

BEFORE THE NEBRASKA PUBLIC SERVICE COMMISSION

Joint Application of Qwest Communications
International, Inc. and CenturyLink, Inc. for
Approval of Indirect Transfer of Control of
Qwest Corporation, Qwest Communications
Company, LLC, and Qwest LD Corporation

Application No. C-4280

DIRECT TESTIMONY

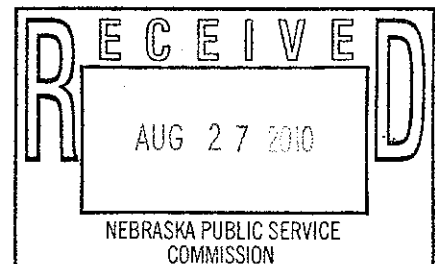
OF

GUY E. MILLER, III

ON BEHALF OF

CENTURYLINK, INC.

AUGUST 27, 2010



1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 A. My name is Guy E. Miller, III. My business address is 100 CenturyLink Drive, Monroe,
3 Louisiana 71203.

4 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING DIRECT TESTIMONY?**

5 A. I am submitting direct testimony on behalf of CenturyLink, Inc. referred to herein as
6 "CenturyLink."

7 **Q. BY WHOM ARE YOU EMPLOYED AND WHAT IS YOUR POSITION?**

8 A. I am currently employed by CenturyTel Service Group, LLC as Director of Carrier
9 Relations Strategy and Policy. I have held this position since December 5, 2005.

10 **Q. WHAT ARE YOUR RESPONSIBILITIES AS DIRECTOR-CARRIER**
11 **RELATIONS STRATEGY AND POLICY?**

12 A. I am responsible for evaluating, developing, and implementing the policies and positions
13 that govern the interactions between the CenturyLink regulated telephone companies and
14 wholesale customers, including competitive carriers. In addition, I am responsible for
15 evaluating, developing, and implementing CenturyLink's regulatory positions on inter-
16 carrier issues. For example, I have evaluated and recommended revisions to proposed
17 elements of inter-carrier compensation reform. I have also prepared policy and process
18 recommendations for mitigating phantom traffic and I served as the rural LEC lead
19 negotiator for negotiation of transiting issues with BellSouth.

20 **Q. WHAT POSITION DID YOU HOLD BEFORE BECOMING DIRECTOR-**
21 **CARRIER RELATIONS STRATEGY AND POLICY?**

22 A. From September 10, 2002 to December 4, 2005, I was Director-Carrier Relations for
23 CenturyTel Service Group.

1 **Q. WHAT WERE YOUR RESPONSIBILITIES AS DIRECTOR-CARRIER**
2 **RELATIONS?**

3 A. I was responsible for overseeing all of CenturyLink's activities under, and compliance
4 with, Sections 251 and 252 of the 1996 revisions to the Communications Act of 1934, as
5 amended (the "Act") (47 U.S.C. §§ 251 and 252). I was consequently also responsible
6 for oversight of all interconnection agreement negotiations and for all operations
7 performed under those agreements.

8 **Q. PLEASE DESCRIBE YOUR EXPERIENCE IN THE TELECOMMUNICATIONS**
9 **INDUSTRY BEFORE BECOMING DIRECTOR-CARRIER RELATIONS.**

10 A. I have worked in the telecommunications industry in various capacities for approximately
11 30 years. I started my career at Southwestern Bell Telephone Company in 1978 and
12 worked for Southwestern Bell and affiliated companies until 1995. During that time, I
13 also served on four industry technical forums, including the national forum that
14 developed OSS electronic bonding. Since, I have worked for other telecommunications
15 companies including Intermedia Communications and MFS Telecom prior to joining
16 CenturyLink.

