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**BEFORE THE ARIZONA CORPORATION COMMISSION**

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Commissioner  
**PAUL NEWMAN**  
Commissioner  
**BRENDA BURNS**  
Commissioner

**IN THE MATTER OF:**

**GEORGE BIEN-WILLNER, for GLENDALE &  
27<sup>TH</sup> INVESTMENTS, LLC,**

**COMPLAINANT,**

**v.**

**QWEST CORPORATION,**

**RESPONDENT.**

**DOCKET NO. T-01051B-10-0200**

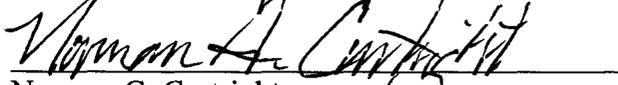
**NOTICE OF FILING OF RESPONSE TESTIMONY**

Qwest Corporation d/b/a CenturyLink-QC ("Qwest"), hereby files the Response testimony of Julie Layne and of Patricia Fenner, as directed in the August 27, 2012 Procedural Order in the above captioned matter:

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RESPECTFULLY SUBMITTED, this 28th day of September, 2012.

QWEST CORPORATION d/b/a CENTURYLINK



Norman G. Curtright  
Associate General Counsel  
20 E. Thomas Road, 1st Floor  
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ORIGINAL and thirteen (13) copies filed  
this 28th day of September, 2012, with:

Docket Control  
ARIZONA CORPORATION COMMISSION  
1200 West Washington Street  
Phoenix, Arizona 85007

Copy of the foregoing sent via e-mail and  
U.S. Mail this 28th day of September, 2012, to:

Steve M. Olea, Director  
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George Bien-Willner  
GLENDALE & 27<sup>TH</sup> INVESTMENTS, INC.  
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Phoenix, Arizona 85004



**BEFORE THE ARIZONA CORPORATION COMMISSION**

**GARY PIERCE**  
Chairman  
**PAUL NEWMAN**  
Commissioner  
**SANDRA D. KENNEDY**  
Commissioner  
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**IN THE MATTER OF:**

**GEORGE BIEN-WILLNER, for  
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**COMPLAINANT,**

**v.**

**QWEST CORPORATION,  
RESPONDENT**

**DOCKET NO. T-01051B-10-0200**

**RESPONSE TESTIMONY**

**OF**

**JULIE LAYNE**

**ON BEHALF OF**

**CENTURYLINK-QC**

**SEPTEMBER 28, 2012**

1 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION**  
2 **WITH CENTURYLINK.**

3 A. My name is Julie Layne. I am an analyst with CenturyLink. My business address  
4 is 431 26th ST Ogden, Utah.

5 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**  
6 **EMPLOYMENT EXPERIENCE.**

7 A. I graduated from Brigham Young University in 1978 with a Bachelor of Science  
8 degree. I have worked for the company for 33 years. Currently, I work in the  
9 Customer Advocacy Group and have done so for the last 15 years. I respond to  
10 the Public Utility Complaints for the states of Arizona, New Mexico and Utah.  
11 Previously, I held jobs in training, the business office and repair call handling  
12 centers.

13 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

14 A. The purpose of my testimony is to respond to the testimony filed by Mr. George  
15 Bien-Willner on November 14, 2011 and August 31, 2012. My testimony will  
16 demonstrate that Qwest transferred the service from the prior owner to the  
17 Complainant in accordance with his specific instructions in February 2004, and that  
18 the services requested by him were provided continuously from that time until  
19 December 24, 2009, when he requested that they be disconnected. My testimony  
20 will also demonstrate that, contrary to the allegations contained in the Amended  
21 Complaint, Sterling International was not billed for nor did they make payments for  
22 an 800 number. My testimony also addresses the unsupported allegations in the  
23 Second Amended Complaint that Qwest overcharged the Complainant for services  
24 that were never ordered or requested.

1 **Q. PLEASE PROVIDE AN OVERVIEW OF QWEST'S POSITION IN THIS**  
2 **COMPLAINT PROCEEDING.**

3 A. In sum, the only specific allegation that Mr. Bien-Willner's November 14, 2011  
4 testimony makes is that the services billed under account 602-275-4990 (hereafter  
5 referred to as the "4990" account) were never ordered.<sup>1</sup> He is wrong, as  
6 demonstrated below. The services on the account were ordered by him through  
7 his employee, and were properly provided, properly billed, and paid for every  
8 month, without complaint, until December 2009. The Complainant is not entitled to  
9 any damages.

10 The Amended Complaint filed by Mr. Bien-Willner alleges that from the time he  
11 took over the hotel now known as Sterling International, under account 602-275-  
12 4990, Qwest billed the Complainant for an 800 number that he never ordered.  
13 However, in his testimony filed on November 14, 2011, Mr. Bien-Willner does not  
14 address any supposed 800 number; in fact no 800 number has ever been billed to  
15 the 4990 account.

16 Mr. Bien-Willner makes other general and unsupported assertions and allegations  
17 about billing errors and perceived wrongs committed by Qwest in connection with  
18 other accounts. However, exactly which accounts these allegations pertain to  
19 have not been specifically identified by Mr. Bien Willner. In addition to the 4990  
20 account, my testimony addresses issues related to account no. 602-244-8221  
21 (hereafter the "8221" account), which was another account for which Mr. Bien  
22 Willner assumed responsibility at the time he took over the operations of the Hotel  
23 early in 2004.

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<sup>1</sup> Complainant's August 31 2012 testimony simply contains references to his prior filings and contains no specific facts to support the unsubstantiated allegations in the original complaint, the Amended Complaint, or the Second Amended Complaint.

1 **Q. PLEASE DESCRIBE ACCOUNT 602-275-4990 THAT WAS BILLED TO THE**  
2 **COMPLAINANT.**

3 A. In the traditional telephone industry, orders for service and repair, and billing for  
4 service, are all keyed to a series of digits that most people would think of as  
5 telephone numbers. An account number can bill for more than a single line,  
6 however, and often when there is more than one service ordered, these services  
7 are billed under one account number. This is especially common with businesses  
8 such as Sterling International. Account 602-275-4990, which I will refer to in the  
9 remainder of my testimony as the "4990" account, has served as the billing  
10 account for more than one service at the Sterling International hotel service  
11 location since February 19, 2004, when Mr. Bien-Willner's business took over the  
12 account responsibility from the previous owner of the hotel. Qwest billed him for  
13 the 4990 account until he cancelled the services on December 24, 2009.

14 **Q. WHAT SERVICES WERE LISTED ON THE BILLING FOR THE 4990 ACCOUNT**  
15 **BEFORE MR. BIEN-WILLNER DISCONNECTED THE ACCOUNT?**

16 A. Qwest has provided to the Complainant a reprint of five monthly bills for the 4990  
17 account, and I have attached a copy of these to my testimony, marked as Exhibit  
18 JL-1. If you look at that exhibit, you can see that other than taxes, fees, and  
19 mandatory access charges, the only services on the 4990 bill are one "additional  
20 business line"<sup>2</sup> and 4 "trunk special toll" circuits, as we discussed in our Answers.  
21 These services were billed from 2/19/04 to 12/24/09,

22 The bill also shows the Universal Service Order Code ("USOC") and a brief  
23 description for each service.<sup>3</sup> The USOC for the toll trunks on this bill is TTTXA,  
24 and the USOC for the additional business line is AFK. Qwest's tariffs, which are

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<sup>2</sup> The term "additional business line" simply refers to a line which is not the primary line on a multi-line account.

<sup>3</sup> Nearly all non-usage-based services have a USOC, which is unique to a service element, and used to assess the proper billing.

1 on file at the Commission, include the description, USOC and rates for each  
2 service. We bill the recurring charge for the appropriate USOCs every month.

3 **Q. DID QWEST'S BILLS TO THE COMPLAINANT SPECIFICALLY DETAIL THE**  
4 **SERVICES INCLUDED ON EACH MONTH'S BILLING?**

5 A. Yes. Qwest's monthly bills include a brief description of the services being billed.  
6 Thus, Qwest was effectively providing the Complainant with a notice of the  
7 services for which he was being billed each month from February of 2004 through  
8 December 2009, when the service was disconnected.

9 **Q. PLEASE DESCRIBE THE FUNCTION AND CAPABILITY OF THE ADDITIONAL**  
10 **BUSINESS LINE IDENTIFIED BY USOC AFK, AS SHOWN ON THE 4990**  
11 **ACCOUNT BILL.**

12 A. The additional business line (AFK) is listed in Section 5.2.4 of the Qwest  
13 Corporation Competitive Exchange and Network Services Price Cap Tariff No. 2.  
14 According to the tariff, "This service entitles customers to an unlimited number of  
15 calls within the local calling area. Incremental charges, as shown in 5.1.6.A. of the  
16 Exchange and Network Services Price Cap Tariff, apply to service outside the  
17 exchange base rate area."

18 **Q. PLEASE DESCRIBE THE FUNCTION AND CAPABILITY OF THE TOLL**  
19 **TRUNKS IDENTIFIED BY USOC TTTXA, AS SHOWN ON THE 4990 BILL.**

20 A. Toll trunks are listed in Section 5.3.3 of the Qwest Corporation Competitive  
21 Exchange and Network Services Price Cap Tariff No. 2. The tariff describes this  
22 service, (USOC TTT) as a "toll terminal", which simply means that the trunk is  
23 configured for the placement of outgoing long distance calls from the customer's  
24 system, which was a common arrangement in the hospitality industry at the time  
25 the service was assumed by Sterling International.

1 **Q. DO THE TOLL TRUNKS YOU JUST DESCRIBED HAVE ANY RELATION TO**  
2 **AN 800 SERVICE THAT THE COMPLAINANT ALLEGED WAS BILLED FOR BY**  
3 **QWEST UNDER THE 4990 ACCOUNT?**

4 A. No. There is no relationship whatsoever between the outgoing toll trunks provided  
5 and billed by Qwest under the 4990 account and an 800 service. An 800 service is  
6 an inbound toll (long distance) calling service, which provides for the called party to  
7 pay the toll charges that otherwise would be paid by the calling party. The 800,  
8 877, and 866 numbers are used as the "area code" for such services. I think the  
9 public is well aware of what 800 numbers are, and how they work. The  
10 Complainant's outbound toll trunks did not provide 800 service functionality.

11 **Q. DID THE COMPLAINANT EVER IDENTIFY FOR QWEST THE 800 NUMBER HE**  
12 **CLAIMS THEY HAD BILLED HIM FOR?**

13 A. No.

14 **Q. ARE YOU AWARE OF ANY 800 SERVICE PROVIDED BY QWEST TO THE**  
15 **COMPLAINANT'S HOTEL, OR BILLED TO HIM?**

16 A. No. In addition to the 4990 account, I have searched the other accounts that Mr.  
17 Bien-Willner has mentioned in the past as associated with the Sterling Hotel  
18 property. There is not an 800 service provided or billed on any of them.

19 It is noteworthy that Mr. Bien-Willner's Second Amended complaint states that  
20 Qwest's "billing and other materials" did not make reference to or state any  
21 charges for 800 number service. This statement is consistent with Qwest's  
22 findings and so it would seem that Mr. Bien-Willner agrees that no 800 number  
23 was ever provided to or billed to the Hotel by Qwest.

