

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

2008 JUN 20 PM 4: 37

IN THE MATTER OF
QWEST CORPORATION'S PETITION FOR
APPROVAL OF NON-IMPAIRED WIRE
CENTER LISTS PURSUANT TO THE
TRIENNIAL REVIEW REMAND ORDER

Case No. 08-00206-UT

QWEST CORPORATION'S PETITION FOR COMMISSION
APPROVAL OF NON-IMPAIRED WIRE CENTER LISTS PURSUANT
TO THE TRIENNIAL REVIEW REMAND ORDER AND MOTION FOR
EXPEDITED ISSUANCE OF PROTECTIVE ORDER

Introduction and Summary

Qwest Corporation ("Qwest") hereby petitions the Commission to open an investigation to develop a Commission-approved initial list of non-impaired wire centers, pursuant to the FCC's *Triennial Review Remand Order* ("TRRO"),¹ after party review and discussion of relevant data, and to implement a process of updating and approving the lists. Qwest submits that the primary purpose of this docket should be to review the number of business lines and fiber-based collocators in certain New Mexico wire centers that meet the non-impairment criteria outlined by the FCC in its *TRRO*.

In addition, consistent with a settlement agreement between Qwest and numerous major CLECs ("Joint CLECs")² who were parties to similar proceedings in several states in Qwest's 14-state ILEC region (see Attachment A), which settlement agreement has been adopted by several other state commissions,³ Qwest requests that the Commission issue on an *expedited basis* a protective order based on the model protective order attached hereto as Attachment B.

¹ Order on Remand, In the Matter of Review of Unbundled Access to Network Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338, WC Docket No. 04-313 (FCC rel. February 4, 2005) (hereafter "TRRO").

² The Joint CLECs were Covad Communications Company, Eschelon Telecom, Inc., McLeodUSA Telecommunications Services, Inc., Integra Telecom and XO Communications Services, Inc. Integra and Eschelon have since merged into one company, called Integra.

³ Regulatory commissions in Utah, Oregon, Minnesota, Arizona, and Washington had adopted the agreement. Colorado did not, although a motion for reconsideration of its decision is currently pending.

This is the process that several commissions have used in other *TRRO* non-impaired wire center list dockets (both the original *TRRO* non-impaired wire center list dockets filed in 2006 and the wire center list “update” dockets in 2007). Qwest and the Joint CLECs in the initial *TRRO* non-impaired wire center proceedings had negotiated and agreed to a protective order in substantially the form of Attachment B as a basis for any protective order issued by commissions in future proceedings in order to allow Qwest to file confidential wire center information regarding “business line” counts and the number of “fiber-based collocators” as defined in the FCC’s *TRRO*.

Specifically, as described below, Qwest submits that findings from the Commission on these narrow issues will facilitate Qwest’s and CLEC’s abilities to implement the FCC’s regulatory framework for unbundled dedicated transport and high-capacity loops set forth in the *TRRO* in New Mexico. In addition, Qwest requests that the Commission issue findings and make determinations on other issues that relate directly to and will be affected by the findings on business line count and fiber-based collocator data. To this end, Qwest believes that most if not all CLECs choosing to intervene in this proceeding will likely agree with Qwest that the Commission adopt processes consistent with those outlined in the multi-state settlement agreement that Qwest and certain CLECs (“Joint CLECs”) entered into in 2007 to resolve certain business line count methodology and related process issues to implement the *TRRO* in those other states. Qwest’s request that the Commission take action on the issues described in this petition is supported by the FCC’s endorsement in the *TRRO* of an ongoing role for state commissions in these matters that relate to the change of law provisions in interconnection agreements between Qwest and CLECs and to Sections 251 and 252 of the Telecommunications Act of 1996 (“the Act”). *See e.g.*, *TRRO*, ¶¶ 233, 234.

Qwest respectfully requests that the Commission promptly schedule a prehearing conference and establish an expedited process and schedule for addressing these issues. In the discussion that follows, Qwest explains the need for expedited resolution of these issues and

describes the binding, adjudicatory process it envisions as appropriate to ensure that the regulatory framework established by the *TRRO* is implemented expeditiously and with clarity.

Background

On February 15, 2006, a coalition of CLECs (“the Joint CLECs”) submitted a letter to certain state commissions in Qwest’s 14-state ILEC region (primarily those with the greater concentration of affected wire centers) requesting proceedings for the purpose of establishing a list of non-impaired wire centers by determining the business line counts and numbers of collocators in wire centers in those states, explaining that these determinations were necessary to implement the FCC’s rulings in the *TRRO* relating to unbundled dedicated transport and high-capacity loops. The commissions docketed these requests.⁴

I. The FCC’s Impairment Criteria for Dedicated Interoffice Transport and High-Capacity Loops

The necessity for this proceeding arises from the structural framework the FCC established in the *TRRO* for determining whether high-capacity dedicated transport and high-capacity loops meet the “impairment” requirement for unbundled network elements (“UNEs”) set forth in Section 251(d)(2) of the Act. The primary significance of these impairment determinations is that they dictate whether high-capacity transport and loops qualify as Section 251(c)(3) UNEs that Qwest must provide to CLECs at rates based on the FCC’s TELRIC (“total element long-run incremental cost”) pricing methodology or whether they are no longer subject to Section 251(c)(3) and are governed by the non-TELRIC pricing standard in Sections 201 and 202 of the Communications Act of 1934.⁵

⁴ Some or all of the Joint CLECs were parties to similar Joint CLEC filings at the state utility regulatory commissions in Arizona (Docket Nos. T-03632A-06-0091, T-03406A-06-0091, 03267A-06-0091, T-03432A-06-0091, T-04302A-06-0091 and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (docket UM 1251) and Utah (Docket 06-049-40). The Washington Utilities and Transportation Commission (WUTC) investigated Qwest’s initial non-impairment list in an existing docket (number UT-053025) established to review the impacts of the *TRRO* on local competition.

⁵ Under this standard, rates must not be unjust, unreasonable, or unreasonably discriminatory. Responsibility for administering the Section 201-02 pricing standard rests with the FCC. *See, e.g.,* Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of*

Under the *TRRO* framework, CLECs are deemed not to be impaired without access to DS1 transport on routes connecting a pair of wire centers where both wire centers contain at least four fiber-based collocators or at least 38,000 business access lines. *TRRO*, ¶ 126.⁶ For DS3 transport and dark fiber transport, there is no impairment on routes connecting a pair of wire centers where both wire centers contain at least three fiber-based collocators or at least 24,000 business lines. *TRRO*, ¶¶ 118, 129, 133.⁷

The impairment criteria for high-capacity loops also are based on a capacity-specific approach that distinguishes between DS1 and DS3 capacity. For DS1 loops, CLECs are not impaired in any building within the service area of a wire center containing 60,000 or more business lines and four or more fiber-based collocators. *TRRO*, ¶ 178. CLECs are not impaired without access to DS3 loops in any building within the service area of a wire center containing 38,000 or more business lines and four or more fiber-based collocators. *TRRO*, ¶ 174.

II. Qwest's Initial Identification of Non-Impaired Wire Centers

To implement the FCC's impairment framework, Qwest undertook a detailed, multi-step process designed to generate accurate wire center data and to permit CLECs to verify these data. On February 18, 2005, Qwest responded to a request from the FCC's Wireline Competition Bureau with a submission designating the wire centers in Qwest's operating areas as Tier 1, Tier 2,

the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Dkt. Nos. 01-338, 96-98, 98-147, FCC 03-36 at 664 (FCC rel. Aug. 21, 2003) ("*Triennial Review Order*" or "*TRO*"), *vacated in part, remanded in part*, *U.S. Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*").

