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# LATHAM & WATKINS LLP

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November 22, 2010

### VIA HAND DELIVERY

Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, DC 20554

FILED/ACCEPTED

NOV 22 2010

Federal Communications Commission  
Office of the Secretary

Re: *Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a/ CenturyLink for Consent to Transfer of Control, WC Docket No. 10-110*

### ENCLOSURES CONTAIN CONFIDENTIAL INFORMATION – SUBJECT TO FIRST PROTECTIVE ORDER IN WC DOCKET NO. 10-110

Dear Ms. Dortch:

In response to the letter dated October 18, 2010 from Sharon Gillett, Chief of the Wireline Competition Bureau of the Federal Communications Commission (“Commission”) and the Initial Information and Document Request (“Information Request”) attached to that letter, CenturyLink, Inc. (“CenturyLink”) hereby provides documents that reflect updates to its plans for OSS integration and its Change Management Process.

Specifically, CenturyLink submits:

- In response to Specification 6: Four (4) CD-ROMs and one paper copy of the Public Settlements that CenturyLink and Qwest Communications International Inc. (“Qwest”) have entered into with the staff of the Public Utilities Commission of the State of Colorado, Cox Communications, Inc., and Integra Telecom, Inc.
- An updated paper copy of the Confidential Master List of Documents that reflects these additions.

Please contact the undersigned if you have any questions.

**FOR PUBLIC INSPECTION**

No. of Copies rec'd 0  
List ABCDE

LATHAM & WATKINS<sup>LLP</sup>

Respectfully Submitted,

/s/

Karen Brinkmann  
Alexander Maltas  
LATHAM & WATKINS LLP

*Counsel for CenturyLink, Inc.*

Enclosures

Cc: Neil Dellar  
Alex Johns  
Christi Shewman  
Gary Remondino  
Pamela Megna

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**FOR PUBLIC INSPECTION**

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO**

Docket No.10A-350T

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JOINT APPLICATION OF QWEST COMMUNICATIONS INTERNATIONAL, INC. AND CENTURYLINK, INC. FOR APPROVAL OF INDIRECT TRANSFER OF CONTROL OF QWEST CORPORATION, EL PASO COUNTY TELEPHONE COMPANY, QWEST COMMUNICATIONS COMPANY LLC, AND QWEST LD CORP.

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**Stipulation and Settlement Agreement Between Joint Applicants and  
Commission Trial Staff**

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This Stipulation and Settlement Agreement (“Agreement”) is entered into by and among Qwest Communications International, Inc. (“QCII”) and CenturyLink, Inc. (“CenturyLink”) (QCII and CenturyLink are collectively referred to as “Joint Applicants”) and the Trial Staff for the Colorado Public Utilities Commission (“Staff” or “Trial Staff”)(collectively “Settling Parties”). This Agreement sets forth all of the terms and conditions of the Settling Parties’ agreement. With the additional commitments represented in this Agreement, the Parties agree that the proposed merger between Joint Applicants is not contrary to the public interest and should be approved by the Colorado Public Utilities Commission (“Commission” or “PUC”).

**Definitions**

“Closing Date” refers to the closing date of the transaction for which the Applicants have sought approval from the Federal Communications Commission (FCC) and state commissions (the “transaction”).<sup>1</sup>

“Qwest Corporation” and “Qwest” refer to Qwest Corporation and its successors and assigns.

“Operations Support Systems” or “OSS” as used in this agreement includes all systems (databases, files and functionalities) employed by the Joint Applicants that support the end to

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<sup>1</sup> See Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc., d/b/a/ CenturyLink for Consent to Transfer of Control, Pleading Cycle Established, Public Notice, DA 10-993, WC Dkt. No. 10-110 (rel. May 28, 2010) (“Public Notice”) and related applications filed in state proceedings.

end operations of providing services to the end user customer including but not limited to pre-ordering (customer care), ordering, provisioning, maintenance and repair, and billing, but this definition shall not impact the definition of such term in other agreements.

“Transition Period” means the initial three year period following the Closing Date and any additional period in which the Settling Parties agree that substantial integration activity remains to be completed.

“Uniform System of Accounts (USOA)” refers to prescribed regulated financial rules and regulations.

Incumbent Local Exchange Carrier (ILEC) shall have the meaning prescribed in 4 CCR 723-2 § 2001(ss).

Local Exchange Carriers (LECs) are divided into incumbent (ILECs) and competitive (CLECs).

Competitive Local Exchange Carrier (CLEC) shall have the meaning prescribed in 4 CCR 723-2 § 2001(u).

