**BEFORE THE PUBLIC UTILITY COMMISSION**

**OF OREGON**

**UM 1484**

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| In the Matter of | ) |
| | ) |
| CENTURYLINK, INC., | ) |
| | ) |
| Application for Approval of Merger between CenturyTel, Inc, and Qwest Communications International, Inc**.** | ) |

**TESTIMONY**

**OF**

**BILLY H. PRUITT**

**REGARDING STAFF'S STIPULATION**

**ON BEHALF OF**
**CHARTER FIBERLINK OR-CCVII, LLC**

NON-CONFIDENTIAL VERSION

**December 14, 2010**

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## I. INTRODUCTION

**Q. PLEASE IDENTIFY YOURSELF.**

A. My name is Billy H. Pruitt. I am a Manager of Interconnection Services at Charter Communications, Inc., and I provide support to its subsidiary, Charter Fiberlink OR-CCVII, LLC, an intervener in this case (collectively "Charter").

**Q. ARE YOU THE SAME BILL PRUITT WHO FILED DIRECT TESTIMONY ON AUGUST 24, 2010 IN THIS MATTER?**

A. Yes.

## II. PURPOSE OF TESTIMONY

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

A. My testimony addresses several concerns with the Stipulation and conditions CenturyLink, Inc. ("CenturyLink"), Qwest Corporation ("Qwest") (CenturyLink and Qwest, collectively, the "Joint Applicants"), Staff of the Public Utility Commission of Oregon ("Staff"), and the Citizens' Utility Board of Oregon ("CUB") (collectively, the "Parties") filed with the Commission on December 2, 2010. Specifically, I will explain why the Stipulation: (i) fails to provide an adequate assurance that CenturyLink will not prematurely discontinue Qwest's OSS; (ii) should include an obligation to port interconnection agreements; (iii) should include a commitment from CenturyLink to discontinue its use of the rural exemption to avoid Section 251 obligations; (iv) should re-affirm a CLECs' right to utilize a single point of interconnection per LATA; and (v) should include a condition that requires CenturyLink to provide non-discriminatory access to directory listing and directory assistance functions.

## III. THE STIPULATION FAILS TO ADEQUATELY ADDRESS CRITICAL CONCERNS RAISED BY OTHER CLECS

### A. <u>Charter's Operations Differ From Integra's Operations In Several Important Ways</u>

**Q. DO YOU HAVE ANY GENERAL CONCERNS WITH THE STIPULATION?**

A. Yes. While the Stipulation addresses a number of the risks and potential harms of the Proposed Merger, it does so primarily from Integra's perspective and fails to adequately address other critical issues of concern to Charter and competitors generally. To that end, the Stipulation reflects compromises that Integra believed were in its own best interests, presumably taking into account its strategy for competing in the market and its own systems and operations. Indeed, in addition to the conditions that will be discussed in Mr. Gates' testimony,[1] the Stipulation fails to address at all, or to adequately address, a number of critical concerns identified by Charter (and other CLECs) and therefore should be modified to include the following:

1. A commitment from the Joint Applicants to (i) retain Qwest's current OSS for at least three years following close of the Proposed Merger; (ii) apply third-party testing at commercial volumes to ensure that any successor OSS deployed after the three year period is equivalent to the current Qwest OSS; and (iii) benchmark current operational standards to ensure that the Qwest OSS is not degraded during or after the three year period. (*See* Joint CLEC Condition 19).

2. A commitment that prevents CenturyLink from avoiding its obligations as an ILEC under Section 251(c) by using the rural exemption as a shield against

[1] I understand that Mr. Gates will also file testimony to address additional conditions (including OSS related conditions) that should be added to the Stipulation such as conditions concerning: (1) the Applicable Time Periods for non-UNE commercial and wholesale agreements and tariffs; (2) the extension of non-UNE commercial and wholesale agreements and tariffs, including term and volume discount plans, (3) non-UNE wholesale interstate tariffs; (4) the APAP; (5) the moratorium on Qwest requests to reclassify as "non-impaired" wire centers and for forbearance; and (6) a Most Favored State provision.

network interconnection obligations which promote competition. (*See* Joint CLEC Condition 12, 10.b and footnote 5).

3. A condition that provides CLECs with the right to utilize a single point of interconnection per LATA for all of the Merged Company's entities operating within that LATA provided that this condition only applies to those places where the Merged Company chooses to interconnect the networks of its affiliates within the LATA. (*See* Joint CLEC Condition 28).