⁶ The wire centers meeting these criteria are referred to as "Tier 1 wire centers." They are the wire centers "with the highest likelihood for actual and potential competitive deployment, including wholesale opportunities." *TRRO*, ¶ 111.

⁷ The FCC defines wire centers with three or more fiber-based collocators or 24,000 or more business lines as "Tier 2 wire centers." *TRRO*, ¶ 118. According to the FCC, the presence of three or more fiber-based collocators "establishes that multiple carriers have overcome the costs of deployment in a wire center, signifying that substantial revenues exist in the wire center to justify deployment." *Id.*

or Tier 3 based on the criteria in the *TRRO*.⁸ This submission also identified the wire centers in Qwest's operating areas that meet the non-impairment thresholds for DS1 and DS3 loops.⁹

After providing this information to the FCC, Qwest attempted to develop a cooperative process with the CLECs and state commissions to ensure the accuracy of its wire center data. Under the protection of a nondisclosure agreement, Qwest provided CLECs and state commission staffs access to the confidential data underlying its February 18 submission. These data included, on a wire center-specific basis, numbers of switched business lines, UNE-P lines, UNE loops, and fiber collocators. Qwest also provided to each carrier upon whose data it relied in the February 18, 2005 submission a list of the wire centers where, according to Qwest's records and investigation, the carrier has fiber-based collocation. These carriers were given the opportunity to review and, if appropriate, contest the accuracy of Qwest's data.

As a further step toward verification, Qwest conducted an additional internal review of the collocation and line count data used for its February 18, 2005 submission. Based on this additional review, which included another comprehensive evaluation of collocation arrangements in Qwest's wire centers, Qwest refined its list of wire centers. In another submission to the FCC on July 8, 2005 Qwest provided a revised list of wire centers.¹⁰ Qwest continued reviewing its

⁸ A copy of this February 18, 2005 letter to the FCC is attached as Attachment C. Because the list of wire centers that was attached to the original letter is quite voluminous and is not necessary to this petition, Qwest is not including that list with Attachment C.

⁹ Qwest based the counts of switched business access lines on its most recent ARMIS Report 43-08 data, which were current as of December 2003. To develop an estimate of the business UNE-P lines in each wire center, Qwest relied on the percentage of white page listings for each wire center that are business, not residential. Qwest determined the number of collocation arrangements that meet the *TRRO*'s definition of "fiber-based collocator" based on billing data that were current as of February 2005 and physical inspections of wire centers.

¹⁰ A copy of this July 8, 2005 letter to the FCC is attached hereto as Attachment D. Qwest is not including the list of wire centers that was provided with the original submission because that list also is voluminous and is not necessary to this petition.

wire center data after this submission, leading to a third submission on August 18, 2005 that made minor corrections to the wire center data.¹¹

III. State Commission Proceedings in Other States

Thereafter, in February 2006, the Joint CLECs requested various state commissions to open proceedings to investigate these issues and to determine and establish line counts and numbers of collocators in Qwest wire centers, and Qwest agreed to such requests. The commissions opened dockets to investigate these issues, which included evidentiary hearings, post-hearing briefs and commission orders regarding these issues.¹²

IV. Settlement Agreement Approved by Other State Commissions

In 2007, Qwest and the Joint CLECs negotiated and executed a comprehensive multi-state settlement agreement (the "Multi-State Agreement") addressing all issues in *TRRO* wire center dockets pending in Arizona, Colorado, Minnesota, Oregon, Utah and Washington.¹³ Qwest filed the Multi-State Agreement in all of those states, along with its petitions for approval of its 2007 additions to the non-impaired wire center list in those states, and all but one of these commissions later adopted the agreement in 2007 and 2008.¹⁴ A copy of the Multi-State Agreement is attached as Attachment A.

In the Multi-State Agreement, the parties agreed that Qwest may request the addition of non-impaired wire centers based in whole or in part upon line counts at any time up to *July 1* of

¹¹ This third submission to the FCC, on August 18, 2005, is attached as Attachment E. Qwest is providing with Attachment C a list of the New Mexico wire centers that were attached to the original August 18, 2005 submission but, for reasons of economy, is not including the wire centers that were listed for other states.

¹² Qwest filed a petition in New Mexico on March 1, 2006, in Case No. 06-00075-UT. No proceedings have occurred in response to that petition, however, and in the interest of conserving resources as cases and negotiations progressed in other states, Qwest elected not to pursue the New Mexico case aggressively. This petition is intended to supersede the 2006 petition, and Qwest will ask that Case No. 06-00075-UT be dismissed.

¹³ See footnote 4, *supra*.

¹⁴ See footnote 3, *supra*.

each year, based on prior year line count data, and using an agreed-upon methodology.¹⁵ The parties to the Multi-State Agreement also agreed that at least *five (5) business days prior to filing* new non-impairment or tier designations for Commission review, Qwest will request a *protective order* from the Commission to govern the handling of confidential information during this new non-impairment proceeding. The parties also agreed to seek from the Commission approval of a standing protective order, which is a new protective order, based on an agreed-upon model protective order. Although Qwest is not bound by the Multi-State Agreement in New Mexico, it is willing to recommend it for application by the Commission in New Mexico and thus Qwest is attaching a proposed protective order in substantially the form of the model as Attachment B to this petition.

V. Qwest's Request for Approval of Non-impaired Wire Center List in New Mexico

As mentioned, although Qwest filed a petition in 2006 in Case No. 06-00075-UT, this petition is intended to incorporate and supersede the original petition, and Qwest will move to withdraw its original petition and dismiss Case No. 06-00075-UT. The New Mexico wire centers for which Qwest seeks approval are identified below.¹⁶ Consistent with this petition, the requirements of the initial *TRRO* Order, and the Multi-State Agreement, and subject to entry of the requested protective order, Qwest intends to file with this Commission, on Friday, June 27, 2008, the data supporting its list of non-impaired wire centers in New Mexico, along with a request for Commission approval of the list.

Alternatively, if this Commission does not approve Qwest's non-impaired wire center list using the process agreed to by the parties in the Multi-State Agreement, then Qwest requests that the Commission fully investigate these wire center data issues, and any related issues that the Commission may deem appropriate. Regardless of the approach the Commission takes, and

¹⁵ With respect to fiber-based collocators, Qwest may request the addition of non-impaired wire centers to the Commission-approved wire center list at any time based on the number of fiber-based collocators.

¹⁶ These wire centers have been on the non-impaired wire center list since 2005, and will continue to be on the list, based on Qwest's original 2003 ARMIS data supporting those non-impairment determinations.

assuming that the Commission has issued the requested protective order described above by June 27, 2008, Qwest will also provide the data supporting the updated list to all CLECs that have signed the protective order.

To facilitate this process and to be consistent with the requirement in the settlement agreement that Qwest seek Commission approval of a protective order at least five (5) business days prior to filing changes to the list, Qwest also seeks the Commission's *expedited issuance* of either a standing protective order or a new protective order based on the model protective order attached as Attachment B. Expedited issuance of the protective order will permit CLECs that sign the protective order to begin reviewing the confidential wire center data promptly after Qwest files the data on June 27.

The wire centers that Qwest is seeking approval for its list of non-impaired wire centers in New Mexico based on the confidential data that it will file on June 27, 2008 are as follows:

STATE	WIRE CENTER	CLLI	TIER	NON-IMPAIRMENT FOR
NM	Albuquerque Main	ALBQNMMA	Tier 1	DS1 and DS3 Transport & DF
NM	Albuquerque San Mateo ¹⁷	ALBQNMSM	Tier 2	DS3 Transport & DF

VI. Reasons for Opening an Investigation if the Commission does not choose to use processes consistent with the Multi-State Agreement

In the event the Commission determines not to use processes and procedures consistent with the Multi-State Agreement, then Qwest respectfully requests that the Commission open an investigation to fully explore these issues. If the Commission does so, Qwest respectfully requests the Commission address the following issues.

