

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

REDACTED

REDACTED

DIRECT TESTIMONY OF WILLIAM R. EASTON

ON BEHALF OF

QWEST COMMUNICATIONS COMPANY, LLC

Filed: June 14, 2012

COM	_____
APA	_____
ECR	_____
CCB	_____
RAD	_____
SRC	_____
ADM	_____
OPC	_____
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FPCC-COMMISSION CLERK

1 **VII. CLEC BY CLEC ANALYSIS¹⁴**

2 **A. BROADWING COMMUNICATIONS, LLC**

3 **Q. PLEASE DESCRIBE THE BROADWING COMMUNICATIONS, LLC**
4 **(“BROADWING”) AGREEMENTS AT ISSUE IN THIS CASE?**

5 A. Focal Communications Corporation, which was later acquired by Broadwing, has or had
6 agreements for intrastate switched access services with [REDACTED] which
7 contained rates lower than the rates contained in Focal’s Florida intrastate access price
8 list. These off-price list arrangements [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED] See Confidential Exhibits WRE 5A and 5B).

12 Under the agreements, Broadwing/Focal charged or charges these IXCs the rates
13 identified in Exhibit WRE 1A, row 1, and Exhibit WRE 1B, row 1.¹⁵

14 **Q. WAS QCC OFFERED THE SAME RATES THAT BROADWING/FOCAL**
15 **OFFERED UNDER THESE AGREEMENTS?**

16 A. No. Broadwing/Focal charged QCC its higher switched access price list rates.
17 Broadwing did not disclose copies of all past and current off-price list arrangements to
18 QCC and did not offer QCC the discounts it provided pursuant to the secret agreements.

19 In response to a discovery request asking whether Broadwing had offered the contract
20 rates and terms to any other IXC, Broadwing stated:

¹⁴ Please note that, while Access Point, Inc. and Birch Communications, Inc. are still technically respondents in this case, QCC has entered into a settlement with Access Point and is working to finalize a settlement with Birch. On June 1, 2012, QCC filed a notice dismissing its complaint as against Access Point. QCC anticipates filing a notice dismissing its complaint against Birch once the written settlement agreement is final. As a result of these settlements, my testimony does not include a discussion of Access Point’s or Birch’s agreements, price lists or practices. . Should the status of these settlements change as a result of any unforeseen circumstances, QCC reserves the right to supplement its testimony with that information and documentation.

¹⁵ Confidential Exhibit WRE 1A (confidential) and Exhibit WRE 1B (lawyers only confidential) summarize the agreements, the effective dates and the rates for each of the agreements relied upon in Mr. Canfield’s analysis.

1 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**
2 **IN THIS CASE?**

3 A. Yes. To the best of QCC's knowledge, these price lists were in effect during the
4 timeframe of the Focal agreements discussed above.

5 **B. BUDGET PREPAY, INC.**

6 **Q. PLEASE DESCRIBE THE BUDGET PREPAY, INC. ("BUDGET")**
7 **AGREEMENT AT ISSUE IN THIS CASE?**

8 A. Budget has an agreement for intrastate switched access services with [REDACTED] which
9 contains rates lower than the rates contained in Budget's Florida intrastate access price
10 list. The agreement between Budget Phone, Inc. and [REDACTED] was effective [REDACTED]
11 [REDACTED] (see Exhibit WRE 8). Under the agreement, Budget
12 charged or charges [REDACTED] the rates identified in Exhibit WRE 1A, row 2.

13 **Q. WAS QCC OFFERED THE SAME RATES THAT BUDGET OFFERED IN THIS**
14 **AGREEMENT?**

15 A. No. Budget charged QCC Budget's higher switched access price list rates. Budget did
16 not disclose copies of all past and current off-price list arrangements to QCC. To QCC's
17 knowledge, Budget did not offer QCC the discount Budget provided under the
18 agreement. In discovery, Budget was asked if it had offered QCC the equivalent rates,
19 terms and conditions which were in the [REDACTED] agreement. Budget objected and refused
20 to answer any of QCC's discovery. (See Exhibit WRE 9 for a copy of Budget's response
21 to QCC Data Request 2h).

22 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN BUDGET'S**
23 **FLORIDA INTRASTATE SWITCHED ACCESS PRICE LIST?**

24 A. Budget's Florida Price List No. 3, Section 5, specifies the rates, terms and conditions for
25 its provision of intrastate switched access services (see Exhibit WRE 10 for a copy of

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C. BULLSEYE TELECOM, INC.

Q. PLEASE DESCRIBE THE BULLSEYE TELECOM, INC. (“BULLSEYE”) AGREEMENT AT ISSUE IN THIS CASE?

A. BullsEye has an agreement for intrastate switched access services with AT&T which contains rates different than the rates contained in its intrastate access price list. This off-price list arrangement between BullsEye and AT&T was effective [REDACTED] [REDACTED] (See Confidential Exhibit WRE 11). Under the agreement, BullsEye charged or charges AT&T the rates identified in Exhibit WRE 1A, row 3.