24 **Q. MR. BIEN-WILLNER CLAIMS THAT THE 4990 ACCOUNT SERVICES WERE**  
25 **NEVER ORDERED BY HIM. HOW DO YOU RESPOND?**

26 A. Qwest's electronic records show that on February 19, 2004, Qwest Service  
27 Representative Beth Johnson received a "change of responsibility" request for

1 account 4990, from Pamela Russell, whom Qwest understood at that time to be an  
2 authorized representative of the hotel's new ownership. We have previously  
3 provided that information to the Complainant. A paper copy of the record is  
4 attached, marked as Exhibit JL-2. The vast majority of transactions involve orders  
5 for tariffed services. As described in the testimony of Ms. Fenner, the company  
6 does not keep paper copies of communications with these customers, and relies  
7 on the entry of notes into the electronic account records. Those records are  
8 entered and kept electronically, as part of the routine job duties of the service  
9 representative, under the well-established practices and procedures described in  
10 the Response Testimony of Patricia Fenner.

11 In this case, Qwest's account records are corroborated by a memorandum that  
12 was faxed by Pamela Russell on behalf of George Bien-Willner, a copy of which is  
13 attached to my testimony, marked as Exhibit JL-3. The Russell Memorandum  
14 clearly, unambiguously, and unmistakably "CONFIRMS" with respect to the 4990  
15 account and one other account that "THE ACCOUNTS MUST BE PUT IN THE  
16 FOLLOWING NAME AND BILLED TO [the Complainant]."

17 **Q. IS THERE ANYTHING ELSE ABOUT THE RUSSELL MEMORANDUM THAT**  
18 **YOU WISH TO BRING TO THE COMMISSION'S ATTENTION?**

19 **A.** Yes, in the concluding sentence, Ms. Russell admonished Qwest about the  
20 importance of uninterrupted phone service as the business changed hands: "WE  
21 WILL HOLD QWEST RESPONSIBLE IF THESE PHONE LINES ARE  
22 DISCONNECTED AND OUR NEW BUSINESS JEOPARDIZED." This sentence  
23 underscores their intent and purpose to maintain the existing services provided  
24 under the 4990 account, even warning that Qwest would be held responsible for  
25 business losses if Qwest did not transfer all of the services provisioned for the prior  
26 owner of the account.

1 **Q. WERE THE SERVICES PROVIDED TO MR. BIEN WILLNER FOR THE 4990**  
2 **ACCOUNT UPON THE TRANSFER OF THE ACCOUNT THE SAME AS THE**  
3 **SERVICES PROVIDED TO THE PREDECESSOR PARTY?**

4 A. Yes. Exhibit JL-4 is a copy of the CSR for the 4990 account prior to the change of  
5 responsibility. The service consisted of 4 toll trunks and a standard business line,  
6 along with associated fees and charges. Exhibit JL-5 is a copy of the CSR  
7 following the change of responsibility. It reflects the same 4 toll trunks and  
8 business line. In the account transfer request, Ms. Russell's memorandum  
9 specifically asks for account 4990 to be transferred and the phone lines to be  
10 maintained as is. Qwest complied with this request. Thus, Mr. Bien-Willner  
11 ordered the very services he now claims he never wanted and does not  
12 understand.

13 **Q. WERE THE SERVICES ON THE 4990 ACCOUNT PROVIDED UNDER**  
14 **CONTRACT?**

15 A. No. The services provided in the 4990 account are offered on a month to month  
16 basis, and as such, the customer could have cancelled at any time without penalty.  
17 By contrast, the services on the other account listed in the Russell Memorandum  
18 (8221 account) were services that are subject to a contract.

19 **Q. PRIOR TO DECEMBER, 2009, DO YOU HAVE A RECORD OF THE**  
20 **CUSTOMER DISPUTING THE BILLING ON ACCOUNT 4990?**

21 A. No. Our records reflect that there were three instances between 2004 and 2007  
22 where the customer contacted the company concerning questions about that  
23 account. The records seem to refer to general questions, and do not reference a  
24 dispute about unordered service. Pam called on 5/26/04 with an unspecified  
25 question. The next contact was two months later on 7/28/04, where the records  
26 indicate that Pam called with a follow-up on a billing question. The reference to  
27 this second call as a follow-up would seem to indicate that the 5/26/04 and 7/28/04  
28 calls were related to the same issue. The records indicate that there were no

1 further contacts from the customer on billing issues for a period of three years, until  
2 5/23/07 when Pamela called for an explanation of a rate increase that occurred in  
3 2007. These three contacts are the only references to questions on the 4990  
4 account prior to 2009 and do not in any way reflect an ongoing dispute over  
5 unordered service.

6 **Q. WERE THERE OTHER CONTACTS WITH THE CUSTOMER BETWEEN 2004**  
7 **AND 2009 ON ACCOUNT 4990?**

8 A. Yes. Our records reflect that the customer contacted the company on a monthly  
9 basis during this time to make payments on Account 4990. Early on the payments  
10 were made primarily through an automated system. However beginning in about  
11 August of 2007 most of the payments were made through direct contact with a  
12 company service consultant. The records also reflect several instances during  
13 these payment contacts where the company consultant would take the time to  
14 review credit information and other aspects of the account with the customer.

15  
16 **Q. DID THE CUSTOMER EVER WITHHOLD PAYMENT ON ACCOUNT 4990**  
17 **DURING THE PERIOD OF TIME IT WAS BILLED TO HIM?**

18 A. No. The customer paid the bill every month, and there is no indication that they  
19 contested the billing for the 4990 account. The account was not set up for  
20 automatic payment via some form of electronic transaction, so the customer had to  
21 initiate contact with Qwest each month to make their payment. The account notes  
22 indicate that on many months the payment was made over the phone on behalf of  
23 the company by an individual named "Kathy".

24 **Q. DID THE CUSTOMER EVER ASK TO CANCEL THE SERVICES UNDER**  
25 **ACCOUNT 4990 BEFORE THE CANCELLATION IN DECEMBER 2009?**

26 A. No. Further, it is important to understand that the services under that account  
27 could have been cancelled at any time without incurring any termination charges.

1 **Q. DO YOU KNOW WHETHER THE CUSTOMER USED THE SERVICES ON THE**  
2 **4990 ACCOUNT?**

3 A. No. We know that Mr. Bien-Willner asked for the existing services of the Hotel to  
4 be transferred into his name. We know from the Russell Memorandum they were  
5 concerned that the possible disconnection of these 4990 services would  
6 "jeopardize" his new business. We do not know how the complainant configured  
7 the telephone system at the hotel, or how he used the services provided. It is  
8 always possible that a service ordered and subscribed to by a customer might not  
9 be used, but it is up to the customer to advise Qwest if a service is no longer  
10 needed.

11 **Q. PLEASE DESCRIBE THE 8221 ACCOUNT THAT YOU REFERENCED**  
12 **EARLIER?**

13 A. The 8221 account was the 2<sup>nd</sup> account (together with the 4990 account) that was  
14 requested to be transferred to Mr. Bien Willner at the time of the change in  
15 ownership of the Hotel in 2004.

16 This account consisted of Centrex 21 service, which is a service that provides  
17 switching and features typically used by small businesses.

18 **Q. WERE ANY 800 NUMBERS OR TOLL TRUNKS EVER PROVISIONED AS PART**  
19 **OF THE 8221 ACCOUNT?**

20 A. No. Mr. Bien-Willner's allegations concerning toll trunks and 800 numbers appear  
21 to be related only to the 4990 account.

22 **Q. HAS MR. BIEN-WILLNER ALLEGED THAT HE HAS BEEN BILLED FOR**  
23 **SERVICE IN CONNECTION WITH THE 8221 ACCOUNT THAT HE DID NOT**  
24 **ORDER?**

25 A. No. In his complaint, the only specific allegations about being billed for services  
26 that he did not order are limited to the 4990 account, which I have addressed  
27 previously. However, the records for the 8221 account indicate that there were

1 some billing issues with the account, and that the customer was given full  
2 adjustments for any verified overbillings. As with the 4990 account, there is no  
3 record of ongoing disputes about unordered service in connection with the 8221  
4 account.

5 **Q. CAN YOU PROVIDE SOME EXAMPLES OF THE TYPES OF BILLING ISSUES**  
6 **INVOLVED WITH THE 8221 ACCOUNT?**

7 A. Yes. My review of the records identified the following issues involving the 8221  
8 account:

- 9 1. In late 2005 the Customer requested a review of the 8221 account and as a  
10 result, a credit adjustment of \$1,116.82 was issued. A subsequent detailed  
11 review of the account requested by Mr. Bien Willner's attorney determined that  
12 the account had been billed accurately since October of 2005 and that the  
13 \$1,116.82 adjustment issued earlier exceeded the credit actually warranted by  
14 approximately \$500. Qwest did not bill the customer for or request that the  
15 overpayment be returned.
- 16 2. In 2007 the customer questioned unaffiliated (non-Qwest) 3<sup>rd</sup> party charges billed  
17 by Qwest. Our records indicate that the charges were adjusted
- 18 3. Also in 2007, the records indicate that an adjustment was made for toll restoral  
19 fees.
- 20 4. In August of 2007 the customer converted from Centrex 21 service to standard  
21 business service. Following a review of the account in March of 2009, it was  
22 determined that there were 5 lines which had not been billed for a 19 month  
23 period due to an order coding error at the time the Centrex 21 service was  
24 converted. This had resulted in a \$3,500 under billing to the Hotel. However, as  
25 part of the resolution of that matter, Qwest did not seek reimbursement from the  
26 customer, even though there was no dispute that the lines had been provisioned  
27 and were in use by the Hotel.

1 **Q. WHAT DO YOU CONCLUDE ABOUT THE ISSUES INVOLVING THE 8221**  
2 **ACCOUNT?**

3 A. As the above facts demonstrate, although there were billing issues associated with  
4 the 8221 account over time, they were addressed and resolved in a timely manner.  
5 The records do not support accusations that there was a pattern of unresolved  
6 issues that were ongoing for lengthy periods of time. Further, the facts  
7 demonstrate that Qwest did not seek reimbursement for certain billing errors that  
8 had benefited Mr. Bien-Willner. Not surprisingly, Mr. Bien-Willner has been silent  
9 about these adjustments and does not seem at all concerned about rectifying  
10 these matters that benefited him to the tune of thousands of dollars. Furthermore,  
11 none of the issues regarding the 8221 account concerned a claim that Qwest billed  
12 for services that were not ordered.