¹⁷ Both listed wire centers have been classified as non-impaired since the effective date of the *TRRO* (March 11, 2005) and were thus also subjects of the previous petition. The Albuquerque San Mateo wire center was then classified as Tier 2. Even though the wire center, as a result of industry mergers and consolidations, no longer exhibits the criteria for Tier 2 classification, the Tier 2 classification remains in effect. 47 CFR § 51.319(e)(3)(ii) (“Once a wire center is determined to be a Tier 2 wire center, that wire center is not subject to later reclassification as a Tier 3 wire center.”).

A. **The Commission Should Conduct an Expedited Adjudicatory Proceeding**

If the Commission does not decide to adopt the processes agreed to by Qwest and the Joint CLECs in the Multi-State Agreement and therefore opens a full investigation of these issues, Qwest respectfully submits the Commission should conduct an expedited proceeding to review and establish wire center line counts and numbers of fiber collocators per wire center. In the discussion that follows, Qwest describes the framework it asks the Commission to adopt for the proceeding to ensure that all necessary issues are resolved expeditiously and with the certainty required for Qwest and CLECs to implement the *TRRO* as the FCC intended.

1. *The proceeding must be binding on Qwest and all CLECs in the state.* Qwest believes that the proceeding should be binding on every registered local exchange carrier in the state, including those that receive notice of the proceeding but choose not to participate. Unless the Commission resolves the wire center counts and related issues through binding rulings, implementation of the *TRRO* will be delayed and time-consuming and costly disputes will be likely. Moreover, it would be a highly inefficient use of the Commission's and the parties' resources to conduct a non-binding proceeding with rulings that any dissatisfied party could elect to ignore.

Thus, for example, in submitting orders for high-capacity transport and loops, all carriers will be required to review and adhere to the list of non-impaired wire centers that results from the Commission's determination of the business line counts and numbers of collocators in individual wire centers.

In addition, to maximize the efficiency of the proceeding and to eliminate future disputes, the Commission should provide notice of the proceeding to all local exchange carriers registered in the state, not just the carriers with which Qwest has interconnection agreements. The notice should state expressly that the proceeding is binding on all registered local exchange carriers.

2. *The proceeding should be expedited.* To avoid any delays in implementing the *TRRO*, Qwest asks the Commission to expedited resolution of the issues described in this

petition. As part of this expedited approach, Qwest asks the Commission at its initial prehearing conference to schedule an adjudicatory hearing as soon as possible.

3. *The Commission should conduct an adjudicatory proceeding.* Because the issues involving the number of business lines and fiber-based collocators are generally factual in nature, the Commission should conduct an adjudicatory proceeding. Qwest proposes a proceeding under which it would present an opening round of testimony containing wire center data for line counts and fiber collocators, the CLECs would present response testimony indicating if they have a good faith basis for contesting Qwest's data. If the CLECs have such a good faith basis, they would offer data of their own or other evidence responding to Qwest's data. Qwest would submit reply testimony addressing any CLECs challenges to Qwest's data. Through this process, Qwest expects that the parties could significantly limit any disagreements concerning the wire center data. More important, an adjudicatory proceeding will result in a definitive determination by the Commission concerning the business line counts and numbers of fiber collocators in wire centers and will thereby give Qwest and the CLECs alike the certainty they need going forward.

4. *The Commission should adopt an appropriate protective order.* As stated, because this proceeding will involve large amounts of confidential information, the Commission should adopt an appropriate protective order. In particular, confidentiality protection is needed for the types of CLEC-specific data that Qwest must file and produce to CLECs. As noted, Qwest supports and asks the Commission to enter the protective order in the form to which Qwest and the Joint CLECs previously agreed. Alternatively, if the Commission determines that a full investigation is needed, prior to or during the initial procedural conference, all interested parties could discuss and attempt to agree upon the form of the protective order.

B. In addition to determinations relating to wire center data, the Commission should resolve other issues that will be affected by those determinations

The Commission's resolution of the wire center data issues is essentially a counting exercise, with the Commission being asked to review data and determine the number of business lines and fiber-based collocators in wire centers. Qwest is not asking the Commission to make

any impairment determinations relating to high-capacity transport and loops, as the D.C. Circuit's decision in *USTA II* establishes that the FCC alone has authority to make those determinations. *See USTA II*, 359 F.3d at 568. However, application of the FCC's *TRRO* criteria to the line counts and collocator counts the Commission adopts will permit Qwest and the CLECs to make their own wire center-specific impairment determinations, consistent with the FCC's expectation that the *TRRO* would be largely self-effectuating. *See, e.g., TRRO*, ¶¶ 233, 234. In addition to changing the rates that will govern CLEC purchases of high-capacity transport and loops, a determination that there is no impairment in a particular wire center where a CLEC is purchasing one of these network elements will trigger at least two other issues relating to the conversion of the element from a Section 251 UNE to a non-251 element. The Commission should address these issues as part of this proceeding.

First, if the Commission ultimately does not adopt processes and procedures consistent with those contained in the Multi-State Agreement, the Commission should confirm Qwest's right to assess a nonrecurring charge (NRC) at applicable tariffed rates for converting impacted high-capacity loop and transport facilities in non-impaired wire centers to alternative products. Qwest incurs costs in converting UNE transport or high-capacity loops to alternative facilities or arrangements, and, accordingly, it should be permitted to assess an appropriate tariffed charge. Multiple CLECs have implicitly recognized Qwest's right to assess this charge, as evidenced by their decisions to enter into amendments to their interconnection agreements containing the charge. Qwest also notes that Qwest and the Joint CLECs agreed to an NRC for conversion activity in their settlement agreement in other states.

Second, if the Commission does not ultimately adopt processes and procedures consistent with those contained in the Multi-State Agreement, the Commission should address the process for future updates of Qwest's list of non-impaired wire centers. This process should be streamlined and efficient. Again, the Multi-State Agreement describes a process that Qwest believes is streamlined and efficient, and which is consistent with the FCC's directive that carriers implement that framework expeditiously and in a self-executing manner.

Thus, if the Commission does not ultimately adopt processes and procedures consistent with the Multi-State Agreement, the Commission should require Qwest to provide notice to the CLECs of additions to the list of non-impaired wire centers and, if the CLECs seek additional information, should direct Qwest to provide the CLECs with the methodology by which Qwest determined that a wire center meets the *TRRO*'s non-impairment criteria relating to numbers of business lines and fiber collocators. The CLECs should thereafter be given 90 days to transition DS1 and DS3 UNEs (180 days for impacted Dark Fiber facilities) to an alternative service.

At the prehearing conference, the Commission should direct the parties to propose a streamlined process in their testimony – similar to that described here – that will govern changes to the list of non-impaired wire centers.

Motion for Expedited Issuance of a Protective Order

Finally, Qwest moves for the expedited issuance of a protective order. A protective order is needed in this new proceeding because the information that Qwest will file on June 27, 2008 will include certain highly-confidential wire center data, including highly-confidential CLEC-specific data. Qwest and the Joint CLECs have agreed these data should be protected by a protective order that contains protections and limited disclosures of highly-confidential information. Specifically, Qwest seeks this protective order because Qwest will be filing CLEC-specific wire center data in this proceeding for the purposes of determining business line counts and fiber-based collocators in specific wire centers, and because the parties have agreed that a protective order is needed here.

