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June 22, 2010

Frances Nichols Anglin
Oregon Public Utility Commission
550 Capitol St., NE
Suite 215
Salem, OR 97301

Re: UM-1484

Dear Ms. Nichols Anglin:

Enclosed for filing in the above entitled matter please find an original and five (5) copies of the Direct Testimony of Christopher Viveros, along with a certificate of service.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Carla". The signature is written in a cursive, flowing style.

Carla M. Butler

CMB:
Enclosures
cc: Certificate of Service

**BEFORE THE
PUBLIC UTILITY COMMISSION OF OREGON
UM 1484**

In the Matter of
CENTURYLINK, INC.
Application for an Order to Approve the
Indirect Transfer of Control of
QWEST CORPORATION

**DIRECT TESTIMONY
OF
CHRISTOPHER VIVEROS
QWEST COMMUNICATIONS INTERNATIONAL, INC.**

June 22, 2010

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1

I. IDENTIFICATION OF WITNESS

2 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION**
3 **WITH QWEST.**

4 A. My name is Christopher (Chris) Viveros. My business address is 1350 Treat
5 Boulevard, Suite 200, Walnut Creek, CA 94597. I am employed by Qwest
6 Corporation as a Director – Legal Issues in the Law Department. In this position,
7 I am responsible for leading and directing a team of docket managers and witnesses
8 as well as preparing testimony and testifying on Qwest’s behalf in a variety of
9 regulatory proceedings, predominantly about Qwest’s wholesale services.

10 **Q. PLEASE DESCRIBE YOUR EXPERIENCE.**

11 A. I have over 30 years experience in the telecommunications industry with an emphasis
12 in regulatory and wholesale services. I began my career with AT&T Inc. (formerly
13 Pacific Telephone, Pacific Bell and Southwestern Bell (“SBC”)) in 1979. Between
14 1979 and 1996, I held a variety of positions, primarily in the wholesale department,
15 including assignments on the methods and procedures staff, systems support, industry
16 guideline development and product management. In April 1996, I moved to a newly-
17 created organization responsible for implementation and oversight of compliance
18 with the requirements of the Telecommunications Act of 1996 (the “Act”).¹ In June
19 1998, I also assumed responsibilities associated with SBC’s acquisitions, including
20 Southern New England Telephone (“SNET”) in the third quarter of 1998 and
21 Ameritech in the fourth quarter of 1999, from both a regulatory approval and post-
22 merger integration perspective across SBC’s then-13 Incumbent Local Exchange
23 Carrier (“ILEC”) states.

¹ In April 1997, my responsibilities were moved to the wholesale department as a result of the merger between Pacific Bell’s parent, Pacific Telesis Group, and SBC; shortly thereafter, my position was expanded to include both the Pacific and Southwestern regions.

1 In January 2000, I accepted a position with US WEST in the Policy and Law
2 organization focused on compliance with the Act and the various state and federal
3 proceedings on the company's Section 271 application; these functions evolved into
4 Qwest's Regulatory Compliance organization in 2003. In March 2006, I remained in
5 Qwest's Regulatory Compliance organization, narrowing my focus specifically to
6 Qwest's wholesale service quality, including the Performance Indicator Definition
7 ("PID") results and the associated Performance Assurance Plans ("PAPs"), in
8 Qwest's ILEC states. In November 2008, I moved to the Qwest Law Department as a
9 cost witness and my job expanded to its current responsibilities in 2010.

10 **Q. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY BEFORE THIS**
11 **COMMISSION?**

12 A. Yes. I have previously testified on Qwest's Section 271 checklist compliance and
13 participated in multiple workshops conducted by the Regional Oversight Committee
14 ("ROC") in its third-party test of Qwest's Operations Support Systems ("OSS") on
15 behalf of 13 state utility commissions in Qwest's ILEC territory, including Oregon.
16 Qwest's Section 271 proceeding in Oregon was Docket UM 823.

17 **Q. HAVE YOU TESTIFIED BEFORE OTHER STATE REGULATORY**
18 **COMMISSIONS?**

19 A. Yes. I have submitted testimony in proceedings before commissions in Arizona,
20 California, Colorado, Connecticut, Idaho, Illinois, Iowa, Minnesota, Montana,
21 Nebraska, Nevada, New Mexico, Ohio, Texas, Utah, Washington and Wyoming.

