



CenturyLink™

September 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 SEP 14 PM 4:26
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), TW TELECOM OF FLORIDA, L.P., GRANITE TELECOMMUNICATIONS, LLC, BROADWING COMMUNICATIONS, LLC, BUDGET PREPAY, INC., BULLSEYE TELECOM, INC., DELTACOM, INC., ERNEST COMMUNICATIONS, INC., FLATEL, INC., NAVIGATOR TELECOMMUNICATIONS, LLC, PAETECOMMUNICATIONS, INC., SATURN TELECOMMUNICATION SERVICES, INC. D/B/A EARTHLINK BUSINESS; AND US LEC OF FLORIDA, LLC, AND JOHN DOES 1 THROUGH 50, for unlawful discrimination

Dear Ms. Cole:

Enclosed for filing are the original and seven (7) copies of Qwest Communications Company, LLC, d/b/a CenturyLink QCC's Prehearing Statement in the above referenced docket matter. An electronic Word document of the Prehearing Statement is also included on CD.

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 _____
AFD _____
APA _____
ECO _____
ENG _____
GCL 5+CD
IDM _____
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CLK _____

DOCUMENT NUMBER-DATE

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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

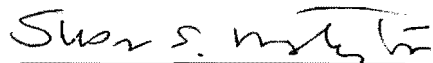
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**CERTIFICATE OF SERVICE
DOCKET NO. 090538-TP**

I hereby certify that a true and correct copy of the foregoing has been served upon the following by electronic mail delivery and/or U.S. Mail this 14th day of September, 2012.

<p>Florida Public Service Commission Theresa Tan Office of General Counsel 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850 ltan@psc.state.fl.us</p>	<p>Division of Regulatory Analysis Jessica Miller Florida Public Service Commission 2540 Shumard Oak Boulevard Tallahassee, FL 32399 JEMiller@psc.state.fl.us</p>
<p>Ernest Communications, Inc. 5275 Triangle Parkway, Suite 150 Norcross, GA 30092-6511 lhaag@ernestgroup.com</p>	<p>Broadwing Communications, LLC Greg Diamond c/o Level 3 Communications 1505 5th Avenue, Suite 501 Seattle, WA 98101 Greg.Diamond@level3.com</p>
<p>BullsEye Telecom, Inc. David Bailey 25925 Telegraph Road, Suite 210 Southfield, MI 48033-2527 dbailey@bullseyetelecom.com</p>	<p>Broadwing Communications, LLC Rutledge Law Firm Marsha E. Rule 119 South Monroe Street, Suite 202 Tallahassee, FL 32302 marsha@reuphlaw.com</p>
<p>Granite Telecommunications, LLC 100 Newport Avenue Extension Quincy, MA 02171-1734 rcurier@granitenet.com</p>	<p>Flatel, Inc. c/o Adriana Solar Executive Center, Suite 100 2300 Palm Beach Lakes Blvd. West Palm Beach, FL 33409-3307 asolar@flatel.net</p>
<p>Navigator Telecommunications, LLC David Stotemyer 8525 Riverwood Park Drive North Little Rock, AR 72113</p>	<p>Paula W. Foley One Communication--Earthlink 5 Wall Street Burlington, MA 01803 pfoley@corp.earthlink.com</p>
<p>Klein Law Group Andrew M. Klein/Allen C. Zoracki 1250 Connecticut Ave. NW, Suite 200 Washington, DC 20036 AKlein@kleinlawPLLC.com azoracki@kleinlawpllc.com</p>	<p>Budget Prepay, Inc. Alan C. Gold 1501 Sunset Drive 2nd Floor Coral Gables, FL 33143 agold@acgoldlaw.com</p>
<p>PaeTec Communications, Inc. John B. Messenger, Vice President and One PaeTec Plaza 600 Willowbrook Office Park Fairport, NY 14450-4233 john.messenger@paetec.com</p>	<p>Windstream NuVox, Inc. Ed Krachmer 4001 Rodney Parham Road MS: 1170-BIFO3-53A Little Rock, AR 7221 2 Edward.Krachmer@windstream.com</p>

