

Docket No. 13-049-15
Petition to Modify QPAP and PID
July 29, 2013

EXHIBIT W
Colorado Settlement

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Docket No. 02M-259T

IN THE MATTER OF QWEST CORPORATION'S COLORADO PERFORMANCE ASSURANCE PLAN

Settlement Agreement

This Agreement is entered by and among Qwest Corporation dba CenturyLink QC ("CenturyLink QC"), Comcast Phone of Colorado, LLC ("Comcast"), MegaPath Corporation fka DIECA Communications, Inc. dba Covad Communications Company ("MegaPath"), tw telecom of colorado llc ("tw telecom"), Eschelon Telecom of Colorado, Inc., doing business as Integra Telecom ("Integra") and Staff of the Colorado Public Utilities Commission ("Staff") (collectively the "Settling Parties") to resolve the above-captioned docket, as follows:

1) The above-captioned docket contains a number of filings, orders, issues, and parties.¹ The primary purpose of this docket originally was to monitor and review the performance assurance plan for Qwest Corporation in Colorado (the "CPAP") established in

¹ Several of the nominal parties to this docket are inactive. As the Commission observed in Decision No. C12-0197, "The active parties are Access Point, Inc., Comcast Phone of Colorado, LLC, DIECA Communications, Inc., doing business as Covad Communications Company, Eschelon Telecom of Colorado, Inc., doing business as Integra Telecom, Liberty Bell Telecom, McLeodUSA Telecommunications Services, Inc., doing business as PAETEC Business Services, tw telecom of colorado llc, XO Communications Services, Inc. (collectively, Joint CLECs); Qwest Corporation; and Staff of the Commission." Those parties are referred to in this Agreement as the Active Parties. The signatories to this Agreement (CenturyLink QC, Integra, Comcast, MegaPath, tw telecom, and Staff) are referred to as the Settling Parties. A note regarding Megapath: On August 20, 2010, MegaPath, Inc., CCGI Holding, Inc., and Speakeasy Broadband Services, LLC merged, with the respective operating companies continuing to operate as separate entities. As part of an intracompany pro forma roll-up merger, Covad Communications Company was merged into its sister affiliate, DIECA Communications, Inc. ("DIECA"), effective December 31, 2011. Effective January 1, 2012, DIECA changed its name to MegaPath Corporation.

Docket No. 01I-041T. Qwest Corporation dba CenturyLink QC ("CenturyLink QC") has been filing various CPAP reports in this docket since that time.

2) In 2009, following the issuance of the Commission Staff's Sixth Year Review Report, the Commission's Decision No. C09-0747 began its six-year review process of the CPAP as contemplated when the original CPAP was adopted. That review culminated in the Commission's Decision Nos. C10-1075 and C10-0863, which ordered a redesign of the CPAP. The 2010 Decisions speak for themselves, but gave specific directions regarding some CPAP issues and general directions on other issues, and directed the parties to negotiate a new CPAP that complied with those directions. Each CLEC in Colorado had the opportunity to participate in this docket and therefore the negotiations.

3) During this time period, Qwest Corporation's parent company Qwest Communications International, Inc. merged with CenturyLink, Inc. Pursuant to Decision No. C11-0511, issued May 12, 2011, the Commission granted the request of the active parties to this proceeding to submit briefs addressing whether the order of the Federal Communications Commission (FCC) approving the transfer of control of licenses and authorizations held by Qwest Communications International, Inc. (QCII), and its subsidiaries (including Qwest), from QCII to CenturyLink, Inc. (CenturyLink) affects the Commission-ordered redesign of the CPAP, and, if so, in what way.² The Commission concluded in Decision No. C12-0197 issued on February 24, 2012 that the public interest was best served by delaying the implementation of

² Decision No. C12-0197, ¶ 2.

the previously ordered redesign until April 1, 2014,³ but ordering negotiations to begin in October 2012.⁴