22 **II. INTRODUCTION**

23 **Q. ON WHICH PARTY'S BEHALF ARE YOU FILING TESTIMONY IN THIS**
24 **PROCEEDING?**

1 A. My supplemental direct testimony is prepared on behalf of Qwest Communications
2 International, Inc. (“QCII” or “Qwest”), which has intervened in this proceeding.

3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 A. The purpose of my direct testimony is to identify Qwest’s existing wholesale
5 obligations to Competitive Local Exchange Carriers (“CLECs”).

6 **Q. ARE OTHER WITNESSES OFFERING TESTIMONY ON THE**
7 **WHOLESALE OBLIGATIONS?**

8 A. Yes. Michael R. Hunsucker of CenturyLink provides testimony that describes
9 CenturyLink’s experience and expertise in serving CLECs, and demonstrates that the
10 post-merger company will have the expertise and ability to continue to meet the
11 wholesale obligations of all its operating company subsidiaries, including Qwest
12 Corporation.

13 **Q. WHAT IS THE BASIS FOR QWEST’S WHOLESALE OBLIGATIONS?**

14 A. Because Qwest Corporation is an ILEC in Oregon, the majority of the wholesale
15 obligations that are of interest to this Commission are a result of the
16 Telecommunications Act of 1996 and the Federal Communications Commission’s
17 (“FCC’s”) implementing orders and decisions that apply to Qwest. Qwest’s
18 wholesale obligations also include the Section 271-related obligations, applicable to
19 Bell Operating Companies (“BOCs”), which were put in place to open up the local
20 markets to competition.

21 **Q. CAN YOU BRIEFLY IDENTIFY THE WHOLESALE OBLIGATIONS YOU**
22 **DESCRIBE IN YOUR TESTIMONY?**

23 A. Yes. Qwest’s Section 251 and Section 271 obligations include:

24 • Telecommunications services available for resale at a wholesale discount;

- 1 • Interconnection;
- 2 • Access to Unbundled Network Elements (“UNEs”);
- 3 • Collocation for purposes of interconnection and/or access to UNEs;
- 4 • Access to Ancillary Services including Number Portability; Operator Services
- 5 and Directory Assistance (“OS/DA”) and Poles, Ducts and Rights-of-Way
- 6 (“PDR”);
- 7 • Access to OSS, including a Change Management Process (“CMP”);
- 8 • Wholesale Service Quality (PID/PAP); and
- 9 • Access to additional Section 271 Elements or Services.

10 **III. SECTION 251 OBLIGATIONS**

11 **Q. PLEASE BRIEFLY DESCRIBE THE SECTION 251 OBLIGATIONS.**

12 A. Section 251 imposes multiple obligations on Qwest. As a telecommunications
13 carrier, Qwest has the duty to interconnect with the facilities and equipment of other
14 telecommunications carriers. (Interconnection)

15 As a local exchange carrier (“LEC”), Qwest has the following additional obligations to:

- 16 • Not prohibit, and not impose unreasonable or discriminatory conditions or
- 17 limitations on, the resale of its telecommunications services. (Resale)
- 18 • Provide, to the extent technically feasible, number portability in accordance with
- 19 requirements prescribed by the FCC. (Number Portability)
- 20 • Permit competing providers to have non-discriminatory access to operator
- 21 services, directory assistance, and directory listing, with no unreasonable dialing
- 22 delays. (Access to OS/DA)

- 1 • Afford access to the poles, ducts, conduits, and rights-of-way, owned or
2 controlled by Qwest, to competing providers of telecommunications services on
3 rates, terms, and conditions that are consistent with Section 224. (Access to PDR)
4 • Establish reciprocal compensation arrangements for the transport and termination
5 of telecommunications. (Reciprocal Compensation)

6 Moreover, Section 251 imposes certain additional requirements specifically on
7 ILECs. Qwest as an ILEC is required to:

