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AZ CORP COMMISSION
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Arizona Corporation Commission

DOCKETED

OCT 21 2010

DOCKETED BY

Attorneys for Intervenor CWA

BEFORE THE ARIZONA
CORPORATION COMMISSION

10 IN THE MATTER OF THE JOINT
11 NOTICE AND APPLICATION OF
12 QWEST CORPORATION, QWEST
13 COMMUNICATIONS COMPANY,
14 LLC, QWEST LD CORP., EMBARQ
15 COMMUNICATIONS, INC. D/B/A
16 CENTURYLINK COMMUNICATIONS,
17 EMBARQ PAYPHONE SERVICES,
18 INC. D/B/A CENTURY LINK,
AND CENTURYTEL SOLUTIONS,
LLC, FOR APPROVAL OF THE
PROPOSED MERGER OF THEIR
CORPORATIONS QWEST
COMMUNICATIONS
INTERNATIONAL INC. AND
CENTURYTEL, INC.

Docket Nos. T-01051B-10-0194
T-02811B-10-0194
T-04190A-10-0194
T-20443A-10-0194
T-03555A-10-0194
T-03902A-10-0194

**CWA'S: 1) NOTICE OF
WITHDRAWAL; AND 2) NOTICE
OF FILING SETTLEMENT
AGREEMENT BETWEEN CWA AND
JOINT APPLICANTS**

19 As is explained more fully below, Intervenor
20 Communications Workers of America ("CWA"), another labor
21 union, and the Joint Applicants have entered into a
22 settlement that, in conjunction with commitments made by the
23 Joint Applicants to the Minnesota Department of Commerce,
24 resolve CWA's concerns with the proposed transaction.
25 Consequently, CWA hereby withdraws its opposition to the
26 proposed transaction. Furthermore, CWA hereby withdraws as
27 an intervenor in the above-referenced dockets, specifically
28

1 including the withdrawal of all discovery requests, pre-
2 filed testimony filed on behalf of CWA, and CWA's pending
3 motions to compel (#1 and #2), and CWA requests that the
4 hearing regarding such motions to compel on October 27,
5 2010, be vacated. Finally, CWA requests that it be removed
6 from the service list in the above-referenced dockets. CWA
7 respectfully requests that the Commission issue an order
8 granting this withdrawal if such an order is necessary.

9 Specifically, on October 18, 2010, CWA, the
10 International Brotherhood of Electrical Workers,
11 CenturyLink, and Qwest entered into an agreement concerning
12 the proposed merger (referred to herein as "the CWA
13 Settlement"). A copy of the CWA Settlement is attached
14 hereto as Appendix "A". During this proceeding, CWA raised
15 three primary concerns about the proposed transaction, each
16 of which has been addressed.

17 First, CWA was concerned about the apparent intention
18 of CenturyLink to move quickly to integrate billing,
19 customer service, dispatch, and other operational support
20 systems (OSS). Given the problems that have arisen in the
21 on-going integration of Embarq service areas into
22 CenturyLink's OSS, CWA recommended that CenturyLink be
23 required to demonstrate the successful completion of the
24 Embarq integration before CenturyLink started to integrate
25 Qwest's operations. In a settlement with the Minnesota
26 Department of Commerce in the on-going Minnesota proceeding,
27 CenturyLink has committed to wait at least two years after

1 closing before it begins to integrate the Qwest and
2 CenturyLink wholesale OSS. Because the wholesale and retail
3 OSS are closely linked, and because Qwest relies on the same
4 OSS in all jurisdictions, CWA believes this has the same
5 effect as a two-year hiatus in any significant Qwest-
6 CenturyLink integration activities. CenturyLink anticipates
7 concluding the Embarq integration process in the third
8 quarter of 2011, which would provide a period of at least 18
9 months before the Qwest OSS integration would begin. In
10 CWA's opinion, this provision is a satisfactory resolution
11 of CWA's first concern.

12 Second, CWA was concerned about the effect of the
13 proposed transaction on employment levels, particularly
14 among Qwest's field work force and call center operations.
15 CWA's outside consultant has had an opportunity to review
16 synergy estimates prepared by the Joint Applicants and it
17 does not appear that substantial reductions are anticipated
18 in the field work force. Moreover, in the CWA Settlement
19 CenturyLink has agreed to a process whereby CWA and the
20 Joint Applicants will attempt to maximize employment levels
21 throughout the CenturyLink/Qwest service areas. Appendix
22 "A", ¶¶ 1 and 3.

23 While reductions in call center operations may occur,
24 the CWA Settlement provides a transition period of
25 approximately one year (until May 15, 2012) during which
26 CenturyLink agrees not to close any Qwest call center where
27 the workers are represented by CWA or another labor union.

1 Appendix "A", ¶ 2. Moreover, CenturyLink also has committed
2 to certain enhanced separation benefits for a limited period
3 of time for any affected call center employees, which should
4 further ease the burden on employees of any call center
5 closings that the Joint Applicants find to be necessary to
6 enhance operational efficiency. This also provides a
7 monetary incentive for CenturyLink to retain these call
8 centers in service for an additional five months after the
9 May 2012 commitment.

