



**Jason D. Topp**  
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(651) 312-5364

October 2, 2014

Dr. Burl W. Haar  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, MN 55101

**Re: In the Matter of Digital Telecommunications, Inc. Complaint against  
Qwest Corporation  
Docket No. P-5681, 421/C-09-302**

**In the Matter of the Application of Qwest Corporation for Expedited  
Approval to Discontinue Physical Connection with Digital  
Telecommunications, Inc.  
Docket No. P-5681, 421/M-08-1443**

Dear Dr. Haar:

Enclosed for filing please find Qwest Corporation dba CenturyLink QC's Response to Petition for Reconsideration filed by SAWT, Inc. regarding the above-referenced matter.

Very truly yours,

/s/ Jason D. Topp

Jason D. Topp

JDT/bardm

Enclosure

cc: Service List

200 South 5th Street, Room 2200  
Minneapolis, MN 55402  
[www.centurylink.com](http://www.centurylink.com)



First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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**STATE OF MINNESOTA  
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

<b>Beverly Jones Heydinger</b>	<b>Chair</b>
<b>David Boyd</b>	<b>Commissioner</b>
<b>Nancy Lange</b>	<b>Commissioner</b>
<b>Dan Lipschultz</b>	<b>Commissioner</b>
<b>Betsy Wergin</b>	<b>Commissioner</b>

**In the Matter of Digital Telecommunications, Inc. Complaint against Qwest Corporation** ) **Docket No. P-5681, 421/C-09-302**  
)  
)

**In the Matter of the Application of Qwest Corporation for Expedited Approval to Discontinue Physical Connection with Digital Telecommunications, Inc.** ) **Docket No. P-5681, 421/M-08-1443**  
)  
)  
)

**QWEST CORPORATION DBA CENTURYLINK QC'S RESPONSE TO  
PETITION FOR RECONSIDERATION FILED BY SAWT, INC.**

**INTRODUCTION**

Qwest Corporation dba CenturyLink QC ("CenturyLink" or "Qwest")<sup>1</sup> submits this response to the petition for reconsideration filed by SAWT, Inc. ("SAWT").<sup>2</sup> Petitions for reconsideration are governed by Minn. R. 7829.3000, which provides:

A petition for rehearing, amendment, vacation, reconsideration, or reargument must set forth specifically the grounds relied upon or errors claimed. A request for amendment must set forth the specific amendments desired and the reasons for the amendments.<sup>3</sup>

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<sup>1</sup> Qwest Corporation underwent a name change during the course of this proceeding. In order to maintain consistency with prior filings, these comments will continue to use the name Qwest when referring to the historical actions at issue in the case and CenturyLink when referring to the company's current litigation activities.

<sup>2</sup> On September 30, 2014, the Department of Commerce filed an additional petition for reconsideration. CenturyLink will respond to that petition on or before the deadline of October 10, 2014.

<sup>3</sup> Minn. R. 7829.3000, subp. 2.

SAWT's petition appears to entirely repeat arguments that the Commission has properly rejected. Its petition should be denied.<sup>4</sup>

### DISCUSSION

SAWT's petition identifies eight portions of the Commission's Order that it asks be reconsidered. SAWT has had ample opportunity to present arguments on these issues and, in fact, has provided essentially the same arguments it makes here on no fewer than five separate occasions. These include:

1. DTI's response to CenturyLink's Exceptions filed June 12, 2013;<sup>5</sup>
2. Extensive oral argument before the Commission on October 3, 2013;
3. Comments filed in response to the Commission's Supplemental Record Analysis dated February 11, 2014;<sup>6</sup>
4. Reply to comments related to the Supplemental Record Analysis filed March 3, 2014;<sup>7</sup> and
5. Additional oral argument conducted by the Commission on May 19, 2014.