- 8 • Negotiate in good faith in accordance with section 252 the particular terms and
9 conditions of agreements to fulfill its LEC and ILEC obligations. (Contract
10 Negotiations)
- 11 • Provide, for the facilities and equipment of any requesting telecommunications
12 carrier, interconnection with Qwest's ILEC network—(Interconnection)
- 13 ○ for the transmission and routing of telephone exchange service and
14 exchange access;
- 15 ○ at any technically feasible point within the carrier's network;
- 16 ○ that is at least equal in quality to that provided by Qwest to itself or to any
17 subsidiary, affiliate, or any other party to which it provides
18 interconnection; and
- 19 ○ on rates, terms, and conditions that are just, reasonable, and non-
20 discriminatory, in accordance with the terms and conditions of the
21 interconnection agreement ("ICA").
- 22 • Provide, for the provision of a telecommunications service, non-discriminatory
23 access to network elements on an unbundled basis at any technically-feasible
24 point on rates, terms, and conditions that are just, reasonable, and non-

1 discriminatory in accordance with the terms and conditions of the ICA. (Access
2 to UNEs)

3 • Resell at wholesale rates any telecommunications service that Qwest provides at
4 retail to subscribers who are not telecommunications carriers. (Resale)

5 • Provide, on rates, terms, and conditions that are just, reasonable, and non-
6 discriminatory, for physical or virtual collocation of equipment necessary for
7 interconnection or access to unbundled network elements in Qwest's central
8 offices and other network premises. (Collocation)

9 **Q. HOW DOES QWEST COMPLY WITH ITS SECTION 251 OBLIGATIONS?**

10 A. Qwest complies with its Section 251 obligations through individual ICAs with its
11 CLEC customers that provide the terms, conditions and pricing for the requisite
12 products, services or elements that it provides to such CLEC customers.

13 **Q. DOES QWEST MAINTAIN A STANDARD INTERCONNECTION
14 AGREEMENT OUTLINING QWEST'S OBLIGATIONS?**

15 A. Yes, Qwest has a template agreement reflecting Qwest's standard terms, conditions
16 and pricing and it is accessible on Qwest's wholesale website.² The standard
17 agreement contains terms for Resale, Interconnection, Collocation, Access to UNEs,
18 Ancillary Services, including Number Portability, Access to OS/DA, Access to PDR,
19 Access to OSS and Wholesale Service Quality. Qwest also uses the standard
20 agreement to convey its opening position in ICA negotiations as part of satisfying its
21 duty to negotiate.

22 **IV. ACCESS TO OSS AND THE CMP**

23 **Q. WHAT DO YOU MEAN BY ACCESS TO OSS?**

² The standard interconnection agreement is referred to as the Negotiations Template Agreement and it can be downloaded from <http://www.qwest.com/wholesale/clecs/nta.html>.

1 A. I am referring to a specific component of Qwest's obligation to provide access to
2 unbundled network elements. OSS is one of the UNEs included in the specific
3 unbundling requirements codified in the FCC's rule 47 CFR §51.319(g), which
4 defines OSS as:

5
6 (g) *Operations support systems.* An incumbent LEC shall provide a requesting
7 telecommunications carrier with nondiscriminatory access to operations support
8 systems on an unbundled basis, in accordance with section 251(c)(3) of the Act
9 and this part. Operations support system functions consist of pre-ordering,
10 ordering, provisioning, maintenance and repair, and billing functions supported by
11 an incumbent LEC's databases and information. An incumbent LEC, as part of
12 its duty to provide access to the pre-ordering function, shall provide the
13 requesting telecommunications carrier with nondiscriminatory access to the same
14 detailed information about the loop that is available to the incumbent LEC.

15 **Q. HOW DOES QWEST CURRENTLY MEET THIS OBLIGATION?**

16 A. Qwest has developed and provides OSS functions using electronic gateways and
17 manual processes. These gateways act as a mediation or control point between
18 CLECs' and Qwest's OSS. These gateways provide security for the interfaces,
19 protecting the integrity of the Qwest systems and databases.

20 Through its electronic gateways and manual processes, Qwest provides CLECs non-
21 discriminatory access to Qwest's OSS for pre-ordering, ordering, provisioning,
22 maintenance and repair, and billing functions. For those functions with a retail
23 analogue, such as pre-ordering, ordering, and provisioning of resold services, Qwest
24 provides CLECs access to its OSS in substantially the same time and manner as it
25 provides to itself. For those functions with no retail analogue, Qwest provides
26 CLECs access to Qwest's OSS sufficient to allow an efficient competitor a
27 meaningful opportunity to compete.