10 Third, CWA expressed concern about the combined
11 company's commitment to broadband deployment and other
12 necessary network investments. While the Joint Applicants
13 were not willing to commit, at this time, to specific
14 broadband and other infrastructure investment targets, the
15 CWA Settlement recognizes that such investments are
16 essential to the financial health of Qwest and CenturyLink,
17 as well as the communities they serve. Appendix "A", ¶ 5.
18 CWA and the Joint Applicants agree to work together to
19 facilitate this investment, including CWA's agreement to
20 assist in Joint Applicants' efforts to enhance services in
21 rural and economically disadvantaged areas.

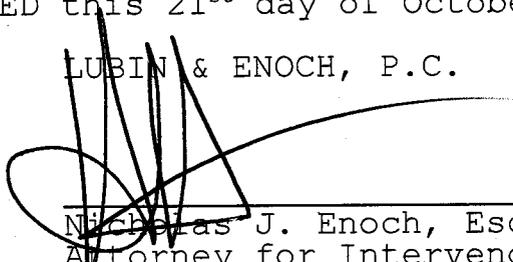
22 The remainder of the CWA Settlement essentially
23 reaffirms commitments made by Joint Applicants in their
24 merger agreement to keep in place collective bargaining
25 agreements, and various terms and conditions thereof, after
26 the transaction closes. Appendix "A" ¶¶ 6-9; see also
27 Appendix "B", Agreement and Plan of Merger dated as of April

1 21, 2010, § 6.13. While these provisions of the CWA
2 Settlement reaffirm commitments made in the merger
3 agreement, their existence in a settlement with CWA is
4 important because the merger agreement states that there are
5 no "third party beneficiaries" of the merger agreement.
6 Id., §§ 6.13(c) and 9.07. Thus, without a specific
7 agreement between the union and the Joint Applicants, the
8 employee-related provisions of the merger agreement would
9 not be enforceable by the employees themselves.

10 **WHEREFORE**, for the reasons set forth above, CWA submits
11 that the CWA Settlement is in the public interest and
12 constitutes a reasonable resolution to the issues raised by
13 CWA before this Commission. CWA therefore withdraws, or
14 requests to withdraw, as an intervenor in the above-
15 referenced dockets, and requests that it be removed from the
16 service list in the above-referenced dockets.

17 RESPECTFULLY SUBMITTED this 21st day of October 2010.

18 LUBIN & ENOCH, P.C.

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20 
21 Nicholas J. Enoch, Esq.
22 Attorney for Intervenor CWA
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Docket	Documents	Decisions	Case Schedule	Staff Assigned	Service List	Linked Dockets
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Back

Service List PDF Web Word Excel

Service List:

Company	Contact	Address	Date Added
	John Ilgen	9606 N. Mopcc Expressway Suite 700 Austin, Texas 78759	9/22/2010
	Lyndall Nipps	845 Camino Sur Palm Springs, California 82262	8/3/2010
XO Communications, Inc.	Rex Knowles	7050 Union Park Ave., Ste. 500 Midvale, Utah 84047	7/30/2010
DIECA Communications, Inc	Katherine Mudge	7000 N. Mopac Expressway, 2nd Floor Austin, Texas 78731	7/30/2010
	Arizona Reporting Service, Inc.	2200 N. Central Ave. -502 Phoenix, Arizona 85004-1481	7/2/2010
	Penny Stanley	270 Interlocken Blvd. - 600 Broomfield, Colorado 80021	7/2/2010
	Michel Singer-Nelson	270 Interlocken Blvd. - 600 Broomfield, Colorado 80021	7/2/2010
	Harry Gildea	1111 14th St., N.W., - 300 Washington , District of Columbia 20005	7/2/2010
	Stephen Melnikoff	901 N. Stuart St., - 700 Arlington, Virginia 22203-1837	7/2/2010
	Scott Rubin	333 Oak Lane Bloomsburg, Pennsylvania 17815	7/2/2010
	Nicholas Enoch	349 N. Fourth Ave. Phoenix, Arizona 85003	7/2/2010
	James Falvey	420 Chinguapin Round Rd., - 2-1 Annapolis, Maryland 21401	7/2/2010
	Joan Burke	1650 N. First Avenue Phoenix, Arizona 85003	7/2/2010
	William Haas	One Martha's Way Hiawatha, Iowa 52233	7/2/2010
	Rogelio Pena	4845 Pearl East Circle, - 101 Boulder, Colorado 80301	7/2/2010
	Greg Rogers	1025 Eldorado Boulevard Broomfield, Colorado 80021	7/2/2010
	Mark DiNunzio	1550 W. Deer Valley Rd. MS:DV3-16, Bldg. C Phoenix, Arizona 85027	7/2/2010
	Daniel Pozefsky	1110 West Washington, Suite 220 Phoenix, Arizona 85007	7/2/2010
	David Ziegler	20 E. Thomas Rd, 16th Floor Phoenix, Arizona 85012	7/2/2010
	Linda Stinar	6700 Via Austi Pkwy.	7/2/2010