13 **Q. THE SECOND AMENDED COMPLAINT ALLEGES THAT QWEST WAS**  
14 **UNRESPONSIVE TO “NUMEROUS REQUESTS THAT QWEST CLARIFY THE**  
15 **NATURE AND PURPOSE OF THE SERVICES FOR WHICH IT WAS BILLING**  
16 **COMPLAINANT. DID THE COMPLAINANT EVER SPECIFICALLY ASK**  
17 **QWEST TO CONSULT WITH HIM ABOUT NON-BILLING ISSUES, SUCH AS**  
18 **WHAT HIS COMMUNICATIONS NEEDS IN CONNECTION WITH THE 4990**  
19 **ACCOUNT MIGHT BE?**

20 A. No. Qwest’s account records for the 4990 Account reflect that no such request  
21 was ever made. Not even once, let alone on numerous occasions. There is a  
22 sentence in the February 19, 2009 letter to Qwest, provided as Exhibit 2 to Mr.  
23 Bien Willner’s November 14, 2011 testimony, which states that “the contracts  
24 inherited will be temporary until such time as Tom Carlson (the existing Qwest  
25 person handling these accounts) makes permanent arrangements with George  
26 Bien Willner.” It is possible to read this statement as an implied request to discuss  
27 the service on the account with Tom Carlson at some future time. Its also just as  
28 likely that the services associated with the 4990 account had already been fully  
29 explained and that the statement is simply referring to the formality of revising and

1       executing the “inherited contracts” for other accounts (e.g., the 8221 Account) to  
2       reflect the new ownership.

3       **Q. DID THE COMPLAINANT EVER ASK FOR A REVIEW OF THE 8221**  
4       **ACCOUNT?**

5       A. Yes. At Mr. Bien Willner’s request, Qwest conducted a review of his account in  
6       January of 2006 and sent a letter which documented the results of that review.  
7       See Exhibit JL-6 for a copy of Qwest’s response. This letter refutes the  
8       Complainants claim that Qwest was unresponsive to his requests for clarification of  
9       his billing. Further, the records reflect that no similar request for an account review  
10      was ever made in connection with the 4990 account.

11      **Q. DO QWEST’S RECORDS CONTAIN ANY INFORMATION ABOUT WHAT**  
12      **HAPPENED IMMEDIATELY FOLLOWING THE CHANGE OF RESPONSIBILITY**  
13      **FOR EITHER THE 4990 OR THE 8221 ACCOUNT?**

14      A. Although there is no specific mention of any contact between Tom Carlson and the  
15      customer, Qwest’s records do reflect that Mr. Bien-Willner signed a contract for  
16      Centrex 21 service for the 8221 account on May 24, 2004 – just 3 months after the  
17      Hotel assumed responsibility for the account. A copy of this contract is attached  
18      as Exhibit JL-7. There would have had to have been some dialog between Qwest  
19      and the customer in connection with the preparation, delivery and execution of that  
20      contract. That occasion would have been the perfect time for Mr. Bien Willner to  
21      ask any questions he had about either account, assuming that he had not already  
22      done due diligence in connection with the Hotel’s telephone service.

23      **Q. IS THERE ANY RECORD OF CONTACT WITH SOMEONE OTHER THAN TOM**  
24      **CARLSON IN THE MONTHS FOLLOWING THE CHANGEVER?**

25      A. Yes. In September of 2004 a Qwest consultant contacted an employee of Mr. Bien  
26      Willner’s named Tamara McKane to discuss issues related to the account, which  
27      was at the time in arrears on their payments. During the course of the contact, Ms.  
28      McKane handed the phone to Mr. Bien Willner to continue the discussion. The

1 records indicate that, despite efforts to address his concerns, Mr. Bien Willner  
2 refused to discuss the issues with the Qwest consultant and stated that he would  
3 only discuss the account with "Elaine" (a Qwest Manager) and only if she came to  
4 his location. He then hung up on the consultant without finishing the discussion.

5 **Q. WERE HIS DEMANDS FOR A SPECIFIC INDIVIDUAL TO COME TO HIS**  
6 **LOCATION REASONABLE?**

7 A. No. Qwest has a highly trained workforce to deal with the thousands of small  
8 business customers, like Mr. Bien Willner. Given the employee to customer ratio,  
9 it is simply not practical to assign a single individual to work in person with every  
10 customer account, at the customer's location. There is not any indication that the  
11 customer's questions were especially complex, or that Qwest's small business  
12 consultants could not have capably addressed his questions, had Mr. Bien Willner  
13 given them the chance and not hung up on them.

14 Further, the request for an employee to take the time and expense to travel to his  
15 location was not warranted or reasonable. Customers who desire a face to face  
16 contact with a large company like Qwest have the option to come to a company  
17 location for that purpose.

18 **Q. WHAT DO YOU CONCLUDE FROM THIS?**

19 A. Since Qwest does have a record of subsequent activity in connection with the  
20 8221 account in the months and years following the sale of the Hotel, but does not  
21 have any record of corresponding discussions or order activity in connection with  
22 the 4990 account until 2009, I conclude that the Company and the customer were  
23 in contact with each other and that the customer had multiple opportunities to ask  
24 questions about the services on either account. The fact is that there is no  
25 evidence supporting the customer's claim that he did not order the services under  
26 the 4990 account, and no evidence that he even asked for an explanation of the  
27 services.

1 **Q. IN PARAGRAPH 13 OF THE SECOND AMENDED COMPLAINT THE**  
2 **COMPLAINANT ALLEGES THAT QWEST ADMITTED IN AN INTERNAL MEMO**  
3 **THAT IT HAD BILLED HIM FOR A LINE THAT SERVED THE CITY OF**  
4 **PHOENIX. QWEST DENIED THAT ALLEGATION IN ITS ANSWER. PLEASE**  
5 **EXPLAIN.**

6 A. This is a prime example of how the Complainant confuses the facts. The episode  
7 in which Mr. Bien-Willner hung up on the Qwest service representative concerned  
8 a call that Qwest had made to the Complainant to go over a list of accounts that  
9 the Complainant's employee had faxed to Qwest. The Qwest employee found that  
10 one of the numbers that the Complainant had listed was not even one of the  
11 Complainant's accounts, and was not billed to him. She was attempting to point  
12 out that fact when Mr. Bien-Willner abruptly terminated the conversation. Qwest  
13 did not bill the Complainant for the City of Phoenix number in question and never  
14 stated that it had done so.

15 **Q. IF A CUSTOMER ORDERS AND PAYS FOR A SERVICE HE ULTIMATELY**  
16 **DOESN'T USE, DOES THAT MEAN HE SHOULD GET HIS MONEY BACK?**

17 A. No. The fact that a customer may not use a service that he has ordered and  
18 subscribed to, does not and should not relieve him of the obligation to pay for it.  
19 The circuits were installed as requested, they were connected to his premises, and  
20 were available for use. The Commission's rules specifically provide that charges  
21 apply "when the service is installed and connection made, whether used or not."  
22 A.A.C. R14-2-508(D)(4).

23 Nonetheless, in a situation like this, while the company does not have an obligation  
24 to refund money, we sometimes will provide a credit or refund, usually not for more  
25 than six months of service. This is a matter that is in the discretion of the business  
26 office, and may be done in cases where there is hardship or where the company  
27 wishes to maintain good will. Qwest did in fact credit this customer for six month's

1 billing on the 4990 account in 2009. We have explained in our answer that this  
2 was done as a gesture of good will and not as an admission of liability.

3 **Q. DOES QWEST CURRENTLY PROVIDE TELEPHONE SERVICE TO THE**  
4 **COMPLAINANT'S HOTEL?**

5 A. No. Mr. Bien-Willner states he has moved his service to a competitor.

6 **Q. COULD HE HAVE SWITCHED TO A COMPETITOR IN THE 2004 THROUGH**  
7 **2009 TIMEFRAME?**

8 A. Yes. He could have obtained service from a number of other providers serving  
9 businesses in that area.

10 **Q. DID THE COMPLAINANT PAY ALL CHARGES OWED WHEN HE LEFT QWEST**  
11 **SERVICE?**

12 A. No. The following are left unpaid:

• Toll Charges from Qwest:	\$17.61
• Charges from other carriers billed by Qwest:	
• Sprint	\$13.09
• Integretel	\$246.92
• LDQ	\$6.14
• OAN	\$17.61
• Zero Plus Dialing	\$207.07
• Charges for Qwest DSL: (account 602-275-9920)	\$212.23
• Charges for local service on the 8221 Account:	\$403.31
• Total	\$1123.98

13 **Q. HAS QWEST ASKED FOR PAYMENT AND HAS THE COMPLAINANT**  
14 **EXPRESSLY REFUSED TO PAY?**

15 A. Yes. There has been direct telephone contact with the Complainant's office.  
16 Specifically, Kathy stated that they switched to Integra, and refused to make  
17 payment.

18 **Q. WHAT DO YOU CONCLUDE?**

- 1 A. Based on the facts I have stated, it is clear that the Complainant ordered the
- 2 services, Qwest provided the services, and the Complainant never cancelled the
- 3 services until 2009. Therefore, there is no basis for the financial remuneration
- 4 requested by Mr. Bien Willner.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**GARY PIERCE**  
Chairman  
**PAUL NEWMAN**  
Commissioner  
**SANDRA D. KENNEDY**  
Commissioner  
**BOB STUMP**  
Commissioner  
**BRENDA BURNS**  
Commissioner

**IN THE MATTER OF:**

**GEORGE BIEN-WILLNER, for  
GLENDALE & 27<sup>TH</sup> INVESTMENTS, LLC**

**COMPLAINANT,**

**v.**

**QWEST CORPORATION,  
RESPONDENT**

**DOCKET NO. T-01051B-10-0200**

**EXHIBITS**

**OF**

**JULIE LAYNE**

**ON BEHALF OF**

**CENTURYLINK-QC**

**SEPTEMBER 28, 2012**

# EXHIBIT JL-1

GLENDAL & 27 INVSTMNTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Apr 22, 2005  
Account No: 602-275-4990 051B  
Page 1 of 3

www.qwest.com

\$ .00                      \$152.23                      \$152.23                      May 12, 2005

▼ Previous Balance

Charges		152.10
Payment	Apr 12	152.10-
Balance Forward	<i>Thank you for your payment.</i>	\$ .00

▼ New Charges

Qwest	For questions, call: 1 800 603-8000	Page 2	152.23
<b>Total New Charges</b>			<b>\$152.23</b>

**TOTAL AMOUNT DUE** **\$152.23**

Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge.

Buy one Sanyo 4920 wireless phone at \$49.99, get one free! (after mail-in rebate, 2 year agreement required.) Plus, get free calls back to your main office number and a free 2-month subscription to Ready Link , a push to talk service that uses no minutes (only \$10 a month after free trial period.) Prices do not include taxes, surcharges and shipping/handling. Call 1-800-996-2094 today.

Qwest, P O Box 29060, Phoenix, AZ 85038-9060

Please fold on the perforation above, detach and return with your payment payable to Qwest.