Verizon Access Transmission Services Rebecca A. Edmonston 106 East College Avenue, Suite 710 Tallahassee, FL 32301-7721 rebecca.edmonston@verizon.com	Gunster, Yoakley & Stewart, P.A. Matthew J. Feil 215 South Monroe Street, Suite 601 Tallahassee, FL 32301 mfeil@gunster.com
Verizon Florida LLC Dulaney L. O'Roark III 5055 North Point Parkway Alpharetta, GA 30022 de.oroark@verizon.com	TW Telecom of Florida L.P. Carolyn Ridley 2078 Quail Run Drive Bowling Green, KY 42104 Carolyn.Ridley@twtelecom.com
Ms. Bettye Willis Windstream 1201 West Peachtree St., Suite 610 Atlanta, GA 30309 bettye.j.willis@windstream.com	


Susan S. Masterton
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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

DOCKET NO. 090538-TP

DATED: September 14, 2012

QWEST COMMUNICATIONS COMPANY, LLC'S PREHEARING STATEMENT

Qwest Communications Company, LLC ("QCC") in accordance with Order No. PSC-12-0048-PCO-TP, submits the following Prehearing Statement:

A. WITNESSES: QCC has prefiled the testimony of the following witnesses:

- William R. Easton (Direct, Supplemental Direct and Rebuttal) Issues 5, 6, 7, and 8(e)
- Lisa Hensley Eckert (Direct) Issue 8(a) and (d)
- Derek Canfield (Direct, Supplemental Direct and Rebuttal) Issue 9(b)(i)
- Dennis L. Weisman (Direct and Rebuttal) Issue 5

The issues not identified as being addressed by witnesses above are legal issues which QCC intends to argue extensively in its Post-hearing Statement and Brief. QCC reserves the right to supplement and revise this list as appropriate.

B. EXHIBITS: QCC has prefiled the following exhibits:

William R. Easton (Direct)	WRE-1A	CLEC Agreement Rates
William R. Easton (Direct)	WRE-1B	CLEC Agreement Rates

DOCUMENT NUMBER-DATE

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William R. Easton (Direct)	WRE-2	Bell South Tariff
William R. Easton (Direct)	WRE-3	Verizon Tariff
William R. Easton (Direct)	WRE-4	Embarq Tariff
William R. Easton (Direct)	WRE-5A	Focal Agreement
William R. Easton (Direct)	WRE-5B	Focal Agreement
William R. Easton (Direct)	WRE-6A	Broadwing Discovery Responses
William R. Easton (Direct)	WRE-6B	Broadwing Confidential Discovery Responses
William R. Easton (Direct)	WRE-7	Focal Price List
William R. Easton (Direct)	WRE-8	Budget Agreement*
William R. Easton (Direct)	WRE-9	Budget Discovery Responses*
William R. Easton (Direct)	WRE-10	Budget Price List*
William R. Easton (Direct)	WRE-11	BullsEye-AT&T Agreement
William R. Easton (Direct)	WRE-12	BullsEye Discovery Responses
William R. Easton (Direct)	WRE-13	BullsEye Price List
William R. Easton (Direct)	WRE-14A	2002 DeltaCom-AT&T Agreement
William R. Easton (Direct)	WRE-14B	2011 DeltaCom-AT&T Agreement
William R. Easton (Direct)	WRE-14C	DeltaCom-Sprint Agreement
William R. Easton (Direct)	WRE-15	DeltaCom Discovery Responses
William R. Easton (Direct)	WRE-16	DeltaCom Discovery Responses
William R. Easton (Direct)	WRE-17A	2001 Ernest Agreement
William R. Easton (Direct)	WRE-17B	2007 Ernest Agreement
William R. Easton (Direct)	WRE-18	QCC Discovery to Ernest
William R. Easton (Direct)	WRE-19	Ernest Price List

