



1 APPEARANCES

2 Commissioners:

3 **Ted Boyer** (Chairman)  
4 **Ric Campbell**  
5 **Ron Allen**

6 -o0o-

7 For Qwest:

8 **ALEX M. DUARTE, ESQ.** (alex.duarte@qwest.com)  
9 QWEST CORPORATE COUNSEL  
10 310 SW Park Avenue, 11th Floor  
11 Portland, Oregon 97205  
12 (503) 242-5623  
13 (503) 242-8589 (fax)

14 For CenturyLink:

15 **KEVIN K. ZARLING, ESQ.**  
16 (Kevin.K.Zarling@CenturyLink.com)  
17 CENTURYLINK SENIOR COUNSEL  
18 TXAUST0301-302  
19 400 West 15th Street, Suite 315  
20 Austin, Texas 78701  
21 (512) 867-1075  
22 (512) 472-8362 (fax)

23 For Integra:

24 **GREGORY MERZ, ESQ.** (gregory.merz@gpmlaw.com)  
25 GRAY PLANT MOOTY  
26 500 IDS Center  
27 80 South Eighth Street  
28 Minneapolis, Minnesota 55402  
29 (612) 632-3000  
30 (612) 632-4257 (fax)

31 For Level 3:

32 **ROGELIO E. PEÑA, ESQ.** (rpena@boulderattys.com)  
33 PEÑA & ASSOCIATES, LLC  
34 4845 Pearl East Circle, Suite 101  
35 Boulder, Colorado 80301  
36 (303) 415-0409  
37 (303) 827-2454 (fax)

38 -o0o-



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

WITNESSES

For the Joint CLECs, Continued

<u>DOUGLAS DENNEY</u>	<u>Page</u>
Direct by Mr. Merz	366
Cross by Mr. Duarte	374
Redirect by Mr. Merz	437

-o0o-

For Level 3 Communications

<u>RICHARD THAYER</u>	
Direct by Mr. Peña	443
Cross by Mr. Zarling	447

-o0o-

For the DoD/FEA

<u>CHARLES KING</u>	
Direct by Mr. Spann	462
Cross By Mr. Zarling	473

-o0o-

For the Office of Consumer Services

<u>ERIC ORTON</u>	
Direct by Mr. Roberts	477

-o0o-

For SLCAP

<u>SONYA MARTINEZ</u>	
Examination by Mr. Roberts	481

-o0o-

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

EXHIBITS

<u>No.</u>	<u>Description</u>	<u>Page</u>
DoD/FEA 1 to 4	Charles King Direct Testimony with attached exhibits	464
DoD/FEA-5	Charles King Surrebuttal Testimony with attached exhibit	464
(Unknown)	Sonya Martinez Direct Testimony	483

-o0o-

(The previous exhibits and related testimony  
were prefiled and are part of the PSC record  
and filed at the Commission.)

-o0o-

EXHIBITS, CONTINUED

<u>No.</u>	<u>Description</u>	<u>Page</u>
DoD/FEA-6	Settlement Agreement and Stipulation	476

-o0o-

1 OCTOBER 27, 2010

9:04 A.M.

2 P R O C E E D I N G S

3 CHAIRMAN BOYER: Good morning, here we go  
4 again. We're back on the record in Docket  
5 No. 10-049-16.

6 And I think we are at that point where we're  
7 gonna hear from Witness Denney; is that correct,  
8 Mr. Merz?

9 MR. MERZ: That is correct, your Honor. The  
10 Joint CLECs would call Douglas Denney.

11 MR. ZARLING: Mr. Chairman, before we call  
12 Mr. Denney, the -- certainly the Joint Applicants, and  
13 I think we -- and we've had discussions with the  
14 staff, I think we'd like to ask for some clarification  
15 on the issue of how we're gonna proceed today and the,  
16 basically the procedures for addressing the settlement  
17 agreements.

18 There's still some confusion on our part, in  
19 some respects I think based on the oral argument that  
20 we had telephonically and the ruling from Judge  
21 Arredondo. So we'd like to, I think, better  
22 understand what is gonna take place, what your  
23 expectations are with regard to hearing of  
24 testimony -- to live testimony today.

25 And then the filing of testimony, as we

1 understand it on the 28th, the 2nd, and your  
2 expectations for the hearing on the 4th.

3 CHAIRMAN BOYER: Okay. Well, I'll repeat  
4 again what our intentions are. We set the  
5 November 4th hearing as a tentative date in case oral  
6 argument was needed on the written testimony that's  
7 going to be filed regarding the HSR documents and the  
8 DPU settlement, because parties complained they hadn't  
9 had an oppor -- weren't involved in negotiations and  
10 hadn't had an opportunity to review those.

11 But what we would like to do today is go  
12 through the witness list, including the signatories to  
13 the Office's settlement, the Division's, and also Salt  
14 Lake CAP if they're going to be here. And I  
15 understand they will be here or are here.

16 So that's kind of our intention. The  
17 November 4th hearing in the morning is tentative if we  
18 need it. We may or may not need it. And when I say  
19 "need it," we'll determine whether we need it or not.  
20 You can certainly request it, and we'll decide whether  
21 we need it or not.

22 MR. ZARLING: Understood. A concern that the  
23 Joint Applicants have, and I think the Division may  
24 share as well, is that by putting on the witnesses  
25 today -- which it was not our understanding that

1 during the course of these two days of hearings the  
2 witnesses would address the settlement agreements.

3 And frankly, we were scrupulous yesterday in  
4 trying not to really ask questions about the position  
5 of our witnesses, say for example in redirect, on the  
6 settlement agreement.

7 But that by hearing from Division's witness  
8 and perhaps from Mr. Fenn on behalf of the Joint  
9 Applicants regarding the settlement agreement, in  
10 effect there may be an opportunity for the opponents  
11 of the settlement agreement to have, for lack of a  
12 better description, two bites at the apple when we  
13 have the oral argument on the 4th.

14 And I say "two bites at the apple" --

15 CHAIRMAN BOYER: If we have an argument on  
16 the 4th.

17 MR. ZARLING: Okay.

18 CHAIRMAN BOYER: We're -- and just to let you  
19 know, we are really backed up here at the Commission.  
20 I mean, we have this case, we have a case next week,  
21 we have another case pending. We have another rate  
22 case that's going to be filed posthaste, and then a  
23 second rate case for a different utility.

24 And we have to write orders in all these  
25 cases. And everybody wants it done before the end of



1 the year. And it's just, I mean, it's almost an  
2 impossible task. With our staff levels, which are the  
3 same as we've had since 1994, we're doing two to three  
4 times, four times as much work as we did in the past.

5 And so we're trying to streamline things as  
6 much as we can, while certainly giving deference to  
7 due process and giving people an opportunity to plead  
8 their cases. That's why we've been sitting here for  
9 the last couple of days on this.

10 MR. ZARLING: Then I --

11 CHAIRMAN BOYER: I'm having difficulty  
12 understanding why it would be improper for, for  
13 example, the Division and the Office to explain to us  
14 why they think these settlements are in the public  
15 interest.

16 MR. ZARLING: And I'll let Ms. Schmid address  
17 that. But I think there -- it's just there's a little  
18 deviation from I think what the parties originally  
19 believed was going to occur.

20 And the Joint Applicants don't have any  
21 objection to what you've proposed. I think we would  
22 just like one further bit of clarification. That the  
23 testimony to be filed on the 28th, as we previously  
24 understood it, was going to be testimony from the  
25 opponents of the settlement agreement. And Joint

1 CLECs basically addressing their concerns about the  
2 HSR documents.

3 And then the Joint Applicants and the  
4 Division would have the opportunity on November 2nd to  
5 file responsive testimony. So I just want -- I would  
6 appreciate clarification that that is also your  
7 expectation. That there is not anticipated to be, for  
8 example, two rounds of testimony by both parties.

9 CHAIRMAN BOYER: That there is not going to  
10 be two rounds of testimony?

11 MR. ZARLING: That is to say that there  
12 isn't -- testimony is not expected to be filed by both  
13 parties on the 28th and then again on sort of cross.

14 CHAIRMAN BOYER: No, that was not our  
15 intention. Okay? That is not our intention.

16 MR. DUARTE: And your Honor, just one  
17 clarification question. And will the Commission then  
18 decide at some point, presumably on November 3rd,  
19 whether oral argument is necessary so we can be able  
20 to --

21 CHAIRMAN BOYER: That's our intention.

22 MR. ZARLING: And that would -- if oral  
23 argument were to be telephonic, would you envision  
24 that?

25 CHAIRMAN BOYER: I suppose we could. We

1 could accommodate folks on that, if we find it  
2 necessary. Frankly I don't think it's going to be  
3 necessary.

4 MR. ZARLING: Okay. All right. Well, I  
5 appreciate your indulgence, thank you. We were --  
6 just wanted to be very clear.

7 CHAIRMAN BOYER: Let me talk to my colleagues  
8 here. We'll take a five minutes recess and see if  
9 they have a different view, I guess.

10 MS. SCHMID: And before you do, perhaps, I'd  
11 like clarification on whether or not the testimony  
12 that would be filed today and then on the 2nd would  
13 deal only with the Hart-Scott-Rodino Act issue, or if  
14 it would be broader, involving the Division's  
15 settlement process. I think if --

16 CHAIRMAN BOYER: Well, we're -- Ms. Schmid,  
17 we're not talking about the settlement process. We're  
18 trying to give the Joint CLECs, who were not parties  
19 to these negotiated settlements, an opportunity to  
20 review the settlement agreement and to file testimony  
21 if they thought it necessary. They don't have to file  
22 testimony.

23 MS. SCHMID: Okay.

24 CHAIRMAN BOYER: But if they think it  
25 necessary they could file testimony tomorrow, I think,

1 it's on the 28th. And then, in the interest of due  
2 process, we'd let the other side respond to those  
3 filings two days later.

4 And then we'll decide whether or not we want  
5 to hear oral argument on those issues that are raised  
6 or not. That's what we're thinking at this point.  
7 But let's take a five-minute recess and we'll give you  
8 more guidance here in a moment.

9 MS. SCHMID: Thank you.

10 (A recess was taken from 9:11 to 9:18 a.m.)

11 CHAIRMAN BOYER: Okay, back on the record.  
12 After having spoken with my colleagues I've  
13 reconsidered, although I still think the approach I  
14 elucidated was the more efficient. Here's what we're  
15 going to do:

16 With respect to the DPU stipulation, we'll  
17 hear the DPU testimony and all other parties'  
18 testimony on November 4th. We will hold that hearing.  
19 Today we'll finish with the witnesses Denney, Thayer,  
20 King, Orton, and Salt Lake CAP. And try to wrap that  
21 up today.

22 And I think we're clear on the filing of  
23 these -- this additional testimony, the written  
24 testimony. The Joint CLECs and the other parties  
25 opposing the stipulation and those who have concerns

1 with the HSR documents file by the 28th, and then two  
2 days hence responses by the other parties.

3 Is that satisfactory?

4 MS. SCHMID: Yes.

5 CHAIRMAN BOYER: Mr. Roberts, is that gonna  
6 be okay for the Office?

7 MR. ROBERTS: Yes, it is. It's my  
8 understanding that I do not know -- I no longer have a  
9 set time, but I just will be appearing in rotation  
10 this morning.

11 CHAIRMAN BOYER: Someone volunteered your  
12 schedule flexibility, Mr. Roberts. And so that's --

13 MR. ROBERTS: No, that's fine.

14 CHAIRMAN BOYER: Unless you have a specific,  
15 you know, problem that we can accommodate, we'll just  
16 do that. We'll just go through the witnesses as  
17 listed on the prehearing conference report.

18 MR. ROBERTS: That'll be fine by me.

19 CHAIRMAN BOYER: Okay, thank you.

20 MR. DUARTE: So your Honor, so there will not  
21 be an oral argument then on November 4th, it's gonna  
22 actually be live witnesses? Or -- I thought it was  
23 gonna just be an oral argument regarding the testimony  
24 that will have been filed.

25 CHAIRMAN BOYER: Well, what we heard here was

1 that the parties didn't want two bites at the apple  
2 and so on. So yes, I assumed that the parties wanted  
3 to present live testimony on the 4th.

4 MR. DUARTE: Well, your Honor, maybe there  
5 was a misunderstanding. I mean, we are fine with  
6 doing that today, and then have oral argument on the  
7 4th regarding anything that's submitted afterwards.  
8 We just didn't want two bites at the apple.

9 But, you know, we believed that, based on  
10 what your Honors were saying ten minutes ago, that we  
11 would have the witnesses here testify about the  
12 settlements, and then, and then have the testimony  
13 filed, you know, about that, and then have an oral  
14 argument, that that would be appropriate.

15 CHAIRMAN BOYER: Well, then that puts the  
16 Joint CLECs and Level 3 at a disadvantage, I think, in  
17 terms of their preparation for cross examination and  
18 so on. So I think we ought to have the DPU testimony,  
19 both for and again, on the 4th. And then, you know,  
20 legal arguments as appropriate.

21 MR. MERZ: And Mr. Chair, I'm sure this goes  
22 without saying, but I just want to make sure we're  
23 absolutely clear that on the 4th the witnesses will be  
24 available for cross examination.

25 CHAIRMAN BOYER: Exactly. Exactly. I don't

1 think this is as efficient as what I announced  
2 earlier, but this is the way we'll do it. In an  
3 attempt to be even more fair than we've been to this  
4 point.

5 MR. MERZ: And to be clear, we were prepared  
6 to do what I understood you to be telling us yesterday  
7 we were gonna do.

8 CHAIRMAN BOYER: I understand. I understand.  
9 So are we okay with that now? Does everyone  
10 understand what we're doing?

11 MS. SCHMID: Yes.

12 CHAIRMAN BOYER: Okay. Let's proceed then  
13 with the next witness, Mr. Merz.

14 MR. DUARTE: Your Honor, before we get to  
15 Mr. Denney, we do have one other housekeeping matter.

16 CHAIRMAN BOYER: Yes.

17 MR. DUARTE: And that is we wanted to  
18 announce that the Joint Applicants and the Department  
19 of Defense have reached a settlement. And we have a  
20 signed settlement that was executed this morning and  
21 that we will be filing with the Commission today. And  
22 we wanted to pass out a copy of that settlement as  
23 well.

24 CHAIRMAN BOYER: Okay, that would be great.  
25 Have the other parties had an opportunity to look at

1 it?

2 MR. DUARTE: No, we just signed it this  
3 morning.

4 CHAIRMAN BOYER: And so Mr. Spann, would it  
5 be your intention to put on testimony through Mr. King  
6 regarding the stipulation?

7 MR. SPANN: That's correct, your Honor.

8 CHAIRMAN BOYER: Okay. Very well, thank you.  
9 Let's pass that out, and then we'll have Mr. Merz call  
10 his first witness. His last witness.

11 (Pause.)

12 CHAIRMAN BOYER: Mr. Merz, we're ready.

13 MR. MERZ: The Joint CLECs would call Douglas  
14 Denney to the stand.

15 CHAIRMAN BOYER: Morning, Mr. Denney.

16 (Mr. Denney was sworn.)

17 CHAIRMAN BOYER: Thank you, please be seated.

18 DOUGLAS DENNEY,

19 called as a witness, having been duly sworn,  
20 was examined and testified as follows:

21 DIRECT EXAMINATION

22 BY MR. MERZ:

23 Q. Morning, sir.

24 A. Good morning.

25 Q. By whom are you employed?



1 A. Integra Telecom.

2 Q. And you have filed on behalf of Integra  
3 Telecom in this action direct testimony that has been  
4 marked and admitted as Integra Exhibit 1, which  
5 includes an exhibit, Integra Exhibit 1.1; is that  
6 correct?

7 A. Yes, that's correct.

8 Q. And you've also filed surrebuttal testimony  
9 in this action on behalf of Integra, which has been  
10 marked and admitted as Integra 1SR; is that correct?

11 A. That's correct.

12 Q. And there are no confidential or  
13 highly-confidential portions of either part of that  
14 testimony?

15 A. That's true.

16 Q. Is the information contained in your direct  
17 and surrebuttal testimony true and accurate, to the  
18 best of your knowledge?

19 A. Yes, it is.

20 Q. Do you have a summary of your testimony that  
21 you are prepared to give today?

22 A. Yes, I do.

23 Q. Would you please provide that?

24 A. My name is Douglas Denney, and I work for  
25 Integra Telecom. And I'm our director of costs and

1 policies. And my testimony focuses on three areas  
2 which I'm directly involved with on behalf of my  
3 company. And it also -- it supports the testimony of  
4 Mr. Gates and Dr. Ankum.

5 And one of those areas is kind of just the  
6 history of ICA negotiations. The difficulty of, you  
7 know, of entering into negotiations. The long and  
8 detailed process that's contained in negotiations.  
9 I'm involved directly in the negotiations that take  
10 place between Integra and any other ILEC in terms of  
11 interconnection agreements, including Qwest.

12 And this is really trying -- the purpose of  
13 this testimony is to try to support those conditions  
14 about having some stability with the current ICAs that  
15 are in place so that when the companies, you know, if  
16 the merger's approved that there's -- while they're  
17 going through this integration process we're not in  
18 the midst of having to arbitrate all new ICAs.

19 Or uproot contracts that have been -- in many  
20 cases have been in place for years. And that's kind  
21 of the purpose of that portion of the testimony. And  
22 Mr. Gates talks in detail about, you know, about that  
23 condition.

24 The second part of my testimony verifies some  
25 of the documents you heard discussion about yesterday

1 that are in Ms. Johnson's testimony that are related  
2 to the UNE provision -- the Minnesota case, which is  
3 the UNE Provisioning and Marketing Practices Docket.

4 And the purpose of putting all these  
5 documents in there is to support these conditions that  
6 require compliance with specific laws. And the  
7 Commission doesn't need to find that the Joint  
8 Applicants are in violation of these laws, but that --  
9 but the purpose of these documents is to show that  
10 there are issues surrounding these.

11 And it's common practice for putting  
12 conditions that relate to, you know, say, Here is a  
13 law that we expect you to follow that's, you know, as  
14 you go forward. And that's what a lot of these  
15 conditions are. Just to say, Here is what the law is  
16 and this is what we expect you to follow going  
17 forward.

18 And it's just kind of put on notice. And  
19 it's a common practice when there's -- when carriers  
20 have raised issues that these types of conditions get  
21 put into -- in merger agreements.

22 And then the third part of my testimony deals  
23 with wholesale service quality. And wholesale service  
24 quality, you know, obviously is crucial to Integra and  
25 other CLECs like Integra who rely, in part at least,

1 on the ILEC network in order to do business. We buy,  
2 you know, predominantly we buy the last mile  
3 facilities. Kind of the connections to the customer  
4 premise from the ILECs.

5 And so, you know, while these companies --  
6 you heard about kind of integration efforts. And  
7 potentially, you know, integrating OSS. And the kind  
8 of pressures to achieve synergy. And our just concern  
9 is that all of those things shouldn't come at the cost  
10 of wholesale service quality.

11 And I -- and you heard all through testimony  
12 and, you know, through this -- through the --  
13 yesterday that the Joint Applicants appear to agree.  
14 You've heard them say how important wholesale service  
15 quality is. And how they plan on not, you know, there  
16 shouldn't be any impact on wholesale service quality.

17 And so kind of the question that came up to  
18 the Joint CLECs was really how can we, how can we kind  
19 of effectuate this commitment? How can we make sure  
20 that, if there are declines in wholesale service  
21 quality, that they will be remedied quickly, they will  
22 be addressed quickly, and be resolved quickly?

23 And this is where we came up with a kind of a  
24 plan that was called the additional performance  
25 assurance plan. And the reason the current -- the

1 QPAP or the Qwest performance assurance plan that's in  
2 place today doesn't, doesn't quite -- doesn't cover  
3 you there is because that's a plan that compares  
4 really your wholesale performance to your retail  
5 performance.

6 And so it's really a nondiscrimination test  
7 is what the plan that's in place today is. And what  
8 we're looking at is trying to compare pre-merger  
9 performance with post-merger performance. So it's a  
10 different, it's a different comparison.

11 So under the QPAP you could have a decline in  
12 both retail and wholesale service quality and you  
13 would never make a payment under the plan that's in  
14 place today, the QPAP. But the additional PAP, the  
15 thing is, if you decline from your pre-merger  
16 performance, you know, then there would be remedy  
17 payments to try to get that resolved as quickly as  
18 possible. And this is why we came up with this  
19 alternative plan.

20 So yesterday Mr. Williams raised a concern  
21 that random fluctuations in data could come -- could  
22 cause payments in the APAP, you know, just through  
23 normal random fluctuations. And in my mind this is a  
24 non-issue, for some reasons that I'm not gonna get  
25 into.

1           But what I am gonna try to do is make this  
2 issue go away. And I'm gonna do that by offering up  
3 some language -- an additional part to Condition No. 4  
4 that we proposed to try and make this a non-issue.  
5 Because the CLECs' goal isn't to try to collect money  
6 from the, you know, from the Joint Applicants in terms  
7 of plan.

8           Our CLEC goal is really just to -- we hope  
9 that they never make a payment. We just want to  
10 assure wholesale service quality doesn't decline as a  
11 result of the merger, and want the incentives in  
12 place.

13           And so this would be a, like a subpart to  
14 Condition 4 regarding the APAP. And what we would say  
15 is that APAP remedy payments to a CLEC for a specific  
16 PID in some measure will not occur until the remedy  
17 payments exceed the remedy credit.

18           And for each CLEC and each PID, product, and  
19 disaggregation in the APAP, a remedy credit will be  
20 calculated as described in this paragraph. The remedy  
21 credit is calculated as follows for each PID, product,  
22 and disaggregation:

23           For each month one year prior to the merger  
24 filing date monthly performance will be compared to  
25 the average wholesale performance provided by Qwest to

1 each CLEC for one year prior to the merger filing  
2 date.

3           If monthly performance, as described in the  
4 preceding sentence, would result in a remedy payment  
5 calculated using the methodology in the APAP to  
6 determine remedy payments, then the calculated amount  
7 will be a remedy credit for the PID, product, and  
8 disaggregation.

9           So what this really gets to is if under,  
10 under Mr. Williams', you know, concern that just  
11 performance in the past would have caused payments  
12 under the APAP, well, payments won't start until you  
13 go beyond -- I mean, you go beyond that level.

14           So let's just make sure that we're really  
15 capturing a deterioration in wholesale service  
16 quality, you know, before there would be any remedy  
17 payments under the plan.

18           But at the same time there'll be calculations  
19 and the information will be going forward so the Joint  
20 Applicants will see that they're facing a risk of  
21 potential payments coming forward. And they will be  
22 still incented to try and correct any problems as  
23 quickly as possible. To minimize, you know, to make  
24 sure that wholesale service quality is maintained.

25           And so we hope that this can kind of close

1 out this issue, because you've heard them, you know,  
2 make guarantees and -- or, I mean, not guarantees.  
3 That's too strong of a word. But make -- you've heard  
4 them talk about the importance of wholesale service  
5 quality and how it's gonna stay after the, you know,  
6 after the merger.

7 And so I think we've got a plan that's in  
8 place that should be acceptable to do that. And that  
9 concludes my summary.

10 MR. MERZ: Thank you, Mr. Denney.

11 The witness is now available for questioning.

12 CHAIRMAN BOYER: Thank you, Mr. Denney.

13 Let's begin with Mr. Roberts. Have you any  
14 cross examination of this witness?

15 MR. ROBERTS: No, your Honor.

16 CHAIRMAN BOYER: Ms. Schmid?

17 MS. SCHMID: No questions.

18 CHAIRMAN BOYER: Mr. Spann?

19 MR. SPANN: No, sir.

20 CHAIRMAN BOYER: Mr. Duarte?

21 MR. DUARTE: Yes, your Honor, thank you.

22 CROSS EXAMINATION

23 BY MR. DUARTE:

24 Q. Good morning, Mr. Denney.

25 A. Good morning.



1 Q. It's a little late to bring up new language  
2 here on the fly to try to remedy the issues with your  
3 PAP, wouldn't you agree?

4 A. Well, there's so many things that I disagree  
5 with the statement you made, so. I mean, I don't  
6 think we made up language on the fly. I think we're  
7 trying to address a concern that you raised at the  
8 last minute yesterday during the hearing.

9 And third, if the parties would actually  
10 enter into discussions with us in Utah, I mean, we  
11 probably could have had this discussion much earlier  
12 time frame. If you hadn't cut us out of negotiations  
13 that took place in the state.

14 Q. Well now, let's be fair now. The parties  
15 have discussed settlement negotiations quite a bit,  
16 the negotiations quite a bit over the last few months,  
17 haven't they?

18 A. I'm aware of negotiations that took place in,  
19 took place in Oregon. And there's been -- that's  
20 about the most active state that's going on. There's  
21 been a few other states where some proposals have  
22 been, have been involved and the companies have  
23 contacted.

24 But it is -- as I'm aware, we were not  
25 invited to the negotiations here in the State of Utah.

1 And when you are working on, you know, kind of your  
2 settlement here that did not involve, you know, the  
3 Joint CLECs, and it didn't involve Integra.

4 Q. And we'll certainly talk about those things  
5 on November 4th. But you agree with me then, since  
6 we're talking about settlements here, that the parties  
7 met for two days in Portland, high-level executives  
8 between the parties, to discuss all of these  
9 conditions from a global standpoint, correct?

10 A. Yep, that's correct. And nothing's been  
11 resolved at this point in time.

12 Q. And there's been five settlement conferences  
13 in Oregon, correct?

14 A. I haven't counted the conferences in Oregon,  
15 but there's been, there's been numerous conferences  
16 there. And, I mean, the problem there too is we have  
17 a hard time getting the Joint Applicants to respond  
18 directly to our proposals.

19 Q. Sir, you will agree with me that it took 37  
20 days in Oregon to even submit a red line to our red  
21 line proposals?

22 A. No. I disa -- you didn't red line any of our  
23 proposals.

24 Q. Sir, have you been involved in the Oregon  
25 settlement discussions?

1           A.    Yes.  The document we got back from you in  
2 Oregon, if you want to talk about that, was just x's  
3 through our 31 conditions.

4           Q.    Okay.  And didn't --

5           A.    That's not a red line.  That's not a  
6 negotiation.

7           Q.    Well, I won't get into the settlement  
8 discussions.  But you'll agree with me that you were  
9 supposed to get a proposal to us prior to like the  
10 third settlement agreement conference, and we did not  
11 receive it for 37 days.  Do you agree with me?

12          A.    I don't agree with -- you've had our proposal  
13 from early on in the time period.  So I don't agree  
14 that -- and I don't know what time -- what 37-day time  
15 frame you're talking about.  But you've had our  
16 proposal long before -- you know, pretty early in this  
17 process, in all of the states, what the proposal is.

18          Q.    From September 1st to October 8th you don't  
19 agree that the CLECs were -- had promised a red line  
20 to our red lines in 7 days, and it took 37 days to get  
21 that back?

22          A.    I'm not, I'm not knowledgeable of those time  
23 frames.

24          Q.    We'll move on.

25          A.    I don't -- I'm not even gonna acknowledge

1 that you made red lines to our initial proposals. I  
2 know you didn't do that. You may have responded to  
3 some staff proposals, but not to ours.

4 Q. Mr. Denney, we'll move on then to the issues  
5 here in Utah. Sir, to start our discussion here, you  
6 agree with me that in Utah Qwest has 46  
7 interconnection agreements with CLECs that have the  
8 Qwest performance assurance plan, or PAP, as part of  
9 their agreement?

10 A. Well, I agree that that's what Mr. Williams  
11 said in his testimony.

12 Q. Well, you don't have any reason to dispute  
13 that it's 46 ICAs with the PAP here in Utah?

14 A. I did not go through the ICAs here, so. I  
15 mean, so I agree that's what's in Mr. Williams'  
16 testimony.

17 Q. And you reviewed the interrogatory responses  
18 from the Joint Applicants. The 160 -- or the 91 data  
19 requests that were sent by Integra in this case?

20 A. Yes.

21 Q. Okay. And you saw that we responded that it  
22 was 46 ICAs?

23 A. Right. I saw that in Mr. Williams'  
24 testimony, too.

25 Q. All right. We'll move on. Now Mr. Denney,

1 you're very experienced when it comes to PAPs, aren't  
2 you?

3 A. Yes.

4 Q. And you would agree with me that any  
5 performance assurance plan for an incumbent telephone  
6 company is a pretty complex endeavor?

7 A. I wouldn't, I wouldn't agree with that in an  
8 unqualified statement. I think setting up the initial  
9 plans was, you know, was a fairly complex endeavor.  
10 But we have -- now we have those plans in place. We  
11 have measures, we have data.

12 So using that information, you know, to look  
13 at how performance has changed over time, I don't  
14 think that is very complex at all.

15 Q. And if you go to a different standard of what  
16 you're measuring, that would be a pretty complex  
17 matter, wouldn't it?

18 A. No, I don't think it's very complex at all to  
19 measure pre-merger performance with post-merger  
20 performance. We have -- all of that data is there.  
21 It's been, you know, it's sitting out there. It's --  
22 Qwest has it, and a lot of the CLECs have that data.  
23 And so to compare pre-and-post-merger performance is a  
24 fairly simple, fairly simple task.

25 Q. Well Mr. Denney, you and I can at least agree

1 that there's a lot of statistical analysis that is  
2 needed in order to really understand a PAP?

3 A. There, there's statistical analysis that goes  
4 into setting up the statistical test. I disagree  
5 there's statistical analysis needed to understand the  
6 PAP. I think the PAPs are pretty basic.

7 It's really about can we measure, can we  
8 measure whether there's, you know, if you're talking  
9 about the QPAP, is their performance on retail and  
10 wholesale, or performance compared to a benchmark, how  
11 do those compare. That's fairly simple.

12 The statistics may be complicated, but the  
13 statistics are pretty well worked out over, you know,  
14 over time. And that's not really the big part of our  
15 dispute. And so comparison of performance isn't that  
16 difficult.

17 Q. And sir, and in fact in your previous life as  
18 an employee with AT&T back in the Section 271 days in  
19 the early part of this decade, you were personally  
20 involved in the effort to come up with what is known  
21 as the Qwest PAP in the Qwest ILEC region; is that  
22 correct?

23 A. No, that's actually incorrect. I didn't get  
24 involved in the performance plans until, until I  
25 worked for Eschelon Telecom. And starting kind of

1 with the three-year review that took place in  
2 Colorado.

3 Q. Okay. But then you're familiar, though, with  
4 the process that did take place with the Section 271  
5 PAP development between, what, 1999 and 2003; would  
6 you agree with me on that?

7 A. I mean, I wasn't involved in that process, so  
8 I -- so what I know about it's either what I've read  
9 through Commission orders or, you know, reports that  
10 maybe were available at one time or another. People's  
11 discussions. Discussions with people that were  
12 involved in it.

13 Q. And based on what you know and what you've  
14 read, you'll agree with me that there was a 13-state  
15 collaborative process that dealt with the PID  
16 negotiations, OSS testing, and the PAP development,  
17 correct?

18 A. That's correct.

19 Q. And this Commission was part of that 13-state  
20 process?

21 A. I believe that's correct.

22 Q. And you'd agree that Arizona had its own  
23 separate process?

24 A. I believe that's correct.

25 Q. And you agree with me that, based on

1 everything you've read and everything that you know  
2 today about the PAPs, that that process took about  
3 four years, from about 1999 through the end of 2002,  
4 when Qwest was given -- was granted 271 approval from  
5 the FCC?

6 A. Right. I don't know the exact time frame,  
7 but I, I think it took place over a number of years.  
8 And it dealt, I mean, it dealt not just with the  
9 QPAPs, is my understanding, but with, you know, with  
10 making sure, you know, testing of systems was a big  
11 part of that as well.

12 Q. And based on your involvement, and research,  
13 and reading of things that happened in the past, you  
14 would agree with me that, based on the 13-state  
15 collaborative plus Arizona's own process, that there  
16 were easily more than a hundred people from various  
17 State Commissions, staffs, auditors, CLEC  
18 representatives, and Qwest representatives who worked  
19 on this process for those four years; is that correct?

20 A. Well, I don't know how many people there  
21 were, but that wouldn't surprise me.

22 Q. Okay. And based on that many people that  
23 you're not surprised worked on this, and four years of  
24 development, you'd agree with me that there was at  
25 least -- there were tens of thousands of people hours



1 involved in the development of the PAP process?

2 A. I mean, I can't, I can't agree with that. I  
3 have no basis to know that. But I'm sure there was a  
4 lot of effort put into that. And what we're trying to  
5 do here with our proposal is really leverage that  
6 effort that's already been done.

7 Q. And --

8 A. We're not trying to create something that's  
9 completely new. But we're trying to use that effort  
10 that's been done and say, Now let's use this for  
11 something that's just slightly different. Which is  
12 comparing pre-merger performance with post-merger  
13 performance.

14 Q. And you agree with me, sir, that various  
15 state utility commissions, including this Commission,  
16 reviewed the PIDs and the PAP. And after Qwest  
17 voluntarily agreed to the PAP, this Commission  
18 recommended to the FCC that it grant Qwest's  
19 Section 271 application; is that correct?

20 A. Well, I think that the Commission's decision  
21 to grant 271 application was much broader than Qwest  
22 agreeing to the, to the PAPs.

23 Q. That was not my question, sir. Let me ask my  
24 question again. After the various commissions,  
25 including this Commission, reviewed the PIDs and the

1 PAP, and after Qwest voluntarily agreed to the PAP --  
2 so we're talking point in time -- this Commission  
3 recommend to the FCC that it grant Qwest's Section 271  
4 application?

5 A. Right, that's correct. And I just wanted to  
6 make clear that there were many other aspects to  
7 that --

8 Q. Sure.

9 A. -- to that order that took place.

10 Q. Okay. And even after Qwest was granted  
11 Section 271 relief, you talked about an effort -- a  
12 post-271 effort. And that was called the Long-Term  
13 Proposed, Proposed Administration, the LTPA; is that  
14 correct?

15 A. Well, it was called the LTPA, but you're -- I  
16 don't think you've got the --

17 Q. I may have gotten it wrong.

18 A. -- the words right. I think it was Long-Term  
19 PID Administrator, or.

20 Q. Right, PID administrator.

21 A. Right.

22 Q. Right. Okay. And that was to provide a  
23 forum to deal with PID refinements and changes; is  
24 that correct?

25 A. Yeah, you know, that, I mean, that process

1 was kind of, I mean, I got involved starting around  
2 the three-year review in Colorado, so I'm not real  
3 familiar with that process. I wasn't, I wasn't  
4 involved in that process.

5 Q. Okay. And this Colorado three-year review,  
6 that meant three years after the granting of 271  
7 relief for Qwest; is that correct?

8 A. That's correct.

9 Q. And that process took approximately 18 months  
10 or so?

11 A. You know, I'm not sure that I was involved in  
12 that process. I don't recall the, you know, how long  
13 that took. We went through, I mean, there was a  
14 mediator that was involved in that. And we went  
15 through a number of kind of proposed changes that  
16 people had to the, to the PIDs.

17 And we worked through that for, you know, I  
18 mean, it was quite a while working through issues and  
19 exchanging of data. And we were able to come to kind  
20 of an agreed-upon resolution of what to do. What to  
21 do next there.

22 Q. Okay. Well, whether it took 18 months, or  
23 16 months, or 12 months, you were involved. And it  
24 was a fairly substantial process in which different  
25 negotiations, and refinements, and analysis was

1 conducted, correct?

2 A. Right, that's correct. There weren't  
3 hundreds of people or 10,000 hours involved in that.  
4 There was maybe a handful of, a handful of people that  
5 were working that.

6 Q. Sir, the standard that the QPAP measures is  
7 whether Qwest is providing services to CLECs in a  
8 nondiscriminatory or parity manner; is that correct?

9 A. I generally agree with that, yes.

10 Q. And that standard is based on requirements in  
11 the Telecom Act that Qwest treat its wholesale  
12 customers in a nondiscriminatory and/or parity manner,  
13 correct.

14 A. Well, I think it says that they have to  
15 provide service that is at least as good as what Qwest  
16 provides to itself.

17 Q. And that would be a nondiscriminatory or  
18 parity manner?

19 A. Right. I mean, I think the standard really  
20 is at least as good as. Which is -- which I'd say is  
21 a little bit different from just a nondiscriminatory.

22 Q. Okay. And you would agree with me that  
23 performance deterioration or performance degradation  
24 is not a standard in the Telecom Act?

25 A. Right. We're -- right. And I -- we're --

1 here we're talking about a merger case and looking at,  
2 looking at whether there's kind of harm as a result of  
3 a merger. So the standard -- that's why the  
4 standard's different from what we used when we did 271  
5 approval.

6 Q. And you'll agree with me, sir, that you're  
7 not aware of any case in which the FCC or a state  
8 utility commission has ever ordered a PAP that was  
9 based on a standard such as performance degradation or  
10 performance deterioration as a result of a merger; is  
11 that correct?

12 A. I don't think I would go that far. I think  
13 in the Embarq-CenturyLink or CenturyTel merger the, I  
14 mean, the FCC put in a plan that was basically to  
15 compare pre-merger and post-merger performance for a  
16 number of measures, so.

17 There weren't remedy payments associated with  
18 that plan, but there was definitely a plan and  
19 measurement put in place which does similar to what,  
20 what we've asked to do here. And that's in Mr. Gates'  
21 testimony.

22 Q. And you're claiming that it's similar to what  
23 is happening here? Is that your testimony?

24 A. There's some similarities. They took a  
25 number of -- I mean, the measures weren't as developed

1 for, you know, for CenturyLink and Embarq's. They  
2 took a number of measures. They took a one-year  
3 average prior to, and they compared it with kind of a  
4 three-months average afterwards. And they looked to  
5 see whether there was deterioration in performance.

6 They used a tighter standard than what we --  
7 we proposed kind of using a standard out of the QPAP.  
8 I think they used a single standard deviation in their  
9 standard to determine whether there's a deterioration.  
10 And I believe there were, you know, things the Company  
11 had to do, you know, in terms of reporting or  
12 explaining if there was a deterioration.

13 But this is in Mr. Gates' testimony. He's  
14 probably more familiar with that than I am.

15 Q. And you agree with me, sir, that you're not  
16 aware of any state commission that has ever ordered a  
17 PAP based on a standard other than -- a standard such  
18 as performance degradation or performance  
19 deterioration as a result of a merger; is that  
20 correct?

21 A. Right. As I'm aware -- and I'm mostly aware  
22 in the Qwest states and, I mean, California, Nevada,  
23 where my company does business. I'm not aware that  
24 this decision has come before, you know, come before  
25 the states, really, until this case here.

1           So the states haven't rejected this idea or,  
2 you know, or approved a plan yet.

3           Q.    Okay.  So then you would agree with me, then,  
4 that if this Commission were to entertain your APAP  
5 proposal, and thereafter order it in this proceeding,  
6 it would be the first state utility commission that  
7 you're aware of that has ordered a PAP that was based  
8 on the concept of performance degradation or  
9 performance deterioration as a result of a merger?