**RETURN WITH PAYMENT**

Amount Enclosed \$ \_\_\_\_\_  
GLENDAL & 27 INVSTMNTS  
Bill Date: Apr 22, 2005  
Account Number: 602-275-4990 051B  
Bill Due Date: May 12, 2005  
New Charges: \$152.23  
**TOTAL AMOUNT DUE: \$152.23**

QWEST  
P O BOX 29060  
PHOENIX, AZ 85038-9060

81 01602275499000519 1214051205 000000000000 000001522309

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For questions, call 1 800 603-6000

GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: Apr 22, 2005  
 Account No: 602-275-4990 051B

**New Charges**

	Qwest Local Services
Monthly Charges	130.54
<b>Taxes, Fees and Surcharges</b>	
Federal Excise at 3%	4.02
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
Federal Universal Serv Fund at 11.5095%	3.63
Telecommunications Relay Service Fund at 1.1%	1.09
<b>Subtotal</b>	<b>\$152.23</b>

**Total New Charges \$152.23**

**Qwest Local Services**

**Monthly Charges**

Charges from Apr 22 to May 21

Quantity	Description	Code	Item Rate	Amount
<b>Basic Services</b>				
5	Federal Access Charge	9ZR	6.30	31.50
<b>Optional Services</b>				
1	Add Line-Pri Bus Flat	AFK	30.40	30.40
4	Trunk Special Toll	TTTXA	17.16	68.64
<b>Total Monthly Charges</b>				<b>\$130.54</b>

**Taxes, Fees and Surcharges Summary**

The detail listed below has been included in the New Charges on this bill.  
 This summary is provided as information only.

	Amount
Federal Excise at 3%	4.02
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
<i>This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.</i>	
County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	

DBA HOWARD JOHNSONS

GLENDALE & 27 INVSTMNTS  
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 2ND FLR  
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 PHOENIX AZ 85018-3601

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For questions, call 1 800 603-6000

GLENDALE & 27 INVSTMNTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Apr 22, 2005  
Account No: 602-275-4990 051B

---

### Qwest Local Services

#### Taxes, Fees and Surcharges Summary

	Amount
Federal Universal Serv Fund at 11.5095%	3.63
<i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Telecommunication Relay Service Fund at 1.1%	1.09
<i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	
<b>Total Taxes, Fees and Surcharges Summary</b>	<b>\$21.69</b>
<b>Total Qwest Local Services</b>	<b>\$152.23</b>

---

<b>Qwest New Charges</b>	<b>\$152.23</b>
--------------------------	-----------------

#### For Your Information

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an \*, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

GLENDAL & 27 INVSTMNTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Jun 22, 2005  
Account No: 602-275-4990 051B  
Page 1 of 3

www.qwest.com

\$ .00                      \$152.24                      \$152.24                      Jul 12, 2005

▼ Previous Balance

Charges			152.24
Payment	Jun 08	Thank you for your payment.	152.24-
Balance Forward			\$ .00

▼ New Charges

Qwest		For questions, call:	Page	
		1 800 603-6000	2	152.24
<b>Total New Charges</b>				<b>\$152.24</b>

**TOTAL AMOUNT DUE** **\$152.24**

Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge.

Try Qwest Choice™ Unlimited long-distance for \$20 a month, with a qualifying local phone package (\$25 without), plus taxes and surcharges. Make direct-dialed long-distance calls from your office wireline to anywhere in the U.S. at any time. Other plans also available. Service not available in all areas. Restrictions may apply. Call 1 800-434-7939 for additional details.

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**RETURN WITH PAYMENT**

Amount Enclosed \$ \_\_\_\_\_  
GLENDAL & 27 INVSTMNTS  
Bill Date: Jun 22, 2005  
Account Number: 602-275-4990 051B  
Bill Due Date: Jul 12, 2005  
New Charges: \$152.24  
**TOTAL AMOUNT DUE: \$152.24**

QWEST  
P O BOX 29060  
PHOENIX, AZ 85038-9060

81 01602275499000519 1214071205 000000000000 000001522408

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GLENDALE & 27 INVSTMNNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: Jun 22, 2005  
 Account No: 602-275-4990 051B

**New Charges**

	Qwest Local Services
Monthly Charges	130.54
<b>Taxes, Fees and Surcharges</b>	
Federal Excise at 3%	4.03
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
Federal Universal Serv Fund at 11.5095%	3.63
Telecommunications Relay Service Fund at 1.1%	1.09
<b>Subtotal</b>	<b>\$152.24</b>

**Total New Charges                    \$152.24**

**Qwest Local Services**

**Monthly Charges**

Charges from Jun 22 to Jul 21

Quantity	Description	Code	Item Rate	Amount
<b>Basic Services</b>				
5	Federal Access Charge	9ZR	6.30	31.50
<b>Optional Services</b>				
1	Add Line-Pri Bus Flat	AFK	30.40	30.40
4	Trunk Special Toll	TTTXA	17.16	68.64
<b>Total Monthly Charges</b>				<b>\$130.54</b>

**Taxes, Fees and Surcharges Summary**

*The detail listed below has been included in the New Charges on this bill.  
 This summary is provided as information only.*

	Amount
Federal Excise at 3%	4.03
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
<i>This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.</i>	
County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	

DBA HOWARD JOHNSONS

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GLENDALE & 27 INVESTMENTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Jun 22, 2005  
Account No: 602-275-4990 051B

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**Qwest Local Services**

**Taxes, Fees and Surcharges Summary**

	<b>Amount</b>
Federal Universal Serv Fund at 11.5095% <i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	3.63
Telecommunication Relay Service Fund at 1.1% <i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	1.09
<b>Total Taxes, Fees and Surcharges Summary</b>	<b>\$21.70</b>
<b>Total Qwest Local Services</b>	<b>\$152.24</b>

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<b>Qwest New Charges</b>	<b>\$152.24</b>
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**For Your Information**

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GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: May 22, 2005  
 Account No: 602-275-4990 051B

**New Charges**

	Qwest Local Services	
Monthly Charges	130.54	
<b>Taxes, Fees and Surcharges</b>		
Federal Excise at 3%	4.03	
State Sales at 5.6%	5.56	
Regulatory Surcharge at .19%	.19	
County Sales at .7%	.69	
City Sales at 4.7%	4.66	
State 911 at \$.37 per access line	1.85	
Federal Universal Serv Fund at 11.5095%	3.63	
Telecommunications Relay Service Fund at 1.1%	1.09	
<b>Subtotal</b>	<b>\$152.24</b>	
	<b>Total New Charges</b>	<b>\$152.24</b>

**Qwest Local Services**

**Monthly Charges**

Charges from May 22 to Jun 21

Quantity	Description	Code	Item Rate	Amount
<b>Basic Services</b>				
5	Federal Access Charge	9ZR	6.30	31.50
<b>Optional Services</b>				
1	Add Line-Pri Bus Flat	AFK	30.40	30.40
4	Trunk Special Toll	TTTXA	17.16	68.64
<b>Total Monthly Charges</b>				<b>\$130.54</b>

**Taxes, Fees and Surcharges Summary**

The detail listed below has been included in the New Charges on this bill.  
 This summary is provided as information only.

	Amount
Federal Excise at 3%	4.03
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
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County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	

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DBA HOWARD JOHNSONS  
Bill Date: May 22, 2005  
Account No: 602-275-4990 051B

**Qwest Local Services**

**Taxes, Fees and Surcharges Summary**

	<b>Amount</b>
Federal Universal Serv Fund at 11.5095% <i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	3.63
Telecommunication Relay Service Fund at 1.1% <i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	1.09
<b>Total Taxes, Fees and Surcharges Summary</b>	<b>\$21.70</b>
<b>Total Qwest Local Services</b>	<b>\$152.24</b>

**Qwest New Charges**

**\$152.24**

**For Your Information**

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an \*, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

GLENDAL & 27 INVSTMNTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Mar 22, 2005  
Account No: 602-275-4990 051B  
Page 1 of 3

www.qwest.com

\$0.00                      \$152.10                      \$152.10                      Apr 12, 2005

▼ Previous Balance			
Charges			152.10
Payment	Mar 09	Thank you for your payment.	152.10-
Balance Forward			\$ .00
▼ New Charges		For questions, call:	Page
Qwest		1 800 603-6000	2
Total New Charges			152.10
<b>TOTAL AMOUNT DUE</b>			<b>\$152.10</b>

Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge.

Buy one Sanyo 4920 wireless phone at \$49.99, get one free after mail-in rebate! Comes with free 2-month subscription to Ready Link, a walkie-talkie style service. Plus pay only \$25 for your first 2 months of service for 500 Cross Country minutes or more. That's a savings of more than \$100. Plus taxes and surcharges. Call 1-800-996-2094 today. Offer ends 4/9/05.

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Amount Enclosed \$ \_\_\_\_\_  
GLENDAL & 27 INVSTMNTS  
Bill Date: Mar 22, 2005  
Account Number: 602-275-4990 051B  
Bill Due Date: Apr 12, 2005  
New Charges: \$152.10  
**TOTAL AMOUNT DUE: \$152.10**

**RETURN WITH PAYMENT**

QWEST  
P O BOX 29060  
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81 01602275499000519 1214041205 000000000000 000001521004

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GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: Mar 22, 2005  
 Account No: 602-275-4990 051B

**New Charges**

	Qwest Local Services	
Monthly Charges	130.54	
<b>Taxes, Fees and Surcharges</b>		
Federal Excise at 3%	4.02	
State Sales at 5.6%	5.56	
Regulatory Surcharge at .19%	.19	
County Sales at .7%	.69	
City Sales at 4.7%	4.66	
State 911 at \$.37 per access line	1.85	
Federal Universal Serv Fund at 11.113%	3.50	
Telecommunications Relay Service Fund at 1.1%	1.09	
<b>Subtotal</b>	<b>\$152.10</b>	
<b>Total New Charges</b>		<b>\$152.10</b>

**Qwest Local Services**

**Monthly Charges**

Charges from Mar 22 to Apr 21

Quantity	Description	Code	Item Rate	Amount
	<b>Basic Services</b>			
5	Federal Access Charge	9ZR	6.30	31.50
	<b>Optional Services</b>			
1	Addl Line-Pri Bus Flat	AFK	30.40	30.40
4	Trunk Special Toll	TTTXA	17.16	68.64
<b>Total Monthly Charges</b>				<b>\$130.54</b>

**Taxes, Fees and Surcharges Summary**

The detail listed below has been included in the New Charges on this bill.  
 This summary is provided as information only.

	Amount
Federal Excise at 3%	4.02
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
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County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	

DBA HOWARD JOHNSONS

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GLENDALE & 27 INVSTMNTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Mar 22, 2005  
Account No: 602-275-4990 051B

**Qwest Local Services**

**Taxes, Fees and Surcharges Summary**

	<b>Amount</b>
Federal Universal Serv Fund at 11.113%	3.50
<i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Telecommunication Relay Service Fund at 1.1%	1.09
<i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	
<b>Total Taxes, Fees and Surcharges Summary</b>	<b>\$21.56</b>
<b>Total Qwest Local Services</b>	<b>\$152.10</b>

<b>Qwest New Charges</b>	<b>\$152.10</b>
--------------------------	-----------------

**For Your Information**

*Qwest Tax Identification Number: 84-0273800*

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an \*, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: Feb 22, 2005  
 Account No: 602-275-4990 051B  
 Page 1 of 3

www.qwest.com

\$0.00                      \$152.10                      \$152.10                      Mar 15, 2005

▼ Previous Balance

Charges		152.10
Payment	Feb 21	152.10-
Balance Forward		\$ .00

*Thank you for your payment.*

▼ New Charges

Qwest	152.10
<b>Total New Charges</b>	<b>\$152.10</b>

For questions, call: Page  
 1 800 603-6000 2

**TOTAL AMOUNT DUE** **\$152.10**

Any amount left unpaid 30 days after bill date is subject to a 1.5% late payment charge.

