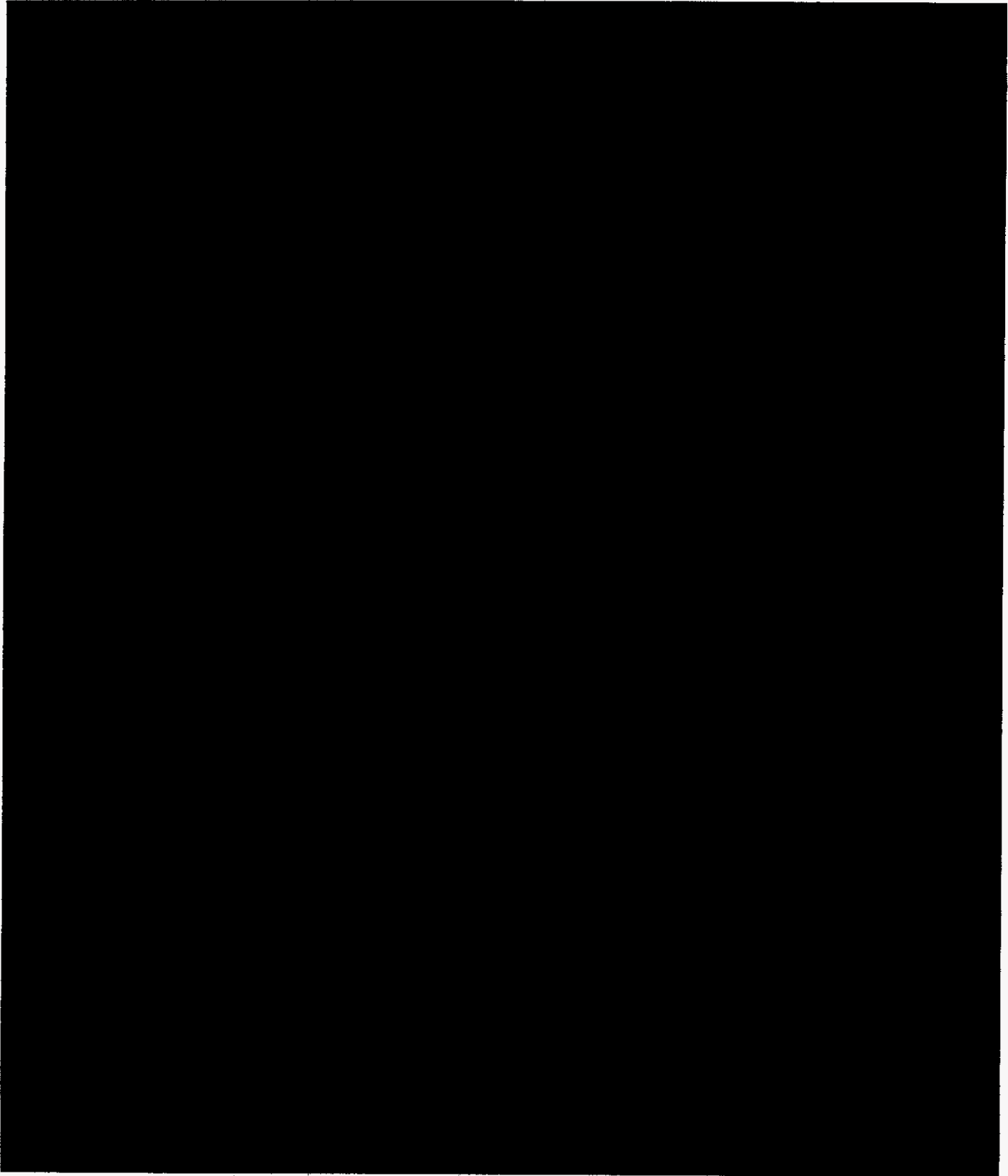


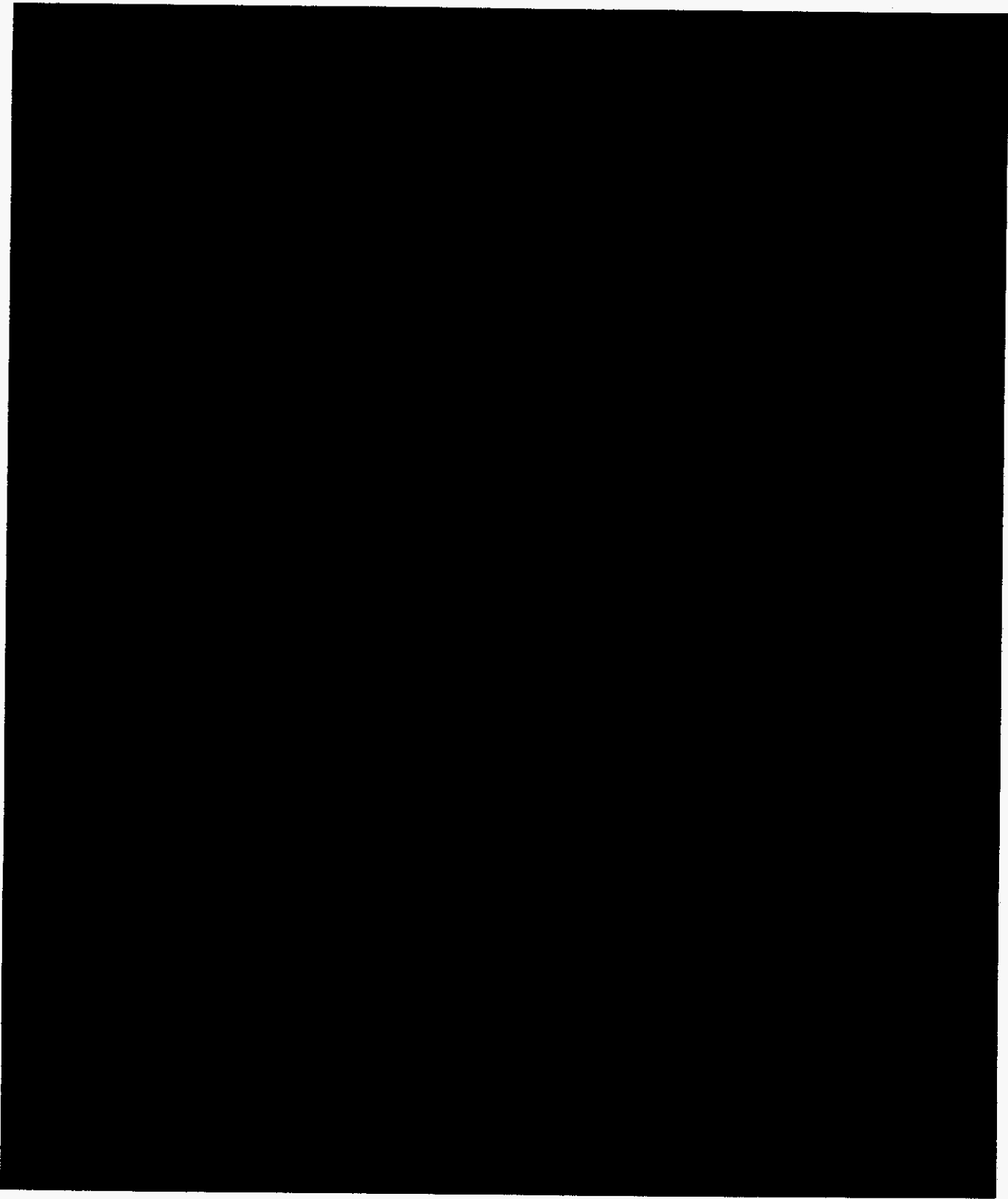


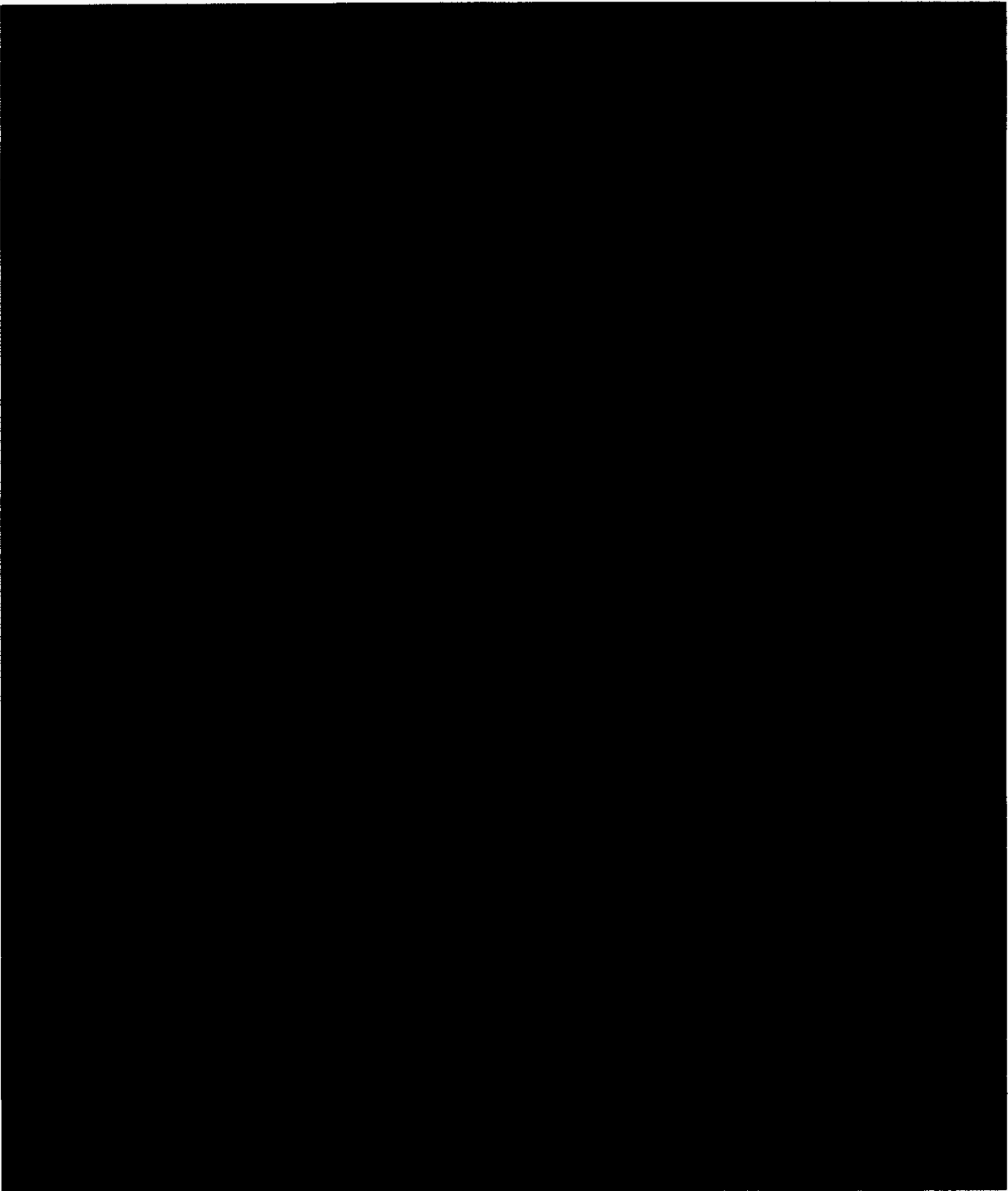