10          A.    Well, I mean, you're -- so you're assuming  
11 Utah orders before anybody else --

12          Q.    Yes.

13          A.    -- and no other state approves it?

14          Q.    Yes, I am.

15          A.    That would be true.

16          Q.    And you would agree with me that this  
17 Commission, if it adopted your APAP concept, would be  
18 the first state utility commission to ever order a PAP  
19 that was based on a standard other than parity or  
20 nondiscrimination?

21          A.    I mean, from what I'm aware of, which is  
22 really -- which is the territory out here in the West,  
23 I mean, that's, that's probably true.  I'm not aware  
24 of any other plans at this point in time.

25                I do know as a result of the Verizon-Frontier

1 merger dockets which I was involved in, you know, the  
2 commissions in Oregon and the -- in Washington opened  
3 up cases to look at kind of establishing some  
4 wholesale service quality standards, which didn't  
5 exist.

6           So they're -- so wholesale service quality is  
7 certainly an issue that's dealt with as a part of  
8 merger proceedings.

9           Q.    And you are aware that Utah has its own  
10 specific service quality standards and requirements in  
11 Utah?

12          A.    Right.  The Wholesale Service Quality Rules  
13 you're referring to?

14          Q.    Yes.

15          A.    Right.  They're kind of -- I would call them  
16 more "guidelines," I think is the word that's used in  
17 the, you know, in the rules.

18          Q.    And sir, you'll agree with me that you are  
19 not aware of any case in which the FCC or a state  
20 utility commission has ever forced on an ILEC a PAP  
21 with self-effectuating penalties that the ILEC did not  
22 otherwise voluntarily agree to as a result of a  
23 merger?

24          A.    Well, I mean, your question confuses me  
25 regarding "forced," because, I mean, I think usually



1 what happens is that the commissions would offer up  
2 conditions. And the Joint Applicants have an option  
3 to accept them or basically not go ahead with the  
4 merger.

5 So I don't know how -- I don't -- I disagree  
6 with that word being "forced" upon. I mean, I did  
7 talk about the FCC had a plan that was -- it was  
8 agreed to by the parties.

9 Q. And that's a key point. It was agreed to by  
10 the parties there, correct?

11 A. Right. And I think if they hadn't agreed to  
12 that, they wouldn't have been able to go ahead with  
13 their merger.

14 Q. Well, we can speculate what the FCC would  
15 have done if they hadn't. But the point I'm making  
16 is -- that I want you to make and confirm for me is  
17 that those parties actually agreed to that -- those  
18 self-effectuating penalties as part of that process?

19 A. As far I'm aware of, every merger proceeding,  
20 when there's conditions involved, parties either agree  
21 to them or they don't merge.

22 Q. Okay. So let's get back to my point then.  
23 You are not aware of anytime where the Commission has  
24 forced a party, without their consent, to adopt a PAP  
25 with self-effectuating penalties; is that correct?

1           A.    I don't know how that could happen, because  
2           you just wouldn't -- if you didn't like a condition  
3           you wouldn't go ahead with the merger.

4           Q.    And then so you would agree with me, then,  
5           that if this Commission were to entertain your APAP  
6           concept and force self-effectuating penalties without  
7           the Joint CLECs' consent -- I mean the Joint  
8           Applicants' consent, it would be the first state  
9           commission to do so?

10          A.    No, I, I mean, there's -- no, I don't agree  
11          with, I don't agree with that -- with the way you're  
12          posing that question.

13          Q.    All right.

14          A.    I think I've made it clear.

15          Q.    Let's move on then. Now, in preparing for  
16          your APAP concept you worked very hard on that plan,  
17          didn't you?

18          A.    I mean, I -- yeah. I work hard on everything  
19          I do, so I'm not sure what "very hard" means.

20          Q.    Okay. Well, you tried to be very precise in  
21          putting together that plan, correct?

22          A.    I tried to put something specific together  
23          that could be analyzed, criticized, hopefully talked  
24          about. We could try to come to some resolution to  
25          find a way to assure wholesale service quality. I

1 thought if I put something specific on the table, that  
2 would facilitate the process.

3 Q. And you did a lot of research and analysis  
4 for it; is that correct?

5 A. I don't know that I did -- I don't know what  
6 you mean "research and analysis." I didn't, I didn't  
7 run any numbers, if that's what you're talking,  
8 because I don't really know what post-merger  
9 performance is.

10 I -- what I looked at was seeing how -- the  
11 question we really asked ourselves is, What can we put  
12 in place to try to assure that performance doesn't  
13 deteriorate after the merger?

14 And so we took, I mean, the analysis was  
15 really how do the current QPAPs work, and is there  
16 things that we -- and how do the current PIDs work.  
17 And can we use that information, you know, in a way to  
18 compare pre-merger and post-merger performance.

19 So I'm not sure what you mean by "research  
20 and analysis," but, you know.

21 Q. Okay. I'm not trying to make this difficult.  
22 I'm just -- I'd like you to just confirm that you --  
23 let's just say you chose and put together your  
24 measures very carefully, didn't you?

25 A. Yes.

1 Q. And you established the standards for the  
2 plan very carefully? I mean, when you looked at the  
3 standards that you wanted to do, you were deliberate  
4 about that process?

5 A. I was deliberate. And I, I mean, I used the  
6 same process that was used in the QPAP. So I didn't  
7 try to, I didn't try to create something new, or  
8 correct problems that I thought already existed in the  
9 QPAP.

10 I used kind of what has been there and what  
11 parties have been using for, you know, for a number of  
12 years in the QPAP. That kind of process to measure  
13 whether there was a change in service quality. Or a  
14 difference, I should say, in service quality.

15 Q. Okay. And when you put together your 18-page  
16 proposal you chose your words, and definitions, and  
17 terms -- and conditions very carefully, didn't you?

18 A. Yes, I chose them carefully. And al -- but a  
19 lot of them I took as much as possible, just the words  
20 and kind of the methodology, right out of the QPAP. I  
21 was trying to minimize the creation of, you know,  
22 something new. And trying to use what we already had  
23 in place and just apply it in a slightly different  
24 manner.

25 Q. And you wanted to make sure that this plan

1 would measure what you testified to as performance  
2 deterioration or performance degradation as a result  
3 of the merger, didn't you?

4 A. That's correct.

5 Q. And now, throughout your testimony you seemed  
6 to interchangeably use the terms "performance  
7 deterioration" and "performance degradation." But we  
8 can agree here that both terms mean roughly the same  
9 thing; is that correct?

10 A. That's correct.

11 Q. Okay. So I can refer to either term and  
12 we'll know what we're talking about?

13 A. Yes.

14 Q. But you never defined the terms "performance  
15 deterioration" or "performance degradation" in your  
16 APAP plan, did you?

17 A. No, I think they are defined by the  
18 statistical test that would apply to pre-merger and  
19 post-merger performance. And I think it's  
20 determined when there's a significant deterior -- I  
21 mean, "deterioration" just means "decline."

22 But the test in the APAP is when there's a  
23 statistically-significant deterioration, then a remedy  
24 payment would kick in. And I think those are very  
25 clearly defined.

1 Q. In fact, sir, you've never even used the  
2 terms "performance deterioration" or "performance  
3 degradation" in the APAP? I mean, I did a search and  
4 I couldn't find them.

5 A. Oh, that's quite possible.

6 Q. Okay. But when you went about drafting the  
7 APAP you were careful with it and wanted to make sure  
8 that you got it right for the right public policies,  
9 correct?

10 A. Right. I wanted to put a proposal forward  
11 that would incent wholesale service quality  
12 post-merger. Make sure that the Company had the  
13 incentives to respond to deteriorations in wholesale  
14 service quality in a timely manner.

15 And using data that was already available and  
16 already out there to compare what was pre-and-  
17 post-merger wholesale service quality.

18 Q. Okay. And in that process when you put  
19 together the APAP concept you wanted to measure two  
20 things: You wanted to measure whether there was  
21 performance degradation or performance deterioration  
22 after the merger, and two, that such performance  
23 degradation was a result of the merger; is that  
24 correct?

25 A. Well, I didn't, I didn't attempt to

1 measure -- to directly measure whether it was a result  
2 of the merger. But I did include provisions in the  
3 QPAP that are -- like the *force majeure*-type  
4 provisions that are in some of the QPAPs that would --  
5 which would basically say if the Company can come  
6 forward and say, Look, this was a result because of  
7 really bad weather, that they wouldn't have to make a,  
8 you know, a payment in that regard.

9 Or if this is a result of a work stoppage.  
10 So that they would kind of have that opportunity to  
11 come forward and show why, why performance degradation  
12 was not, you know, was not a result of the, of the  
13 merger. But I didn't, I didn't specifically -- I'm  
14 using the data that exists today.

15 So I didn't specifically measure, you know,  
16 to say this is directly a result of the merger. But  
17 we've had a -- over a period of time we've seen -- I  
18 mean, Qwest's performance has slightly improved over a  
19 period of time.

20 And if it suddenly declined after the merger  
21 I would certainly, I would certainly -- that would be  
22 the first place I would look, is the -- and I would  
23 expect that it would be a result of the merger.

24 Q. So in essence you're trying to shift the  
25 burden, then, that if there's any kind of service

1 degradation, whether it's related to the merger or  
2 not, Qwest and -- or the post-merger company would  
3 have to come back and prove that it wasn't the result  
4 of the merger; is that correct?

5 A. And that's an important point. I think  
6 clearly, clearly we think the burden should be on the  
7 Joint Applicants regarding the wholesale service  
8 quality. The burden -- because of their merger the  
9 burden shouldn't be shifted to -- somehow to CLECs to  
10 have to come in and demonstrate, you know, demonstrate  
11 this.

12 The CLECs didn't ask for the merger, the  
13 Joint Applicants did. And so I think it's appropriate  
14 that the burden be on the Joint Applicants.

15 Q. Well, sir, you would agree with me that there  
16 could be performance degradation post-merger and it  
17 may not be a result of the merger itself; is that  
18 correct?

19 A. Right. I think I just talked about a few of  
20 those. If some, you know, if something was weather  
21 related or you had a work stoppage. And we tried to  
22 account for those things by putting into the plan, you  
23 know, methods for the, for the Company to come in and  
24 say this wasn't a result of the merger.

25 We also put another provision in the plan



1 that's kind of called a "root-cause analysis" so you  
2 can say, Look, this PID's just not working as it was  
3 intended for this. And they can come to the, you  
4 know, kind of come to the Commission and say, We want  
5 to investigate this particular measure. It's not  
6 working as intended.

7 And the Commission would have the authority  
8 to change that or even eliminate that measure.

9 Q. So based on what you're telling us, then,  
10 you're telling us there is no component in the APAP  
11 that measures, either from a quantitative standpoint  
12 or a qualitative standpoint, whether any performance  
13 degradation is a result of the merger?

14 A. The -- right. It measures what -- it  
15 measures changes in performance pre-merger and  
16 post-merger. That's what we can see with the data  
17 that's out there.

18 Q. Now sir, you would agree with me ultimately  
19 that if there is not performance degradation at all  
20 post-merger there should not be any penalties,  
21 correct?

22 A. Correct. I agree.

23 Q. And it wouldn't be --

24 A. With regard --

25 Q. I'm sorry.

1           A.     Sorry. Just to clarify. With regard to the,  
2     I mean, the additional performance assurance plan. I  
3     mean, the QPAP is a different, different standard by  
4     which if you -- you know, which measures the -- kind  
5     of your parity. Which I think is the word you used  
6     before.

7                     And so there could be payments in that regard  
8     if you don't meet those standards.

9           Q.     I understand. Because it wouldn't be fair to  
10    penalize the merged company if there was no  
11    performance degradation at all post-merger, correct?

12           A.     Right.

13           Q.     And in order to impose penalties in the PAP  
14    you would need not only performance degradation, but  
15    also that such performance degradation was actually a  
16    result of the merger?

17           A.     I mean, I think the presumption, the  
18    presumption should be that -- and this is what we  
19    talked about as the burden of proof, is the  
20    presumption should be if there's a deterioration in  
21    whole -- a significant deterioration in wholesale  
22    service quality post-merger, the presumption should be  
23    that it's a result of the merger. And it should be --  
24    the burden should be on the Company to demonstrate  
25    that that's not the case.

1           Q.    Sir, and ultimately if your APAP did result  
2           in penalties when there was no performance  
3           degradation, you agree with me that the APAP would not  
4           have served its essential purpose; is that correct?

5           A.    Well, that's not, I mean, that's not  
6           necessarily correct.  The goal of the APAP isn't the  
7           result you mentioned there.  But the goal is to incent  
8           performance to make sure that, to make sure that you,  
9           I mean, you have that incentive to perform pre-merger  
10          and post-merger.

11                   And to get a little into some of the  
12          statistics, every time you do a statistical test  
13          there's two types of errors that occur.  There's  
14          Type 1 errors, which is kind of a false positive, and  
15          there's Type 2 errors, which is, I guess that's the  
16          false negative.

17                   And what Mr. Duarte is talking about is  
18          Type 1 error, which is the case where you find there's  
19          a degradation when it didn't exist.  And that's a  
20          possibility when you do statistical measures.

21                   But he's -- what he's not mentioning, there's  
22          another type of errors where performance did  
23          deteriorate, but because you put in these stringent  
24          statistical tests you didn't count it as a  
25          deterioration because it didn't, it doesn't pass over

1 that threshold. And that's a Type 2 error.

2 And any type of statistical analysis you do  
3 is a balance between Type 1 and Type 2 errors. And  
4 they always exist in any type of statistical analysis.  
5 And you can make the Type 1 error smaller, but by  
6 default then you make the Type 2 error bigger. And if  
7 you make the Type 2 error very small, then by default  
8 you make the Type 1 error bigger.

9 And what's why in statistics they usually use  
10 like that 95 percent threshold. That it's  
11 statistically significant, you know, to a 95 percent  
12 degree. So, I mean, just focussing on one side of the  
13 equation I think is a mistake.

14 Q. Mr. Denney, you're giving much too cred --  
15 much too much credit about what -- Type 1 and Type 2  
16 errors in my statistical analysis here.

17 My -- I don't think you understood my  
18 question, so I'm gonna just read it real slowly so  
19 that you can understand it, because it's very clear  
20 you didn't.

21 Ultimately, if your APAP did result in  
22 penalties when there was no performance degradation at  
23 all, you agree with me that the APAP would not have  
24 served its essential purpose?

25 A. No, I, I don't, I don't agree with that. And

1 that's not -- I mean, first, that's not the goal of  
2 the APAP isn't to cause penalties when there's not  
3 a -- when there's not performance degradation. But  
4 you could have a case where, you know, if the plan  
5 over-penalized, that doesn't mean the incentives  
6 aren't still for them to perform -- you know, to try  
7 to meet wholesale performance.

8 They may even be stronger to -- for the  
9 incumbent to try to even, you know, improve  
10 performance post-merger. But that's not the goal of  
11 the plan. I just disagree with the, you know, that if  
12 you made a payment sometimes when it wasn't necessary,  
13 that the plan wouldn't work. Because I think you  
14 could still -- it can still work.

15 That's just the -- that's not what we're  
16 trying to do with the plan.

17 Q. When you make a payment that you didn't have  
18 to, it doesn't mean the plan didn't work; is that what  
19 you said?

20 A. What I -- in response to your question was,  
21 Does that mean that you don't have the incentives to  
22 perform wholesale service quality?

23 And if you made a payment in some instances  
24 when there wasn't a deterioration but you also made  
25 payments when there was a deterioration, then I don't

1 agree that you don't have an incentive to provide  
2 wholesale service quality.

3           You just -- that's a Type 1 error. That's  
4 why I got in the discussion of Type 1 errors. And  
5 Type 1 errors is some -- is kind of this false  
6 positive. You measured an error -- you measured a  
7 performance degradation when one didn't exist.

8           Q. Well, let me ask you the flip side of the  
9 coin, then. So you're saying that the APAP would have  
10 served its essential purpose if the Joint Applicants  
11 would pay penalties despite the fact that there was no  
12 performance degradation, which is what you're trying  
13 to avoid to begin with; is that correct?

14           A. Well, you lost me on the question, but --

15           Q. Okay, I apologize.

16           A. It's like you started with something, and I  
17 didn't --

18           Q. Okay. I'll --

19           A. -- I didn't say it to start with, but.

20           Q. The flip side of the coin, then, is that  
21 you're saying that it's okay for there to be  
22 penalties, even if there was no performance  
23 degradation?

24           A. No, I'm not, I'm not saying that. And that's  
25 why, I mean, that's why we put this plan on the table

1 as we did. And why we even offered this additional  
2 language to try to get at the, you know, the big  
3 concern you had.

4 The goal -- that's not the goal of the plan.  
5 The goal of the plan is to try to incent performance.  
6 But that's why I got into this discussion about Type 1  
7 and Type 2 errors. Anytime you do a statistical test  
8 there are some instances where you err -- you make an  
9 error and you say there was a payment when it wasn't  
10 really justified.

11 There are also a lot of instances where there  
12 was a deterioration of performance and you never made  
13 a payment. And you can look in my -- in my direct  
14 testimony I had some kind of examples of some cases of  
15 how these PIDs would measure.

16 And you can see how much performance of --  
17 for some of these would have to deteriorate before a  
18 payment would kick in. So you could have like a  
19 50 percent deterioration in performance and maybe  
20 never make a payment because the statistical test is  
21 so stringent.

22 And that's why that's a Type 2 error. And  
23 any statistical test is a balance between those two  
24 things.

25 Q. Let's move on to the period of the APAP here.

1 The period of time that you use as the base period to  
2 determine if performance has degraded or deteriorated  
3 after the merger is the 12-month period prior to the  
4 announcement of the merger, right?

5 So in other words you're looking at -- you're  
6 comparing post-merger performance with the time period  
7 of May 2009 to April 1010; is that correct?

8 A. That's correct. And, I mean, we -- I chose  
9 that period as just a kind of a period that the -- no  
10 party would have any -- you know, it's kind of before  
11 anything took place. And no party would have any  
12 incentive to say, Oh, prior to the merger we can just  
13 put out really crummy performance, and then we'll be  
14 fine after the merger. And, you know, you can game  
15 the system.

16 So it's trying to set a time period which was  
17 in the, in the past, prior to the merger announcement  
18 date. So that you couldn't try to game, you know, the  
19 system prior -- you know, pre -- so your pre-merger  
20 performance is already set at that time.

21 Q. Since I don't think I'm gonna be able to have  
22 you agree that Qwest's performance during that time  
23 period was good, you'll at least agree that the  
24 penalties that Qwest paid during that time period were  
25 less than 20 percent of what they -- of what we paid



1 five years earlier, correct?

2 A. I, I mean, I didn't look at those numbers,  
3 so. But I think Qwest's pay -- Qwest's performance or  
4 the payments that they've made under the QPAP have  
5 declined over time. And I think that's because the  
6 QPAP has been very effective at incenting, you know,  
7 incenting performance.

8 Q. Well, you read Mr. Williams' direct  
9 testimony, did you not?

10 A. Yes, I did.

11 Q. And you saw that he said that the payments  
12 were in about the \$50,000 range, and it was less than  
13 20 percent of what it was in 2004; is that correct?

14 A. I don't recall that specific number, but that  
15 doesn't surprise me.

16 Q. Okay. Did you verify that?

17 A. No.

18 Q. Okay. Now, you compare a single month's  
19 performance post-merger with the 12-month average from  
20 May 2009 to April 2010, correct?

21 A. That's correct.

22 Q. And now Mr. Denney, again, I'm no  
23 statistician. And you gave me a lot more credit about  
24 Type 1 and Type 2, which I didn't follow. But even  
25 if -- even I know that comparing a sample of 1 month

1 to a sample of 12 months average can lead to disparate  
2 or inconsistent results, can't it?

3 A. That's not necessarily the case. I think  
4 they're -- I mean, part of the reason I did that  
5 comparison is the QPAP has something already similar  
6 in it. Where it compares, I believe it might be a  
7 six-month prior average to kind of a current, to a  
8 current month.

9 And the FCC had done something similar, where  
10 it compared -- for the Embarq-CenturyLink, where it  
11 compared a 12-month prior with a kind of a 3-month  
12 post. So I don't agree that it necessarily results in  
13 disparate remarks. One -- I mean, the problem if you  
14 just compared month to month, I think, then you much  
15 greater run that risk.

16 So I was trying to get what's your overall  
17 average performance. Which should account for, you  
18 know, if you had months that were really good or  
19 months that were really bad, you'd capture on average  
20 what was your performance in that year prior. And  
21 that's what we were trying to compare it with.

22 Q. Let's talk about that, Mr. Denney. Can you  
23 go to page 16 of your surrebuttal testimony? Lines 1  
24 through 2, please? Now, you say that:

25 "Comparing monthly performance to an

1 average performance over multiple months  
2 is common in Qwest's performance  
3 assurance plans."

4 Is that what you said?

5 A. Yes.

6 Q. And you drop down to a footnote in --  
7 Footnote 41 on that page, and you say: "See, for  
8 example, Exhibit K of the Qwest Utah SGAT." Which is,  
9 of course, the Utah PAP; is that correct?

10 A. Well, the Utah SGAT isn't the Utah PAP. But  
11 I did -- but I'm referencing the Utah PAP.

12 Q. Right. Well, Exhibit K -- I'm sorry.

13 A. Right.

14 Q. Okay. So we took -- you're referencing the  
15 Utah PAP, correct?

16 A. Correct.

17 Q. But in fact the Utah PAP doesn't have the  
18 provision that you're talking about, does it?

19 A. I thought that it, I thought that it did.  
20 That I went through and, through and checked that.

21 Q. Isn't it true that this is a holdover from  
22 your testimony in Minnesota?

23 A. I mean, I did, I did look at that case in  
24 Minnesota as well. But I thought I went through and  
25 verified that the Utah PAP did that. But quite a few

1 of the Qwest PAPs do that in the -- in its  
2 territories. And I didn't bring the Utah, Utah PAP  
3 with me, but.

4 Q. And how many are "quite a few"?

5 A. Well, I know, I know at least Minnesota does.  
6 I believe that, you know, Colorado did. I think  
7 that -- I think others may have done that at some  
8 period of time as well. Used that six-months average.

9 Q. And you'll agree with me that it is only  
10 Minnesota and Colorado that do that?

11 A. Well, I wouldn't -- I'd have to look at each,  
12 each PAP to determine that.

13 Q. So you don't know?

14 A. Right.

15 Q. So the only ones you do know are Colorado and  
16 Minnesota, but you said that these things are common;  
17 is that correct?

18 A. Right.

19 Q. And you cited the Utah one, but you didn't  
20 even check the Utah one to see if that was in that  
21 plan?

22 A. Right. My intent was to -- that I went  
23 through and checked that. But if I -- you know, and I  
24 don't have the Utah PAP here in front of me. But it  
25 is a provision that's used in some of the PAPs. And

1 as I explained, was used in the FCC, you know, with  
2 the CenturyLink-Embarq merger.

3 Q. Well, you don't say that in your testimony  
4 here.

5 A. No. I said it right now, just a minute ago.

6 Q. Okay. So, but I just want to confirm that  
7 you did not look at the Utah PAP when you prepared  
8 this testimony to make this statement?

9 A. Well, I, I don't have the Utah PAP in front  
10 of me, so I -- so first I'd have to go through and  
11 confirm. But I did go through the Utah PAP when I  
12 prepared this testimony.

13 Q. And --

14 A. Is it possible that I missed this reference?  
15 That's possible. But I'd have to look at the Utah PAP  
16 to confirm that. But I did go through that PAP  
17 preparing this testimony.

18 Q. You'd agree with me that there can be wild  
19 fluctuations in one month compared to a 12-month  
20 period, correct?

21 A. What type of fluctuations?

22 Q. Well, there could be, you know, unusual  
23 fluctuations in one month compared to when you look at  
24 something spread over a 12-month period.

25 A. I mean, I agree, a single month's performance

1 can be different than a 12-month average.

2 Q. Well, let's cut to the chase then. Some  
3 months can be higher and some months can be lower?

4 A. Right.

5 Q. Okay. And that's why statisticians like to  
6 use a larger sample than a smaller sample to get a  
7 more accurate result, correct?

8 A. I mean, that's one benefit of a larger  
9 sample. That's correct.

10 Q. So, for example, let's say that because of  
11 snowy weather in Northern Utah in January, January is  
12 a really bad month. And thus the APAP results for  
13 that month are really bad. Now, suppose that after  
14 January things settled for the rest of the year.

15 You'd agree with me that the average for the  
16 whole year would be more indicative of Qwest's  
17 performance than the results in that one bad month of  
18 January?

19 A. And that, I mean, that's the reason we put in  
20 the *force majeure* provisions -- that don't exist in  
21 every state PAP -- is to say, Here there is a reas --  
22 here is a reason, like bad weather, that we shouldn't  
23 have to make that payment this month. That's why we  
24 put that into the plan.

25 Q. Well, and it doesn't have to be something

1 severe like bad weather. I mean, let's put it this  
2 way. Suppose you play golf, and your average is 90.  
3 And you only golfed ten times in the whole year, and  
4 then half your scores were 85 and half were 95.

5 You agree with me that it wouldn't be fair to  
6 penalize you for the five rounds where you shot 95,  
7 but not get credit for the five rounds where you shot  
8 85; correct?

9 A. Well, I don't necessarily agree with that,  
10 and I think that's why we do statistical tests. But  
11 that is one of the complaints you've made that we've  
12 tried to address with this additional language saying,  
13 Let's create this kind credit, a buffer zone, to  
14 account for that very problem you're raising.

15 Because this shouldn't be the fight we're  
16 having about this. We're -- the Company's been  
17 promising wholesale service quality, and we're trying  
18 to find a way to kind of put something in place that  
19 puts some meat around those assurances.

20 And so we're willing to -- we've been willing  
21 to talk about these plans in discussions. And we've  
22 tried to put something forward that resolves that  
23 concern of yours.

24 Q. Sir, let's get to the penalties under the  
25 APAP, please. You agree with me that if there is

1 performance deterioration or performance degradation  
2 as a result of the merger, Qwest would have to pay  
3 penalties to CLECs like Integra, correct?

4 A. If there's statistically-significant  
5 differences in post-merger performance to pre-merger  
6 performance under the APAP as written here, Qwest  
7 would pay penalties to -- kind of a remedy payment to  
8 the CLECs.

9 Now, with the new proposal that I put forth,  
10 that may not be the case. Because you have a kind of  
11 a, what I call the "remedy credit" kind of built in  
12 there before you would make a payment.

13 Q. And you just said "significant," but  
14 significant is not defined in the APAP, is it?

15 A. Well, I mean, it is in a sense, because  
16 that's what -- when you do a statistical test that's  
17 what the statistical test is trying to capture is a  
18 significant change in the -- or a significant  
19 difference in the things that you're comparing.

20 And so the term "significant" may not be used  
21 in the, you know, in the APAP, but I'm using it in  
22 the, basically the statistical sense, saying we're  
23 doing a test to see whether performance has  
24 significantly changed pre- and post-merger.

25 Q. So it's defined, in a sense; is that what



1 you're saying? In a sense?

2 A. No, it's defined in there as the -- it's  
3 defined as a statistical -- form of a statistical  
4 test. Significant in a statistical -- in statistics  
5 means, it basically means a statistical test to  
6 determine whether you're, you know, kind of beyond a  
7 threshold that would require a remedy.

8 Q. And indeed, these penalties can be very  
9 substantial, can't they?

10 A. The greater the deterioration in performance,  
11 the greater the payments can be. And the longer that  
12 it takes to fix performance, the payments escalate  
13 kind of over time when, when you don't fix  
14 performance.

15 Q. Let's go to page 11 of your APAP proposal,  
16 Exhibit 1.1. And specifically Section 13.9. I see  
17 that you took out 13.8; is that correct?

18 A. That's correct.

19 Q. Okay. And according to Section 13.9, the  
20 penalties can exceed \$3 million in only one month; is  
21 that correct?

22 A. Right. And this -- I took this section out  
23 of the, out of the QPAP. And, you know, I can't  
24 figure out how you can get to that 3 million. But  
25 this is one of those things where I actually debated

1 whether to delete that provision entirely.

2 Then I thought the Company would come in and  
3 complain there were no caps on payments, so I just  
4 left in the payment caps that existed in the current  
5 QPAP.

6 Q. And under this provision, sir, that would be  
7 up to \$3 million in one month -- or could exceed  
8 \$3 million in one month to only one CLEC, like  
9 Integra; is that correct?

10 A. That is, that is correct. But I can't figure  
11 out how you can get to that level like in a single  
12 month under this.

13 Q. And the concept of the APAP is that these  
14 penalties are essentially liquidated damages. Such  
15 that a CLEC does not have to prove any harm to it as a  
16 result of service degradation as a result of the  
17 merger; is that correct?

18 A. No, I don't think I agree with that. I think  
19 the purpose is really to set up a, you know, kind of  
20 set up a way that incents performance that it does  
21 make a remedy payment to the CLEC. I don't know if I  
22 would say it's liquidated -- go so far as to say it's  
23 liquidated damages.

24 Q. But sir, doesn't your APAP talk about  
25 liquidated damages all over the plan?

1 A. For example?

2 Q. Okay. If you want me to go look through it  
3 we'll -- it'll take me a minute here, but. I wish I  
4 had my computer where I could do a global search.

5 (Pause.)

6 Q. (By Mr. Duarte) Thirteen dot four, the  
7 implementation of these enforcement terms -- actually,  
8 I'll have you read it instead. Thirteen dot four on  
9 page 10?

10 A. Right. That's the -- that's one provision I  
11 was looking at here.

12 Q. So these -- well, how about 13 -- why don't  
13 you just read it for the record so the record is  
14 clear?

15 A. All right. Well, it says:

16 "The implementation of these  
17 enforcement terms, and specifically  
18 Qwest's payment of any 'liquidated  
19 damages' hereunder, will not be  
20 considered as an admission against  
21 interest or an admission of liability in  
22 any legal, regulatory, or other  
23 proceeding relating to the whole or in  
24 part of the same performance."

25 And --

1 Q. And 13 -- I'm sorry, I didn't mean to  
2 interrupt you.

3 A. And then 13.4.1 just talks about kind of what  
4 you can use with this evidence. I mean, what you can  
5 use with the evidence kind of out of the QPAP.

6 But, I mean, the way I've read these  
7 provisions is that, is that if you went to court to  
8 try to obtain kind of liquidated damages for a, you  
9 know, for this, that these payments aren't -- if I say  
10 this correctly -- that this can't really be considered  
11 as evidence of, you know, in a court case of whether  
12 there was harm or something -- you know, direct harm  
13 to the CLEC. That's the way I kind of read these  
14 provisions in here.

15 Q. So you didn't quite understand what was meant  
16 by "liquidated damages"?

17 A. No, I think I know the term. It's using  
18 liquidated damages in quotes, which I take to mean it  
19 doesn't mean exactly liquidated damages. It's  
20 saying -- kind of saying, Well, you know, for lack of  
21 a better term, liquidated damages.

22 But I don't think -- I mean, in my mind --  
23 and I'm not an attorney, as you know. I mean,  
24 liquidated damages, to me, would be more of a -- more  
25 of something to say, Here is like the direct harm that

1 I, you know, I incurred as a result of these, you  
2 know, as a result of bad performance. And here,  
3 here's kind of the amount of that.

4 And the PAP doesn't try to get at direct harm  
5 to a CLEC. I mean, I think the PAP -- both the QPAP  
6 and the APAP I suspect would be greatly under -- you  
7 know, underestimate the direct harm that comes from  
8 poor wholesale service quality.

9 Q. And based on how you prepared this  
10 testimony -- this plan, why don't you read the first  
11 sentence of 13.5?

12 A. "By incorporating these liquidated  
13 damage terms into the APAP, Qwest and  
14 CLEC, by accepting this APAP, agree that  
15 proof of damages from any nonconforming  
16 performance measurement would be  
17 difficult to ascertain and, therefore,  
18 liquidated damages are a reasonable  
19 approximation of any contractual damages  
20 that may result from nonconforming  
21 performance measurement."

22 Q. And sir, according to Section 13.9 of the  
23 APAP proposal, only when the payments exceed  
24 \$3 million in one month to one CLEC can Qwest come to  
25 this Commission to ask that its liability that month

1 be kept to \$3 million; is that correct?

2 A. Well, I mean, I don't agree with that,  
3 because there are provisions in the PAP that allow  
4 Qwest to come, to come to the Commission well before  
5 you got to that. Because they're the provision -- the  
6 *force majeure* positi -- provisions that we've talked  
7 about previously, which are in -- let's see what  
8 section those were in.

9 That's in Section 13.3. And then the  
10 provision about the root cause, which is in  
11 Section 16.1.1, a request for root cause analysis.  
12 You -- there's nothing that says you have to wait till  
13 it gets to \$3 million to do those, to do those  
14 sections.

15 And if that's the concern with the plan we  
16 can write that in specifically that you don't need to  
17 wait till it gets to the, to the 3 million to do that.

18 Q. So we can do that now, then, you're saying?

19 A. Right.

20 Q. We can change it? Okay. And earlier you  
21 said that you couldn't see how that could ever happen,  
22 \$3 million to one CLEC. So really this provision is  
23 meaningless, because you're saying it'll never get to  
24 that point where one CLEC has the -- where one CLEC is  
25 owed \$3 million for one month, and therefore Qwest has

1 the opportunity to come to the Commission to get  
2 relief; is that correct?

3 A. Well, I agree that you're not gonna get to  
4 3 million for a single CLEC.

5 Q. Okay.

6 A. I mean, that's not gonna happen. And that  
7 was kind of the debate -- that's why I thought about  
8 taking it out of there, you know, in the beginning.  
9 But then I was afraid you would complain that there  
10 was no cap in there and that I remove, somehow, the  
11 cap from the CPAP. And we'd be having a different --  
12 from the QPAP and we'd be having a different  
13 discussion today.

14 Q. And if this paragraph was ever invoked you  
15 would agree with me that the obligation to pay the  
16 amount in excess of \$3 million in one month to one  
17 CLEC is not suspended while Qwest is making that  
18 request to the Commission, correct?

19 A. That's correct.

20 Q. And now, I think we agreed that there were --  
21 or at least you didn't dispute that there were 46  
22 CLECs in Utah that have the QPAP in their  
23 interconnection agreement?

24 A. I agree that I -- that was in Mr. Williams'  
25 testimony.

1 Q. And you would expect that a similar number of  
2 CLECs would opt into the APAP in their interconnection  
3 agreements if this Commission were to impose this,  
4 correct?

5 A. Yes.

6 Q. And any APAP penalties would be in addition  
7 to the penalties of the QPAP; is that correct?

8 A. That is correct.

9 Q. So a CLEC would recover twice?

10 A. No, that's incorrect. It's -- the plans are,  
11 the plans are completely different. They're measuring  
12 different, different things.

13 Q. But a CLEC would recover both the -- any  
14 payment under the APAP and would also recover under  
15 the QPAP, correct?

16 A. Right. The QPAP and APAP are different, are  
17 different plans, applying different standards and  
18 different tests.

19 Q. I understand.

20 A. They both, they both are intended to exist.

21 Q. Right. So if a CLEC -- if I'm a CLEC and I  
22 decide to adopt both the QPAP and the APAP, I get the  
23 penalties that I would be entitled to under the  
24 statistical analysis under both plans, correct?

25 A. Right. You have your 271 protection against



1 nondiscrimination in the QPAP. You have your kind of  
2 additional PAP protection for the merger of not  
3 decreasing wholesale performance, you know,  
4 post-merger. They're two different --

5 Q. So ultimately when Qwest sends me a check  
6 they're gonna send me a check for both the APAP and  
7 the QPAP is what I'm trying to get at.

8 A. Yeah, but I'm -- the reason I disagree with  
9 that is because it -- you could -- you may be -- if  
10 your retail and wholesale service quality both decline  
11 you may never make a -- you may not make a payment  
12 under the QPAP but you still could make a payment  
13 under the APAP.

14 So I don't agree you're getting a check for  
15 both, both things. You don't always even make  
16 payments under the, you know, under the QPAP. So you  
17 don't -- that's not necessarily the case. The plans  
18 are, the plans are separate. And they measure two  
19 different things. And they both would exist. I agree  
20 with that.

21 Q. Okay. And so it's very possible, in fact  
22 likely, that for the same month a CLEC would get  
23 different payments under both plans, correct?

24 A. Well, I hope it's not that likely, because  
25 the Company's been talking about how wholesale service

1 quality isn't going to deteriorate post-merger.

2 Q. If it's invoked, Mr. Denney. If it's  
3 invoked, Mr. Denney, you agree with me that the CLEC  
4 would recover penalties under both the APAP and the  
5 QPAP?

6 A. Right. And I agree, I agree that they're two  
7 separate plans that measure two different things. And  
8 they could both result in, in a payment based on a  
9 different methodology. A different measurement.

10 Q. Mr. Denney, you didn't do any statistical  
11 analysis of what the Company would pay in penalties  
12 under your APAP proposal if, in the 12 months after  
13 the merger closed, Qwest's performance was exactly the  
14 same as it was from May 2009 to April 2010, did you?

15 A. I did not.

16 Q. You didn't do that for Utah and you didn't do  
17 it for Minnesota, correct?

18 A. That's correct.

19 Q. And you didn't do it for any state?

20 A. That's correct.

21 Q. So you prepared this APAP with significant  
22 potential penalties, but without trying to even  
23 determine what the impact would be if the merged  
24 Company's performance in the 12 months post-merger was  
25 exactly the same as Qwest's performance from May 2009

1 to April 2010?

2 A. I mean -- and this is what I talked about in  
3 my opening statement, is that I didn't do that  
4 analysis. It should be a non-issue. And I think  
5 we've offered up language to try to make that a  
6 non-issue to say, Here's what we would do, here's what  
7 we would do to try to remedy that concern.

8 Because I don't think that's a legitimate  
9 concern to get out of having to provide quality  
10 wholesale performance post-merger.

11 Q. But sir, you would agree with me that if  
12 Qwest's performance -- or I should say the merged  
13 company, CenturyLink's performance in the 12 months  
14 after the merger closes is exactly the same as Qwest's  
15 performance from May 2009 to April 2010, there has  
16 been no service -- or I'm sorry, performance  
17 degradation or performance deterioration, correct?

18 A. If performance is the same post-merger,  
19 right?

20 Q. Yes, sir.

21 A. Yes, I agree, that's not a deterioration in  
22 performance.

23 Q. Okay. And you would agree with me that under  
24 your APAP proposal, and in any state, even if the  
25 Company's service performance indeed stayed exactly

1 the same in the first 12 months of the plan as it was  
2 from May 2009 to April 2010, the combined company  
3 could still have to pay penalties, correct?