In addition to largely repeating arguments made in prior filings, SAWT's petition does not suggest specific modifications to the Order in violation of Minn. R. 7829.3000, subp. 2,

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<sup>4</sup> The Commission might want to consider amending its order to add additional justification and the analysis included in the Supplemental Record Analysis filed by Staff on December 9, 2013 ("Supplemental Record Analysis"). The Commission's Order appears entirely consistent with that analysis but the reasoning and an analysis contained there might present issues in a more straightforward manner in the event SAWT files an appeal.

<sup>5</sup>  
<https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPoup&documentId={88924BCC-003B-4563-A783-A1D26FE82250}&documentTitle=20136-88101-01>.

<sup>6</sup>  
<https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPoup&documentId={BC75542A-9E84-45E6-96C0-884EB090E458}&documentTitle=20142-96334-01>.

<sup>7</sup>  
<https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPoup&documentId={03BE1E67-DE35-4638-92EF-D60686AA2808}&documentTitle=20143-97242-01>.

which requires “[a] request for amendment must set forth the specific amendments desired and the reasons for the amendments.”

CenturyLink has responded to these arguments extensively in past filings before the Commission and will not repeat all of the arguments it made in response.<sup>8</sup> However, the evidence presented at hearing<sup>9</sup> demonstrates that DTI failed to adjust to a significant change in law brought about by the FCC’s *Triennial Review Order* (“*TRO*”)<sup>10</sup> and *Triennial Review Remand Order* (“*TRRO*”).<sup>11</sup> DTI fully understood that under these orders, Qwest was no longer required to provide certain network elements and services at cost-based rates determined by a methodology known as TELRIC.<sup>12</sup> Qwest provided DTI with extensive information about substitute services and prices that were available and with options for seamlessly implementing the FCC’s changes in law. Yet, DTI failed to take effective action. The record instead demonstrates that DTI simply wanted to continue paying the low TELRIC prices that were invalidated by the *TRO* and *TRRO* and therefore refused to comply with the law.

In contrast, Qwest fully complied with the letter and spirit of the parties’ interconnection agreement and relevant regulations in assisting DTI with the transition. As

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<sup>8</sup> CenturyLink stands by the arguments and record citations set forth in its exceptions filed May 6, 2013 (“Exceptions”) and in subsequent filings and incorporates them by reference.

<sup>9</sup> See Exceptions, pp. 26-58, for a discussion of the record on these issues.

<sup>10</sup> *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, 19 FCC Rcd 16978 (2003) (“*Triennial Review Order*” or “*TRO*”).

<sup>11</sup> *In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Order on Remand, CC Docket No. 01-338, WC Docket No. 04-313, 20 FCC Rcd 2533, (2004) (“*Triennial Review Remand Order*” or “*TRRO*”).

<sup>12</sup> “TELRIC” stands for Total Element Long Run Incremental Cost.

detailed in its Exceptions and the Record Analysis, Qwest communicated with DTI regularly both as to the change in law and the need to adapt to that change. Qwest was upfront with DTI in negotiating a modification to its interconnection agreement and suggested that the parties seek resolution in front of the Commission if DTI was unwilling to accept Qwest's proposed language. Qwest proactively informed DTI of available pricing options in which DTI might be interested and provided additional pricing information to DTI when DTI requested such information.

If the Commission were to reconsider the changes suggested by SAWT, it should also revisit its analysis of its jurisdiction to order the relief SAWT seeks.<sup>13</sup> CenturyLink specifically preserves all of those issues in the event the Commission reconsiders its Order or this matter is appealed.

These comments, however, will respond to the specific portions of the Order SAWT suggests should be reconsidered.