		Las Vegas, Nevada 89119	
	Gregory Merz	500 IDS Center 80 S. Eighth St. Minneapolis, Minnesota 55402	6/21/2010
Eschelon Telecom of Arizona, Inc.	Karen Clauson	6160 Golden Hills Dr. Golden Valley, Minnesota 55416- 1020	6/21/2010
	Michael Patten	Roshka DeWulf & Patten, PLC One Arizona Center 400 E. Van Buren St. - 800 Phoenix, Arizona 85004	6/21/2010
	Kevin Zarling	400 West 15th Street, Ste 315 Austin, Texas 78701	6/9/2010
	Janice Alward	1200 W. Washington Phoenix, Arizona 85007	5/14/2010
	Steve Olea	1200 W. Washington St. Phoenix, Arizona 85007	5/14/2010
Arizona Corporation Commission	Lyn Farmer	1200 W. Washington Phoenix, Arizona 85007-2927	5/14/2010
	Jeffery Crockett	One Arizona Center 400 E. Van Buren Phoenix, Arizona 85004-2202	5/14/2010
	Norman Curtright	20 E. Thomas Road, 16th Floor Phoenix, Arizona 85012	5/14/2010

APPENDIX A



October 18, 2010

Annie Hill
Executive Vice President
Communications Workers of America
501 Third Street, NW
Washington, DC 20001

Mary Taylor
Vice President – District 7
Communications Workers of America
8085 East Prentice Avenue
Greenwood Village, Colorado 80111-2745

Martha Pultar
Telecommunications Director
International Brotherhood of Electrical Workers
900 Seventh Street, NW
Washington, DC 20001

Jasper Gurganus
Vice President, Telecommunications
Communications Workers of America
501 Third Street NW
Washington, DC 20001

RE: LETTER OF AGREEMENT RELATED TO CENTURYLINK AND QWEST MERGER

Dear Messers Hill, Taylor, Pultar and Gurganus:

There has been much discussion and engagement between the parties regarding the pending merger between CenturyLink and Qwest and its impact to jobs that are represented by the Communications Workers of America and the International Brotherhood of Electrical Workers. As a result of those discussions, the parties have entered into this Letter of Agreement with respect to that merger and the relationship with the Unions.

This Letter of Agreement (the "Agreement") is made and entered into as of this 18th day of October, 2010 ("Effective Date"), by and between the Communications Workers of America and all of its Districts and Locals (collectively, the "CWA"), the International Brotherhood of Electrical Workers and all of its Districts and Locals (collectively, the "IBEW"), Qwest Corporation and its subsidiaries (collectively, "Qwest"), and CenturyLink, Inc. and its subsidiaries (collectively, "CenturyLink"). For purposes of this Agreement, the CWA, IBEW, Qwest and CenturyLink are sometimes collectively referred to as the "Parties" and individually referred to as a "Party".

The merger between CenturyLink and Qwest will create opportunities to expand and grow over the long term but, as with all companies in the data and telecommunications businesses, appropriate levels of employment and its workforce must match its business needs and economic realities. The Parties recognize that CenturyLink and Qwest cannot make specific commitments on the number of jobs that will be maintained or created as a result of the merger. Therefore, the Parties agree that some principles should guide the activities and employment levels of union-represented jobs following the merger of CenturyLink and Qwest.

1. **Employment Levels** – CenturyLink and Qwest (collectively "NewCo"), intends to grow and increase employment over the long term, but in any event, plans on continuing to employ the appropriate level of resources, including workforce, employee benefits, network and investment, necessary to achieve the continuation of quality service to the existing and prospective CenturyLink and Qwest customers while remaining competitive. We understand the difficult economy in which we are working. The Parties recognize that reductions in force may be

required at some time in the future. If such reductions occur, the companies agree, for a period of thirty (30) months from the date of the closing of the merger, that the percentage of the total workforce of NewCo composed of union-represented employees, will not decrease by any more than one percentage point (1%) from its percentage of the total workforce as of the closing of the CenturyLink and Qwest merger (excluding individual voluntary separations or terminations for cause, if any, but including program separations such as EIPP, VTP or VSPP). The estimated percentage at the current time is 44.2%. The closing date percentage will be calculated as soon after closing of the CenturyLink/Qwest merger as practicable. Likewise, during those thirty months, the percentage of workers represented by each union will not decrease by more than one-half percent (0.5%) from its then current percentage of the total workforce at merger close. Both benchmark figures – the one percentage point (1%) variation for overall bargaining units and the one-half percentage point (0.5%) variation for each union – are subject to calculation as of the merger closing date. (The calculation methodology for establishing both benchmark figures is demonstrated in Addendum "A" attached to this Agreement.)

Moreover, if workforce reductions are required, NewCo, in its discretion, will make available outplacement support for bargaining unit employees under the outplacement program adopted or currently offered by the company (e.g., PATHWAYS for Qwest employees). The handling of workforce reductions, the provision of alternative employment opportunities for laid off employees, and other similar or related issues will be among the subjects of conversations at the National Cooperative Resource Council, described in Section 4 below.

The parties believe that NewCo must operate at the highest level of affordable technological knowledge (embodied in equipment, organization or methods of operation). Technological change, however, can be disruptive both to the workforce and management. To mitigate any potential negative effects of technological change, union leaders and management will engage in periodic discussions (at least semi-annually) towards the goal of jointly addressing the impact of these emerging and evolving technological changes to the benefit of employees, customers, and shareholders, and shall include attempts to drive new technologies into existing and future bargaining units. In the belief that the adoption of appropriate technologies benefits NewCo and its stakeholders in both the short and long terms, both unions and management will encourage employees to engage in retraining opportunities made available by the company to assist NewCo in maintaining an industry-leading workforce. In order to assist in understanding the effects of the technological changes, when feasible, management will work with the unions proactively in trials of new technologies. When the new technologies may have negative employment consequences on bargaining unit employees, such discussion will focus on considering the offering of alternative employment opportunities.