Right now, order Qwest Wireless® service for just \$25/month for the first two months (on selected plans \$39.99 and higher - plus taxes, surcharges and other fees; some restrictions apply). And get unique Qwest® features like One Number Service and free wireless calls to and from your main billing number. Call us at 800-996-2094 to learn more.

Qwest, P O Box 29060, Phoenix, AZ 85038-9060

Please fold on the perforation above, detach and return with your payment payable to Qwest.

**RETURN WITH PAYMENT**

Amount Enclosed \$ \_\_\_\_\_  
 GLENDALE & 27 INVSTMNTS  
 Bill Date: Feb 22, 2005  
 Account Number: 602-275-4990 051B  
 Bill Due Date: Mar 15, 2005  
 New Charges: \$152.10  
**TOTAL AMOUNT DUE: \$152.10**

QWEST  
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 PHOENIX, AZ 85038-9060

81 01602275499000519 1214031505 000000000000 000001521004

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GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 DBA HOWARD JOHNSONS  
 Bill Date: Feb 22, 2005  
 Account No: 602-275-4990 051B

**New Charges**

	Qwest Local Services	
Monthly Charges	130.54	
<b>Taxes, Fees and Surcharges</b>		
Federal Excise at 3%	4.02	
State Sales at 5.6%	5.56	
Regulatory Surcharge at .19%	.19	
County Sales at .7%	.69	
City Sales at 4.7%	4.66	
State 911 at \$.37 per access line	1.85	
Federal Universal Serv Fund at 11.113%	3.50	
Telecommunications Relay Service Fund at 1.1%	1.09	
<b>Subtotal</b>	<b>\$152.10</b>	
<b>Total New Charges</b>		<b>\$152.10</b>

**Qwest Local Services**

**Monthly Charges**

Charges from Feb 22 to Mar 21

Quantity	Description	Code	Item Rate	Amount
<b>Basic Services</b>				
5	Federal Access Charge	9ZR	6.30	31.50
<b>Optional Services</b>				
1	Add Line-Pri Bus Flat	AFK	30.40	30.40
4	Trunk Special Toll	TTTXA	17.16	68.64
<b>Total Monthly Charges</b>				<b>\$130.54</b>

**Taxes, Fees and Surcharges Summary**

The detail listed below has been included in the New Charges on this bill.  
 This summary is provided as information only.

	Amount
Federal Excise at 3%	4.02
State Sales at 5.6%	5.56
Regulatory Surcharge at .19%	.19
<i>This charge recovers the amount Qwest is assessed by the Arizona Corporation Commission. This assessment funds the corporation commission, enabling it to perform its lawful duties.</i>	
County Sales at .7%	.69
City Sales at 4.7%	4.66
State 911 at \$.37 per access line	1.85
<i>This surcharge, funds the cost of providing emergency services communications systems in your community.</i>	

DBA HOWARD JOHNSONS

GLENDALE & 27 INVSTMNTS  
 STERLING INT-L  
 2ND FLR  
 3641 N 39 AV  
 PHOENIX AZ 85019-3601

150309011800205

CONFIDENTIAL

NOT FOR DISCLOSURE OUTSIDE CENTURYLINK WITHOUT WRITTEN PERMISSION



For questions, call 1 800 603-6000

GLENDALE & 27 INVESTMENTS  
STERLING INT-L  
DBA HOWARD JOHNSONS  
Bill Date: Feb 22, 2005  
Account No: 602-275-4990 051B

**Qwest Local Services**

**Taxes, Fees and Surcharges Summary**

	<b>Amount</b>
Federal Universal Serv Fund at 11.113%	3.50
<i>This charge recovers the amount Qwest contributes to the Federal Universal Service Fund. This fund helps keep local phone rates affordable for all Americans.</i>	
Telecommunication Relay Service Fund at 1.1%	1.09
<i>This charge funds relay centers that help hearing- and speech-impaired customers make and receive calls.</i>	
<b>Total Taxes, Fees and Surcharges Summary</b>	<b>\$21.56</b>
<b>Total Qwest Local Services</b>	<b>\$152.10</b>

<b>Qwest New Charges</b>	<b>\$152.10</b>
--------------------------	-----------------

**For Your Information**

Charges for your monthly service are billed one month in advance. Qwest should receive your payment for the total amount due on or before the due date on your bill. If you are unable to pay by the due date, please contact Customer Service to avoid possible collection action. In some states you may be assessed a charge for unpaid balances. Your basic telephone service will not be disconnected for non-payment of charges for: (1) Qwest Unregulated Services (or other itemized services) identified by an \*, (2) services of other Qwest companies, or (3) services of other companies included in your bill. Qwest packages of features and the amounts in the Account Summary may include both basic and charges that are not basic.

# EXHIBIT JL-2

602-275-4990 02-04 notes.txt

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 06/11/2010 09:30 AM

CMD	MSG	PAGE	1 OF	2	
602 275 4990 951	NOTE				
PHX AIRWAY IN ASSOC	02/04				
DATE	RP	NOTATION	USR	OFC TYPE	
123102	2002	DO NOT DISC-SUB IS MAILING IN PYMT	LDJ	M41 PERM	
123102		IN FULL OVERNIGHT XPRESS	LDJ	M41 PERM	
102502	ATTN	ACCNT MNGR MAX BECKER 1 877 580-1274	M1B	C21 PERM	
022004	GARY	ACCS FOR CI INFO	LJS	XT1 CHK	
022004	GARY	CHECKING C/R CP 02-19	JDL	XT1 MISC	
021904	CHK	PRINTOUT CSR TO GET CHANGE OF RESPON	TLC	D51 MISC	
021904		IBILITY FORM SUBMITTED	TLC	D51 MISC	
021904	PAM	WNTD C/R THIS ACCNT & OTHR BTN 602 84	M1B	C21 MISC	
021904		0-8108 MOD2 DIFF ACCNT MNGR HAD PROB	M1B	C21 MISC	
021904		WITH OTHR BTN PAM CLLD BCK IN B4 I CO	M1B	C21 MISC	
021904		ULD ASSIST	M1B	C21 MISC	
021904	NONE	DD 02-19 R51735662 GEN BY MI	TCS	FU1 FOOR	
021904	NONE	CHNG OF RESPONSBLTY	TCS	FU1 FOOR	
021904	PAMELA	RUSSELL-W/STERLING INT'L INC	BAJ	Y31 PSOR	
021904		CLNG TO C/R ON ACCT	BAJ	Y31 PSOR	
021904		NDS BL MLNG CHNGD TO:	BAJ	Y31 PSOR	
021904		GLENDALE & 27TH INVESTMENTS	BAJ	Y31 PSOR	
021904		STERLING INT'L 3641 N 39 AV	BAJ	Y31 PSOR	
F1=MENU	F2=BILL	F3=PRINT	F4=SVC ORD	F5=CSR	F6=PREV
F7=NEXT	F8=NOTE	F9=PYMT REG	F10=USAGE	F11=F/B	F12=BILL STATq

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 06/11/2010 09:30 AM

CMD	MSG	PAGE	2 OF	2
602 275 4990 951	NOTE			
PHX AIRWAY IN ASSOC	02/04			
DATE	RP	NOTATION	USR	OFC TYPE
021904		PHOENIX AZ 85019	BAJ	Y31 PSOR
021304	N	CHK	M1B	C21 MISC
010904	TUNE	CI ASK IF HAVE CREDIT BAL ADVD .79CR	SXU	M41 OBAN
010904	TUNE	CI, CIV	SXU	M41 SI
122603	NONE	VC MOSAIX ALRDY CMLPTD	HH3	9TT CHK
122203	TUNE	CI GT DN NDS DUPT OCT & NOV BLS SNT	TP2	B22 CHK
122203		VIA OSCR 2 BA MLNG \$345.77 TDY	TP2	B22 CHK
111303		CSR VIEWED BY SWIFT	DA0	LY0 CHK

F1=MENU	F2=BILL	F3=PRINT	F4=SVC ORD	F5=CSR	F6=PREV
F7=NEXT	F8=NOTE	F9=PYMT REG	F10=USAGE	F11=F/B	F12=BILL STATq

# EXHIBIT JL-3

GLENDALE & 27<sup>TH</sup> AVE  
INVESTMENTS LLC

3601 N. 26<sup>TH</sup> AVE PHOENIX, ARIZONA 85019  
TELEPHONE: (602) 300-2636 FAX: (602) 300-1008

---

INTEROFFICE MEMORANDUM

---

**TO:** BETH JOHNSON, QWEST COMMUNICATIONS  
**FROM:** PAMELA RUSSELL FOR GEORGE BIEN-WILLNER  
**SUBJECT:** CHANGE OF OWNERSHIP ON 2 ACCOUNTS  
**DATE:** FEBRUARY 19, 2004  
**FAX:** 1-800-334-4044

---

HELLO BETH, THIS CONFIRMS OUR TELEPHONE CONVERSATION THIS MORNING REGARDING THE FOLLOWING TWO TELEPHONES (ACCOUNT NUMBERS):

602-944-8221-8888 & 602-375-0790-9515

GEORGE BIEN-WILLNER IS THE NEW OWNER OF THE HOWARD JOHNSON HOTEL AT 244 S 24<sup>TH</sup> STREET, PHOENIX, AZ. THE ACCOUNTS MUST BE PUT IN THE FOLLOWING NAME AND BILLED TO THE FOLLOWING ADDRESS:

HOWARD JOHNSON HOTEL  
GLENDALE & 27<sup>TH</sup> AVENUE INVESTMENTS  
C/O STERLING INT'L INC.  
3601 N 26<sup>TH</sup> AVENUE,  
PHOENIX, ARIZONA 85019

THE INFORMATION MUST BE IN PLACE PRIOR TO TUESDAY, FEBRUARY 24, 2004 AT WHICH TIME THE PREVIOUS OWNER/MANAGEMENT WILL NOT BE RESPONSIBLE FOR THESE TELEPHONES.

THE CONTRACTS INHERITED WILL BE TEMPORARY UNTIL SUCH TIME AS TOM CARLSON (THE EXISTING QWEST PERSON HANDLING THESE ACCOUNTS) MAKES PERMANENT ARRANGEMENTS WITH GEORGE BIEN-WILLNER. YOU PROMISED ME THAT HE WILL CALL GEORGE AT 602-840-8108 FIRST THING TOMORROW MORNING. IT IS IMPERATIVE THAT HE FOLLOWS THROUGH AS WE DISCUSSED DURING OUR TELEPHONE CONVERSATION TODAY, WE WILL HOLD QWEST RESPONSIBLE IF THESE PHONE LINES ARE DISCONNECTED AND OUR NEW BUSINESS JEOPARDIZED.

ON A LIGHTER NOTE, THANK YOU SO MUCH FOR HELPING ME THIS MORNING. I APPRECIATE IT.