William R. Easton (Direct)	WRE-20	Flatel Agreement
William R. Easton (Direct)	WRE-21	QCC Discovery to Flatel
William R. Easton (Direct)	WRE-22	Flatel Price List **
William R. Easton (Direct)	WRE-23A	Granite-AT&T Agreement*
William R. Easton (Direct)	WRE-23B	Granite-Sprint Agreement*
William R. Easton (Direct)	WRE-24A	Granite Discovery Responses*
William R. Easton (Direct)	WRE-24B	Granite Supplemental Discovery Responses*
William R. Easton (Direct)	WRE-25	Granite Price List*
William R. Easton (Direct)	WRE-26	MCI-AT&T Agreement
William R. Easton (Direct)	WRE-27	MCI Discovery Responses
William R. Easton (Direct)	WRE-28	MCI Price List
William R. Easton (Direct)	WRE-29A	MCI Colorado DR Response
William R. Easton (Direct)	WRE-29B	MCI Internal Correspondence
William R. Easton (Direct)	WRE-30	Navigator-AT&T Agreement
William R. Easton (Direct)	WRE-31	Navigator Discovery Responses
William R. Easton (Direct)	WRE-32	Navigator Price List
William R. Easton (Direct)	WRE-33A	2000 PAETEC-AT&T Agreement*
William R. Easton (Direct)	WRE-33B	PAETEC/US LEC-AT&T Agreement*
William R. Easton (Direct)	WRE-33C	2000 PAETEC-Sprint Agreement*
William R. Easton (Direct)	WRE-33D	2004 PAETEC-Sprint Agreement*
William R. Easton (Direct)	WRE-34A	PAETEC Discovery Responses*
William R. Easton (Direct)	WRE-34B	PAETEC Additional Discovery Responses*
William R. Easton (Direct)	WRE-35	PAETEC Price List*

William R. Easton (Direct)	WRE-36	TWT-AT&T Agreement
William R. Easton (Direct)	WRE-37	TWT Discovery Responses
William R. Easton (Direct)	WRE-38	TWT Price List
William R. Easton (Direct)	WRE-39A	2002 US LEC-AT&T Agreement*
William R. Easton (Direct)	WRE-39B	2001 US LEC-Sprint Agreement*
William R. Easton (Direct)	WRE-39C	2006 US LEC-Sprint Agreement*
William R. Easton (Direct)	WRE-39D	US LEC-MCI Agreement*
William R. Easton (Direct)	WRE-40A	US LEC Discovery Responses*
William R. Easton (Direct)	WRE-40B	US LEC Additional Discovery Responses*
William R. Easton (Direct)	WRE-41	US LEC Price List*
William R. Easton (Direct)	WRE-42A	2001 Nuvox-AT&T Agreement*
William R. Easton (Direct)	WRE-42B	NewSouth-AT&T Agreement*
William R. Easton (Direct)	WRE-42C	2010 NuVox-AT&T Agreement*
William R. Easton (Direct)	WRE-42D	NuVox-MCI Agreement*
William R. Easton (Direct)	WRE-42E	NuVox-Sprint Agreement*
William R. Easton (Direct)	WRE-43A	Windstream Discovery Responses*
William R. Easton (Direct)	WRE-43B	Windstream Supplemental Discovery Responses*
William R. Easton (Direct)	WRE-44	NuVox Price List*
William R. Easton (Supplemental Direct)	WRE-1C	CLEC Agreement Rates
William R. Easton (Supplemental Direct)	WRE-45	Saturn-AT&T Agreement
William R. Easton (Supplemental Direct)	WRE-46	Saturn Price List
Lisa Hensley Eckert (Direct)	LHE-1	BullsEye Demand Letter
Derek Canfield (Direct)	DAC-1	Broadwing/Focal Overcharge Analysis Summary

Derek Canfield (Direct)	DAC-2	Broadwing/Focal Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-3	Budget Overcharge Analysis Summary*
Derek Canfield (Direct)	DAC-4	Budget Overcharge Analysis Detail*
Derek Canfield (Direct)	DAC-5	BullsEye Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-6	BullsEye Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-7	DeltaCom Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-8	DeltaCom Overcharge Analysis Detail
Derek Canfield (Direct)	DAC- 9	Ernest Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-10	Ernest Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-11	Flatel Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-12	Flatel Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-13	Granite Overcharge Analysis Summary*
Derek Canfield (Direct)	DAC-14	Granite Overcharge Analysis Detail*
Derek Canfield (Direct)	DAC-15	MCI Overcharge Summary
Derek Canfield (Direct)	DAC-16	MCI Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-17	MCI Internal Calculation
Derek Canfield (Direct)	DAC-18	Alternative MCI Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-19	Alternative MCI Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-20	Navigator Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-21	Navigator Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-22	PAETEC Overcharge Analysis Summary*
Derek Canfield (Direct)	DAC-23	PAETEC Overcharge Analysis Detail*
Derek Canfield (Direct)	DAC-24	PAETEC-ILEC Rate Comparisons*