NewCo recognizes that the completion of the merger will not have any impact on existing collective bargaining agreements. Each of NewCo's operating subsidiaries, including those acquired through the merger, will continue as the employer of its represented employees, and will continue to honor all existing collective bargaining agreements to which the subsidiary is currently a party. Each operating subsidiary will also continue to recognize the relevant IBEW and/or CWA locals that represent its employees as the exclusive bargaining representative of those employees.

2. **Call Center** – NewCo shall commit, for the period between the date of merger close and May 15, 2012, not to close any Qwest call center comprised of union represented employees. (The applicable Qwest call centers have been identified in Addendum "B" attached to this Agreement. "Qwest call center employees" shall be any union-represented employee whose primary work assignment is located within any of these centers). NewCo shall also provide, in addition to current contractual requirements, thirty (30) days advance notice to the Union of a closure of any union-represented call center that may be announced prior to October 6, 2012. (The applicable union-represented call centers have been identified in Addendums "B" and "C" attached to this Agreement. Union-represented call center employees shall mean any union-represented

employee whose primary work assignment is located within any of these centers). The Parties agree that any advance notice to the Union of NewCo's plans to close a union-represented call center shall remain confidential between the Parties until NewCo formally announces such call center closures.

During the period between the date of merger close and October 6, 2012, NewCo agrees to enhance certain severance and other benefits available to Union-represented call center employees, subject to the following:

- a. Separation payments for impacted employees and their respective agreements: voluntary and involuntary separation payment schedules shall be increased by twenty percent (20%) for eligible employees who separate under these provisions.
 - b. Six (6) additional months of company-subsidized COBRA benefits coverage under NewCo's health care, dental and vision plans, or successor plans, shall be available at the active employee rate to union-represented employees in the Qwest call centers who have at least one year or more of Term of Employment (TOE). Eligible employees may elect to continue COBRA coverage for the remaining portion of the eighteen (18) months that exceeds the Company subsidized period, based on TOE, by paying the full monthly premium.
 - c. Eligible employees, who qualify for reimbursement of relocation expenses, pursuant to the provisions of the impacted employee's collective bargaining agreement, shall have their relocation allowances or payments increased by twenty percent (20%).
 - d. Recall Rights shall be extended to eligible employees who voluntarily or involuntarily separate under force adjustment or force reduction provisions, subject to the provisions of the applicable collective bargaining agreement and employees' eligibility for rehire. In the absence of a Recall Rights provision in the applicable collective bargaining agreement, the Parties will default to the terms contained within the Qwest collective bargaining agreements between CWA and IBEW expiring on October 6, 2012.
 - e. Impacted employees who participate under force adjustment and force reduction provisions shall be offered: (i) "follow the work" opportunity to the receiving location, if an opening exists; and (ii) priority placement for lateral and lower rated positions available throughout the bargaining units of any NewCo subsidiary, subject to minimum or basic job qualification requirements, unless the collective bargaining unit prohibits or restricts such consideration for placement into the vacant position.
3. **National Employee Transfer Plan** – the Parties' various collective bargaining agreements often establish provisions that allow employees to transfer or apply for other open union-represented positions within the bargaining unit. With the merger of CenturyLink and Qwest, the Parties recognize that union-represented employees may want to transfer or apply for open positions between and across bargaining units. While nothing in this paragraph adds, changes, modifies, eliminates or discontinues the provisions of any individual collective bargaining agreement with regard to employee transfers, the Parties agree to engage in efforts to negotiate a mutually agreeable National Employee Transfer Plan within seventy-five (75) days following execution of this Letter of Agreement. If mutual agreement on a national transfer plan is not reached within seventy-five (75) days, escalation of the matter shall be directed to the Executive Vice President – CWA; Telecommunications Director – IBEW; Senior Vice President – Public Policy and Government Affairs (Qwest) and the Senior Vice President – HR (CenturyLink) for good faith

efforts at resolution. In the event the Parties cannot reach agreement within thirty (30) days following escalation of the matter, any party may unilaterally elect to discontinue negotiating by providing notice to the other parties. Such negotiations shall not be subject to arbitration.

In the spirit of reaching agreement on a National Employee Transfer Plan (the "Plan"), the Parties agree to the following principles and framework:

- a. The Plan should facilitate movement between and across bargaining units that are covered by different collective bargaining agreements with the goal of preserving employees' benefits earned while under the collective bargaining agreement in effect immediately prior to the transfer to another bargaining unit and collective bargaining agreement.
 - b. The Plan is for use on a voluntary basis and for situations of force adjustment or force reduction.
 - c. The Plan will not add, change, modify, eliminate or discontinue the terms and conditions of the collective bargaining agreement that covers the open position for transferees within the bargaining unit, and does not alter or expand the candidate selection criteria and process used by NewCo for placements within or into the bargaining unit.
 - d. The Parties shall explore the impact of pension portability and seniority for transfers between and across the bargaining units for such things as scheduling, vacation/paid time off, force adjustment, and force reduction. The Parties' existing collective bargaining agreements shall govern the recognition of seniority for transfers between and across bargaining units and the application of seniority, unless otherwise agreed to by the parties who are signatory to any particular bargaining agreement.
4. **Cooperative Resource Councils** – Contingent upon the close of the merger, CenturyLink shall commit, until January 1, 2015, that the currently established national and regional Cooperative Resource Councils (the "CRC") shall be expanded to include issues of common concern with the merger of Qwest and its integration. This Council, which has no authority to add, change, modify, eliminate or discontinue any provision of the Parties' various collective bargaining agreements, will be extended until January 1, 2015, unless otherwise extended further, in writing, with mutual agreement by the Parties. The national CRC shall work in concert with any established council, committee or process that currently exists under Qwest's Collective Bargaining Agreements.
5. **Investment** – The Parties agree that they share a common interest in the continued investment in technology that establishes the infrastructure for new products and services, improves service quality, and/or achieves operational efficiencies for CenturyLink. As part of the capital investment program, deployment and expansion of broadband facilities, especially in the unserved and under-served areas, to provide access to high speed Internet service is also essential for economic growth, job creation and global competitiveness. To support this common goal, the Parties agree that CWA and IBEW will affirmatively and timely support grant applications by NewCo or its subsidiaries for federal stimulus or similar funds including, Qwest's pending grant application for Federal stimulus funds with RUS, as part of the joint effort to expand investment in broadband facilities.