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<sup>13</sup> Legal issues include fundamental legal errors associated with such findings, including: (1) setting a price for § 271 elements when the Eighth Circuit has ruled that the FCC has exclusive jurisdiction over such prices; (2) holding that the obligation of good faith negotiation prohibits a party from taking a particular position, despite the absence of any such obligation in the Telecommunications Act of 1996 ("the Act") or the FCC's rules; (3) deciding by necessity (without discussing the issue) that the deadline for raising a claim of bad faith negotiation contained in § 252 of the Act does not apply to SAWT's complaint, despite court rulings holding that failure to meet that deadline eliminates state commission jurisdiction over such claims; (4) ruling that the Commission can ignore and change the terms and conditions of an interconnection agreement price in violation of the well established filed rate doctrine; (5) improperly holding that the duty to negotiate in good faith under §§ 251 and 252 of the Act applies to the prices for services that Qwest provides as substitutes for former § 251 services and that are not governed by §§ 251 and 252; and (6) imposing a new rate and applying it retroactively in violation of the long-established rule against retroactive ratemaking. *See* Exceptions, pp. 4-24, for a discussion of the legal issues, which are not repeated here.



**A. The Commission's conclusions at pages 10 and 20-22 that there is little factual basis for the finding that Qwest breached its duty to negotiate in good faith are amply supported by the record.**

SAWT takes exception to the Commission's findings that it failed to prove Qwest negotiated in bad faith. On page 10 of the Order, the Commission simply summarizes the Supplemental Record Analysis filed on December 9, 2013. On pages 20-22, the Commission provides its analysis and the record upon which its findings are based.

The Commission's conclusions are amply supported by the record. In its Supplemental Record Analysis, Commission staff provides an overview of the duty to negotiate in good faith at paragraphs 43-51 and makes a number of key factual findings, specifically:

- DTI's claims are founded largely on unsubstantiated testimony that is not based on any personal knowledge or a review of the record.<sup>14</sup>
- The record demonstrates that Qwest repeatedly contacted DTI to offer pricing alternatives and responded to DTI's requests for further information.<sup>15</sup>
- Qwest's offer to initiate dispute resolution with the Commission further evidences Qwest's good faith negotiations.<sup>16</sup>
- During the transition period, DTI continued to give Qwest every reason to believe that it was transitioning its PRI/DSS customers off of Qwest contracts and to DTI facilities.<sup>17</sup>
- Qwest continued to offer DTI conversion options after it became apparent that DTI was struggling to meet its payments based on the month to month rates for PRI/DSS services.<sup>18</sup>

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<sup>14</sup> Supplemental Record Analysis, ¶ 53 a.-b. (citing extensive evidence in nn.119-123 including transcript excerpts and the testimony of Dave Watkins in sub-paragraphs).

<sup>15</sup> Supplemental Record Analysis, ¶ 54 a.-h. (citing transcript excerpts, Exs. 32, 33, 35, 36, 39, 45, 54, Attachment RA-42, 55, 59, 77).

<sup>16</sup> Supplemental Record Analysis, ¶ 55 a.-f. (citing emails contained in Ex. 32, Exs. 52 and 54).

<sup>17</sup> Supplemental Record Analysis, ¶ 56 a.-j. (citing transcript excerpts, Exs. 48, 52, 53 (RA-17 and RA-18), 56, 66, 86, 87; 10/3/13 oral argument transcript).

<sup>18</sup> Supplemental Record Analysis ¶ 57 a.-f. (citing transcript excerpts, Exs. 40, 47, 48, 49, 50, 51, 85).

- DTI was not coerced into signing the *TRO/TRRO* amendment.<sup>19</sup>

By contrast, in its challenge to the Commission's findings, SAWT makes a number of general assertions but does not cite any pieces of evidence that demonstrate the Commission's findings are wrong. Its challenge should be rejected.