4 A. I mean, that, that's the claim you've made.  
5 And I, I haven't seen, I haven't seen the details of  
6 that, so I don't, I don't agree with that at this  
7 time.

8 And, because we don't think that's a concern,  
9 we put language to -- we've offered up language to go  
10 around that and say, Let's not, let's not even argue  
11 about that point because that's silly.

12 We're trying to get at a way to measure  
13 pre-merger and post-merger performance that will  
14 incent the Company to perform. And so we've  
15 written -- tried to offer up some language to get  
16 around that concern that you've raised.

17 Q. Mr. Denney, you can't show the Commissioners  
18 here that if service performance stays exactly the  
19 same 12 months after the merger as Qwest's performance  
20 in April 2009 -- I'm sorry, May 2009 to April 2010,  
21 that there will not be penalties. You can't show --  
22 you can't prove that to the Commissioners, can you?

23 A. Right. I think you asked me if I did that  
24 analysis already, and I said I had not done that  
25 analysis.

1 Q. And you have access to all the data to do  
2 that analysis, don't you?

3 A. No, I don't. I only have access to my own  
4 Company's data. I can't run individual CLECs' --

5 Q. Okay.

6 A. -- information.

7 Q. But you can be able to do that for your  
8 company. You didn't do that analysis?

9 A. I did not, no.

10 Q. Now Mr. Denney, you were here yesterday  
11 afternoon when Mr. Williams was on the witness stand,  
12 weren't you?

13 A. Yes.

14 Q. And you heard him testify in his oral  
15 surrebuttal testimony that he did a statistical  
16 analysis of precisely that. A comparison that assumed  
17 the exact same performance levels for the first 12  
18 months after the merger closed with the period from  
19 May 2009 to April 2010. Do you recall that?

20 A. You mean the analysis that got stricken by  
21 the -- from the Commission?

22 Q. Well, the document got stricken but you heard  
23 his oral testimony, did you not?

24 A. I heard his claims, yes.

25 Q. Okay. And you heard him say that assuming

1 the exact same performance, Qwest would have to pay  
2 almost \$390,000, or more than 7 times what it paid in  
3 QPAP penalties during that same time period; is that  
4 correct?

5 A. I heard that's what he said.

6 Q. Okay. And if that's true, you would agree  
7 that that would be in addition to the approximately  
8 \$50,000 that Qwest did pay under the Utah QPAP last  
9 year?

10 A. I don't know what you mean by "addition."  
11 They're two separate, two separate plans.

12 Q. Right.

13 A. So it's not one -- they're two separate  
14 payments.

15 Q. Well, sure.

16 A. Two separate plans.

17 Q. Sure. If the performance -- last year Qwest  
18 paid about \$50,000, based on the analysis from the  
19 12 months that we're talking about. If the exact same  
20 performance happened next year, wouldn't, under the  
21 QPAP, the amounts be the same?

22 A. What -- you lost me on that question.

23 Q. Okay. You know, that was a bad question.  
24 And I'm almost done here, so.

25 If it is true -- what Mr. Williams said --

1 that for the 12-month period that we're talking about  
2 Qwest paid approximately \$50,000 in QPAP penalties,  
3 and if you assume that Qwest has exactly the same  
4 performance in the first 12 months after the merger  
5 closes, you would expect that the QPAP penalties would  
6 be the same approximately \$50,000, correct?

7 A. That's correct. The --

8 Q. So --

9 A. -- the parity measure -- the plan that  
10 measures parity, you know, would produce about the  
11 same -- would produce the same. If the performance  
12 was the same, CLECs were the same.

13 Q. We're assuming exactly the same, month by  
14 month --

15 A. Right.

16 Q. -- CLEC by CLEC, exactly.

17 A. You know it doesn't happen that way, right?

18 Q. Okay. I think I can agree with you on that  
19 one.

20 So, so if there was both payments under the  
21 Q -- the APAP and the QPAP, those would both be paid  
22 by Qwest, right? The 50,000 plus the 390 that he  
23 testified about?

24 A. Right. They're two completely separate  
25 plans. One -- they measure two different things. The

1 standards are two different, two different things.

2 MR. DUARTE: Your Honors, I have no further  
3 questions.

4 CHAIRMAN BOYER: Thank you, Mr. Duarte.

5 Mr. Peña, are you gonna have cross  
6 examination of this witness?

7 MR. PEÑA: No questions.

8 CHAIRMAN BOYER: Commissioner Allen?

9 COMMISSIONER ALLEN: Quick question. Thank  
10 you, Mr. Chairman.

11 Mr. Denney, I'm just kind of curious. In  
12 your experience have you dealt with other mergers in  
13 your career? Have you had to deal with post-merger  
14 quality degradation in the companies that you've  
15 actually worked with?

16 THE WITNESS: I -- the most that I've done  
17 that with is just the most recent Verizon-Frontier  
18 merger. And that has been, has been kind of a  
19 concern. And we've -- we tried to address that  
20 concern, though, prior to the merger, but we didn't  
21 have all these performance measures in place.

22 And then post-merger we have had, you know,  
23 some issues that we've tried to work with, you know,  
24 work out with the Company. I think we may have had to  
25 go to the FCC a couple times for that. And so kind of



1 what we were looking for here is trying to have a more  
2 proactive mechanism in place that would resolve these  
3 issues.

4 COMMISSIONER ALLEN: So there were  
5 performance assurance plans in place, and they failed  
6 to --

7 THE WITNESS: Right. Well, the -- and that  
8 was the problem kind of in the Verizon-Frontier, there  
9 weren't really those plans and measurements like fully  
10 in, fully in place. So we didn't have the same types  
11 of plans that exist for Qwest.

12 Those companies didn't -- they're not, you  
13 know, RBOCs, so they didn't, you know -- regional  
14 telephone companies, so they didn't fall under that  
15 section of the Act that would require them going  
16 through that 271 approval process.

17 So they didn't get all the detailed plans  
18 that got put into place for Qwest, so you didn't have  
19 the data kind of to start with when you were going  
20 through those. So it made some of these -- it adds  
21 another element to the debate, because now you're not  
22 even agreeing on the set of data that you're kind of  
23 looking at when you're trying to resolve some of these  
24 issues.

25 COMMISSIONER ALLEN: So in your experience is

1 it -- well, I realize that these performance assurance  
2 plans have certain provisions of when commissions can  
3 be contacted, those types of things.

4 But in your experience would it be  
5 overly-challenging or a burden to approach a  
6 Commission and say that the existing QPAP, for  
7 instance, is not working well, or that -- do you feel  
8 that there would be restrictions on access to perhaps  
9 a new docket if you felt that there were severe  
10 experiences after a merger -- post-merger degradation?

11 THE WITNESS: Right. I mean, I think that  
12 is, I mean, that is something that the CLECs could,  
13 you know, could do. But those types of endeavors tend  
14 to be, you know, tend to be incred -- big -- tend to  
15 grow into incredible expense.

16 And they tend to shift the burden on  
17 behalf -- on the CLEC to, as a result of the merger,  
18 kind of to show performance degradation, you know.  
19 Rather than kind of putting the burden on the merged  
20 company, which has made kind of this commitment to,  
21 you know, to their value of wholesale service quality.

22 And I know cases that we've gotten into over,  
23 you know, over ICA provisions or other things that  
24 cost us tens of thousands of dollars. And then they  
25 get appealed, they go on and kind of on.

1           So resolution on matters -- I'm thinking of a  
2 docket that we opened maybe three years ago in Arizona  
3 regarding an ICA -- a complaint of an ICA provision.  
4 That it's still not really resolved because of the --  
5 because kind of the process that it takes to go  
6 through there.

7           And that was kind of, that was the idea I  
8 think initially behind the QPAP. And that was, you  
9 know, kind of having these automatic enforcement  
10 mechanisms in place so that you wouldn't have to drag  
11 the Commission in for these -- for every little thing.

12           But it has provisions in there that say --  
13 for any -- either party to come in and say,  
14 Commission, this isn't working as we intended. Look,  
15 we're making these payments where we clearly shouldn't  
16 be making them. Commission, put a stop to those  
17 payments.

18           Those provisions are written into both the  
19 QPAP, you know, and the APAP. But the difference kind  
20 of is who has the burden to do that.

21           COMMISSIONER ALLEN: Okay, thank you.

22           CHAIRMAN BOYER: Mr. Denney, you heard  
23 described yesterday some of the challenges of  
24 integrating merged companies: Operating systems that  
25 might be different, personnel reassignments, trying to

1 capitalize or monetize synergies, and all sorts of  
2 things.

3           Wouldn't it be normal in a merger situation  
4 to expect some sort of confusion, or slippage, or  
5 disruption during that period of time?

6           THE WITNESS: Right. And, I mean, I guess  
7 it's, it's normal to expect that. I mean, I think  
8 that that's the CLECs' -- that's what they're -- we're  
9 kind of worried about is how can we minimize that  
10 impact on our, on our business.

11           Because what you hear, I mean, what you hear  
12 from the Joint Applicants is kind of, Nothing's going  
13 to change. Nothing's going to change. And then they  
14 testify of all those things you just mentioned about  
15 everything is gonna change, and all the kind of  
16 benefits.

17           And the Joint CLECs I think and Integra just  
18 want to say, Let's try to set up some, you know, a  
19 series of conditions that kind of protect that  
20 wholesale business, which is dependent on, you know,  
21 directly on your network, to the extent, you know, to  
22 the extent that we can.

23           CHAIRMAN BOYER: Well, I understand your  
24 desire -- the Joint CLECs' desire to have some form of  
25 metrics to measure the, you know, post-and-pre-

1 performance level and that sort of thing.

2 I'm just asking, wouldn't it be typical in a  
3 merger situation to experience these sorts of things  
4 in the shorter term? Wouldn't it be more appropriate  
5 to measure performance on a longer term?

6 THE WITNESS: And, well, you know, I'm not  
7 sure that I agree that those things have to happen in  
8 the short term. I think you can, you know, if you do  
9 kind of manage your integration plans appropriate and  
10 you take, you take kind of the steps necessary, you  
11 can eliminate some of those problems.

12 Like OSS, you know, that's why I think we  
13 proposed kind of third-party testing on the OSS  
14 systems. Let's get all those kinks worked out before  
15 it actually gets put into production.

16 And so, you know, I think adequate training  
17 of employees. Making sure that you're, you know, when  
18 you do integrate workforce that are maybe serving out  
19 in the, you know, call centers, or provisioning loops,  
20 or other types of services, that they're adequately  
21 trained before they go in there. That they understand  
22 the new systems that they're using when they do these  
23 beforehand.

24 I think you can get rid of a lot of those  
25 problems. And that's what I -- a lot of the

1 conditions are to try to incent that -- kind of incent  
2 that behavior to not to have those problems show up,  
3 you know, and impact CLECs, which impacts their  
4 customers in Utah. And all customers in Utah, really.

5 CHAIRMAN BOYER: So in your view is any  
6 change a significant change? Based on your  
7 statistical analysis and the way you've designed the  
8 APAP?

9 THE WITNESS: Not any, no.

10 CHAIRMAN BOYER: What are the -- what kind of  
11 bands do you have around the performance levels?

12 THE WITNESS: It's really -- the statistical  
13 test we use is the same one kind of in the QPAP. And  
14 so it measures -- it's intended to try to get at kind  
15 of a 95 percent confidence around that the change was  
16 a significant difference.

17 And now we try to add in, you know, try to  
18 add in kind of some new protections in -- on top of  
19 that to say you won't even make, you know, payments  
20 until you hit this certain, this certain level. Kind  
21 of to raise -- to the concern that, you know, that the  
22 Company had raised.

23 Because we're not -- the CLECs don't want any  
24 money from this. We just want, we want wholesale  
25 service quality to maintain post-merger. And we want

1 the incentives in place not to, not to kind of obtain  
2 your synergy at the expense of wholesale service  
3 quality.

4 And that's what I hear the Joint Applicants  
5 saying is their intent. And so we're trying to find  
6 some mechanism in place that we can achieve that end.

7 CHAIRMAN BOYER: Okay, thank you.

8 Any redirect, Mr. Merz?

9 MR. MERZ: Just very briefly.

10 REDIRECT EXAMINATION

11 BY MR. MERZ:

12 Q. Mr. Duarte asked you some questions about  
13 forcing the APAP on the Joint Applicants. Is it the  
14 Joint CLECs' position that the Commission should force  
15 the APAP on the Joint Applicants?

16 A. No. I think that our position is that this  
17 ought to be a condition to the merger.

18 Q. You also had some discussion about this cap  
19 that is at Section 3.9. And you said that you can't  
20 figure out how you can get to that \$3 million. Would  
21 you just explain a little bit more about why you  
22 believe that?

23 A. Well, you can look at the -- I mean, one of  
24 the things you can look at is the volumes that a  
25 carrier has. And kind of what the payments would be

1 for, kind of for a miss in those volumes.

2 And the -- when these caps and things were  
3 put into place it was when they were expecting -- and  
4 UDP kind of still existed. So they were expecting,  
5 you know, the CLEC competition to take place over kind  
6 of the whole market. Including retail and -- I mean  
7 residential and business market.

8 And really what's happened, in part as a  
9 result of the FCC's orders on the availability of the  
10 Unbundled Network Element-Platform product, I mean,  
11 the -- you can't really -- most CLECs don't serve the  
12 residential market. They can't do that under the  
13 current -- new current pricing, so they're focused in  
14 the business market.

15 That's a lot smaller -- those are a lot  
16 smaller line counts. It's a much smaller segment of  
17 the whole market in Utah than what existed when they  
18 put these caps in place, which was looking at a large  
19 carrier serving across a large market.

20 Also like, I mean, I think Integra may be the  
21 largest, the largest CLEC in, you know, in Utah. I  
22 mean -- and we don't have the volumes that would  
23 gener -- could generate that type of a monthly  
24 payment.

25 And you can look over the whole history of



1 the, history of the QPAP as well and look at it's  
2 never -- that's never been -- we've never hit up  
3 against those volumes -- those numbers.

4 Q. Have the Joint Applicants ever proposed a  
5 different cap that should be included in the APAP?

6 A. No, they haven't.

7 Q. Have they proposed any language to address  
8 any of the concerns that they've expressed?

9 A. No. They've just proposed to delete the  
10 provisions regarding wholesale service quality  
11 assurance.

12 Q. At the beginning of your testimony today in  
13 your summary you discussed some additional language  
14 that was being proposed. Can you just explain the,  
15 again, the reason why you were proposing that  
16 additional language?

17 A. Well, I, I mean, I -- the reason is in --  
18 from the concerns that were raised by, you know, by  
19 Mr. Williams yesterday. You know, and that I think I,  
20 you know, I heard Mr. Williams raise it in one other  
21 point as well.

22 And it was really just to try to eliminate  
23 that concern. Because there's another part of  
24 Mr. Williams' testimony where he kind of implied that  
25 the CLECs are just trying now to get more money from

1 the incumbents, and that's not the case at all.

2 The CLECs -- so we're trying to create a  
3 plan. We're trying to get the Company to reply to a  
4 plan that will assure wholesale service quality pre-  
5 and post, post-merger. And so it was kind of in a --  
6 to try to move the ball forward in that manner and  
7 address a -- what they raised as a big -- what I heard  
8 was a big concern of theirs.

9 Q. And maybe if you can just explain very  
10 briefly how you believe that language does respond to  
11 that concern.

12 A. Well, it, I mean, what the language does is  
13 if you -- if there was the case where you go back and  
14 look in the past and -- you heard the discussion about  
15 using the -- applying the past data to the APAP there  
16 would be, there would payments. I think is what  
17 Mr. Williams was arguing. So just the normal random  
18 fluctuations would result in payments.

19 What this language does is it's, Let's  
20 calculate exactly what those are. And if  
21 Mr. Williams' number is accurate you would use, you  
22 know, you would use those numbers. Let's calculate  
23 what those numbers are and let's set up -- we'll call  
24 that a credit now.

25 So basically if -- when we measure

1 performance going forward, if you make a payment for,  
2 for a specific PID you're not gonna, you're not gonna  
3 actually make that payment until it exceeds that  
4 credit.

5 So you've kind of got -- we've built in the  
6 payments that may result as a -- from these random  
7 fluctuations as a credit to future payments. So that  
8 you wouldn't enter into that situation that they were  
9 raising that past performance could be identical and  
10 still result in payments.

11 It basically eliminates that from, you know,  
12 from a -- as a concern in my mind.

13 Q. And again, the Joint Applicants never  
14 proposed any language themselves to address that  
15 issue?

16 A. Right, that's correct.

17 MR. MERZ: I don't have anything further,  
18 thank you.

19 CHAIRMAN BOYER: Okay. Thank you,  
20 Mr. Denney, you are excused.

21 We'll take --

22 MR. DUARTE: Your Honor, I do have one  
23 redirect question.

24 CHAIRMAN BOYER: Oh, you do?

25 MR. DUARTE: I do.

1 MR. MERZ: Well --

2 MR. DUARTE: I mean recross, right.

3 CHAIRMAN BOYER: Recross?

4 MR. MERZ: Your Honor, I move --

5 CHAIRMAN BOYER: I think we're done with this  
6 witness.

7 MR. DUARTE: Okay, that's fine.

8 CHAIRMAN BOYER: You're excused, Mr. Denney.

9 We'll take a 10-or-15-minute recess, and then  
10 we'll hear from Level 3's witness. If that will be  
11 fine, Mr. Peña? Okay, thank you.

12 (A recess was taken from 10:42 to 10:56 a.m.)

13 CHAIRMAN BOYER: Back on the record.

14 Mr. Peña?

15 MR. PEÑA: Yes, your Honor. I'd like to  
16 call -- oh, Level 3 would like to call Richard Thayer.

17 CHAIRMAN BOYER: Mr. Thayer, and I'm sure  
18 we'll have him spell his name for the record.

19 (Mr. Thayer was sworn.)

20 CHAIRMAN BOYER: Thank you, please be seated.

21 \*\*\*

22 \*\*\*

23 RICHARD THAYER,

24 called as a witness, having been duly sworn,

25 was examined and testified as follows:

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

DIRECT EXAMINATION

BY MR. PEÑA:

Q. Can you spell your name for the record?

A. My name is Richard Thayer, T-h-a-y-e-r.

Q. And how are you employed, and what is your position?

A. I am employed by Level 3 Communications. And I am senior counsel in the Law Department, responsible for interconnection matters and dispute resolution related to those matters.

Q. Now Mr. Thayer, you've prefiled testimony in this proceeding and it's already been admitted into the record. Specifically, direct testimony that's been admitted as Exhibit 1. Attachment A to that direct testimony that's been admitted as Level 3 Exhibit 1.1. And also surrebuttal testimony that's been admitted as 1SR. Do you have that with you?

A. Yes, I do.

Q. Does your testimony contain any confidential information?

A. No, it doesn't.

Q. Was your testimony prepared by you or under your control?

A. Yes, it was.

Q. Now, if I asked you the questions appearing

1 in that testimony here today would your answers be the  
2 same?

3 A. Yes, they would.

4 Q. Do you have any changes to that testimony?

5 A. No, I don't.

6 Q. Are those responses true and correct, to the  
7 best of your knowledge?

8 A. Yes, they are.

9 MR. PEÑA: Your Honor I would offer -- well  
10 actually.

11 Q. (By Mr. Peña) Mr. Thayer, do you have a  
12 summary?

13 A. Yes, I do.

14 Good morning.

15 CHAIRMAN BOYER: Good morning.

16 THE WITNESS: Hi, I'm here on behalf of  
17 Level 3. And in my testimony I have outlined a number  
18 of conditions that Level 3 is urging the Commission to  
19 adopt in order that CenturyLink can purchase Qwest  
20 without any doubt or confusion as to Qwest's and  
21 CenturyLink's obligations in respect to competitive  
22 telecommunications providers.

23 There's a theme that runs throughout my  
24 testimony, and the conditions, and that is what we --  
25 that we want Qwest and CenturyLink to affirm their

1 obligations to comply with the law.

2 Now, why is that important? The Joint  
3 Applicants have argued that such affirmations are  
4 unnecessary and redundant. But history has shown that  
5 without such clarity on specific topics, the conduct  
6 of Qwest has been to take action based upon their own  
7 aggressive interpretation of what the law requires of  
8 them.

9 And when the CLECs object, forcing them into  
10 the unpalatable choice of having to either incur the  
11 cost and time of litigation or just accept Qwest's  
12 actions. It is the divide-and-conquer strategy,  
13 grounded in the superior resources that Qwest has at  
14 its disposal.

15 Now is the time to forego this brinkmanship  
16 and level the playing field to the benefit of  
17 everyone. Especially the Commission, which will be  
18 saved the unnecessary expenditure of resources on  
19 disputes that could be prevented if only clear  
20 conditions were imposed.

21 What are those conditions? Along with the  
22 CLECs' joint -- the Joint CLECs' conditions, Level 3,  
23 as the Joint CLECs believe, requests that the  
24 extension of the ICAs be to three to four years in  
25 portability for ICAs.

1           We'd like adherence to the law in the  
2 treatment of VNXX/ISP-bound traffic. Protection  
3 against the use of the rural exemption for access rate  
4 arbitrage. Requiring all contracts between affiliates  
5 of the Applicants for telecommunications service and  
6 network interconnection to be made public.

7           Prohibition of the combined entity from using  
8 billing disputes with one entity to threaten  
9 disconnection of services or refusal to provision  
10 orders across the combined entity. Prohibition of the  
11 combined entity from continuing or expanding improper  
12 8YY homing switched access arbitrage.

13           Requiring Qwest from stopping the unlawful  
14 practice of denying claims that are greater than  
15 90 days from the date of the invoice. And finally,  
16 requiring Qwest to abide by strict interpretation of  
17 its tariffs.

18           If, as Qwest has claimed in past proceedings,  
19 these conditions are merely affirmation of what the  
20 law requires of them, then what truly can be the harm?  
21 The question has to be asked also, why, when other  
22 states are seeking conditions that are more protective  
23 of their citizens and provide greater certainty for  
24 the competitive telecommunications industry, why would  
25 Utah not seek to protect its citizens and marketplace



1 similarly? Concluded my summary.

2 MR. PEÑA: Mr. Thayer is available for cross  
3 examination.

4 CHAIRMAN BOYER: Okay. Thank you,  
5 Mr. Thayer.

6 Ms. Schmid, have you any cross examination of  
7 this witness?

8 MS. SCHMID: No.

9 CHAIRMAN BOYER: Mr. Spann?

10 MR. SPANN: No, sir.

11 CHAIRMAN BOYER: Mr. Zarling?

12 MR. ZARLING: Yes.

13 CROSS EXAMINATION

14 BY MR. ZARLING:

15 Q. Good morning, Mr. Thayer. How are you?

16 A. Fine, thank you, Mr. Zarling.

17 Q. Now, you said in your summary that you are  
18 senior corporate counsel. And you have -- you're  
19 primarily responsible for negotiating and finalizing  
20 interconnection agreements for Level 3, correct? That  
21 was part of your summary, and that's in your  
22 testimony?

23 A. Right. And along with resolving disputes  
24 regarding those agreements.

25 Q. Okay. So you're, would you say very familiar

1 with regulatory decisions that affect the positions  
2 that you're advocating for in your testimony here?

3 A. Pretty much.

4 Q. Okay. And you're, you are an attorney, but  
5 you are testifying here as a witness, correct? You're  
6 not appearing as a lawyer?

7 A. Correct.

8 Q. Okay. Would you turn to page, I believe it's  
9 8 of your testimony? And I'm sorry, that's your  
10 direct testimony.

11 A. Okay. I'm there.

12 Q. And really beginning at the bottom of page 8,  
13 and it wraps over to the -- page 9, line 1. Do you  
14 see where you say that one of the, it's one of the  
15 requested conditions, I think, by Level 3, is ensure  
16 the -- and I'll paraphrase this or shorten it, and you  
17 can correct me or expand if you feel the need to.

18 But ensure that the combined entity does not  
19 force its competitors to litigate issues that have  
20 been finally resolved by the United States Court of  
21 Appeals for the District of Columbia Circuit in its  
22 review of the Core ISP Order. Is that -- and that's  
23 your testimony. You agree with that statement?

24 A. Correct.

25 Q. Okay. And so when you say "finally resolved

1 by the United States Courts of Appeal" there, are  
2 you -- is that a legal conclusion that you're trying  
3 to provide to this Commission?

4 A. It's my view of what the Court held. I don't  
5 know if it's a legal conclusion. It's what my  
6 regulatory people that have analyzed that decision  
7 have provided to me.

8 Q. Okay. And since you say "finally resolved,"  
9 will you agree with me that prior to this decision  
10 there was some dispute about what was required for the  
11 compensation of VNX/ISP-bound traffic?

12 A. I'll agree that there was confusion as to the  
13 underlying underpinnings in what's termed the "ISP  
14 Remand Order." And that lead to disputes.

15 Q. So you won't agree that prior to that  
16 decision there was no -- that the matter was  
17 uncertain?

18 A. It was, I think it was uncertain in the minds  
19 of some, yes.

20 Q. Yeah. Well, and in fact what there was is  
21 there's disagreement among parties within the  
22 industry, such as between Level 3 and Qwest?

23 A. Well, I would say that, you know, there was  
24 disagreement as to between Qwest and Level 3. There's  
25 not been disagreement between Level 3 and AT&T,

1 Verizon, and Embarq when Embarq was independent.

2 Q. Well, in fact, in the case of Embarq there  
3 was an agreement that the parties reached, but it  
4 involved a number of concessions on both sides when  
5 you're talking about the compensation for VNXX  
6 traffic.

7 Would you agree with me that that agreement  
8 involved, for example, concessions or compromises by  
9 Level 3 regarding where points of interconnection  
10 would be?

11 A. The agreement was comprehensive as to that.  
12 I don't necessarily agree that for the VNXX issue  
13 there was any compromises.

14 Q. You think Level -- so you think Embarq's  
15 agreement to pay compensation on VNXX/ISP-bound  
16 traffic came with no compromises or quid pro quo on  
17 the part of Level 3?

18 A. I don't know what they were thinking.

19 Q. Okay. But I think -- and I'm sorry to repeat  
20 myself here again. But the -- you would agree that  
21 even after, even after this 2008 decision by the FCC,  
22 and then ultimately by the DC Circuit, there's still  
23 debate, there's disagreement about what the proper  
24 compensation should be for VNXX/ISP-bound traffic?

25 A. I know that there are parties that are --

1 believe there's still debate, yes.

2 Q. Okay. I mean, and one argument is that  
3 the -- this, as you refer to it, this "Core ISP Order"  
4 only established a new legal basis for the FCC's  
5 original ISP Remand Order from 2001?

6 A. Yeah. I think that the holding in the  
7 DC Circuit has much broader implications of that,  
8 since they reaffirmed that ISP-bound traffic cannot  
9 fall under what's termed "251(g.)" Which was really  
10 the sort of retention mechanism for interstate and  
11 intrastate traditional access travel.

12 Q. And in fact, the FCC said that ISP-bound  
13 traffic is 251(b)(5) traffic?

14 A. Correct.

15 Q. And the FCC said that it has authority to  
16 establish the inter-carrier compensation scheme for  
17 ISP-bound traffic under Section 2 -- excuse me,  
18 Section 201 of the Telecom Act, correct?

19 A. Correct.

20 Q. And so the real question then is whether or  
21 not the FCC has established a compensation scheme for  
22 VNXX/ISP-bound traffic?

23 A. I don't think that's the question.

24 Q. Well, would you agree with me there's a  
25 disagreement about whether the FCC has -- the parties

1 disagree about whether the FCC has established that  
2 compensation scheme -- a compensation scheme for  
3 VNXX/ISP-bound traffic?

4 A. I agree that there are parties that are  
5 trying to fashion arguments as to why that could be  
6 the case. I think that the reality is the, the A --  
7 the FCC has, in its affirmation to the DC Court,  
8 assumed complete jurisdiction for the traffic.

9 To date, the ISP Remand Order is the only  
10 compensation mechanism that they have provided. And  
11 they could not retroactively provide any different  
12 type of compensation for VNXX traffic.

13 Q. But there could be a question about the scope  
14 of the ISP Remand Order and exactly how much ISP-bound  
15 traffic or what types of ISP-bound traffic that  
16 particular compensation scheme applies to, could there  
17 not?

18 A. I think the fact of the matter is that the  
19 traffic -- all ISP-bound traffic has to have some form  
20 of compensation scheme. And if the FCC -- well,  
21 rephrase that.

22 That in light of that, there can't be a void  
23 as to how that traffic is compensated. And the only  
24 guidance that exists is the ISP Remand Order.

25 Q. Well, but in fact some courts have found

1 there is a void, have they not? The First Circuit, in  
2 the Global Naps versus Verizon New England decision,  
3 found that there was a void. And I'm sure you're --  
4 is that correct?

5 A. It is correct to the extent that the -- for  
6 one, Global Naps is -- has a cert to the Supreme Court  
7 on that issue. And two, frankly, the First Circuit  
8 failed to recognize the 251(g) exclusion.

9 Q. In fact, one of the things that the First  
10 Circuit relied on was an FCC amicus brief, correct?  
11 Where the FCC general counsel said the ISP Remand  
12 Order doesn't clearly address VNXX/ISP-bound traffic?

13 A. Which predates the DC -- or the Court of  
14 Appeals.

15 Q. Certainly. And that would go back to the  
16 question of whether or not the DC Circuit decision and  
17 the Core ISP Remand Order -- excuse me, you referred  
18 to it as the Core ISP Order, whether that did anything  
19 more than change the legal basis that supports the  
20 original ISP Remand Order?

21 A. Could you state that again?

22 Q. Well, that was poorly worded. Would you  
23 agree with me then that one of the, one of the  
24 disagreements that parties have within the industry is  
25 whether or not the Core ISP Remand Order, which you

1 refer to in your testimony, does anything more than  
2 establish a new legal justification for the original  
3 2001 ISP Remand Order?

4 A. I, I wouldn't say it establishes a new legal  
5 justification. It establishes the only possible legal  
6 justification.

7 Q. But it's a legal justification that differs  
8 from various ones the FCC had proffered before?

9 A. Right. Which were found to be insufficient  
10 by the courts, and that's why we think it's finally  
11 been settled now that the DC Court has spoken.

12 Q. Okay. And you're familiar with the testimony  
13 of Ms. Stewart in this case, correct?

14 A. Yes.

15 Q. Okay. And she pointed out that this  
16 Commission has expedited the dispute resolution  
17 provisions. And Level 3 has not availed itself of  
18 those provisions, correct?

19 A. Well, and -- as of this moment, yes --

20 Q. Okay.

21 A. -- you're correct. But, you know, the  
22 problem with that is that -- and it goes back to my  
23 sort of summary saying "divide and conquer"? The  
24 resources that one has to expend in any given state,  
25 when you spread it over 14 states and having 14 cases,



1 unless you're in the business of litigating -- and  
2 Level 3 isn't -- it's a pretty difficult hurdle to get  
3 over. And so we try to at least marshal our  
4 resources.

5 As opposed to, you know, Qwest, that has  
6 significantly-greater resources and can pretty much  
7 defend or litigate as many cases as they want.

8 Q. And, but if it's material, I mean if it  
9 matters material -- if it's significant enough,  
10 Level 3 is going to marshal its resources to pursue  
11 its perceived legitimate aims, is it not?

12 A. We'll do it as we believe it's effective and  
13 can get, for want of a better phrase, the biggest bang  
14 for the buck.

15 Q. And there were opportunities in Utah for  
16 Level 3 to bring this issue to this Commission, you  
17 know, prior to this merger proceeding, correct?

18 A. I guess I -- there are opportunities but, you  
19 know, part of the problem was until the DC Circuit  
20 made it abundantly clear, those opportunities would  
21 have been possibly wasted. So we would, you know,  
22 wait until that clarity was done at this point in  
23 time.

24 Q. And --

25 A. We are pursuing other efforts in other states

1 so that we can get some decisions that, when we do  
2 come to Utah, would be persuasive.

3 Q. Because in fact you -- Level 3 filed some  
4 litigation in Federal Court in Oregon just recently,  
5 did it not?

6 A. Exactly. And that goes to sort of why -- how  
7 you can marshal resources. Clearly a Federal Court  
8 decision is going to be more persuasive than  
9 necessarily just another Commission's decision.

10 Q. But Level 3, for example, has a change of law  
11 provision in its current Utah interconnection  
12 agreement with Qwest whereby it could have asserted,  
13 after the dates in your testimony, November 5th of  
14 2008, that this issue had been finally resolved and  
15 the interconnection agreement should be changed?

16 A. And we did have some of those discussions  
17 with Qwest and were told that they would resist those.  
18 Any amendment to the agreement that we would --  
19 litigation would ensue. So again, it was a resource  
20 issue for Level 3.

21 Q. And that's because you -- well, would you  
22 agree with me that's because Qwest has its own  
23 interpretation of what the Core ISP Remand Order  
24 accomplished and there's a dispute between the  
25 parties?

1           A.    I would say that Qwest is the only ILEC out  
2 there that has that dispute, yes.

3           Q.    But you, have you raised this issue with  
4 CenturyLink after -- post Embarq-CenturyTel merger?

5           A.    CenturyLink claims it's -- well, CenturyLink,  
6 if you're talking about Embarq, we entered into an  
7 agreement with Embarq we're satisfied with.

8                    As to CenturyTel, no we haven't, because  
9 CenturyTel always claims its rural exemption. And  
10 that's a hugely-expensive endeavor to go through to  
11 try to pierce that.

12           Q.    And so you're saying that it's your -- to the  
13 best of your knowledge, both AT&T as an ILEC and  
14 Verizon as an ILEC believe that reciprocal  
15 compensation should pay -- be paid for VNXX/ISP-bound  
16 traffic?

17           A.    As a matter of fact, in the current  
18 litigation there were arbitrations with Sprint in the  
19 Bell South territory. AT&T has conceded that, yes.

20           Q.    That -- on VNXX/ISP-bound traffic? Now, in  
21 the Bell South territory there are states that have  
22 ordered, if I'm correct, virtually statewide local  
23 expanded calling areas. Does that factor into the  
24 treatment of VNXX?

25           A.    I just know that in the filings that I've

1 seen that AT&T did in the Bell South states with  
2 Sprint, they have -- this is not an issue between the  
3 parties.

4 Q. And did you hear the testimony yesterday from  
5 Mr. Hunsucker about the fact that in the case of  
6 CenturyTel there's only 15 percent of its lines are in  
7 rural -- are in areas where they claim the rural  
8 exemption?

9 A. I think he was speaking as to Embarq, not  
10 CenturyTel.

11 Q. No, actually I think he was speaking of  
12 CenturyTel. But was that not your understanding?

13 A. It -- from my own experience, anytime we've  
14 discussed opening up or trying to revise the  
15 CenturyTel agreements, the rural exemption is put  
16 completely forward as to why they won't do it.  
17 Specifically if we want to add local number  
18 portability? To date they refuse to do that in the  
19 agreements.

20 Q. Okay. Well, we're not talking about local  
21 number portability. We're talking about  
22 VNXX/ISP-bound traffic, right?

23 A. Right.

24 MR. ZARLING: Just one moment, Mr. Chairman.  
25 I think I might be done.

1 Q. (By Mr. Zarling) Now Mr. Thayer, on page 2  
2 of your testimony you introduce your -- or you preface  
3 your concerns about the transaction with the statement  
4 at line 10 that:

5 "For the combined entity's  
6 management, primarily from CenturyLink,  
7 its introduction to the ways of  
8 competition may run counter to past  
9 obligations or experiences of managing a  
10 rural ILEC."

11 Do you see that part of your testimony?

12 A. Yes.

13 Q. Okay. And would it be fair to say that your  
14 primary concern is with, then, the wholesale operation  
15 of CenturyLink? Or the combined entity post-merger?

16 A. Correct.

17 Q. Okay. And so did you hear the testimony  
18 yesterday of Mr. Hunsucker, and otherwise see the  
19 press releases that -- of the announcements of the  
20 Tier 2 management that's gonna govern -- or run the  
21 wholesale operations of the combined company?

22 A. Yes.

23 Q. Okay. And do you draw any comfort from the  
24 fact that Mr. Cheek, who's from the Embarq side of the  
25 equation, is going to be the vice president -- senior

1 vice president of the wholesale operations?

2 A. I can't speak as to Mr. Cheek personally.  
3 But I would say that, when Embarq was not a part of  
4 CenturyLink/Tel we were very successful in negotiating  
5 any disputes in the settlement stage and not having to  
6 resort to any litigation.

7 Since the CenturyLink acquisition of Embarq,  
8 if you will, that has not been our experience.

9 Q. Has Level 3 filed any formal complaints,  
10 since that acquisition, against the Company?

11 A. No. We have a good number of disputes with  
12 Embarq, though.

13 MR. ZARLING: Okay. I think those are all  
14 the questions I have.

15 CHAIRMAN BOYER: Mr. Merz?

16 MR. MERZ: I don't have any questions, thank  
17 you.

18 CHAIRMAN BOYER: Commissioner Allen?  
19 Commissioner Campbell?

20 I have just one question, or series of  
21 questions. The witnesses yesterday -- the Joint CLEC  
22 witnesses yesterday seemed to take the position that  
23 all 30 of the desired conditions were absolutely  
24 essential to preserving the status quo, shall we say,  
25 post-merger.

1           This morning you've listed 8 or 10 of those.  
2           Is it fair for me to assume that those are the most  
3           important of the conditions for Level 3?

4           THE WITNESS: Let me get some clarity. As  
5           opposed to the joint CLEC conditions?

6           CHAIRMAN BOYER: Yes.

7           THE WITNESS: I think what's fair to say is  
8           that Level 3 is somewhat uniquely situated as -- and  
9           has a different business plan than the Joint CLECs in  
10          some regards. Level 3 is fundamentally a provider of  
11          IP services, Internet services. And that's resulted  
12          in concerns that are somewhat distinct.

13          So I wouldn't weight the importance as much  
14          as -- I think our conditions that we're asking for are  
15          really geared to the Internet-focused company. As  
16          opposed to the Joint CLECs that have a different, more  
17          of a -- they're focused on Internet but also they have  
18          more of a traditional forum platform also.

19          CHAIRMAN BOYER: Right. These are tailored  
20          to the needs of your particular company?

21          THE WITNESS: Well, not just my -- our  
22          particular company. I think that any company, one,  
23          that would get into the Internet space. And two, as  
24          the Joint CLECs are continuing to do.

25          And there are a number of conditions that we

1 share that, you know, you heard yesterday Ms. Johnson  
2 say how they also have been confronted with the policy  
3 of Qwest to deny all disputes on any invoices that are  
4 older than 90 days.