The parties also agree to work together to promote legislative and regulatory changes that support increased investment in broadband facilities, including in the FCC's inquiry into the regulatory classification of broadband services, its proceedings to implement the National Broadband Plan, and FCC and Congressional proceedings to reform universal service funding.

The Parties further agree that an aggressive program of capital investment is required if expanded opportunities are to be realized. Such investment must take advantage of the various capabilities and technologies available to CenturyLink, and careful consideration must be given on where and how such investments are made that promise attractive revenue growth, expected margins, and the return on investment.

Clearly, higher capital expenditures will attract businesses, as well as foster economic and individual development. To realize these opportunities, CenturyLink expects to continue to invest in its future and to make capital expenditures sufficient to maintain its position as an industry leader and drive additional revenues into CenturyLink. While CenturyLink cannot make specific commitments in these areas or on the number of union-represented jobs that will be maintained or created by such investments, the Parties agree that CWA and IBEW will work with CenturyLink to further our mutual interests in growing profitable businesses, expand network and infrastructure investment, and provide employment opportunities where it can do so quickly, efficiently and cost effectively.

6. **Contractors** – The parties recognize that utilization of contractors is unique to each bargaining unit and its respective collective bargaining agreement and, accordingly, agree that each operating subsidiary will continue to abide by any and all commitments relating to contractors that are found in existing collective bargaining agreements. Furthermore, the overall question of contractor utilization will be among the subjects for discussion at the National Cooperative Council referred to in Section 4 above. In addition, the unions may provide CenturyLink lists of construction contractors whose employees are unionized. CenturyLink will allow such contractors to participate in the ordinary contractor certification process and, if qualified, in the bidding process on a non-discriminatory basis.
7. **Bargaining Units** – The merger between CenturyLink and Qwest will increase the number of bargaining units and various collective bargaining agreements between the Parties. While any changes to the Parties' collective bargaining agreements are subject to negotiation by and between each operating subsidiary and the relevant union or local, NewCo recognizes the Unions' desires to combine or merge bargaining units, and as a result to have fewer collective bargaining agreements. The Parties agree that such discussions may be appropriate prior the merger close, as well as post-merger close when NewCo fully integrates Qwest into its operation, and executes on its market, business and operational strategies. Therefore, the Parties agree to exploratory discussions about the possibility of combining or merging select bargaining units or collective bargaining agreements. Each Party shall give a good faith consideration to the exploration of these issues, but only such changes as are mutually agreed upon during such discussions shall take effect.
8. **Health Care** – The parties are mutually committed to finding cost-effective means to provide quality health care options to all of the Company's represented employees. All collective bargaining over health care related issues, as well as all other collective bargaining, shall continue to take place between each operating subsidiary and the relevant union entity (local or international) that represents employees of the subsidiary. NewCo, IBEW, and CWA, however, hereby mutually agree to continue their participation in the National Health Care Advisory Committee ("NHCAC"), through which they will discuss health care related issues at a national level, and attempt to find creative solutions which may be adopted in agreements bargained at the local level. Such discussions shall not constitute or be construed as collective bargaining. The NHCAC will meet on a regular basis, to be determined by mutual agreement, and will conduct its activities in a way consistent with the normal health care purchasing cycle. Upon request with reasonable notice, and subject to the requirement that they sign appropriate non-disclosure agreements, members of the NHCAC will be given appropriate and relevant data and other information as is mutually agreed will be beneficial in furthering the discussions between the parties.

9. **Organizing and Neutrality** – The Parties agree that union organizing activities are subject to the National Labor Relations Act and where collective bargaining agreement provisions address these activities, each operating subsidiary will continue to abide by any and all commitments relating to union organizing activities that are found in existing collective bargaining agreements. Additionally, during any union organizing campaign, the Parties also agree that any distributed information, (whether orally or in writing) by either party will contain accurate information and that neither party will intentionally make false statements or misrepresentations about the other.

Neutrality during any union organizing campaign has prompted much discussion between the Parties and nothing contained in this Agreement adds, modifies, changes, discontinues or eliminates existing collective bargaining agreements with regard to neutrality. While any changes to the Parties' collective bargaining agreements are subject to negotiation by and between each operating subsidiary and the relevant union or local, the Parties agree to give good faith consideration to exploratory discussions about neutrality in future collective bargaining negotiations.