17 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY STATE COMMISSION?**

18 A. Yes. I have testified before the following state commissions: the Wisconsin Public
19 Service Commission, the Tennessee Regulatory Authority, the Pennsylvania Public
20 Service Commission, the Colorado Public Utilities Commission, the Arkansas Public
21 Service Commission, Michigan Public Service Commission, the Oregon Public Utility
22 Commission, the Missouri Public Service Commission, the Alabama Public Service
23 Commission, the Louisiana Public Service Commission, and the Texas Public Utility

1 Commission. I have also been involved in the preparation and delivery of written
2 testimony related to several FCC proposed rulemakings from 2003 through 2007.

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

5 A. My testimony explains the positions of CenturyLink regarding the requested
6 commitments and related assertions made in the Cox Nebraska Telcom, LLC ("Cox")
7 and Charter Fiberlink-Nebraska, LLC ("Charter") Identification of Issues document filed
8 in this matter with the Nebraska Public Utility Commission (the "Commission") on
9 August 13, 2010. I am not an attorney, but I will reference applicable law in my
10 testimony to the best of my ability, and explain my understanding of the law based on my
11 experiences with implementing and interpreting it from a business perspective.

12 **Q. THE FIRST COMMITMENT COX AND CHARTER SEEK IS TO OBLIGATE**
13 **THE POST-MERGER COMPANY TO USE THE EXISTING QWEST OSS,**
14 **WHOLESALE AND INTERCARRIER PROCESSES AND SYSTEMS FOR AT**
15 **LEAST THREE YEARS. IS THIS A REASONABLE REQUEST?**

16 A. No. The transaction itself will not change any of the rights or obligations of any party,
17 the Applicants will abide by their OSS obligations, no harm to CLECs will result from
18 the transaction, and it is unreasonable to impose an arbitrary moratorium upon potential
19 integration practices that would provide complaint services to CLECs and result in
20 efficiencies for the combined company.

21 As an initial matter, both CenturyLink and Qwest take very seriously their
22 wholesale provisioning obligations and opportunities. Wholesale provisioning is
23 governed by a comprehensive array of existing regulations, laws, and contracts, and the
24 Commission should not impose conditions that change the legal obligations or voluntary

1 agreements that the parties have previously entered into. Beyond legal obligations,
2 however, serving wholesale customers is important to each company and is crucial to the
3 future of the combined company. The Applicants are each dedicated to having strong
4 OSS for wholesale operations, and they have long satisfied their various legal obligations.
5 There is no reason to assume that they will suddenly abandon their responsibilities
6 following the close of this transaction.

7 **Q. CAN YOU PLEASE DESCRIBE THE CURRENT CENTURYLINK OSS FOR**
8 **THE COMMISSION?**

9 A. Yes. Following CenturyLink's acquisition of Embarq in 2009, the company began
10 migrating to a more robust OSS system for CLEC use. CenturyLink currently utilizes a
11 system called EASE. EASE is used to process both access service requests (ASRs) and
12 local service requests (LSRs) and provides all pre-ordering and ordering functionality and
13 provides the carrier with the ability to track the status of their orders throughout the
14 provisioning process. The system provides a common industry standard interface and
15 eliminates a significant amount of duplicate order entry. EASE provides wholesale
16 customers with both a web based GUI (graphical user interface) as well as electronic data
17 interface options to allow flexibility to our customers in placing orders with CenturyLink.
18 In addition, the system utilizes a workflow management platform to provide centralized
19 and automated control of all workflow steps required to complete each provisioning
20 request. Relative to maintenance and repair, CenturyLink provides CLECs with access to
21 WebRRS, via the wholesale website, as a means to report and track trouble tickets.
22 CLECs also have the option of utilizing "800" access numbers to reach the appropriate
23 repair center.

1 As I referenced a moment ago, CenturyLink's OSS is technologically current and
2 was implemented in 2009. I have regular contact with CenturyLink's CLEC customers
3 across the nation, and I have received nothing other than positive comments from any of
4 those CLECs regarding current operations under the EASE system. It is quite clear that
5 CenturyLink is committed to a quality customer experience in all states and has provided
6 the resources necessary to deliver CLEC service in a timely, high quality manner.