5 That is industry wide, if you will. Anybody  
6 that encounters that is gonna be damaged by it.

7 CHAIRMAN BOYER: Okay, thank you.

8 Any redirect, Mr. Peña?

9 MR. PEÑA: No, not redirect.

10 CHAIRMAN BOYER: Okay. Thank you,  
11 Mr. Thayer, you are excused.

12 Shall we turn now to Mr. Spann and your  
13 witness, Mr. King?

14 MR. SPANN: Thank you, Chairman Boyer.

15 (Mr. King was sworn.)

16 CHAIRMAN BOYER: Thank you, please be seated.  
17 Mr. Spann?

18 CHARLES KING,

19 called as a witness, having been duly sworn,  
20 was examined and testified as follows:

21 DIRECT EXAMINATION

22 BY MR. SPANN:

23 Q. Please state your name, spelling your last  
24 name.

25 A. My name is Charles W. King, K-i-n-g.



1 Q. And who are you employed by, and what is the  
2 address of your employer?

3 A. I'm employed by the consulting firm of  
4 Snavelly, S-n-a-v-e-l-y, King, Majoros & O'Connor. And  
5 our address is 1111 14th Street Northwest, Washington,  
6 DC 20005.

7 Q. On whose behalf did you file testimony in  
8 this proceeding?

9 A. I filed testimony on behalf of the Department  
10 of Defense, and all Federal Executive Agencies.

11 Q. And did you cause to be filed testimony in  
12 this case on behalf of DoD/FEA that's dated August 30,  
13 2010 --

14 A. Yes, I did.

15 Q. -- and marked as DoD/FEA Exhibits 1 through  
16 4?

17 A. Yes.

18 Q. And did you cause to be filed surrebuttal  
19 testimony on behalf of DoD/FEA in this case, marked as  
20 DoD/FEA Exhibit 5, with one attachment?

21 A. Yes, I did.

22 Q. And are there any changes or clarifications  
23 that you would like to make to either the direct  
24 testimony or the surrebuttal testimony?

25 A. The only clarification is that the original

1 DoD/FEA Exhibit 4 was replaced with an attachment, a  
2 revised DoD Exhibit 4, and that was attached to my  
3 surrebuttal testimony.

4 Q. If you were to give the testimony and the  
5 surrebuttal testimony today that was prefiled, would  
6 it be substantially the same?

7 A. Yes, it would.

8 Q. Is it true and accurate, to the best of your  
9 knowledge?

10 A. Yes, it is.

11 MR. SPANN: I offer into evidence at this  
12 time DoD/FEA Exhibits 1 through 4, and Exhibit 5 with  
13 one attachment.

14 CHAIRMAN BOYER: Thank you. Are there any  
15 objections to the admission of the DoD testimony and  
16 exhibits?

17 (The parties respond in the negative.)

18 CHAIRMAN BOYER: Very well, they are  
19 admitted.

20 (Direct and Surrebuttal testimony and attached  
21 exhibits of the DoD/FEA were admitted.)

22 Q. (By Mr. Spann) Mr. King, are you aware that  
23 DoD/FEA entered into a settlement agreement with the  
24 Joint Applicants in this case?

25 A. Yes, I am.

1 Q. Have you prepared a summary of your  
2 testimony, as well as a summary of the settlement  
3 agreement?

4 A. Yes, I have.

5 Q. Please give it at this time.

6 A. I'm not going to spend great deal of time on  
7 my original testimony because I think it is somewhat  
8 superceded by the settlement. I would like to go  
9 through the settlement in a little more detail because  
10 it has not been presented to the Commission.

11 But with regard to my original testimony and  
12 surrebuttal, I begin with introducing the FEA/DoD  
13 interest. And I make the statement that the Federal  
14 Government is the largest single consumer of  
15 telecommunications services in Utah. I think I can  
16 make that with some confidence.

17 But then I go on to point out, having said  
18 that, it's not a monolithic consumer. There is a  
19 perception somewhere and often we get questions that  
20 suggest that there is some sort of central purchasing  
21 agency in the Federal Government that handles all  
22 telecommunications acquisitions. And that simply  
23 isn't true.

24 There are some big acquisitions, yes. In  
25 Utah, yes. Covering usually military bases, large

1 Federal Government office buildings. And those are  
2 bought under contract. Acquired through competitive  
3 bidding. Rather formally done.

4 But there are hundreds, maybe thousands of  
5 individual purchases by small offices, small  
6 organizations. And a good example is the numerous  
7 armed forces recruitment offices which are in  
8 storefronts.

9 And each of these requires a  
10 telecommunications connection, usually to a much  
11 larger central location. And these are acquired off  
12 the tariff at very small volumes.

13 So that our interest is -- representing the  
14 Federal Government, is in every single one of the  
15 tariff items that are in Qwest's and eventually  
16 CenturyLink's tariffs and their, their contract  
17 procurement.

18 Now, having said that, my testimony focuses  
19 on the two areas of concern about this, about this  
20 merger. First is the financial pressure that imposes  
21 on the newly-merged company. There is an estimated  
22 cost of \$1 billion to accomplish the merger. And that  
23 billion dollars has to be spent before the synergies  
24 from the merger can be realized.

25 And there are a number of other financial

1 requirements that go either with the merger or  
2 concomitant with the merger. I haven't mentioned in  
3 the testimony, I should point out that there is  
4 significant commitment for broadband deployment that  
5 are being -- that these commitments are being imposed  
6 by state commissions. There is an obligation to  
7 increase the dividends to Qwest's stockholders.

8           There also is a severe need to reduce the  
9 level of debt and the -- there's a significant amount  
10 of Qwest debt that's going to be, that's going to be  
11 coming due in the next two or three years. And the  
12 Company cannot simply roll over that debt, it must  
13 retire some of it. And it will need a great deal of  
14 cash to do that.

15           And then we heard Mr. Fenn yesterday say that  
16 the Company is very interested in significant  
17 investments in order to stay competitive. So we are  
18 concerned that between all of these requirements for  
19 cash there will be a great effort to obtain a little  
20 more revenue out of the consuming public.

21           And my analysis of the competition -- the  
22 competitive situation suggests that the source of that  
23 additional revenue may be the business community.  
24 Because there is significant competitive pressure on  
25 the residential community in the form of wireless and

1 in the form of cable connections, whereas those are  
2 not nearly as severe in the business area.

3 The principal competitors in the business  
4 area are the CLECs. And if there's one thing we have  
5 determined through this hearing is that the CLECs feel  
6 themselves very, very vulnerable to the merged  
7 company. And we support their efforts to obtain  
8 parity and assurance that they will be able to compete  
9 fairly and completely in the future.

10 Now, the other area of concern is  
11 deterioration of service quality. And there's two  
12 bases for these -- this concern. The first is the  
13 experience of the past mergers. And we've heard a  
14 great deal about that, and I don't think I need to  
15 elaborate on it.

16 I should point out also that the FCC's  
17 metrics on service quality -- which I have displayed  
18 in my Exhibit 4 -- indicate that in general Qwest has  
19 a much superior service quality performance than  
20 CenturyLink, or more specifically, Embarq.

21 Now, the settlement is -- has pretty much  
22 addressed all of these issues. And I think  
23 satisfactorily, certainly from our standpoint. And  
24 I'd like to go through the terms of the settlement and  
25 discuss them very briefly.

1           The settlement document itself is largely a  
2 boilerplate. There's two points I should point -- two  
3 items I should point out. First, this settlement  
4 covers more than just Utah. It covers three states:  
5 Utah, Arizona, and Colorado. And therefore it is a  
6 multi-state agreement.

7           The second is that the agreement is entirely  
8 contingent upon the approval of the respective  
9 regulatory commissions. Including, of course, this  
10 one.

11           As regards the specific terms, the first one  
12 is a commitment by the Company not to increase the  
13 prices on the business lines and the various Qwest  
14 single-line and multi-line packages -- Centrex  
15 service, Qwest's utility line, and PBX trunks -- for  
16 three years after the execution of the agreement.

17           This, of course, fulfills our proposed  
18 condition for a rate cap so that we can be assured  
19 that we will not be recipients of the cost of recov --  
20 efforts to recover the cost of the merger and the  
21 associated costs of reconstructing and reconfiguring  
22 the Company's balance sheet.

23           The second is a commitment by -- I'm sorry,  
24 I'm reading it here. I'm -- I thought I was jumping  
25 ahead. Is a commitment that volume and term price

1 plan during the duration of the agreement, if there is  
2 a lower price listed by the tariff subsequently, that  
3 lower price will then be made available to the Federal  
4 Government.

5 The next commitment is to maintain 80 percent  
6 of the aggregate level of government purchases for the  
7 duration of the three years. If the level of  
8 government procurement falls below 80 percent, then  
9 the parties may terminate the agreement.

10 The objective here is to recognize that  
11 competition may be -- the Company may be correct, the  
12 competition indeed does control the prices charged to  
13 the Federal Government.

14 If the level of procurement from Qwest were  
15 to fall below 80 percent it would mean that the CLECs  
16 have made significant inroads into the Federal  
17 Government market. If they have made inroads into the  
18 Federal Government market, that means that competition  
19 is working. And it is controlling the prices,  
20 effectively, to charge to the Federal Government.

21 That being the case, then this agreement is  
22 not necessary. And so we have arranged so that if our  
23 use of the, of the Qwest services or the merged  
24 Company's services falls below this threshold, then  
25 the agreement may be terminated.



1           The next condition says that we -- this is  
2 offered on an individual case basis. And that the  
3 state rules governing individual case basis offerings  
4 will apply.

5           Next, the customer may -- "customer" meaning  
6 the Federal Government -- may add or remove services  
7 as the service offerings become available. And they  
8 agree to pay all applicable charges.

9           The next item says that the plan will be  
10 applied in Arizona, Colorado, and Utah.

11           The next item suggests that -- or indicates  
12 that the merging companies will commit to the service  
13 quality requirements that are part of any Commission  
14 order relating to this merger.

15           We support the service quality agreements  
16 between the Staff and the merging companies, and  
17 between the consumer advocate and the merging  
18 companies. We believe that these will be adequate to  
19 police the service quality performance of the merged  
20 company.

21           The next item on the first page -- the last  
22 item on the first page says that the agreement will  
23 last three years, but it can be extended if the  
24 parties agree to.

25           On the next page the -- there is an item that

1 says that the terms and equipment -- and conditions  
2 may be, may be supplemented at a later time.

3 And finally, the last item says that the plan  
4 does not affect existing government contracts.

5 There is a next section in the Attachment 1  
6 involving employees. This came about because in the,  
7 in the 10-Qs or 10-Ks of the, of the merge -- of, I  
8 guess it was CenturyLink, said that one danger of the  
9 merger was the possibility that the -- that owing to  
10 personnel replacements there could be a loss of  
11 qualified personnel to bid on the -- on Federal  
12 Government contracts by reason of inadequate security  
13 clearances.

14 And this is an effort to forestall that  
15 problem. It's a problem that we did not identify, but  
16 the merged companies did. And we are eager to make  
17 sure that it is addressed.

18 Finally, the last item is the -- is specific  
19 to Utah. And that is the reference in Section 746-340  
20 where the Company could apply to -- for release from  
21 its service quality plan. And we -- the Company here  
22 agrees not to do so for three years -- for the  
23 duration of this agreement.

24 And that, that completes my summary.

25 MR. SPANN: I have no additional questions at

1 this time. The witness is available for cross  
2 examination and questions from the Commissioners.

3 CHAIRMAN BOYER: Thank you, Mr. Spann.

4 And thank you, Mr. King.

5 Mr. Roberts, any cross examination for this  
6 witness?

7 MR. ROBERTS: No cross examination,  
8 Mr. Chairman.

9 CHAIRMAN BOYER: Ms. Schmid?

10 MS. SCHMID: No questions.

11 CHAIRMAN BOYER: Mr. Zarling?

12 MR. ZARLING: I would like to ask Mr. King  
13 one question in the nature of clarification.

14 CROSS EXAMINATION

15 BY MR. ZARLING:

16 Q. The last item you discussed in the settlement  
17 regarding service quality, you made a reference to the  
18 duration of it?

19 A. I'm sorry, it's two years. I'm wrong.

20 MR. ZARLING: Okay. Just to --

21 THE WITNESS: I misread it.

22 MR. ZARLING: Okay. So just that  
23 clarification for the record is all I have.

24 CHAIRMAN BOYER: Thank you. Mr. Merz?

25 MR. MERZ: I do not have any questions for

1 this witness.

2 CHAIRMAN BOYER: Mr. Peña?

3 MR. PEÑA: No questions.

4 CHAIRMAN BOYER: Commissioner Allen?  
5 Commissioner Campbell?

6 COMMISSIONER CAMPBELL: When you talk about  
7 the maintenance of service quality, I assume that  
8 deals with retail service quality metrics?

9 THE WITNESS: Yes.

10 CHAIRMAN BOYER: I think I'm reading this  
11 correctly, but the settlement agreement and  
12 stipulation that you've just described to us applies  
13 only to the federal agencies and the DoD; is that  
14 correct?

15 THE WITNESS: That's correct.

16 CHAIRMAN BOYER: The rate caps and so on and  
17 so forth --

18 THE WITNESS: Yes.

19 CHAIRMAN BOYER: -- are to your benefit?

20 THE WITNESS: But to the extent the state law  
21 requires parity, it might be extended to others. I --  
22 that's really not my area of expertise.

23 CHAIRMAN BOYER: Thank you.

24 MR. SPANN: Commissioner, it's our  
25 understanding that in states where, as he indicated,

1 parity is allowed, that similarly-situated customers  
2 would get the same rate cap.

3 CHAIRMAN BOYER: Okay. Thank you for that  
4 clarification. Very well.

5 Thank you, Mr. King. You are excused.

6 THE WITNESS: Thank you.

7 CHAIRMAN BOYER: Thank you for your  
8 participation.

9 MR. DUARTE: Your Honor, I have a question as  
10 to whether the Department of Defense is going to offer  
11 the settlement agreement as an exhibit and move it  
12 into admission.

13 MR. SPANN: We can.

14 CHAIRMAN BOYER: It's not necessary, but you  
15 certainly could if you like. Why don't you do that.  
16 If you want it to be a part of the official document  
17 now that it's filed. Go ahead, Mr. Spann.

18 MR. SPANN: Yes. Thank you, Chairman. At  
19 this time the Department of Defense and Federal  
20 Executive Agencies would offer into evidence DoD/FEA  
21 Exhibit 6.

22 CHAIRMAN BOYER: Are there any objections to  
23 the admission of the settlement agreement and  
24 stipulation?

25 (The parties respond in the negative.)

1           CHAIRMAN BOYER: Thank you, it will be  
2 admitted.

3           (DoD/FEA Exhibit No. 6 was admitted.)

4           CHAIRMAN BOYER: Okay, let's talk for a  
5 moment about schedule. Next on the prehearing  
6 conference report we would be hearing from the Office  
7 of Consumer Services. I would expect that that  
8 wouldn't be extensive testimony, or would it? Should  
9 we recess now for lunch, or hear from Mr. Orton?

10          MR. ROBERTS: I would hope that it would be  
11 short.

12          CHAIRMAN BOYER: Oh, I beg your pardon. We  
13 have to terminate -- I mean we have to finish exactly  
14 at 12:00 today. So would you have time to put his  
15 testimony on and then do cross examination after lunch  
16 break, or would you have any preference one way or  
17 another?

18               We're pretty open. And it looks like  
19 Mr. Orton, and then Salt Lake Community Action  
20 Program, if they're here, will be the only remaining  
21 witnesses today.

22          MR. ROBERTS: We could proceed, Mr. Chairman,  
23 and then I don't anticipate that I will be very long.

24          CHAIRMAN BOYER: All right, let's do that.  
25 Let's begin that way. Thank you, Mr. Roberts.

1 MR. SPANN: Chairman Boyer? Just for  
2 clarification purposes, Mr. King is excused?

3 CHAIRMAN BOYER: He is excused.

4 MR. SPANN: Okay.

5 CHAIRMAN BOYER: Thank you.

6 (Mr. Orton was sworn.)

7 CHAIRMAN BOYER: Thank you. Please be  
8 seated.

9 THE WITNESS: Thanks.

10 CHAIRMAN BOYER: Mr. Roberts?

11 MR. ROBERTS: Thank you, Mr. Chairman.

12 ERIC ORTON,

13 called as a witness, having been duly sworn,  
14 was examined and testified as follows:

15 DIRECT EXAMINATION

16 BY MR. ROBERTS:

17 Q. Mr. Orton, would you state your name and  
18 position with the Office of Consumer Services?

19 A. My name is Eric Orton, O-r-t-o-n. I'm a  
20 utility analyst with the Office of Consumer Services.

21 Q. Your testimony has been admitted in this  
22 proceeding in OCS Document 1D, I believe, direct  
23 examination. Do you have a brief summary of that  
24 testimony for us?

25 A. I do, thank you.

1 Q. Go ahead and present that.

2 A. Thanks. The Office is responsible for  
3 representing small commercial and residential  
4 consumers. In direct testimony we outline two areas  
5 of concern related to the potential impacts of the  
6 merger of Qwest and CenturyLink on customers we  
7 represent.

8 We recommended that the Commission approve  
9 the proposed merger only if those concerns were  
10 addressed. Our first recommendation was to require  
11 continued adherence to service quality standards to  
12 ensure that service quality not be degraded.

13 The second recommendation was that the basic  
14 residential service rate remain unchanged for a year  
15 after the merger, in order to protect consumers that  
16 do not utilize multiple features and bundling from  
17 uncertainty that could result from the merger.  
18 Particularly, as it relates to this service type, that  
19 was recently granted pricing flexibility by the Utah  
20 legislature.

21 Q. Thank you, Mr. Orton. Are you familiar with  
22 the settlement stipulation and agreement of the Joint  
23 Applicants and the Utah Office of Consumer Services  
24 which is on file in connection with this matter?

25 A. I am.



1 Q. And were you and the Office able to determine  
2 whether or not that settlement and stipulation  
3 affected the concerns that you raised in your direct  
4 examination?

5 A. We were, thank you. The stipulation between  
6 the Joint Applicants and the Office specifically  
7 addresses the concerns we raised in our direct  
8 testimony. The Joint Applicants agreed that service  
9 quality standards would continue to apply, which  
10 provides a remedy the Office sought.

11 After additional analysis of the proposed  
12 merger, the Office concluded that its concerns as to  
13 rate stability could be addressed by focussing on  
14 measured service and lifeline customers. With the  
15 Joint Applicants' agreement to provide advanced notice  
16 of flexible price changes, stable measured service and  
17 lifeline rates, and expanded customer information  
18 about rate plans, the interests of residential and  
19 small commercial consumers were acknowledged and met.

20 Therefore, as it pertains to the Office --  
21 those whom the Office represents, Commission approval  
22 of the merger that incorporates this settlement is in  
23 the public interest.

24 MR. ROBERTS: Thank you, Mr. Orton. No  
25 further questions.

1 CHAIRMAN BOYER: Thank you, Mr. Orton.

2 Any cross examination, Ms. Schmid?

3 MS. SCHMID: No questions.

4 CHAIRMAN BOYER: Mr. Spann?

5 MR. SPANN: No, sir.

6 CHAIRMAN BOYER: Questions, Mr. Zarling?

7 MR. ZARLING: No questions.

8 CHAIRMAN BOYER: Thank you. Mr. Merz?

9 MR. MERZ: I do not have any questions for  
10 this witness.

11 CHAIRMAN BOYER: Thank you. Mr. Peña?

12 MR. PEÑA: No questions.

13 CHAIRMAN BOYER: Thank you very much,  
14 Mr. Orton, you are excused.

15 Is anyone here from Community Action? Salt  
16 Lake -- ah, there we go.

17 Are you represented by counsel?

18 MS. MARTINEZ: No.

19 CHAIRMAN BOYER: I'm wondering, Mr. Roberts,  
20 if you might at least help her identify herself on the  
21 record and so on as we hear from her.

22 MR. ROBERTS: Okay. If you'll step up and be  
23 sworn.

24 (Ms. Martinez was sworn.)

25 \*\*\*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

SONYA MARTINEZ,

called as a witness, having been duly sworn,  
was examined and testified as follows:

EXAMINATION

BY MR. ROBERTS:

Q. Would you state your name and position with Salt Lake Community Action Program, please?

A. Sonya Martinez. I'm an advocate with Salt Lake Community Action Program.

Q. And you have brought to the Commission today a proposed settlement agreement?

A. I'm sorry?

Q. You brought a document to give the Commission?

A. That was actually my direct testimony.

Q. Oh.

A. I just brought a copy in case.

Q. Have you filed a stipulation and agreement with regard to the concerns that SLCAP has raised?

A. Yes, the Joint Applicants have.

Q. Okay. And you have reviewed that on behalf of Salt Lake Community Action Program and -- with regard to the concerns that you've raised concerning this merger?

A. Yes.

1 Q. And does that settlement and stipulation  
2 agreement satisfy and resolve the issues and claims  
3 that Salt Lake Community Action Program has on behalf  
4 of itself and those that it represents and advocates  
5 for?

6 A. Yes, it does.

7 CHAIRMAN BOYER: Okay. Thank you,  
8 Ms. Martinez. Do you wish to make any statement in  
9 support of the stipulation, or give a statement to the  
10 Commission?

11 THE WITNESS: Essentially Salt Lake Community  
12 Action believes that the settlement agreement is in  
13 the public interest. Based on the commitments by the  
14 Joint Applicants, we believe that protections are  
15 provided that do address the concerns that we  
16 originally stated in our direct testimony.

17 CHAIRMAN BOYER: Okay, very well. Thank you.

18 MR. ROBERTS: And I assume that you would  
19 like your direct statement entered into the record as  
20 an exhibit that you brought?

21 THE WITNESS: Yes.

22 MR. ROBERTS: Community Action program would  
23 request that.

24 CHAIRMAN BOYER: Okay, I haven't seen that,  
25 so I don't know what it looks like.

1 COMMISSIONER CAMPBELL: It's her direct  
2 testimony.

3 CHAIRMAN BOYER: Oh, it's your direct  
4 testimony. I beg your pardon. Okay, so we do have  
5 that. Okay.

6 Any objection to the admission of  
7 Ms. Martinez's direct testimony?

8 (The parties respond in the negative.)

9 CHAIRMAN BOYER: Very well, it is admitted.  
10 Thank you.

11 (Direct testimony of Sonya Martinez was  
12 admitted.)

13 CHAIRMAN BOYER: While you're under the hot  
14 lights, however, we must ask the other counsel if they  
15 wish to cross examine.

16 Ms. Schmid?

17 MS. SCHMID: No questions.

18 CHAIRMAN BOYER: Mr. Spann?

19 MR. SPANN: No questions.

20 CHAIRMAN BOYER: Mr. Duarte?

21 MR. DUARTE: No questions.

22 CHAIRMAN BOYER: Mr. Merz?

23 MR. MERZ: We do not have any questions for  
24 this witness.

25 MR. PEÑA: No questions.

1           CHAIRMAN BOYER: Mr. Peña? Commissioners?  
2           Okay, very well. Thank you very much for  
3 coming, and you are excused.

4           I have one housekeeping question, if I can  
5 collect my thoughts here for a moment. And I may have  
6 overlooked this. It seems like forever ago that we  
7 started this hearing. But Mr. Duarte, did you move  
8 admission of Mr. Glover's testimony the first day with  
9 the other witnesses?

10          MR. DUARTE: Yes, we did.

11          CHAIRMAN BOYER: You did? Okay. So we've  
12 covered it.

13          Is there anything further before we adjourn?  
14 I think we're finished with this portion of the  
15 hearing. We'll reconvene on the 4th at 9:00. We've  
16 allocated from 9 to 12 noon for that hearing.

17          I think we're all clear on what we're gonna  
18 be doing that day. We'll look forward to the written  
19 filed testimony tomorrow and early next week.  
20 Anything further?

21          Thank you all for your participation, and  
22 safe travels home. We are adjourned.

23          (The hearing was adjourned at 11:48 a.m., to  
24 be reconvened at 9:00 a.m. on Thursday,  
25 November 4, 2010.)

C E R T I F I C A T E

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF SALT LAKE        )

This is to certify that the foregoing proceedings were taken before me, KELLY L. WILBURN, a Certified Shorthand Reporter and Registered Professional Reporter in and for the State of Utah.

That the proceedings were reported by me in stenotype and thereafter caused by me to be transcribed into typewriting. And that a full, true, and correct transcription of said proceedings so taken and transcribed is set forth in the foregoing pages, numbered 351 through 484, inclusive.

I further certify that I am not of kin or otherwise associated with any of the parties to said cause of action, and that I am not interested in the event thereof.

SIGNED ON THIS 8th DAY OF November, 2010.

Kelly L. Wilburn, CSR, RPR  
Utah CSR No. 109582-7801

<b>\$</b>	<p><b>15</b> [1] - 458:6  <b>16</b> [2] - 385:23, 408:23  <b>16.1.1</b> [1] - 420:11  <b>160</b> [1] - 378:18  <b>18</b> [2] - 385:9, 385:22  <b>18-page</b> [1] - 394:15  <b>1994</b> [1] - 359:3  <b>1999</b> [2] - 381:5, 382:3  <b>1D</b> [1] - 477:22  <b>1SR</b> [2] - 367:10, 443:17  <b>1st</b> [1] - 377:18</p>	<p>415:24, 416:7, 416:8, 419:24, 420:1, 420:13, 420:17, 420:22, 420:25, 421:4, 421:16, 437:20  <b>3's</b> [1] - 442:10  <b>3-month</b> [1] - 408:11  <b>3.9</b> [1] - 437:19  <b>30</b> [2] - 460:23, 463:12  <b>31</b> [1] - 377:3  <b>37</b> [3] - 376:19, 377:11, 377:20  <b>37-day</b> [1] - 377:14  <b>390</b> [1] - 429:22  <b>3rd</b> [1] - 360:18</p>	<p><b>91</b> [1] - 378:18  <b>95</b> [5] - 402:10, 402:11, 413:4, 413:6, 436:15  <b>9:00</b> [2] - 484:15, 484:24  <b>9:04</b> [1] - 356:1  <b>9:11</b> [1] - 362:10  <b>9:18</b> [1] - 362:10</p>	<p>431:15, 451:18  <b>action</b> [3] - 367:3, 367:9, 445:6  <b>Action</b> [3] - 480:15, 482:12, 482:22  <b>actions</b> [1] - 445:12  <b>active</b> [1] - 375:20  <b>add</b> [4] - 436:17, 436:18, 458:17, 471:6  <b>addition</b> [3] - 422:6, 428:7, 428:10  <b>additional</b> [13] - 362:23, 370:24, 371:14, 372:3, 400:2, 405:1, 413:12, 423:2, 439:13, 439:16, 467:23, 472:25, 479:11  <b>address</b> [12] - 358:2, 359:16, 375:7, 413:12, 430:19, 439:7, 440:7, 441:14, 453:12, 463:2, 463:5, 482:15  <b>addressed</b> [5] - 370:22, 468:22, 472:17, 478:10, 479:13  <b>addresses</b> [1] - 479:7  <b>addressing</b> [2] - 356:16, 360:1  <b>adds</b> [1] - 431:20  <b>adequate</b> [2] - 435:16, 471:18  <b>adequately</b> [1] - 435:20  <b>adherence</b> [2] - 446:1, 478:11  <b>adjourn</b> [1] - 484:13  <b>adjourned</b> [2] - 484:22, 484:23  <b>Administration</b> [1] - 384:13  <b>administrator</b> [1] - 384:20  <b>admission</b> [7] - 417:20, 417:21, 464:15, 475:12, 475:23, 483:6, 484:8  <b>admitted</b> [13] - 367:4, 367:10, 443:12, 443:14, 443:15, 443:17, 464:19, 464:21, 476:2, 476:3, 477:21, 483:9, 483:12  <b>adopt</b> [3] - 391:24, 422:22, 444:19  <b>adopted</b> [1] - 389:17  <b>advanced</b> [1] -</p>
<b>'</b>			<b>A</b>	
<b>'liquidated</b> [1] - 417:18			<p><b>A.M</b> [1] - 356:1  <b>a.m</b> [4] - 362:10, 442:12, 484:23, 484:24  <b>abide</b> [1] - 446:16  <b>able</b> [7] - 360:19, 385:19, 391:12, 406:21, 427:7, 468:8, 479:1  <b>absolutely</b> [2] - 364:23, 460:23  <b>abundantly</b> [1] - 455:20  <b>accept</b> [2] - 391:3, 445:11  <b>acceptable</b> [1] - 374:8  <b>accepting</b> [1] - 419:14  <b>access</b> [6] - 427:1, 427:3, 432:8, 446:3, 446:12, 451:11  <b>accommodate</b> [2] - 361:1, 363:15  <b>accomplish</b> [1] - 466:22  <b>accomplished</b> [1] - 456:24  <b>according</b> [2] - 415:19, 419:22  <b>account</b> [3] - 398:22, 408:17, 413:14  <b>accurate</b> [4] - 367:17, 412:7, 440:21, 464:8  <b>achieve</b> [2] - 370:8, 437:6  <b>acknowledge</b> [1] - 377:25  <b>acknowledged</b> [1] - 479:19  <b>Acquired</b> [1] - 466:2  <b>acquired</b> [1] - 466:11  <b>acquisition</b> [2] - 460:7, 460:10  <b>acquisitions</b> [2] - 465:22, 465:24  <b>Act</b> [5] - 361:13, 386:11, 386:24,</p>	
<b>1</b>	<b>2</b>	<b>4</b>		
<p><b>1</b> [18] - 401:14, 401:18, 402:3, 402:5, 402:8, 402:15, 404:3, 404:4, 404:5, 405:6, 407:24, 407:25, 408:23, 448:13, 463:15, 464:12, 466:22, 472:5  <b>1.1</b> [3] - 367:5, 415:16, 443:16  <b>10</b> [2] - 459:4, 461:1  <b>10,000</b> [1] - 386:3  <b>10-049-16</b> [1] - 356:5  <b>10-Ks</b> [1] - 472:7  <b>10-or-15-minute</b> [1] - 442:9  <b>10-Qs</b> [1] - 472:7  <b>1010</b> [1] - 406:7  <b>10:42</b> [1] - 442:12  <b>10:56</b> [1] - 442:12  <b>11</b> [1] - 415:15  <b>1111</b> [1] - 463:5  <b>11:48</b> [1] - 484:23  <b>12</b> [11] - 385:23, 408:1, 424:12, 424:24, 425:13, 426:1, 426:19, 427:17, 428:19, 429:4, 484:16  <b>12-month</b> [7] - 406:3, 407:19, 408:11, 411:19, 411:24, 412:1, 429:1  <b>12:00</b> [1] - 476:14  <b>13</b> [2] - 417:12, 418:1  <b>13-state</b> [3] - 381:14, 381:19, 382:14  <b>13.3</b> [1] - 420:9  <b>13.4.1</b> [1] - 418:3  <b>13.5</b> [1] - 419:11  <b>13.8</b> [1] - 415:17  <b>13.9</b> [3] - 415:16, 415:19, 419:22  <b>14</b> [2] - 454:25  <b>14th</b> [1] - 463:5</p>	<p><b>2</b> [11] - 401:15, 402:1, 402:3, 402:6, 402:7, 402:15, 405:7, 405:22, 407:24, 408:24, 451:17  <b>20</b> [2] - 406:25, 407:13  <b>20005</b> [1] - 463:6  <b>2001</b> [2] - 451:5, 454:3  <b>2002</b> [1] - 382:3  <b>2003</b> [1] - 381:5  <b>2004</b> [1] - 407:13  <b>2008</b> [2] - 450:21, 456:14  <b>2009</b> [9] - 406:7, 407:20, 424:14, 424:25, 425:15, 426:2, 426:2, 426:20, 427:19  <b>201</b> [1] - 451:18  <b>2010</b> [10] - 356:1, 407:20, 424:14, 425:1, 425:15, 426:2, 426:20, 427:19, 463:13, 484:25  <b>251(b)(5)</b> [1] - 451:13  <b>251(g)</b> [2] - 451:9, 453:8  <b>27</b> [1] - 356:1  <b>271</b> [11] - 380:18, 381:4, 382:4, 383:19, 383:21, 384:3, 384:11, 385:6, 387:4, 422:25, 431:16  <b>28th</b> [5] - 357:1, 359:23, 360:13, 362:1, 363:1  <b>2nd</b> [3] - 357:1, 360:4, 361:12</p>	<p><b>4</b> [4] - 372:14, 463:16, 464:12, 484:25  <b>41</b> [1] - 409:7  <b>46</b> [4] - 378:6, 378:13, 378:22, 421:21  <b>4th</b> [13] - 357:2, 357:5, 357:17, 358:13, 358:16, 362:18, 363:21, 364:3, 364:7, 364:19, 364:23, 376:5, 484:15</p>		
		<b>5</b>		
		<p><b>50</b> [1] - 405:19  <b>50,000</b> [1] - 429:22  <b>5th</b> [1] - 456:13</p>		
		<b>7</b>		
		<p><b>7</b> [2] - 377:20, 428:2  <b>746-340</b> [1] - 472:19</p>		
		<b>8</b>		
		<p><b>8</b> [2] - 448:9, 461:1  <b>80</b> [3] - 470:5, 470:8, 470:15  <b>85</b> [2] - 413:4, 413:8  <b>8th</b> [1] - 377:18  <b>8YY</b> [1] - 446:12</p>		
		<b>9</b>		
	<b>3</b>	<p><b>9</b> [1] - 484:16  <b>90</b> [3] - 413:2, 446:15, 462:4</p>		
	<b>3</b>			
	<p><b>3</b> [13] - 415:20,</p>			



<p>479:15 <b>advocate</b> [2] - 471:17, 481:8 <b>advocates</b> [1] - 482:4 <b>advocating</b> [1] - 448:2 <b>affect</b> [2] - 448:1, 472:4 <b>affected</b> [1] - 479:3 <b>affiliates</b> [1] - 446:4 <b>affirm</b> [1] - 444:25 <b>affirmation</b> [2] - 446:19, 452:7 <b>affirmations</b> [1] - 445:3 <b>afraid</b> [1] - 421:9 <b>afternoon</b> [1] - 427:11 <b>afterwards</b> [2] - 364:7, 388:4 <b>agencies</b> [1] - 474:13 <b>agency</b> [1] - 465:21 <b>aggregate</b> [1] - 470:6 <b>aggressive</b> [1] - 445:7 <b>ago</b> [4] - 364:10, 411:5, 433:2, 484:6 <b>agree</b> [84] - 370:13, 375:3, 376:5, 376:19, 377:8, 377:11, 377:12, 377:13, 377:19, 378:6, 378:10, 378:15, 379:4, 379:7, 379:25, 381:6, 381:14, 381:22, 381:25, 382:14, 382:24, 383:2, 383:14, 386:9, 386:22, 387:6, 388:15, 389:3, 389:16, 390:18, 390:22, 391:20, 392:4, 392:10, 392:11, 395:8, 398:15, 399:18, 399:22, 401:3, 402:23, 402:25, 404:1, 406:22, 406:23, 408:12, 410:9, 411:18, 411:25, 412:15, 413:5, 413:9, 413:25, 416:18, 419:14, 420:2, 421:3, 421:15, 421:24, 423:14, 423:19, 424:3, 424:6, 425:11, 425:21, 425:23, 426:6, 428:6, 429:18, 435:7, 448:23, 449:9,</p>	<p>449:12, 449:15, 450:7, 450:12, 450:20, 451:24, 452:4, 453:23, 456:22, 471:8, 471:24 <b>agreed</b> [9] - 383:17, 384:1, 385:20, 391:8, 391:9, 391:11, 391:17, 421:20, 479:8 <b>agreed-upon</b> [1] - 385:20 <b>agreeing</b> [2] - 383:22, 431:22 <b>agreement</b> [20] - 378:9, 450:3, 450:7, 450:11, 450:15, 456:18, 457:7, 469:6, 469:7, 469:16, 470:1, 470:9, 470:21, 470:25, 471:22, 472:23, 478:22, 479:15, 481:18, 482:2 <b>agreements</b> [7] - 356:17, 358:2, 369:21, 447:24, 458:15, 458:19, 471:15 <b>agrees</b> [1] - 472:22 <b>ahead</b> [6] - 391:3, 391:12, 392:3, 469:25, 475:17, 478:1 <b>aims</b> [1] - 455:11 <b>al</b> [1] - 394:18 <b>allocated</b> [1] - 484:16 <b>allow</b> [1] - 420:3 <b>allowed</b> [1] - 475:1 <b>almost</b> [3] - 359:1, 428:2, 428:24 <b>alternative</b> [1] - 371:19 <b>amendment</b> [1] - 456:18 <b>amicus</b> [1] - 453:10 <b>amount</b> [4] - 373:6, 419:3, 421:16, 467:9 <b>amounts</b> [1] - 428:21 <b>analysis</b> [26] - 380:1, 380:3, 380:5, 385:25, 393:3, 393:6, 393:14, 393:20, 399:1, 402:2, 402:4, 402:16, 420:11, 422:24, 424:11, 425:4, 426:24, 426:25, 427:2, 427:8, 427:16, 427:20, 428:18, 436:7, 467:21, 479:11 <b>analyst</b> [1] - 477:20 <b>analyzed</b> [2] - 392:23, 449:6</p>	<p><b>Ankum</b> [1] - 368:4 <b>announce</b> [1] - 365:18 <b>announced</b> [1] - 365:1 <b>announcement</b> [2] - 406:4, 406:17 <b>announcements</b> [1] - 459:19 <b>answers</b> [1] - 444:1 <b>anticipate</b> [1] - 476:23 <b>anticipated</b> [1] - 360:7 <b>anytime</b> [2] - 391:23, 458:13 <b>Anytime</b> [1] - 405:7 <b>APAP</b> [54] - 371:22, 372:14, 372:15, 372:19, 373:5, 373:12, 389:4, 389:17, 392:5, 392:16, 395:16, 395:22, 396:3, 396:7, 396:19, 399:10, 401:1, 401:3, 401:6, 402:21, 402:23, 403:2, 404:9, 405:25, 412:12, 413:25, 414:6, 414:14, 414:21, 415:15, 416:13, 416:24, 419:6, 419:13, 419:14, 419:23, 422:2, 422:6, 422:14, 422:16, 422:22, 423:6, 423:13, 424:4, 424:12, 424:21, 425:24, 429:21, 433:19, 436:8, 437:13, 437:15, 439:5, 440:15 <b>apologize</b> [1] - 404:15 <b>Appeal</b> [1] - 449:1 <b>appealed</b> [1] - 432:25 <b>Appeals</b> [2] - 448:21, 453:14 <b>appear</b> [1] - 370:13 <b>appearing</b> [3] - 363:9, 443:25, 448:6 <b>apple</b> [4] - 358:12, 358:14, 364:1, 364:8 <b>applicable</b> [1] - 471:8 <b>Applicants</b> [1] - 446:5 <b>Applicants'</b> [2] - 392:8, 479:15 <b>application</b> [3] -</p>	<p>383:19, 383:21, 384:4 <b>applied</b> [1] - 471:10 <b>applies</b> [2] - 452:16, 474:12 <b>apply</b> [5] - 394:23, 395:18, 471:4, 472:20, 479:9 <b>applying</b> [2] - 422:17, 440:15 <b>appreciate</b> [2] - 360:6, 361:5 <b>approach</b> [2] - 362:13, 432:5 <b>appropriate</b> [5] - 364:14, 364:20, 398:13, 435:4, 435:9 <b>approval</b> [5] - 382:4, 387:5, 431:16, 469:8, 479:21 <b>approve</b> [1] - 478:8 <b>approved</b> [2] - 368:16, 389:2 <b>approves</b> [1] - 389:13 <b>approximation</b> [1] - 419:19 <b>April</b> [9] - 406:7, 407:20, 424:14, 425:1, 425:15, 426:2, 426:20, 427:19 <b>arbitrage</b> [2] - 446:4, 446:12 <b>arbitrate</b> [1] - 368:18 <b>arbitrations</b> [1] - 457:18 <b>area</b> [4] - 468:2, 468:4, 468:10, 474:22 <b>areas</b> [6] - 368:1, 368:5, 457:23, 458:7, 466:19, 478:4 <b>argue</b> [1] - 426:10 <b>argued</b> [1] - 445:3 <b>arguing</b> [1] - 440:17 <b>argument</b> [12] - 356:19, 357:6, 358:13, 358:15, 360:19, 360:23, 362:5, 363:21, 363:23, 364:6, 364:14, 451:2 <b>arguments</b> [2] - 364:20, 452:5 <b>Arizona</b> [4] - 381:22, 433:2, 469:5, 471:10 <b>Arizona's</b> [1] - 382:15 <b>armed</b> [1] - 466:7 <b>arranged</b> [1] - 470:22 <b>Arredondo</b> [1] - 356:21</p>	<p><b>ascertain</b> [1] - 419:17 <b>aspects</b> [1] - 384:6 <b>asserted</b> [1] - 456:12 <b>associated</b> [2] - 387:17, 469:21 <b>assume</b> [4] - 429:3, 461:2, 474:7, 482:18 <b>assumed</b> [3] - 364:2, 427:16, 452:8 <b>assuming</b> [3] - 389:10, 427:25, 429:13 <b>assurance</b> [5] - 409:3, 431:5, 432:1, 439:11, 468:8 <b>assurances</b> [1] - 413:19 <b>assure</b> [4] - 372:10, 392:25, 393:12, 440:4 <b>assured</b> [1] - 469:18 <b>AT&amp;T</b> [5] - 380:18, 449:25, 457:13, 457:19, 458:1 <b>attached</b> [2] - 464:2, 464:20 <b>Attachment</b> [2] - 443:14, 472:5 <b>attachment</b> [3] - 463:20, 464:1, 464:13 <b>attempt</b> [2] - 365:3, 396:25 <b>attorney</b> [2] - 418:23, 448:4 <b>auditors</b> [1] - 382:17 <b>August</b> [1] - 463:12 <b>authority</b> [2] - 399:7, 451:15 <b>automatic</b> [1] - 433:9 <b>availability</b> [1] - 438:9 <b>available</b> [8] - 364:24, 374:11, 381:10, 396:15, 447:2, 470:3, 471:7, 473:1 <b>availed</b> [1] - 454:17 <b>average</b> [13] - 372:25, 388:3, 388:4, 407:19, 408:1, 408:7, 408:17, 408:19, 409:1, 410:8, 412:1, 412:15, 413:2 <b>avoid</b> [1] - 404:13 <b>aware</b> [15] - 375:18, 375:24, 387:7, 388:16, 388:21, 388:23, 389:7, 389:21, 389:23, 390:9, 390:19, 391:19, 391:23,</p>
--	--	---	---	--