Any dispute under the terms of this Paragraph 9 or escalation of any issue related to the commitments of the Parties contained in this paragraph shall be directed to the Executive Vice President – CWA; Telecommunications Director – IBEW; Senior Vice President – Public Policy and Government Affairs (Qwest) and the Senior Vice President – HR (CenturyLink) for good faith efforts at resolution. In the event the Parties cannot reach resolution of the issue within seven (7) days following escalation of the matter, the issue shall be submitted to a neutral third party. The guidelines for selection of the neutral third party shall be mutually agreed to by the Parties. The Parties agree that submission to a neutral third party does not waive any Party's right to pursue any and all available remedies by giving notice to the other Party.

Each of the Parties acknowledge the benefits flowing from, and acknowledge compliance by CenturyLink with the Letter of Agreement dated February 25, 2009, and look forward to similar benefits flowing from this Agreement.

Unless otherwise agreed to in this Letter of Agreement, the agreements contained herein will be in effect from the closing date of the CenturyLink/Qwest merger until October 6, 2012 and, thereafter, they shall be subject to extension or modification upon mutual agreement of the Parties. CenturyLink's and Qwest's commitments in this letter will be effective only upon the closing of the merger between CenturyLink and Qwest. In return, the CWA and the IBEW agree that, as soon as practical, but at least within five (5) business days of the execution of this Letter Agreement, they will take all necessary steps to withdraw all opposition to the merger, regardless of the form by which that opposition has been asserted, in all state and federal regulatory proceedings regarding the merger (e.g., including withdrawal of all intervention or discovery requests, petitions to intervene, comment or protest, withdrawal of all negative comments and withdrawal of all testimony opposing the merger). Further, the CWA and the IBEW hereby acknowledge that the merger of CenturyLink and Qwest would be in the public best interest. Lastly, the CWA and the IBEW will not intervene in any additional state proceedings or participate with or assist any others, directly or indirectly, in opposing the merger. However, CWA and IBEW and their Locals may send correspondence or make public statements supporting the merger, at their discretion.

We believe this sets forth all agreements that we have reached related to the proposed merger. If you agree, we ask that each of you execute a copy of this letter and return it to us at your earliest convenience.

Thank you for your efforts in reaching these understandings.

QWEST CORPORATION

Signature: _____

Title: _____

Date: _____

CENTURYLINK, INC.

Signature: _____

Title: _____

Date: _____

We accept and agree to the understanding set out in the above and foregoing letter this 18th day of October, 2010.

COMMUNICATIONS WORKERS OF AMERICA

Signature: Annie Hill

Title: Executive Vice President

Date: October 18, 2010

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

Signature: _____

Title: _____

Date: _____

APPENDIX B

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

Dated as of April 21, 2010,

Among

QWEST COMMUNICATIONS INTERNATIONAL INC.,

CENTURYTEL, INC.

and

SB44 ACQUISITION COMPANY

or delayed. Without limiting in any way the parties' obligations under Section 6.03, each of CenturyLink and Qwest shall cooperate, shall cause the CenturyLink Subsidiaries and Qwest Subsidiaries, as applicable, to cooperate, and shall use its reasonable best efforts to cause its directors, officers, employees, agents, legal counsel, financial advisors, independent auditors, and other advisors and representatives to cooperate in the defense against such litigation.

SECTION 6.09. Section 16 Matters. Prior to the Effective Time, Qwest, CenturyLink and Merger Sub each shall take all such steps as may be required to cause (a) any dispositions of Qwest Common Stock (including derivative securities with respect to Qwest Common Stock) resulting from the Merger and the other transactions contemplated by this Agreement by each individual who will be subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to Qwest immediately prior to the Effective Time to be exempt under Rule 16b3 promulgated under the Exchange Act and (b) any acquisitions of CenturyLink Common Stock (including derivative securities with respect to CenturyLink Common Stock) resulting from the Merger and the other transactions contemplated by this Agreement, by each individual who may become or is reasonably expected to become subject to the reporting requirements of Section 16(a) of the Exchange Act with respect to CenturyLink to be exempt under Rule 16b-3 promulgated under the Exchange Act.

SECTION 6.10. Governance Matters. CenturyLink shall take all necessary action to cause, effective at the Effective Time, four persons selected by Qwest after reasonable consultation with CenturyLink, including Edward A. Mueller, each of whom are currently directors of Qwest, to be elected to the CenturyLink Board.

SECTION 6.11. Public Announcements. Except with respect to any Qwest Adverse Recommendation Change or CenturyLink Adverse Recommendation Change made in accordance with the terms of this Agreement, CenturyLink and Qwest shall consult with each other before issuing, and give each other the opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated by this Agreement, including the Merger, and shall not issue any such press release or make any such public statement prior to such consultation, except as such party may reasonably conclude may be required by applicable Law, court process or by obligations pursuant to any listing agreement with any national securities exchange or national securities quotation system. Qwest and CenturyLink agree that the initial press release to be issued with respect to the transactions contemplated by this Agreement shall be in the form heretofore agreed to by the parties.

SECTION 6.12. Stock Exchange Listing. CenturyLink shall use its reasonable best efforts to cause the shares of CenturyLink Common Stock to be issued in the Merger to be approved for listing on the NYSE, subject to official notice of issuance, prior to the Closing Date.