4) The Active Parties have been engaged in settlement discussions regarding the redesign of the CPAP as directed in Decision No. C12-0197, and this Agreement commemorates the agreements of the Settling Parties regarding the redesigned CPAP. The redesigned CPAP is included as Attachments 1 and 2 hereto. Attachment 1 consists of the new Exhibit K for interconnection agreements that is the operative CPAP; Attachment 2 consists of the new Exhibit B for interconnection agreements that contains the Performance Indicator Definitions (“PIDs”). Attachments 1A and 2A show in legislative redline format the changes from the prior version of the Colorado Exhibits K and B, respectively. The Settling Parties agree to request that the redesigned CPAP (Attachments 1 and 2 hereto) become effective on July 1, 2013. The Settling Parties agree to request that the Commission deem all existing interconnection agreements that currently contain the CPAP be modified to incorporate these revisions, also effective July 1, 2013, without need for further filings, consistent with past practice in this docket (See Decision No. C07-0747, ¶¶ (I)(A)4 and II(A)(2)).

5) In addition, the Settling Parties agree that in the event of an operations support systems (“OSS”) transition, parties will work through the established change management process (“CMP”) forum to explore the need for system specific measures to track new system performance prior to the implementation of new systems. New measures would be of limited

³ Decision No. C12-0197, ¶ 12.

⁴ Decision No. C12-0197, ¶ 13.

duration and would be comparable to and address pre-order or gateway measure(s), as applicable, similar to metrics in place prior to the CenturyLink-Qwest merger.

6) The approval of this Agreement and Attachments 1 and 2 resolves all the disputes of the Settling Parties regarding the substance and timing of the redesign of the CPAP, as framed in Decision Nos. C10-0863, C10-0875, and C12-0197 (the "Settled Issues"). Accordingly, the Settling Parties agree to request that the above-captioned docket be closed or dismissed, and a new docket opened for filings regarding the reporting set forth in Attachments 1 and 2 to this Agreement.

7) The Settling Parties also agree that they will request the redesigned CPAP contained in Attachments 1 and 2 be used as a model for use in other states where CenturyLink QC serves as an RBOC. The Settling Parties agree that CenturyLink QC may represent that the Settling Parties propose the adoption of the model PAP in the other CenturyLink QC RBOC 13 states. The Settling Parties further agree that they will not oppose the adoption of the model PAP in other CenturyLink QC RBOC states and, except as expressly provided in this Agreement, it will take no action in any administrative or judicial proceeding, or otherwise, which would have the effect, directly or indirectly, of contravening the provisions or purposes of this Agreement. Nothing in this paragraph, however, shall require any Settling Party to submit any pleading, comment, motion, affidavit, testimony, appearance or otherwise participate in any way in any proceeding other than the above-captioned proceeding in Colorado.

8) CenturyLink QC further agrees that neither it nor any CenturyLink affiliate or successor will initiate or support any action or proceeding before April 1, 2016 that seeks to eliminate any PAP in any CenturyLink QC RBOC state.

9) On or before May 24, 2013, the Settling Parties will file a joint motion requesting approval of Attachments 1 and 2 and this Agreement.

10) This Agreement is made for settlement purposes only. No Settling Party concedes the validity or correctness of any regulatory principle or methodology directly or indirectly incorporated in this Agreement. Furthermore, this Agreement does not constitute agreement, by any Settling Party, that any principle or methodology contained within this Agreement may be applied to any situation other than the above-captioned case, except as expressly set forth herein. No binding precedential effect or other significance, except as may be necessary to enforce this Agreement or a Commission order concerning the Agreement, shall attach to any principle or methodology contained in the Agreement, except as expressly set forth herein.