464:22	444:7, 457:13, 464:8	<b>buildings</b> [1] - 466:1	369:2, 378:19, 387:1,	360:25, 361:7,
<b>B</b>	<b>better</b> [4] - 356:21, 358:12, 418:21, 455:13	<b>built</b> [2] - 414:11, 441:5	387:7, 388:25, 390:19, 400:25,	361:16, 361:24,
<p><b>backed</b> [1] - 358:19</p> <p><b>bad</b> [9] - 397:7, 408:19, 412:12, 412:13, 412:17, 412:22, 413:1, 419:2, 428:23</p> <p><b>balance</b> [3] - 402:3, 405:23, 469:22</p> <p><b>ball</b> [1] - 440:6</p> <p><b>bands</b> [1] - 436:11</p> <p><b>bang</b> [1] - 455:13</p> <p><b>base</b> [1] - 406:1</p> <p><b>based</b> [17] - 356:19, 364:9, 381:13, 381:25, 382:12, 382:14, 382:22, 386:10, 387:9, 388:17, 389:7, 389:19, 399:9, 419:9, 424:8, 428:18, 445:6</p> <p><b>Based</b> [2] - 436:6, 482:13</p> <p><b>bases</b> [2] - 465:25, 468:12</p> <p><b>basic</b> [2] - 380:6, 478:13</p> <p><b>basis</b> [5] - 383:3, 451:4, 453:19, 471:2, 471:3</p> <p><b>become</b> [1] - 471:7</p> <p><b>beforehand</b> [1] - 435:23</p> <p><b>beg</b> [2] - 476:12, 483:4</p> <p><b>begin</b> [4] - 374:13, 404:13, 465:12, 476:25</p> <p><b>beginning</b> [3] - 421:8, 439:12, 448:12</p> <p><b>behalf</b> [12] - 358:8, 367:2, 367:9, 368:2, 432:17, 444:16, 463:7, 463:9, 463:12, 463:19, 481:21, 482:3</p> <p><b>behavior</b> [1] - 436:2</p> <p><b>behind</b> [1] - 433:8</p> <p><b>believes</b> [1] - 482:12</p> <p><b>Bell</b> [3] - 457:19, 457:21, 458:1</p> <p><b>below</b> [3] - 470:8, 470:15, 470:24</p> <p><b>benchmark</b> [1] - 380:10</p> <p><b>benefit</b> [3] - 412:8, 445:16, 474:19</p> <p><b>benefits</b> [1] - 434:16</p> <p><b>best</b> [4] - 367:18,</p>	<p><b>between</b> [15] - 368:10, 376:8, 381:5, 402:3, 405:23, 446:4, 449:22, 449:24, 449:25, 456:24, 458:2, 467:18, 471:16, 471:17, 479:5</p> <p><b>beyond</b> [3] - 373:13, 415:6</p> <p><b>bid</b> [1] - 472:11</p> <p><b>bidding</b> [1] - 466:3</p> <p><b>big</b> [7] - 380:14, 382:10, 405:2, 432:14, 440:7, 440:8, 465:24</p> <p><b>bigger</b> [2] - 402:6, 402:8</p> <p><b>biggest</b> [1] - 455:13</p> <p><b>billings</b> [1] - 446:8</p> <p><b>billion</b> [2] - 466:22, 466:23</p> <p><b>bit</b> [5] - 359:22, 375:15, 375:16, 386:21, 437:21</p> <p><b>bites</b> [4] - 358:12, 358:14, 364:1, 364:8</p> <p><b>boilerplate</b> [1] - 469:2</p> <p><b>bottom</b> [1] - 448:12</p> <p><b>bought</b> [1] - 466:2</p> <p><b>bound</b> [16] - 446:2, 449:11, 450:15, 450:24, 451:8, 451:12, 451:17, 451:22, 452:3, 452:14, 452:15, 452:19, 453:12, 457:15, 457:20, 458:22</p> <p><b>break</b> [1] - 476:16</p> <p><b>brief</b> [2] - 453:10, 477:23</p> <p><b>briefly</b> [3] - 437:9, 440:10, 468:25</p> <p><b>bring</b> [3] - 375:1, 410:2, 455:16</p> <p><b>brinkmanship</b> [1] - 445:15</p> <p><b>broadband</b> [1] - 467:4</p> <p><b>broader</b> [3] - 361:14, 383:21, 451:7</p> <p><b>brought</b> [4] - 481:10, 481:13, 481:17, 482:20</p> <p><b>buck</b> [1] - 455:14</p> <p><b>buffer</b> [1] - 413:13</p>	<p><b>burden</b> [11] - 397:25, 398:6, 398:8, 398:9, 398:14, 400:19, 400:24, 432:5, 432:16, 432:19, 433:20</p> <p><b>business</b> [12] - 370:1, 388:23, 434:10, 434:20, 438:7, 438:14, 455:1, 461:9, 467:23, 468:2, 468:3, 469:13</p> <p><b>buy</b> [2] - 370:1, 370:2</p> <p><b>BY</b> [9] - 366:22, 374:23, 437:11, 443:2, 447:14, 462:22, 473:15, 477:16, 481:5</p> <hr/> <p style="text-align: center;"><b>C</b></p> <hr/> <p><b>cable</b> [1] - 468:1</p> <p><b>calculate</b> [2] - 440:20, 440:22</p> <p><b>calculated</b> [4] - 372:20, 372:21, 373:5, 373:6</p> <p><b>calculations</b> [1] - 373:18</p> <p><b>California</b> [1] - 388:22</p> <p><b>cannot</b> [2] - 451:8, 467:12</p> <p><b>cap</b> [6] - 421:10, 421:11, 437:18, 439:5, 469:18, 475:2</p> <p><b>CAP</b> [2] - 357:14, 362:20</p> <p><b>capitalize</b> [1] - 434:1</p> <p><b>caps</b> [5] - 416:3, 416:4, 438:2, 438:18, 474:16</p> <p><b>capture</b> [2] - 408:19, 414:17</p> <p><b>capturing</b> [1] - 373:15</p> <p><b>career</b> [1] - 430:13</p> <p><b>careful</b> [1] - 396:7</p> <p><b>carefully</b> [4] - 393:24, 394:2, 394:17, 394:18</p> <p><b>carrier</b> [3] - 437:25, 438:19, 451:16</p> <p><b>carriers</b> [1] - 369:19</p> <p><b>case</b> [31] - 357:5, 358:20, 358:21,</p>	<p>401:18, 403:4, 408:3, 409:23, 414:10, 418:11, 423:17, 440:1, 440:13, 450:2, 452:6, 454:13, 458:5, 463:12, 463:19, 464:24, 470:21, 471:2, 471:3, 481:17</p> <p><b>cases</b> [8] - 358:25, 359:8, 368:20, 390:3, 405:14, 432:22, 454:25, 455:7</p> <p><b>cash</b> [2] - 467:14, 467:19</p> <p><b>caused</b> [1] - 373:11</p> <p><b>centers</b> [1] - 435:19</p> <p><b>central</b> [2] - 465:20, 466:11</p> <p><b>Centrex</b> [1] - 469:14</p> <p><b>CenturyLink</b> [15] - 387:13, 388:1, 408:10, 411:2, 444:19, 444:25, 457:4, 457:5, 459:6, 459:15, 460:7, 468:20, 472:8, 478:6</p> <p><b>CenturyLink's</b> [3] - 425:13, 444:21, 466:16</p> <p><b>CenturyLink-</b> <b>Embarq</b> [1] - 411:2</p> <p><b>CenturyLink/Tel</b> [1] - 460:4</p> <p><b>CenturyTel</b> [8] - 387:13, 457:4, 457:8, 457:9, 458:6, 458:10, 458:12, 458:15</p> <p><b>cert</b> [1] - 453:6</p> <p><b>certain</b> [3] - 432:2, 436:20</p> <p><b>Certainly</b> [1] - 453:15</p> <p><b>certainly</b> [9] - 356:12, 357:20, 359:6, 376:4, 390:7, 397:21, 468:23, 475:15</p> <p><b>certainty</b> [1] - 446:23</p> <p><b>Chair</b> [1] - 364:21</p> <p><b>Chairman</b> [7] - 356:11, 430:10, 458:24, 473:8, 475:18, 476:22, 477:11</p> <p><b>Chairman Boyer</b> [103] - 356:3, 357:3, 358:15, 358:18, 359:11, 360:9, 360:14, 360:21,</p>	<p>362:11, 363:5, 363:11, 363:14, 363:19, 363:25, 364:15, 364:25, 365:8, 365:12, 365:16, 365:24, 366:4, 366:8, 366:12, 366:15, 366:17, 374:12, 374:16, 374:18, 374:20, 430:4, 430:8, 433:22, 434:23, 436:5, 436:10, 437:7, 441:19, 441:24, 442:3, 442:5, 442:8, 442:20, 444:15, 447:4, 447:9, 447:11, 460:15, 460:18, 461:6, 461:19, 462:7, 462:10, 462:14, 464:18, 473:3, 473:9, 473:11, 473:24, 474:2, 474:4, 474:10, 474:16, 474:19, 474:23, 475:3, 475:7, 475:14, 475:22, 476:1, 476:4, 476:12, 476:24, 477:1, 477:3, 477:5, 477:7, 477:10, 480:1, 480:4, 480:6, 480:8, 480:11, 480:13, 480:19, 482:7, 482:17, 482:24, 483:3, 483:9, 483:13, 483:18, 483:20, 483:22, 484:1, 484:11</p> <p><b>challenges</b> [1] - 433:23</p> <p><b>challenging</b> [1] - 432:5</p> <p><b>change</b> [12] - 394:13, 399:8, 414:18, 420:20, 434:13, 434:15, 436:6, 436:15, 453:19, 456:10</p> <p><b>changed</b> [3] - 379:13, 414:24, 456:15</p> <p><b>changes</b> [6] - 384:23, 385:15, 399:15, 444:4, 463:22, 479:16</p> <p><b>charge</b> [1] - 470:20</p> <p><b>charged</b> [1] - 470:12</p> <p><b>charges</b> [1] - 471:8</p> <p><b>CHARLES</b> [1] -</p>

<p>462:18 <b>Charles</b> [1] - 462:25 <b>chase</b> [1] - 412:2 <b>check</b> [4] - 410:20, 423:5, 423:6, 423:14 <b>checked</b> [2] - 409:20, 410:23 <b>Cheek</b> [2] - 459:24, 460:2 <b>choice</b> [1] - 445:10 <b>chose</b> [4] - 393:23, 394:16, 394:18, 406:8 <b>Circuit</b> [8] - 448:21, 450:22, 451:7, 453:1, 453:7, 453:10, 453:16, 455:19 <b>cited</b> [1] - 410:19 <b>citizens</b> [2] - 446:23, 446:25 <b>claim</b> [2] - 426:4, 458:7 <b>claimed</b> [1] - 446:18 <b>claiming</b> [1] - 387:22 <b>claims</b> [5] - 427:24, 446:14, 457:5, 457:9, 482:2 <b>clarification</b> [10] - 356:14, 359:22, 360:6, 360:17, 361:11, 463:25, 473:13, 473:23, 475:4, 477:2 <b>clarifications</b> [1] - 463:22 <b>clarify</b> [1] - 400:1 <b>clarity</b> [3] - 445:5, 455:22, 461:4 <b>clear</b> [11] - 361:6, 362:22, 364:23, 365:5, 384:6, 392:14, 402:19, 417:14, 445:19, 455:20, 484:17 <b>clearances</b> [1] - 472:13 <b>clearly</b> [5] - 395:25, 398:6, 433:15, 453:12 <b>Clearly</b> [1] - 456:7 <b>CLEC</b> [30] - 372:8, 372:15, 372:18, 373:1, 382:17, 416:8, 416:15, 416:21, 418:13, 419:5, 419:14, 419:24, 420:22, 420:24, 421:4, 421:17, 422:9, 422:13, 422:21, 423:22, 424:3, 429:16, 432:17, 438:5, 438:21, 460:21, 461:5</p>	<p><b>CLECs</b> [22] - 369:25, 377:19, 378:7, 379:22, 386:7, 398:9, 398:12, 414:3, 414:8, 421:22, 422:2, 429:12, 432:12, 436:3, 436:23, 438:11, 439:25, 440:2, 445:9, 468:4, 468:5, 470:15 <b>CLECs'</b> [8] - 372:5, 392:7, 427:4, 434:8, 434:24, 437:14, 445:22 <b>close</b> [1] - 373:25 <b>closed</b> [2] - 424:13, 427:18 <b>closes</b> [2] - 425:14, 429:5 <b>coin</b> [2] - 404:9, 404:20 <b>collaborative</b> [2] - 381:15, 382:15 <b>colleagues</b> [2] - 361:7, 362:12 <b>collect</b> [2] - 372:5, 484:5 <b>Colorado</b> [8] - 381:2, 385:2, 385:5, 410:6, 410:10, 410:15, 469:5, 471:10 <b>Columbia</b> [1] - 448:21 <b>combined</b> [8] - 426:2, 446:7, 446:10, 446:11, 448:18, 459:5, 459:15, 459:21 <b>comfort</b> [1] - 459:23 <b>coming</b> [3] - 373:21, 467:11, 484:3 <b>commercial</b> [2] - 478:3, 479:19 <b>commission</b> [6] - 387:8, 388:16, 389:6, 389:18, 390:20, 392:9 <b>Commission</b> [39] - 358:19, 360:17, 365:21, 369:7, 381:9, 381:19, 383:15, 383:17, 383:25, 384:2, 389:4, 389:17, 391:23, 392:5, 399:4, 399:7, 419:25, 420:4, 421:1, 421:18, 422:3, 427:21, 432:6, 433:11, 433:14, 433:16, 437:14, 444:18, 445:17, 449:3, 454:16, 455:16, 465:10, 471:13, 478:8, 479:21, 481:10,</p>	<p>481:14, 482:10 <b>Commission's</b> [2] - 383:20, 456:9 <b>Commissioner</b> [1] - 474:24 <b>Commissioner Allen</b> [7] - 430:8, 430:9, 431:4, 431:25, 433:21, 460:18, 474:4 <b>Commissioner Campbell</b> [4] - 460:19, 474:5, 474:6, 483:1 <b>Commissioners</b> [4] - 426:17, 426:22, 473:2, 484:1 <b>Commissions</b> [1] - 382:17 <b>commissions</b> [7] - 383:15, 383:24, 390:2, 391:1, 432:2, 467:6, 469:9 <b>commit</b> [1] - 471:12 <b>commitment</b> [7] - 370:19, 432:20, 467:4, 469:12, 469:23, 469:25, 470:5 <b>commitments</b> [2] - 467:5, 482:13 <b>common</b> [4] - 369:11, 369:19, 409:2, 410:16 <b>Community</b> [3] - 480:15, 482:11, 482:22 <b>community</b> [2] - 467:23, 467:25 <b>companies</b> [11] - 368:15, 370:5, 375:22, 430:14, 431:12, 431:14, 433:24, 471:12, 471:16, 471:18, 472:16 <b>Company</b> [18] - 388:10, 396:12, 397:5, 398:23, 400:24, 416:2, 424:11, 426:14, 430:24, 436:22, 440:3, 460:10, 467:12, 467:16, 469:12, 470:11, 472:20, 472:21 <b>company</b> [17] - 368:3, 379:6, 388:23, 398:2, 400:10, 425:13, 426:2, 427:8, 432:20, 459:21, 461:15, 461:20, 461:22, 466:21, 468:7, 471:20 <b>Company's</b> [7] -</p>	<p>413:16, 423:25, 424:24, 425:25, 427:4, 469:22, 470:24 <b>compare</b> [8] - 371:8, 379:23, 380:11, 387:15, 393:18, 396:16, 407:18, 408:21 <b>compared</b> [8] - 372:24, 380:10, 388:3, 408:10, 408:11, 408:14, 411:19, 411:23 <b>compares</b> [2] - 371:3, 408:6 <b>comparing</b> [4] - 383:12, 406:6, 407:25, 414:19 <b>Comparing</b> [1] - 408:25 <b>comparison</b> [4] - 371:10, 380:15, 408:5, 427:16 <b>compensated</b> [1] - 452:23 <b>compensation</b> [13] - 449:11, 450:5, 450:15, 450:24, 451:16, 451:21, 452:2, 452:10, 452:12, 452:16, 452:20, 457:15 <b>compete</b> [1] - 468:8 <b>competition</b> [6] - 438:5, 459:8, 467:21, 470:11, 470:12, 470:18 <b>competitive</b> [6] - 444:21, 446:24, 466:2, 467:17, 467:22, 467:24 <b>competitors</b> [2] - 448:19, 468:3 <b>complain</b> [2] - 416:3, 421:9 <b>complained</b> [1] - 357:8 <b>complaint</b> [1] - 433:3 <b>complaints</b> [2] - 413:11, 460:9 <b>complete</b> [1] - 452:8 <b>completely</b> [5] - 383:9, 422:11, 429:24, 458:16, 468:9 <b>completes</b> [1] - 472:24 <b>complex</b> [5] - 379:6, 379:9, 379:14, 379:16, 379:18 <b>compliance</b> [1] - 369:6</p>	<p><b>complicated</b> [1] - 380:12 <b>comply</b> [1] - 445:1 <b>component</b> [1] - 399:10 <b>comprehensive</b> [1] - 450:11 <b>compromises</b> [3] - 450:8, 450:13, 450:16 <b>computer</b> [1] - 417:4 <b>conceded</b> [1] - 457:19 <b>concept</b> [6] - 389:8, 389:17, 392:6, 392:16, 396:19, 416:13 <b>concern</b> [24] - 357:22, 370:8, 371:20, 373:10, 375:7, 405:3, 413:23, 420:15, 425:7, 425:9, 426:8, 426:16, 430:19, 430:20, 436:21, 439:23, 440:8, 440:11, 441:12, 459:14, 466:19, 468:10, 468:12, 478:5 <b>concerned</b> [1] - 467:18 <b>concerning</b> [1] - 481:23 <b>concerns</b> [13] - 360:1, 362:25, 439:8, 439:18, 459:3, 461:12, 478:9, 479:3, 479:7, 479:12, 481:19, 481:23, 482:15 <b>concessions</b> [2] - 450:4, 450:8 <b>Concluded</b> [1] - 447:1 <b>concluded</b> [1] - 479:12 <b>concludes</b> [1] - 374:9 <b>conclusion</b> [2] - 449:2, 449:5 <b>concomitant</b> [1] - 467:2 <b>Condition</b> [2] - 372:3, 372:14 <b>condition</b> [5] - 368:23, 392:2, 437:17, 469:18, 471:1 <b>conditions</b> [26] - 368:13, 369:5, 369:12, 369:15, 369:20, 376:9, 377:3, 391:2, 391:20,</p>
--	---	--	---	--

<p>394:17, 434:19, 436:1, 444:18, 444:24, 445:20, 445:21, 445:22, 446:19, 446:22, 448:15, 460:23, 461:3, 461:5, 461:14, 461:25, 472:1 <b>conduct</b> [1] - 445:5 <b>conducted</b> [1] - 386:1 <b>conference</b> [3] - 363:17, 377:10, 476:6 <b>conferences</b> [3] - 376:12, 376:14, 376:15 <b>confidence</b> [2] - 436:15, 465:16 <b>confidential</b> [3] - 367:12, 367:13, 443:19 <b>confirm</b> [5] - 391:16, 393:22, 411:6, 411:11, 411:16 <b>confronted</b> [1] - 462:2 <b>confuses</b> [1] - 390:24 <b>confusion</b> [4] - 356:18, 434:4, 444:20, 449:12 <b>connection</b> [2] - 466:10, 478:24 <b>connections</b> [2] - 370:3, 468:1 <b>conquer</b> [2] - 445:12, 454:23 <b>consent</b> [3] - 391:24, 392:7, 392:8 <b>considered</b> [2] - 417:20, 418:10 <b>consulting</b> [1] - 463:3 <b>consumer</b> [3] - 465:14, 465:18, 471:17 <b>consumers</b> [3] - 478:4, 478:15, 479:19 <b>consuming</b> [1] - 467:20 <b>contacted</b> [2] - 375:23, 432:3 <b>contain</b> [1] - 443:19 <b>contained</b> [2] - 367:16, 368:8 <b>contingent</b> [1] - 469:8 <b>continue</b> [1] - 479:9 <b>continued</b> [1] - 478:11 <b>continuing</b> [2] -</p>	<p>446:11, 461:24 <b>contract</b> [2] - 466:2, 466:16 <b>contracts</b> [4] - 368:19, 446:4, 472:4, 472:12 <b>contractual</b> [1] - 419:19 <b>control</b> [2] - 443:23, 470:12 <b>controlling</b> [1] - 470:19 <b>copy</b> [2] - 365:22, 481:17 <b>Core</b> [3] - 453:17, 453:25, 456:23 <b>Core ISP Order</b> [3] - 448:22, 451:3, 453:18 <b>corporate</b> [1] - 447:18 <b>correct</b> [101] - 356:7, 356:9, 366:7, 367:6, 367:7, 367:10, 367:11, 373:22, 376:9, 376:10, 376:13, 380:22, 381:17, 381:18, 381:21, 381:24, 382:19, 383:19, 384:5, 384:14, 384:24, 385:7, 385:8, 386:1, 386:2, 386:8, 386:13, 387:11, 388:20, 391:10, 391:25, 392:21, 393:4, 394:8, 395:4, 395:9, 395:10, 396:9, 396:24, 398:4, 398:18, 399:21, 400:11, 401:4, 401:6, 404:13, 406:7, 406:8, 407:1, 407:13, 407:20, 407:21, 409:9, 409:15, 410:17, 411:20, 412:7, 412:9, 413:8, 414:3, 415:17, 415:18, 415:21, 416:9, 416:10, 416:17, 420:1, 421:2, 421:18, 421:19, 422:4, 422:7, 422:8, 422:15, 422:24, 423:23, 424:17, 424:18, 424:20, 425:17, 426:3, 428:4, 429:6, 429:7, 441:16, 444:6, 447:20, 448:5, 448:17, 451:18, 453:4, 453:5, 453:10, 454:13, 454:18, 454:21, 455:17,</p>	<p>457:22, 470:11, 474:14, 474:15 <b>Correct</b> [7] - 399:22, 409:16, 448:7, 448:24, 451:14, 451:19, 459:16 <b>correctly</b> [2] - 418:10, 474:11 <b>cost</b> [6] - 370:9, 432:24, 445:11, 466:22, 469:19, 469:20 <b>costs</b> [2] - 367:25, 469:21 <b>counsel</b> [5] - 443:8, 447:18, 453:11, 480:17, 483:14 <b>count</b> [1] - 401:24 <b>counted</b> [1] - 376:14 <b>counter</b> [1] - 459:8 <b>counts</b> [1] - 438:16 <b>couple</b> [2] - 359:9, 430:25 <b>course</b> [4] - 358:1, 409:9, 469:9, 469:17 <b>Court</b> [4] - 448:20, 452:7, 453:6, 454:11 <b>court</b> [2] - 418:7, 418:11 <b>Courts</b> [1] - 449:1 <b>courts</b> [2] - 452:25, 454:10 <b>cover</b> [1] - 371:2 <b>covered</b> [1] - 484:12 <b>Covering</b> [1] - 465:25 <b>covers</b> [2] - 469:4 <b>CPAP</b> [1] - 421:11 <b>create</b> [4] - 383:8, 394:7, 413:13, 440:2 <b>creation</b> [1] - 394:21 <b>cred</b> [1] - 402:14 <b>credit</b> [12] - 372:17, 372:19, 372:21, 373:7, 402:15, 407:23, 413:7, 413:13, 414:11, 440:24, 441:4, 441:7 <b>criticized</b> [1] - 392:23 <b>cross</b> [2] - 360:13, 483:15 <b>cross examination</b> [14] - 364:17, 364:24, 374:14, 374:22, 430:5, 447:2, 447:6, 447:13, 473:1, 473:5, 473:7, 473:14, 476:15, 480:2 <b>crucial</b> [1] - 369:24 <b>crummy</b> [1] - 406:13</p>	<p><b>curious</b> [1] - 430:11 <b>current</b> [11] - 368:14, 370:25, 393:15, 393:16, 408:7, 408:8, 416:4, 438:13, 456:11, 457:17 <b>customer</b> [4] - 370:3, 471:5, 479:17 <b>customers</b> [6] - 386:12, 436:4, 475:1, 478:6, 479:14 <b>cut</b> [2] - 375:12, 412:2</p> <p style="text-align: center;"><b>D</b></p> <p><b>damage</b> [1] - 419:13 <b>damaged</b> [1] - 462:6 <b>damages</b> [12] - 416:14, 416:23, 416:25, 418:8, 418:16, 418:18, 418:19, 418:21, 418:24, 419:15, 419:18, 419:19 <b>damages'</b> [1] - 417:19 <b>danger</b> [1] - 472:8 <b>data</b> [14] - 371:21, 378:18, 379:11, 379:20, 379:22, 385:19, 396:15, 397:14, 399:16, 427:1, 427:4, 431:19, 431:22, 440:15 <b>date</b> [7] - 357:5, 372:24, 373:2, 406:18, 446:15, 452:9, 458:18 <b>dated</b> [1] - 463:12 <b>dates</b> [1] - 456:13 <b>days</b> [12] - 358:1, 359:9, 362:3, 363:2, 376:7, 376:20, 377:11, 377:20, 380:18, 446:15, 462:4 <b>DC</b> [8] - 450:22, 451:7, 452:7, 453:13, 453:16, 454:11, 455:19, 463:6 <b>deal</b> [6] - 361:13, 384:23, 430:13, 465:6, 467:13, 468:14 <b>deals</b> [2] - 369:22, 474:8 <b>dealt</b> [5] - 381:15, 382:8, 390:7, 430:12 <b>debate</b> [4] - 421:7, 431:21, 450:23, 451:1 <b>debated</b> [1] - 415:25 <b>debt</b> [3] - 467:9,</p>	<p>467:10, 467:12 <b>decade</b> [1] - 380:19 <b>decide</b> [4] - 357:20, 360:18, 362:4, 422:22 <b>decision</b> [10] - 383:20, 388:24, 449:6, 449:9, 449:16, 450:21, 453:2, 453:16, 456:8, 456:9 <b>decisions</b> [2] - 448:1, 456:1 <b>decline</b> [5] - 371:11, 371:15, 372:10, 395:21, 423:10 <b>declined</b> [2] - 397:20, 407:5 <b>declines</b> [1] - 370:20 <b>decreasing</b> [1] - 423:3 <b>default</b> [2] - 402:6, 402:7 <b>defend</b> [1] - 455:7 <b>deference</b> [1] - 359:6 <b>defined</b> [7] - 395:14, 395:17, 395:25, 414:14, 414:25, 415:2, 415:3 <b>definitely</b> [1] - 387:18 <b>definitions</b> [1] - 394:16 <b>degradation</b> [31] - 386:23, 387:9, 388:18, 389:8, 395:2, 395:7, 395:15, 396:3, 396:21, 396:23, 397:11, 398:1, 398:16, 399:13, 399:19, 400:11, 400:14, 400:15, 401:3, 401:19, 402:22, 403:3, 404:7, 404:12, 404:23, 414:1, 416:16, 425:17, 430:14, 432:10, 432:18 <b>degraded</b> [2] - 406:2, 478:12 <b>degree</b> [1] - 402:12 <b>delete</b> [2] - 416:1, 439:9 <b>deliberate</b> [2] - 394:3, 394:5 <b>demonstrate</b> [3] - 398:10, 400:24 <b>Denney</b> [24] - 356:7, 356:12, 362:19, 365:15, 366:15, 366:16, 374:10, 374:12, 374:24, 378:4, 378:25,</p>
--	--	--	--	---

<p>379:25, 402:14, 407:22, 408:22, 424:2, 424:3, 424:10, 426:17, 427:10, 430:11, 433:22, 441:20, 442:8  <b>deny</b> [1] - 462:3  <b>denying</b> [1] - 446:14  <b>Department</b> [1] - 443:8  <b>Department of Defense</b> [4] - 365:18, 463:9, 475:10, 475:19  <b>dependent</b> [1] - 434:20  <b>deployment</b> [1] - 467:4  <b>described</b> [4] - 372:20, 373:3, 433:23, 474:12  <b>description</b> [1] - 358:12  <b>designed</b> [1] - 436:7  <b>desire</b> [2] - 434:24  <b>desired</b> [1] - 460:23  <b>despite</b> [1] - 404:11  <b>detail</b> [2] - 368:22, 465:9  <b>detailed</b> [2] - 368:8, 431:17  <b>details</b> [1] - 426:5  <b>deterior</b> [1] - 395:20  <b>deteriorate</b> [4] - 393:13, 401:23, 405:17, 424:1  <b>deteriorated</b> [1] - 406:2  <b>deterioration</b> [27] - 373:15, 386:23, 387:10, 388:5, 388:9, 388:12, 388:19, 389:9, 395:2, 395:7, 395:15, 395:21, 395:23, 396:2, 396:21, 400:20, 400:21, 401:25, 403:24, 403:25, 405:12, 405:19, 414:1, 415:10, 425:17, 425:21, 468:11  <b>deteriorations</b> [1] - 396:13  <b>determine</b> [8] - 357:19, 373:6, 388:9, 406:2, 410:12, 415:6, 424:23, 479:1  <b>determined</b> [2] - 395:20, 468:5  <b>developed</b> [1] - 387:25</p>	<p><b>development</b> [4] - 381:5, 381:16, 382:24, 383:1  <b>deviation</b> [2] - 359:18, 388:8  <b>difference</b> [4] - 394:14, 414:19, 433:19, 436:16  <b>differences</b> [1] - 414:5  <b>different</b> [36] - 358:23, 361:9, 371:10, 379:15, 383:11, 385:24, 386:21, 387:4, 394:23, 400:3, 412:1, 421:11, 421:12, 422:11, 422:12, 422:16, 422:17, 422:18, 423:4, 423:19, 423:23, 424:7, 424:9, 429:25, 430:1, 433:25, 439:5, 452:11, 461:9, 461:16  <b>differs</b> [1] - 454:7  <b>difficult</b> [4] - 380:16, 393:21, 419:17, 455:2  <b>difficulty</b> [2] - 359:11, 368:6  <b>direct</b> [20] - 367:3, 367:16, 405:13, 407:8, 418:12, 418:25, 419:4, 419:7, 443:13, 443:15, 448:10, 463:23, 478:4, 479:7, 481:15, 482:16, 482:19, 483:1, 483:3, 483:7  <b>Direct</b> [2] - 464:20, 483:11  <b>Direct examination</b> [6] - 366:21, 443:1, 462:21, 477:15, 477:22, 479:3  <b>directly</b> [6] - 368:2, 368:9, 376:18, 397:1, 397:16, 434:21  <b>director</b> [1] - 367:25  <b>disa</b> [1] - 376:22  <b>disadvantage</b> [1] - 364:16  <b>disaggregation</b> [3] - 372:19, 372:22, 373:8  <b>disagree</b> [6] - 375:4, 380:4, 391:5, 403:11, 423:8, 452:1  <b>disagreement</b> [5] - 449:21, 449:24, 449:25, 450:23, 451:25  <b>disagreements</b> [1] - 453:24</p>	<p><b>disconnection</b> [1] - 446:9  <b>discuss</b> [2] - 376:8, 468:25  <b>discussed</b> [4] - 375:15, 439:13, 458:14, 473:16  <b>discussion</b> [8] - 368:25, 375:11, 378:5, 404:4, 405:6, 421:13, 437:18, 440:14  <b>discussions</b> [7] - 356:13, 375:10, 376:25, 377:8, 381:11, 413:21, 456:16  <b>Discussions</b> [1] - 381:11  <b>disparate</b> [2] - 408:1, 408:13  <b>displayed</b> [1] - 468:17  <b>disposal</b> [1] - 445:14  <b>dispute</b> [8] - 378:12, 380:15, 421:21, 443:9, 449:10, 454:16, 456:24, 457:2  <b>disputes</b> [7] - 445:19, 446:8, 447:23, 449:14, 460:5, 460:11, 462:3  <b>disruption</b> [1] - 434:5  <b>distinct</b> [1] - 461:12  <b>District</b> [1] - 448:21  <b>divide</b> [2] - 445:12, 454:23  <b>divide-and-conquer</b> [1] - 445:12  <b>dividends</b> [1] - 467:7  <b>Division</b> [3] - 357:23, 359:13, 360:4  <b>Division's</b> [3] - 357:13, 358:7, 361:14  <b>Docket</b> [2] - 356:4, 369:3  <b>docket</b> [2] - 432:9, 433:2  <b>dockets</b> [1] - 390:1  <b>document</b> [5] - 377:1, 427:22, 469:1, 475:16, 481:13  <b>Document</b> [1] - 477:22  <b>documents</b> [6] - 357:7, 360:2, 363:1, 368:25, 369:5, 369:9  <b>DoD</b> [3] - 464:2, 464:15, 474:13  <b>DoD/FEA</b> [10] -</p>	<p>463:12, 463:15, 463:19, 463:20, 464:1, 464:12, 464:21, 464:23, 475:20, 476:3  <b>dollars</b> [2] - 432:24, 466:23  <b>done</b> [13] - 358:25, 383:6, 383:10, 391:15, 408:9, 410:7, 426:24, 428:24, 430:16, 442:5, 455:22, 458:25, 466:3  <b>dot</b> [2] - 417:6, 417:8  <b>doubt</b> [1] - 444:20  <b>Douglas Denney</b> [4] - 356:10, 366:13, 366:18, 367:24  <b>down</b> [1] - 409:6  <b>DPU</b> [4] - 357:8, 362:16, 362:17, 364:18  <b>drafting</b> [1] - 396:6  <b>drag</b> [1] - 433:10  <b>draw</b> [1] - 459:23  <b>drop</b> [1] - 409:6  <b>Duarte</b> [7] - 374:20, 401:17, 417:6, 430:4, 437:12, 483:20, 484:7  <b>DUARTE</b> [16] - 360:16, 363:20, 364:4, 365:14, 365:17, 366:2, 374:21, 374:23, 430:2, 441:22, 441:25, 442:2, 442:7, 475:9, 483:21, 484:10  <b>due</b> [3] - 359:7, 362:1, 467:11  <b>duly</b> [5] - 366:19, 442:24, 462:19, 477:13, 481:2  <b>duration</b> [4] - 470:1, 470:7, 472:23, 473:18  <b>during</b> [7] - 358:1, 375:8, 406:22, 406:24, 428:3, 434:5, 470:1</p>	<p><b>effectuate</b> [1] - 370:19  <b>effectuating</b> [4] - 390:21, 391:18, 391:25, 392:6  <b>efficient</b> [2] - 362:14, 365:1  <b>effort</b> [8] - 380:20, 383:4, 383:6, 383:9, 384:11, 384:12, 467:19, 472:14  <b>efforts</b> [4] - 370:6, 455:25, 468:7, 469:20  <b>either</b> [9] - 367:13, 381:8, 391:20, 395:11, 399:11, 433:13, 445:10, 463:23, 467:1  <b>elaborate</b> [1] - 468:15  <b>element</b> [1] - 431:21  <b>Element</b> [1] - 438:10  <b>eliminate</b> [3] - 399:8, 435:11, 439:22  <b>eliminates</b> [1] - 441:11  <b>elucidated</b> [1] - 362:14  <b>Embarq</b> [15] - 387:13, 408:10, 411:2, 450:1, 450:2, 457:4, 457:6, 457:7, 458:9, 459:24, 460:3, 460:7, 460:12, 468:20  <b>Embarq's</b> [2] - 388:1, 450:14  <b>Embarq-CenturyLink</b> [2] - 387:13, 408:10  <b>Embarq-CenturyTel</b> [1] - 457:4  <b>employed</b> [5] - 366:25, 443:5, 443:7, 463:1, 463:3  <b>employee</b> [1] - 380:18  <b>employees</b> [2] - 435:17, 472:6  <b>employer</b> [1] - 463:2  <b>encounters</b> [1] - 462:6  <b>end</b> [3] - 358:25, 382:3, 437:6  <b>endeavor</b> [3] - 379:6, 379:9, 457:10  <b>endeavors</b> [1] - 432:13  <b>enforcement</b> [3] - 417:7, 417:17, 433:9  <b>England</b> [1] - 453:2  <b>ensue</b> [1] - 456:19</p>
<b>E</b>				
<p><b>eager</b> [1] - 472:16  <b>early</b> [4] - 377:13, 377:16, 380:19, 484:19  <b>easily</b> [1] - 382:16  <b>effect</b> [1] - 358:10  <b>effective</b> [2] - 407:6, 455:12  <b>effectively</b> [1] - 470:20</p>				