### ***General Commitments***

1. Joint Applicants agree to annual financial reports in compliance with applicable regulations and PUC requirements. In addition, Qwest Corporation agrees to identify in separate schedules by Uniform System of Accounts “USOA” accounts in the annual reports: goodwill and goodwill impairment associated with the merger transaction, transaction costs associated with closing the merger, any branding costs associated with the merger, and any plant acquisition adjustment associated with the merger. Such costs shall be reflected in appropriate USOA accounts.
2. Joint Applicants will provide to Staff annual financial reports reflecting merger-related activity during the Transition Period. The reports will provide functional level details for Corporate Level synergies. This report will be provided at a total company level and

Colorado ILEC level. The Settling Parties agree to negotiate the format and content of the report using Attachment A as a baseline.

3. Joint Applicants shall immediately notify the Commission of any material changes to the transaction terms and conditions from those set forth in their Joint Application that occur while a Commission order approving the transaction is either pending or approved but before the transaction is closed. The Joint Applicants shall submit a supplement to their application and request an amended Commission order in this docket if there is a material change to the merger transaction conditions and terms.

#### ***Integration Reporting***

4. Joint Applicants agree to provide Staff with quarterly integration status reporting for Colorado following merger close. The initial report shall be made within 90 days following merger close and continue quarterly during the Transition Period (reports will be provided within 30 days following the end of each calendar quarter during the Transition Period). The Settling Parties agree to negotiate the specific content and format of these reports so that the reports are uniform, useful, and complete. Reports shall include a summary of integration-related activity completed since the last filed report and key milestones, deliverables and implementation timelines scheduled, major risks and contingency plans for the upcoming quarter and beyond if available for all substantial integration team efforts. The settling Parties agree to use Attachment B as a starting point to determine what shall be included in these reports.
5. Additionally for operations support systems ("OSS"), during the Transition Period, CenturyLink shall provide Staff with detailed notice at least 180 days for non-wholesale

impacting OSS, and shall provide reports and plans regarding such activity in the integration reports as provided in paragraph 4 above, of any major changes or conversions to any of the Qwest and Century Link OSS used by Qwest Corporation, El Paso County Telephone Company, Century Tel of Eagle and Century Tel of Colorado. Prior to implementation of any major system change that requires the reporting set forth above, Joint Applicants will provide staff with additional documentation verifying conversion readiness. The Settling Parties agree to negotiate the specific content and format of such reports.

### ***Financial***

6. Goodwill and goodwill impairment associated with the merger transaction, transaction costs (that is, costs associated with due diligence of the merger, pre-merger and closing the merger), any branding costs associated with the merger, and any plant acquisition adjustment associated with the proposed merger shall be identified and recorded in the appropriate USOA accounts consistent with Commission and FCC accounting rules, and shall not be included in any Colorado ratemaking or cost development process, such as Total Services Long Run Incremental Cost ("TSLRIC"), Total Element Long Run Incremental Cost ("TELRIC"), Colorado High Cost Support Mechanism ("CHCSM"), and Fully Distributed Cost ("FDC").
7. If any LEC affiliate of Joint Applicants seeks funding from the CHCSM, that affiliate shall comply with the Commission's CHCSM rules applicable to that LEC, as may be amended or altered by pending or future rulemaking proceedings. Joint Applicants shall not include acquisition premiums or transaction costs associated with closing the merger in any

recovery from the fund. All other adjustments to the process for CHCSM shall be handled through CHCSM rulemakings.

### ***Network Infrastructure***

8. Provided that the merger closes, Joint Applicants shall invest no less than \$70 million in broadband infrastructure in Colorado over a five year period beginning January 1, 2011. Twenty percent (20%) of this amount shall be invested in unserved or underserved areas. For purposes of this Stipulation, "unserved" means an area that has no wireline broadband service, and "underserved" means an area with wireline broadband service but only at download speeds of 1.5 Mbps or less, and "area" means one or more living units. Joint Applicants may invest less than 20% of the total amount in unserved or underserved areas only if Joint Applicants and Staff jointly agree after consultation that such investments would not be appropriate based on deployment costs, availability of other broadband services in those areas, or other pertinent factors, but any such agreement shall not impact the total amount of the commitment.
9. Starting with 2011 and annually during the Transition Period, Joint Applicants and Staff will confidentially review Joint Applicants' plans for total Colorado capital expenditures, including an evaluation of CM8 analog loop systems and Ericsson and Siemens central office switches as part of its capital expenditure plans.