7 **Q. WILL THERE BE ANY OSS CHANGES POST-MERGER?**

8 A. The merger is intended to bring about improved efficiencies and practices in all parts of
9 the combined company, so changes could be expected over time. However, any changes
10 will occur only after a thorough and methodical review of both companies' systems and
11 processes to determine the best system to be used on a going-forward basis from both a
12 combined company and a wholesale customer perspective. And, importantly, any
13 changes will comply with the companies' respective legal obligations, including the
14 obligation to coordinate such changes in advance through the Change Management
15 Process (CMP).

16 In the FCC's merger review proceeding the Applicants have provided a sworn
17 statement that CenturyLink plans to continue operating both CenturyLink and Qwest
18 existing OSS uninterrupted for the immediate future until it completes its evaluation of
19 the best options for all stakeholders. This evaluation is expected to take at least 12
20 months. It is reasonable and appropriate from a regulatory, business, and operational
21 perspective for the Applicants to evaluate the strengths and weaknesses of Qwest's and
22 CenturyLink's respective OSS, to consider the desires of the broad base of CLEC

1 customers (and not just the vocal few), and to analyze the logistical and economic factors
2 that bear on whether or how to migrate to a single OSS platform for all states. Wholesale
3 customers in CenturyLink areas and in Qwest areas will therefore not face immediate
4 changes, at the time of merger close, in their existing systems interfaces and existing OSS
5 arrangements will not be disrupted.

6 The post-merger entities will continue to comply with existing requirements of
7 the Act and any reporting and testing obligations under law. CLECs claim that the
8 CenturyLink OSS is inferior to the Qwest OSS, but provide no support for their claim.
9 As the Applicants explained in their Reply Comments in the FCC proceeding,¹
10 allegations about “differences” between the Qwest and CenturyLink OSS are false and
11 the alleged limitations of the CenturyLink OSS do not exist. CenturyLink values its
12 CLEC customers and will ensure that it employs the best systems to serve those
13 customers.

14 In the longer term, post-merger CenturyLink is dedicated to having industry-
15 leading OSS. Whether post-transaction CenturyLink ultimately chooses an existing OSS
16 or selects new systems should be left to be resolved through a refined analysis and the
17 need to respond to marketplace conditions, governed and controlled by existing laws and
18 contracts. For example, the geographic location of the CLEC may have an impact on
19 which system a particular CLEC desires. If a CLEC only provides service in the
20 southeastern part of the country (where Qwest does not operate), it might prefer the
21 CenturyLink OSS system. Likewise a CLEC in the southwest that only provides service

¹ In the Matter of Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer of Control; WC Docket No. 10-110

1 in Qwest's territory may want to continue to use the Qwest system. This is just one of
2 numerous factors that must be considered when making a decision on the future of any
3 OSS system. Accordingly, the Applicants recognize that any future changes to OSS will
4 require significant advance planning with wholesale customers, and CenturyLink pledges
5 to give its CLEC customers ample and adequate notice of any future changes, consistent
6 with its legal obligations and accepted business practices. Accordingly, the Cox and
7 Charter OSS proposed condition is not reasonable or pragmatic under all the facts and
8 circumstances.

9 **Q. A SECOND COMMITMENT SOUGHT BY COX AND CHARTER IS TO**
10 **ALLOW ADOPTIONS IN NEBRASKA OF ANY EXISTING ICA OF ANY**
11 **CENTURYLINK AFFILIATE, EVEN IF THAT AFFILIATE IS LOCATED IN**
12 **ANOTHER STATE. DO YOU FORESEE ANY PROBLEMS WITH SUCH A**
13 **CONDITION?**