4. A commitment from the Merged Company that it will comply with federal and state law as it relates to its directory assistance and directory listings responsibilities in all of its ILEC territories just as Qwest currently does today. (*See* Joint CLEC Condition 23).

**5.** A condition that permits a competitor to adopt, or opt-into, any interconnection agreement to which Qwest is a party, in the same state, or in any state to which Qwest is an ILEC. (*See* Joint CLEC Condition 29).

**Q. WHY DO YOU BELIEVE THAT THE STIPULATION IS BASED ON INTEGRA'S PERSPECTIVE?**

A. Integra entered into a settlement agreement with the Joint Applicants on or about November 6, 2010 which was filed with the Commission on November 9, 2010 ("Integra Settlement"). Shortly thereafter, the Parties entered into the Stipulation which contains many of the exact same terms and conditions as the Integra Settlement. The fact that the wholesale conditions in the Stipulation are almost identical to those in the Integra Settlement suggests that the Parties used the Integra Settlement as the starting point for their discussions relating to wholesale issues and is, therefore, the baseline for the terms and conditions provided in the Stipulation.

**Q. DOES THE FACT THAT THE STIPULATION LARGELY MIRRORS THE INTEGRA SETTLEMENT RAISE CAUSE FOR CONCERN?**

A. Yes. Because the Stipulation largely mirrors the Integra Settlement, it is predicated on the business interests of only one CLEC, rather than all of the competitors in this proceeding, not to mention the other competitors in Oregon. This is problematic for several reasons.

**Q. PLEASE EXPLAIN.**

A. Conditions that reflect the compromises of one CLEC will not adequately protect the interests of a broader array of competitive interests represented by other CLECs in this proceeding. Because the other CLECs differ from Integra in various ways, including, but not limited to, differences in their internal systems, the types of customers they target, the geographical areas they serve, and the mix of wholesale products they require from the ILEC, their interests are not entirely uniform. Other CLECs with different business models have different issues and concerns with the Joint Applicants' operations, post-merger.

**Q. HOW DO CHARTER'S OPERATIONS AND WHOLESALE INTERCONNECTION NEEDS DIFFER FROM INTEGRA'S NEEDS?**

A. As I explained in my Direct Testimony, Charter's perspective is unique because it provides service in areas of the state where few other entities provide competitive residential and business wireline voice services on a standalone basis, or as part of a "bundle" (i.e., voice bundled with video and/or broadband Internet service). To the best of my knowledge, Integra does not provide competitive residential or business wireline voice services in the many rural parts of Oregon that Charter competes with Qwest and CenturyLink. In fact, in most communities, Charter is the only wireline competitor that competes with CenturyLink to provide residential or business voice services. Even where another competitor exists in such communities, they generally do not provide bundled voice, video and broadband services, as Charter does. Thus, consumers in these communities rely upon Charter to provide competitive alternatives to the incumbent's (i.e., CenturyLink's) services.

**Q. WHERE DOES CHARTER COMPETE WITH CENTURYLINK IN OREGON?**

A. Charter competes with CenturyLink in five counties in Oregon: *****BEGIN HIGHLY CONFIDENTIAL INFORMATION** [redacted] **END HIGHLY CONFIDENTIAL INFORMATION** *** In these counties Charter competes with CenturyLink in the following towns and communities: *****BEGIN HIGHLY CONFIDENTIAL INFORMATION** [redacted] **END HIGHLY CONFIDENTIAL INFORMATION ***** These Oregon communities are not densely populated and, for the most part, exist outside of the Portland and Salem metropolitan areas and the relatively more populated areas in the I5 corridor.

**Q. HOW LARGE ARE THESE CITIES IN OREGON WHERE CHARTER COMPETES WITH CENTURYLINK?**

A. Only two of the cities where CenturyLink provides service in Oregon have a population of greater than 13,000. In the eighteen Oregon cities in which Charter competes with CenturyLink, the average population (excluding Medford) is 3,351, according to 2000 U.S. Census data. Based upon my rough calculations, all of the eighteen cities are more than 52 miles from the Salem area and more than 73 miles from the Portland area. Thus, Charter competes with CenturyLink in many of Oregon's smaller, less densely populated communities.