SECTION 6.13. Employee Matters. (a) For a period of not less than 12 months following the Effective Time, the employees of Qwest and the Qwest Subsidiaries who remain in the employment of CenturyLink and the CenturyLink Subsidiaries (the "Continuing Employees") shall receive compensation and benefits that are substantially comparable in the aggregate to the compensation and benefits provided to such employees of Qwest and the Qwest Subsidiaries immediately prior to the Effective Time, except as otherwise set forth in Section

6.13(a) of the Qwest Disclosure Letter; provided, however, that the terms and conditions of employment for any Continuing Employee whose employment is subject to a collective bargaining agreement shall be governed by such collective bargaining agreement from and after the Effective Time in accordance with Section 6.13(j).

(b) With respect to any employee benefit plan maintained by CenturyLink or any of the CenturyLink Subsidiaries in which Continuing Employees and their eligible dependents will be eligible to participate from and after the Effective Time, for purposes of determining eligibility to participate (but not for purpose of early retirement programs), level of benefits including benefit accruals (other than benefit accruals and early retirement subsidies under any defined benefit pension plan) and vesting, service recognized by Qwest and any Qwest Subsidiary immediately prior to the Effective Time shall be treated as service with CenturyLink or the CenturyLink Subsidiaries; provided, however, that, notwithstanding that Qwest service shall be recognized by CenturyLink benefit plans in accordance with the forgoing, the date of initial participation of each Continuing Employee in any CenturyLink benefit plan shall be no earlier than the Effective Time; further provided, however, that such service need not be recognized to the extent that (i) such CenturyLink employee benefit plan does not recognize service of similarly situated employees of CenturyLink or (ii) such recognition would result in any duplication of benefits.

(c) Except as otherwise set forth in this Section 6.13, (i) nothing contained herein shall be construed as requiring, and Qwest shall take no action that would have the effect of requiring, CenturyLink to continue any specific plans or to continue the employment, or any changes to the terms and conditions of the employment, of any specific person and (ii) no provision of this Agreement shall be construed as prohibiting or limiting the ability of CenturyLink to amend, modify or terminate any employee benefit plans, programs, policies, arrangements, agreements or understandings of CenturyLink or Qwest, with the exception of the Coverage Commitment under Appendix 6 "Pre-1991 Retirees and ERO Retirees Lifetime Health Care Coverage" of the Qwest Health Care Plan and the "Grandfathered Benefits" of Appendix 3 of the Qwest Group Life Insurance Plan. Without limiting the scope of Section 9.07, nothing in this Section 6.13 shall confer any rights or remedies of any kind or description upon any Continuing Employee or any other person other than the parties hereto and their respective successors and assigns.

(d) With respect to any welfare plan maintained by CenturyLink or any CenturyLink Subsidiary in which Continuing Employees are eligible to participate after the Effective Time, CenturyLink or such CenturyLink Subsidiary shall (i) waive all limitations as to preexisting conditions and exclusions with respect to participation and coverage requirements applicable to such employees to the extent such conditions and exclusions were satisfied or did not apply to such employees under the analogous welfare plans of Qwest and the Qwest Subsidiaries prior to the Effective Time and (ii) provide each Continuing Employee with credit for any co-payments and deductibles paid and for out-of-pocket maximums incurred prior to the Effective Time and during the portion of the plan year of the applicable Qwest welfare plan ending at the Effective Time, in satisfying any analogous deductible or out-of-pocket requirements to the extent applicable under any such plan.

(e) Without limiting the generality of Section 6.13, from and after the Effective Time, CenturyLink shall assume and honor, or shall cause to be assumed and honored, all employment, change in control and severance agreements between the Qwest and any Continuing Employee as in effect at the Effective Time and as set forth on Section 4.10(a) of the Qwest Disclosure Schedule, including with respect to any payments, benefits or rights arising as a result of the transactions contemplated by this Agreement (ether alone or in combination with any other event), pursuant to the terms thereof, including respecting any limitations as to amendment or modification included in such agreements.

(f) Without limiting the generality of Section 6.13, CenturyLink shall assume, honor and continue, or shall cause to be assumed, honored and continued, for the benefit of all Continuing Employees, (i) the Qwest Management Separation Plan for a period of not less than 12 months following the Effective Time and (ii) the Qwest Time Off with Pay Policy through the later to occur of (i) the end of the calendar year in which the Effective Time occurs or (ii) December 31, 2011.

(g) With respect to the Qwest Management Annual Incentive Plan, each of CenturyLink and Qwest agrees that (i) bonuses applicable to 2010 shall be paid by Qwest in the ordinary course of business consistent with past practice (including, but not limited to, with respect to timing of payment and conditions pursuant to which an employee will forfeit his or her right to payment), with the amounts of such bonuses being prorated for the portion of 2010 prior to the Effective Time if the Effective Time occurs in 2010; (ii) if the Effective Time occurs in the first quarter of 2011, (A) target bonus amounts will be established consistent with past practice and (B) target bonus amounts will be paid at the Effective Time, pro-rated for the portion of 2011 prior to the Effective Time; and (iii) if the Effective Time occurs after the end of the first quarter of 2011, bonus amounts will be paid at the Effective Time based on corporate and business unit performance, pro-rated for the portion of 2011 prior to the Effective Time.