Derek Canfield (Direct)	DAC-25	TW Telecom Overcharge Analysis Summary
Derek Canfield (Direct)	DAC-26	TW Telecom Overcharge Analysis Detail
Derek Canfield (Direct)	DAC-27	US LEC Overcharge Analysis Summary*
Derek Canfield (Direct)	DAC-28	US LEC Overcharge Analysis Detail*
Derek Canfield (Direct)	DAC-29	Windstream NuVox Overcharge Analysis Summary*
Derek Canfield (Direct)	DAC-30	Windstream NuVox Overcharge Analysis Detail*
Derek Canfield (Supplemental Direct)	DAC-31	Saturn Telecommunications Overcharge Summary
Derek Canfield (Supplemental Direct)	DAC-32	Saturn Telecommunications Overcharge Analysis Detail
Dennis L. Weisman (Direct)	DLW-1	Dennis L. Weisman Curriculum Vitae

*QCC has entered into settlements in principle with Budget, Granite, PAETEC, US LEC and Windstream, and is working to finalize written settlement agreements. QCC anticipates filing notices dismissing its complaint against these CLECs when the settlements are final. At that time, QCC will withdraw its testimony and exhibits related to these CLECs.

**Exhibit WRE-22 was a placeholder for a possible Flatel price list. QCC does not intend to offer this Exhibit at the hearing.

QCC expressly reserves the right to use any exhibit introduced by any other party or Staff and the right to introduce exhibits for cross-examination, impeachment, or any other purpose authorized by the applicable Florida Rules of Evidence and Rules of this Commission.

C. BASIC POSITION:

The Respondent CLECs have subjected QCC to unjust and unreasonable rate discrimination in connection with the provision of intrastate switched access services in violation of sections 364.08 and 364.10, F. S. The Respondent CLECs entered into contract service agreements outside of tariffs or price lists (also known as individual case basis agreements, or “ICBs”) with select interexchange carriers and failed to make those same rates, terms and conditions available to QCC as otherwise required by statute, the Respondent CLECs’ tariffs or

price lists, and Commission rules. The Respondent CLECs' conduct likewise constitutes anticompetitive conduct, requiring remedial action by the Commission pursuant to chapter 364, F.S.

Switched access is a critical, costly and bottleneck wholesale service provided by local providers to interexchange carriers (long distance providers). For most long distance calls, QCC, as an interexchange carrier ("IXC"), must obtain and pay for switched access provided by CLECs when the calling or called party has chosen a CLEC as its local provider. It is beyond dispute that each of the Respondent CLECs charged QCC its higher price list rates for intrastate switched access, while at the same time charging other IXCs lower rates based on undisclosed, off-price list switched access agreements.

The CLECs' differential pricing for the identical wholesale service is unjustified and inconsistent with Florida statutes that explicitly prohibited discriminatory rate treatment and that still prohibit anticompetitive conduct and direct the Commission to ensure that all telecommunications providers are treated fairly. QCC is similarly situated to the IXCs that the CLECs preferred in the context of switched access. In that regard, there has been no showing that the CLECs' cost of providing switched access differed in any way among different IXCs. The CLECs have demonstrated no other legitimate basis for charging QCC far higher rates than they charged QCC.

As a result of the CLECs' unlawful conduct, QCC vastly overpaid the CLECs for intrastate switched access in Florida, and is entitled to refunds for such overcharges, plus applicable interest.

D. Issues of Fact, Law, and Policy and Positions

Issue 1: For conduct occurring prior to July 1, 2011, does the Florida Public Service Commission retain jurisdiction over:

(a) Qwest's First Claim for Relief alleging violation of 364.08(1) and 364.10(1), Florida Statutes (F.S.) (2010);

(b) Qwest's Second Claim for Relief alleging violation of 364.04(1) and (2), F.S. (2010);

(c) Qwest's Third Claim for Relief alleging violation of 364.04(1) and (2), F.S. (2010)?