**Q. DOES CHARTER COMPETE WITH QWEST IN OREGON?**

A. Yes, Charter also competes with Qwest in nine (9) counties in Oregon.

**Q. ARE THERE ANY OTHER UNIQUE ASPECTS OF CHARTER'S OPERATIONS THAT DIFFER FROM INTEGRA?**

A. Yes. Charter competes directly with Qwest and CenturyLink to provide competitive voice services to Oregon consumers using the expansive hybrid-fiber networks of its cable company affiliates to reach end user customers. Other competitive wireline voice providers in Oregon use Qwest's unbundled network elements ("UNE"), and/or commercial wholesale equivalents, to provide service to their customers. However, because Charter is a facilities-based carrier with its own ubiquitous networks within its service territories, it does not use the ILEC's UNEs (including UNE loops), resale, dark fiber, or other commercial wholesale equivalents used by other wireline competitors to serve their end user customers. Nor does Charter generally establish collocation with the ILEC, preferring instead to interconnect its network with the ILEC at a point outside of the central office.

**Q. HOW IS THIS DISTINCT FROM INTEGRA'S OPERATIONS?**

A. Unlike Charter, Integra relies upon Qwest's UNE loops to provide telecommunications and Internet service to its customers. This is likely the reason that the Integra Settlement includes specific terms concerning the conditioning of copper loops necessary to support the provision of xDSL services.

Thus, the Integra Settlement terms governing the conditioning of copper loops to support the provision of xDSL services do not provide any benefit to Charter.

**Q. DOES CHARTER RELY ON QWEST OR CENTURYLINK FOR ANY OF THE SERVICES THAT IT PROVIDES TO CONSUMERS IN OREGON?**

A. Yes. Although Charter does not rely upon incumbents to provide unbundled elements or collocation in Oregon, it does rely upon Qwest and CenturyLink to provide interconnection facilities to allow Charter to interconnect with their ILEC networks. Charter also relies on Qwest and CenturyLink for critical wholesale processes that facilitate competition by ensuring that competitors can seamlessly acquire and migrate customers that choose our competitive voice services. In particular, Charter requires efficient number porting and directory listing processes.

**Q. SHOULD THESE DIFFERENCES BETWEEN INTEGRA'S AND CHARTER'S BUSINESS MODELS HAVE ANY BEARING ON THE COMMISSION'S ANALYSIS OF THE ADEQUACY OF THE STIPULATION?**

A. Yes. Because the Stipulation is largely based on issues that arise from Integra's particular service arrangements, it does not adequately address the unique service and operational issues that Charter faces, in part, by competing with CenturyLink in smaller communities for residential and business customers. As explained in my prior testimony in this case, these problems include CenturyLink's reliance on the rural exemption to avoid its Section 251(c) interconnection obligations, its refusal to interconnect via a single point per LATA, and, its failure to provide non-discriminatory access to wholesale directory functions.

## B. OSS

**Q. WHY IS HAVING CONDITIONS THAT ADEQUATELY ADDRESS THE OSS POST MERGER A CRITICAL CONCERN FOR CHARTER?**

A. As I explained in my earlier testimony, Charter relies upon the wholesale operations support systems ("OSS") of Qwest and CenturyLink to obtain pre-ordering information (i.e. customer service records), to submit "orders" for interconnection facilities, to submit requests for number porting and directory services, and to engage in other carrier-to-carrier communications that facilitate subscriber migrations from one carrier to another.

**Q. PLEASE EXPLAIN.**

A. The subscriber acquisition and migration process frequently includes a request to port the end user customer's telephone number from the incumbent to the competitor, and to list that number in appropriate directories. Thus, in order for Charter to compete effectively to "win" new customers, it must be able to access the incumbent's OSS systems to engage in a seamless subscriber migration process with incumbents that permits Charter to port numbers and to list those numbers in the local white and/or yellow pages directories.

**Q. DOES INTEGRA RELY UPON THE QWEST OSS FOR THE SAME REASONS?**

A. Although Integra also relies upon the Qwest OSS, it does so for those and different reasons, and in a different manner than Charter. Integra relies upon the Qwest OSS, to a significant degree, to place orders for UNE loops and similar inputs.

**Q. HOW DOES THIS COMPARE WITH CHARTER'S USE OF THE QWEST OSS?**

A. Contrary to Integra's use of the Qwest OSS, Charter relies upon the Qwest OSS primarily to complete the subscriber migration functions described above. In addition, *****BEGIN HIGHLY CONFIDENTIAL INFORMATION** [redacted] **END HIGHLY CONFIDENTIAL INFORMATION ***** In contrast, much of the OSS functionality that Integra obtains from Qwest (like submitting trouble tickets, receiving electronic line loss notices, and receiving FOCs) is not via an e-bonded interface.