**B. The Commission's definition of good faith negotiations is accurate and adequate.**

SAWT challenges the Commission's discussion of the obligation to negotiate in good faith set forth on page 23 of the Order. SAWT sets forth a number of general legal principles but does not explain how those principles should change the analysis in the Commission Order or change the outcome of this case.<sup>20</sup> Some of its purported principles are not even supported by legal authority.<sup>21</sup>

The Commission's discussion of the issue is general in nature but does accurately reflect the nature of the duty. Furthermore, the challenged portion of the Order addresses the issue in the context of one of the allegations in the case – implementing the 90-day transition period.<sup>22</sup> The duty is further fleshed out and discussed in other sections of the Order.<sup>23</sup>

To the extent the Commission wishes to address the obligation in a more comprehensive manner in a single piece, it may want to adopt the analysis set forth in Supplemental Record Analysis at paragraphs 43-50. For example, paragraph 49 provides:

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<sup>19</sup> Supplemental Record Analysis, ¶ 58 a.-f., citing Exs. 33, 34, 36, 39, 46, 52, 53 (Attachment RA-43), 54, 58, 78; 10/3/13 oral argument transcript).

<sup>20</sup> SAWT Petition for Reconsideration, pp. 4-5.

<sup>21</sup> See discussion of unequal bargaining power, requirements that Qwest consider the interests of a competitor and may need to sacrifice its' self-interest and a discussion of good faith and arbitration are "two sides of the same coin" at p. 5 of SAWT's Petition for Reconsideration.

<sup>22</sup> See Order, pp. 22-24, and the Table of Contents (analyzing the record by disputed issues: Negotiating for the TRO/TRRO Amendment (Section IX); Ambiguity (Section X); Failure to Negotiate (Section XI), Implementing the 90-day Transition Period (Section XII).

<sup>23</sup> See Order, pp. 13-14, 23-25.

The Telecommunications Act does not provide a definition of good faith and “describes only one instance in which a party might violate the good faith clause—when a party simply refuses to negotiate at all.” However, the FCC’s rules and regulations provide a solid base from which to identify other failures to negotiate in good faith, including but not limited to, “intentionally misleading or coercing another party into reaching an agreement that it would not otherwise have made”; “intentionally obstructing or delaying negotiations or resolutions of disputes”; and “refusing to provide information necessary to reach agreement.” *See* 47 C.F.R. § 51.301(c). (Footnotes omitted).

The Order is entirely consistent with this analysis and need not be changed. SAWT’s exception should be rejected.

**C. The Commission’s finding on page 25 related to Qwest’s duty to negotiate in good faith is accurate.**

SAWT challenges the statement in the Order at page 25 that “Qwest’s duty to negotiate in good faith does not require Qwest to unilaterally surrender benefits it secured during previous negotiations.” This statement is pulled out of a paragraph addressing Qwest’s obligations under the interconnection agreement and stands for the unremarkable proposition that a party to a contract is both entitled to the benefits of the terms of the contract as well as the obligations imposed by the contract.<sup>24</sup>

SAWT identifies a number of complaints about this finding, all of which have been extensively briefed and addressed before.<sup>25</sup> CenturyLink will not reiterate those arguments again. SAWT alleges that the finding conflicts with Qwest’s assurances that it would address prices after the amendment was signed and conflicts with duties it identifies but does not support with legal citations.<sup>26</sup> If the Commission wished to look at these issues more

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<sup>24</sup> Order, ¶ 25.

<sup>25</sup> *See, e.g.*, CenturyLink Exceptions, pp. 24-31 (reviewing the factual record from the hearing), 41-56 (responding to findings of bad faith made recommended by the ALJ), and Reply Comments (Mar. 12, 2014), pp. 6-17 (responding to criticisms of the Supplemental Record Analysis related to whether Qwest negotiated in good faith).

<sup>26</sup> SAWT Petition for Reconsideration, p. 6.

closely, the Supplemental Record Analysis addresses these claims in detail and rejects them based on sound analysis of the evidentiary record.<sup>27</sup>

**D. The Commission correctly interprets paragraph 5.1.2.2.2 of the interconnection agreement amendment.**

SAWT next reiterates its claim that the term “equivalent month to month resale arrangements” is ambiguous and should be interpreted in some other fashion than its plain meaning. SAWT disputes the Commission’s finding that the term is clear as well as all of the evidence in the record establishing that not only does the term have a common understanding in the industry<sup>28</sup> but also that the contract was in fact understood by both DTI and Qwest both before the amendment was signed and in the performance of the companies after signing the contract.<sup>29</sup> The Commission’s interpretation of the agreement is amply supported by the record.