Accordingly, Qwest submits with this petition (Attachment B) a model protective order that the parties in the multi-state proceedings have agreed to in their settlement agreement (based on a Minnesota protective order). Qwest respectfully requests that the Commission issue either a standing protective order, or a new protective order, based on the model protective order in Attachment B, or any protective order that it deems appropriate, as soon as possible.

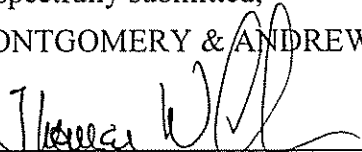
Conclusion

For the reasons stated, Qwest respectfully requests that the Commission conduct an investigation to address the issues described herein on an expedited basis.

Dated: June 20, 2008

Respectfully submitted,
MONTGOMERY & ANDREWS, P.A.

By



Thomas W. Olson
Post Office Box 2307
Santa Fe, NM 87504-2307
(505) 982-3873
tolson@montand.com

Timothy J. Goodwin
Corporate Counsel
Law Department
Qwest Corporation
1801 California St., Suite 4900
Denver, CO 80202
tim.goodwin@qwest.com

Attorneys for Qwest Corporation

ATTACHMENT A

**MULTI-STATE
SETTLEMENT AGREEMENT REGARDING
WIRE CENTER DESIGNATIONS AND RELATED ISSUES**

This Multi-State Settlement Agreement ("Settlement Agreement") is entered into between Qwest Corporation ("Qwest") and Covad Communications Company and DIECA Communications, Inc. (collectively "Covad"), Eschelon Telecom, Inc. ("Eschelon"), Integra Telecom Holdings, Inc. ("Integra"), McLeodUSA Telecommunications Services, Inc. ("McLeodUSA"), Onvoy, POPP.Com ("POPP"), US Link, Inc. d/b/a TDS Metrocom, Inc. ("TDSM"), and XO Communications Services, Inc. ("XO"). Qwest and each CLEC are referred to separately as a "Party" or collectively as the "Parties."

I. INTRODUCTION

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147 (effective October 2, 2003) ("TRO"); and, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (effective March 11, 2005)(Triennial Review Remand Order) (FCC 04-290) ("TRRO");

WHEREAS, on February 15, 2006, some or all of the Joint CLECs filed requests with the state Commissions in Arizona, Colorado, Minnesota, Oregon, and Utah asking that the state Commissions, in accordance with the TRRO, develop and approve a list of Non-Impaired Wire Centers and a process for future updates of the wire center list;

WHEREAS, the aforementioned state Commissions opened the following dockets in response to these filings: Arizona (Docket Nos.T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (Docket No. UM 1251), and Utah (Docket No. 06-049-40);

WHEREAS, the Washington Utilities and Transportation Commission (WUTC)

investigated Qwest's initial non-impairment list in an existing docket (number UT-053025) established to review the impacts of the TRRO on local competition.

WHEREAS, on March 3, 2006, Qwest also petitioned for a Commission investigation and expedited proceeding to verify Qwest wire center data, address the nonrecurring conversion charge, establish a process for future updates of the wire center list, address related issues, and bind all CLECs.

WHEREAS, the Joint CLECs and Qwest have reached resolution of their disputes. Because of the multi-state nature of these issues, the Parties have determined that it is in their mutual interest to effect a multi-state settlement of issues.

THEREFORE, the Parties agree to the following resolution of issues:

II. DEFINITIONS

"Commission" for Arizona means the Arizona Corporation Commission or any successor state agency.

"Commission" for Colorado means the Colorado Public Utilities Commission or any successor state agency.

"Commission" for Minnesota means the Minnesota Public Utilities Commission or any successor state agency.

"Commission" for Oregon means the Public Utility Commission of Oregon or any successor state agency.

"Commission" for Utah means the Utah Public Service Commission or any successor state agency.

"Commission" for Washington means the Washington Utilities and Transportation Commission or any successor state agency.

"Commission-Approved Wire Center List" is Attachment A to this Settlement Agreement, as

may be updated by the Commission, as described in Section V of this Settlement Agreement.

“Effective Date of this Settlement Agreement” is the effective date of the Commission order approving this Settlement Agreement.

“Effective Date of Non-Impairment Designation” is the date on which the non-impairment designation begins as specified in this Settlement Agreement at Section III(B) for the Initial Commission-Approved Wire Center List and as later determined pursuant to Section VI (F) for future non-impairment designations identified in a Commission-Approved Wire Center List.

“Filing Date” is the date on which Qwest submits its non-impairment or tier designation filing, with supporting data, as described in Section VI of this Settlement Agreement, to the Commission for review and provides the Commission and CLECs that, as of that date, have signed the applicable protective order/agreement (or are subject to a standing protective order). If Qwest provides the data to the Commission and Joint CLECs on different dates, the Filing Date shall be the later of the two dates.

“Initial Commission-Approved Wire Center List” is Attachment A to this Settlement Agreement as of the Effective Date of this Settlement Agreement.

“Joint CLECs” refers collectively to Covad Communications Company (“Covad”), Eschelon Telecom, Inc. (“Eschelon”), Integra Telecom Holdings, Inc. (“Integra”), McLeodUSA Telecommunications Services, Inc. (“McLeodUSA”), Onvoy, POPP.Com (“POPP”), US Link, Inc. d/b/a TDS Metrocom (“TDSM”), and XO Communications Services, Inc. (“XO”).

“Non-Impaired Facilities” are those network elements identified in an applicable FCC order as no longer available as unbundled network elements (“UNEs”) under 47 U.S.C. § 251(c)(3) based on non-impairment or tier designations and that have been reviewed and approved by a Commission using the process and methodology set forth in Section IV of this Settlement Agreement.

“Non-Impaired Wire Center” is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3) and that is identified on a Commission-Approved Wire Center List.

"Parties" refers collectively to Qwest Corporation and the Joint CLECs.

"Qwest" refers to "Qwest Corporation."

"Wire Center" For purposes of this Settlement Agreement, a Wire Center is the location of a Qwest local switching facility containing one or more Central Offices as defined in the Appendix to part 36 of chapter 1 of Title 47 of the Code of Federal Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

III. INITIAL COMMISSION-APPROVED WIRE CENTER LIST

Notwithstanding anything that may be to the contrary in the Definitions set forth in Section I and the Methodology set forth in Section V of this Settlement Agreement, the Parties agree the Qwest Wire Centers listed in Attachment A qualify as Non-Impaired Wire Centers at the tier levels and for the facilities noted on Attachment A.

For Wire Centers identified in Attachment A, the Parties agree as follows:

- A. The Joint CLECs agree that, upon the Effective Date of this Settlement Agreement, they will not order Non-Impaired Facilities identified in the Initial Commission-Approved Wire Center List. An order approving this Settlement Agreement is, and will also be recognized by the Parties as, an order approving the non-impairment or tier designations identified in the Initial Commission-Approved Wire Center List.
- B. The Effective Date of Non-Impairment Designations contained in the Initial Commission-Approved Wire Center List is March 11, 2005, with the following exceptions:
 1. **July 8, 2005:** The Effective Date of Non-Impairment Designations filed in 2005 after Qwest's initial February 18, 2005 filing and identified in the final column of Attachment A shall be July 8, 2005.
 2. **Thirty (30) Days After the Effective Date of this Settlement Agreement:** The Effective Date of Non-Impairment Designations for the

Denver East and Colorado Springs Main Wire Centers shall be 30 days following the Effective Date of this Settlement Agreement.