28 **Q. WHAT OPTIONS DOES QWEST PROVIDE FOR ACCESS TO OSS?**

1 A. In addition to the manual processes available to CLECs through Qwest's wholesale
2 service centers and account and service management teams, Qwest makes the
3 following electronic access options available to CLECs:

4 - Interconnect Mediated Access ("IMA")

5 IMA provides pre-ordering and ordering/provisioning functions for all local
6 competitive products that are ordered via Local Service Requests ("LSRs").

7 IMA provides both a Graphical User Interface ("GUI") and an application-to-
8 application option using Extensible Markup Language ("XML").

9 - Qwest Online Request Application ("QORA")

10 QORA supports ordering for all wholesale products ordered via an Access

11 Service Request ("ASR"). QORA provides CLECs with a GUI interface, or

12 CLECs' systems can submit ASRs via QORA's Network Data Mover
13 ("NDM") and Unified Order Model ("UOM") gateways.

14 - Customer Electronic Maintenance and Repair ("CEMR")

15 CEMR is Qwest's GUI that provides CLECs with maintenance and repair

16 functions for their existing products and services. CEMR allows CLECs to

17 perform trouble administration activities such as creating and editing trouble

18 reports, monitoring trouble report status and reviewing trouble history.

19 - Mediated Access Electronic Bonding Trouble Administration ("MEDIACC –
20 EBTA")

21 MEDIACC EBTA provides CLECs with the ability to perform maintenance

22 and repair functions in their own systems. MEDIACC EBTA is the electronic

23 gateway that CLECs' systems use to communicate with Qwest's systems.

24 Q. **CAN YOU DESCRIBE THE QWEST CHANGE MANAGEMENT PROCESS?**

1 A. The Change Management Process (“CMP”) is intended to facilitate a discussion
2 between CLECs and Qwest about product, process or OSS Interface release changes,
3 release life cycles, release notifications and communication through regularly-
4 scheduled CMP meetings. Team members include CLEC and Qwest representatives
5 who meet to review CLEC and Qwest Change Requests (“CRs”) and to discuss
6 Qwest notifications.

7 During the Section 271 long distance approval process, Qwest demonstrated that its
8 CMP satisfied the FCC’s requirements used to evaluate a BOC’s change management
9 plan. These FCC requirements are:

- 10 (1) information relating to the change management process is clearly
11 organized and readily accessible to competing carriers;
- 12 (2) competing carriers had substantial input in the design and continued
13 operation of the change management process;
- 14 (3) the change management plan defines a procedure for the timely resolution
15 of change management disputes; and
- 16 (4) the BOC has demonstrated a pattern of compliance with [its change
17 management plan].³

18 The FCC repeatedly concluded that Qwest’s change management plan satisfies each
19 of these Section 271 criteria.⁴

20 Since 1999, Qwest and CLECs have jointly participated in a forum for managing
21 changes related to Qwest’s products, processes, and systems that support the five
22 categories of OSS functionality (pre-ordering, ordering, provisioning, maintenance
23 and repair, and billing). The change management process is used to process and

³ *Qwest 9-State 271 Order*, Appendix K (¶ 42).

⁴ *Qwest 9-State 271 Order*, at ¶¶ 132-136, 145-152.

1 communicate to CLECs any changes to Qwest's OSS interfaces and to products and
2 processes that are within the scope of CMP. The CMP also provides CLECs the
3 opportunity to have input into Qwest-proposed changes and to propose their own
4 changes. CLECs and Qwest meet collaboratively at least once a month to consider
5 these CRs. Minutes from these meetings are posted on Qwest's CMP website⁵ and
6 distributed to participating CLECs regularly.

7 **Q. DO QWEST ICAs TYPICALLY IDENTIFY THE CMP PROCESS?**

8 A. Yes. CMP is referenced in Qwest interconnection agreements. The Qwest
9 negotiation template identifies the CMP process at Section 12.2.6.