Q. DID BULLSEYE OFFER THE SPECIAL RATES TO QCC?

A. No. BullsEye charged QCC its higher switched access price list rates. BullsEye did not disclose copies of all past and current off-price list arrangements to QCC. To QCC’s knowledge, BullsEye did not offer QCC the discount BullsEye provided to AT&T. In discovery, BullsEye was asked if it had offered QCC the equivalent rates, terms and conditions which were in the AT&T agreement. BullsEye objected and did not answer the question. (See Exhibit WRE 12 for a copy of BullsEye’s response to QCC Data Request 2h).

Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN BULLSEYE’S ACCESS PRICE LIST?

A. BullsEye’s Florida Price list No. 2, Section 3.9 specifies the rates, terms and conditions for its provision of intrastate switched access services. (See Exhibit WRE 13 for a copy of BullsEye Telecom, Inc. Florida P.U.C. Price list No. 2, Section 3.9).

Following are the most relevant rate elements for intrastate switched access service:

BullsEye Telecom, Inc. Price List No. 2 (effective November 7, 2003)

Local Switching	Per Minute: \$0.04100
800 Data Base Access Service	Per Query: \$0.0055

1 **E. ERNEST COMMUNICATIONS, INC.**

2 **Q. PLEASE DESCRIBE THE ERNEST COMMUNICATIONS, INC. ("ERNEST")**
3 **AGREEMENTS AT ISSUE IN THIS CASE?**

4 A. Ernest has agreements for intrastate switched access services with [REDACTED] for intrastate
5 switched access service which contained rates different than the rates contained in its
6 intrastate access price list. These off-price list arrangements are dated [REDACTED] and
7 [REDACTED]. Under the agreements, Ernest charged or charges [REDACTED] the rates
8 identified in Exhibit WRE 1A, rows 7 and 8. (see Confidential Exhibits WRE 17A and
9 17B).

10 **Q. DID ERNEST OFFER THE SPECIAL RATES TO QCC?**

11 A. No. Ernest charged QCC its higher switched access price listed rates. Ernest did not
12 disclose copies of all past and current off-price list arrangements to QCC. To QCC's
13 knowledge Ernest has not provided QCC the rates, terms and conditions received by the
14 preferred IXC. In discovery, Ernest was asked if it had offered QCC the equivalent rates,
15 terms and conditions which were in the agreements. Ernest did not respond to the data
16 request (See Exhibit WRE 18 for a copy of QCC's discovery requests to Ernest).

17 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN ERNEST'S**
18 **ACCESS PRICE LIST?**

19 A. Ernest's Switched Access Tariff specifies the rates, terms and conditions for its provision
20 of intrastate switched access services. (See Exhibit WRE 19 for a copy of Ernest's
21 Florida Price List No. 2 effective February 4, 2003). Following are the most relevant rate
22 elements for intrastate switched access service:

23 Local Switching

24 Per Minute Originating \$0.0200

25 Per Minute Terminating \$0.0280

REDACTED

1 8XX Query \$0.0055

2 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**
3 **IN THIS CASE?**

4 A. Yes. To the best of QCC's knowledge, the price list was in effect during the timeframe
5 of the Ernest agreements discussed above.

6 **F. FLATEL, INC.**

7 **Q. PLEASE DESCRIBE THE FLATEL, INC. ("FLATEL") AGREEMENT AT**
8 **ISSUE IN THIS CASE?**

9 A. Flatel has an agreement for intrastate switched access services with [REDACTED] which
10 contains rates different than the rates contained in its intrastate access price list. This
11 agreement between Flatel and [REDACTED] became effective [REDACTED]
12 [REDACTED] Under the agreement, Flatel charged or charges [REDACTED] the rates identified in
13 Exhibit WRE 1A, row 9. (see Confidential Exhibit WRE 20).

14 **Q. DID FLATEL OFFER THE SPECIAL RATES TO QCC?**

15 A. No. Flatel charged QCC higher switched access rates. Flatel did not disclose copies of
16 all past and current off-price list arrangements to QCC. To QCC's knowledge Flatel has
17 not provided QCC the same rates, terms or conditions received by the preferred IXC. In
18 discovery, Flatel was asked if it had offered QCC the equivalent rates, terms and
19 conditions which were in the agreement. Flatel has not responded to the data request
20 (See Exhibit WRE 21 for a copy of QCC's discovery requests to Flatel).

21 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN FLATEL'S**
22 **ACCESS PRICE LIST?**

23 A. QCC has been unable to locate a copy of Flatel's price list. QCC will continue to look
24 for the price list. Exhibit WRE 22, which is currently blank, is a placeholder in the event
25 a Florida price list for Flatel is located.