SAWT’s arguments to the contrary rely on legal canons of contract construction that support, rather than undermine, the analysis of the Commission.<sup>30</sup> Interpreting the provision as SAWT suggests would violate the clear terms of the agreement, ignore the intentions of the parties as expressed before and after signing the contract and fails to give effect to the contract as a whole. CenturyLink has argued these issues repeatedly and incorporates its prior arguments by reference.<sup>31</sup>

SAWT next repeats arguments it has made repeatedly that the rate to be applied was unclear and that a price component was missing from the price list included in the record.<sup>32</sup>

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<sup>27</sup> Supplemental Record Analysis, ¶ 40.

<sup>28</sup> *Id.*, ¶ 41.

<sup>29</sup> *Id.*, ¶¶ 40-42.

<sup>30</sup> SAWT Petition for Reconsideration, pp. 7-8.

<sup>31</sup> *See, e.g.*, CenturyLink Exceptions, pp. 35-42.

<sup>32</sup> SAWT Petition for Reconsideration, p. 9 and n.9.

SAWT claims that Section 5.3.4 contains no such “DID Trunk circuit termination” and that therefore an essential pricing element is missing from the price list.<sup>33</sup>

Its position is in error. Relevant portions of the Exchange and Network Price List are attached to Ms. Albersheim’s testimony as Exhibit RA-4.<sup>34</sup> The footnote in the Price List states: “Requires a *DID* trunk circuit termination. See 5.3.4 of the Exchange and Network Services Tariff for terms, conditions, rates and charges applicable to *DID* service.”<sup>35</sup> When one actually goes to Section 5.3.4 of the tariff (Exchange and Network Services Tariff No. 1), Section 5.3.4 C.1 details the rate for DID service trunk circuit termination. That section appears at page 110 of the Tariff which was not introduced into evidence in this case.

In other words, contrary to SAWT’s representations, the price list incorporates a rate from the tariff for DID Trunk Circuit Terminations. SAWT’s exception should be denied.

**E. SAWT fails to provide any support for its claim that Qwest discriminated in favor of its retail customers over wholesale customers.**

One of the major issues litigated in the case related to whether or not Qwest discriminated in favor of its retail customers over DTI. SAWT requests that the Commission reconsider this finding but offers no factual basis for overturning the Commission’s decision. Its arguments should be rejected. As the ALJ found in ¶ 29, Qwest applied eligibility requirements (the requirements in the applicable tariff) in exactly the same fashion it applies them to other wholesale resale customers and to its own retail customers but DTI did not choose to commit to those services. Thus, even under the analysis of the Recommendation the Commission rejected, Qwest followed the process for conversion contemplated by the *TRO* and the interconnection agreement amendment. Ms. Albersheim testified:

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<sup>33</sup> *Id.*

<sup>34</sup> Ex. 52 (Albersheim Direct); RA-4, Section 14, p. 35, n.4.

<sup>35</sup> *Id.*

Q. Do the terms of ICB contracts for DSS and PRI make clear that the services will be converted to standard month-to-month rates at the end of the term established in the contract?

A. Yes. The price list states that customers can negotiate ICB pricing via a contract if the customer meets certain terms and conditions. Qwest's standard contracts, which the customer must sign to receive any of the discounts, state in section 2.2 that the rate will change to the month-to-month tariff rate if the service continues beyond the term date of the contract.

Q. Mr. Bahn states that Qwest has chosen to apply tariffed rates to DSS and PRI services and that this Commission should order Qwest to negotiate an agreement for a rate lower than the monthly rate for DTI. Should this Commission impose such an order on Qwest?