<p><b>ensure</b> [3] - 448:15, 448:18, 478:12 <b>enter</b> [2] - 375:10, 441:8 <b>entered</b> [3] - 457:6, 464:23, 482:19 <b>entering</b> [1] - 368:7 <b>entertain</b> [2] - 389:4, 392:5 <b>entirely</b> [2] - 416:1, 469:7 <b>entitled</b> [1] - 422:23 <b>entity</b> [6] - 446:7, 446:8, 446:10, 446:11, 448:18, 459:15 <b>entity's</b> [1] - 459:5 <b>envision</b> [1] - 360:23 <b>equation</b> [2] - 402:13, 459:25 <b>equipment</b> [1] - 472:1 <b>Eric Orton</b> [2] - 477:12, 477:19 <b>err</b> [1] - 405:8 <b>error</b> [10] - 401:18, 402:1, 402:5, 402:6, 402:7, 402:8, 404:3, 404:6, 405:9, 405:22 <b>errors</b> [9] - 401:13, 401:14, 401:15, 401:22, 402:3, 402:16, 404:4, 404:5, 405:7 <b>escalate</b> [1] - 415:12 <b>Eschelon Telecom</b> [1] - 380:25 <b>Especially</b> [1] - 445:17 <b>essence</b> [1] - 397:24 <b>essential</b> [4] - 401:4, 402:24, 404:10, 460:24 <b>essentially</b> [1] - 416:14 <b>Essentially</b> [1] - 482:11 <b>establish</b> [2] - 451:16, 454:2 <b>established</b> [4] - 394:1, 451:4, 451:21, 452:1 <b>establishes</b> [2] - 454:4, 454:5 <b>establishing</b> [1] - 390:3 <b>estimated</b> [1] - 466:21 <b>eventually</b> [1] - 466:15 <b>evidence</b> [5] - 418:4,</p>	<p>418:5, 418:11, 464:11, 475:20 <b>exact</b> [4] - 382:6, 427:17, 428:1, 428:19 <b>Exactly</b> [3] - 364:25, 456:6 <b>exactly</b> [12] - 418:19, 424:13, 424:25, 425:14, 425:25, 426:18, 429:3, 429:13, 429:16, 440:20, 452:14, 476:13 <b>EXAMINATION</b> [1] - 481:4 <b>examine</b> [1] - 483:15 <b>examined</b> [5] - 366:20, 442:25, 462:20, 477:14, 481:3 <b>example</b> [9] - 358:5, 359:13, 360:8, 409:8, 412:10, 417:1, 450:8, 456:10, 466:6 <b>examples</b> [1] - 405:14 <b>exceed</b> [4] - 372:17, 415:20, 416:7, 419:23 <b>exceeds</b> [1] - 441:3 <b>excess</b> [1] - 421:16 <b>exchanging</b> [1] - 385:19 <b>exclusion</b> [1] - 453:8 <b>excuse</b> [2] - 451:17, 453:17 <b>excused</b> [8] - 441:20, 442:8, 462:11, 475:5, 477:2, 477:3, 480:14, 484:3 <b>executed</b> [1] - 365:20 <b>execution</b> [1] - 469:16 <b>executives</b> [1] - 376:7 <b>exemption</b> [4] - 446:3, 457:9, 458:8, 458:15 <b>exhibit</b> [3] - 367:5, 475:11, 482:20 <b>Exhibit</b> [5] - 367:5, 409:8, 409:12, 415:16, 443:16 <b>Exhibit 1</b> [2] - 367:4, 443:14 <b>Exhibit 4</b> [3] - 464:1, 464:2, 468:18 <b>Exhibit 5</b> [2] - 463:20, 464:12 <b>Exhibit 6</b> [1] - 475:21 <b>Exhibit No. 6</b> [1] - 476:3</p>	<p><b>Exhibits</b> [2] - 463:15, 464:12 <b>exhibits</b> [2] - 464:16, 464:21 <b>exist</b> [8] - 390:5, 401:19, 402:4, 404:7, 412:20, 422:20, 423:19, 431:11 <b>existed</b> [4] - 394:8, 416:4, 438:4, 438:17 <b>existing</b> [2] - 432:6, 472:4 <b>exists</b> [2] - 397:14, 452:24 <b>expand</b> [1] - 448:17 <b>expanded</b> [2] - 457:23, 479:17 <b>expanding</b> [1] - 446:11 <b>expect</b> [8] - 369:13, 369:16, 397:23, 422:1, 429:5, 434:4, 434:7, 476:7 <b>expectation</b> [1] - 360:7 <b>expectations</b> [2] - 356:23, 357:2 <b>expected</b> [1] - 360:12 <b>expecting</b> [2] - 438:3, 438:4 <b>expedited</b> [1] - 454:16 <b>expend</b> [1] - 454:24 <b>expenditure</b> [1] - 445:18 <b>expense</b> [2] - 432:15, 437:2 <b>expensive</b> [1] - 457:10 <b>experience</b> [7] - 430:12, 431:25, 432:4, 435:3, 458:13, 460:8, 468:13 <b>experienced</b> [1] - 379:1 <b>experiences</b> [2] - 432:10, 459:9 <b>expertise</b> [1] - 474:22 <b>explain</b> [4] - 359:13, 437:21, 439:14, 440:9 <b>explained</b> [1] - 411:1 <b>explaining</b> [1] - 388:12 <b>expressed</b> [1] - 439:8 <b>extended</b> [2] - 471:23, 474:21 <b>extension</b> [1] - 445:24</p>	<p><b>extensive</b> [1] - 476:8 <b>extent</b> [4] - 434:21, 434:22, 453:5, 474:20</p> <p style="text-align: center;"><b>F</b></p> <p><b>facilitate</b> [1] - 393:2 <b>facilities</b> [1] - 370:3 <b>facing</b> [1] - 373:20 <b>fact</b> [15] - 380:17, 396:1, 404:11, 409:17, 423:21, 449:20, 450:2, 451:12, 452:18, 452:25, 453:9, 456:3, 457:17, 458:5, 459:24 <b>factor</b> [1] - 457:23 <b>failed</b> [2] - 431:5, 453:8 <b>fair</b> [7] - 365:3, 375:14, 400:9, 413:5, 459:13, 461:2, 461:7 <b>fairly</b> [6] - 379:9, 379:24, 380:11, 385:24, 468:9 <b>fall</b> [3] - 431:14, 451:9, 470:15 <b>falls</b> [2] - 470:8, 470:24 <b>false</b> [3] - 401:14, 401:16, 404:5 <b>familiar</b> [6] - 381:3, 385:3, 388:14, 447:25, 454:12, 478:21 <b>far</b> [3] - 387:12, 391:19, 416:22 <b>fashion</b> [1] - 452:5 <b>FCC</b> [22] - 382:5, 383:18, 384:3, 387:7, 387:14, 390:19, 391:7, 391:14, 408:9, 411:1, 430:25, 450:21, 451:12, 451:15, 451:21, 451:25, 452:1, 452:7, 452:20, 453:10, 453:11, 454:8 <b>FCC's</b> [3] - 438:9, 451:4, 468:16 <b>FEA/DoD</b> [1] - 465:12 <b>features</b> [1] - 478:16 <b>federal</b> [1] - 474:13 <b>Federal Court</b> [2] - 456:4, 456:7 <b>Federal Executive Agencies</b> [2] - 463:10, 475:19 <b>Federal Government</b> [11] -</p>	<p>465:13, 465:21, 466:1, 466:14, 470:3, 470:13, 470:16, 470:18, 470:20, 471:6, 472:11 <b>felt</b> [1] - 432:9 <b>Fenn</b> [2] - 358:8, 467:15 <b>few</b> [5] - 375:16, 375:21, 398:19, 409:25, 410:4 <b>field</b> [1] - 445:16 <b>fight</b> [1] - 413:15 <b>figure</b> [3] - 415:24, 416:10, 437:20 <b>file</b> [7] - 360:5, 361:20, 361:21, 361:25, 363:1, 463:7, 478:24 <b>filed</b> [17] - 357:7, 358:22, 359:23, 360:12, 361:12, 363:24, 364:13, 367:2, 367:8, 456:3, 460:9, 463:9, 463:11, 463:18, 475:17, 481:18, 484:19 <b>filing</b> [5] - 356:25, 362:22, 365:21, 372:24, 373:1 <b>filings</b> [2] - 362:3, 457:25 <b>finalizing</b> [1] - 447:19 <b>Finally</b> [1] - 472:18 <b>finally</b> [7] - 446:15, 448:20, 448:25, 449:8, 454:10, 456:14, 472:3 <b>financial</b> [2] - 466:20, 466:25 <b>fine</b> [6] - 363:13, 363:18, 364:5, 406:14, 442:7, 442:11 <b>Fine</b> [1] - 447:16 <b>finish</b> [2] - 362:19, 476:13 <b>finished</b> [1] - 484:14 <b>firm</b> [1] - 463:3 <b>First</b> [5] - 453:1, 453:7, 453:9, 466:20, 469:3 <b>first</b> [17] - 366:10, 389:6, 389:18, 392:8, 397:22, 403:1, 411:10, 419:10, 426:1, 427:17, 429:4, 468:12, 469:11, 471:21, 471:22, 478:10, 484:8 <b>five</b> [6] - 361:8,</p>
---	--	---	--	---

<p>362:7, 376:12, 407:1, 413:6, 413:7 <b>five-minute</b> [1] - 362:7 <b>fix</b> [2] - 415:12, 415:13 <b>flexibility</b> [2] - 363:12, 478:19 <b>flexible</b> [1] - 479:16 <b>flip</b> [2] - 404:8, 404:20 <b>fluctuations</b> [7] - 371:21, 371:23, 411:19, 411:21, 411:23, 440:18, 441:7 <b>fly</b> [2] - 375:2, 375:6 <b>focused</b> [3] - 438:13, 461:15, 461:17 <b>focuses</b> [2] - 368:1, 466:18 <b>focussing</b> [2] - 402:12, 479:13 <b>folks</b> [1] - 361:1 <b>follow</b> [3] - 369:13, 369:16, 407:24 <b>follows</b> [6] - 366:20, 372:21, 442:25, 462:20, 477:14, 481:3 <b>footnote</b> [1] - 409:6 <b>Footnote</b> [1] - 409:7 <b>force</b> [4] - 392:6, 397:3, 437:14, 448:19 <b>force majeure</b> [2] - 412:20, 420:6 <b>forced</b> [4] - 390:20, 390:25, 391:6, 391:24 <b>forces</b> [1] - 466:7 <b>forcing</b> [2] - 437:13, 445:9 <b>forego</b> [1] - 445:15 <b>forestall</b> [1] - 472:14 <b>forever</b> [1] - 484:6 <b>form</b> [5] - 415:3, 434:24, 452:19, 467:25, 468:1 <b>formal</b> [1] - 460:9 <b>formally</b> [1] - 466:3 <b>forth</b> [2] - 414:9, 474:17 <b>forum</b> [2] - 384:23, 461:18 <b>forward</b> [12] - 369:14, 369:17, 373:19, 373:21, 396:10, 397:6, 397:11, 413:22, 440:6, 441:1, 458:16, 484:18 <b>four</b> [7] - 359:4, 382:3, 382:19, 382:23, 417:6, 417:8,</p>	<p>445:24 <b>frame</b> [3] - 375:12, 377:15, 382:6 <b>frames</b> [1] - 377:23 <b>frankly</b> [2] - 358:3, 453:7 <b>Frankly</b> [1] - 361:2 <b>front</b> [2] - 410:24, 411:9 <b>Frontier</b> [3] - 389:25, 430:17, 431:8 <b>fulfills</b> [1] - 469:17 <b>fully</b> [2] - 431:9, 431:10 <b>fundamentally</b> [1] - 461:10 <b>future</b> [2] - 441:7, 468:9</p> <p style="text-align: center;"><b>G</b></p> <p><b>game</b> [2] - 406:14, 406:18 <b>Gates</b> [2] - 368:4, 368:22 <b>Gates'</b> [2] - 387:20, 388:13 <b>geared</b> [1] - 461:15 <b>gener</b> [1] - 438:23 <b>general</b> [2] - 453:11, 468:18 <b>generally</b> [1] - 386:9 <b>generate</b> [1] - 438:23 <b>given</b> [2] - 382:4, 454:24 <b>global</b> [2] - 376:9, 417:4 <b>Global Naps</b> [2] - 453:2, 453:6 <b>Glover's</b> [1] - 484:8 <b>goal</b> [9] - 372:5, 372:8, 401:6, 401:7, 403:1, 403:10, 405:4, 405:5 <b>golf</b> [1] - 413:2 <b>golfed</b> [1] - 413:3 <b>gonna</b> [24] - 356:7, 356:15, 356:22, 363:5, 363:21, 363:23, 365:7, 371:24, 372:1, 372:2, 374:5, 377:25, 402:18, 406:21, 421:3, 421:6, 423:6, 430:5, 434:15, 441:2, 459:20, 462:6, 484:17 <b>govern</b> [1] - 459:20 <b>governing</b> [1] - 471:3 <b>government</b> [3] - 470:6, 470:8, 472:4</p>	<p><b>grant</b> [3] - 383:18, 383:21, 384:3 <b>granted</b> [3] - 382:4, 384:10, 478:19 <b>granting</b> [1] - 385:6 <b>great</b> [5] - 365:24, 465:6, 467:13, 467:19, 468:14 <b>greater</b> [6] - 408:15, 415:10, 415:11, 446:14, 446:23, 455:6 <b>greatly</b> [1] - 419:6 <b>grounded</b> [1] - 445:13 <b>grow</b> [1] - 432:15 <b>guarantees</b> [2] - 374:2 <b>guess</b> [5] - 361:9, 401:15, 434:6, 455:18, 472:8 <b>guidance</b> [2] - 362:8, 452:24 <b>guidelines</b> [1] - 390:16</p> <p style="text-align: center;"><b>H</b></p> <p><b>half</b> [2] - 413:4 <b>handful</b> [2] - 386:4 <b>handles</b> [1] - 465:21 <b>hard</b> [4] - 376:17, 392:16, 392:18, 392:19 <b>harm</b> [8] - 387:2, 416:15, 418:12, 418:25, 419:4, 419:7, 446:20 <b>Hart</b> [1] - 361:13 <b>Hart-Scott-Rodino</b> [1] - 361:13 <b>hear</b> [11] - 356:7, 362:5, 362:17, 434:11, 437:4, 442:10, 458:4, 459:17, 476:9, 480:21 <b>heard</b> [19] - 363:25, 368:25, 370:6, 370:11, 370:14, 374:1, 374:3, 427:14, 427:22, 427:24, 427:25, 428:5, 433:22, 439:20, 440:7, 440:14, 462:1, 467:15, 468:13 <b>hearing</b> [13] - 356:23, 357:2, 357:5, 357:17, 358:7, 362:18, 375:8, 468:5, 476:6, 484:7, 484:15, 484:16, 484:23 <b>hearings</b> [1] - 358:1</p>	<p><b>held</b> [1] - 449:4 <b>help</b> [1] - 480:20 <b>hence</b> [1] - 363:2 <b>hereunder</b> [1] - 417:19 <b>herself</b> [1] - 480:20 <b>Hi</b> [1] - 444:16 <b>high</b> [1] - 376:7 <b>high-level</b> [1] - 376:7 <b>higher</b> [1] - 412:3 <b>highly</b> [1] - 367:13 <b>highly-confidential</b> [1] - 367:13 <b>history</b> [4] - 368:6, 438:25, 439:1, 445:4 <b>hit</b> [2] - 436:20, 439:2 <b>hold</b> [1] - 362:18 <b>holding</b> [1] - 451:6 <b>holdover</b> [1] - 409:21 <b>home</b> [1] - 484:22 <b>homing</b> [1] - 446:12 <b>Honors</b> [2] - 364:10, 430:2 <b>hope</b> [4] - 372:8, 373:25, 423:24, 476:10 <b>hopefully</b> [1] - 392:23 <b>hot</b> [1] - 483:13 <b>hours</b> [2] - 382:25, 386:3 <b>housekeeping</b> [2] - 365:15, 484:4 <b>HSR</b> [3] - 357:7, 360:2, 363:1 <b>hugely</b> [1] - 457:10 <b>hugely-expensive</b> [1] - 457:10 <b>hundred</b> [1] - 382:16 <b>hundreds</b> [2] - 386:3, 466:4 <b>Hunsucker</b> [2] - 458:5, 459:18 <b>hurdle</b> [1] - 455:2</p> <p style="text-align: center;"><b>I</b></p> <p><b>ICA</b> [4] - 368:6, 432:23, 433:3 <b>ICAs</b> [7] - 368:14, 368:18, 378:13, 378:14, 378:22, 445:24, 445:25 <b>idea</b> [2] - 389:1, 433:7 <b>identical</b> [1] - 441:9 <b>identify</b> [2] - 472:15, 480:20 <b>ILEC</b> [9] - 368:10,</p>	<p>370:1, 380:21, 390:20, 390:21, 457:1, 457:13, 457:14, 459:10 <b>ILECs</b> [1] - 370:4 <b>impact</b> [4] - 370:16, 424:23, 434:10, 436:3 <b>impacts</b> [2] - 436:3, 478:5 <b>implementation</b> [2] - 417:7, 417:16 <b>implications</b> [1] - 451:7 <b>implied</b> [1] - 439:24 <b>importance</b> [2] - 374:4, 461:13 <b>important</b> [4] - 370:14, 398:5, 445:2, 461:3 <b>impose</b> [2] - 400:13, 422:3 <b>imposed</b> [2] - 445:20, 467:5 <b>imposes</b> [1] - 466:20 <b>impossible</b> [1] - 359:2 <b>improper</b> [2] - 359:12, 446:11 <b>improve</b> [1] - 403:9 <b>improved</b> [1] - 397:18 <b>inadequate</b> [1] - 472:12 <b>incent</b> [6] - 396:11, 401:7, 405:5, 426:14, 436:1 <b>incented</b> [1] - 373:22 <b>incenting</b> [2] - 407:6, 407:7 <b>incentive</b> [3] - 401:9, 404:1, 406:12 <b>incentives</b> [5] - 372:11, 396:13, 403:5, 403:21, 437:1 <b>incent's</b> [1] - 416:20 <b>include</b> [1] - 397:2 <b>included</b> [1] - 439:5 <b>includes</b> [1] - 367:5 <b>including</b> [4] - 357:12, 368:11, 383:15, 383:25 <b>Including</b> [2] - 438:6, 469:9 <b>inconsistent</b> [1] - 408:2 <b>incorporates</b> [1] - 479:22 <b>incorporating</b> [1] - 419:12 <b>incorrect</b> [2] - 380:23, 422:10</p>
---	--	---	--	---

<p><b>increase</b> [2] - 467:7, 469:12  <b>incred</b> [1] - 432:14  <b>incredible</b> [1] - 432:15  <b>incumbent</b> [2] - 379:5, 403:9  <b>incumbents</b> [1] - 440:1  <b>incur</b> [1] - 445:10  <b>incurred</b> [1] - 419:1  <b>indeed</b> [3] - 415:8, 425:25, 470:12  <b>independent</b> [1] - 450:1  <b>indicate</b> [1] - 468:18  <b>indicated</b> [1] - 474:25  <b>indicates</b> [1] - 471:11  <b>indicative</b> [1] - 412:16  <b>individual</b> [4] - 427:4, 466:5, 471:2, 471:3  <b>indulgence</b> [1] - 361:5  <b>industry</b> [4] - 446:24, 449:22, 453:24, 462:5  <b>information</b> [7] - 367:16, 373:19, 379:12, 393:17, 427:6, 443:20, 479:17  <b>initial</b> [2] - 378:1, 379:8  <b>inroads</b> [2] - 470:16, 470:17  <b>instance</b> [1] - 432:7  <b>instances</b> [3] - 403:23, 405:8, 405:11  <b>instead</b> [1] - 417:8  <b>insufficient</b> [1] - 454:9  <b>Integra</b> [13] - 367:4, 367:5, 367:9, 367:10, 368:10, 369:24, 369:25, 376:3, 378:19, 414:3, 416:9, 434:17, 438:20  <b>Integra Telecom</b> [3] - 367:1, 367:2, 367:25  <b>integrate</b> [1] - 435:18  <b>integrating</b> [2] - 370:7, 433:24  <b>integration</b> [3] - 368:17, 370:6, 435:9  <b>intended</b> [5] - 399:3, 399:6, 422:20, 433:14, 436:14  <b>intent</b> [2] - 410:22, 437:5</p>	<p><b>intention</b> [5] - 357:16, 360:15, 360:21, 366:5  <b>intentions</b> [1] - 357:4  <b>inter</b> [1] - 451:16  <b>inter-carrier</b> [1] - 451:16  <b>interchangeably</b> [1] - 395:6  <b>interconnection</b> [3] - 443:9, 446:6, 450:9  <b>interconnection agreement</b> [3] - 421:23, 456:11, 456:15  <b>interconnection agreements</b> [4] - 368:11, 378:7, 422:2, 447:20  <b>interest</b> [4] - 362:1, 417:21, 465:13, 466:13  <b>interested</b> [1] - 467:16  <b>interests</b> [1] - 479:18  <b>Internet</b> [4] - 461:11, 461:15, 461:17, 461:23  <b>Internet-focused</b> [1] - 461:15  <b>interpretation</b> [3] - 445:7, 446:16, 456:23  <b>interrogatory</b> [1] - 378:17  <b>interrupt</b> [1] - 418:2  <b>interstate</b> [1] - 451:10  <b>intrastate</b> [1] - 451:11  <b>introduce</b> [1] - 459:2  <b>introducing</b> [1] - 465:12  <b>introduction</b> [1] - 459:7  <b>investigate</b> [1] - 399:5  <b>investments</b> [1] - 467:17  <b>invited</b> [1] - 375:25  <b>invoice</b> [1] - 446:15  <b>invoices</b> [1] - 462:3  <b>invoked</b> [3] - 421:14, 424:2, 424:3  <b>involve</b> [2] - 376:2, 376:3  <b>involved</b> [20] - 357:9, 368:2, 368:9, 375:22, 376:24, 380:20, 380:24, 381:7, 381:12, 383:1, 385:1, 385:4, 385:11,</p>	<p>385:14, 385:23, 386:3, 390:1, 391:20, 450:4, 450:8  <b>involvement</b> [1] - 382:12  <b>involving</b> [2] - 361:14, 472:6  <b>IP</b> [1] - 461:11  <b>ISP</b> [17] - 449:13, 451:5, 451:8, 451:12, 451:17, 452:9, 452:14, 452:15, 452:19, 452:24, 453:11, 453:17, 453:20, 453:25, 454:3, 456:23  <b>ISP-bound</b> [6] - 451:8, 451:12, 451:17, 452:14, 452:15, 452:19  <b>issue</b> [17] - 356:15, 361:13, 371:24, 372:2, 372:4, 374:1, 390:7, 425:4, 425:6, 441:15, 450:12, 453:7, 455:16, 456:14, 456:20, 457:3, 458:2  <b>issues</b> [12] - 362:5, 369:10, 369:20, 375:2, 378:4, 385:18, 430:23, 431:3, 431:24, 448:19, 468:22, 482:2  <b>it'll</b> [2] - 417:3, 420:23  <b>item</b> [8] - 471:9, 471:11, 471:21, 471:22, 471:25, 472:3, 472:18, 473:16  <b>items</b> [2] - 466:15, 469:3  <b>itself</b> [5] - 386:16, 398:17, 454:17, 469:1, 482:4</p>	<p>358:8, 359:20, 360:3, 365:18, 369:7, 370:13, 372:6, 373:19, 376:17, 378:18, 391:2, 398:7, 398:13, 398:14, 404:10, 434:12, 437:4, 437:13, 437:15, 439:4, 441:13, 445:2, 464:24, 478:22, 479:6, 479:8, 481:20, 482:14  <b>Joint CLECs</b> [13] - 356:10, 359:25, 361:18, 362:24, 364:16, 366:13, 370:18, 376:3, 434:17, 445:23, 461:9, 461:16, 461:24  <b>Judge</b> [1] - 356:20  <b>jumping</b> [1] - 469:24  <b>jurisdiction</b> [1] - 452:8  <b>justification</b> [4] - 454:2, 454:5, 454:6, 454:7  <b>justified</b> [1] - 405:10</p>	<p>431:22, 432:18, 432:19, 432:20, 432:25, 433:5, 433:7, 433:9, 433:19, 434:9, 434:12, 434:15, 434:19, 435:9, 435:10, 435:13, 436:1, 436:10, 436:13, 436:14, 436:18, 437:1, 437:25, 438:1, 438:4, 438:5, 439:24, 440:5, 441:5  <b>Kind</b> [2] - 370:3, 436:20  <b>KING</b> [1] - 462:18  <b>King</b> [11] - 362:20, 366:5, 462:13, 462:15, 462:25, 463:4, 464:22, 473:4, 473:12, 475:5, 477:2  <b>kinks</b> [1] - 435:14  <b>knowledge</b> [4] - 367:18, 444:7, 457:13, 464:9  <b>knowledgeable</b> [1] - 377:22  <b>known</b> [1] - 380:20</p>
		<b>J</b>	<b>K</b>	<b>L</b>
		<p><b>January</b> [4] - 412:11, 412:14, 412:18  <b>Johnson</b> [1] - 462:1  <b>Johnson's</b> [1] - 369:1  <b>joint</b> [2] - 445:22, 461:5  <b>Joint</b> [7] - 392:7, 434:24, 437:14, 445:22, 460:21, 479:15  <b>Joint Applicants</b> [30] - 356:12, 357:23,</p>	<p><b>K-i-n-g</b> [1] - 462:25  <b>kept</b> [1] - 420:1  <b>key</b> [1] - 391:9  <b>kick</b> [2] - 395:24, 405:18  <b>kind</b> [85] - 357:16, 368:5, 368:20, 369:18, 370:6, 370:7, 370:17, 370:18, 370:23, 373:25, 376:1, 380:25, 385:1, 385:15, 385:19, 387:2, 388:3, 388:7, 390:3, 390:15, 394:10, 394:12, 394:20, 397:10, 397:25, 399:1, 399:4, 400:4, 401:14, 404:5, 405:14, 406:9, 406:10, 408:7, 408:11, 413:13, 413:18, 414:7, 414:10, 414:11, 415:6, 415:13, 416:19, 418:3, 418:5, 418:8, 418:13, 418:20, 419:3, 421:7, 423:1, 430:11, 430:18, 430:25, 431:8, 431:19,</p>	<p><b>lack</b> [2] - 358:11, 418:20  <b>Lake</b> [1] - 482:11  <b>language</b> [16] - 372:3, 375:1, 375:6, 405:2, 413:12, 425:5, 426:9, 426:15, 439:7, 439:13, 439:16, 440:10, 440:12, 440:19, 441:14  <b>large</b> [3] - 438:18, 438:19, 465:25  <b>largely</b> [1] - 469:1  <b>larger</b> [3] - 412:6, 412:8, 466:11  <b>largest</b> [3] - 438:21, 465:14  <b>last</b> [13] - 359:9, 366:10, 370:2, 375:8, 375:16, 428:8, 428:17, 462:23, 471:21, 471:23, 472:3, 472:18, 473:16  <b>late</b> [1] - 375:1  <b>Law</b> [1] - 443:8  <b>law</b> [8] - 369:13, 369:15, 445:1, 445:7, 446:1, 446:20, 456:10, 474:20  <b>laws</b> [2] - 369:6,</p>



<p>369:8 <b>lawyer</b> [1] - 448:6 <b>lead</b> [2] - 408:1, 449:14 <b>least</b> [10] - 369:25, 379:25, 382:25, 386:15, 386:20, 406:23, 410:5, 421:21, 455:3, 480:20 <b>left</b> [1] - 416:4 <b>legal</b> [10] - 364:20, 417:22, 449:2, 449:5, 451:4, 453:19, 454:2, 454:4, 454:5, 454:7 <b>legislature</b> [1] - 478:20 <b>legitimate</b> [2] - 425:8, 455:11 <b>less</b> [2] - 406:25, 407:12 <b>level</b> [10] - 373:13, 376:7, 416:11, 435:1, 436:20, 445:16, 467:9, 470:6, 470:7, 470:14 <b>Level</b> [2] - 442:10, 450:14 <b>Level 3</b> [24] - 364:16, 442:16, 443:15, 444:17, 444:18, 445:22, 447:20, 448:15, 449:22, 449:24, 449:25, 450:9, 450:17, 454:17, 455:2, 455:10, 455:16, 456:3, 456:10, 456:20, 460:9, 461:3, 461:8, 461:10 <b>Level 3 Communications</b> [1] - 443:7 <b>levels</b> [3] - 359:2, 427:17, 436:11 <b>leverage</b> [1] - 383:5 <b>liability</b> [2] - 417:21, 419:25 <b>life</b> [1] - 380:17 <b>lifeline</b> [2] - 479:14, 479:17 <b>light</b> [1] - 452:22 <b>lights</b> [1] - 483:14 <b>likely</b> [2] - 423:22, 423:24 <b>line</b> [11] - 376:20, 376:21, 376:22, 377:5, 377:19, 438:16, 448:13, 459:4, 469:14, 469:15 <b>Lines</b> [1] - 408:23 <b>lines</b> [4] - 377:20,</p>	<p>378:1, 458:6, 469:13 <b>liquidated</b> [12] - 416:14, 416:22, 416:23, 416:25, 418:8, 418:16, 418:18, 418:19, 418:21, 418:24, 419:12, 419:18 <b>list</b> [1] - 357:12 <b>listed</b> [3] - 363:17, 461:1, 470:2 <b>litigate</b> [2] - 448:19, 455:7 <b>litigating</b> [1] - 455:1 <b>litigation</b> [5] - 445:11, 456:4, 456:19, 457:18, 460:6 <b>live</b> [3] - 356:24, 363:22, 364:3 <b>local</b> [3] - 457:22, 458:17, 458:20 <b>location</b> [1] - 466:11 <b>Long-Term</b> [1] - 384:12 <b>Long-Term PID Administrator</b> [1] - 384:18 <b>Look</b> [3] - 397:6, 399:2, 433:14 <b>look</b> [18] - 365:25, 379:12, 390:3, 397:22, 405:13, 407:2, 409:23, 410:11, 411:7, 411:15, 411:23, 417:2, 437:23, 437:24, 438:25, 439:1, 440:14, 484:18 <b>looked</b> [3] - 388:4, 393:10, 394:2 <b>looking</b> [8] - 371:8, 387:1, 387:2, 406:5, 417:11, 431:1, 431:23, 438:18 <b>looks</b> [2] - 476:18, 482:25 <b>loops</b> [1] - 435:19 <b>loss</b> [1] - 472:10 <b>lost</b> [2] - 404:14, 428:22 <b>lower</b> [3] - 412:3, 470:2, 470:3 <b>LTPA</b> [2] - 384:13, 384:15 <b>lunch</b> [2] - 476:9, 476:15</p>	<p><b>maintained</b> [1] - 373:24 <b>maintenance</b> [1] - 474:7 <b>majeure</b> [1] - 397:3 <b>majeure-type</b> [1] - 397:3 <b>Majoros</b> [1] - 463:4 <b>manage</b> [1] - 435:9 <b>management</b> [2] - 459:6, 459:20 <b>managing</b> [1] - 459:9 <b>manner</b> [6] - 386:8, 386:12, 386:18, 394:24, 396:14, 440:6 <b>marked</b> [4] - 367:4, 367:10, 463:15, 463:19 <b>market</b> [8] - 438:6, 438:7, 438:12, 438:14, 438:17, 438:19, 470:17, 470:18 <b>Marketing</b> [1] - 369:3 <b>marketplace</b> [1] - 446:25 <b>marshal</b> [3] - 455:3, 455:10, 456:7 <b>MARTINEZ</b> [1] - 480:18 <b>Martinez</b> [2] - 480:24, 482:8 <b>Martinez's</b> [1] - 483:7 <b>material</b> [2] - 455:8, 455:9 <b>matter</b> [6] - 365:15, 379:17, 449:16, 452:18, 457:17, 478:24 <b>matters</b> [4] - 433:1, 443:9, 443:10, 455:9 <b>mean</b> [90] - 358:20, 359:1, 364:5, 373:13, 374:2, 375:5, 375:10, 376:16, 378:15, 381:7, 382:8, 383:2, 384:25, 385:1, 385:13, 385:18, 386:19, 387:14, 387:25, 388:22, 389:10, 389:21, 389:23, 390:24, 390:25, 391:6, 392:7, 392:10, 392:18, 393:6, 393:14, 393:19, 394:2, 394:5, 395:8, 395:21, 396:3, 397:18, 400:2, 400:3, 400:17, 401:5, 401:9, 402:12, 403:1, 403:5,</p>	<p>403:18, 403:21, 404:25, 406:8, 407:2, 408:4, 408:13, 409:23, 411:25, 412:8, 412:19, 413:1, 414:15, 418:1, 418:4, 418:6, 418:18, 418:19, 418:22, 418:23, 419:5, 420:2, 421:6, 425:2, 426:4, 427:20, 428:10, 432:11, 432:12, 434:6, 434:7, 434:11, 437:23, 438:6, 438:10, 438:20, 438:22, 439:17, 440:12, 442:2, 451:2, 455:8, 470:15, 476:13 <b>meaning</b> [1] - 471:5 <b>meaningless</b> [1] - 420:23 <b>means</b> [5] - 392:19, 395:21, 415:5, 470:18 <b>meant</b> [2] - 385:6, 418:15 <b>measure</b> [22] - 372:16, 379:19, 380:7, 380:8, 394:12, 395:1, 396:19, 396:20, 397:1, 397:15, 399:5, 399:8, 405:15, 423:18, 424:7, 426:12, 429:9, 429:25, 434:25, 435:5, 440:25 <b>measured</b> [4] - 404:6, 479:14, 479:16 <b>measurement</b> [4] - 387:19, 419:16, 419:21, 424:9 <b>measurements</b> [1] - 431:9 <b>measures</b> [14] - 379:11, 386:6, 387:16, 387:25, 388:2, 393:24, 399:11, 399:14, 399:15, 400:4, 401:20, 429:10, 430:21, 436:14 <b>measuring</b> [2] - 379:16, 422:11 <b>meat</b> [1] - 413:19 <b>mechanism</b> [4] - 431:2, 437:6, 451:10, 452:10 <b>mechanisms</b> [1] - 433:10 <b>mediator</b> [1] - 385:14 <b>meet</b> [2] - 400:8, 403:7 <b>mentioned</b> [3] -</p>	<p>401:7, 434:14, 467:2 <b>mentioning</b> [1] - 401:21 <b>merely</b> [1] - 446:19 <b>merge</b> [2] - 391:21, 472:7 <b>merged</b> [10] - 400:10, 424:23, 425:12, 432:19, 433:24, 466:21, 468:6, 470:23, 471:19, 472:16 <b>merger</b> [12] - 369:21, 371:8, 371:9, 371:15, 372:11, 372:23, 373:1, 374:6, 379:19, 379:23, 383:12, 387:1, 387:3, 387:10, 387:13, 387:15, 388:19, 389:9, 390:1, 390:8, 390:23, 391:4, 391:13, 391:19, 392:3, 393:8, 393:13, 393:18, 395:3, 395:18, 395:19, 396:12, 396:17, 396:22, 396:23, 397:2, 397:13, 397:16, 397:20, 397:23, 398:1, 398:2, 398:4, 398:8, 398:12, 398:16, 398:17, 398:24, 399:13, 399:15, 399:16, 399:20, 400:11, 400:16, 400:22, 400:23, 401:9, 401:10, 403:10, 406:3, 406:4, 406:6, 406:12, 406:14, 406:17, 406:19, 407:19, 411:2, 414:2, 414:5, 414:24, 416:17, 423:2, 423:4, 424:1, 424:13, 424:24, 425:10, 425:14, 425:18, 426:13, 426:19, 427:18, 429:4, 430:13, 430:18, 430:20, 430:22, 432:10, 432:17, 434:3, 435:3, 436:25, 437:17, 440:5, 455:17, 457:4, 459:15, 460:25, 466:20, 466:22, 466:24, 467:1, 467:2, 469:20, 471:14, 472:9, 478:6, 478:9, 478:15, 478:17,</p>
	<p style="text-align: center;"><b>M</b></p>			
	<p><b>maintain</b> [2] - 436:25, 470:5</p>			