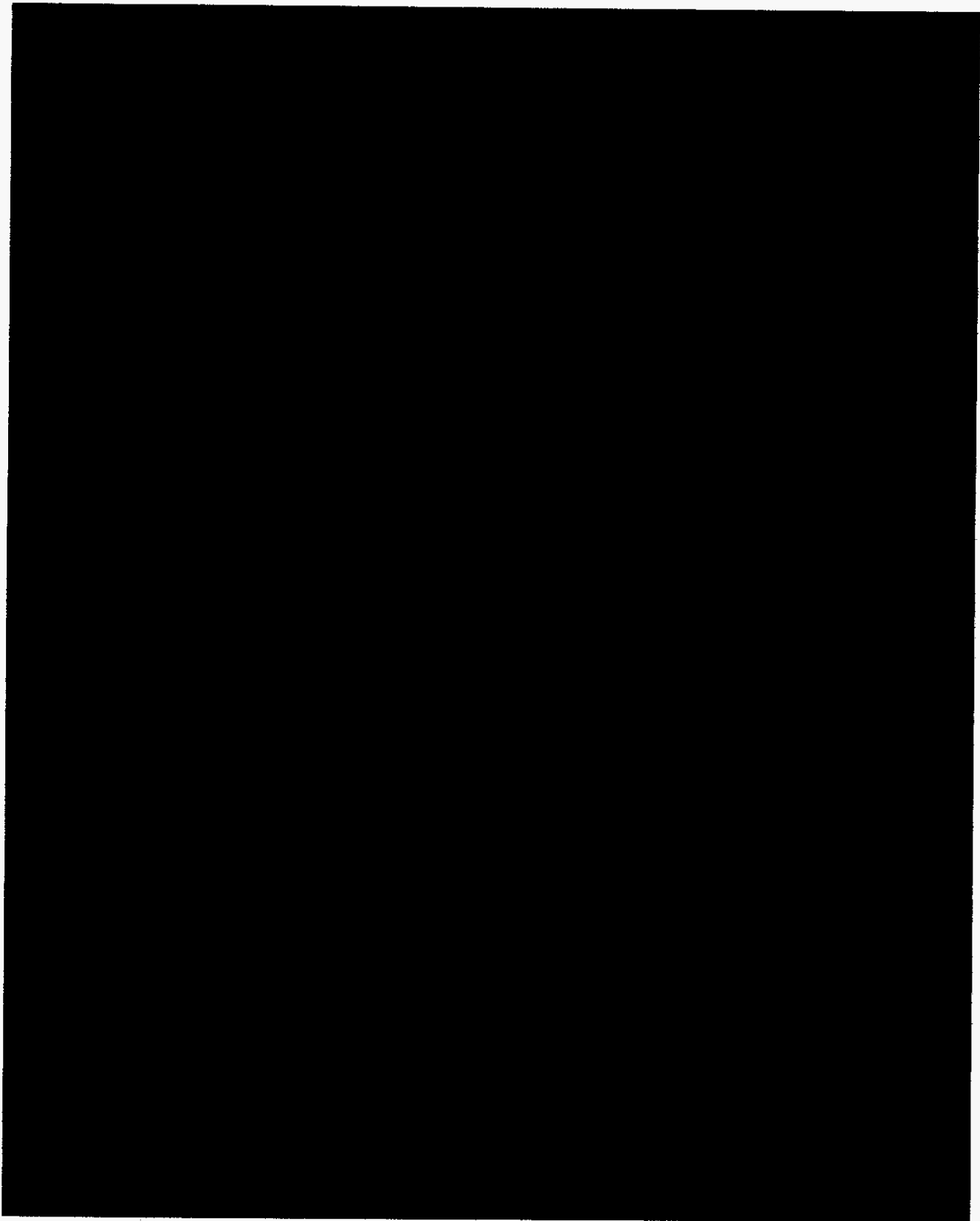


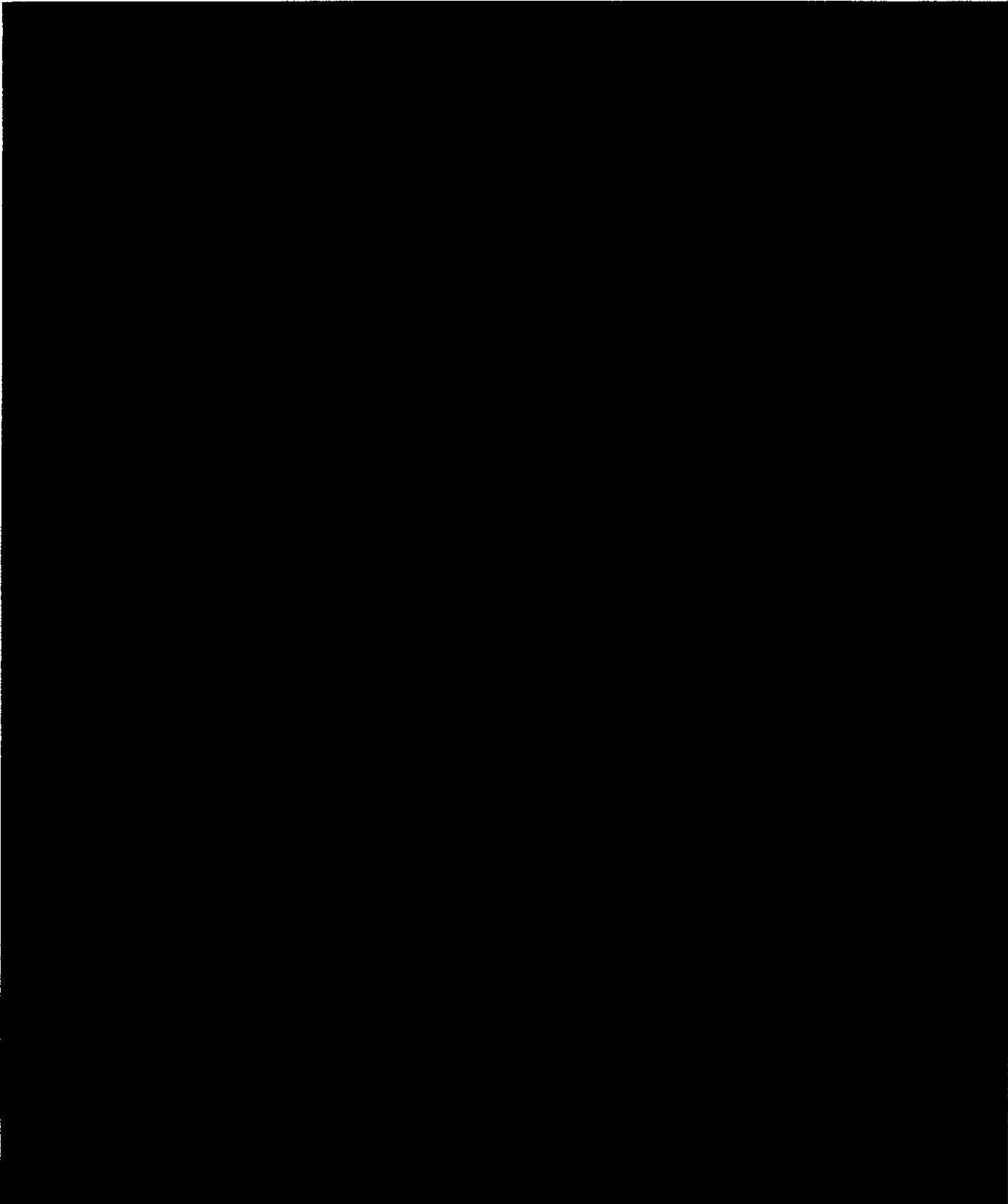