1 **G. GRANITE TELECOMMUNICATIONS, INC.**

2 **Q. PLEASE DESCRIBE THE GRANITE TELECOMMUNICATIONS, INC.**
3 **AGREEMENTS AT ISSUE IN THIS CASE?**

4 A. Granite had an agreement for intrastate switched access services with AT&T. The AT&T
5 agreement, which was effective [REDACTED]
6 [REDACTED] offered intrastate switched access services at lower rates than the rates in
7 Granite's effective state price lists. (See Confidential Exhibit WRE 23A). Under the
8 agreement, Granite charged AT&T the rates identified in Exhibit WRE 1A, row 10.
9 Granite also had an agreement for intrastate switched access with Sprint. (See
10 Confidential Exhibit WRE 23B).

11 **Q. DID GRANITE OFFER THE SPECIAL RATES TO QCC?**

12 A. No. Granite charged QCC the higher access rate in the Granite Access price list. Granite
13 did not disclose copies of all past and current off-price list arrangements to QCC. To
14 QCC's knowledge Granite has not provided QCC the same rates, terms or conditions
15 received by AT&T and Sprint. In discovery, Granite was asked if it had offered QCC the
16 equivalent rates, terms and conditions which were in the AT&T and Sprint agreements.
17 Granite objected and did not respond to the data request (See Exhibit WRE 24A and 24B
18 for a copy of Granite's response and supplemental response to QCC Data Request 2h).

19 **Q. WHAT ARE THE SWITCHED ACCESS RATE PROVISIONS IN GRANITE'S**
20 **ACCESS PRICE LIST?**

21 A. Granite's Price list No. 2 specifies the rates, terms and conditions for its provision of
22 intrastate switched access services. (See Exhibit WRE 25 for a copy of the Granite
23 Telecommunications, LLC, Florida PUC Price list No. 2, Section 5.1, effective June 18,
24 2003). Following are Granite's most relevant switched access price listed rate elements:

25 **REDACTED**

1 dated January 13, 1998). The actual pages of the MCI switched access price listed
2 rate elements are identified in Exhibit WRE 28, however following are the most relevant
3 rate elements billed to QCC for intrastate switched access service:

4	Per Access Minute of Originating Use	\$0.029156
5	Per Access Minute of Terminating Use	\$0.036673
6	800 Data Base Query	\$0.0040

7 **Q. WERE THESE RATES IN EFFECT DURING THE RELEVANT TIME FRAMES**
8 **IN THIS CASE?**

9 A. Yes. To the best of QCC's knowledge, these rates were in effect during the timeframe of
10 MCI's agreements with AT&T.

11 **Q. IN THE COLORADO PROCEEDING MCI ARGUED THAT ITS AGREEMENT**
12 **WITH AT&T WAS RECIPROCAL, WITH EACH PARTY PROVIDING**
13 **SWITCHED ACCESS TO THE OTHER. WAS THE AGREEMENT TRULY**
14 **RECIPROCAL?**

15 A. No. MCI's arrangement with AT&T was only nominally "reciprocal." [BEGIN
16 LAWYERS ONLY CONFIDENTIAL] [REDACTED]

17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED]

¹⁶ See Exhibit WRE 29A.

REDACTED

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

¹⁷[BEGIN LAWYERS ONLY CONFIDENTIAL]

[REDACTED]

[END LAWYERS ONLY CONFIDENTIAL] See Exhibit WRE 29A.

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

[END LAWYERS ONLY CONFIDENTIAL]

23

¹⁸ See Confidential Exhibit WRE 29B (Bates Nos. 270-271, provided in response to a QCC Colorado Data Request.

¹⁹ See Confidential Exhibit WRE 29B (Bates Nos. 403-406).

²⁰ See Confidential Exhibit WRE 29B.

REDACTED

1 **Q. COULD QCC HAVE ENTERED INTO A ‘RECIPROCAL’ AGREEMENT WITH**
2 **MCI TO PROVIDE SWITCHED ACCESS SERVICES?**

3 A. Certainly. Although QCC did not provide switched access between the years 2004 and
4 2007, QCC was certificated to provide local exchange service in nearly every state
5 (including Florida) during that period. The availability of discounted switched access
6 rates would certainly be a relevant factor in any decision regarding the offering of
7 switched access services. Because MCI did not make the AT&T terms available to
8 QCC, QCC was deprived of the opportunity to consider whether to offer switched
9 access (assuming that was even a legitimate prerequisite for the discount afforded by
10 MCI to AT&T) and the potential benefits such an offering may have brought. Also, if
11 made aware of the agreement and the alleged “reciprocity” precondition, QCC would
12 have been in a position to seek assistance at state commissions if MCI refused to apply
13 the same discount to QCC.