SINCERELY, PAMELA RUSSELL

# EXHIBIT JL-4

602-275-4990 01-22-04-csr.txt

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

```
CMD                      MSG
                           CSR                      P 1      S 1
ACCT: 602 275 4990 951    CSR DATE: 01-22-04    PROCESS DATE: 01-22-04
602 275 4990 951
BUI:                      STATE: 1      EXCHANGE: PNX
SIC-MCC: 07011-312      PCL: PCL 0      CLS SVC: XFBXX
                        BOC      231
---LIST
NP      (NON-PUB) HOWARD; JOHNSON
        PLAZA HOTEL
        LA      124 S 24 ST, PHOENIX
---BILL
MCN     XXXAS1XXXX
SS      000-00-0000
CBR     858 720-6700
BN1     PHX AIRWAY IN ASSOC
BN2     DEBTOR IN POSSESSION
BA1     124 S 24 ST
BA2     2ND FLR
PO      85034 PHOENIX AZ      /TAR BK
BA5     DBA HOWARD JOHNSONS
CRV     OSB8587206700-B
F1=MENU  F2=BILL   F3=PRINT  F4=SVC ORD  F5=CSR    F6=PREV
F7=NEXT  F8=NOTE    F9=PYMT REG F10=USAGE  F11=F/B   F12=BILL STATq
]
```

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

```
CMD                      MSG
                           CSR                      P 1      S 2
ACCT: 602 275 4990 951    PROCESS DATE: 01-22-04
---S&E
```

```
F1=MENU  F2=BILL   F3=PRINT  F4=SVC ORD  F5=CSR    F6=PREV
F7=NEXT  F8=NOTE    F9=PYMT REG F10=USAGE  F11=F/B   F12=BILL STATq
]
```

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

```
CMD                      MSG
                           CSR                      P 2      S 1
ACCT: 602 275 4990 951    PROCESS DATE: 01-22-04
```

602-275-4990 01-22-04-csr.txt  
ORIG SERV ESTAB 8-30-95

7 700 0951 LISTING & MISC CHARGES  
NP3 /MTN .00 .00  
LISTING & MISC CHARGES SUBTOTAL .00

F1=MENU F2=BILL F3=PRINT F4=SVC ORD F5=CSR F6=PREV  
F7=NEXT F8=NOTE F9=PYMT REG F10=USAGE F11=F/B F12=BILL STATq

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

CMD MSG  
CSR P 3 S 1  
ACCT: 602 275 4990 951 PROCESS DATE: 01-22-04  
PBX EQUIPMENT  
7 700 0951 XFBXX/MTN .00 .00  
53000 8690 244-9384 1FB /MTN/TN 602 244-9384 30.40 30.40  
/PIC 0569/LPIC 5123/NMC  
PBX EQUIPMENT SUBTOTAL 30.40

F1=MENU F2=BILL F3=PRINT F4=SVC ORD F5=CSR F6=PREV  
F7=NEXT F8=NOTE F9=PYMT REG F10=USAGE F11=F/B F12=BILL STATq

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

CMD MSG  
CSR P 4 S 1  
ACCT: 602 275 4990 951 PROCESS DATE: 01-22-04  
TRUNKS  
7 700 0951 275-4990 TTTXA/MTN/TER 3001 17.16 17.16  
/TN 602 275-4990/PIC 0569  
/LPIC 5123/CLT  
19.LTNC.602.275.4990. T3001  
/LCC TXA /GST /HML 201  
7 700 0951 275-4990 TTTXA/MTN/TER 3002 17.16 17.16  
Page 2

```

602-275-4990 01-22-04-csr.txt
/TN 602 275-4990/PIC 0569
/LPIC 5123/CLT
19.LTNC.602.275.4990. T3002
/LCC TXA /GST /HML 201
7 700 0951 275-4990 TTTXA/MTN/TER 3003 17.16 17.16
/TN 602 275-4990/PIC 0569
/LPIC 5123/LCC TXA /GST /CLT
19.LTNC.602.275.4990. T3003
/HML 201
7 700 0951 275-4990 TTTXA/MTN/TER 3004 17.16 17.16

```

F1=MENU F2=BILL F3=PRINT F4=SVC ORD F5=CSR F6=PREV  
F7=NEXT F8=NOTE F9=PYMT REG F10=USAGE F11=F/B F12=BILL STATq

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

```

CMD MSG
ACCT: 602 275 4990 951 CSR P 5 S 1
PROCESS DATE: 01-22-04
/TN 602 275-4990/PIC 0569
/LPIC 5123/LCC TXA /GST /CLT
19.LTNC.602.275.4990. T3004
/HML 201
53000 8690 244-9384 PORXX/MTN/TN 602 244-9384 .43 .43
7 700 0951 275-4990 PORPX/MTN/TER 3001 3.87 3.87
/TN 602 275-4990
7 700 0951 275-4990 PORPX/MTN/TER 3002 3.87 3.87
/TN 602 275-4990
7 700 0951 275-4990 PORPX/MTN/TER 3003 3.87 3.87
/TN 602 275-4990
7 700 0951 275-4990 PORPX/MTN/TER 3004 3.87 3.87
/TN 602 275-4990
TRUNKS SUBTOTAL 84.55

```

F1=MENU F2=BILL F3=PRINT F4=SVC ORD F5=CSR F6=PREV  
F7=NEXT F8=NOTE F9=PYMT REG F10=USAGE F11=F/B F12=BILL STATq

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 11/16/2011 11:18 AM

```

CMD MSG
ACCT: 602 275 4990 951 CSR P 6 S 1
PROCESS DATE: 01-22-04
STATIONS
53000 8690 244-9384 9ZR /MTN/RAX 1B/TN 602 244-9384 6.59 6.59
7 700 0951 275-4990 9ZR /MTN/RAX 1B/TER 3001 6.59 6.59
/TN 602 275-4990/HML 201
7 700 0951 275-4990 9ZR /MTN/RAX 1B/TER 3002 6.59 6.59
/TN 602 275-4990/HML 201
7 700 0951 275-4990 9ZR /MTN/RAX 1B/TER 3003 6.59 6.59
/TN 602 275-4990/HML 201
7 700 0951 275-4990 9ZR /MTN/RAX 1B/TER 3004 6.59 6.59
/TN 602 275-4990/HML 201
HML 201 -TER N3001-3004
/TLI 275-4990
STATIONS SUBTOTAL 32.95

```

NOS 1

602-275-4990 01-22-04-csr.txt  
TOTAL EXCLUDING TAX

147.90

F1=MENU  
F7=NEXT  
]

F2=BILL  
F8=NOTE

F3=PRINT  
F9=PYMT REG

F4=SVC ORD  
F10=USAGE

F5=CSR  
F11=F/B

F6=PREV  
F12=BILL STATq

# **EXHIBIT JL-5**

602-275-49902-24-04 CSR.txt

jlayne - OSCAR\_AZ\_ID\_MT\_NM\_UT - 07/11/2011 09:32 AM

CMD MSG  
CSR P 1 S 1  
ACCT: 602 275 4990 051 PROCESS DATE: 02-24-04  
602 275 4990 051 CSR DATE: 02-24-04  
BUI: STATE: 1 EXCHANGE: PNX  
SIC-MCC: 07011-312 PCL: CLS SVC: XFBXX  
BOC 37X  
---LIST  
NP (NON-PUB) HOWARD; JOHNSON  
PLAZA HOTEL  
LA 124 S 24 ST, PHOENIX  
---BILL  
MCN XXXAS  
SS  
CBR 602 269-2626  
BN1 GLENDALE & 27 INVSTMNTS  
BN2 STERLING INT L  
BA1 3641 N 39 AV  
BA2 2ND FLR  
PO 85019 PHOENIX AZ /TAR BK  
BA5 DBA HOWARD JOHNSONS  
CRV OSB6022692626-B

CSR P 1 S 2  
ACCT: 602 275 4990 051 PROCESS DATE: 02-24-04  
---S&E

CMD MSG  
CSR P 2 S 1  
ACCT: 602 275 4990 051 PROCESS DATE: 02-24-04  
ORIG SERV ESTAB 8-30-95  
21904 5662 LISTING & MISC CHARGES  
NP3 /MTN .00 .00  
LISTING & MISC CHARGES SUBTOTAL .00

CSR P 3 S 1  
ACCT: 602 275 4990 051 PROCESS DATE: 02-24-04  
PBX EQUIPMENT  
21904 5662 XFBXX/MTN .00 .00  
21904 5662 244-9384 AFK /MTN/TN 602 244-9384 30.40 30.40  
/PIC 0569/LPIC 5123/NMC  
PBX EQUIPMENT SUBTOTAL 30.40

CSR P 4 S 1  
ACCT: 602 275 4990 051 PROCESS DATE: 02-24-04  
TRUNKS  
21904 5662 275-4990 TTTXA/MTN/TER 3001 17.16 17.16  
/TN 602 275-4990/PIC 0569  
/LPIC 5123/CLT  
19.LTNC.602.275.4990. T3001  
/LCC TXA /GST /HML 201  
21904 5662 275-4990 TTTXA/MTN/TER 3002 17.16 17.16  
/TN 602 275-4990/PIC 0569  
/LPIC 5123/CLT  
19.LTNC.602.275.4990. T3002  
/LCC TXA /GST /HML 201  
Page 1

602-275-4990-24-04 CSR.txt  
21904 5662 275-4990 TTTXA/MTN/TER 3003 17.16 17.16  
/TN 602 275-4990/PIC 0569  
/LPIC 5123/LCC TXA /GST /CLT  
19.LTNC.602.275.4990. T3003  
/HML 201  
21904 5662 275-4990 TTTXA/MTN/TER 3004 17.16 17.16

ACCT: 602 275 4990 051 CSR P 5 S 1  
PROCESS DATE: 02-24-04  
/TN 602 275-4990/PIC 0569  
/LPIC 5123/LCC TXA /GST /CLT  
19.LTNC.602.275.4990. T3004  
/HML 201  
21904 5662 244-9384 PORXX/MTN/TN 602 244-9384 .00 .00  
21904 5662 275-4990 PORPX/MTN/TER 3001 .00 .00  
/TN 602 275-4990  
21904 5662 275-4990 PORPX/MTN/TER 3002 .00 .00  
/TN 602 275-4990  
21904 5662 275-4990 PORPX/MTN/TER 3003 .00 .00  
/TN 602 275-4990  
21904 5662 275-4990 PORPX/MTN/TER 3004 .00 .00  
/TN 602 275-4990  
TRUNKS SUBTOTAL 68.64

ACCT: 602 275 4990 051 CSR P 6 S 1  
PROCESS DATE: 02-24-04  
STATIONS  
21904 5662 244-9384 9ZR /MTN/RAX 1B/TN 602 244-9384 6.59 6.59  
21904 5662 275-4990 9ZR /MTN/RAX 1B/TER 3001 6.59 6.59  
/TN 602 275-4990/HML 201  
21904 5662 275-4990 9ZR /MTN/RAX 1B/TER 3002 6.59 6.59  
/TN 602 275-4990/HML 201  
21904 5662 275-4990 9ZR /MTN/RAX 1B/TER 3003 6.59 6.59  
/TN 602 275-4990/HML 201  
21904 5662 275-4990 9ZR /MTN/RAX 1B/TER 3004 6.59 6.59  
/TN 602 275-4990/HML 201  
HML 201 -TER N3001-3004  
/TLI 275-4990  
STATIONS SUBTOTAL 32.95  
NOS 1 TOTAL EXCLUDING TAX 131.99