14 **A.** Yes. This condition is neither necessary nor appropriate for this transaction. Not all
15 negotiated terms can technically and logically be applied to all jurisdictions, or to
16 Nebraska specifically.² All sorts of questions abound about how state-specific terms for
17 one legal entity ILEC would apply in Nebraska. Again, the transaction before this
18 Commission is essentially about the impact of the merger on the Nebraska public interest
19 so it is unreasonable and unnecessary in that context to take terms directed to operations
20 in another state and impose them on CenturyLink's ILEC operations in Nebraska.
21 Further, it is not rational, reasonable, or required by §251 for the Commission to order the

1 Applicants to allow competitors to cherry-pick the best ICA terms for themselves outside
2 of the standard negotiation process, merely because the Applicants are engaging in a
3 stock merger.

4 Second, conditions negotiated and agreed to in other states result from a myriad of
5 different circumstances and considerations. Even if one can get past some of the
6 logistical and practical questions of which conditions could theoretically be applied to
7 CenturyLink's ILECs in Nebraska, there still remains the fundamental problem of the
8 lack of fairness in simply imposing such a broad condition under the facts of this
9 particular transaction and under the statutory standard of review.

10 **Q. COX AND CHARTER ALSO REFER TO A SO-CALLED "COMPETITIVE**
11 **HARM" ASSOCIATED WITH RE-OPENING AND RE-ARBITRATING**
12 **PREVIOUSLY APPROVED ICAS. THEY BELIEVE SUCH PRACTICES**
13 **SHOULD BE PROHIBITED, EXCEPT FOR LEGITIMATE CHANGES IN**
14 **APPLICABLE LAWS. IS THERE ANY MERIT TO THIS CONCERN?**

15 A. None whatsoever. It seems to me that CenturyLink's obligations are already clearly
16 stated in applicable law. The availability of existing agreements for adoption on non-
17 discriminatory basis is a requirement under 47 USC 252 (i). Further, in my experience,
18 it is not possible for one party to unilaterally "re-open" or "re-arbitrate" existing
19 agreement terms. This could only happen by the mutual concern of both signatory

² For example, a carrier may port a Qwest agreement with §271 obligations, e.g., performance penalty plans and change management process. Such a condition would allow a carrier to place §271 obligations on CenturyLink's territories which are not required by law.

1 parties, or under change-in-law provisions set forth in the ICA, or after an existing
2 agreement expires by its (negotiated or arbitrated) terms.

3 **Q. ALTHOUGH NOT IN ITS SPECIFIC CONCESSION DEMANDS, IN THE**
4 **NARRATIVE OF ITS FILING, COX AND CHARTER WANT THE ABILITY TO**
5 **USE PRE-EXISTING ICAS AS A STARTING POINT FOR ANY NEGOTIATION**
6 **OF NEW AGREEMENTS. WHAT IS YOUR OPINION OF THEIR DEMAND?**

7 A. It depends. If the question is, "will the combined company consider the use of existing
8 terms and operations in a renegotiation process?" The answer is "of course." The
9 existing terms came about for a reason, whether due to legal obligations or as a result of
10 bilateral negotiations. However, any renegotiation must consider changes of law,
11 updating of processes and capabilities that make the relationship function more smoothly,
12 and competitive industry issues and conditions that did not exist at the time of the first
13 negotiation. It would be inappropriate, for example, for the Commission to in effect pre-
14 approve agreements that may have been negotiated or arbitrated in the late 1990s as
15 complying with the FTA in 2010 or beyond. Again, negotiations are covered under
16 Sections 251 and 252; it is not appropriate to add conditions over and above those
17 existing in applicable law.