**Q. WHAT ARE THE SHORTCOMINGS OF THE OSS CONDITIONS PROVIDED IN THE STIPULATION?**

A. Although Mr. Gates' testimony discusses this issue in more detail, it is worth noting that even though the Stipulation includes certain OSS conditions, it is not sufficient to ensure that competitors that rely upon e-bonded solutions (like Charter) are not impaired by the discontinuance of Qwest's OSS. Because Charter relies upon e-bonding to submit and process orders in the Qwest OSS for customer migration processes like obtaining customer records, porting numbers, and incorporating directory listings into appropriate databases, changes to those systems will have a significant impact on Charter. And, the impact on Charter is likely to be greater than it may be on Integra, who generally does not rely upon on e-bonded interfaces to the same degree as Charter.

**C. Interconnection Agreement Porting**

**Q. DOES THE STIPULATION INCLUDE ALL CONDITIONS NECESSARY TO ENSURE THAT COMPETITORS' TRANSACTION COSTS WILL NOT INCREASE AS A RESULT OF THE MERGER?**

A. No. While the Stipulation includes several important conditions related to interconnection agreements that will help reduce competitors' transaction costs, it does not include conditions that will eliminate the possibility that competitors' transaction costs will increase as a result of the Merged Company's actions post-closing. The lack of any interconnection agreement "porting" (also known as cross-state adoption) provision constitutes a significant omission of necessary conditions to ensure that competitors' transaction costs do not increase as a result of the Proposed Merger.

**Q. DO YOU THINK THAT THE DIFFERENCES BETWEEN THE OPERATIONS OF CHARTER AND INTEGRA LEAD TO THE EXCLUSION OF THIS NECESSARY CONDITION FROM THE STIPULATION?**

A. Yes. Charter's experience competing with both Qwest and CenturyLink, in their respective service areas, extends to Qwest's and CenturyLink's respective wholesale practices and policies concerning negotiations, arbitration and implementation of interconnection agreements. Because of its competitive operations within the service territories of both Qwest and CenturyLink in eleven different states,[2] Charter has also negotiated and arbitrated a number of interconnection agreements with both companies. As a result, Charter is very familiar with the interconnection terms and wholesale policies of both Qwest and CenturyLink.

2 Charter's affiliates compete with Qwest and/or CenturyLink ILEC affiliates in the following states: Alabama, Minnesota, Missouri, Nebraska, North Carolina, Oregon, Tennessee, Texas, Virginia, Washington and Wisconsin.

**Q. PLEASE ELABORATE.**

A. Based upon my understanding of the record in this proceeding, and the competitive marketplace in Oregon, Integra does not compete with CenturyLink in Oregon, and therefore has no reason to have negotiated or arbitrated an interconnection agreement with CenturyLink in Oregon. On the other hand, Charter has negotiated and arbitrated interconnection agreements with CenturyLink in a number of states in the Midwest, including Wisconsin, Minnesota and Missouri. In fact, Charter recently negotiated and arbitrated an interconnection agreement with Qwest in Minnesota. That arbitration proceeding was conducted in 2009. The parties to that proceeding (Qwest and Charter) now operate under the terms of that agreement. The arbitrated agreement in Minnesota better reflects Charter's specific operational needs and preferences than Qwest's template agreement.

**Q. HAS CHARTER'S EXPERIENCE NEGOTIATING AND ARBITRATING INTERCONNECTION AGREEMENTS WITH CENTURYLINK AND QWEST GIVEN IT CAUSE FOR CONCERN?**

A. Yes. Charter is concerned that interconnection agreement terms and rates may not be stable over the foreseeable future because the Merged Company may use its size and market power to force competitors into negotiations of a new agreement. This is particularly true for competitors like Charter that operate in multiple CenturyLink and Qwest service areas, and who therefore have many different agreements (on a state-by-state basis) with both Qwest and CenturyLink. Charter is also concerned that the Merged Company may direct its integration efforts to the detriment of wholesale customers by withdrawing services, or significantly changing the offerings Qwest currently makes available.

**Q. HOW SHOULD THE COMMISSION ADDRESS THESE CONCERNS?**

A. To address these concerns the Commission should adopt an additional condition that permits a competitor to adopt, or opt-into, any interconnection agreement to which Qwest is a party, in the same state, or in any state to which Qwest is an ILEC, subject to state-commission required terms and pricing being included in the ported agreement.