QCC's Position: Yes. The majority of the conduct complained of by QCC occurred prior to the repeal of Sections 364.08(1) and 364.10(1) effective July 1, 2011. Sections 364.08(1) and 364.10(1) applied to all telecommunications companies, including CLECs. While section 364.337 specified that CLECs are not subject to specific statutory provisions and afforded CLECs the opportunity to request a waiver from other sections, including sections 364.08 and 364.10, the Respondent CLECs never requested or received such waiver. Further, under the statutes as existed prior to July 1, 2011, section 364.01(4) required the Commission to exercise its jurisdiction over the provisions of chapter 364, including section 364.08 and 364.10, among other things, to ensure all telecommunications companies are treated fairly and prevent anticompetitive behavior. Finally, as the Commission noted in its Order denying dismissal of the Complaint, Order No. PSC-11-0420-PCO-TP (pp. 7-8), the legislation did not modify the Commission's exclusive jurisdiction over wholesale carrier-to-carrier disputes or its obligation to ensure fair and effective competition among telecommunications service providers.

Issue 2: For conduct occurring on or after July 1, 2011, does the Florida Public Service Commission retain jurisdiction over:

(a) Qwest's First Claim for Relief alleging violation of 364.08(1) and 364.10(1), F.S. (2010);

(b) Qwest's Second Claim for Relief alleging violation of 364.04(1) and (2), F.S. (2010);

(c) Qwest's Third Claim for Relief alleging violation of 364.04(1) and (2) F.S. (2010)?

QCC's Position: Yes. While sections 364.08(1) and 364.10(1) were repealed effective July 1, 2011, the Florida Commission continues to have jurisdiction under 364.16(1) and (2) to resolve carrier-to-carrier disputes and, in doing so, to ensure fair treatment of all telecommunications providers and to prevent anticompetitive behavior. See Order No. PSC-11-0420-PCO-TP, pp.7-8.

Issue 3: Which party has (a) the burden to establish the Commission's subject matter jurisdiction, if any, over Qwest's First, Second, and Third Claims for Relief, as pled in Qwest's Amended Complaint, and (b) the burden to establish the factual and legal basis for each of these three claims?

QCC's Position: As the Complainant, QCC has the initial burden to establish the legal and factual elements of its Complaint. However, in the context of rate discrimination cases, once the complainant establishes that a respondent failed to provide equivalent rate treatment for the same or similar service, the *burden of going forward* shifts to the respondent to establish that the price differentiation was reasonable and lawful. Further, Respondent CLECs have the burden to establish the legal and factual elements of their affirmative defenses.

Issue 4: Does Qwest have standing to bring a complaint based on the claims made and remedies sought in (a) Qwest's First Claim for Relief; (b) Qwest's Second Claim for Relief; (c) Qwest's Third Claim for relief?

QCC's Position: Yes. As the Commission held in Order No. PSC-11-0145-FOF-TP, "Qwest meets the two-prong standing test of *Agrico* [*Agrico Chemical Co. v. Department of Environmental Regulation*, 406 So. 2d 478, 482]. Qwest has shown that being subjected to unreasonable rate discrimination, resulting in paying an amount higher for switched access service than was provided to other similarly situated companies causes Qwest to suffer and immediate and ongoing injury in fact which is quantifiable and actual."

Issue 5: Has the CLEC engaged in unreasonable rate discrimination, as alleged in Qwest's First Claim for Relief, with regard to its provision of intrastate switched access?

QCC's Position: Yes. By charging QCC the higher price list rates for switched access, while charging other IXCs lower contract rates without reasonable justification for the differential rate treatment, the CLECs engaged in unreasonable rate discrimination in violation of Florida law.

QCC's Witnesses: Easton and Weisman

Issue 6: Did the CLEC abide by its Price List in connection with its pricing of intrastate switched access service? If not, was such conduct unlawful as alleged in Qwest's Second Claim for Relief?

QCC's Position: By charging QCC the higher price list rates for switched access, while charging other IXCs lower contract rates, the Respondent CLECs failed to abide by their price lists. While CLECs were not required to file price lists for switched access services, they were permitted to under the Commission's rules and chose to do so. Once filed, the CLECs were bound to apply their price list rates in a nondiscriminatory manner in accordance with Florida law.

QCC's Witness: Easton

Issue 7: Did the CLEC abide by its Price List by offering the terms of off-Price List agreements to other similarly-situated customers? If not, was such conduct unlawful, as alleged in Qwest's Third Claim for Relief?

QCC's Position: Several of the Respondent CLECs had general tariff provisions authorizing them to enter into contracts for switched access, but which expressly obliged the CLEC to provide identical rate treatment to similarly situated customers. These CLECs never provided notice to QCC that they had entered into contracts with other IXCs for lower rates or provided

QCC a similar opportunity to obtain these rates, in violation of their price lists and statutory mandates.