F1=MENU F2=BILL F3=PRINT F4=SVC ORD F5=CSR F6=PREV  
F7=NEXT F8=NOTE F9=PYMT REG F10=USAGE F11=F/B F12=BILL STATq

# EXHIBIT JL-6



**Qwest Law Department**  
1801 California Street, Suite 900  
Denver, Colorado 80202-2851  
Facsimile 303 383-8884  
patricia.fenner@qwest.com

Patricia E. Fenner  
Staff Paralegal

January 25, 2006

Sterling International Hotel  
Attn: George Bien-Miller  
124 S. 24<sup>th</sup> St.  
Phoenix, AZ 85034

**Re: Account No. 602-244-8221-883**

Dear Mr. Bien-Miller:

I spoke with David Rubin, your attorney, regarding the above account and he requested that a letter be sent to you. At your request, Qwest reviewed your account. Your account is billed \$539.00 per month, taxes, fees and surcharges not included, for your current Centrex 21 service. This amount is \$36.00 more per month than your agreement states because you have 15 phone lines and your Centrex 21 agreement was for 14 phone lines. You were issued a \$1116.82 adjustment in October 2005 because Qwest initially over billed you \$630.00 (\$210.00 per month) for three months service. The adjustment issued exceeded the amount that was due to you. You have been billed correctly since October 2005 and, if you believe that is not true, you need to give me specific examples of your billing concerns. If you wish to have copies of the last twelve months of bills for your account in order to generate a spreadsheet, please let me know and I will arrange for them to be sent to you. In summary, your account is being billed accurately and you have already received an adjustment substantially larger than you should have received.

Please let me know if you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads "Patricia E. Fenner". The signature is written in a cursive style with a long, sweeping underline.

Patricia E. Fenner  
Staff Paralegal

CC: David A. Rubin

# EXHIBIT JL-7



FROM

05/27/2004 10:47 206-345-2632

QWEST SEATTLE OCC

PAGE 03/06

prior to the conclusion of the Term, then Customer shall remain liable for charges accrued but unpaid as of the termination date.

5.2 If, prior to the conclusion of the Term, this Agreement is terminated either: (a) by Customer for any reason other than Cause, or (b) by Qwest pursuant to Section 5.1, then Customer shall be liable for: (a) any termination charge; and (b) accrued and unpaid charges for Service provided through the effective date of such termination. "Termination Charge" means an early termination charge that is imposed if the Agreement is terminated prior to the conclusion of the Term.

5.3 Termination Charges will apply to Service disconnected below the Minimum Billing Level. "Minimum Billing Level" is defined as seventy percent (70%) (or sixty percent (60%) for Idaho-N, Minnesota, Oregon, Utah and Washington) of the total number of station lines within a state, ordered on the Effective Date. If Customer disconnects Service within a state to a level below the Minimum Billing Level Customer shall pay a Termination Charge equal to:

Quantity of Service terminated below the Minimum Billing Level	x	The MRC per station line	x	Months remaining in the Term	x	25%
--	---	--------------------------	---	------------------------------	---	-----

5.4 A Termination Charge will be waived when all of the following conditions are met: (a) Customer discontinues Service and signs a new service agreement(s) for any other Qwest-provided service(s); (b) the new service agreement(s) have a total value equal to or greater than one hundred fifteen percent (115%) of the remaining prorated value of the existing agreement(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges); (c) Customer places the orders to discontinue Service and establish new service at the same time or within thirty (30) calendar days of each other if service is in New Mexico; (d) the new service installation is completed within thirty (30) calendar days of the disconnection of the Service, unless the installation delay is caused by Qwest; and (e) a new minimum service period goes into effect when the new service agreement term begins. The waiver does not apply to changes between regulated and unregulated or enhanced products and services.

6. **Customer's Responsibilities.** Customer is responsible for placement, installation, operation, maintenance, repair, and replacement of all inside wire (including riser cable), not owned by Qwest, and Customer Premises Equipment ("CPE") that Customer uses in connection with Service. Premises wiring and CPE must be compatible with the Service and features. Service failures due to premises wiring or CPE are the sole responsibility of Customer, and Qwest has no liability in connection therewith.

7. **Disclaimer of Warranties.** THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY QWEST, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY.

8. **Limitation of Liability.** IN NO EVENT SHALL QWEST BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT. ANY QWEST LIABILITY TO CUSTOMER FOR DAMAGES OF ANY KIND UNDER THIS AGREEMENT SHALL NOT EXCEED, IN AMOUNT, A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT AS SPECIFIED IN THE TARIFF; PROVIDED HOWEVER, EACH PARTY SHALL BE RESPONSIBLE FOR ANY ACTUAL PHYSICAL DAMAGES IT DIRECTLY CAUSES IN THE COURSE OF ITS PERFORMANCE UNDER THIS AGREEMENT, LIMITED TO DAMAGES RESULTING FROM PERSONAL INJURIES, DEATH, OR PROPERTY DAMAGE ARISING FROM NEGLIGENT ACTS OR OMISSIONS. REMEDIES UNDER THIS AGREEMENT ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED IN THIS AGREEMENT.

9. **Interruptions to Service.** The Tariff specifies the credit allowance, if any, for interruptions to Service, not caused by Customer's negligence. If no Tariff covers the particular situation, then the provisions of the FCC Access Tariff No. 1 shall apply.

10. **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event (other than a failure to comply with payment obligations) beyond the reasonable control of a party, including without limitation: act of God; fire; flood; labor strike; sabotage; fiber cut; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor; lack of or delay in transportation; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or failures of suppliers of goods and services ("Force Majeure Event").

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**11. Dispute Resolution.** Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration to be conducted in accordance with the Judicial Arbitration and Mediation Services ("JAMS") Comprehensive Arbitration Rules. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not state law, shall govern the arbitrability of the dispute. The costs of the arbitration, including the arbitrator's fees, shall be shared equally by the parties; provided, however, that each party shall bear the cost of preparing and presenting its own claims and/or defenses (including its own attorneys fees). The arbitration will be held in Denver, Colorado. The arbitrator has no authority to award any indirect, incidental, special, reliance, punitive, or consequential damages, including damages for lost profits. The arbitrator's decision shall be final, binding, and enforceable in a court of competent jurisdiction. If a party is required to enforce compliance with this Section (including non-payment of an award), then the non-complying party shall reimburse all of the costs and expenses incurred by the party seeking such enforcement (including reasonable attorneys' fees).

**12. Lawfulness.** This Agreement and the parties' actions under this Agreement shall comply with all applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders. Any change in rates, charges or regulations mandated by the legally constituted authorities will act as a modification of any contract to that extent without further notice.

**13. Publicity.** Neither party shall, without the prior written consent of the other party, issue any press release or public announcement regarding this Agreement or use the name or marks of the other party or its affiliates. Such consent may only be given on behalf of Qwest by its Legal Department.

**14. Notices.** Except as otherwise provided herein, all required notices shall be in writing, sent to Qwest at 1801 California Street, Suite 900, Denver, Colorado 80202; Facsimile #: (303) 295-6973; Attention: Legal Department, and to Customer at Qwest's then current address of record for Customer; Attention: General Counsel or other person designated for notices. Except as otherwise noted herein, all notices will be considered given when either delivered: (a) in person to the recipient designated for notices or (b) via overnight courier mail or via registered, certified, prepaid U.S. Mail. Customer's current address, facsimile number and person designated for notices are: \_\_\_\_\_.

#### **15. GENERAL PROVISIONS.**

**15.1** This Agreement shall be governed by the laws of the state where Service is provided, without regard to its choice of law principles; provided however, that Service may also be subject to the Communications Act of 1934, as amended.

**15.2** Neither party's failure to insist upon strict performance of any provision of this Agreement shall be construed as a waiver of any of its rights hereunder.

**15.3** If any term of this Agreement is held to be unenforceable, the unenforceable term shall be construed as nearly as possible to reflect the original intent of the parties and the remaining terms shall remain in effect.

**15.4** All terms of this Agreement, which should by their nature survive the termination of this Agreement, shall so survive.

**15.5** Customer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Qwest, which consent will not be unreasonably withheld. Customer may not assign to a reseller or a telecommunications carrier under any circumstances.

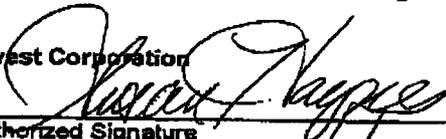
**15.6** This Agreement is intended solely for Qwest and its affiliates and Customer and it shall not benefit or be enforceable by any other person or entity.

**15.7** This Agreement and any exhibits hereunder constitute the entire agreement between Customer and Qwest with respect to the subject matter hereof, and supersede all prior agreements or understandings, whether oral or written, relating to the subject matter hereof. Except for Service and Tariff modifications initiated by Qwest, all amendments to this Agreement shall be in writing and signed by the parties' authorized representatives.

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The parties have read, understand and agree to all of the above terms and conditions of this Agreement and hereby execute and authorize this Agreement.

  
\_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Name Typed or Printed  
*CAROL BROWN-WILSON*  
\_\_\_\_\_  
Title  
*5/24/04*  
\_\_\_\_\_  
Date

Qwest Corporation  
  
\_\_\_\_\_  
Authorized Signature  
*Susan Hayes*  
\_\_\_\_\_  
Name Typed or Printed  
*Sales Mgr*  
\_\_\_\_\_  
Title  
*5/27/04*  
\_\_\_\_\_  
Date

Qwest Communications  
1600 7th Avenue, RM 1311  
Seattle, WA 98191

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 QWEST SEATTLE OCC PAGE 06/06

**ATTACHMENT 1  
 QWEST CENTREX 21  
 RATE STABILITY SERVICE AGREEMENT**

**HOWARD JOHNSON HOTEL  
 (Customer's Name)**

**CHARGES, QUANTITIES AND LOCATIONS  
 FOR THE STATE OF AZ**

AA0714 (AQCB Number)			
Pre-Packaged:	Quantity	MRC	NRC
Centrex 21 Analog	14	503.30 0.00	168.00 <i>waive</i>
Centrex 21 Electronic Business Set	0	0.00 0.00	0.00
Centrex 21 ISDN	0	0.00 0.00	0.00
Total Rate Stabilized MRC:		\$ 503.30	
Total NRC (not Rate Stabilized):		\$ 168.00	

Address of Location(s) including City and State	Billing Number	Number of Lines
1 124 S 24 ST, PHOENIX AZ	602-244-8221	15

1

**BEFORE THE ARIZONA CORPORATION COMMISSION**

**GARY PIERCE**  
Chairman  
**PAUL NEWMAN**  
Commissioner  
**SANDRA D. KENNEDY**  
Commissioner  
**BOB STUMP**  
Commissioner  
**BRENDA BURNS**  
Commissioner

**IN THE MATTER OF:**

**GEORGE BIEN-WILLNER, for  
GLENDALE & 27<sup>TH</sup> INVESTMENTS, LLC**

**COMPLAINANT,**

**v.**

**QWEST CORPORATION,**

**RESPONDENT**

**DOCKET NO. T-01051B-10-0200**

**RESPONSE TESTIMONY**

**OF**

**PATRICIA FENNER**

**ON BEHALF OF**

**CENTURYLINK-QC**

**SEPTEMBER 28, 2012**

1 **Q. PLEASE STATE YOUR NAME, YOUR JOB TITLE, AND YOUR EMPLOYMENT**  
2 **ADDRESS.**

3 A. My name is Patricia Fenner and I am a Lead Contract Representative for  
4 CenturyLink. My business address is 1801 California Street, Suite 1000, Denver,  
5 CO 80202.