18 **Q. COX AND CHARTER ALSO WANT EXISTING INTERCONNECTION**
19 **AGREEMENTS TO BE EXTENDED FOR UP TO THREE YEARS BEYOND**
20 **THE CURRENT TERM. IS THIS AN APPROPRIATE DEMAND?**

21 A. No. Competitors with existing interconnection agreements have voluntarily negotiated
22 and consented to the terms contained within, including the length of those agreements. It

1 is not appropriate for competitors to use the merger process to unilaterally seek a lengthy
2 enforced extension. It would be inappropriate, for example, for the Commission to in
3 effect pre-approve agreements that may have been negotiated or arbitrated in ten or more
4 years ago as complying with the FTA in 2010 or beyond. A unilateral ability for CLECs
5 to extend an ICA is an outcome not contemplated within the context of the bilateral
6 negotiations ordered by Congress. It is contrary to the federal Telecom Act (“FTA”) and
7 should be rejected.

8 **Q. IN ITS FILING, COX AND CHARTER REFER TO ASSERTED CENTURYLINK**
9 **“ANTICOMPETITIVE” PRICING PRACTICES. ARE THESE ALLEGATIONS**
10 **RELEVANT TO THIS PROCEEDING?**

11 A. No. First, I take exception to the characterization of CenturyLink’s pricing practices as
12 being “anticompetitive.” Cox and Charter have made that claim but offer no proof that it
13 is true. As an initial matter, setting charges for services provided to CLECs is an
14 extremely complex and fact-intensive process, and one that has nothing to do with
15 mergers, so addressing such issues here is impossible from a practical standpoint and is a
16 distraction. Second, independent of the proposed merger, these very issues have already
17 been arbitrated in other state venues, and the rates at issue contained in interconnection
18 agreements have been approved by state commissions, including Nebraska’s, as non-
19 discriminatory, compliant with the Telecom Act, and in the public interest.³ To the
20 extent the Cox or Charter lost the issues in those venues, what they seek here is to

³ See for example, AAA Case No. 51 494 Y 00524-07; Petition of Charter Fiberlink TX-CCO, LLC for Arbitration of an Interconnection Agreement with CenturyTel of Lake Dallas, Inc., Texas Public Utility Commission Docket 35869; In the Matter of a Petition for Arbitration by Sprint Communications Company LP vs. CenturyTel of Mountain Home, Inc., Arkansas Public Service Commission Docket 08-031-U; In the Matter of Sprint Communications Company LP’s Petition for Arbitration with CenturyTel of Eagle, Inc, Colorado Public Utilities Commission Docket C08-1059; and In the Matter of Sprint Communications Company LP Petition For Arbitration of an Interconnection Agreement with CenturyTel of Oregon, Inc., Oregon Public Utility Commission ARB 830.

1 circumvent the arbitration process under applicable law and have their proposed outcome
2 imposed upon CenturyLink in a transaction review proceeding. In other words, the
3 CLECs seek to gain concessions that should be part of arbitrations in Nebraska, and they
4 propose effectively denying CenturyLink its due process rights under the law. Finally,
5 the Commission can note that all existing CenturyLink Nebraska interconnection
6 agreement terms will remain in force post-merger pursuant to their contractual terms.
7 This ensures that CLECs' interconnection with CenturyLink will continue to be governed
8 by the interconnection terms previously negotiated and approved by this commission.

9 Nevertheless, I will address Cox and Charter's allegations so that the Commission
10 may have an accurate understanding of CenturyLink's processes, and their ultimate
11 applicability in Nebraska.

12 **Q. COX AND CHARTER REFERENCE CENTURYLINK'S ASSESSMENT OF A**
13 **SERVICE ORDER CHARGE FOR ORDERS SUBMITTED FOR NUMBER**
14 **PORTING PURPOSES. WHAT IS THE ULTIMATE OBJECTIVE BEHIND**
15 **THIS ISSUE?**

16 **A.** Cox and Charter are attempting to force a unilateral concession on this issue, but issues
17 regarding wholesale charges, rates, terms and conditions are appropriately considered in
18 cost dockets or interconnection arbitrations, not merger dockets. Moreover, it is settled
19 that it is appropriate for one party to recover the administrative costs of service order
20 activity from the other party when one party requests the processing of a number port or
21 any other service ordered and performed pursuant to the terms of the Agreement. As the

1 FCC⁴ and several other state agencies⁵ have held, the administrative processing costs that
2 are the subject of Cox's and Charter's concerns are an incidental consequence of number
3 portability, and are not costs directly related to providing number portability. Recovery
4 of these costs is competitively neutral in that they apply to both carriers when either
5 makes a request of the other. Further, where this charge is contained in an ICA, it has
6 been either agreed upon or approved by the reviewing regulatory agency as consistent
7 with the public interest.