### ***911 Services***

10. Joint Applicants shall work with the 911 Task Force as appropriate to develop a response to the statewide Next Gen 911 plan currently being defined by the Colorado 911 Task Force.

The Joint Applicants agree to jointly present such a plan to the Colorado 911 Task Force and the Commission within twelve months of the merger close.

11. Joint Applicants shall work with Staff and the Colorado 911 Task Force, and shall provide 911 contingency plans within one year of merger close, including business continuity plans and disaster recovery plans. Joint Applicants shall evaluate 911 redundancy issues statewide and present the results of the evaluation and solution options to the Commission Staff, the Colorado 911 Task Force and 911 Authorities and PSAPs as applicable, within twelve months of the merger close.

***Service Quality***

12. During the Transition Period, Qwest Corporation will submit to Staff and the Office of the Consumer Counsel ("OCC") on a confidential basis a supplement to its service quality reporting including the following retail service quality metrics using the definitions and results from its wholesale Colorado Performance Assurance Plan ("CPAP") and associated Performance Indicator Definitions ("PID"):

- 12.1. Number of Company Initiated Due Date Changes Per Order
- 12.2. Installation Commitments Met
- 12.3. Installation Interval
- 12.4. New Service Installation Quality Reported to Repair
- 12.5. Delayed Days for Non-Facility Reasons
- 12.6. Delayed Days for Facility Reasons
- 12.7. Interval for Pending Orders Delayed Past Due Date
- 12.8. Calls Answered Within XX Seconds

12.9. Out of Service Cleared Within 24 Hours

12.10. All Troubles Cleared Within 4 Hours

12.11. Mean Time to Restore

12.12. Repair Repeat Report Rate

12.13. Trouble Rate

12.14. Repair Appointments Met

13. During the Transition Period, the CenturyLink operating entities will submit to Staff and OCC on a confidential basis a supplement to its service quality reporting including the following retail service quality metrics:

13.1. Wire center level performance reporting for the out of service cleared within 24 hours metric.

13.2. Wire center performance reporting for the trouble report rate metric.

13.3. Repeat trouble report rate (30 days).

14. If, upon review of the items provided pursuant to paragraphs 12 and 13 above, if Staff has reasonable cause to be concerned about performance degradation relative to one or more of such items, Staff may inquire through requests to Joint Applicants about such perceived significant decline in service, and Joint Applicants agree to respond to such requests and provide a root cause analysis and/or remediation plan, if necessary.

15. During the Transition Period, Joint Applicants agree to meet quarterly with Staff and OCC to discuss integration reports provided pursuant to paragraph 4 above, and the service quality reports filed under paragraphs 12 and 13.

16. Nothing in this Agreement shall reduce or impair existing service quality obligations, standards, or reporting by Joint Applicants, nor shall this Agreement impair the right of the Trial Staff or the OCC to seek information within the scope of their statutory authority, to initiate complaints or any other right or remedy regarding service quality existing in Colorado law, Commission rules, or Commission orders applicable to the Joint Applicants.

### ***Wholesale***

17. The Settling Parties agree that the conditions and commitments reflected in the Settlement Agreement and Stipulation between Joint Applicants and Integra Telecom, Inc. filed with the Commission in this docket, which will be made available to any requesting carrier after fully executed, filed with and if necessary approved by the Commission, serves the public interest and sufficiently addresses the concerns regarding wholesale matters raised by Staff in their testimony.<sup>2</sup>

### ***General Provisions***

18. Joint Applicants shall continue to comply with all relevant and applicable Commission orders and decisions.

19. This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within this

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<sup>2</sup> Joint Applicants agree to provide Staff with the notices and detailed plans relating to wholesale OSS changes as described in paragraph 12(a) of the Integra settlement.

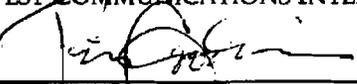
Agreement may be applied to any situation other than the above-captioned case, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in the Agreement, except as expressly set forth herein.

20. The Settling Parties agree that with the Agreement and Joint Applicants' commitments herein, the merger of Joint Applicants is consistent with and not contrary to the public interest and should be approved and authorized by the Commission. The Settling Parties will support all aspects of the Agreement embodied in this document in any hearing conducted to determine whether the Commission should approve this Agreement, and/or in any other hearing, proceeding, or judicial review relating to this Agreement or the implementation of its terms and conditions. Each Settling Party also agrees that, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Agreement.
21. Nothing in this Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Agreement. In the event this Agreement becomes null and void or in the event the Commission does not approve this Agreement, or in the event that the merger does not close, this Agreement, as well as the negotiations or discussions undertaken in conjunction with the Agreement, shall not be admissible into evidence in these or any other proceedings.