14 **Q. IS THERE ANYTHING IN THE MCI-AT&T AGREEMENT THAT WOULD**
15 **HAVE PREVENTED QCC FROM ENTERING INTO SUCH AN AGREEMENT?**

16 A. No. [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]

20 **I. NAVIGATOR TELECOMMUNICATIONS, LLC**

21 **Q. PLEASE DESCRIBE THE NAVIGATOR TELECOMMUNICATIONS, LLC**
22 **(“NAVIGATOR”) AGREEMENT AT ISSUE IN THIS CASE?**

23 A. Navigator has an agreement for intrastate switched access services with AT&T which
24 contains rates lower than the rates contained in Navigator’s Florida intrastate access price
25 list. This off-price list arrangement was effective July 1, 2001 and remains in effect.

INDEX TO EXHIBITS

DESCRIPTION	Exhibit
CLEC Agreement Rates (confidential)	Confidential WRE 1A
CLEC Agreement Rates (lawyers only confidential)	Confidential WRE 1B
Bell South Telecommunications Inc. of Florida Section E6.8, effective September 4, 2005	WRE 2
Verizon Florida Switched Access Tariff Section 6.6	WRE 3
Embarq Florida Access Service Tariff Section 6.8	WRE 4
Focal Communications Corporation and [REDACTED]	Confidential WRE 5A
Focal Communications and [REDACTED]	Confidential WRE 5B
Broadwing Communications, LLC Responses to Data Requests	WRE 6A, 6B
Focal Communications Corporation of Florida Price List No. 2 effective July 16, 2003	WRE 7
Budget Phone, Inc. and [REDACTED]	Confidential WRE 8
Budget Prepay, Inc. Responses to Data Requests	WRE 9
Budget Prepay, Inc. Florida Price List No. 3, effective January 17, 2004	WRE 10
BullsEye Telecom, Inc. and AT&T Settlement Agreement [REDACTED]	Confidential WRE 11
BullsEye Telecom, Inc. Responses to Data Requests	WRE 12
BullsEye Telecom Inc. Florida Price List No. 2, Section 3.9, effective November 7, 2003	WRE 13

ITC^Deltacom Communications, Inc. and AT&T Corp. Settlement and Switched Access Agreement, effective September 1, 2002	Confidential WRE 14A
DeltaCom, Inc. and AT&T Corp. Switched Access Service Agreement, effective January 1, 2011	Confidential WRE 14B
ITC^Deltacom Communications, Inc. and Sprint Settlement Agreement, effective March 28, 2002	Confidential WRE 14C
DeltaCom, Inc. Responses to Data Requests	WRE 15
ITC DeltaCom Communications Inc. Switched Access Tariff, Section 3, effective August 26, 1998	WRE 16
Ernest Communications and [REDACTED] [REDACTED]	Confidential WRE 17A
[REDACTED]	Confidential WRE 17B
Ernest Communications, Inc. Responses to Data Requests	WRE 18
Ernest Communications Inc. Access Services Tariff, Section 3, Effective February 4, 2003	WRE 19
Flatel, Inc. and [REDACTED]	Confidential WRE 20
Flatel, Inc. Data Requests	WRE 21
Flatel, Inc. Florida Price List	WRE 22
Granite Telecommunications, LLC, and AT&T Agreement effective [REDACTED]	Confidential WRE 23A
Granite Telecommunications, LLC and Sprint Agreement Effective [REDACTED]. (Lawyers Only)	Confidential WRE 23B
Granite Telecommunications, LLC Responses to Data Requests	WRE 24A
Granite Telecommunications, LLC Supplemental Responses to Data Requests	WRE 24B

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Docket No. 090538-TP
CLEC Agreement Rates (Confidential)
Exhibit WRE-1A, Page 1 of 6

**CLEC AGREEMENT RATES
(CONFIDENTIAL)**

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
1	Broadwing (Focal) ¹	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	Budget ²	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	BullsEye ³	AT&T	[REDACTED]	[REDACTED]	[REDACTED]

¹ Exhibit WRE 5A, pp. 3, 7.

² Exhibit WRE 8, pp. 2, 5.

³ Exhibit WRE 11, pp. 5-6.

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
4	DeltaCom ⁴	AT&T	9/1/02-12/31/10	[REDACTED]	[REDACTED]
5	DeltaCom ⁵	AT&T	1/1/11 through present	[REDACTED]	[REDACTED]
6	DeltaCom ⁶	Sprint	3/28/02 through 4/15/10	[REDACTED]	[REDACTED]

⁴ See Confidential Exhibit WRE 14A, pp. 4-5.

⁵ See Confidential Exhibit WRE 14B, p.7.

⁶ See Confidential Exhibit WRE 14C, p. 2.

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
7	Ernest ⁷	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
8	Ernest ⁸	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
9	Flatel ⁹	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10	Granite ¹⁰	AT&T	[REDACTED]	[REDACTED]	[REDACTED]
11	MCI ¹¹	AT&T	1/27/04 – 1/27/07	[REDACTED]	[REDACTED]

⁷ See Confidential Exhibit WRE 17A pp. 2, 6.