A. No. Mr. Bahn's incorrect analysis of Qwest's tariffs does not support his recommendation. And an order forcing Qwest to give DTI a monthly rate lower than the month-to-month rate with no accompanying term or volume commitment from DTI would give DTI an advantage over all other customers that order PRI and DSS services from the same tariff. Again, this would be discriminatory.<sup>36</sup>

SAWT fails to identify contrary evidence that warrant reconsideration of this aspect of the Commission Order.

**F. SAWT's exceptions regarding the meaning of the FCC's *TRO* Order should be rejected.**

SAWT apparently asks the Commission to reconsider its interpretation of the FCC's *TRO* Order but does not explain what portions of its interpretation should be modified or why the Commission should do so. To the extent SAWT is attempting to incorporate arguments made by the Department and rejected by the Commission on these issues, CenturyLink incorporates the arguments it filed earlier in this proceeding.

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<sup>36</sup> Ex. 55 (Albersheim Supplemental Surrebuttal), 10:16-11:16 (footnotes omitted).

**G. The Commission’s finding that DTI did not contest the amount of the bills is correct.**

SAWT claims that the Commission overlooked Exhibits 66 and 85 when it found DTI did not contest the amount of the bills issued by Qwest. It quotes portions of those exhibits out of context in advocating for a change in the Commission’s decision.

These exhibits (which are attached) support, rather than undermine the Commission’s findings. Exhibit 66 is an email from Dan Terek of DTI to Michelle Faamausili at Qwest. It states: “We are still disputing the current rate increases *until January 1st, 2007.*” It then goes on to explain that DTI is unhappy with the conversion process and alleged problems in porting numbers. It makes no mention that the rates were improperly applied. SAWT omits the highlighted portion of Exhibit 66. The exhibit relates to a disagreement over the conversion process and not to any dispute about the specific rate increases applied by Qwest.

SAWT’s reliance on Exhibit 85 is a mystery. SAWT quotes the exhibit as referring to “additional cost on our . . . bill.”<sup>37</sup> Exhibit 85 is an email from Dave Watkins to Tom Siewert and others dated February 21, 2007. It attaches a pricing proposal sent to Mr. Watkins by Judy Rixe of Qwest that same day. The exhibit contains no communications from DTI to Qwest and does not contain the language SAWT represents exists.

**H. SAWT fails to identify a basis to overturn the Commission’s findings that “Qwest did not act with anti-competitive intent.”**

SAWT also challenges a sentence in the Order that reads: “Qwest’s choice to begin charging DTI higher prices in lieu of initiating the process of disconnecting service undermines any suggestion that Qwest acted with ill will or anticompetitive intent toward DTI.”<sup>38</sup> This sentence points out that Qwest had a right to disconnect DTI when it failed to

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<sup>37</sup> SAWT Petition for Reconsideration, p. 11.

<sup>38</sup> Order, p. 25.

convert services pursuant to Section 5.1.2.2.1 but did not do so. The Commission's conclusion that this evidence supports a finding of good faith makes logical sense and is amply supported by the record.

**CONCLUSION**

SAWT's petition for reconsideration largely restates arguments the Commission has already rejected and fails to cite adequate record evidence or legal support for its arguments. Its petition should be rejected.

Dated this 2nd day of October, 2014.

QWEST CORPORATION dba  
CENTURYLINK QC

/s/ Jason D. Topp

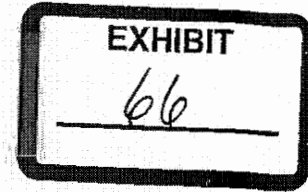
Jason D. Topp  
200 South 5<sup>th</sup> Street, Room 2200  
Minneapolis, MN 55402  
(651) 312-5364



10/10/06

**Dan Terek**

**From:** Dan Terek  
**Sent:** Tuesday, October 10, 2006 1:35 PM  
**To:** michelle.faamausili@qwest.com  
**Cc:** Jenny Woodward; 'Karl Sonneman'  
**Subject:** RE: Disputes DSS-PRI



Mary,

I afraid that is not good enough. We are still disputing the current rate increases until January 1<sup>st</sup> 2007. The reason more conversion requests were not made is due to the continued problems with porting numbers from Qwest. As stated in the attach letter to Qwest Vice President, Brian Stading, we are disputing the methods in which Qwest conducted itself over the last several months and request an extension on the original timeline. As of my last correspondence with Mr. Stading he said he will investigate and respond once he has additional information.