QCC's Witness: Easton

Issue 8: Are Qwest's claims barred or limited, in whole or in part, by:

- a) the statute of limitations;
- b) Ch. 2011-36, Laws of Florida;
- c) terms of a CLEC's price list;
- d) waiver, laches, or estoppel;
- e) the filed rate doctrine;
- f) the prohibition against retroactive ratemaking;
- g) the intent, pricing, terms or circumstances of any separate service agreements between Qwest and any CLEC;
- h) any other affirmative defenses pled or any other reasons?

QCC's Position: No. There is no legal or factual support that any of the affirmative defenses the Respondent CLECs raise are applicable to this case. Specifically:

- a) Under Florida case law and prior Commission decisions, the Florida statutes of limitations applicable to civil actions do not apply to an administrative action based on statutory violations, which is the subject of QCC's Complaint.
- b) Ch. 2011-36, Laws of Florida is not retroactive and does not bar QCC's Complaint for discriminatory pricing prior to the effective date of the law. Further, the Commission had and continues to have exclusive jurisdiction over wholesale carrier-to-carrier disputes and maintains its obligation to ensure fair and effective competition among telecommunications service providers.
- c) The Respondent CLECs have failed to demonstrate that the terms of their price lists justify their discriminatory treatment of QCC or serve to bar QCC's Complaint or the relief it seeks.

- d) Even if any statutory limitations period were deemed to apply, the Respondent CLECs' actions in failing to disclose their preferential agreements or to provide QCC the opportunity to obtain nondiscriminatory rates support the timeliness of QCC's Complaint. Further, QCC acted reasonably in pursuing and protecting its right to non-discriminatory treatment.
- e) and f) Neither the filed-rate doctrine nor the prohibition against retroactive ratemaking apply in this case or preclude the Commission from granting QCC the relief it seeks.
- g) The Respondent CLECs have failed to demonstrate that the terms of the CLECs' service agreements justify their discriminatory treatment of QCC or serve to bar QCC's Complaint or the relief it seeks.
- h) The Respondent CLECs have presented no other facts or principles of law that serve in any respect to bar QCC's Complaint or the relief it seeks.

QCC's Witnesses: As to Issue 8 (a) and (d) Hensley Eckert; as to Issue 8(e) Easton

Issue 9: a) If the Commission finds in favor of Qwest on (a) Qwest's First Claim for Relief alleging violation of 364.08(1) and 364.10 (1), F.S. (2010); (b) Qwest's Second Claim for Relief alleging violation of 364.04(1) and (2), F.S. (2010); and/or (c) Qwest's Third Claim for Relief alleging violation of 364.04(1) and (2) F.S. (2010), what remedies, if any, does the Commission have the authority to award Qwest?

b) If the Commission finds a violation or violations of law as alleged by Qwest and has authority to award remedies to Qwest per the preceding issue, for each claim:

(i) If applicable, how should the amount of any relief be calculated and when and how should it be paid?

(ii) Should the Commission award any other remedies?

QCC's Position: If the Commission finds that the Respondent CLECs unreasonably discriminated against QCC by charging it the higher switched access rates in its price lists, while

charging other IXCs lower contract rates, then the Commission has the authority to award QCC refunds of the difference between the lowest rate a CLEC charged another IXC during the contract period and the rate charged QCC. The appropriate amount of refunds for each CLEC is set forth in the Direct Testimony and Exhibits of QCC's witness Derek Canfield.

QCC's Witness: As to Issue 9(b)(i) Canfield.

E. STIPULATIONS: There are no pending stipulations that QCC is aware of at this time.

F. PENDING MOTIONS: There are no pending motions that QCC is aware of at this time. To the extent any motions are filed subsequently, QCC will update its Prehearing Statement.