(h) Each of CenturyLink and Qwest agrees that, between the date of this Agreement and the Effective Time, without the prior written consent of the other party, it will not and will cause its Subsidiaries not to, directly or indirectly, solicit for hire or hire any director-level or more senior employee of the other party or its Subsidiaries; provided, however, that the foregoing provision will not prohibit such party from (i) hiring any such person who has not been employed by the other party during the preceding six months or (ii) making any general public solicitation not designed to circumvent these provisions.

(i) Nothing herein, expressed or implied, is intended or shall be construed to constitute an amendment to any CenturyLink Benefit Plan or Qwest Benefit Plan or any other compensation or benefits plan maintained for or provided to employees, directors or consultants of CenturyLink or Qwest prior to or following the Effective Time.

(j) From and after the Effective Time, CenturyLink, or the applicable CenturyLink Subsidiaries, shall retain full responsibility for any obligations under any collective bargaining agreement referenced in Section 3.19 of this Agreement and any collective bargaining agreements entered into or amended pursuant to Section 5.01(a)(xii) of this Agreement. From and after the Effective Time, Qwest, or the applicable Qwest Subsidiaries, shall retain full responsibility for any obligations under any collective bargaining agreement referenced in

Section 4.19 of this Agreement and any collective bargaining agreements entered into or amended pursuant to Section 5.01(b)(xii) of this Agreement.

(k) Each of CenturyLink and Qwest agrees that, for purposes of each Qwest Benefit Plan, the transactions contemplated by the Agreement shall constitute a "change in control," "change of control" or "corporate change," as applicable.

SECTION 6.14. Control of Operations. Nothing contained in this Agreement shall give CenturyLink or Qwest, directly or indirectly, the right to control or direct the other party's operations prior to the Effective Time.

SECTION 6.15. Coordination of Dividends. From and after the date hereof until the Closing Date, CenturyLink and Qwest shall coordinate with each other to designate the record dates for CenturyLink's and Qwest's respective quarterly dividends, including with respect to the dividends payable during the quarterly period in which the Closing is reasonably expected to occur, such that neither CenturyLink shareholders nor Qwest shareholders shall receive more than one quarterly dividend during any calendar quarter.

SECTION 6.16. Qwest Convertible Notes. Qwest agrees to take all necessary action to redeem all outstanding Qwest Convertible Notes at a redemption price in cash equal to 100% of the principal amount thereof, together with accrued and unpaid interest, on November 20, 2010. If any holder of Qwest Convertible Notes exercises its conversion rights with respect to any such Qwest Convertible Notes, Qwest shall exercise its right to pay cash in lieu of all "Residual Value Shares" (as defined in the supplemental indenture governing the terms of the Qwest Convertible Notes) issuable upon such conversion. If the Qwest Convertible Notes remain outstanding as of the Effective Time, CenturyLink agrees to execute and deliver, or cause to be executed and delivered, by or on behalf of the Surviving Company, at or prior to the Effective Time, one or more supplemental indentures and other instruments required for the due assumption of the outstanding Qwest Convertible Notes to the extent required by the terms of the Qwest Convertible Notes.

SECTION 6.17. Coordination of Qwest Stock Issuances. In the event that at any time between the date of this Agreement and the Closing Date, Qwest anticipates issuing Qwest Common Stock, Qwest shall inform CenturyLink and the parties shall cooperate in good faith to attempt to ensure that any such issuance would not cause all of the holders of Qwest Common Stock immediately prior to the Effective Time to receive in exchange for such Qwest Common Stock at the Effective Time a number of shares of CenturyLink Common Stock that amount to greater than fifty percent (50%) of the outstanding CenturyLink Common Stock. If, at the Effective Time, the number of shares of CenturyLink Common Stock to be issued to holders of Qwest Common Stock in the Merger ("New CenturyLink Shares") would be equal to or greater than the number of then-outstanding shares of CenturyLink Common Stock, Qwest shall, immediately prior to the Effective Time, repurchase a sufficient number of shares of Qwest Common Stock to cause the number of New CenturyLink Shares to be approximately 49.9% (and in any case, less than 50%) of the shares of CenturyLink Common Stock that would be outstanding immediately after the Effective Time (after taking such repurchase into account). The parties acknowledge and agree that any such repurchase shall not be a violation of Section

SECTION 9.04. Interpretation. When a reference is made in this Agreement to an Article, a Section or an Exhibit, such reference shall be to an Article, a Section or an Exhibit of or to this Agreement unless otherwise indicated. The table of contents, index of defined terms and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Any capitalized term used in any Exhibit but not otherwise defined therein shall have the meaning assigned to such term in this Agreement. Whenever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof", "hereto", "hereby", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The term "or" is not exclusive. The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated. References to a Person are also to its permitted successors and assigns. Unless otherwise specifically indicated, all references to "dollars" and "\$" will be deemed references to the lawful money of the United States of America.

SECTION 9.05. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as either the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party or such party waives its rights under this Section 9.05 with respect thereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

SECTION 9.06. Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

SECTION 9.07. Entire Agreement; No Third-Party Beneficiaries. This Agreement, taken together with the CenturyLink Disclosure Letter and the Qwest Disclosure Letter and the Confidentiality Agreement, (a) constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the Merger and the other transactions contemplated by this Agreement and (b) except for Section 6.05, is not intended to confer upon any Person other than the parties any rights or remedies.

SECTION 9.08. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE, REGARDLESS OF THE LAWS THAT MIGHT OTHERWISE

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