IV. NON-RECURRING CHARGE FOR CONVERSIONS USING THE INITIAL WIRE CENTER LIST AND FOR FUTURE COMMISSION-APPROVED ADDITIONS TO THAT LIST

- A. Qwest will, for at least three (3) years from the Effective Date of this Settlement Agreement, assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service or product under this Settlement Agreement. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.
- B. For purposes of settlement, Qwest will provide a clearly identified lump-sum credit of \$25 per converted facility to those CLECs that have (1) converted Non-Impaired Facilities to a Qwest alternative service before the Effective Date of this Settlement Agreement pursuant to the TRRO and (2) paid a \$50 non-recurring conversion charge. In the event a CLEC has, prior to the Effective Date of this Settlement Agreement, disconnected a converted circuit and, as a result that circuit is no longer in service as of the Effective Date of this Settlement Agreement, Qwest will include that disconnected circuit in the lump-sum credit described above if the CLEC provides: (1) the circuit ID of the disconnected circuit; (2) the BAN number on which the disconnected circuit was billed; and (3) the BAN number to which the CLEC would like the credit applied. Once the CLEC has provided this information, Qwest will provide the reimbursement credit as set forth herein. A CLEC will not be required to provide a copy of the disconnection order as a condition of including the disconnected circuit in the lump sum credit provided under this Paragraph.

- C. The Parties may disagree as to the amount of the applicable non-recurring charge after three years from the Effective Date of this Settlement Agreement, and each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Settlement Agreement precludes a Party from addressing the non-recurring charge after three years from the Effective Date of this Settlement Agreement. A different non-recurring charge will apply only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties.

V. METHODOLOGY

Non-Impaired Facilities, non-impairment or tier designations will be determined using the following methodology:

- A. Business Lines – Business lines shall be counted as follows:
1. Qwest retail business lines shall be determined using the most recently filed unadjusted ARMIS data reported to the FCC. For purposes of future non-impairment designations, Qwest shall follow FCC ARMIS instructions and will record and count retail business lines in precisely the same manner as business access line data is tracked and recorded in the Wire Center level data Qwest uses to develop its statewide ARMIS 43-08 reports filed annually with the FCC, without making any inter-wire center adjustments to this data and without including the same lines in more than one of the categories listed in paragraphs (2) – (4) of this Section V(A).
 2. UNE loops connected to a Wire Center where DS1 & DS3 unbundled loops and DS1 & DS3 Enhanced Extended Loops (“EEL”) are provided to CLECs shall be counted at full capacity (i.e., DS1s will be counted as 24 business lines and DS3s will counted as 672 business lines).
 3. Only Business UNE-P lines will be counted for the Commission-Approved Wire Center List. Business UNE-P lines shall be derived by subtracting the count of listings associated with residential UNE-P from the total number of UNE-P lines.

4. Qwest Platform Plus (“QPP”), Qwest Local Services Platform (“QLSP”), and other similar platform product offerings shall be calculated using actual business line counts for these services.

B. Collocation –

1. A fiber-based collocator is defined as any carrier, unaffiliated with the incumbent LEC (Qwest), that maintains a collocation arrangement in an incumbent LEC (Qwest) Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that:
 - a. terminates at a collocation arrangement within the Wire Center;
 - b. leaves the incumbent LEC’s (Qwest’s) Wire Center premises; and
 - c. is owned by a party other than the incumbent LEC (Qwest) or any affiliate of the incumbent LEC (Qwest), except as set forth in this definition. Dark fiber obtained from an incumbent LEC (Qwest) on an indefeasible right of use basis shall be treated as non-incumbent LEC (non-Qwest) fiber-optic cable. Two or more affiliated fiber-based collocators in a single Wire Center shall collectively be counted as a single fiber-based collocator. For the purposes of this definition, “affiliate” is defined by 47 U.S.C. §153(1) and any relevant interpretation in that title.
2. Before classifying a carrier as a fiber-based collocator in a Qwest filing request pursuant to Section VI for Commission approval of a non-impaired designation, Qwest will:
 - a. Confirm that the carrier meets the criteria contained in the definition of fiber-based collocator in 47 C.F.R. § 51.5 (as reflected in paragraph B(1) and subparts above);
 - b. Conduct a field visit to verify and document the above (2.a.) criteria; and

- c. Validate the criteria against the most recent order and/or billing data.
3. Express fiber will be counted as a functional fiber facility for purposes of identifying a fiber-based collocator, if it meets the definition of fiber-based collocator in 47 C.F.R. §51.5 (as reflected in paragraph B(1) and subparts above). The Joint CLECs agree not to raise the lack of Qwest-provided power when there is traffic over the express fiber as the sole basis to dispute whether express fiber can be counted as a functional fiber facility for purposes of identifying a fiber-based collocator. For the purpose of this Settlement Agreement, “express fiber” means a CLEC-owned fiber placed to the collocation by Qwest that terminates at CLEC-owned equipment in a collocation and draws power from a remote location.
4. Before filing a request pursuant to Section VI for Commission approval of a non-impairment designation, Qwest will send a letter by certified U.S. mail, return receipt requested, to CLECs identified by Qwest as fiber-based collocators, using the contacts identified by each such CLEC for interconnection agreement notices, and inform them that they will be counted by Qwest as fiber-based collocators in Qwest’s filing. The CLEC will have a reasonable opportunity (which Qwest will identify in its letter but which will be no less than ten (10) business days from the CLEC’s confirmed receipt of Qwest’s letter) to provide feedback to this information before Qwest files its request. In the absence of a response by the Qwest-identified collocators, Qwest may rely on the Qwest-identified collocators in its filing. No party shall use the absence of a response from a CLEC collocator as the sole basis for its position.

VI. FUTURE QWEST FILINGS TO REQUEST COMMISSION APPROVAL OF NON-IMPAIRMENT DESIGNATIONS AND ADDITIONS TO THE COMMISSION-APPROVED WIRE CENTER LIST

- A. Qwest may file a request(s) with the Commission to obtain additional Non-Impaired Wire Centers as data supporting such designations become available,

subject to the following conditions:

1. Qwest may request addition of Non-Impaired Wire Centers to the Commission-Approved Wire Center List at any time based solely the number of fiber-based collocators.
 2. Qwest may request addition of Non-Impaired Wire Centers based in whole or part upon line counts at any time up to July 1 of each year, based on prior year line count data.
 3. Notwithstanding the above, Qwest will not request addition of any Non-Impaired Wire Centers until after the 2007 ARMIS filing (using December 2006 line count data).
- B. When requesting additional non-impairment designations, Qwest will use the methodology set forth in Section V above, and will use the most recent data available at the time Qwest submits its proposed non-impairment designations for Commission review. For business line counts, Qwest will use and submit the most recent filed ARMIS (as reported) data available at the time of submission of its request to the Commission.
- C. At least five (5) days prior to filing new non-impairment or tier designations for Commission review, Qwest will request a protective order from the Commission to govern the handling of confidential information during the proceedings. Attached as Attachment E to this Settlement Agreement, is a model protective order. The Parties agree to seek from the individual Commission's approval for a standing protective order based upon the attached model protective order that will apply in future proceedings. Where a Commission adopts a standing protective order, Qwest is not required to submit a request for a new protective order, and CLECs that have signed the protective order are not required to re-sign it for each new Qwest request. A Commission may modify a standing protective order using its standard processes and procedures after Qwest has made its filing.
- D. In order to provide all interested parties adequate notice of the scope of the requested protective order and the anticipated Wire Center update proceeding, Qwest will provide CLECs (Joint CLECs and other potentially affected

Competitive Local Exchange Carriers), including at least the contacts identified by each such carrier for interconnection agreement notices, via its email notification channels, with at least five (5) business days notice prior to filing proposed non-impairment or tier designations for Commission review.

E. Qwest will file supporting data (as outlined below) with the Commission when filing its request to obtain additional non-impairment designations. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective order to CLECs that have signed the applicable protective agreement (or are subject to a standing protective order).