**D. <u>Single Point of Interconnection</u>**

**Q. DOES THE STIPULATION INCLUDE A CONDITION THAT WOULD GIVE COMPETITORS THE RIGHT TO UTILIZE A SINGLE POINT OF INTERCONNECTION PER LATA?**

A. No. The Integra Settlement does nothing to address concerns that are unique to facilities-based wireline competitors providing competitive services to primarily residential customers in smaller towns and communities in Oregon. Specifically, the Integra Settlement has no conditions that address any concerns related to inadequate single point of interconnection issues.

**Q. WHY DO YOU THINK THE STIPULATION FAILS TO ADDRESS CONCERNS RELATED TO SINGLE POINT OF INTERCONNECTION?**

A. Because the Stipulation reflects compromises tailored almost entirely to Integra's business interests, the Stipulation is devoid of any language that addresses the concerns raised by CenturyLink's burdensome, costly and inefficient practice of requiring CLECs to establish multiple points of interconnection per LATA. As I explained above, Integra does not provide competitive residential wireline voice services in small Oregon communities so it lacks any real incentive to seek conditions to address concerns that are not relevant to its business.

**Q. CAN THESE CONCERNS BE RESOLVED?**

A. Yes. The Commission can address Charters' (and other competitors') concerns with respect to single point of interconnection by adopting an additional condition which gives CLECs the option to interconnect with the Merged Company at a single point of interconnection per LATA. Notably, the Joint CLECs have revised their proposed condition to apply *only* where the Merged Company's affiliates' networks are interconnected.

**Q. WHAT IS THE SIGNIFICANCE OF THE ADDITIONAL LIMITATION CHARTER AND THE OTHER CLECS HAVE PROPOSED FOR THIS CONDITION?**

A. The significance of this additional limitation is that it substantially limits the application of the condition. Specifically, the Merged Company could require competitors to interconnect at several points in the same LATA if there were no facilities connecting the Merged Company's networks in that LATA. However, if the Merged Company establishes facilities between several of its ILEC service areas in the same LATA, the Merged Company would have the ability to carry its own traffic between such areas. If it has the ability to carry its own traffic, then it should also be required to carry the traffic of competitors that choose to interconnect at only one point on the Merged Company's network. This basic principle reflects the well established non-discrimination standard under Section 251, which requires the incumbent LEC to provide interconnection to the competitive LEC on terms that are equivalent to what the incumbent provides itself.[3] For that reason the Commission should re-affirm that principle and require the Merged Company, where it has facilities connecting several points in a single LATA, to interconnect via a single point in such LATA.

[3] *See* Section 251(c)(2).

### E. Rural Exemption

**Q. DOES THE STIPULATION ADDRESS CHARTER'S CONCERNS REGARDING CENTURYLINK'S USE OF THE RURAL EXEMPTION TO AVOID ITS SECTION 251 OBLIGATIONS?**

A. No. The Stipulation does not adequately address Charters' concerns with CenturyLink's current practice of using the rural exemption in an anticompetitive manner. Although the Stipulation addresses the rural exemption issue, it is limited to the rural exemption's application to only the "Qwest ILEC service territory."[4] Qwest has admitted that it currently does not operate under a rural exemption. In contrast, CenturyLink has admitted that two of its three affiliates operating in Oregon do operate under a rural exemption.[5] Because this condition only applies to Qwest and not CenturyLink, it is of limited utility to competitors like Charter who provide service in Oregon's smaller, less densely populated communities in competition with CenturyLink.

**Q. WHY DO YOU BELIEVE THAT THE STIPULATION FAILS TO ADEQUATELY ADDRESS CHARTER'S CONCERNS RELATING TO THE RURAL EXEMPTION?**

A. Because the Stipulation does nothing to address CenturyLink's general refusal to accept its ILEC responsibilities under 251(c). For example, Charter had to arbitrate with CenturyLink's former CenturyTel affiliates in 3 states to get them to agree to TELRIC pricing for interconnection facilities – which we still haven't implemented. Another example during arbitration in the CenturyTel states, was CenturyTel's erroneous position that LATAs only apply to Bell Operating Companies and, because they weren't a BOC, didn't need to agree to a single POI

4 Stipulation at ¶ 31.
5 *See* Exhibit Charter Fiberlink/9.

per LATA.[6] Thus, Charter is acutely aware, through first-hand experience, of how critical it is for the Commission to impose additional conditions that would appropriately assuage these concerns.