Please contact me if you have any additional questions, otherwise these disputes should considered still in affect and DTI will not approve their payment.

Sincerely,

Dan Terek  
 President/CEO  
 Digital Telecommunications Inc.  
 877-742-5384

**From:** Jenny Woodward  
**Sent:** Tuesday, October 10, 2006 1:23 PM  
**To:** Dan Terek  
**Subject:** FW: Disputes DSS-PRI

*Jenny Woodward*  
*Internal Sales Supervisor*  
*Digital Telecommunications, Inc.*

**From:** Swenson, Mary [mailto:Mary.Swenson@qwest.com]  
**Sent:** Tuesday, October 10, 2006 2:03 PM  
**To:** Jenny Woodward  
**Subject:** Disputes DSS-PRI

Michelle Faamausili notified Dan Terek on 08/15/2006 that the orders to disconnect and/or convert DTI's existing UNE-P DSS service were required no later than 08/19/06. If they were not received at that time, Qwest would issue orders to convert all DTI's existing DSS service to resale month to month rates.

As of 08/19/2006 DTI's existing service was not converted so Qwest began order activity to convert these accounts as stated in emails to Dan.

If port orders were sent after the services were converted to resale, then please provide me with LSR id's of the port requests and I will get with Michelle to investigate.

At this time I will consider the 4 disputes on Ban's 320-Z04-3551 and 320-R04-3200 sustained and will close the disputes. I will be closing these disputes today. Mary Swenson

1/17/2007

2/21/07

**Tom Slewert**

Minnesota  
Docket Nos. P-5681, 421/M-08-1443 and  
P-5681, 421/C-09-302  
DTI 04-014  
Trade Secret Attachment

**From:** Dave Watkins [dwatkins@plckdti.com]  
**Sent:** Wednesday, February 21, 2007 7:41 PM  
**To:** tslewert@slewertassociates.com  
**Cc:** 'Jenny Woodward'  
**Subject:** FW: Qwest Contracts PRI DSS

[Trade Secret Data Begins

Tom, this is what Judy e-mailed today in regards to the ordering of DSS PRI T 1 contracts. **The promotion she is describing below also has a free install with the term agreement.** I'll try to call Judy in the morning on the way over to Winona to firm up the terms. We need to place these orders ASAP!!!!

Dave Watkins V.P. Sales DTI  
**From:** Rixe, Judith [mailto:Judy.Rixe@qwest.com]  
**Sent:** Wednesday, February 21, 2007 1:53 PM  
**To:** Dave Watkins  
**Subject:** contract

Hey Davel

Sorry I could not pick up your call yesterday -- another wild day!

I had a long conversation with Larry last night and again talked about the urgency of getting a contract offered to you. Larry promised to talk with all the players and work to a resolution, it sounded like he wanted to tie this contract into part of the settlement of the outstanding billing.

Not sure if this helps you or not, but, I wanted to make sure you knew about a current PRI/DSS promotion. You can use this promo on single circuit. Promo runs through 4/31 and gives following pricing:

36 month term, bulk rate pricing  
PRI = \$670  
DSS = \$488

Might be an opportunity to get better pricing without depending on ICB contract.

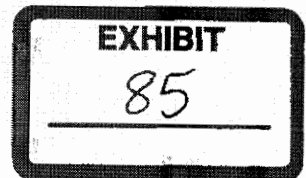
I will keep you posted on dealings with Larry and gang.

Judy

Trade Secret Data Ends]

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2/22/2007



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