1. If Qwest relies upon Fiber-Based Collocators for its proposed Non-Impairment Designation, the supporting data will include at least the following information:

- a. The name of each fiber-based collocator.
- b. The applicable Qwest Ready for Service date.
- c. The results of any field verification that Qwest undertook to verify the fiber-based collocation, including the field technicians' notes which includes: (1) the Wire Center and state; (2) collocator name; (3) collocation type; (4) fiber type; (5) validation of fiber termination at the fiber-based collocation; (6) validation that fiber exits a Wire Center premises; (7) visual power verification; (8) power verification at Battery Distribution Fuse Bay/Board ("BDFB,") if possible; (9) additional comments from field personnel.
- d. A copy of the letter sent by Qwest to collocator(s) identified by Qwest as fiber-based collocator(s) requesting validation of status as a fiber-based collocator and ownership/responsibility.
- e. Copies of any responses to the letter noted in 1(d) above, including an indication of whether the collocator has affirmatively identified (or disputed) itself as a fiber-based collocator; and
- f. All written correspondence between Qwest and the collocator(s) identified by Qwest as fiber-based collocator(s) regarding the validation of the fiber-

based collocation.

2. If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data will include at least the following information:

a. The latest available ARMIS 43-08 line counts, using the methodology described in Section V(A) of this Agreement and used to create official ARMIS data on file with the FCC.

b. Total wholesale UNE loops shown at the aggregated level for the Wire Center(s) at issue, and by capacity (voice grade, DS1, DS3). This information will also be provided on a disaggregated basis for all CLECs with the CLEC names masked. Qwest will provide to CLEC the masking code information necessary for CLEC to identify its own line count data. Qwest calculations to derive 64-kbps equivalents for high capacity (e.g., DS1 and DS3) loops will also be provided.

c. CLEC line counts based upon QPP or Qwest Local Services Platform (or similar platform product) will be provided on a disaggregated basis for all CLECs with CLEC names masked. Qwest will provide to CLEC the masking code information necessary for CLEC to identify its own line count data.

F. Once Qwest submits its new non-impairment or tier designation filing to request Commission approval, including all of the information identified in Section VI(E) above:

1. A CLEC or any other party will have 30 days from the Filing Date to raise objections to Qwest's request with the Commission.

2. If no objections are filed with the Commission, the Effective Date of the Non-Impairment Designation will be thirty (30) days after the Filing Date, unless the Commission orders otherwise ("Effective Date for Undisputed Designations"). The Parties agree that they will request that the Commission not alter the Effective Date for Undisputed Designations without good cause. If no objections are filed with the Commission, the

Joint CLECs agree that they will not order Non-Impaired Facilities in the Wire Center(s) identified on the applicable Commission-Approved Wire Center List as of fifteen (15) days from the Effective Date of the Non-Impairment Designation.

- a. In the event no objections to Qwest filing are filed with the Commission, the Parties agree that they will, within thirty (30) days of the Effective Date of the Non-Impairment Designations, jointly request an expedited order designating as non-impaired the facilities identified in the Qwest filing, if no order has been received.
 - b. To facilitate the expedited order described in the previous paragraph, the Parties further agree that they will, within thirty (30) days of the Effective Date of Non-Impairment Designations, include a mutually agreed to proposed order designating as non-impaired the facilities identified by Qwest in its filing on the Filing Date as an attachment to the joint request for an expedited order, if no order has been received.
3. If a CLEC or any other party disputes Qwest's proposed non-impairment designations, the Parties agree to ask the Commission to use its best efforts to resolve such dispute within 60 days of the date of the objection.
- a. In the event no objections are filed with respect to some but not all of the non-impairment designations identified by Qwest in a request on the Filing Date, the Parties agree that they will jointly request an expedited order approving the undisputed designations identified in the Qwest filing on the Filing Date, using the process noted in paragraphs 2(a) and 2(b) above.
4. If a CLEC or any other party disputes Qwest's proposed non-impairment designation but Qwest prevails and the Wire Center is added to the Commission-Approved Wire Center List, the Joint CLECs agree they will not order Non-Impaired Facilities in (for loops) and between (for transport) Wire Centers identified on the applicable Commission-

Approved Wire Center List as of fifteen (15) days after the effective date of the Commission order adding it to the Commission-Approved Wire Center List.

5. If a CLEC or any other party disputes Qwest's proposed non-impairment designation and prevails, and it is not added to the Commission-Approved Wire Center List, DS1 and DS3 UNE loop or high capacity transport UNE facilities in (for loops) and between (for transport) such Wire Centers will continue to be treated as UNEs until those facilities are added to a Commission-Approved Wire Center List in a future filing.

G. Length of Transition Period for Additional Non-Impairment Designations.

1. When the Commission approves additional DS1 and DS3 UNE loop or high capacity transport UNE non-impairment designations as described in this Section VI, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the addition to the Commission-approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service pursuant to the terms of the applicable interconnection agreement.
2. When the Commission approves additional Dark Fiber transport non-impairment Designations as described in this Section VI, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-approved Wire Center List to transition the applicable Non-Impaired Facilities, pursuant to the terms of the applicable interconnection agreement to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such a change.

H. Rate During Transition Period for Additional Non-Impairment Designations

1. During the Transition Periods identified in Section VI (G), facilities subject to the transition will be provided at a rate equal to 115% of the UNE rates applicable as of the applicable effective date. The 115% transitional rate for additional Non-Impaired Facilities will be applied to

CLEC bills as a manual adjustment on the following bill cycle. The bill adjustment will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) per Billing Account Number (BAN) with an effective bill date as of the applicable effective date.

2. The non-recurring conversion charge is addressed in Section IV.

VII. OTHER PROVISIONS

A. This Settlement Agreement is the entire agreement between the Parties regarding resolution of the underlying dispute and this Settlement Agreement may be modified only if agreed to in writing, signed by the Parties and approved by the Commission. This Settlement Agreement is not intended to alter or amend the existing interconnection agreements between Qwest and Joint CLECs. To the extent that any term of this Settlement Agreement would affect interconnection agreement terms, interconnection agreement terms will not be dealt with in the Settlement Agreement but will instead be included in filed and approved interconnection agreements or amendments as described in subparagraphs 1-3 of this Section VII(A):

1. Attachments B, C, and D to this Settlement Agreement contain interconnection agreement (“ICA”) provisions regarding issues addressed in this Settlement Agreement. The CLECs that are part of the Joint CLECs are at varying stages of ICA negotiations with Qwest. Qwest and the Joint CLECs agree that the ICA language will be addressed as follows:
 - a. Covad, Integra, POPP.Com, and XO have each executed TRRO ICA amendments with Qwest. Qwest, Covad, Integra, POPP.Com and XO agree to amend their interconnection agreements with Qwest using the amendment terms in Attachment B.
 - b. Eschelon and Qwest have executed a Bridge Agreement and are currently parties to ICA arbitrations. Qwest and Eschelon agree that, in each arbitration, the language in Attachment C will be added as closed (*i.e.*, agreed upon) language to the interconnection

agreement that is submitted in the compliance filing for Commission approval in each state. Inserting this language will not re-open or modify any closed language in the proposed interconnection agreement. Eschelon agrees to add the closed language reflected in Attachment C to the negotiations multi-state interconnection agreement negotiations draft within ten (10) business days of the Effective Date of this Settlement Agreement.