8 Cox and Charter only make this charge an issue because they assume they will be
9 sending more porting orders than CenturyLink, and as the greater cost-causer, they seek
10 to avoid paying CenturyLink for services performed at their request. But again, these
11 issues are appropriately addressed in another docket, not this proceeding.

12 **Q. WHAT IS YOUR RESPONSE TO THE ASSERTION THAT CENTURYLINK'S**
13 **FEE FOR NID USE IS NOT JUSTIFIED?**

14 A. This argument is not valid. The crux of the NID rate issue centers on whether Cox or
15 Charter can unilaterally use CenturyLink's NIDs for free, or whether Cox and Charter
16 must submit an order to CenturyLink and compensate CenturyLink for the use of its
17 unbundled NID element to house all or a portion of the interconnection with a customer
18 who elects to obtain telephone service from Cox or Charter rather than from

⁴In the Matter of Telephone Number Portability and BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, released April 13, 2004 in CC Docket No. 95-116.

⁵ See for example, Petition of Charter Fiberlink TX-CCO, LLC for Arbitration of an Interconnection Agreement with CenturyTel of Lake Dallas, Inc., Texas Public Utility Commission Docket 35869; In the Matter of a Petition for Arbitration by Sprint Communications Company LP vs. CenturyTel of Mountain Home, Inc., Arkansas Public Service Commission Docket 08-031-U; In the Matter of Sprint Communications Company LP's Petition for Arbitration with CenturyTel of Eagle, Inc, Colorado Public Utilities Commission Docket C08-1059; and In the Matter of Sprint Communications Company LP Petition For Arbitration of an Interconnection Agreement with

1 CenturyLink. CenturyLink does not dispute the right of either Cox or Charter to access
2 the customer access side of the NID for the purpose of disconnecting the customer's
3 inside wire from CenturyLink's local loop. Further, CenturyLink does not seek any
4 compensation from Cox or Charter with regard to such access or disconnection activity.
5 However, if Cox or Charter, or any other CLEC places its facilities in CenturyLink's NID
6 and thus uses the CenturyLink NID as an unbundled network element, compensation is
7 properly payable to CenturyLink.

8 **Q. IS THERE ANY APPLICABLE LAW THAT ADDRESSES THIS POINT?**

9 A. Yes. For example, 47 CFR § 51.319(c), addresses the NID as a UNE:

10 "...an incumbent LEC also shall provide nondiscriminatory access to the network
11 interface device *on an unbundled basis*, in accordance with section 251(c)(3) of
12 the Act and this part. The *network interface device element is a stand-alone*
13 *network element* and is defined as any means of interconnection of customer
14 premises wiring to the incumbent LEC's distribution plant, such as a cross-
15 connect device used for that purpose. An incumbent LEC shall permit a
16 requesting telecommunications carrier *to connect its own loop facilities to on-*
17 *premises wiring through the incumbent LEC's network interface device*, or at
18 any other technically feasible point. [Emphasis added]

19 § 51.307(c) indicates that any use of a UNE whatsoever is included in the UNE
20 definition:

21 "access to an unbundled network element, along with *all of the unbundled*
22 *network element's features, functions, and capabilities*, in a manner that allows
23 the requesting telecommunications carrier to provide any telecommunications
24 service that can be offered by means of that network element." [Emphasis added]