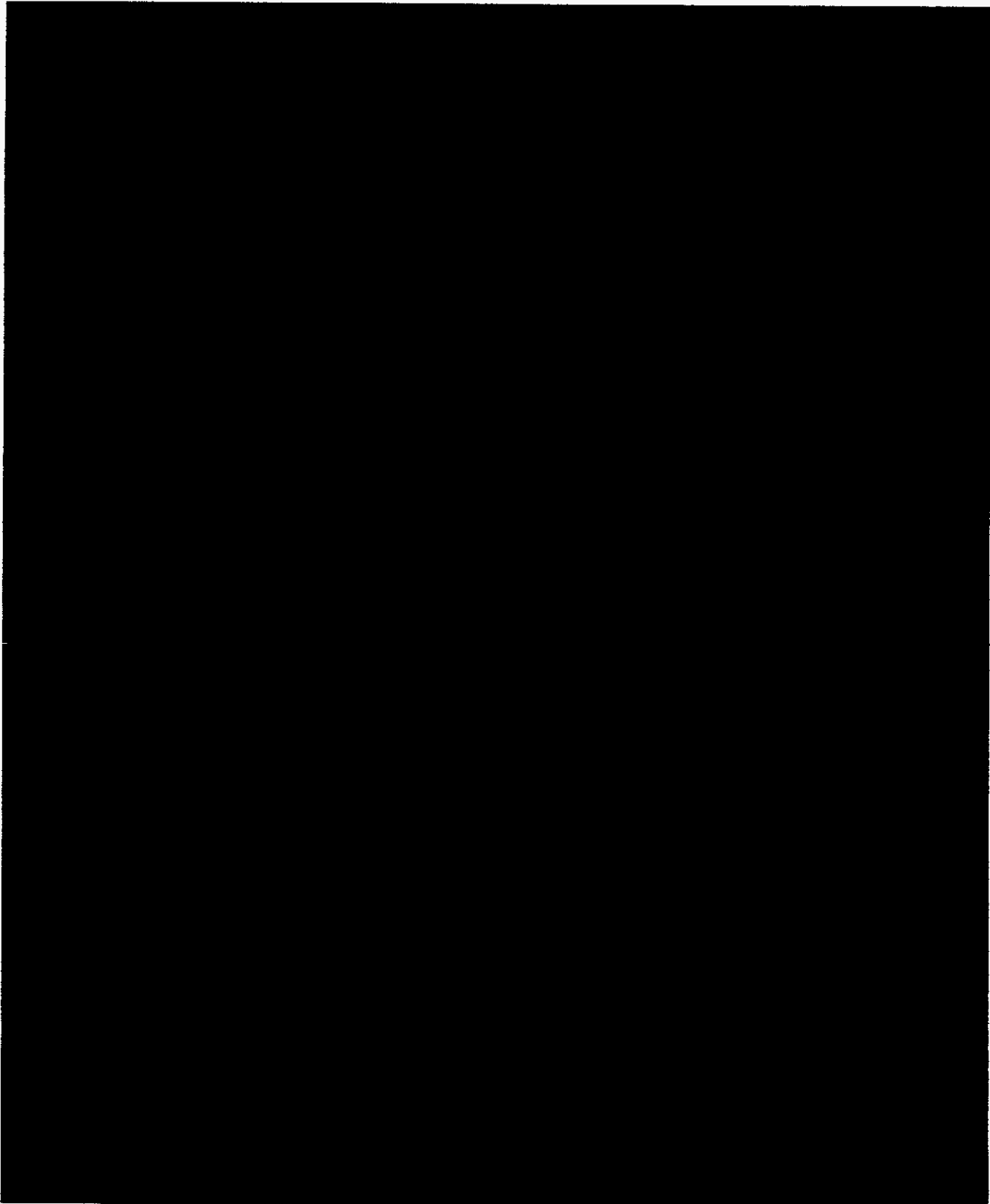


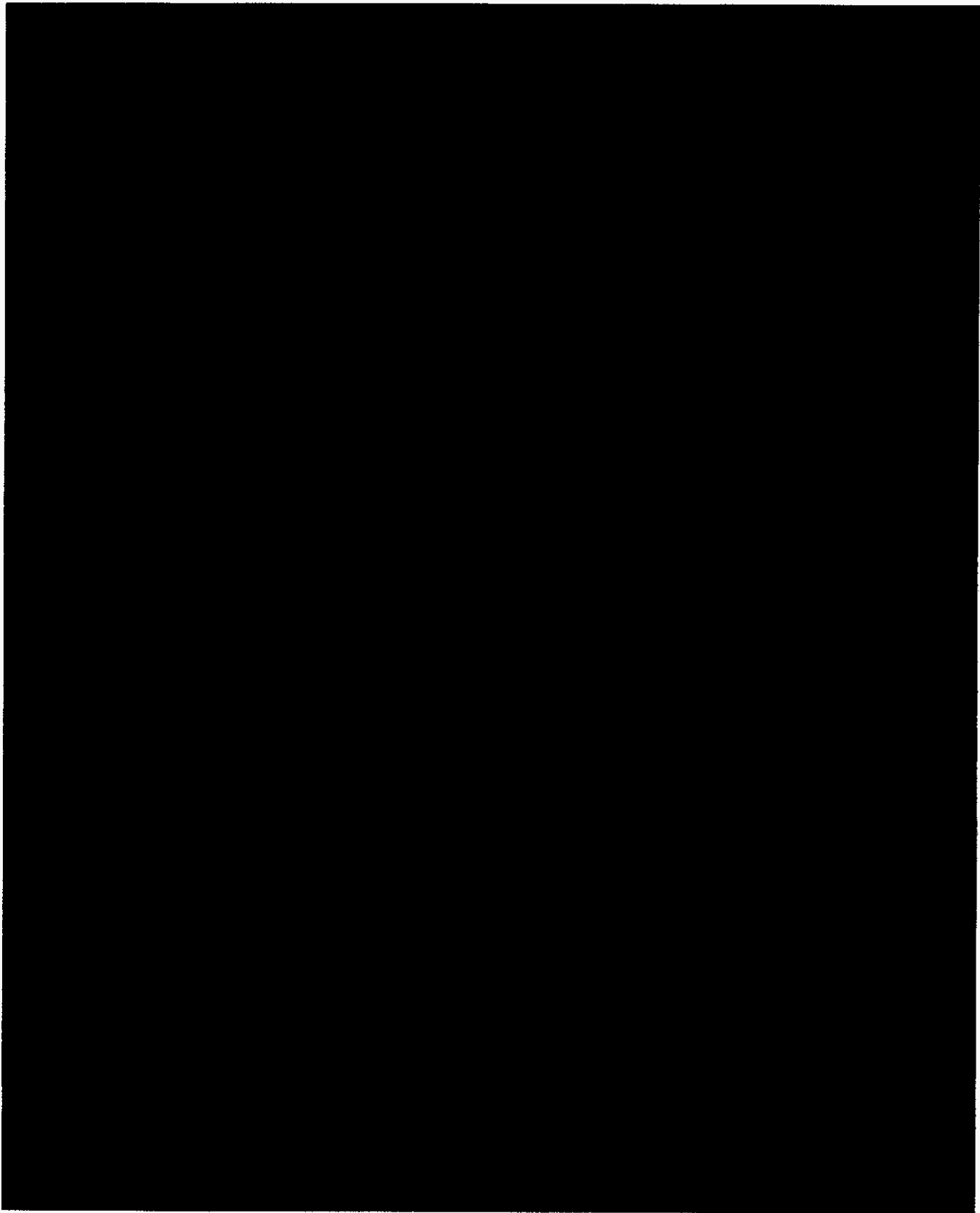


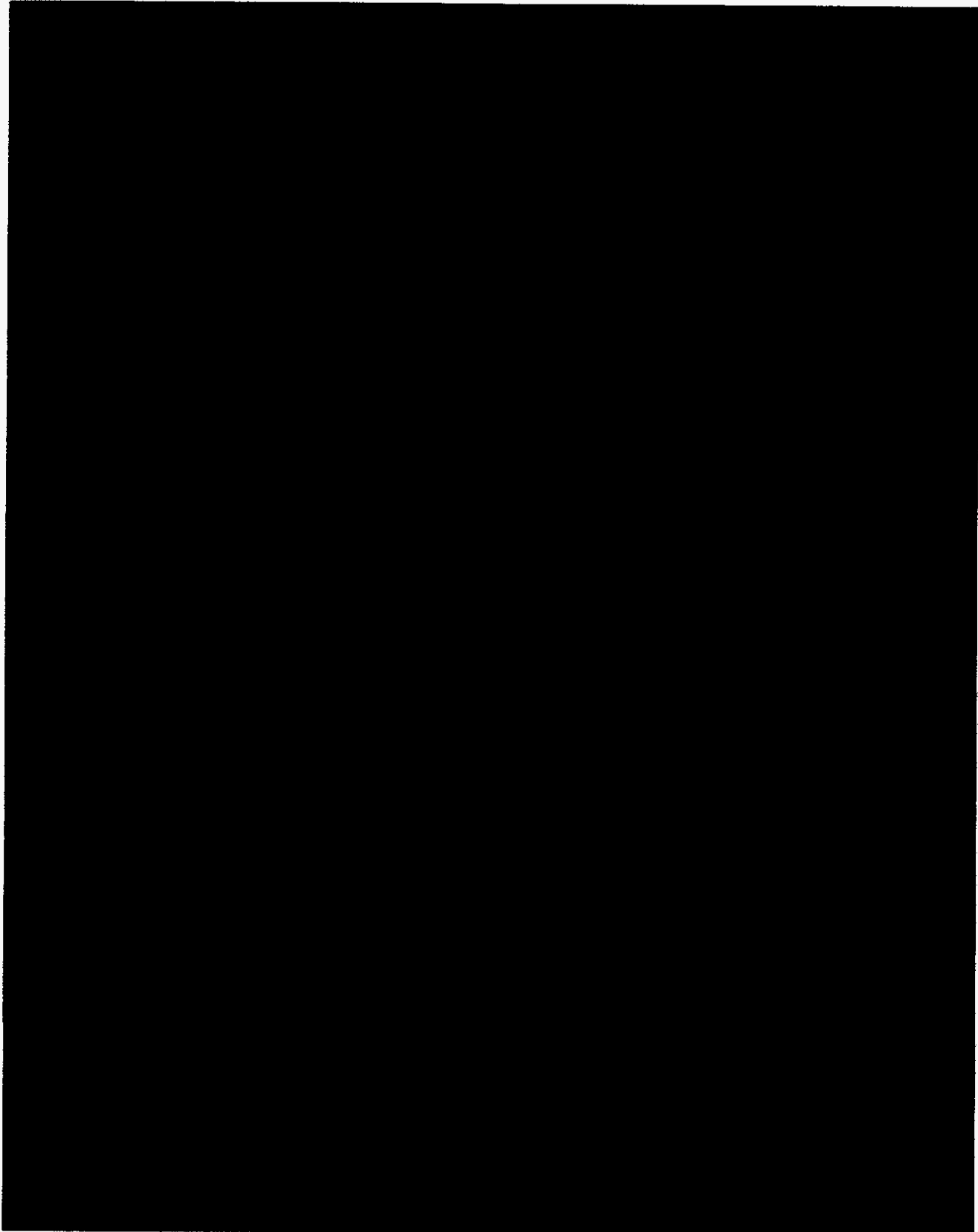