- c. McLeodUSA and TDSM have not agreed to or executed TRRO Amendments to their current ICAs and are in negotiations with Qwest pursuant to Section 252 of the federal Act. The timeframes of Section 252 apply to those interconnection agreement negotiations. Qwest, McLeodUSA and TDSM agree to execute an amendment to their existing ICAs to include the amendment terms in Attachment D. Qwest, McLeodUSA and TDSM reserve their rights as to TRRO and ICA terms not set forth in Attachment D including terms with respect to the rates, terms and backbilling for the time period from March 10, 2006 to the time McLeodUSA and TDSM convert their existing base of Non-Impaired Facilities as well as the consequences for any non-conversion (or "Failure to Convert") after the end of a transition period.
2. Qwest, Covad, Integra, POPP.Com, and XO agree to execute the ICA terms in Attachment B within ten (10) business days of the Effective Date of this Settlement Agreement, and Qwest agrees to file the executed amendments for Commission approval within thirty (30) days of the Effective Date of this Settlement Agreement.
3. McLeodUSA and TDSM agree to execute the ICA terms in Attachment D within ten (10) business days of the Effective Date of this Settlement Agreement, and Qwest agrees to file the executed amendments for Commission approval within thirty (30) days of the Effective Date of this Settlement Agreement.
4. Qwest agrees to make the terms in Exhibits B, C, and D available to other

requesting CLECs for inclusion of one or the other in their interconnection agreements, consistent with Section 252(i) of the Act, as well.

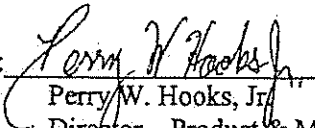
- B. This Settlement Agreement is a settlement of a controversy. No precedent is established by this Settlement Agreement, whether or not approved by Commissions. The Settlement Agreement is made only for settlement purposes and does not represent the position that any Party would take if this matter is not resolved by agreement. This Settlement Agreement may not be used as evidence or for impeachment in any future proceeding before a Commission or any other administrative or judicial body, except for future enforcement of the terms of this Settlement Agreement after approval.
- C. If, prior to approval, any Commission modifies any portion of this Settlement Agreement, the Parties expressly acknowledge that any Party may terminate this Settlement Agreement as to that particular state.
- D. Qwest has entered into ICA Amendments (*See, e.g.*, Section 2.6 of the Qwest-Covad TRRO Amendment; Section 2.8.5 of the Qwest-Integra TRRO Amendment, and Section 2.9.4 of the Qwest-XO TRRO Amendment.) under which Qwest has agreed that facilities previously converted to (or ordered as) non-UNEs based on initial Qwest non-impairment designations will be converted back to UNEs at no charge with corresponding refunds to the CLECs for non-recurring charges and the difference between the applicable non-UNE and UNE recurring rates after a determination that the relevant Wire Center did not meet the FCC's non-impairment criteria. Qwest agrees herein that these provisions and all the conversion and refund terms therein will apply to any of the relevant Joint CLEC's facilities previously designated by Qwest as non-impaired, but not identified as non-impaired in Attachment A to this Settlement Agreement. For any refunds that are due and owing pursuant to such provisions as of the Effective Date of this Settlement Agreement, Qwest will refund the applicable qualifying Joint CLEC no later than sixty (60) days after the Effective Date of this Settlement Agreement.
- E. For those non-impairment designations that have an effective date of July 8, 2005 under this Settlement Agreement, CLECs that have already been back-billed to March 11, 2005 for those facilities shall receive from Qwest a lump sum credit equal to the amount back-billed

specifically for the period from March 11, 2005 to July 8, 2005.

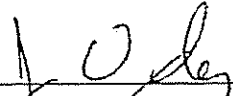
**MULTI-STATE
SETTLEMENT AGREEMENT REGARDING
WIRE CENTER DESIGNATIONS AND RELATED ISSUES**

Dated this 20th day of June, 2007.

Qwest Corporation

By: 
Perry W. Hooks, Jr.
Director - Product & Marketing
1801 California Street, Suite 2150
Denver, CO 80202

Eschelon


By:  _____

J. Jeffery Oxley
EVP, General Counsel, Secretary
Eschelon Telecom, Inc.
730 Second Avenue S., Suite 900
Minneapolis, MN 55402

**MULTI-STATE
SETTLEMENT AGREEMENT REGARDING
WIRE CENTER DESIGNATIONS AND RELATED ISSUES**

Dated this 13th day of June, 2007.

McLeodUSA Telecommunications Services, Inc.



William A. Haas
Vice President & Deputy General Counsel
1 Martha's Way
Hiawatha, Iowa 52233
(319) 790-7295

TRRO - Non-impaired Wire Centers

State	Wire center	CLLI Code	Non-impairment Classification	Non-impaired Elements	Date	
AZ	McClintock	TEMPAZMC	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Mesa	MESAAZMA	Tier 2	DS3 Transport	11-Mar-05	
	Phoenix East	PHNXAZE	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Phoenix Main	PHNXAZMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Phoenix North	PHNXAZNO	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Phoenix Northeast	PHNXAZNE	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Scottsdale Main	SCDLAZMA	Tier 2	DS3 Transport	11-Mar-05	
	Tempe	TEMPAZMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Thunderbird	SCDLAZTH	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Tucson Main	TCSNAZMA	Tier 2	DS3 Transport	11-Mar-05	
	Aberdeen	ENWDCOAB	Tier 2	DS3 Transport	11-Mar-05	
	Arvada	ARVDCOMA	Tier 2	DS3 Transport	11-Mar-05	
	Aurora	AURRCOMA	Tier 2	DS3 Transport	11-Mar-05	
	Boulder	BLDRCOMA	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Capitol Hill	DNVRCOCH	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	CO	Colorado Springs Main	CLSPCOMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05, DS3-L 30+ED
		Curtis Park	DNVRCOCP	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Denver East	DNVRCOEA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	Tier 1 - 11-Mar-05, DS3-L 30+ED	
	Denver Main	DNVRCOMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Denver South	DNVRCOSO	Tier 2	DS3 Transport	11-Mar-05	
	Denver Southeast	DNVRCOSE	Tier 2	DS3 Transport	8-Jul-05	
	Dry Creek	DNVRCODC	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Lakewood	LKWDCOMA	Tier 2	DS3 Transport	8-Jul-05	
	Northglenn	NGLNCOMA	Tier 2	DS3 Transport	8-Jul-05	
	Pikeview	CLSPCOPV	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05	
	Sullivan	DNVRCOSL	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05	
MN	Crystal	CRYSMNCR	Tier 2	DS3 Transport	11-Mar-05	
	Eagan-Lexington	EAGNMNLB	Tier 2	DS3 Transport	11-Mar-05	
	Eden Prairie	EDPRMNEP	Tier 2	DS3 Transport	8-Jul-05	
	Maplewood	MPWDMNMA	Tier 2	DS3 Transport	11-Mar-05	
	St. Paul Market	STPLMNMK	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05	
	Mpls 7th Av.	MPLSMN07	Tier 2	DS3 Transport	11-Mar-05	
	Mpls Downtown	MPLSMNDT	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05	
	Normandale	BLTNMNNO	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 - 8-Jul-05	
	Orchard	GLVYMNOR	Tier 1	DS1 and DS3 Transport	11-Mar-05	
	Rochester	ROCHMNRO	Tier 2	DS3 Transport	11-Mar-05	
	St. Cloud	STCDMNTO	Tier 2	DS3 Transport	11-Mar-05	
	Fargo/Moorhead (ND & Mir)	FARGNDBC	Tier 2	DS3 Transport	11-Mar-05	