**Q. PLEASE EXPLAIN.**

A. As I explained in my direct testimony, CenturyLink's assertion of the rural exemption has the effect of increasing operational costs for Charter. In particular, as a result of CenturyLink's continued operations as a "rural" telephone company, CenturyLink claims that its "rural" affiliates are exempt from the obligation to interconnect with Charter at a single point of interconnection per LATA. For example, in Wisconsin, for future interconnections Charter is required to undertake the costly and inefficient process of interconnecting with CenturyLink at multiple points of interconnection in each LATA, i.e., the agreements contemplate a separate POI per LATA per CenturyLink entity when there are more than one CenturyLink entity competing in a LATA, regardless of whether those entities are interconnected for the exchange of traffic among themselves.

[6] *See, e.g., Petition of Charter Fiberlink, LLC for Arbitration of an Interconnection Agreement Between the CenturyTel Non-Rural Telephone Companies of Wisconsin and Charter Fiberlink, LLC*, Initial Brief of CenturyLink at 58 (filed Jan. 14, 2009);and Petition of Charter Fiberlink-Missouri, LLC *for Arbitration of an Interconnection Agreement*, Case No. TO-2009-0037 at 68 (filed Nov. 20, 2008).

**Q. WOULD THE IMPOSITION OF ADDITIONAL CONDITIONS ADDRESS THESE CONCERNS?**

A. Yes. The Commission should go beyond the limited terms of the Stipulation by securing commitments from the Merged Company to waive its right to seek exemption for rural telephone companies under Section 251(f)(1), and to waive its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Act. Keep in mind that Charter is only advocating that CenturyLink act like the third largest carrier in the country by relinquishing its rights to avoid obligations under Section 251(b) and (c). Charter is not advocating that CenturyLink give up its access to its substantial Universal Service support payments.[7]

### F. <u>Directory Assistance & Listing Practices</u>

**Q. DOES THE STIPULATION INCLUDE ANY CONDITIONS THAT SECURE SUFFICIENT COMMITMENTS FROM THE MERGED COMPANY REGARDING DIRECTORY LISTING AND ASSISTANCE PRACTICES?**

A. No. The Stipulation fails to address any of Charter's concerns with respect to CenturyLink's failure to provide wholesale access to directory listing and directory assistance functions in a nondiscriminatory manner. In fact, there is not a single provision in the Stipulation that secures a commitment that the Merged Company will comply with existing federal law with respect to its responsibilities to provide nondiscriminatory access to directory listing and directory assistance, or that the Merged Company will not attempt to shift its directory listing and

[7] *See* W. David Gardner, *AT&T, Verizon Receive Billions From FCC Phone Fund*, Information Week (July 12, 2010), http://www.informationweek.com/story/showArticle.jhtml?articleID=225702855 (explaining that CenturyTel received $931 million from the Universal Service Fund over the past three years).

directory assistance responsibilities to a third party vendor and then claim that it no longer has any such responsibilities under the Act.

**Q. HAVE THE JOINT CLECS PROPOSED A CONDITION THAT WOULD ADDRESS THIS CONCERN?**

A. Yes, the Joint CLECs have proposed a condition (i.e., CLEC Condition 23) that would require the Joint Applicants to commit to comply with federal and state law as it relates to their directory assistance and directory listings responsibilities in all their ILEC territories just as Qwest currently does today.

**Q. HOW DOES QWEST DEAL WITH DIRECTORY LISTINGS AND DIRECTORY ASSISTANCE TODAY?**

A. Qwest allows CLECs to submit Directory Service Requests to retain, add or change a CLEC directory listing in the white and yellow pages directories that Qwest causes to be published for its own customers, without charge. In addition, the listing automatically flows to its directory listing database which ensures that the CLEC's customers' name, address and/or phone numbers can be obtained by Qwest's customers when they dial Qwest's directory assistance number requesting a CLEC customer's number. That is without charge to the CLEC too and for the obvious reason that it benefits the ILEC to have the CLEC's customers' listing in its directories and DA databases. It furthers the perception that the ILEC's directories and DA includes listings from the entire service territory – whether those customers are ILEC or CLEC customers.

## V. CONCLUSION

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

A. Yes.

**CERTIFICATE OF SERVICE**
**UM 1484**

I hereby certify that **Testimony of Billy H. Pruitt Regarding Staff's Stipulation on Behalf of Charter Fiberlink OR-CCVII, LLC** was served on the following persons on December 14 2010, by email to all parties and by U.S. Mail to parties who have not waived paper service:

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