G. PENDING CONFIDENTIALITY REQUESTS: QCC has the following pending claims or requests for confidentiality.

QCC has submitted the following Requests for Confidential Classification:

6/14/2012	QCC Request for confidential classification of DN 03890-12 (Weisman Direct)
6/14/2012	QCC Request for confidential classification of DN 03893-12 (Canfield Direct)
6/14/2012	QCC Request for confidential classification of DN 03896-12 (Easton Direct)
8/9/2012	QCC Request for confidential classification of DN 05440-12 (Canfield Rebuttal)
8/9/2012	QCC Request for confidential classification of DN 05443-12 (Weisman Rebuttal)
8/9/2012	QCC Request for confidential classification of DN 05446-12 (Easton Rebuttal)

QCC has submitted the following Claims of Confidentiality:

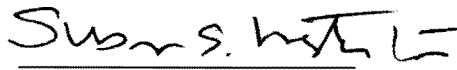
QCC Letter dated 1/27/11 claiming confidentiality of DN 00650-11
QCC Letter dated 12/15/11 claiming confidentiality of DN 08995-11
QCC Letter dated 1/19/12 claiming confidentiality of DN 00373-12.
QCC Letter dated 2/22/12 claiming confidentiality of DN 01006-12.
QCC Letter dated 2/22/12 claiming confidentiality of DN 01009-12.
QCC Letter dated 2/22/12 claiming confidentiality of DN 01012-12.
QCC Letter dated 2/23/12 claiming confidentiality of DN 01035-12.
QCC Letter dated 2/23/12 claiming confidentiality of DN 01038-12.
QCC Letter dated 2/23/12 claiming confidentiality of DN 01041-12.
QCC Letter dated 2/24/12 claiming confidentiality of DN 01069-12.

QCC Letter dated 2/24/12 claiming confidentiality of DN 01073-12.
QCC Letter dated 2/24/12 claiming confidentiality of DN 01076-12.
QCC Letter dated 3/7/12 claiming confidentiality of DN 01348-12.
QCC Letter dated 3/19/12 claiming confidentiality of DN 01655-12.
QCC Letter dated 4/27/12 claiming confidentiality of DN 02688-12
QCC Letter dated 4/27/12 claiming confidentiality of DN 02691-12.
QCC Letter dated 5/9/12 claiming confidentiality of DN 02979-12.
QCC Letter dated 5/11/12 claiming confidentiality of DN 03035-12.
QCC Letter dated 5/11/12 claiming confidentiality of DN 03038-12
QCC Letter dated 5/16/12 claiming confidentiality of DN 03120-12.
QCC Letter dated 5/17/12 claiming confidentiality of DN 03152-12
QCC Letter dated 5/31/12 claiming confidentiality of DN 03531-12.
QCC Letter dated 6/1/12 claiming confidentiality of DN 03574-12.
QCC Letter dated 6/4/12 claiming confidentiality of DN 03608-12.
QCC Letter dated 6/6/12 claiming confidentiality of DN 03695-12.
QCC Letter dated 6/7/12 claiming confidentiality of DN 03748-12.
QCC Letter dated 6/8/12 claiming confidentiality of DN 03774-12.
QCC Letter dated 6/21/12 claiming confidentiality of DN 04115-12.
QCC Letter dated 6/29/12 claiming confidentiality of DN 04324-12.
QCC Letter dated 7/11/12 claiming confidentiality of DN 04624-12
QCC Letter dated 7/16/12 claiming confidentiality of DN 04717-12
QCC Letter dated 7/17/12 claiming confidentiality of DN 04765-12.
QCC Letter dated 7/17/12 claiming confidentiality of DN 04767-12.
QCC Letter dated 7/20/12 claiming confidentiality of DN 04895-12
QCC Letter dated 7/23/12 claiming confidentiality of DN 04933-12.
QCC Letter dated 8/2/12 claiming confidentiality of DN 05261-12.

H. OBJECTIONS TO WITNESSES QUALIFICATIONS: QCC has no objections to the qualifications of the Respondent CLECs' witnesses.

I. COMPLIANCE WITH ORDER ON PREHEARING PROCEDURE: QCC does not know of any requirement of the Order on Prehearing Procedure with which it cannot comply.

RESPECTFULLY SUBMITTED on this 14th day of September, 2012.



Susan S. Masterton
CenturyLink QCC
315 S. Calhoun Street, Suite 500
Tallahassee, FL 32301
850-599-1560
850-224-0794 (fax)
Susan.Masterton@centurylink.com

Adam L. Sherr
CenturyLink QCC
1600 7th Avenue, Room 1506
Seattle, Washington 98191
206-398-2507
206-343-4040 (fax)
Adam.Sherr@centurylink.com

ATTORNEYS FOR QWEST COMMUNICATIONS
COMPANY, LLC D/B/A CENTURYLINK QCC