11) If the Commission does not approve this Agreement or the redesigned CPAP (Attachments 1 and 2), or requires or requests any modification to the Agreement or the redesigned CPAP (Attachments 1 and 2), this Agreement and the proposed redesigned CPAP are null and void and of no effect whatsoever. The Settling Parties' assent to this Agreement is expressly conditioned on the Commission's unqualified approval of the Agreement and the redesigned CPAP without modification.

12) Nothing in this Agreement shall constitute a waiver by any Settling Party with respect to any matter not specifically addressed in this Agreement. In the event this Agreement becomes null and void or in the event the Commission does not approve this Agreement or the redesigned CPAP, this Agreement, Attachments 1 and 2, and the negotiations or discussions undertaken in conjunction with the Agreement, shall not be admissible into evidence in these or any other proceedings.

13) The Settling Parties state that they have reached this Agreement by means of a negotiated process that is in the public interest, and that the results reflected in this Agreement are just, reasonable, and not contrary to the public interest.

14) The Settling Parties agree jointly to apply to the Commission for a waiver of compliance with any requirements of the Commission's Rules and Regulations to the extent necessary to permit all provisions of this Agreement to be carried out and effectuated.


15) This Agreement is an integrated agreement that may not be altered by the unilateral determination of any party to the Agreement.

16) This Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be executed and delivered by facsimile and the Settling Parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each Settling Party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by the Settling Parties to the same extent that an original signature could be used.

AGREED:


QWEST CORPORATION DBA CENTURYLINK
QC

Date: 5/23/2013

By: 
Timothy J. Goodwin, No. 21858
Associate General Counsel

ESCHELON TELECOM OF COLORADO, INC.,
DOING BUSINESS AS INTEGRA TELECOM

Date: 5/22/2013

By: 
Douglas Denney

Vice President, Costs & Policy
COMCAST PHONE OF COLORADO, LLC DBA
COMCAST DIGITAL PHONE

Date: _____

By: _____
Michael Clancy
Vice President – Partnership and Product Policy
Management

MEGAPATH CORPORATION FKA DIECA
COMMUNICATIONS, INC. DBA COVAD
COMMUNICATIONS COMPANY

Date: _____

By: _____
Katherine Mudge
Vice President – Regulatory Affairs and Litigation

TW TELECOM OF COLORADO LLC

Date: _____

By: _____
Kristie Ince
Vice President Regulatory Affairs

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Associate General Counsel


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BUSINESS AS INTEGRA TELECOM

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By: _____
Douglas Denney
Vice President, Costs & Policy

COMCAST PHONE OF COLORADO, LLC DBA COMCAST
DIGITAL PHONE

Date: 5-22-13

By: 
Michael Clancy
Vice President – Partnership and Product Policy Management

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COMMUNICATIONS COMPANY

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Katherine Mudge
Vice President – Regulatory Affairs and Litigation

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Vice President – Partnership and Product Policy
Management

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COMMUNICATIONS, INC. DBA COVAD
COMMUNICATIONS COMPANY

Date: 5/22/2012

By:  _____
Katherine Mudge
Vice President – Regulatory Affairs and Litigation

TW TELECOM OF COLORADO LLC

Date: _____

By: _____
Kristie Ince
Vice President Regulatory Affairs

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Date: _____

By: _____
Michael Clancy
Vice President – Partnership and Product Policy
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COMMUNICATIONS COMPANY

Date: _____

By: _____
Katherine Mudge
Vice President – Regulatory Affairs and Litigation

TW TELECOM OF COLORADO LLC

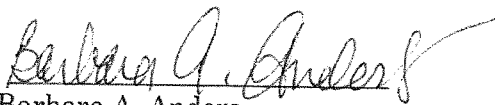
Date: May 22, 2013

By:  _____
Kristie Ince
Vice President Regulatory Affairs

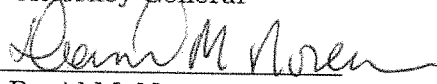
FOR STAFF OF THE COLORADO
PUBLIC UTILITIES COMMISSION

APPROVED AS TO FORM

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