25 And finally, § 51.509(h) indicates that there is a price for the stand alone NID UNE:

26 "An incumbent LEC must establish a *price* for the network interface device when
27 that unbundled network element is purchased on a stand-alone basis pursuant to
28 Sec. 51.319(c)." [Emphasis added]

1 **Q. IN THEIR PROPOSED CONDITIONS, COX AND CHARTER ALSO**
2 **REFERENCE ELIMINATING DIRECTORY LISTING CHARGES. ISN'T THIS**
3 **ISSUE SIMILAR TO THE OTHER SERVICE ORDER CHARGES THAT THEY**
4 **SEEK TO AVOID?**

5 A. Yes. And as with the administrative service order charge, the directory listing fees are
6 independent of and irrelevant to this Application. It is instructive to know, however, that
7 these two CLECs seeking to use CenturyLink's services without cost already have an
8 option to submit directory listings directly to the same third party directory publishers
9 and DA providers that are used by CenturyLink, with no involvement of CenturyLink in
10 the process, and therefore no charges assessed by CenturyLink. So as the Commission
11 can see, there is more to this issue than Cox and Charter might imply and the issue is best
12 left to the § 251 negotiations and arbitration process that is specifically established in the
13 FTA for just such an obligation and under which the issues can be fully developed and
14 explored.

15 **Q. WOULD YOU PLEASE SUMMARIZE FOR THE COMMISSION YOUR**
16 **CONCLUSIONS ABOUT THE TERMS SOUGHT BY CENTURYLINK'S**
17 **COMPETITORS IN THIS PROCEEDING?**

18 A. Yes. As the Commission can plainly discern, each of these pricing issues raised by Cox
19 and Charter can be reduced to a common theme. The CLECs are seeking to improve
20 their profit margins by shifting their legitimate costs of doing business onto CenturyLink.
21 Nowhere in applicable law does it say that an ILEC must ensure the profitability of a
22 CLEC; much less use its resources to improve the personal wealth of the competitor's
23 officers and shareholders. If any CLEC requests work to be performed or wants to use

1 CenturyLink property to avoid purchasing its own property, it must pay for what is
2 requested or used. If Cox, Charter, or any other CLEC believes that are any legitimate
3 concerns regarding the charges to be levied, the proper forum for investigating those
4 charges is through negotiations and arbitration of ICA terms, not in the context of a
5 “public interest” merger approval proceeding.

6 **Q. DO YOU HAVE ANY FINAL THOUGHTS TO BRING TO THE**
7 **COMMISSION’S ATTENTION?**

8 A. Yes. Cox and Charter are attempting to use a merger approval proceeding to impose
9 new and specialized interconnection obligations upon CenturyLink and Qwest,
10 obligations which are not authorized by law, and which have not been obtained through
11 good faith negotiations or arbitrations under Sections 251 and 252 of the Telecom Act.
12 Section 251 establishes a well-trod path for negotiations of ICAs subject to review and
13 possible arbitration by the Commission. There is no reason for the Commission to insert
14 itself into that process in the vacuum of this unrelated proceeding by prescribing certain
15 terms and conditions to be included or prohibited in the combined company’s ICAs. The
16 Commission’s involvement in such minutiae of interconnection negotiations in the
17 context of a merger analysis would serve no purpose, and adopting the proposed
18 conditions would be pointless when the relevant agreements already contain individually
19 negotiated terms, specific volume discounts, location-specific conditions, and other
20 relevant terms that the parties negotiated. The Commission should not permit Cox and
21 Charter to dictate terms different than those already negotiated and approved by the
22 Commission. Conditions that are obviously aimed at seeking competitive gain for the
23 petitioner rather than raising legitimate public interest concerns relating to the merits of

1 this transaction should be rejected. For the foregoing reasons, and for the reasons stated
2 in the Application, the Commission should promptly approve the proposed transfer of
3 control without any conditions.

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

5 **A. Yes.**