<p>479:12, 479:22, 481:24 <b>merger's</b> [1] - 368:16 <b>mergers</b> [2] - 430:12, 468:13 <b>merging</b> [3] - 471:12, 471:16, 471:17 <b>Merz</b> [9] - 356:8, 365:13, 366:9, 366:12, 437:8, 460:15, 473:24, 480:8, 483:22 <b>MERZ</b> [15] - 356:9, 364:21, 365:5, 366:13, 366:22, 374:10, 437:9, 437:11, 441:17, 442:1, 442:4, 460:16, 473:25, 480:9, 483:23 <b>met</b> [2] - 376:7, 479:19 <b>methodology</b> [3] - 373:5, 394:20, 424:9 <b>methods</b> [1] - 398:23 <b>metrics</b> [3] - 434:25, 468:17, 474:8 <b>midst</b> [1] - 368:18 <b>might</b> [5] - 408:6, 433:25, 458:25, 474:21, 480:20 <b>mile</b> [1] - 370:2 <b>military</b> [1] - 465:25 <b>million</b> [13] - 415:20, 415:24, 416:7, 416:8, 419:24, 420:1, 420:13, 420:17, 420:22, 420:25, 421:4, 421:16, 437:20 <b>mind</b> [3] - 371:23, 418:22, 441:12 <b>minds</b> [1] - 449:18 <b>minimize</b> [3] - 373:23, 394:21, 434:9 <b>Minnesota</b> [7] - 369:2, 409:22, 409:24, 410:5, 410:10, 410:16, 424:17 <b>minute</b> [4] - 362:7, 375:8, 411:5, 417:3 <b>minutes</b> [2] - 361:8, 364:10 <b>misread</b> [1] - 473:21 <b>miss</b> [1] - 438:1 <b>missed</b> [1] - 411:14 <b>mistake</b> [1] - 402:13 <b>misunderstanding</b> [1] - 364:5 <b>moment</b> [5] - 362:8, 454:19, 458:24, 476:5, 484:5</p>	<p><b>monetize</b> [1] - 434:1 <b>money</b> [3] - 372:5, 436:24, 439:25 <b>monolithic</b> [1] - 465:18 <b>month</b> [23] - 372:23, 407:25, 408:7, 408:8, 408:14, 411:19, 411:23, 412:12, 412:13, 412:17, 412:23, 415:20, 416:7, 416:8, 416:12, 419:24, 419:25, 420:25, 421:16, 423:22, 429:13, 429:14 <b>month's</b> [2] - 407:18, 411:25 <b>monthly</b> [4] - 372:24, 373:3, 408:25, 438:23 <b>months</b> [21] - 375:16, 385:9, 385:22, 385:23, 388:4, 408:1, 408:18, 408:19, 409:1, 410:8, 412:3, 424:12, 424:24, 425:13, 426:1, 426:19, 427:18, 428:19, 429:4 <b>Morning</b> [2] - 366:15, 366:23 <b>morning</b> [12] - 356:3, 357:17, 363:10, 365:20, 366:3, 366:24, 374:24, 374:25, 444:14, 444:15, 447:15, 461:1 <b>most</b> [5] - 375:20, 430:16, 430:17, 438:11, 461:2 <b>mostly</b> [1] - 388:21 <b>move</b> [9] - 377:24, 378:4, 378:25, 392:15, 405:25, 440:6, 442:4, 475:11, 484:7 <b>multi</b> [2] - 469:6, 469:14 <b>multi-line</b> [1] - 469:14 <b>multi-state</b> [1] - 469:6 <b>multiple</b> [2] - 409:1, 478:16 <b>must</b> [2] - 467:12, 483:14</p>	<p>462:23, 462:24, 462:25, 477:17, 477:19, 481:6 <b>nature</b> [1] - 473:13 <b>nearly</b> [1] - 468:2 <b>necessarily</b> [7] - 401:6, 408:3, 408:12, 413:9, 423:17, 450:12, 456:9 <b>necessary</b> [9] - 360:19, 361:2, 361:3, 361:21, 361:25, 403:12, 435:10, 470:22, 475:14 <b>need</b> [12] - 357:18, 357:19, 357:21, 369:7, 400:14, 420:16, 448:17, 467:8, 467:13, 468:14 <b>needed</b> [3] - 357:6, 380:2, 380:5 <b>needs</b> [1] - 461:20 <b>negative</b> [4] - 401:16, 464:17, 475:25, 483:8 <b>negotiated</b> [1] - 361:19 <b>negotiating</b> [2] - 447:19, 460:4 <b>negotiation</b> [1] - 377:6 <b>negotiations</b> [12] - 357:9, 368:6, 368:7, 368:8, 368:9, 375:12, 375:15, 375:16, 375:18, 375:25, 381:16, 385:25 <b>network</b> [3] - 370:1, 434:21, 446:6 <b>Nevada</b> [1] - 388:22 <b>never</b> [12] - 371:13, 372:9, 395:14, 396:1, 405:12, 405:20, 420:23, 423:11, 439:2, 441:13 <b>new</b> [13] - 368:18, 375:1, 383:9, 394:7, 394:22, 414:9, 432:9, 435:22, 436:18, 438:13, 451:4, 454:2, 454:4 <b>New</b> [1] - 453:2 <b>newly</b> [1] - 466:21 <b>newly-merged</b> [1] - 466:21 <b>Next</b> [2] - 471:5, 476:5 <b>next</b> [13] - 358:20, 365:13, 385:21, 428:20, 467:11, 470:5, 471:1, 471:9,</p>	<p>471:11, 471:21, 471:25, 472:5, 484:19 <b>No. 4</b> [1] - 372:3 <b>non</b> [4] - 371:24, 372:4, 425:4, 425:6 <b>non-issue</b> [4] - 371:24, 372:4, 425:4, 425:6 <b>nonconforming</b> [2] - 419:15, 419:20 <b>nondiscrimination</b> [3] - 371:6, 389:20, 423:1 <b>nondiscriminatory</b> [4] - 386:8, 386:12, 386:17, 386:21 <b>noon</b> [1] - 484:16 <b>normal</b> [4] - 371:23, 434:3, 434:7, 440:17 <b>Northern</b> [1] - 412:11 <b>Northwest</b> [1] - 463:5 <b>nothing</b> [1] - 420:12 <b>Nothing's</b> [2] - 434:12, 434:13 <b>nothing's</b> [1] - 376:10 <b>notice</b> [2] - 369:18, 479:15 <b>November</b> [9] - 357:5, 357:17, 360:4, 360:18, 362:18, 363:21, 376:5, 456:13, 484:25 <b>number</b> [16] - 382:7, 385:15, 387:16, 387:25, 388:2, 394:11, 407:14, 422:1, 440:21, 444:17, 450:4, 458:17, 458:21, 460:11, 461:25, 466:25 <b>numbers</b> [5] - 393:7, 407:2, 439:3, 440:22, 440:23 <b>numerous</b> [2] - 376:15, 466:6</p>	<p>421:15, 467:6 <b>obligations</b> [3] - 444:21, 445:1, 459:9 <b>obtain</b> [4] - 418:8, 437:1, 467:19, 468:7 <b>obviously</b> [1] - 369:24 <b>occur</b> [3] - 359:19, 372:16, 401:13 <b>OCS</b> [1] - 477:22 <b>OCTOBER</b> [1] - 356:1 <b>October</b> [1] - 377:18 <b>offer</b> [6] - 391:1, 426:15, 444:9, 464:11, 475:10, 475:20 <b>offered</b> [4] - 405:1, 425:5, 426:9, 471:2 <b>offering</b> [1] - 372:2 <b>offerings</b> [2] - 471:3, 471:7 <b>office</b> [1] - 466:1 <b>Office</b> [9] - 359:13, 363:6, 478:2, 479:1, 479:6, 479:10, 479:12, 479:20, 479:21 <b>Office of Consumer Services</b> [3] - 476:6, 477:18, 477:20 <b>Office's</b> [1] - 357:13 <b>offices</b> [2] - 466:5, 466:7 <b>official</b> [1] - 475:16 <b>often</b> [1] - 465:19 <b>older</b> [1] - 462:4 <b>one</b> [59] - 359:22, 360:16, 365:15, 368:5, 372:23, 373:1, 381:10, 388:2, 402:12, 404:7, 410:19, 410:20, 411:19, 411:23, 412:8, 412:17, 413:11, 415:20, 415:25, 416:7, 416:8, 417:10, 419:24, 420:22, 420:24, 420:25, 421:16, 428:13, 429:19, 436:13, 437:23, 439:20, 441:22, 446:8, 448:14, 451:2, 453:6, 453:9, 453:23, 454:24, 458:24, 460:20, 461:22, 463:20, 464:13, 466:14, 468:4, 469:10, 469:11,</p>
<b>N</b>		<b>O</b>		
<p><b>name</b> [10] - 367:24, 442:18, 443:3, 443:4,</p>		<p><b>O'Connor</b> [1] - 463:4 <b>O-r-t-o-n</b> [1] - 477:19 <b>object</b> [1] - 445:9 <b>objection</b> [2] - 359:21, 483:6 <b>objections</b> [2] - 464:15, 475:22 <b>objective</b> [1] - 470:10 <b>obligation</b> [2] -</p>		

<p>472:8, 473:13, 476:16, 484:4 <b>One</b> [2] - 408:13, 429:25 <b>one-year</b> [1] - 388:2 <b>ones</b> [2] - 410:15, 454:8 <b>open</b> [1] - 476:18 <b>opened</b> [2] - 390:2, 433:2 <b>opening</b> [1] - 458:14 <b>opening statement</b> [1] - 425:3 <b>Operating</b> [1] - 433:24 <b>operation</b> [1] - 459:14 <b>operations</b> [2] - 459:21, 460:1 <b>opponents</b> [2] - 358:10, 359:25 <b>oppor</b> [1] - 357:9 <b>opportunities</b> [3] - 455:15, 455:18, 455:20 <b>opportunity</b> [8] - 357:10, 358:10, 359:7, 360:4, 361:19, 365:25, 397:10, 421:1 <b>opposed</b> [3] - 455:5, 461:5, 461:16 <b>opposing</b> [1] - 362:25 <b>opt</b> [1] - 422:2 <b>option</b> [1] - 391:2 <b>oral</b> [12] - 356:19, 357:5, 358:13, 360:19, 360:22, 362:5, 363:21, 363:23, 364:6, 364:13, 427:14, 427:23 <b>order</b> [10] - 370:1, 380:2, 384:9, 389:5, 389:18, 400:13, 444:19, 467:17, 471:14, 478:15 <b>ordered</b> [4] - 387:8, 388:16, 389:7, 457:22 <b>orders</b> [5] - 358:24, 381:9, 389:11, 438:9, 446:10 <b>Oregon</b> [8] - 375:19, 376:13, 376:14, 376:20, 376:24, 377:2, 390:2, 456:4 <b>organizations</b> [1] - 466:6 <b>original</b> [6] - 451:5, 453:20, 454:2, 463:25, 465:7, 465:11</p>	<p><b>originally</b> [2] - 359:18, 482:16 <b>Orton</b> [9] - 362:20, 476:9, 476:19, 477:6, 477:17, 478:21, 479:24, 480:1, 480:14 <b>OSS</b> [4] - 370:7, 381:16, 435:12, 435:13 <b>otherwise</b> [2] - 390:22, 459:18 <b>ought</b> [2] - 364:18, 437:17 <b>ourselves</b> [1] - 393:11 <b>outline</b> [1] - 478:4 <b>outlined</b> [1] - 444:17 <b>over-penalized</b> [1] - 403:5 <b>overall</b> [1] - 408:16 <b>overlooked</b> [1] - 484:6 <b>overly</b> [1] - 432:5 <b>overly-challenging</b> [1] - 432:5 <b>owed</b> [1] - 420:25 <b>owing</b> [1] - 472:9 <b>own</b> [7] - 381:22, 382:15, 390:9, 427:3, 445:6, 456:22, 458:13</p>	<p>411:15, 411:16, 412:21, 419:4, 419:5, 420:3, 423:2 <b>PAPs</b> [6] - 379:1, 380:6, 382:2, 383:22, 410:1, 410:25 <b>paragraph</b> [2] - 372:20, 421:14 <b>paraphrase</b> [1] - 448:16 <b>pardon</b> [2] - 476:12, 483:4 <b>parity</b> [10] - 386:8, 386:12, 386:18, 389:19, 400:5, 429:9, 429:10, 468:8, 474:21, 475:1 <b>part</b> [24] - 356:18, 367:13, 368:24, 369:22, 369:25, 372:3, 378:8, 380:14, 380:19, 381:19, 382:11, 390:7, 391:18, 408:4, 417:24, 438:8, 439:23, 447:21, 450:17, 455:19, 459:11, 460:3, 471:13, 475:16 <b>participation</b> [2] - 475:8, 484:21 <b>particular</b> [4] - 399:5, 452:16, 461:20, 461:22 <b>Particularly</b> [1] - 478:18 <b>parties</b> [32] - 357:8, 359:18, 360:8, 360:13, 361:18, 362:24, 363:2, 364:1, 364:2, 365:25, 375:9, 375:14, 376:6, 376:8, 391:8, 391:10, 391:17, 391:20, 394:11, 449:21, 450:3, 450:25, 451:25, 452:4, 453:24, 456:25, 458:3, 464:17, 470:9, 471:24, 475:25, 483:8 <b>parties'</b> [1] - 362:17 <b>party</b> [5] - 391:24, 406:10, 406:11, 433:13, 435:13 <b>pass</b> [3] - 365:22, 366:9, 401:25 <b>past</b> [10] - 359:4, 373:11, 382:13, 406:17, 440:14, 440:15, 441:9, 446:18, 459:8, 468:13 <b>Pause</b> [2] - 366:11,</p>	<p>417:5 <b>pay</b> [12] - 404:11, 407:3, 414:2, 414:7, 421:15, 424:11, 426:3, 428:1, 428:8, 450:15, 457:15, 471:8 <b>payment</b> [25] - 371:13, 372:9, 373:4, 395:24, 397:8, 403:12, 403:17, 403:23, 405:9, 405:13, 405:18, 405:20, 412:23, 414:7, 414:12, 416:4, 416:21, 417:18, 422:14, 423:11, 423:12, 424:8, 438:24, 441:1, 441:3 <b>payments</b> [32] - 371:17, 371:22, 372:15, 372:17, 373:6, 373:11, 373:12, 373:17, 373:21, 387:17, 400:7, 403:25, 407:4, 407:11, 415:11, 415:12, 416:3, 418:9, 419:23, 423:16, 423:23, 428:14, 429:20, 433:15, 433:17, 436:19, 437:25, 440:16, 440:18, 441:6, 441:7, 441:10 <b>PBX</b> [1] - 469:15 <b>penalize</b> [2] - 400:10, 413:6 <b>penalized</b> [1] - 403:5 <b>penalties</b> [29] - 390:21, 391:18, 391:25, 392:6, 399:20, 400:13, 401:2, 402:22, 403:2, 404:11, 404:22, 406:24, 413:24, 414:3, 414:7, 415:8, 415:20, 416:14, 422:6, 422:7, 422:23, 424:4, 424:11, 424:22, 426:3, 426:21, 428:3, 429:2, 429:5 <b>pending</b> [1] - 358:21 <b>people</b> [10] - 359:7, 381:11, 382:16, 382:20, 382:22, 382:25, 385:16, 386:3, 386:4, 449:6 <b>People's</b> [1] - 381:10 <b>perceived</b> [1] - 455:11 <b>percent</b> [10] -</p>	<p>402:10, 402:11, 405:19, 406:25, 407:13, 436:15, 458:6, 470:5, 470:8, 470:15 <b>perception</b> [1] - 465:19 <b>perform</b> [4] - 401:9, 403:6, 403:22, 426:14 <b>performance</b> [128] - 371:4, 371:5, 371:9, 371:16, 372:24, 372:25, 373:3, 373:11, 379:13, 379:19, 379:20, 379:23, 380:9, 380:10, 380:15, 380:24, 383:12, 383:13, 386:23, 387:9, 387:10, 387:15, 388:5, 388:18, 389:8, 389:9, 393:9, 393:12, 393:18, 395:1, 395:2, 395:6, 395:7, 395:14, 395:15, 395:19, 396:2, 396:21, 396:22, 397:11, 397:18, 398:16, 399:12, 399:15, 399:19, 400:11, 400:14, 400:15, 401:2, 401:8, 401:22, 402:22, 403:3, 403:7, 403:10, 404:7, 404:12, 404:22, 405:5, 405:12, 405:16, 405:19, 406:2, 406:6, 406:13, 406:20, 406:22, 407:3, 407:7, 407:19, 408:17, 408:20, 408:25, 409:1, 409:2, 411:25, 412:17, 414:1, 414:5, 414:6, 414:23, 415:10, 415:12, 415:14, 416:20, 417:24, 419:2, 419:16, 419:21, 423:3, 424:13, 424:24, 424:25, 425:10, 425:12, 425:13, 425:15, 425:16, 425:17, 425:18, 425:22, 425:25, 426:13, 426:18, 426:19, 427:17, 428:1, 428:17, 428:20, 429:4, 429:11, 430:21, 431:5, 432:1, 432:18,</p>
	<p style="text-align: center;"><b>P</b></p>			
	<p><b>packages</b> [1] - 469:14 <b>page</b> [7] - 408:23, 409:7, 415:15, 448:8, 471:21, 471:22, 471:25 <b>page 10</b> [1] - 417:9 <b>page 2</b> [1] - 459:1 <b>page 8</b> [1] - 448:12 <b>page 9</b> [1] - 448:13 <b>paid</b> [7] - 406:24, 406:25, 428:2, 428:18, 429:2, 429:21, 457:15 <b>PAP</b> [40] - 371:14, 375:3, 378:8, 378:13, 380:2, 380:6, 380:21, 381:5, 381:16, 383:1, 383:16, 383:17, 384:1, 387:8, 388:17, 389:7, 389:18, 390:20, 391:24, 400:13, 409:9, 409:10, 409:11, 409:15, 409:17, 409:25, 410:2, 410:12, 410:24, 411:7, 411:9, 411:11,</p>			

<p>435:1, 435:5, 436:11, 441:1, 441:9, 468:19, 471:19</p> <p><b>performance</b></p> <p><b>assurance plan</b> [5] - 370:24, 371:1, 378:8, 379:5, 400:2</p> <p><b>perhaps</b> [3] - 358:8, 361:10, 432:8</p> <p><b>period</b> [14] - 397:17, 397:19, 405:25, 406:1, 406:3, 406:9, 410:8, 411:20, 411:24, 427:18, 429:1, 434:5</p> <p><b>personally</b> [2] - 380:19, 460:2</p> <p><b>personnel</b> [3] - 433:25, 472:10, 472:11</p> <p><b>persuasive</b> [2] - 456:2, 456:8</p> <p><b>pertains</b> [1] - 479:20</p> <p><b>PEÑA</b> [9] - 430:7, 442:15, 443:2, 444:9, 447:2, 462:9, 474:3, 480:12, 483:25</p> <p><b>Peña</b> [8] - 430:5, 442:11, 442:14, 444:11, 462:8, 474:2, 480:11, 484:1</p> <p><b>phrase</b> [1] - 455:13</p> <p><b>PID</b> [8] - 372:16, 372:18, 372:21, 373:7, 381:15, 384:20, 384:23, 441:2</p> <p><b>PID's</b> [1] - 399:2</p> <p><b>PIDs</b> [5] - 383:16, 383:25, 385:16, 393:16, 405:15</p> <p><b>pierce</b> [1] - 457:11</p> <p><b>place</b> [34] - 356:22, 368:10, 368:15, 368:20, 371:2, 371:7, 371:14, 372:12, 374:8, 375:13, 375:18, 375:19, 379:10, 381:1, 381:4, 382:7, 384:9, 387:19, 393:12, 394:23, 397:22, 406:11, 413:18, 430:21, 431:2, 431:5, 431:10, 431:18, 433:10, 437:1, 437:6, 438:3, 438:5, 438:18</p> <p><b>plan</b> [43] - 370:15, 370:24, 371:3, 371:7, 371:13, 371:19, 372:7, 373:17, 374:7, 387:14, 387:18, 389:2, 391:7, 392:16,</p>	<p>392:21, 394:2, 394:25, 395:16, 398:22, 398:25, 403:4, 403:11, 403:13, 403:16, 403:18, 404:25, 405:4, 405:5, 410:21, 412:24, 416:25, 419:10, 420:15, 426:1, 429:9, 440:3, 440:4, 461:9, 470:1, 471:9, 472:3, 472:21</p> <p><b>plans</b> [24] - 379:9, 379:10, 380:24, 389:24, 409:3, 413:21, 422:10, 422:11, 422:17, 422:24, 423:17, 423:18, 423:23, 424:7, 428:11, 428:16, 429:25, 431:5, 431:9, 431:11, 431:17, 432:2, 435:9, 479:18</p> <p><b>Platform</b> [1] - 438:10</p> <p><b>platform</b> [1] - 461:18</p> <p><b>play</b> [1] - 413:2</p> <p><b>playing</b> [1] - 445:16</p> <p><b>plead</b> [1] - 359:7</p> <p><b>plus</b> [2] - 382:15, 429:22</p> <p><b>point</b> [20] - 356:6, 360:18, 362:6, 365:4, 376:11, 384:2, 389:24, 391:9, 391:15, 391:22, 398:5, 420:24, 426:11, 439:21, 455:22, 465:17, 467:3, 468:16, 469:2, 469:3</p> <p><b>pointed</b> [1] - 454:15</p> <p><b>points</b> [2] - 450:9, 469:2</p> <p><b>police</b> [1] - 471:19</p> <p><b>policies</b> [2] - 368:1, 396:8</p> <p><b>policy</b> [1] - 462:2</p> <p><b>poor</b> [1] - 419:8</p> <p><b>poorly</b> [1] - 453:22</p> <p><b>portability</b> [3] - 445:25, 458:18, 458:21</p> <p><b>portion</b> [2] - 368:21, 484:14</p> <p><b>portions</b> [1] - 367:13</p> <p><b>Portland</b> [1] - 376:7</p> <p><b>posing</b> [1] - 392:12</p> <p><b>positi</b> [1] - 420:6</p> <p><b>position</b> [7] - 358:4, 437:14, 437:16,</p>	<p>443:6, 460:22, 477:18, 481:6</p> <p><b>positions</b> [1] - 448:1</p> <p><b>positive</b> [2] - 401:14, 404:6</p> <p><b>possibility</b> [2] - 401:20, 472:9</p> <p><b>possible</b> [8] - 371:18, 373:23, 394:19, 396:5, 411:14, 411:15, 423:21, 454:5</p> <p><b>possibly</b> [1] - 455:21</p> <p><b>post</b> [39] - 371:9, 379:19, 379:23, 383:12, 387:15, 393:8, 393:18, 395:19, 396:12, 396:17, 398:2, 398:16, 399:16, 399:20, 400:11, 400:22, 401:10, 403:10, 406:6, 407:19, 408:12, 414:5, 414:24, 423:4, 424:1, 424:24, 425:10, 425:18, 426:13, 430:13, 430:22, 432:10, 434:25, 436:25, 440:5, 457:4, 459:15, 460:25</p> <p><b>post-271</b> [1] - 384:12</p> <p><b>post-and-pre</b> [1] - 434:25</p> <p><b>post-merger</b> [34] - 371:9, 379:19, 383:12, 387:15, 393:8, 393:18, 395:19, 396:12, 396:17, 398:2, 398:16, 399:16, 399:20, 400:11, 400:22, 401:10, 403:10, 406:6, 407:19, 414:5, 414:24, 423:4, 424:1, 424:24, 425:10, 425:18, 430:13, 430:22, 432:10, 436:25, 440:5, 459:15, 460:25</p> <p><b>posthaste</b> [1] - 358:22</p> <p><b>potential</b> [3] - 373:21, 424:22, 478:5</p> <p><b>potentially</b> [1] - 370:7</p> <p><b>practice</b> [3] - 369:11, 369:19, 446:14</p> <p><b>Practices</b> [1] - 369:3</p> <p><b>pre</b> [18] - 371:8,</p>	<p>371:15, 379:19, 379:23, 383:12, 387:15, 393:18, 395:18, 396:16, 399:15, 401:9, 406:19, 414:5, 414:24, 426:13, 434:25, 440:4</p> <p><b>pre-and</b> [1] - 396:16</p> <p><b>pre-and-post-merger</b> [1] - 379:23</p> <p><b>pre-merger</b> [12] - 371:8, 371:15, 379:19, 383:12, 387:15, 393:18, 395:18, 399:15, 401:9, 406:19, 414:5, 426:13</p> <p><b>preceding</b> [1] - 373:4</p> <p><b>precise</b> [1] - 392:20</p> <p><b>precisely</b> [1] - 427:16</p> <p><b>predates</b> [1] - 453:13</p> <p><b>predominantly</b> [1] - 370:2</p> <p><b>preface</b> [1] - 459:2</p> <p><b>preference</b> [1] - 476:16</p> <p><b>prefiled</b> [2] - 443:11, 464:5</p> <p><b>prehearing</b> [2] - 363:17, 476:5</p> <p><b>premise</b> [1] - 370:4</p> <p><b>preparation</b> [1] - 364:17</p> <p><b>prepared</b> [8] - 365:5, 367:21, 411:7, 411:12, 419:9, 424:21, 443:22, 465:1</p> <p><b>preparing</b> [2] - 392:15, 411:17</p> <p><b>present</b> [2] - 364:3, 478:1</p> <p><b>presented</b> [1] - 465:10</p> <p><b>preserving</b> [1] - 460:24</p> <p><b>president</b> [2] - 459:25, 460:1</p> <p><b>press</b> [1] - 459:19</p> <p><b>pressure</b> [2] - 466:20, 467:24</p> <p><b>pressures</b> [1] - 370:8</p> <p><b>presumably</b> [1] - 360:18</p> <p><b>presumption</b> [4] - 400:17, 400:18, 400:20, 400:22</p> <p><b>pretty</b> [9] - 377:16, 379:6, 379:16, 380:6, 380:13, 455:2, 455:6,</p>	<p>468:21, 476:18</p> <p><b>Pretty</b> [1] - 448:3</p> <p><b>prevented</b> [1] - 445:19</p> <p><b>previous</b> [1] - 380:17</p> <p><b>previously</b> [2] - 359:23, 420:7</p> <p><b>price</b> [4] - 469:25, 470:2, 470:3, 479:16</p> <p><b>prices</b> [3] - 469:13, 470:12, 470:19</p> <p><b>pricing</b> [2] - 438:13, 478:19</p> <p><b>primarily</b> [2] - 447:19, 459:6</p> <p><b>primary</b> [1] - 459:14</p> <p><b>principal</b> [1] - 468:3</p> <p><b>pro</b> [1] - 450:16</p> <p><b>proactive</b> [1] - 431:2</p> <p><b>problem</b> [9] - 363:15, 376:16, 408:13, 413:14, 431:8, 454:22, 455:19, 472:15</p> <p><b>problems</b> [5] - 373:22, 394:8, 435:11, 435:25, 436:2</p> <p><b>procedures</b> [1] - 356:16</p> <p><b>proceed</b> [3] - 356:15, 365:12, 476:22</p> <p><b>proceeding</b> [7] - 389:5, 391:19, 417:23, 443:12, 455:17, 463:8, 477:22</p> <p><b>proceedings</b> [2] - 390:8, 446:18</p> <p><b>process</b> [30] - 359:7, 361:15, 361:17, 362:2, 368:8, 368:17, 377:17, 381:4, 381:7, 381:15, 381:20, 381:23, 382:2, 382:15, 382:19, 383:1, 384:25, 385:3, 385:4, 385:9, 385:12, 385:24, 391:18, 393:2, 394:4, 394:6, 394:12, 396:18, 431:16, 433:5</p> <p><b>procurement</b> [3] - 466:17, 470:8, 470:14</p> <p><b>produce</b> [2] - 429:10, 429:11</p> <p><b>product</b> [4] - 372:18, 372:21, 373:7, 438:10</p> <p><b>production</b> [1] - 435:15</p> <p><b>proffered</b> [1] - 454:8</p> <p><b>program</b> [1] - 482:22</p> <p><b>Prohibition</b> [2] -</p>
---	--	---	---	---

<p>446:7, 446:10 <b>promised</b> [1] - 377:19 <b>promising</b> [1] - 413:17 <b>proof</b> [2] - 400:19, 419:15 <b>proper</b> [1] - 450:23 <b>proposal</b> [13] - 377:9, 377:12, 377:16, 377:17, 383:5, 389:5, 394:16, 396:10, 414:9, 415:15, 419:23, 424:12, 425:24 <b>proposals</b> [6] - 375:21, 376:18, 376:21, 376:23, 378:1, 378:3 <b>proposed</b> [14] - 359:21, 372:4, 385:15, 388:7, 435:13, 439:4, 439:7, 439:9, 439:14, 441:14, 469:17, 478:9, 479:11, 481:11 <b>Proposed</b> [2] - 384:13 <b>proposing</b> [1] - 439:15 <b>protect</b> [3] - 434:19, 446:25, 478:15 <b>protection</b> [2] - 422:25, 423:2 <b>Protection</b> [1] - 446:2 <b>protections</b> [2] - 436:18, 482:14 <b>protective</b> [1] - 446:22 <b>prove</b> [3] - 398:3, 416:15, 426:22 <b>provide</b> [9] - 367:23, 384:22, 386:15, 404:1, 425:9, 446:23, 449:3, 452:11, 479:15 <b>provided</b> [4] - 372:25, 449:7, 452:10, 482:15 <b>provider</b> [1] - 461:10 <b>providers</b> [1] - 444:22 <b>provides</b> [2] - 386:16, 479:10 <b>providing</b> [1] - 386:7 <b>provision</b> [13] - 369:2, 398:25, 409:18, 410:25, 416:1, 416:6, 417:10, 420:5, 420:10, 420:22, 433:3, 446:9,</p>	<p>456:11 <b>provisioning</b> [1] - 435:19 <b>Provisioning</b> [1] - 369:3 <b>provisions</b> [14] - 397:2, 397:4, 412:20, 418:7, 418:14, 420:3, 420:6, 432:2, 432:23, 433:12, 433:18, 439:10, 454:17, 454:18 <b>public</b> [3] - 396:8, 446:6, 467:20 <b>public interest</b> [3] - 359:14, 479:23, 482:13 <b>purchase</b> [1] - 444:19 <b>purchases</b> [2] - 466:5, 470:6 <b>purchasing</b> [1] - 465:20 <b>purpose</b> [8] - 368:12, 368:21, 369:4, 369:9, 401:4, 402:24, 404:10, 416:19 <b>purposes</b> [1] - 477:2 <b>pursue</b> [1] - 455:10 <b>pursuing</b> [1] - 455:25 <b>put</b> [31] - 366:5, 369:18, 369:21, 383:4, 387:14, 387:19, 392:22, 393:1, 393:11, 393:23, 394:15, 396:10, 396:18, 398:25, 401:23, 404:25, 406:13, 412:19, 412:24, 413:1, 413:18, 413:22, 414:9, 426:9, 431:18, 433:16, 435:15, 438:3, 438:18, 458:15, 476:14 <b>puts</b> [2] - 364:15, 413:19 <b>putting</b> [6] - 357:24, 369:4, 369:11, 392:21, 398:22, 432:19</p> <p style="text-align: center;"><b>Q</b></p> <p><b>QPAP</b> [41] - 371:1, 371:11, 371:14, 380:9, 386:6, 388:7, 394:6, 394:9, 394:12, 394:20, 397:3, 400:3,</p>	<p>407:4, 407:6, 408:5, 415:23, 416:5, 418:5, 419:5, 421:12, 421:22, 422:7, 422:15, 422:16, 422:22, 423:1, 423:7, 423:12, 423:16, 424:5, 428:3, 428:8, 428:21, 429:2, 429:5, 429:21, 432:6, 433:8, 433:19, 436:13, 439:1 <b>QPAPs</b> [3] - 382:9, 393:15, 397:4 <b>qualified</b> [1] - 472:11 <b>qualitative</b> [1] - 399:12 <b>quality</b> [48] - 369:23, 369:24, 370:10, 370:15, 370:16, 370:21, 371:12, 372:10, 373:16, 373:24, 374:5, 390:4, 390:6, 390:10, 392:25, 394:13, 394:14, 396:11, 396:14, 396:17, 398:8, 400:22, 403:22, 404:2, 413:17, 419:8, 423:10, 424:1, 425:9, 430:14, 432:21, 436:25, 437:3, 439:10, 440:4, 468:11, 468:17, 468:19, 471:13, 471:15, 471:19, 472:21, 473:17, 474:7, 474:8, 478:11, 478:12, 479:9 <b>Quality</b> [1] - 390:12 <b>quantitative</b> [1] - 399:11 <b>questioning</b> [1] - 374:11 <b>Questions</b> [1] - 480:6 <b>questions</b> [25] - 358:4, 374:17, 430:3, 430:7, 437:12, 443:25, 460:14, 460:16, 460:21, 465:19, 472:25, 473:2, 473:10, 473:25, 474:3, 479:25, 480:3, 480:7, 480:9, 480:12, 483:17, 483:19, 483:21, 483:23, 483:25 <b>Quick</b> [1] - 430:9 <b>quickly</b> [5] - 370:21, 370:22, 371:17,</p>	<p>373:23 <b>quid</b> [1] - 450:16 <b>quite</b> [8] - 371:2, 375:15, 375:16, 385:18, 396:5, 409:25, 410:4, 418:15 <b>quo</b> [2] - 450:16, 460:24 <b>quotes</b> [1] - 418:18 <b>Qwest</b> [60] - 368:11, 371:1, 372:25, 378:6, 378:8, 379:22, 380:21, 382:4, 382:18, 383:16, 383:21, 384:1, 384:10, 385:7, 386:7, 386:11, 386:15, 388:22, 398:2, 406:24, 409:8, 410:1, 414:2, 414:6, 419:13, 419:24, 420:4, 420:25, 421:17, 423:5, 428:1, 428:8, 428:17, 429:2, 429:3, 429:22, 431:11, 431:18, 444:19, 444:25, 445:6, 445:13, 446:13, 446:16, 446:18, 449:22, 449:24, 455:5, 456:12, 456:17, 456:22, 457:1, 462:3, 467:10, 468:18, 469:13, 470:14, 470:23, 478:6 <b>Qwest's</b> [19] - 383:18, 384:3, 397:18, 406:22, 407:3, 409:2, 412:16, 417:18, 424:13, 424:25, 425:12, 425:14, 426:19, 444:20, 445:11, 466:15, 467:7, 469:15</p> <p style="text-align: center;"><b>R</b></p> <p><b>raise</b> [2] - 436:21, 439:20 <b>raised</b> [13] - 362:5, 369:20, 371:20, 375:7, 426:16, 436:22, 439:18, 440:7, 457:3, 479:3, 479:7, 481:19, 481:23 <b>raising</b> [2] - 413:14, 441:9 <b>random</b> [4] - 371:21, 371:23, 440:17, 441:6 <b>range</b> [1] - 407:12 <b>rate</b> [7] - 446:3,</p>	<p>469:18, 474:16, 475:2, 478:14, 479:13, 479:18 <b>rate case</b> [2] - 358:21, 358:23 <b>rates</b> [1] - 479:17 <b>Rather</b> [2] - 432:19, 466:3 <b>RBOCs</b> [1] - 431:13 <b>reached</b> [2] - 365:19, 450:3 <b>read</b> [10] - 381:8, 381:14, 382:1, 402:18, 407:8, 417:8, 417:13, 418:6, 418:13, 419:10 <b>reading</b> [3] - 382:13, 469:24, 474:10 <b>ready</b> [1] - 366:12 <b>reaffirmed</b> [1] - 451:8 <b>real</b> [3] - 385:2, 402:18, 451:20 <b>reality</b> [1] - 452:6 <b>realize</b> [1] - 432:1 <b>realized</b> [1] - 466:24 <b>really</b> [40] - 358:4, 358:19, 368:12, 370:18, 371:4, 371:6, 372:8, 373:9, 373:14, 380:2, 380:7, 380:14, 383:5, 386:19, 388:25, 389:22, 393:8, 393:11, 393:15, 397:7, 405:10, 406:13, 408:18, 408:19, 412:12, 412:13, 416:19, 418:10, 420:22, 431:9, 433:4, 436:4, 436:12, 438:8, 438:11, 439:22, 448:12, 451:9, 461:15, 474:22 <b>reas</b> [1] - 412:21 <b>reason</b> [9] - 370:25, 378:12, 408:4, 412:19, 412:22, 423:8, 439:15, 439:17, 472:12 <b>reasonable</b> [1] - 419:18 <b>reasons</b> [1] - 371:24 <b>reassignments</b> [1] - 433:25 <b>receive</b> [1] - 377:11 <b>recent</b> [1] - 430:17 <b>recently</b> [2] - 456:4, 478:19 <b>recess</b> [6] - 361:8, 362:7, 362:10, 442:9,</p>
---	--	---	--	---