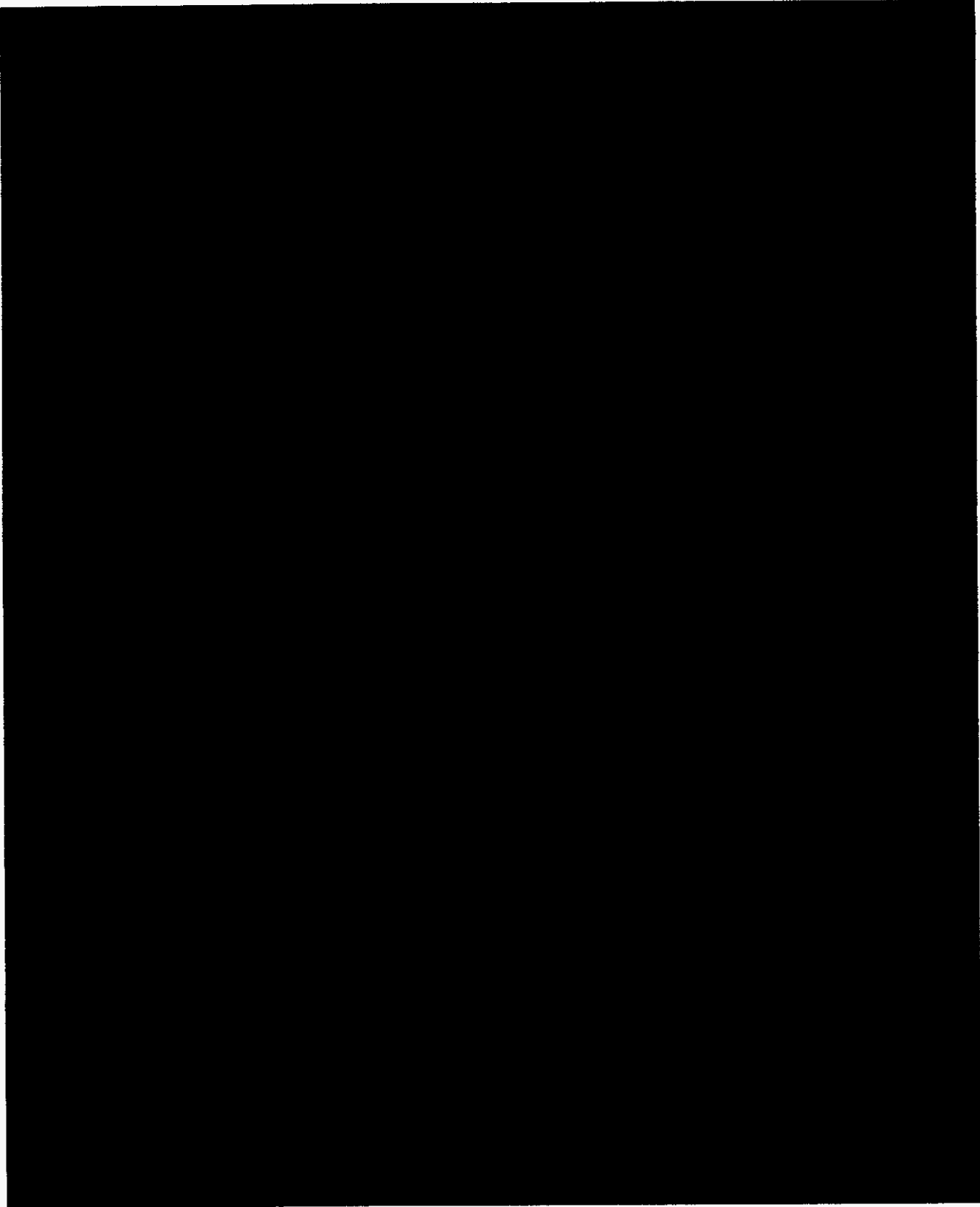


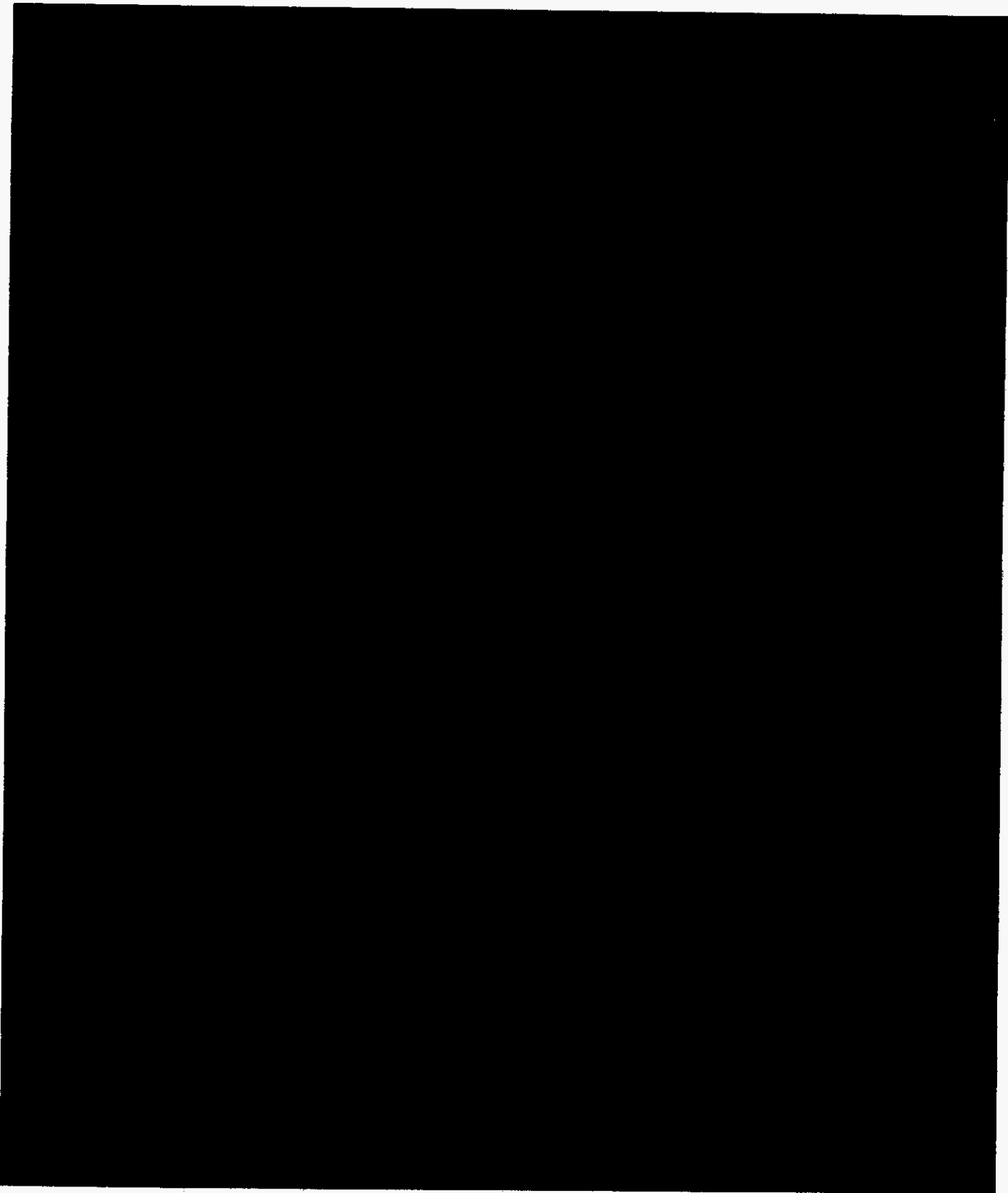


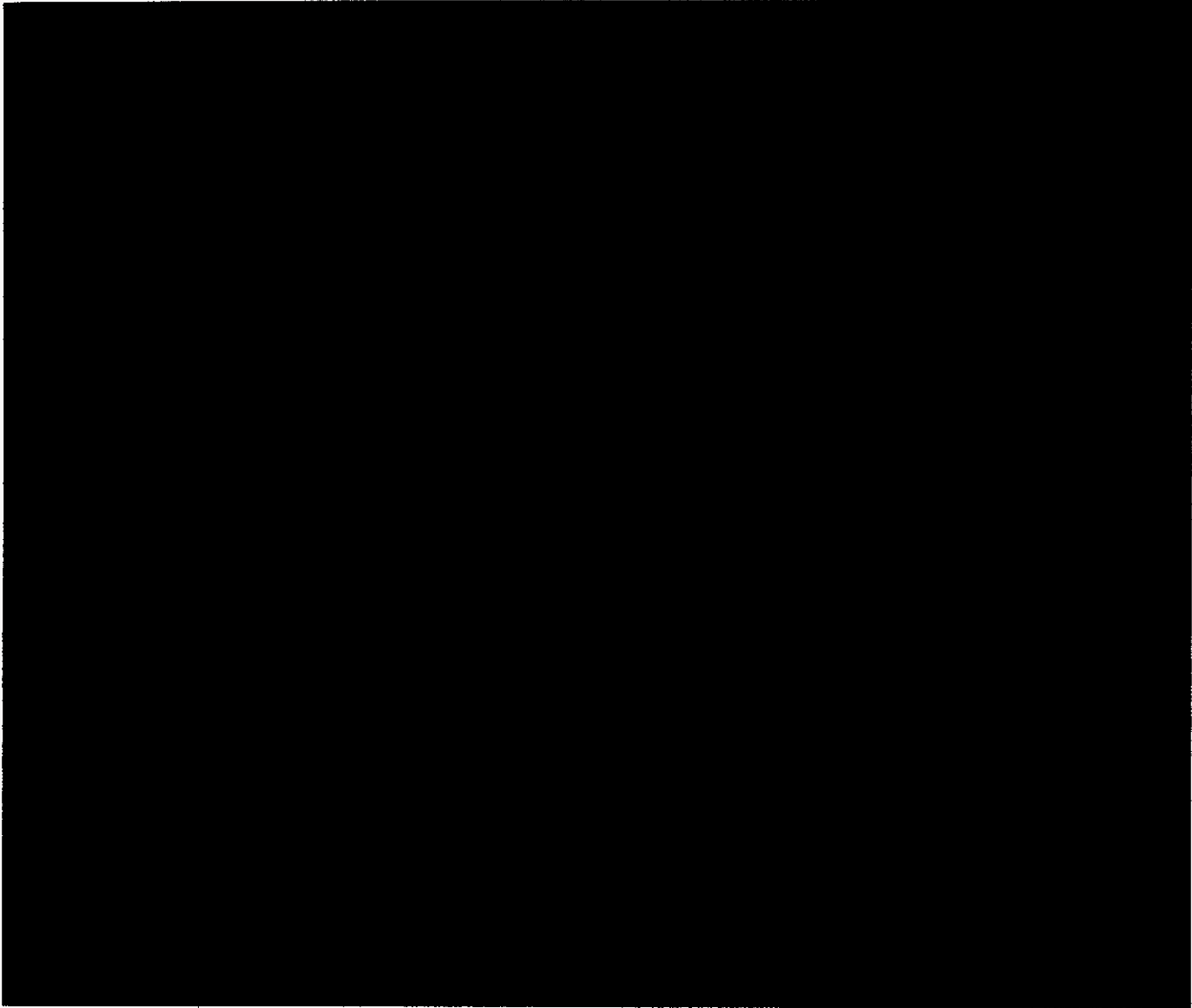