10 **V. ADDITIONAL SECTION 271 OBLIGATIONS**

11 **Q. DOES QWEST OFFER PRODUCTS AND SERVICES TO CLECs OTHER**
12 **THAN THROUGH ICAs?**

13 A. Yes. Qwest provides products and services to CLECs that are not required to be
14 provisioned under Section 251 through a variety of contracting methods, such as
15 tariffs, price lists and commercial agreements.

16 **Q. WHAT CONTRACTING METHOD DOES QWEST TYPICALLY USE FOR**
17 **PRODUCTS THAT MAY HAVE PREVIOUSLY BEEN UNBUNDLED**
18 **NETWORK ELEMENTS (UNEs), BUT ARE NO LONGER CONSIDERED**
19 **UNEs?**

20 A. Typically, alternative products can be purchased from Qwest's tariffs or price lists.
21 Where no alternative product is available, a CLEC and Qwest would establish the
22 terms and conditions for such offerings via a commercial agreement.

⁵ Qwest's CMP website can be found at <http://www.qwest.com/wholesale/cmp>. Minutes of CMP team meetings are available at <http://www.qwest.com/wholesale/cmp/teammeetings.html>.

1 **Q. CAN YOU PROVIDE EXAMPLES OF THE TYPES OF PRODUCTS THAT**
2 **QWEST MAKES AVAILABLE VIA COMMERCIAL AGREEMENTS IN**
3 **OREGON.**

4 A. Yes. Typical examples of products include Commercial Line Sharing, Qwest
5 Commercial Dark Fiber and Qwest Local Services Platform (“QLSP”).

6 **Q. BRIEFLY DESCRIBE THE COMMERCIAL LINE SHARING OFFERING**
7 **FOR CLECs.**

8 A. Commercial Line Sharing replaces the previous UNE Line Sharing/Shared Loop
9 offering that is no longer available for new service requests after October 2, 2004
10 pursuant to the FCC’s *Triennial Review Order* (“TRO”). Commercial Line Sharing
11 provides CLECs with the opportunity to offer end-users advanced data services over a
12 copper loop that provides the end-user’s analog voice service. This is done by using
13 the frequency range above the voice band of the copper loop where Qwest provides
14 the voice service to the end-user.

15 **Q. PLEASE PROVIDE AN OVERVIEW OF THE QWEST COMMERCIAL**
16 **DARK FIBER OFFERING.**

17 A. Qwest Commercial Dark Fiber (“QDF”) is the wholesale, commercially-negotiated
18 replacement product for the unbundled dark fiber UNE embedded base, which in
19 certain circumstances is no longer available per the 2005 *Triennial Review Remand*
20 *Order* (“TRRO”).⁶ Specifically, QDF is offered only where and when TRRO rules for
21 non-impairment have been met and Qwest is no longer obligated to provide the
22 existing dark fiber as a UNE.

⁶ FCC 04-290 (WC Docket No. 04-313 and CC Docket No. 01-338).

1 **Q. CAN YOU PROVIDE AN OVERVIEW OF THE QWEST LOCAL SERVICES**
2 **PLATFORM OFFERING?**

3 A. Yes. QLSP products provide local exchange telecommunications services to end-
4 users on behalf of CLECs at competitive wholesale commercial rates. QLSP offers
5 switching and shared transport components that are combined with loops purchased
6 out of ICAs. The following QLSP products are available:

- 7 • QLSP Business and QLSP Residential;
- 8 • QLSP Centrex;
- 9 • QLSP Integrated Services Digital Network Basic Rate Interface (“ISDN –
10 BRI”);
- 11 • QLSP Private Branch Exchange (“PBX”) Trunks;
- 12 • QLSP Public Access Lines (“PAL”); and
- 13 • QLSP Voice Messaging Services.

14 QLSP, in conjunction with loop purchased out of ICAs, is Qwest’s commercial
15 product replacement for the former UNE combination known as the UNE Platform
16 (“UNE-P”).