<p>442:12, 476:9 <b>recipients</b> [1] - 469:19 <b>reciprocal</b> [1] - 457:14 <b>recognize</b> [2] - 453:8, 470:10 <b>recommend</b> [1] - 384:3 <b>recommendation</b> [2] - 478:10, 478:13 <b>recommended</b> [2] - 383:18, 478:8 <b>reconfiguring</b> [1] - 469:21 <b>reconsidered</b> [1] - 362:13 <b>reconstructing</b> [1] - 469:21 <b>reconvene</b> [1] - 484:15 <b>reconvened</b> [1] - 484:24 <b>record</b> [11] - 356:4, 362:11, 417:13, 442:13, 442:18, 443:3, 443:13, 473:23, 480:21, 482:19 <b>recov</b> [1] - 469:19 <b>recover</b> [5] - 422:9, 422:13, 422:14, 424:4, 469:20 <b>recross</b> [1] - 442:2 <b>Recross</b> [1] - 442:3 <b>recruitment</b> [1] - 466:7 <b>red</b> [7] - 376:20, 376:22, 377:5, 377:19, 377:20, 378:1 <b>redirect</b> [5] - 358:5, 437:8, 441:23, 462:8, 462:9 <b>REDIRECT EXAMINATION</b> [1] - 437:10 <b>reduce</b> [1] - 467:8 <b>redundant</b> [1] - 445:4 <b>refer</b> [3] - 395:11, 451:3, 454:1 <b>reference</b> [3] - 411:14, 472:19, 473:17 <b>referencing</b> [2] - 409:11, 409:14 <b>referred</b> [1] - 453:17 <b>referring</b> [1] - 390:13 <b>refinements</b> [2] - 384:23, 385:25 <b>refusal</b> [1] - 446:9</p>	<p><b>refuse</b> [1] - 458:18 <b>regard</b> [8] - 356:23, 397:8, 399:24, 400:1, 400:7, 465:11, 481:19, 481:23 <b>regarding</b> [13] - 357:7, 358:9, 363:23, 364:7, 366:6, 372:14, 390:25, 398:7, 433:3, 439:10, 447:24, 450:9, 473:17 <b>regards</b> [2] - 461:10, 469:11 <b>region</b> [1] - 380:21 <b>regional</b> [1] - 431:13 <b>regulatory</b> [4] - 417:22, 448:1, 449:6, 469:9 <b>rejected</b> [1] - 389:1 <b>relate</b> [1] - 369:12 <b>related</b> [5] - 369:1, 398:1, 398:21, 443:10, 478:5 <b>relates</b> [1] - 478:18 <b>relating</b> [2] - 417:23, 471:14 <b>release</b> [1] - 472:20 <b>releases</b> [1] - 459:19 <b>relied</b> [1] - 453:10 <b>relief</b> [3] - 384:11, 385:7, 421:2 <b>rely</b> [1] - 369:25 <b>remain</b> [1] - 478:14 <b>remaining</b> [1] - 476:20 <b>Remand Order</b> [11] - 449:14, 451:5, 452:9, 452:14, 452:24, 453:11, 453:17, 453:20, 453:25, 454:3, 456:23 <b>remarks</b> [1] - 408:13 <b>remedied</b> [1] - 370:21 <b>remedy</b> [19] - 371:16, 372:15, 372:16, 372:17, 372:19, 372:20, 373:4, 373:6, 373:7, 373:16, 375:2, 387:17, 395:23, 414:7, 414:11, 415:7, 416:21, 425:7, 479:10 <b>remove</b> [2] - 421:10, 471:6 <b>repeat</b> [2] - 357:3, 450:19 <b>rephrase</b> [1] - 452:21 <b>replaced</b> [1] - 464:1 <b>replacements</b> [1] - 472:10 <b>reply</b> [1] - 440:3</p>	<p><b>report</b> [2] - 363:17, 476:6 <b>reporting</b> [1] - 388:11 <b>reports</b> [1] - 381:9 <b>represent</b> [1] - 478:7 <b>representatives</b> [2] - 382:18 <b>represented</b> [1] - 480:17 <b>representing</b> [2] - 466:13, 478:3 <b>represents</b> [2] - 479:21, 482:4 <b>request</b> [4] - 357:20, 420:11, 421:18, 482:23 <b>requested</b> [1] - 448:15 <b>requests</b> [2] - 378:19, 445:23 <b>require</b> [4] - 369:6, 415:7, 431:15, 478:10 <b>required</b> [1] - 449:10 <b>requirements</b> [5] - 386:10, 390:10, 467:1, 467:18, 471:13 <b>requires</b> [4] - 445:7, 446:20, 466:9, 474:21 <b>requiring</b> [1] - 446:16 <b>Requiring</b> [2] - 446:4, 446:13 <b>research</b> [4] - 382:12, 393:3, 393:6, 393:19 <b>residential</b> [6] - 438:7, 438:12, 467:25, 478:3, 478:14, 479:18 <b>resist</b> [1] - 456:17 <b>resolution</b> [5] - 385:20, 392:24, 433:1, 443:9, 454:16 <b>resolve</b> [3] - 431:2, 431:23, 482:2 <b>resolved</b> [8] - 370:22, 371:17, 376:11, 433:4, 448:20, 448:25, 449:8, 456:14 <b>resolves</b> [1] - 413:22 <b>resolving</b> [1] - 447:23 <b>resort</b> [1] - 460:6 <b>resource</b> [1] - 456:19 <b>resources</b> [7] - 445:13, 445:18, 454:24, 455:4, 455:6, 455:10, 456:7 <b>respect</b> [2] - 362:16,</p>	<p>444:21 <b>respective</b> [1] - 469:8 <b>respects</b> [1] - 356:19 <b>respond</b> [7] - 362:2, 376:17, 396:13, 440:10, 464:17, 475:25, 483:8 <b>responded</b> [2] - 378:2, 378:21 <b>response</b> [1] - 403:20 <b>responses</b> [3] - 363:2, 378:17, 444:6 <b>responsible</b> [3] - 443:8, 447:19, 478:2 <b>responsive</b> [1] - 360:5 <b>rest</b> [1] - 412:14 <b>restrictions</b> [1] - 432:8 <b>result</b> [39] - 372:11, 373:4, 387:2, 387:10, 388:19, 389:9, 389:25, 390:22, 395:2, 396:23, 397:1, 397:6, 397:9, 397:12, 397:16, 397:23, 398:3, 398:17, 398:24, 399:13, 400:16, 400:23, 401:1, 401:7, 402:21, 412:7, 414:2, 416:16, 419:1, 419:2, 419:20, 424:8, 432:17, 438:9, 440:18, 441:6, 441:10, 478:17 <b>resulted</b> [1] - 461:11 <b>results</b> [4] - 408:2, 408:12, 412:12, 412:17 <b>retail</b> [6] - 371:4, 371:12, 380:9, 423:10, 438:6, 474:8 <b>retention</b> [1] - 451:10 <b>retire</b> [1] - 467:13 <b>retroactively</b> [1] - 452:11 <b>revenue</b> [2] - 467:20, 467:23 <b>review</b> [6] - 357:10, 361:20, 381:1, 385:2, 385:5, 448:22 <b>reviewed</b> [4] - 378:17, 383:16, 383:25, 481:21 <b>revise</b> [1] - 458:14 <b>revised</b> [1] - 464:2 <b>Richard Thayer</b> [3] - 442:16, 442:23, 443:4</p>	<p><b>rid</b> [1] - 435:24 <b>risk</b> [2] - 373:20, 408:15 <b>Roberts</b> [7] - 363:5, 363:12, 374:13, 473:5, 476:25, 477:10, 480:19 <b>ROBERTS</b> [14] - 363:7, 363:13, 363:18, 374:15, 473:7, 476:10, 476:22, 477:11, 477:16, 479:24, 480:22, 481:5, 482:18, 482:22 <b>Rodino</b> [1] - 361:13 <b>roll</b> [1] - 467:12 <b>root</b> [3] - 399:1, 420:10, 420:11 <b>root-cause</b> [1] - 399:1 <b>rotation</b> [1] - 363:9 <b>roughly</b> [1] - 395:8 <b>rounds</b> [4] - 360:8, 360:10, 413:6, 413:7 <b>Rules</b> [1] - 390:12 <b>rules</b> [2] - 390:17, 471:3 <b>ruling</b> [1] - 356:20 <b>run</b> [5] - 393:7, 408:15, 427:4, 459:8, 459:20 <b>runs</b> [1] - 444:23 <b>rural</b> [6] - 446:3, 457:9, 458:7, 458:15, 459:10</p>
<b>S</b>				
<p><b>safe</b> [1] - 484:22 <b>Salt</b> [1] - 482:11 <b>Salt Lake</b> [3] - 357:13, 362:20, 480:15 <b>Salt Lake Community Action Program</b> [5] - 476:19, 481:7, 481:8, 481:22, 482:3 <b>sample</b> [5] - 407:25, 408:1, 412:6, 412:9 <b>satisfactorily</b> [1] - 468:23 <b>satisfactory</b> [1] - 363:3 <b>satisfied</b> [1] - 457:7 <b>satisfy</b> [1] - 482:2 <b>saved</b> [1] - 445:18 <b>saw</b> [3] - 378:21, 378:23, 407:11 <b>schedule</b> [2] -</p>				

<p>363:12, 476:5 <b>scheme</b> [6] - 451:16, 451:21, 452:2, 452:16, 452:20 <b>Schmid</b> [7] - 359:16, 361:16, 374:16, 447:6, 473:9, 480:2, 483:16 <b>SCHMID</b> [10] - 361:10, 361:23, 362:9, 363:4, 365:11, 374:17, 447:8, 473:10, 480:3, 483:17 <b>scope</b> [1] - 452:13 <b>scores</b> [1] - 413:4 <b>Scott</b> [1] - 361:13 <b>scrupulous</b> [1] - 358:3 <b>search</b> [2] - 396:3, 417:4 <b>seated</b> [4] - 366:17, 442:20, 462:16, 477:8 <b>second</b> [5] - 358:23, 368:24, 469:7, 469:23, 478:13 <b>section</b> [4] - 415:22, 420:8, 431:15, 472:5 <b>Section</b> [14] - 380:18, 381:4, 383:19, 384:3, 384:11, 415:16, 415:19, 419:22, 420:9, 420:11, 437:19, 451:17, 451:18, 472:19 <b>sections</b> [1] - 420:14 <b>security</b> [1] - 472:12 <b>see</b> [13] - 361:8, 373:20, 388:5, 399:16, 405:16, 410:20, 414:23, 415:16, 420:7, 420:21, 448:14, 459:11, 459:18 <b>See</b> [1] - 409:7 <b>seeing</b> [1] - 393:10 <b>seek</b> [1] - 446:25 <b>seeking</b> [1] - 446:22 <b>segment</b> [1] - 438:16 <b>self</b> [4] - 390:21, 391:18, 391:25, 392:6 <b>self-effectuating</b> [4] - 390:21, 391:18, 391:25, 392:6 <b>send</b> [1] - 423:6 <b>sends</b> [1] - 423:5 <b>senior</b> [3] - 443:8, 447:18, 459:25 <b>sense</b> [4] - 414:15, 414:22, 414:25, 415:1 <b>sent</b> [1] - 378:19</p>	<p><b>sentence</b> [2] - 373:4, 419:11 <b>separate</b> [8] - 381:23, 423:18, 424:7, 428:11, 428:13, 428:16, 429:24 <b>September</b> [1] - 377:18 <b>series</b> [2] - 434:19, 460:20 <b>serve</b> [1] - 438:11 <b>served</b> [3] - 401:4, 402:24, 404:10 <b>Service</b> [1] - 390:12 <b>service</b> [59] - 369:23, 370:10, 370:14, 370:16, 370:20, 371:12, 372:10, 373:15, 373:24, 374:4, 386:15, 390:4, 390:6, 390:10, 392:25, 394:13, 394:14, 396:11, 396:14, 396:17, 397:25, 398:7, 400:22, 403:22, 404:2, 413:17, 416:16, 419:8, 423:10, 423:25, 425:16, 425:25, 426:18, 432:21, 436:25, 437:2, 439:10, 440:4, 446:5, 468:11, 468:17, 468:19, 469:15, 471:7, 471:12, 471:15, 471:19, 472:21, 473:17, 474:7, 474:8, 478:11, 478:12, 478:14, 478:18, 479:8, 479:14, 479:16 <b>services</b> [9] - 386:7, 435:20, 446:9, 461:11, 465:15, 470:23, 470:24, 471:6 <b>servicing</b> [2] - 435:18, 438:19 <b>set</b> [9] - 357:4, 363:9, 406:16, 406:20, 416:19, 416:20, 431:22, 434:18, 440:23 <b>setting</b> [2] - 379:8, 380:4 <b>settled</b> [2] - 412:14, 454:11 <b>settlement</b> [26] - 356:16, 357:8, 357:13, 358:2, 361:15, 361:17,</p>	<p>365:19, 365:20, 365:22, 375:15, 376:2, 376:12, 376:25, 377:7, 460:5, 465:8, 465:9, 468:21, 468:24, 469:1, 469:3, 473:16, 478:22, 479:2, 479:22, 482:1 <b>settlement</b> <b>agreement</b> [13] - 358:6, 358:9, 358:11, 359:25, 361:20, 377:10, 464:23, 465:2, 474:11, 475:11, 475:23, 481:11, 482:12 <b>settlements</b> [4] - 359:14, 361:19, 364:12, 376:6 <b>severe</b> [4] - 413:1, 432:9, 467:8, 468:2 <b>SGAT</b> [2] - 409:8, 409:10 <b>Shall</b> [1] - 462:12 <b>shall</b> [1] - 460:24 <b>share</b> [2] - 357:24, 462:1 <b>sheet</b> [1] - 469:22 <b>shift</b> [2] - 397:24, 432:16 <b>shifted</b> [1] - 398:9 <b>short</b> [2] - 435:8, 476:11 <b>shorten</b> [1] - 448:16 <b>shorter</b> [1] - 435:4 <b>shot</b> [2] - 413:6, 413:7 <b>show</b> [6] - 369:9, 397:11, 426:17, 426:21, 432:18, 436:2 <b>shown</b> [1] - 445:4 <b>side</b> [5] - 362:2, 402:12, 404:8, 404:20, 459:24 <b>sides</b> [1] - 450:4 <b>signatories</b> [1] - 357:12 <b>signed</b> [2] - 365:20, 366:2 <b>significant</b> [19] - 395:20, 395:23, 400:21, 402:11, 414:4, 414:13, 414:14, 414:18, 414:20, 424:21, 436:6, 436:16, 455:9, 467:4, 467:9, 467:16, 467:24, 470:16 <b>Significant</b> [1] - 415:4 <b>significantly</b> [2] -</p>	<p>414:24, 455:6 <b>significantly-greater</b> [1] - 455:6 <b>silly</b> [1] - 426:11 <b>similar</b> [5] - 387:19, 387:22, 408:5, 408:9, 422:1 <b>similarities</b> [1] - 387:24 <b>similarly</b> [2] - 447:1, 475:1 <b>similarly-situated</b> [1] - 475:1 <b>simple</b> [3] - 379:24, 380:11 <b>simply</b> [2] - 465:22, 467:12 <b>single</b> [8] - 388:8, 407:18, 411:25, 416:11, 421:4, 465:14, 466:14, 469:14 <b>single-line</b> [1] - 469:14 <b>sitting</b> [2] - 359:8, 379:21 <b>situated</b> [2] - 461:8, 475:1 <b>situation</b> [4] - 434:3, 435:3, 441:8, 467:22 <b>six</b> [2] - 408:7, 410:8 <b>six-month</b> [1] - 408:7 <b>six-months</b> [1] - 410:8 <b>SLCAP</b> [1] - 481:19 <b>slightly</b> [3] - 383:11, 394:23, 397:18 <b>slippage</b> [1] - 434:4 <b>slowly</b> [1] - 402:18 <b>small</b> [6] - 402:7, 466:5, 466:12, 478:3, 479:19 <b>smaller</b> [5] - 402:5, 412:6, 438:15, 438:16 <b>Snavely</b> [1] - 463:4 <b>SNAVELY</b> [1] - 463:4 <b>snowy</b> [1] - 412:11 <b>Someone</b> [1] - 363:11 <b>sometimes</b> [1] - 403:12 <b>somewhat</b> [3] - 461:8, 461:12, 465:7 <b>somewhere</b> [1] - 465:19 <b>Sonya Martinez</b> [3] - 481:1, 481:8, 483:11 <b>sorry</b> [10] - 399:25, 409:12, 418:1, 425:16, 426:20, 448:9, 450:19,</p>	<p>469:23, 473:19, 481:12 <b>Sorry</b> [1] - 400:1 <b>sort</b> [7] - 360:13, 434:4, 435:1, 451:10, 454:23, 456:6, 465:20 <b>sorts</b> [2] - 434:1, 435:3 <b>sought</b> [1] - 479:10 <b>source</b> [1] - 467:22 <b>South</b> [3] - 457:19, 457:21, 458:1 <b>space</b> [1] - 461:23 <b>Spann</b> [10] - 366:4, 374:18, 447:9, 462:12, 462:17, 464:22, 473:3, 475:17, 480:4, 483:18 <b>SPANN</b> [14] - 366:7, 374:19, 447:10, 462:14, 462:22, 464:11, 472:25, 474:24, 475:13, 475:18, 477:1, 477:4, 480:5, 483:19 <b>speaking</b> [2] - 458:9, 458:11 <b>specific</b> [11] - 363:14, 369:6, 372:15, 390:10, 392:22, 393:1, 407:14, 441:2, 445:5, 469:11, 472:18 <b>specifically</b> [7] - 397:13, 397:15, 415:16, 417:17, 420:16, 468:20, 479:6 <b>Specifically</b> [2] - 443:13, 458:17 <b>speculate</b> [1] - 391:14 <b>spell</b> [2] - 442:18, 443:3 <b>spelling</b> [1] - 462:23 <b>spend</b> [1] - 465:6 <b>spent</b> [1] - 466:23 <b>spoken</b> [2] - 362:12, 454:11 <b>spread</b> [2] - 411:24, 454:25 <b>Sprint</b> [2] - 457:18, 458:2 <b>stability</b> [2] - 368:14, 479:13 <b>stable</b> [1] - 479:16 <b>Staff</b> [1] - 471:16 <b>staff</b> [3] - 356:14, 359:2, 378:3 <b>staffs</b> [1] - 382:17 <b>stage</b> [1] - 460:5 <b>stand</b> [2] - 366:14,</p>
--	--	---	---	---

<p>427:11 <b>standard</b> [15] - 379:15, 386:6, 386:10, 386:19, 386:24, 387:3, 387:9, 388:6, 388:7, 388:8, 388:9, 388:17, 389:19, 400:3 <b>standard's</b> [1] - 387:4 <b>standards</b> [9] - 390:4, 390:10, 394:1, 394:3, 400:8, 422:17, 430:1, 478:11, 479:9 <b>standpoint</b> [4] - 376:9, 399:11, 399:12, 468:23 <b>start</b> [4] - 373:12, 378:5, 404:19, 431:19 <b>started</b> [2] - 404:16, 484:7 <b>starting</b> [2] - 380:25, 385:1 <b>State</b> [1] - 382:17 <b>state</b> [22] - 375:13, 375:20, 383:15, 387:7, 388:16, 389:6, 389:13, 389:18, 390:19, 392:8, 412:21, 424:19, 425:24, 453:21, 454:24, 462:23, 467:6, 469:6, 471:3, 474:20, 477:17, 481:6 <b>State of Utah</b> [1] - 375:25 <b>statement</b> [9] - 375:5, 379:8, 411:8, 448:23, 459:3, 465:13, 482:8, 482:9, 482:19 <b>States</b> [2] - 448:20, 449:1 <b>states</b> [12] - 375:21, 377:17, 388:22, 388:25, 389:1, 446:22, 454:25, 455:25, 457:21, 458:1, 469:4, 474:25 <b>statewide</b> [1] - 457:22 <b>statistical</b> [27] - 380:1, 380:3, 380:4, 380:5, 395:18, 401:12, 401:20, 401:24, 402:2, 402:4, 402:16, 405:7, 405:20, 405:23, 413:10, 414:16, 414:17, 414:22, 415:3, 415:4, 415:5, 422:24, 424:10,</p>	<p>427:15, 436:7, 436:12 <b>statistically</b> [3] - 395:23, 402:11, 414:4 <b>statistically-significant</b> [2] - 395:23, 414:4 <b>statistician</b> [1] - 407:23 <b>statisticians</b> [1] - 412:5 <b>statistics</b> [5] - 380:12, 380:13, 401:12, 402:9, 415:4 <b>status</b> [1] - 460:24 <b>stay</b> [2] - 374:5, 467:17 <b>stayed</b> [1] - 425:25 <b>stays</b> [1] - 426:18 <b>step</b> [1] - 480:22 <b>steps</b> [1] - 435:10 <b>Stewart</b> [1] - 454:13 <b>still</b> [13] - 356:18, 362:13, 373:22, 403:6, 403:14, 423:12, 426:3, 433:4, 438:4, 441:10, 450:22, 451:1 <b>stipulation</b> [11] - 362:16, 362:25, 366:6, 474:12, 475:24, 478:22, 479:2, 479:5, 481:18, 482:1, 482:9 <b>stockholders</b> [1] - 467:7 <b>stop</b> [1] - 433:16 <b>stoppage</b> [2] - 397:9, 398:1 <b>stopping</b> [1] - 446:13 <b>storefronts</b> [1] - 466:8 <b>strategy</b> [1] - 445:12 <b>streamline</b> [1] - 359:5 <b>Street</b> [1] - 463:5 <b>stricken</b> [2] - 427:20, 427:22 <b>strict</b> [1] - 446:16 <b>stringent</b> [2] - 401:23, 405:21 <b>strong</b> [1] - 374:3 <b>stronger</b> [1] - 403:8 <b>submit</b> [1] - 376:20 <b>submitted</b> [1] - 364:7 <b>subpart</b> [1] - 372:13 <b>subsequently</b> [1] - 470:2 <b>substantial</b> [2] - 385:24, 415:9 <b>substantially</b> [1] - 464:6</p>	<p><b>successful</b> [1] - 460:4 <b>suddenly</b> [1] - 397:20 <b>suggest</b> [1] - 465:20 <b>suggests</b> [2] - 467:22, 471:11 <b>summary</b> [12] - 367:20, 374:9, 439:13, 444:12, 447:1, 447:17, 447:21, 454:23, 465:1, 465:2, 472:24, 477:23 <b>superceded</b> [1] - 465:8 <b>superior</b> [2] - 445:13, 468:19 <b>supplemented</b> [1] - 472:2 <b>support</b> [5] - 368:13, 369:5, 468:7, 471:15, 482:9 <b>supports</b> [2] - 368:3, 453:19 <b>Suppose</b> [1] - 413:2 <b>suppose</b> [2] - 360:25, 412:13 <b>supposed</b> [1] - 377:9 <b>Supreme</b> [1] - 453:6 <b>surprise</b> [2] - 382:21, 407:15 <b>surprised</b> [1] - 382:23 <b>surrebuttal</b> [10] - 367:8, 367:17, 408:23, 427:15, 443:16, 463:18, 463:24, 464:3, 464:5, 465:12 <b>Surrebuttal</b> [1] - 464:20 <b>surrounding</b> [1] - 369:10 <b>suspect</b> [1] - 419:6 <b>suspended</b> [1] - 421:17 <b>switched</b> [1] - 446:12 <b>sworn</b> [11] - 366:16, 366:19, 442:19, 442:24, 462:15, 462:19, 477:6, 477:13, 480:23, 480:24, 481:2 <b>synergies</b> [2] - 434:1, 466:23 <b>synergy</b> [2] - 370:8, 437:2 <b>system</b> [2] - 406:15, 406:19</p>	<p><b>systems</b> [4] - 382:10, 433:24, 435:14, 435:22</p> <p style="text-align: center;"><b>T</b></p> <p><b>T-h-a-y-e-r</b> [1] - 443:4 <b>table</b> [2] - 393:1, 404:25 <b>tailored</b> [1] - 461:19 <b>talks</b> [2] - 368:22, 418:3 <b>tariff</b> [3] - 466:12, 466:15, 470:2 <b>tariffs</b> [2] - 446:17, 466:16 <b>task</b> [2] - 359:2, 379:24 <b>Telecom</b> [3] - 386:11, 386:24, 451:18 <b>telecommunication</b> [6] - 444:22, 446:5, 446:24, 465:15, 465:22, 466:10 <b>telephone</b> [2] - 379:5, 431:14 <b>telephonic</b> [1] - 360:23 <b>telephonically</b> [1] - 356:20 <b>ten</b> [2] - 364:10, 413:3 <b>tend</b> [4] - 432:13, 432:14, 432:16 <b>tens</b> [2] - 382:25, 432:24 <b>tentative</b> [2] - 357:5, 357:17 <b>term</b> [8] - 395:11, 414:20, 418:17, 418:21, 435:4, 435:5, 435:8, 469:25 <b>Term</b> [2] - 384:12, 384:18 <b>termed</b> [2] - 449:13, 451:9 <b>terminate</b> [2] - 470:9, 476:13 <b>terminated</b> [1] - 470:25 <b>terms</b> [15] - 364:17, 368:10, 372:6, 388:11, 394:17, 395:6, 395:8, 395:14, 396:2, 417:7, 417:17, 419:13, 468:24, 469:11, 472:1 <b>territories</b> [1] - 410:2 <b>territory</b> [3] - 389:22,</p>	<p>457:19, 457:21 <b>test</b> [14] - 371:6, 380:4, 395:18, 395:22, 401:12, 405:7, 405:20, 405:23, 414:16, 414:17, 414:23, 415:4, 415:5, 436:13 <b>testified</b> [7] - 366:20, 395:1, 429:23, 442:25, 462:20, 477:14, 481:3 <b>testify</b> [3] - 364:11, 427:14, 434:14 <b>testifying</b> [1] - 448:5 <b>testimony</b> [109] - 356:24, 356:25, 357:6, 359:23, 359:24, 360:5, 360:8, 360:10, 360:12, 361:11, 361:20, 361:22, 361:25, 362:17, 362:18, 362:23, 362:24, 363:23, 364:3, 364:12, 364:18, 366:5, 367:3, 367:8, 367:14, 367:17, 367:20, 368:1, 368:3, 368:13, 368:21, 368:24, 369:1, 369:22, 370:11, 378:11, 378:16, 378:24, 387:21, 387:23, 388:13, 395:5, 405:14, 407:9, 408:23, 409:22, 411:3, 411:8, 411:12, 411:17, 419:10, 421:25, 427:15, 427:23, 439:12, 439:24, 443:11, 443:13, 443:15, 443:16, 443:19, 443:22, 444:1, 444:4, 444:17, 444:24, 447:22, 448:2, 448:9, 448:10, 448:23, 454:1, 454:12, 456:13, 458:4, 459:2, 459:11, 459:17, 463:7, 463:9, 463:11, 463:19, 463:24, 464:3, 464:4, 464:5, 464:15, 464:20, 465:2, 465:7, 465:11, 466:18, 467:3, 476:8, 476:15, 477:21, 477:24, 478:4, 479:8, 481:15, 482:16, 483:2, 483:4, 483:7, 483:11, 484:8, 484:19</p>
--	---	---	---	--



<p><b>testing</b> [3] - 381:16, 382:10, 435:13  <b>tests</b> [3] - 401:24, 413:10, 422:18  <b>That'll</b> [1] - 363:18  <b>Thayer</b> [10] - 362:19, 442:17, 442:19, 443:11, 444:11, 447:2, 447:5, 447:15, 459:1, 462:11  <b>the Court</b> [2] - 449:4, 453:13  <b>the witness</b> [24] - 357:12, 374:11, 427:11, 430:16, 431:7, 432:11, 434:6, 435:6, 436:9, 436:12, 444:16, 461:4, 461:7, 461:21, 473:1, 473:21, 474:9, 474:15, 474:18, 474:20, 475:6, 477:9, 482:11, 482:21  <b>theirs</b> [1] - 440:8  <b>theme</b> [1] - 444:23  <b>themselves</b> [2] - 441:14, 468:6  <b>there'll</b> [1] - 373:18  <b>thereafter</b> [1] - 389:5  <b>therefore</b> [3] - 419:17, 420:25, 469:5  <b>Therefore</b> [1] - 479:20  <b>They've</b> [1] - 439:9  <b>they've</b> [2] - 407:4, 439:8  <b>thinking</b> [3] - 362:6, 433:1, 450:18  <b>third</b> [4] - 369:22, 375:9, 377:10, 435:13  <b>third-party</b> [1] - 435:13  <b>Thirteen</b> [2] - 417:6, 417:8  <b>thoughts</b> [1] - 484:5  <b>thousands</b> [3] - 382:25, 432:24, 466:4  <b>threaten</b> [1] - 446:8  <b>three</b> [15] - 359:3, 368:1, 381:1, 385:2, 385:5, 385:6, 388:4, 433:2, 445:24, 467:11, 469:4, 469:16, 470:7, 471:23, 472:22  <b>three-months</b> [1] - 388:4  <b>three-year</b> [3] - 381:1, 385:2, 385:5  <b>threshold</b> [4] - 402:1, 402:10, 415:7,</p>	<p>470:24  <b>throughout</b> [2] - 395:5, 444:23  <b>Thursday</b> [1] - 484:24  <b>Tier 2</b> [1] - 459:20  <b>tighter</b> [1] - 388:6  <b>time period</b> [6] - 377:13, 406:6, 406:16, 406:22, 406:24, 428:3  <b>timely</b> [1] - 396:14  <b>Today</b> [1] - 362:19  <b>today</b> [21] - 356:15, 356:24, 357:11, 357:25, 361:12, 362:21, 364:6, 365:21, 367:21, 371:2, 371:7, 371:14, 382:2, 397:14, 421:13, 439:12, 444:1, 464:5, 476:14, 476:21, 481:10  <b>together</b> [5] - 392:21, 392:22, 393:23, 394:15, 396:19  <b>tomorrow</b> [2] - 361:25, 484:19  <b>took</b> [21] - 375:13, 375:18, 375:19, 376:19, 377:20, 381:1, 382:2, 382:7, 384:9, 385:9, 385:13, 385:22, 387:24, 388:2, 393:14, 394:19, 406:11, 409:14, 415:17, 415:22  <b>top</b> [1] - 436:18  <b>topics</b> [1] - 445:5  <b>traditional</b> [2] - 451:11, 461:18  <b>traffic</b> [22] - 446:2, 449:11, 450:6, 450:16, 450:24, 451:8, 451:13, 451:17, 451:22, 452:3, 452:8, 452:12, 452:15, 452:19, 452:23, 453:12, 457:16, 457:20, 458:22  <b>trained</b> [1] - 435:21  <b>training</b> [1] - 435:16  <b>transaction</b> [1] - 459:3  <b>travel</b> [1] - 451:11  <b>travels</b> [1] - 484:22  <b>treat</b> [1] - 386:11  <b>treatment</b> [2] -</p>	<p>446:2, 457:24  <b>tried</b> [8] - 392:20, 392:22, 398:21, 413:12, 413:22, 426:15, 430:19, 430:23  <b>true</b> [10] - 367:15, 367:17, 389:15, 389:23, 409:21, 428:6, 428:25, 444:6, 464:8, 465:23  <b>truly</b> [1] - 446:20  <b>trunks</b> [1] - 469:15  <b>try</b> [30] - 362:20, 368:13, 371:17, 372:1, 372:4, 372:5, 373:22, 375:2, 392:24, 393:12, 394:7, 403:6, 403:9, 405:2, 405:5, 406:18, 418:8, 419:4, 425:5, 425:7, 434:18, 436:1, 436:14, 436:17, 439:22, 440:6, 455:3, 457:11  <b>trying</b> [33] - 358:4, 359:5, 361:18, 368:12, 371:8, 375:7, 383:4, 383:8, 383:9, 393:21, 394:21, 394:22, 397:24, 403:16, 404:12, 406:16, 408:16, 408:21, 413:17, 414:17, 423:7, 424:22, 426:12, 431:1, 431:23, 433:25, 437:5, 439:25, 440:2, 440:3, 449:2, 452:5, 458:14  <b>turn</b> [2] - 448:8, 462:12  <b>twice</b> [1] - 422:9  <b>Two</b> [1] - 428:16  <b>two</b> [35] - 358:1, 358:12, 358:14, 359:3, 360:8, 360:10, 362:3, 363:1, 364:1, 364:8, 376:7, 396:19, 396:22, 401:13, 405:23, 423:4, 423:18, 424:6, 424:7, 428:11, 428:13, 429:24, 429:25, 430:1, 453:7, 461:23, 466:19, 467:11, 468:11, 469:2, 473:19, 478:4  <b>type</b> [8] - 397:3, 401:22, 402:2, 402:4, 411:21, 438:23, 452:12, 478:18</p>	<p><b>Type</b> [20] - 401:14, 401:15, 401:18, 402:1, 402:3, 402:5, 402:6, 402:7, 402:8, 402:15, 404:3, 404:4, 404:5, 405:6, 405:7, 405:22, 407:24  <b>types</b> [7] - 369:20, 401:13, 431:10, 432:3, 432:13, 435:20, 452:15  <b>typical</b> [1] - 435:2</p> <p style="text-align: center;"><b>U</b></p> <p><b>UDP</b> [1] - 438:4  <b>ultimately</b> [4] - 399:18, 401:1, 423:5, 450:22  <b>Ultimately</b> [1] - 402:21  <b>Unbundled Network Element-Platform</b> [1] - 438:10  <b>uncertain</b> [2] - 449:17, 449:18  <b>uncertainty</b> [1] - 478:17  <b>unchanged</b> [1] - 478:14  <b>under</b> [34] - 371:11, 371:13, 373:9, 373:10, 373:12, 373:17, 407:4, 413:24, 414:6, 416:6, 416:12, 419:6, 422:14, 422:23, 422:24, 423:12, 423:13, 423:16, 423:23, 424:4, 424:12, 425:23, 428:8, 428:20, 429:20, 431:14, 438:12, 443:22, 451:9, 451:17, 466:2, 483:13  <b>underestimate</b> [1] - 419:7  <b>underlying</b> [1] - 449:13  <b>underpinnings</b> [1] - 449:13  <b>Understood</b> [1] - 357:22  <b>understood</b> [3] - 359:24, 365:6, 402:17  <b>UNE</b> [2] - 369:2, 369:3  <b>uniquely</b> [1] - 461:8  <b>United</b> [2] - 448:20,</p>	<p>449:1  <b>unlawful</b> [1] - 446:13  <b>Unless</b> [1] - 363:14  <b>unless</b> [1] - 455:1  <b>unnecessary</b> [2] - 445:4, 445:18  <b>unpalatable</b> [1] - 445:10  <b>unqualified</b> [1] - 379:8  <b>unusual</b> [1] - 411:22  <b>up</b> [25] - 358:19, 362:21, 370:17, 370:23, 371:18, 372:2, 375:1, 375:6, 379:8, 380:4, 380:20, 390:3, 391:1, 416:7, 416:19, 416:20, 425:5, 426:9, 426:15, 434:18, 436:2, 439:2, 440:23, 458:14, 480:22  <b>uproot</b> [1] - 368:19  <b>urging</b> [1] - 444:18  <b>Utah</b> [43] - 375:10, 378:5, 378:6, 378:13, 389:11, 390:9, 390:11, 409:8, 409:9, 409:10, 409:11, 409:15, 409:17, 409:25, 410:2, 410:19, 410:20, 410:24, 411:7, 411:9, 411:11, 411:15, 412:11, 421:22, 424:16, 428:8, 436:4, 438:17, 438:21, 446:25, 455:15, 456:2, 456:11, 465:15, 465:25, 469:4, 469:5, 471:10, 472:19, 478:19  <b>Utah Office of Consumer Services</b> [1] - 478:23  <b>utility</b> [8] - 358:23, 383:15, 387:8, 389:6, 389:18, 390:20, 469:15, 477:20  <b>utilize</b> [1] - 478:16</p> <p style="text-align: center;"><b>V</b></p> <p><b>value</b> [1] - 432:21  <b>various</b> [5] - 382:16, 383:14, 383:24, 454:8, 469:13  <b>verified</b> [1] - 409:25  <b>verifies</b> [1] - 368:24  <b>verify</b> [1] - 407:16  <b>Verizon</b> [6] - 389:25,</p>
---	--	---	--	---

<p>430:17, 431:8, 450:1, 453:2, 457:14  <b>Verizon-Frontier</b> [3] - 389:25, 430:17, 431:8  <b>versus</b> [1] - 453:2  <b>vice</b> [2] - 459:25, 460:1  <b>view</b> [3] - 361:9, 436:5, 449:4  <b>violation</b> [1] - 369:8  <b>virtually</b> [1] - 457:22  <b>VNXX</b> [4] - 450:5, 450:12, 452:12, 457:24  <b>VNXX/ISP</b> [10] - 446:2, 449:11, 450:15, 450:24, 451:22, 452:3, 453:12, 457:15, 457:20, 458:22  <b>VNXX/ISP-bound</b> [10] - 446:2, 449:11, 450:15, 450:24, 451:22, 452:3, 453:12, 457:15, 457:20, 458:22  <b>void</b> [3] - 452:22, 453:1, 453:3  <b>volume</b> [1] - 469:25  <b>volumes</b> [5] - 437:24, 438:1, 438:22, 439:3, 466:12  <b>voluntarily</b> [3] - 383:17, 384:1, 390:22  <b>volunteered</b> [1] - 363:11  <b>vulnerable</b> [1] - 468:6</p>	<p>438:17, 438:25  <b>Wholesale</b> [1] - 390:12  <b>wholesale</b> [41] - 369:23, 370:10, 370:14, 370:16, 370:20, 371:4, 371:12, 372:10, 372:25, 373:15, 373:24, 374:4, 380:10, 386:11, 390:4, 390:6, 392:25, 396:11, 396:13, 396:17, 398:7, 400:21, 403:7, 403:22, 404:2, 413:17, 419:8, 423:3, 423:10, 423:25, 425:10, 432:21, 434:20, 436:24, 437:2, 439:10, 440:4, 459:14, 459:21, 460:1  <b>wide</b> [1] - 462:5  <b>wild</b> [1] - 411:18  <b>Williams</b> [7] - 371:20, 378:10, 427:11, 428:25, 439:19, 439:20, 440:17  <b>Williams'</b> [7] - 373:10, 378:15, 378:23, 407:8, 421:24, 439:24, 440:21  <b>willing</b> [2] - 413:20  <b>wireless</b> [1] - 467:25  <b>wish</b> [3] - 417:3, 482:8, 483:15  <b>Witness</b> [1] - 356:7  <b>witness</b> [20] - 358:7, 365:13, 366:10, 366:19, 374:14, 430:6, 442:6, 442:10, 442:24, 447:7, 448:5, 462:13, 462:19, 473:6, 474:1, 477:13, 480:10, 481:2, 483:24  <b>witnesses</b> [12] - 357:24, 358:2, 358:5, 362:19, 363:16, 363:22, 364:11, 364:23, 460:21, 460:22, 476:21, 484:9  <b>wondering</b> [1] - 480:19  <b>word</b> [4] - 374:3, 390:16, 391:6, 400:5  <b>worded</b> [1] - 453:22  <b>words</b> [4] - 384:18, 394:16, 394:19, 406:5  <b>workforce</b> [1] - 435:18</p>	<p><b>worried</b> [1] - 434:9  <b>wrap</b> [1] - 362:20  <b>wraps</b> [1] - 448:13  <b>write</b> [2] - 358:24, 420:16  <b>written</b> [6] - 357:6, 362:23, 414:6, 426:15, 433:18, 484:18</p>	<p>473:20, 473:22, 480:7  <b>zone</b> [1] - 413:13</p>
<b>W</b>		<b>X</b>	
		<b>x's</b> [1] - 377:2	
<b>wait</b> [3] - 420:12, 420:17, 455:22 <b>wants</b> [1] - 358:25 <b>Washington</b> [2] - 390:2, 463:5 <b>wasted</b> [1] - 455:21 <b>ways</b> [1] - 459:7 <b>weather</b> [5] - 397:7, 398:20, 412:11, 412:22, 413:1 <b>week</b> [2] - 358:20, 484:19 <b>weight</b> [1] - 461:13 <b>West</b> [1] - 389:22 <b>whereas</b> [1] - 468:1 <b>whereby</b> [1] - 456:12 <b>whole</b> [7] - 400:21, 412:16, 413:3, 417:23, 438:6		<b>Y</b>	
		<p><b>year</b> [15] - 359:1, 372:23, 373:1, 381:1, 385:2, 385:5, 388:2, 408:20, 412:14, 412:16, 413:3, 428:9, 428:17, 428:20, 478:14  <b>years</b> [16] - 368:20, 382:3, 382:7, 382:19, 382:23, 385:6, 394:12, 407:1, 433:2, 445:24, 467:11, 469:16, 470:7, 471:23, 472:22, 473:19  <b>yesterday</b> [15] - 358:3, 365:6, 368:25, 370:13, 371:20, 375:8, 427:10, 433:23, 439:19, 458:4, 459:18, 460:21, 460:22, 462:1, 467:15  <b>your Honor</b> [13] - 356:9, 360:16, 363:20, 364:4, 365:14, 366:7, 374:15, 374:21, 441:22, 442:4, 442:15, 444:9, 475:9</p>	
<b>Z</b>		<b>Z</b>	
		<p><b>Zarling</b> [5] - 447:11, 447:16, 459:1, 473:11, 480:6  <b>ZARLING</b> [17] - 356:11, 357:22, 358:17, 359:10, 359:16, 360:11, 360:22, 361:4, 447:12, 447:14, 458:24, 460:13, 473:12, 473:15,</p>	