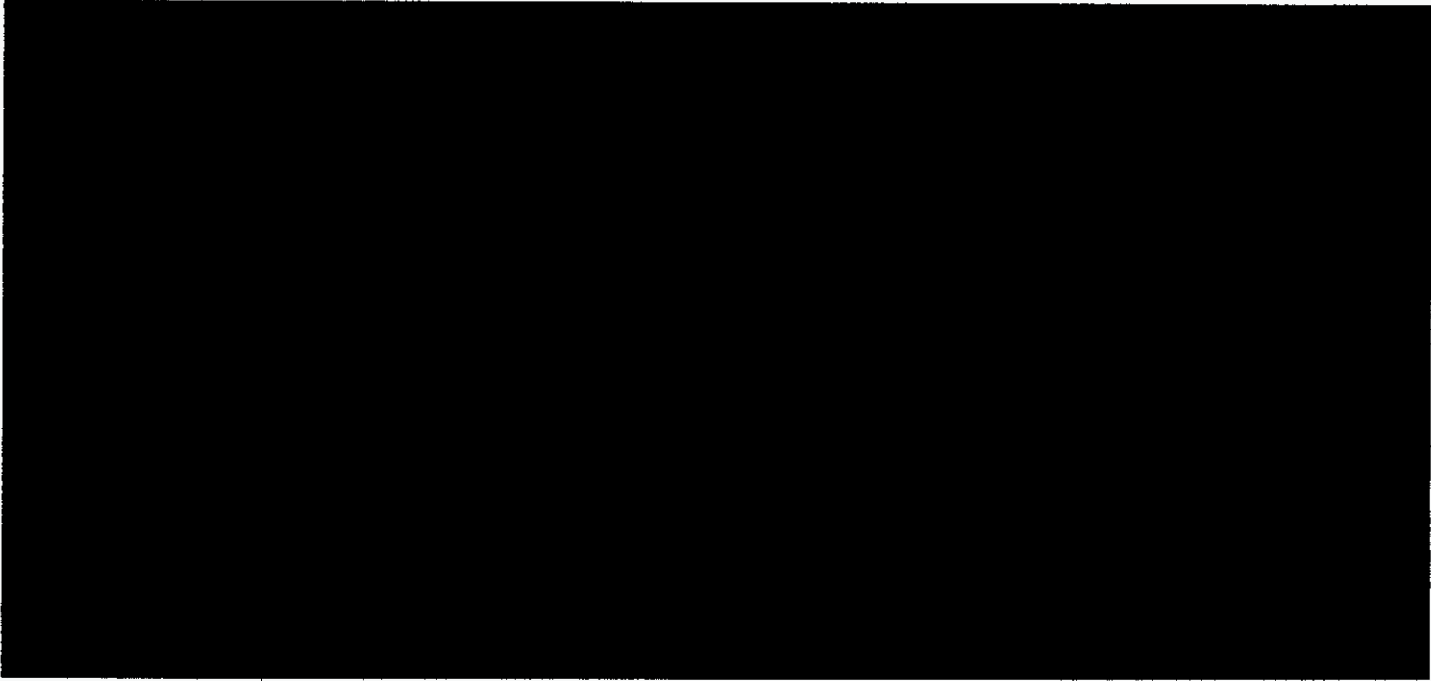




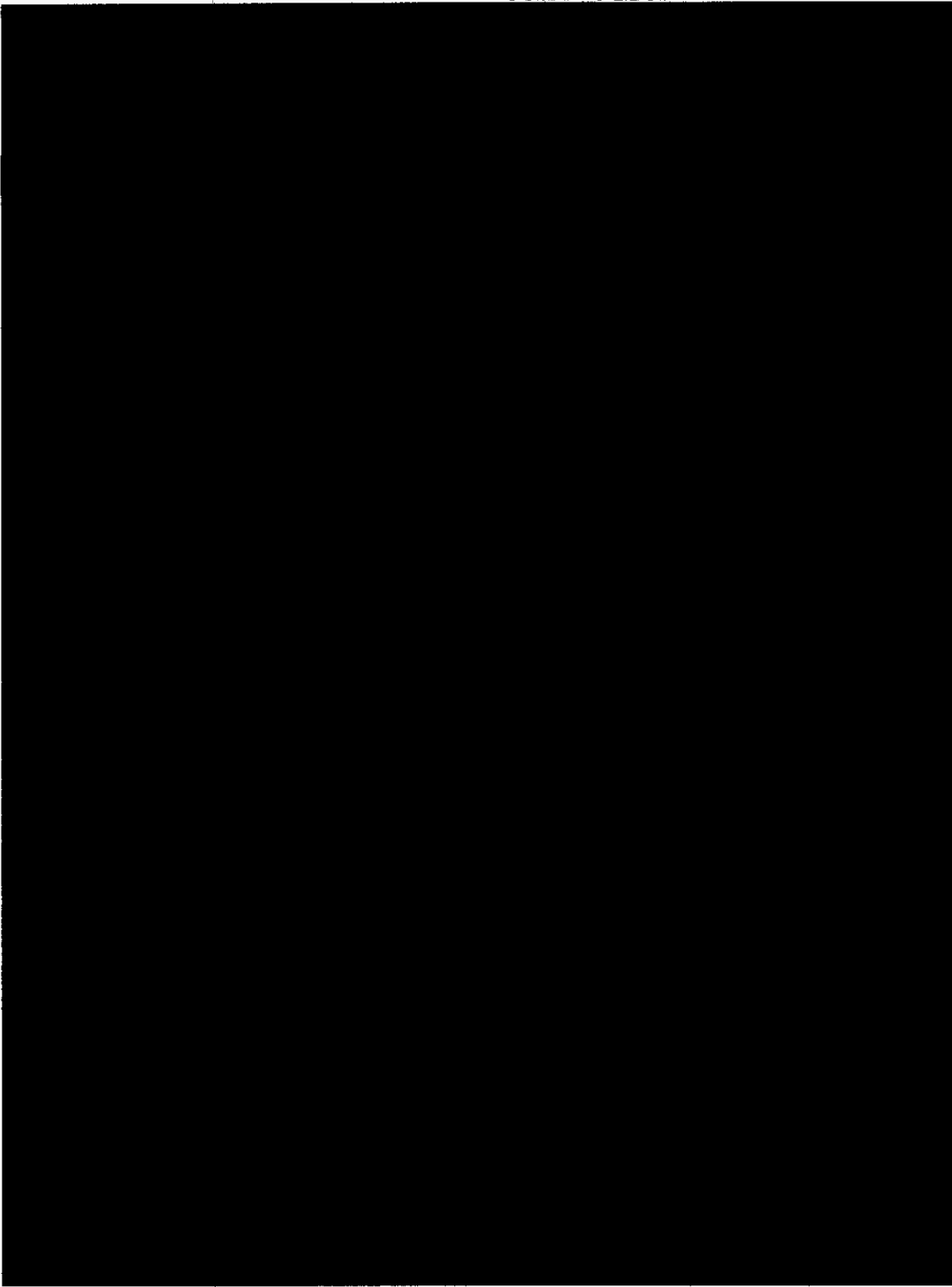