22. The Settling Parties state that they have reached this Agreement by means of a negotiated process that is in the public interest, and that the results reflected in this Agreement are just, reasonable, and not contrary to the public interest.
23. The Settling Parties agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Agreement to be carried out and effectuated.
24. This Agreement is an integrated agreement that may not be altered by the unilateral determination of any party to the Agreement.
25. This Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile and the Settling Parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the Settling Parties to the same extent that an original signature could be used.
26. The Settling Parties expressly reserve the right to advocate positions different from those stated in this Agreement in any proceeding other than one necessary to obtain approval of, or to implement, this Agreement or its terms and conditions, but this paragraph shall not contravene or reduce any Settling Party's obligations set forth in paragraph 19 of this Agreement.
27. This Agreement is only effective upon merger closing, and is null and void and of no binding effect in the event the merger does not close.

Respectfully submitted this Sunday, November 7, 2010.

QWEST COMMUNICATIONS INTERNATIONAL, INC.

By: 

Timothy J. Goodwin, No. 21858

QWEST CORPORATION

1801 California Street, 10th Floor

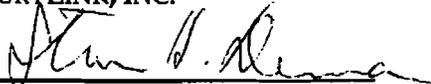
Denver, Colorado 80202

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[tim.goodwin@qwest.com](mailto:tim.goodwin@qwest.com)

CENTURYLINK, INC.

By: 

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Christopher M. Irby, No. 35778

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1550 - 17<sup>th</sup> Street, Suite 500

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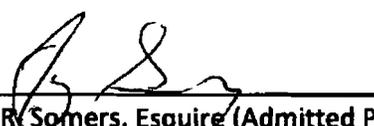
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By: 

Torry R. Somers, Esquire (Admitted Pro Hac Vice)

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[torry.r.somers@centurylink.com](mailto:torry.r.somers@centurylink.com)

ATTORNEYS FOR CENTURYLINK, INC.

Approved as to form

JOHN W. SUTHERS  
ATTORNEY GENERAL

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Assistant Attorneys General  
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Agreed on behalf of:  
TRIAL STAFF OF THE COLORADO PUBLIC UTILITIES  
COMMISSION

By: Lynn M V Notarianni  
Lynn M V Notarianni  
Telecom Section Chief  
Public Utilities Commission  
1560 Broadway Suite 250  
Denver, CO 80202  
303-894-5945

**CenturyLink**  
**Estimated Synergies from CenturyLink/Qwest Merger**  
**For the X-month period – XXXXX through XXXX**

Functional Area	Total Company	Colorado ILECs <sup>1</sup>
Sales & Marketing		
Finance		
Centralized Ops		
Information Technology		
Customer Service		
Engineering		
Human Resources		
Other		
<b>Total All Functional Areas</b>		

	Total Company	Colorado ILECs <sup>1</sup>
Integration Costs through X,XX,XX		

<sup>1</sup> Includes CenturyTel of Colorado, Inc., CenturyTel of Eagle, Inc., and Qwest (Colorado Operations)

Confidential Subject to Protective Order

ATTACHMENT **(A)**



**CenturyLink Report of Merger Integration Activities**  
**CenturyLink/Qwest Merger**  
**Docket XXX**  
**DATE**

**Introduction**

In compliance with condition n the Commission's Order No. XXX in Docket No. 10A-350T approving the merger between CenturyLink, Inc. and Qwest Communications International, Inc., CenturyLink hereby provides a report describing:

1. Substantive activities undertaken relating to integrating CenturyLink operations with Qwest, as well as achieving synergies made available as a result of this transaction.
2. Costs and projected savings of each such respective activity;
3. Organizational and staff force changes in Colorado operations; and,
4. Impacts on Colorado operations and customers.

**Substantive Integration Activities**

Date	Integration Activity

**Costs and Projected Savings of Integration Activities**

Please see Attachment 1 for a schedule of synergies and integration costs realized by CenturyLink as a result of the integration activities associated with the CenturyLink/Qwest merger. The amounts reflect integration savings and costs realized during the period XXX through XXXX.

Amounts provided reflect the estimated impacts for CenturyLink at a total company level and for its Colorado operations. CenturyLink is also providing an estimate of the synergy savings for each key functional area. Synergies and integration costs are not separately tracked for each integration activity or project.

**Organizational and Staff Force Changes in Colorado Operations**