⁸ See Confidential Exhibit WRE 17B p. 1.

⁹ See Confidential Exhibit WRE 20, p. 1.

¹⁰ See Confidential Exhibit WRE 23 pp. 2, 6.

¹¹ See Confidential Exhibit WRE 26, pp. 2, 6.

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Docket No. 090538-TP
 CLEC Agreement Rates (Confidential)
 Exhibit WRE-1A, Page 4 of 6

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
				[REDACTED]	[REDACTED]
12	Navigator ¹²	AT&T	7/1/01 through present	[REDACTED]	[REDACTED]
13	PAETEC ¹³	AT&T	4/1/00 through 3/31/07	RBOC Rate	RBOC Rate
14	PAETEC-US LEC ¹⁴	AT&T	4/30/08 through 10/6/11	AT&T to receive a fixed dollar credit which could vary by year and by level of monthly purchases of other services. The credits increase or decrease if AT&T's purchase of switched access increases/decreases by more than 10%.	
15	TW Telecom ¹⁵	AT&T	1/1/01 through 10/1/08	[REDACTED]	[REDACTED]
16	US LEC ¹⁶	AT&T	3/14/02 through 6/30/07	[REDACTED]	[REDACTED]

¹² See Confidential Exhibit WRE 30, pp. 2, 6.

¹³ Exhibit WRE 33A, pp. 3, 6.

¹⁴ Exhibit WRE 33B, pp. 5-6 (Credit Schedule A).

¹⁵ Confidential Exhibit WRE 36, pp. 57-71.

¹⁶ Confidential Exhibit WRE 39, p. 2.

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
				[REDACTED]	[REDACTED]
17	Windstream (NuVox) ¹⁷	AT&T	11/1/01 through 1/31/05	[REDACTED]	[REDACTED]
18	Windstream (NewSouth) ¹⁸	AT&T	2/1/05 through 6/7/10	[REDACTED]	[REDACTED]
19	Windstream (NuVox) ¹⁹	AT&T	6/8/10 through present	[REDACTED]	[REDACTED]

¹⁷ Confidential Exhibit WRE 42A, pp. 2, 6.

¹⁸ Confidential Exhibit WRE 42B, pp. 2, 5, 10. In 2005, NuVox informed AT&T that NewSouth had merged into NuVox and that, effective February 1, 2005, the NewSouth-AT&T agreement (as amended) would govern the terms of NuVox's provision of intrastate switched access to AT&T. Confidential Exhibit WRE 42A, p. 7.

¹⁹ Confidential Exhibit WRE 42C, pp. 3, 8.

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Docket No. 090538-TP
CLEC Agreement Rates (Confidential)
Exhibit WRE-1A, Page 6 of 6

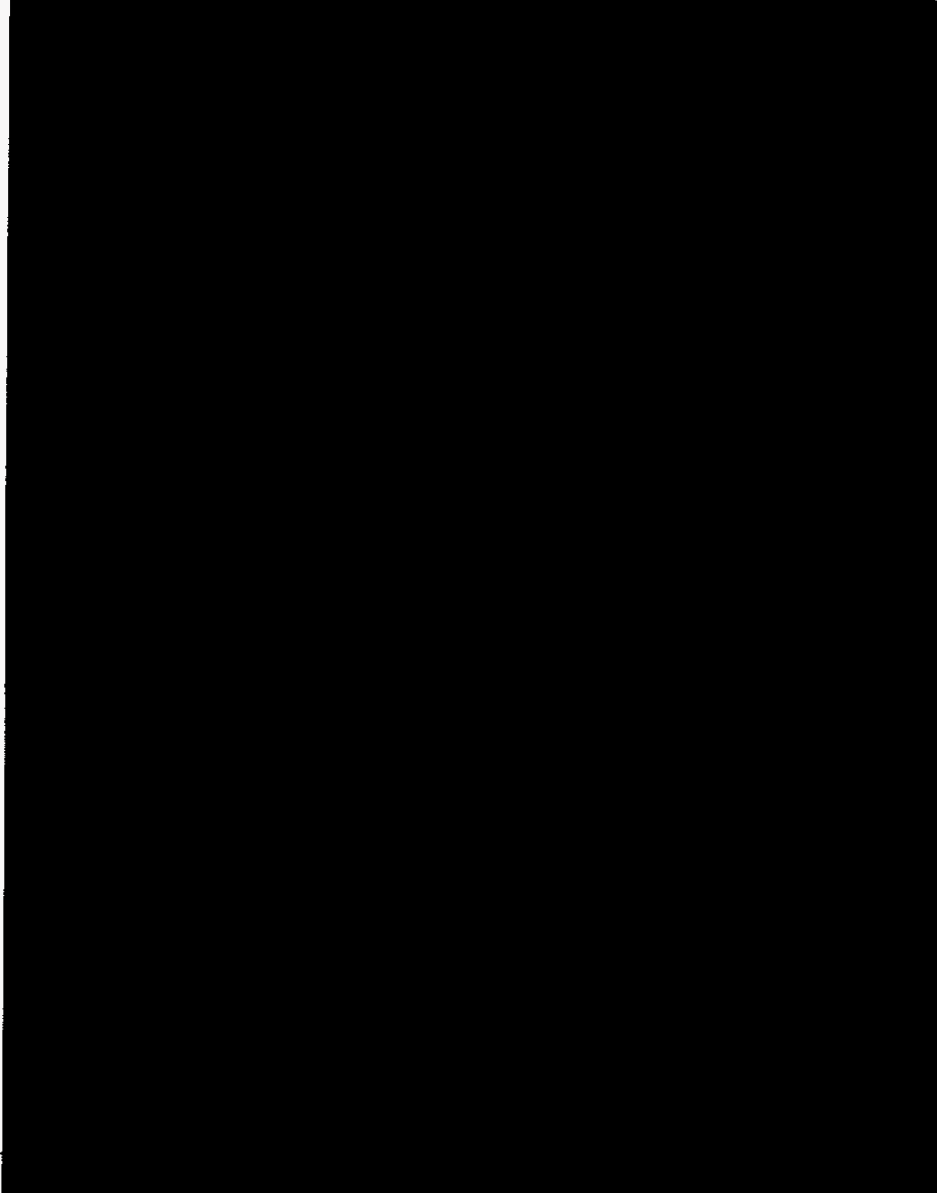
	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
					[REDACTED]