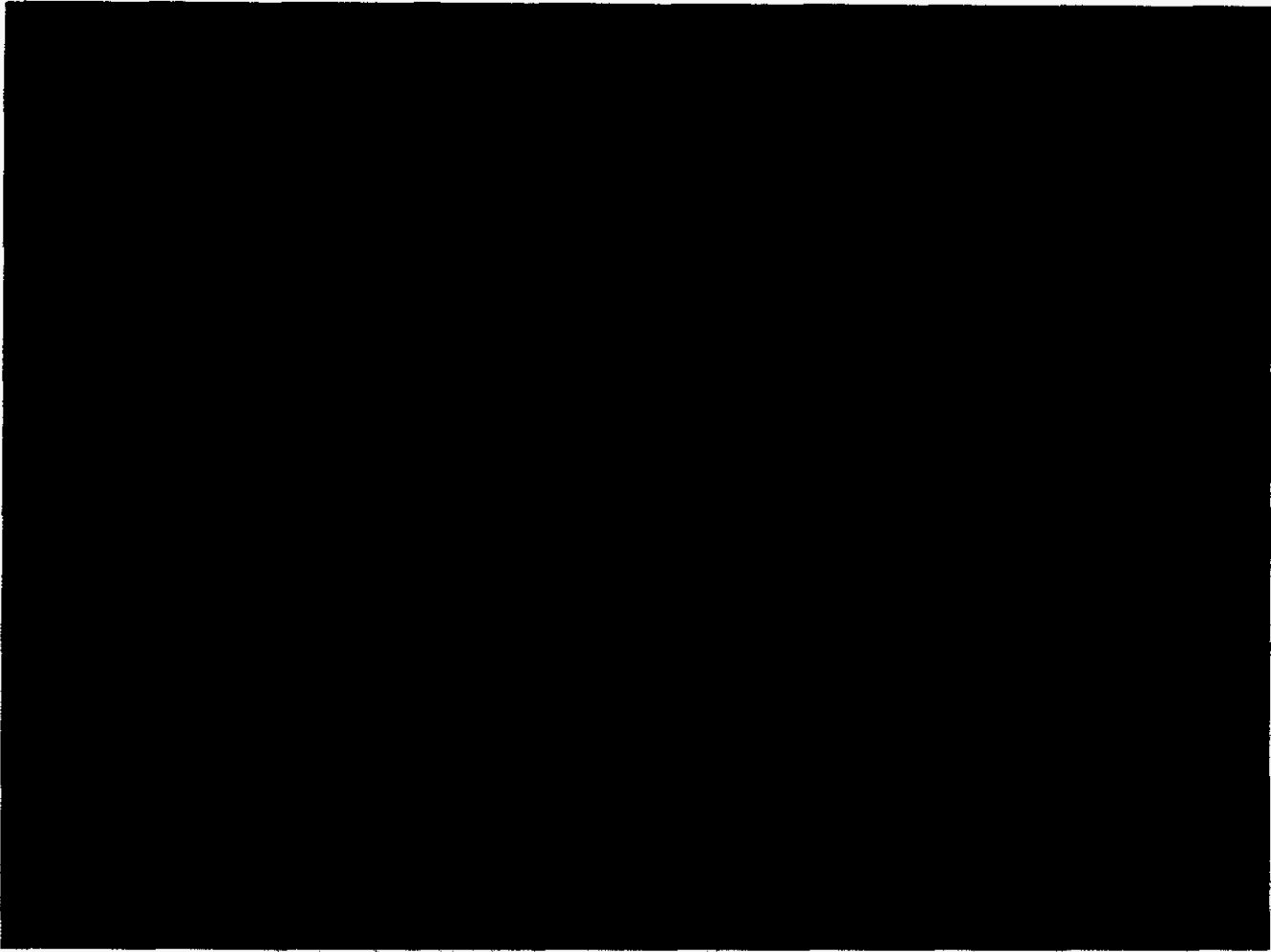


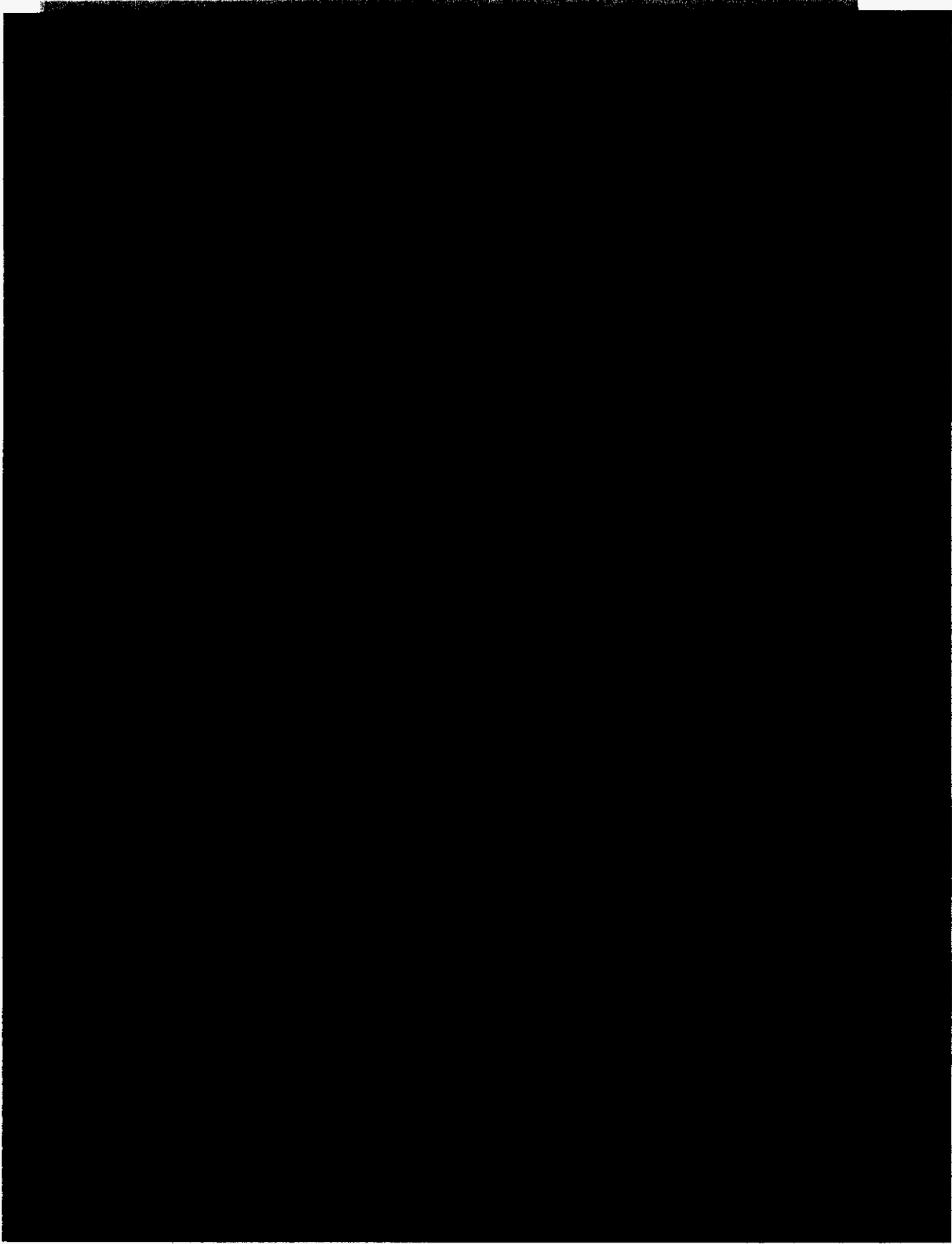


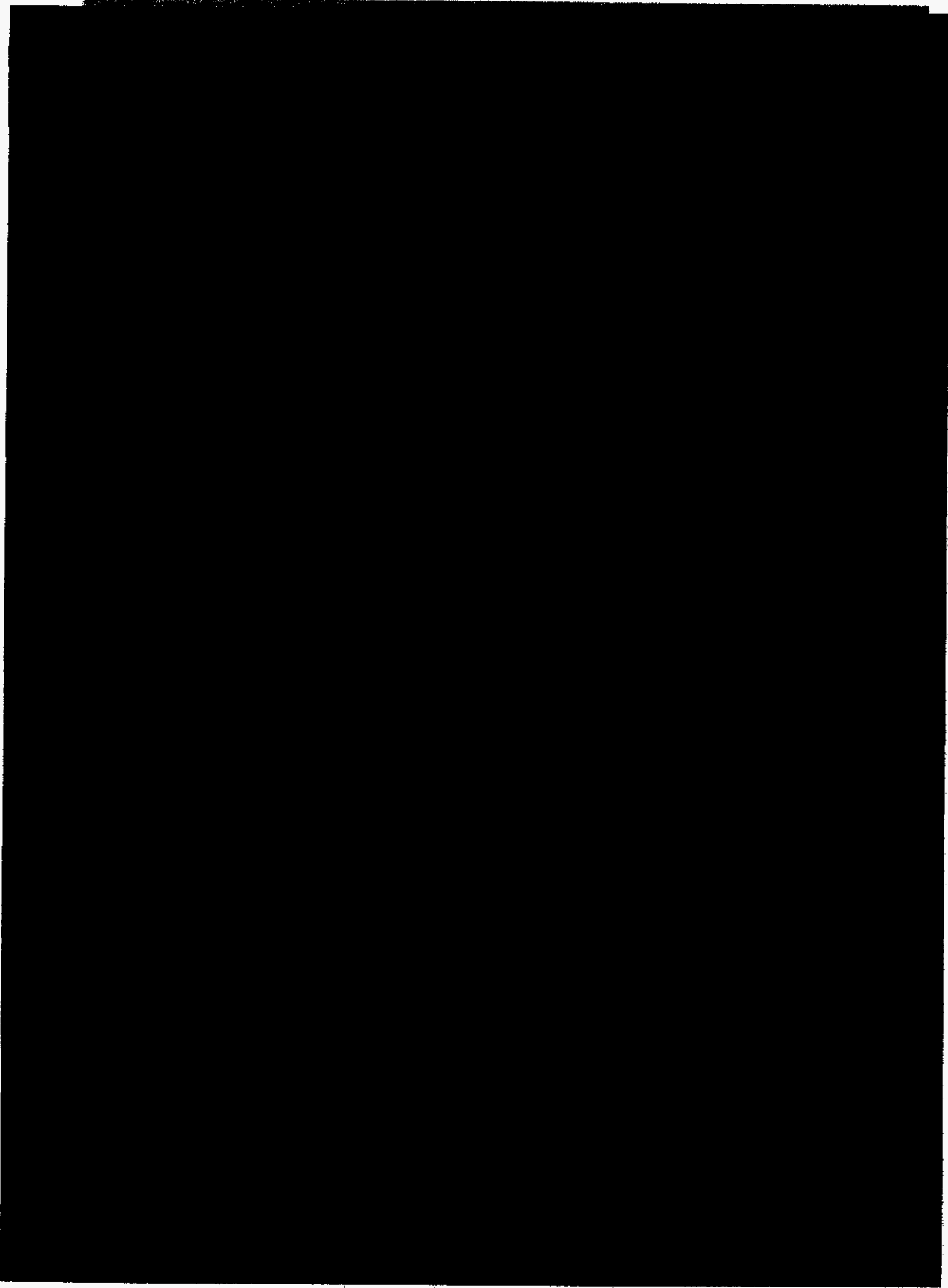


SCHEDULE A













Summary of QCC-PAETEC Billing Disputes (FL Intrastate Switched Access 2007-2011)