17 **Q. DOES QWEST OFFER NETWORK ELEMENT UNBUNDLED SWITCHING**
18 **ONLY IN CONJUNCTION WITH QLSP?**

19 A. No. Qwest makes available to CLECs via a commercial agreement various stand-
20 alone Network Element Switching (“NES”) wholesale products. NES products are
21 provided as the functionally-equivalent replacements for the Unbundled Network
22 Elements-Switching (“UBS”) products which are no longer available pursuant to the
23 FCC’s *TRRO*, which eliminated certain unbundling rules. NES products require
24 CLEC collocation and provide access to line side or trunk side local switch ports as

1 well as the features, functions and capabilities of the Qwest end-office switch. The
2 following NES Ports are available:

- 3 • Analog Line Side Port;
- 4 • Digital Line Side Port (Supporting ISDN BRI);
- 5 • Digital Service Level 1 (“DS-1”) Local Message Trunk Port;
- 6 • Direct Inward Dial (DID®/PBX Trunk Port; and
- 7 • ISDN Primary Rate Interface (“PRI”) Trunk Port.

8 **Q. ARE THERE OTHER EXISTING OBLIGATIONS RESULTING FROM**
9 **QWEST’S SECTION 271 APPROVAL PROCESS?**

10 A. Yes. Based on prior Section 271 approvals, Qwest recognized the need to develop a
11 Performance Assurance Plan (“QPAP”) that would provide financial incentives for
12 Qwest to meet or exceed the multitude of performance measures developed as part of
13 its Section 271 OSS third-party test. This Qwest-initiated payment program is
14 designed to prevent degradation of service to CLECs; basically, Qwest pays CLECs
15 and/or state commissions when monthly results for pre-order, ordering, installation,
16 billing, and/or repair performance measurements fall below designated standards
17 included in the PIDs. QPAP payments can also result from failure to properly notify
18 CLECs about changes to specified OSS interfaces and from wholesale system
19 interface outages. Some of the QPAP standards are based on parity, meaning that
20 Qwest has to perform for CLECs as well as (or better than) it does for Qwest retail
21 customers; other standards require Qwest to meet a specific benchmark. Either way,
22 Qwest’s performance drives whether or not a payment is required. There is only a
23 single Oregon QPAP, and CLECs have the option to either incorporate the entire
24 QPAP into their ICAs or to not participate in the plan.

1 **Q. HAVE THE OBLIGATIONS REMAINED UNCHANGED SINCE THE FCC**
2 **APPROVED QWEST'S 271 APPLICATIONS?**

3 A. Only in the broadest context. For example, while the same obligation exists today to
4 provide non-discriminatory access to network elements on an unbundled basis, the
5 *TRO* and *TRRO* changed which network elements, as well as under what
6 circumstances, unbundled access to network elements continue to be required.
7 Several of the wholesale obligations have been altered in some manner since the FCC
8 first granted Qwest's application for in-region long distance relief.

9 Other aspects of Qwest's obligations have changed by design. For instance, as the
10 CMP was being developed, the process recognized and accounted for new interfaces
11 to be made available, for existing interfaces to be retired and for changes, additions or
12 deletions to the business processes used to provide pre-ordering, ordering,
13 provisioning, maintenance and repair and billing functions.

14 Another example of intended changes built into the obligation is the QPAP. QPAP
15 Section 16 defines the six-month review process where regulators, CLECs and Qwest
16 participate in a review of the performance measurements to determine whether
17 measurements should be added, deleted, or modified, whether the applicable
18 benchmark standards should be modified or replaced by parity standards, and whether
19 to move a classification of a measurement within the PAP. Section 16 also reflects
20 conditions for the immediate termination of the PAP and for Qwest and state utility
21 commissions to review the necessity of the PAP continuing once Qwest eliminates its
22 Section 272 affiliate.

23 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

24 A. Yes.

CERTIFICATE OF SERVICE

UM 1484

I hereby certify that on the 22nd day of June, 2010, I served the foregoing **QWEST COMMUNICATIONS DIRECT TESTIMONY OF CHRISTOPHER VIVEROS** in the above entitled docket on the following persons via U.S. Mail, by mailing a correct copy to them in a sealed envelope, with postage prepaid, addressed to them at their regular office address shown below, and deposited in the U.S. post office at Portland, Oregon.

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DATED this 22nd day of June, 2010.

QWEST CORPORATION



By: _____

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(w) denotes waiver of paper service
* denotes Confidential