²⁰ Confidential Exhibit WRE 45, p. 1.

²¹ Exhibit WRE 47, pp. 2, 6.

REDACTED

**CLEC AGREEMENT RATES
(LAWYERS ONLY)**

	CLEC	IXC	EFFECTIVE DATES	PER MOU OF RATE	8XX DATABASE RATE
1	Broadwing (Focal) ¹				

¹ Exhibit WRE 5B, pp. 3-4.

REDACTED

Docket No. 090538-TP
Focal- [REDACTED]
Exhibit WRE-5A, Page 1 of 8

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
Focal- [REDACTED]
Exhibit WRE-SB, Page 1 of 6

****REDACTED****

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Docket No. 090538-TP
Broadwing Confidential Discovery Responses
Exhibit WRE-6B, Page 1 of 2

REDACTED

CONFIDENTIAL ATTACHMENT A

TO

**BROADWING COMMUNICATIONS, LLC'S OBJECTIONS AND RESPONSES TO
QWEST COMMUNICATIONS COMPANY, LLC'S
FIRST SET OF INTERROGATORIES AND DOCUMENT REQUESTS**

Interrogatory No. 1. Identify each and every agreement, whether or not still in effect, entered into since January 1, 1998 between you and any IXC relating to going-forward rates, terms or conditions (as of the date of the agreement) for the provision (by you) of intrastate switched access services to the IXC. These agreements include, but are not limited to, settlement agreements and so-called "switched access service agreements."

Response:

Broadwing objects that this interrogatory is overly broad to the extent that it seeks information prior to the applicable statute of limitations. Without waiving such objection, Broadwing states that it has identified the following documents which it believes are responsive:



Each of the above-referenced documents has been produced by Broadwing to Qwest in another jurisdiction, or Qwest has received a copy of such document from the IXC.