Docket No#090538-TP

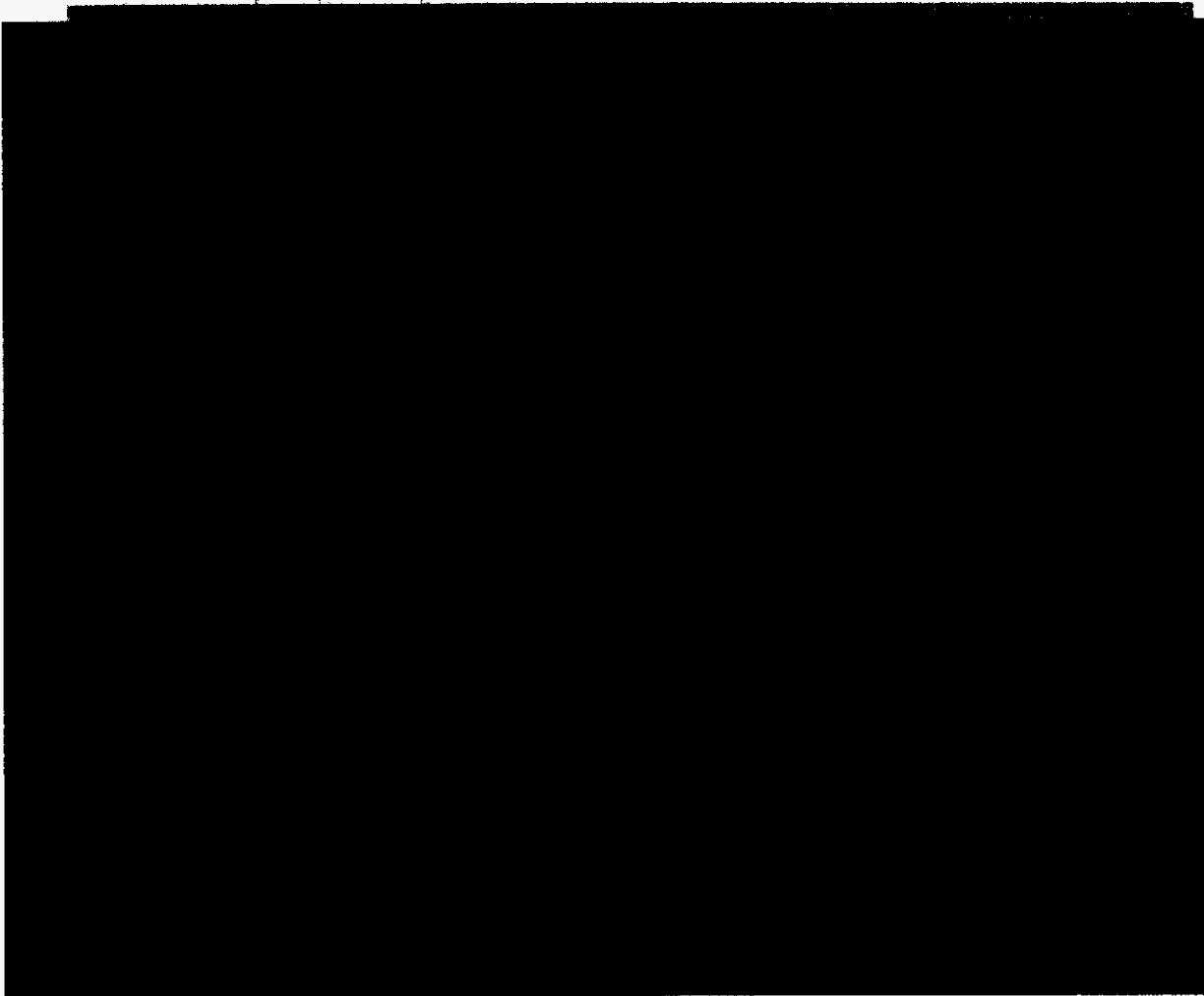
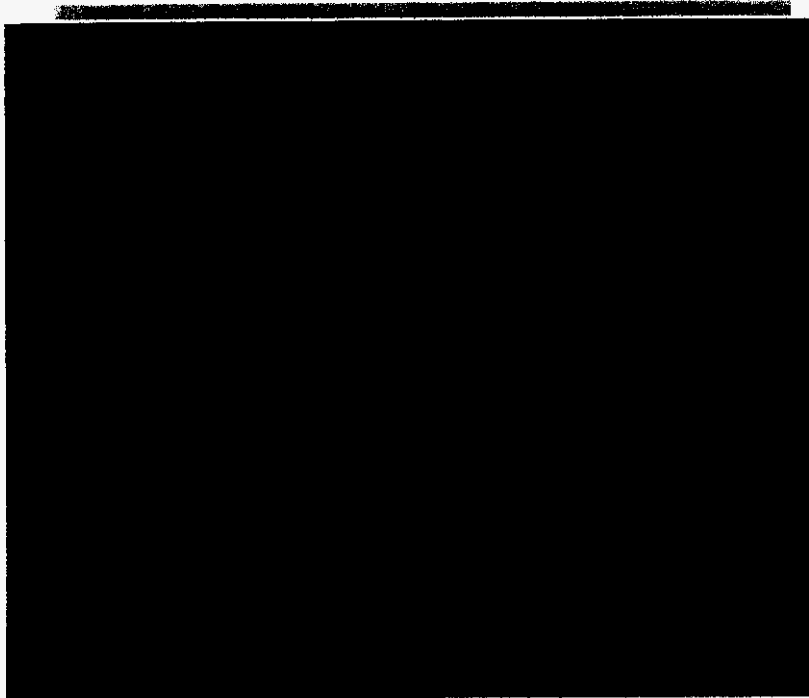
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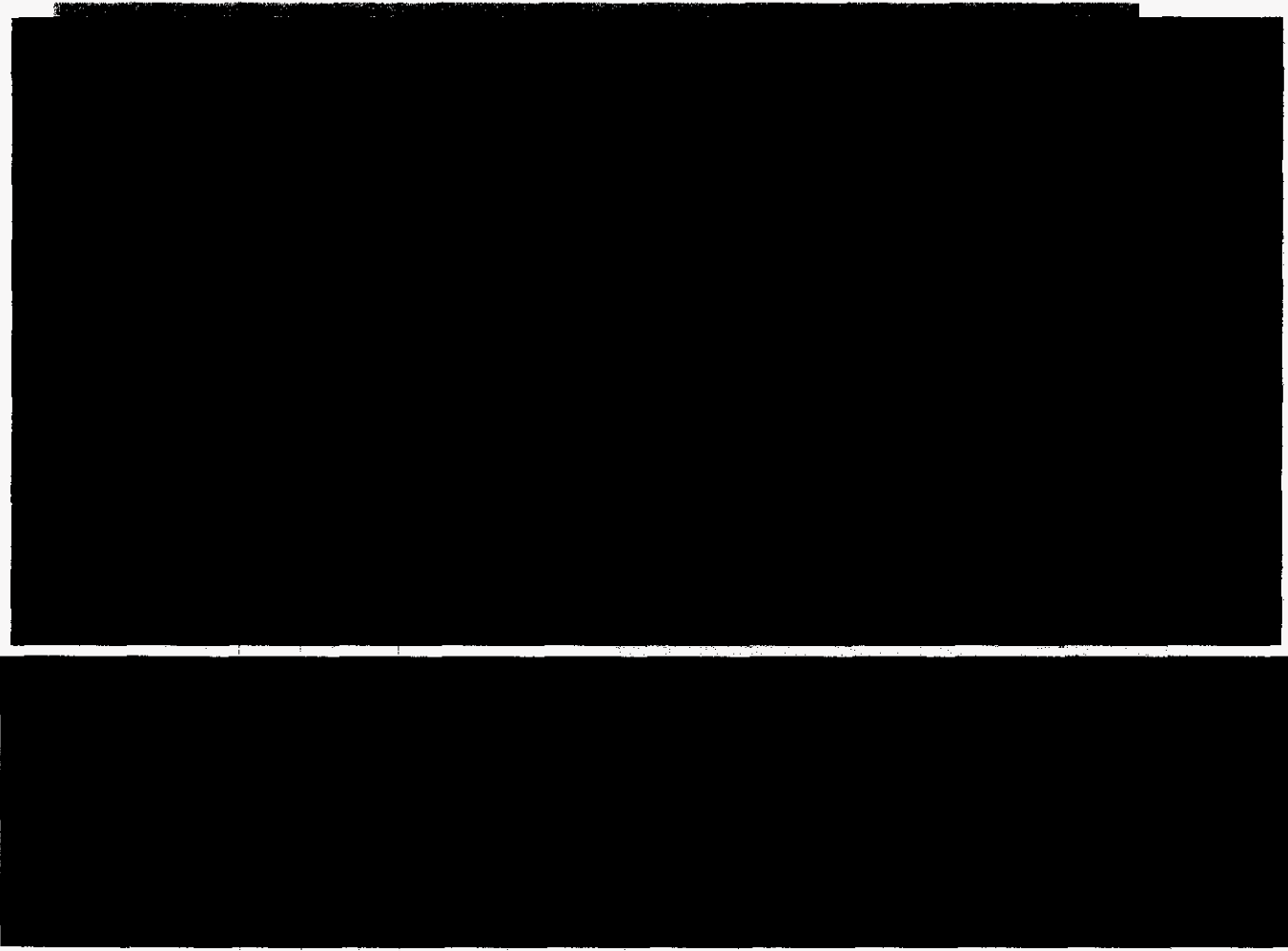
CONFIDENTIAL DOCUMENT

QCC POD 001697

Vendor Name	BAN	Claim Number	Dispute Notes	Year Created	Date Created
[REDACTED]					

CONFIDENTIAL





Summary of QCC-US LEC Billing Disputes (FL Intrastate Switched Access 2007-2011)

Docket No#090538-TP

QCC Response to US LEC POD#2-9

CONFIDENTIAL DOCUMENT

QCC POD 001700

Vendor Name	BAN	Claim Number	Dispute Notes	Year Created	Date Created
[REDACTED]					

CONFIDENTIAL