6 **Q. WHAT IS YOUR BACKGROUND?**

7 A. I have a BA from the University of Colorado and have been employed by  
8 CenturyLink since June 2003. I work in the Commercial Legal Department and my  
9 primary role is handling customer disputes and providing assistance to the  
10 consumer and regional markets sales groups.

11 **Q. ARE YOU FAMILIAR WITH THE COMPLAINT IN THIS DOCKET?**

12 A. Yes. I have read the initial Complaint and every subsequent Amended Complaint  
13 filed by Mr. Bien-Willner (the "Complainant") in this docket, and I have reviewed  
14 the documents Qwest provided in responses to data requests.

15 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

16 A. The purpose of my testimony is to explain the change of responsibility process in  
17 Qwest's consumer/small business sales channel and to provide an overview of the  
18 recordkeeping process utilized by that channel. I also testify that contrary to the  
19 Complainant's assertion, Qwest maintains an extensive and detailed record of all  
20 information for all accounts, including consumer/small business accounts. The  
21 transfer of responsibility for business accounts is often requested when a business  
22 is sold or control is transferred from one person or firm to another. These  
23 processes were followed in the transfer of account nos. 602-275-4990 (the "4990  
24 Account") and 602-244-8221 (the "8221 Account")<sup>1</sup> to the Complainant. The  
25 change of responsibility of the Accounts is documented in the Account records.  
26 Qwest's recordkeeping for all accounts and sales channels, including small

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<sup>1</sup> Together the 4990 Account and the 8221 Account are referred to in my testimony as "the Accounts."

1 business accounts is substantial, detailed, and reliable. These processes and the  
2 systems supporting them provide a clear record that sustains the validity of the  
3 charges that Mr. Bien-Willner is disputing

4 **Q. PLEASE DESCRIBE THE CHANGE OF RESPONSIBILITY PROCESS.**

5 A. The change of responsibility process is the mechanism by which one customer  
6 transfers working service at the same service location to another customer. In the  
7 consumer/small business channel, either the outgoing customer or the incoming  
8 customer contacts the business office by telephone or on-line, and requests the  
9 transfer. The service representative then obtains the consent of the other party to  
10 the transfer or verifies the validity of a request. We always get the consent of the  
11 incoming customer so that identity of the new customer of record and the new  
12 billing address are clear in our records. Under some unusual circumstances, such  
13 as in the case of the appointment of a receiver or verification of an estate executor,  
14 the service representative may ask for further documentation to determine if the  
15 change of responsibility request is valid.

16 **Q. DO STATE UTILITY COMMISSIONS REQUIRE A SIGNED WRITTEN REQUEST**  
17 **FOR A CHANGE OF RESPONSIBILITY?**

18 A. Generally not. I am familiar with the processes in the 14 states from the legacy  
19 Qwest territory. Of those states, only Iowa public utility regulations require a  
20 written authorization signed by the incoming customer for a small business change  
21 of responsibility on an account which has remaining term commitments.

22 **Q. HOW DID THE CHANGE OF RESPONSIBILITY OCCUR IN THE CASE OF THE**  
23 **COMPLAINANT AND HIS ACCOUNTS ENDING IN 4990 AND 8221?**

24 A. In the case of the Complainant and the 4990 and the 8221 Accounts, Qwest was  
25 contacted by the Complainant's employee Pamela Russell. Ms. Russell requested  
26 the change of responsibility as a result of the sale of the hotel to the Complainant.  
27 The change of responsibility was processed by the Qwest service representative,  
28 who entered the order electronically and then noted the account electronically. A

1 paper print of that record for the 4990 Account is attached to the testimony of Julie  
2 Layne, as her Exhibit JL-2. Qwest followed its change of responsibility process  
3 when it transferred the Accounts to Complainant and documented the transaction  
4 in the CSR (Customer Service Record).

5 **Q. JULIE LAYNE HAS ATTACHED TO HER TESTIMONY, MARKED AS HER**  
6 **EXHIBIT JL-3, A MEMO FROM PAMELA RUSSELL REQUESTING THE**  
7 **CHANGE OF TRANSFER. PLEASE STATE WHETHER SUCH A DOCUMENT**  
8 **IS CRITICAL TO THE INTEGRITY OF QWEST'S ACCOUNT ESTABLISHMENT**  
9 **AND BILLING PROCESSES.**

10 A. It would not be unusual for an account rep to ask for a memo confirming the  
11 assumption of responsibility. It appears to me that the Pamela Russell memo  
12 served that purpose. It may have been requested by the service representative, or  
13 it may have been written by Ms. Russell in order to impart to Qwest the criticality of  
14 continuing the services under Account 4990 and Account 8221. It was not  
15 necessary for the company to keep that paper record, however, because it merely  
16 corroborated the change electronically entered in the CSR. The essential piece of  
17 information, i.e., the fact that the new customer assumed responsibility, is recorded  
18 and kept in the CSR. The CSR information is critical to the integrity of Qwest's  
19 account records.

20 **Q. THE COMPLAINANT STATED THAT QWEST HAS NEVER EXPLAINED WHY**  
21 **IT DID NOT MAINTAIN ANY RECORDS OF HIS ORDER. HOW DO YOU**  
22 **RESPOND?**

23 A. The Complainant has been provided a printed record of the CSR reflecting that he  
24 assumed responsibility for the 4990 Account. Further, the Complainant himself  
25 produced the memo from Pamela Russell dated February 19, 2004, which is  
26 attached as Exhibit JL-3 to Julie Layne's Direct testimony. Those are the records  
27 of his orders.

1 **Q. THE COMPLAINANT ASKS WHY OTHER QWEST BUSINESS GROUPS**  
2 **“REQUIRE FORMS AND KEEP COPIES OF THEM” AND THE QWEST SMALL**  
3 **BUSINESS GROUP DOES NOT. PLEASE RESPOND.**

4 A. The Complainant is referring to a statement made in a Qwest email that was  
5 produced in discovery. In response to Qwest’s search for all written  
6 communications, written contracts, or other documents regarding the  
7 Complainant’s service requests, one respondent, Joann Hensley, stated that the  
8 procedures for the small business market sales channel (“SBG”) were different  
9 from the procedures for the group in which she worked. Ms. Hensley is a Business  
10 Markets Group (“BMG”) billing manager. Customers in that channel are larger  
11 business and government customers that bill more than \$50,000 per year, and a  
12 substantial number of these customers are served under contracts with terms that  
13 require extensive written documentation. Ms. Hensley’s statement reflects the fact  
14 that her department primarily handles the billing for BMG customers.

15 **Q. DOES THAT MEAN THAT SMALL BUSINESS CUSTOMERS’ ORDERS ARE**  
16 **NEVER DOCUMENTED WITH PAPER OR ARE NOT DOCUMENTED AT ALL?**

17 A. No. Small business customers’ orders are well-documented, either with written  
18 documentation or electronic records, as appropriate. In those cases when an SBG  
19 customer enters into a written contract, the contracts are retained, in addition to  
20 the electronic CSR record. That is demonstrably true, as is shown in this very  
21 case. Here, the Complainant signed a contract for Centrex service, which was  
22 billed under the 8221 Account. A copy of that contract is attached to Julie Layne’s  
23 Direct Testimony, as her exhibit number JL-7. The Centrex contract involved a  
24 term commitment. Other services that are ordered under tariff but not under a  
25 term commitment or volume commitment are not subject to written contracts.  
26 Those orders are kept electronically in the CSR, using a system called OSCAR  
27 (optical storage COM application replacement). That is the case with the services  
28 billed under the 4990 Account.

1 **Q. PLEASE DESCRIBE THE OSCAR SYSTEM AND ITS PURPOSE.**

2 A. Qwest thoroughly documents every small business order and service record, as  
3 well as additional information pertaining to the account, in the read-only electronic  
4 system called OSCAR. All consumer/small business account information,  
5 customer contacts and billing information, service orders, notes, payments and  
6 credit information for an account are compiled in OSCAR. All consumer/small  
7 business customer contacts with a CenturyLink customer service representative  
8 are documented in the account notes and account order, both of which are  
9 captured in OSCAR. OSCAR is a continuum of all data for each account and once  
10 the information is captured in the system, it is not modified or removed. Because  
11 Qwest has millions of consumer/small business accounts which are billed on a  
12 month to month (uncontracted) basis, OSCAR is the repository for all account  
13 information. The Complainant was previously provided with a copy of the OSCAR  
14 record of his order and the notes regarding the order for the 4990 Account.

15 **Q. THE COMPLAINANT HAS STATED THAT THE COPIES OF THE OSCAR**  
16 **RECORDS FOR HIS ACCOUNT ARE INCOMPREHENSIBLE. PLEASE**  
17 **RESPOND.**

18 A. OSCAR records are not designed for the customer to read and interpret. OSCAR  
19 is an internal recordkeeping system and is proprietary and confidential. Records  
20 from OSCAR are only provided to a party in accordance with a subpoena, court  
21 order or in a legal proceeding such as this one. The Qwest service representatives  
22 are thoroughly trained to input, read and understand the volume of sometimes  
23 complicated information that OSCAR contains. OSCAR utilizes internal shorthand  
24 and acronyms with which Qwest service representatives are familiar. OSCAR  
25 contains the entire record of an account, which enables the service representative  
26 to assist customers when they contact the business office. OSCAR was  
27 developed as a recordkeeping system for the Qwest consumer/small business  
28 group and was designed to meet recordkeeping standards applicable to a  
29 telecommunications company operating in a large number of jurisdictions,

1 including evidence of service orders. The comprehensiveness of OSCAR allows  
2 Qwest service representatives to access one system and determine the entire  
3 history of all aspects of a customer account. Customer bills can be viewed, copies  
4 of orders retrieved, account notes reviewed and authorized party information  
5 confirmed.

6 **Q. PLEASE SUMMARIZE YOUR TESTIMONY.**

7 A. In summary, Qwest utilizes a recordkeeping system, OSCAR, which is a  
8 compendium of all information for all consumer/small business accounts.  
9 Information within OSCAR cannot be removed or changed. The change of  
10 responsibility on Complainant's 4990 Account was specifically requested by  
11 Complainant in 2004 and was performed in accordance with Qwest's process for  
12 supercedure. The change of responsibility is thoroughly documented in the  
13 Account's OSCAR records. The records for Complainant's 4990 Account are  
14 thorough, comprehensive, and refute the Complainant's claim that he did not  
15 request the services billed to the 4990 Account.

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

17 A. Yes.