CONFIDENTIAL
Page 1 of 2

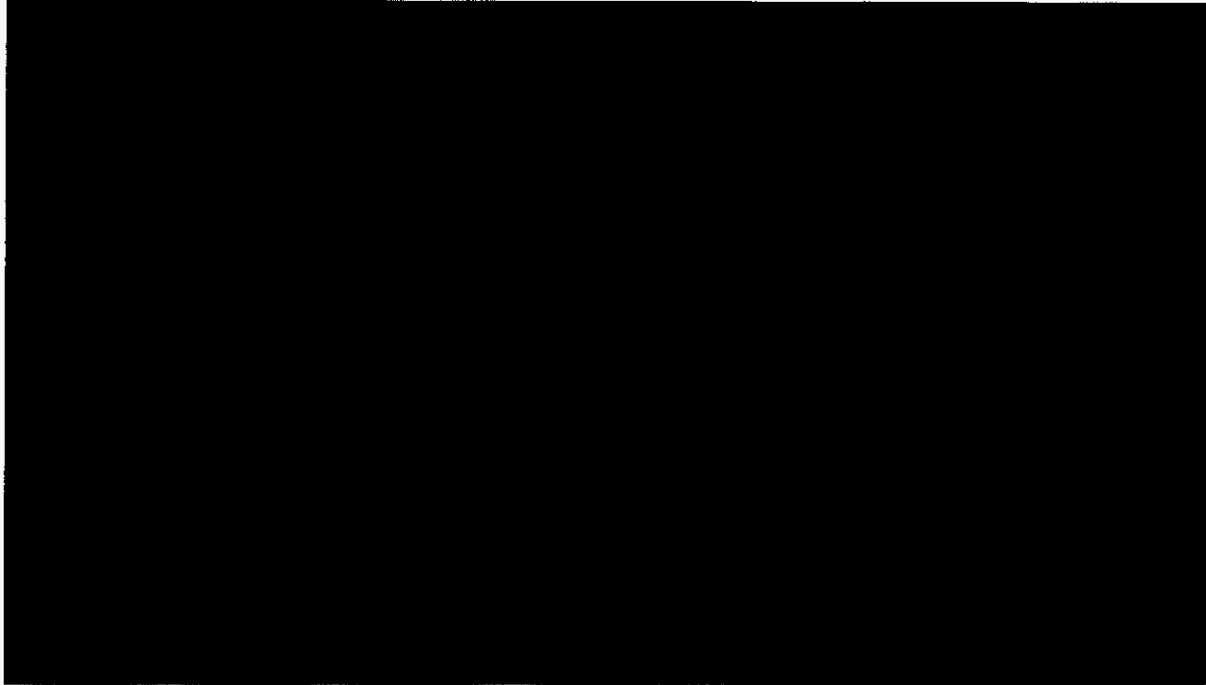
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Interrogatory No. 1(d): Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the IXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.

Response:



REDACTED

REDACTED

Docket No. 090538-TP
Budget-
Exhibit WRE-8, Page 1 of 5

****REDACTED****

REDACTED

****REDACTED****

REDACTED

Docket No. 090538-TP
2011 DeltaCom-AT&T Agreement
Exhibit WRE-14B, Page 1 of 7

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
DeltaCom-Sprint Agreement
Exhibit WRE-14C, Page 1 of 5

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2001 Ernest [REDACTED]
Exhibit WRE-17A, Page 1 of 6

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2007 Ernest [REDACTED]
Exhibit WRE-17B, Page 1 of 2

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
Flatel-
Exhibit WRE-20, Page 1 of 2

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
Granite-AT&T Agreement
Exhibit WRE-23A, Page 1 of 6

****REDACTED****

REDACTED

REDACTED

****REDACTED****

REDACTED

REDACTED

CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION

b. *Fully describe all reasons explaining and supporting your decision to offer the LXC rates, terms and conditions for intrastate switched access different from the rates, terms and conditions set forth in your then-effective price list.*

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Without waiving, and subject to all stated objections, Granite provides the following non-confidential portion of its response:

- (a) Granite was coerced by AT&T to enter the settlement agreement. Prior to entering the agreement, AT&T unlawfully withheld all access charge payments under Granite's filed tariffs and price lists on a nationwide basis. AT&T refused to make any payments to Granite unless Granite agreed to enter a settlement agreement under rates, terms and conditions demanded by AT&T.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite provides the following response as CONFIDENTIAL subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN CONFIDENTIAL*****



*****END CONFIDENTIAL*****

REDACTED

REDACTED

CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION

d. Identify the precise date on which the agreement terminated. To clarify, QCC seeks the date you stopped providing the LXC the rates, terms and conditions under the agreement, not the date on which the original term of the agreement may have expired.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above.

Granite also objects to this request given that this request seeks confidential and proprietary information. Confidential and proprietary information shall be provided in a supplemental response once a protective order and/or non-disclosure agreement has been entered by the parties.

Without waiving, and subject to all stated objections: Not Relevant.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite further provides the following response as CONFIDENTIAL subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN CONFIDENTIAL*****



*****END CONFIDENTIAL*****

REDACTED

CONFIDENTIAL AND ATTORNEYS' EYES ONLY VERSION

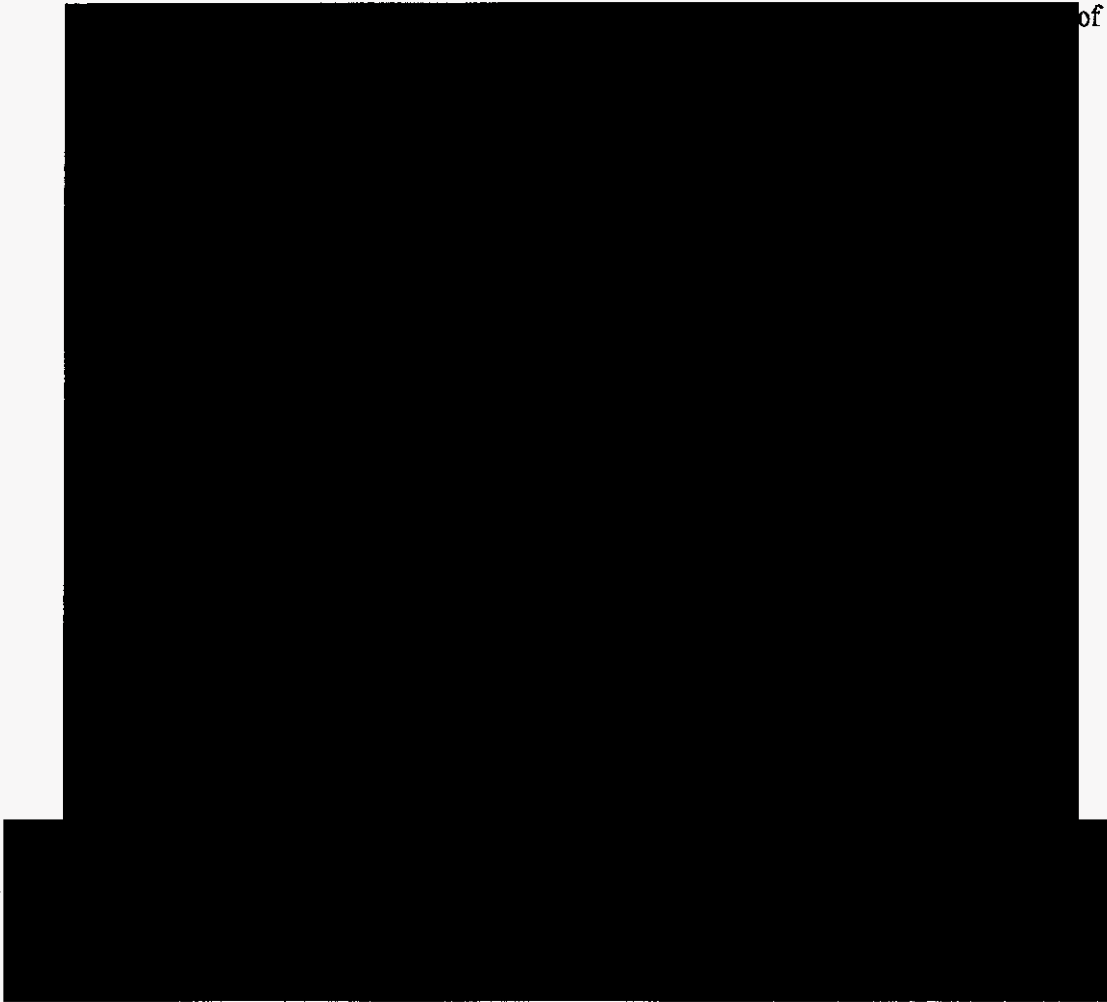
e. Identify, by year, how many dollars, and for how many minutes of use, you billed the IXC for intrastate switched access services in Florida while the agreement was effective.

INITIAL RESPONSE: Granite objects to this request under the same specific objections provided in response to Interrogatory No. 1 above. Granite further objects to this request as being Vague and Ambiguous.

Granite also objects to this request given that it seeks confidential and proprietary information. All of the information requested under this interrogatory is confidential and proprietary information.

FIRST SUPPLEMENTAL RESPONSE: Without waiving and subject to the objections previously stated and incorporated herein, Granite provides the following response as ATTORNEYS' EYES ONLY subject to the parties' Stipulated Confidentiality and Protective Agreement:

*****BEGIN ATTORNEYS' EYES ONLY*****



*****END ATTORNEYS' EYES ONLY*****

****REDACTED****

REDACTED

Docket No. 090538-TP
MCI Internal Correspondence
Exhibit WRE-29B, Page 1 of 9

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
Navigator-AT&T Agreement
Exhibit WRE-30, Page 1 of 6

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2000 PAETEC-Sprint Agreement
Exhibit WRE-33C, Page 1 of 7

****REDACTED****

REDACTED

REDACTED

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
TWT-AT&T Agreement
Exhibit WRE-36, Page 1 of 128

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2002 US LEC-AT&T Agreement
Exhibit WRE-39A, Page 1 of 7

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2001 US LEC-Sprint Agreement
Exhibit WRE-39B, Page 1 of 19

****REDACTED****

REDACTED

REDACTED

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
US LEC-MCI Agreement
Exhibit WRE-39D, Page 1 of 21

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
2001 Nuvox-AT&T Agreement
Exhibit WRE-42A, Page 1 of 7

****REDACTED****

REDACTED

REDACTED

****REDACTED****

REDACTED

REDACTED

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
NuVox-MCI Agreement
Exhibit WRE-42D, Page 1 of 10

****REDACTED****

REDACTED

REDACTED

Docket No. 090538-TP
NuVox-Sprint Agreement
Exhibit WRE-42E, Page 1 of 4

****REDACTED****

REDACTED