OR	Bend	BENDOR24	Tier 2	DS3 Transport	11-Mar-05
	Eugene 10th Av.	EUGNOR53	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Medford	MDFDOR33	Tier 2	DS3 Transport	11-Mar-05
	Portland Alpine	PTLDOR11	Tier 2	DS3 Transport	11-Mar-05
	Portland Belmont	PTLDOR13	Tier 2	DS3 Transport	11-Mar-05
	Portland Capitol	PTLDOR69	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Salem Main	SALMOR58	Tier 1	DS1 and DS3 Transport	11-Mar-05
UT	Murray	MRRYUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Ogden Main	OGDNUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Provo	PROVUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Salt Lake City Main	SLKCUOTMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Salt Lake City South	SLKCUOTSO	Tier 1	DS1 and DS3 Transport	Tier 1 - 8-Jul-05
	Salt Lake City West	SLKCUOTWE	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 8-Jul-05
WA	Bellevue Glencourt	BLLVWAGL	Tier 2	DS1 and DS3 Transport	11-Mar-05
	Belleview Sherwood	BLLVWASH	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Kent O'Brien	KENTWAOB	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Olympia Whitehall	OLYMWA02	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Atwater	STTLWA05	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Campus	STTLWACA	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Cherry	STTLWACH	Tier 2	DS3 Transport	11-Mar-05
	Seattle Durmwarish	STTLWADU	Tier 2	DS3 Transport	8-Jul-05
	Seattle East	STTLWA03	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Elliott	STTLWAEI	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Main	STTLWA06	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Spokane Riverside	SPKNWA01	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Tacoma Fawcett	TACMWAFA	Tier 2	DS3 Transport	11-Mar-05

NOTES:

DS1 Transport circuits provided by Qwest that originate in a "Tier 1" wire center and terminate in a "Tier 1" wire center are considered non-impaired.

DS3 Transport circuits provided by Qwest that originate in a "Tier 1" or "Tier 2" wire center and terminate in a "Tier 1" or "Tier 2" wire center are considered non-impaired.

DS1 loops provided by Qwest that reside in a wire center classified as "DS1 Loops" are considered to be non-impaired.

DS3 loops provided by Qwest that reside in a wire center classified as "DS3 Loops" are considered to be non-impaired.

30 days + ED = 30 days after Commission Order approving Settlement Agreement with Attachment A

ATTACHMENT B
Triennial Review Remand Order ("TRRO") Wire Center Amendment
to the Interconnection Agreement between
Qwest Corporation and
[insert CLEC] for the State of [insert State]

This is an Amendment ("Amendment") to reflect the results of certain Wire Center Dockets in the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and [insert CLEC] ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to as the "Agreement") for services in the state of [insert state] which was approved by the [enter state commission] Commission ("Commission") on [insert date] as referenced in Docket No. [insert docket number]; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147 (effective October 2, 2003) ("TRO"); and, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (effective March 11, 2005) (Triennial Review Remand Order) (FCC 04-290) ("TRRO"); and

WHEREAS the Parties executed an amendment to the Agreement incorporating terms of the TRRO on [insert date] ("TRRO Amendment"); and

WHEREAS, on or about February 15, 2006, certain CLECs (collectively referred to as "Joint CLECs"), including in some states CLEC, filed requests with the state commissions in Arizona, Colorado, Minnesota, Oregon, and Utah asking that the state commissions, in accordance with the TRRO, develop and approve a list of non-impaired wire centers and a process for future updates of the wire center list; and

WHEREAS, the aforementioned state Commissions opened the following dockets in response to these filings: Arizona (Docket Nos. T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (Docket No. UM 1251), and Utah (Docket No. 06-049-40);

WHEREAS, the Washington Utilities and Transportation Commission (WUTC) investigated Qwest's initial non-impairment list in an existing docket (number UT-053025) established to review the impacts of the TRRO on local competition; and

WHEREAS, on March 3, 2006, Qwest also petitioned for a Commission investigation and expedited proceeding to verify Qwest wire center data, address the nonrecurring conversion charge, establish a process for future updates of the wire center list, address related issues; and bind all CLECs; and

WHEREAS, the Parties wish to amend the Agreement to reflect certain terms resulting from the publicly filed settlement of issues in the Wire Center Dockets ("Settlement Agreement") and agree to do so under the terms and conditions contained in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms

I.0 DEFINITIONS

The Agreement, including specifically Section 1.0 (Definitions) of the TRRO Amendment to the Agreement, is amended to add the following definitions:

"Commission-Approved Wire Center List" means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"Non-Impaired Wire Center" is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3) and that is identified on a Commission-Approved Wire Center List.

STATE SPECIFIC - ARIZONA

"Wire Center Docket" means Commission Docket Nos. T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091 entitled "In the Matter of the Application of DIECA Communications DBA Covad Communications Company, Eschelon Telecom of Arizona, Inc., McLeodUSA Telecommunications Services, Inc., Mountain Telecommunications, Inc., XO Communications Services, Inc. and Qwest Corporation Request for Commission

Process to Address Key UNE Issues Arising from Triennial Review Remand Order, Including Approval of Qwest Wire Center Lists. (AZ Wire Centers)," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - COLORADO

"Wire Center Docket" means Commission Docket No. 06M-080T entitled "In The Matter Of The Joint Competitive Local Exchange Carriers' Request Regarding The Status Of Impairment In Qwest Corporation's Wire Centers And The Applicability Of The Federal Communications Commission's Triennial Review Remand Order," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - MINNESOTA

"Wire Center Docket" means Commission Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211 entitled "In the Matter of CLECS' Request for Commission Approval of ILEC Wire Center Impairment Analysis." and P-5692, 5340, 5643, 5323, 465, 6422/M-06-685 entitled "In the Matter of a Commission Investigation Identifying Wire Centers in Which Qwest Corporation Must Offer High-Capacity Loops or Transport UNEs at Cost-Based Rates," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - OREGON

"Wire Center Docket" means Commission Docket No. UM 1251 entitled "In the Matter of COVAD COMMUNICATIONS COM-PANY; ESCHELON TELECOM OF OREGON, INC.; INTEGRA TELECOM OF OREGON, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.; And XO COMMUNICATIONS SERVICES, INC. Request for Commission Approval of Non-Impairment Wire Center List," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - UTAH

"Wire Center Docket" means Commission Docket No. 06-049-40 entitled "In the Matter of the Investigation into Qwest Wire Center Data," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - WASHINGTON

"Wire Center Docket" means Commission Docket No. UT-053025 entitled "In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's

Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State,” and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved wire center list, and the Commission approves addition of wire center(s) to the list.

2.0 Unbundled Network Elements (UNE) General

The Agreement, including specifically Section 2.0 (Unbundled Network Elements General) of the TRRO Amendment to the Agreement, is amended as follows:

2.0.A Whether a high capacity loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and updating the Commission-Approved Wire Center List. For Non-Impaired Facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions to the initial Commission-Approved Wire Center List, see Section 2.0.F of this Amendment.

2.0.A.1 Section 2.3 of the TRRO Amendment is hereby replaced with the following language in these Sections 2.3, 2.3.1 and 2.3.2:

For Covad:

“2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005 (except as provided in Sections 2.3.1 and 2.3.2 below), for the time period for which the facilities were in place for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.10.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

For Integra and POPP.Com:

“2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005 (except as provided in Sections 2.3.1 and 2.3.2 below), for the time period for which the facilities were in place for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties.

For XO:

"2.3 After execution of this Amendment, Qwest shall back bill the FCC ordered rate increases to March 11, 2005 (except as provided in Sections 2.3.1 and 2.3.2 below), for the time period for which the facilities were in place for existing Non-Impaired DS1 Loop and Transport, DS3 Loop and Transport, Dark Fiber Loop and Transport and Mass Market Switching Services pursuant to Transition rate increases identified in Sections 3.1.1.2, 3.1.2.2, 3.1.5.1, 4.1.1.2, 4.1.2.2, 4.1.7.1.2 and 5.1.1.3. Such back billing shall not be subject to billing measurements and penalties. Such back billed amounts shall appear on the Charges and Credits section of the invoice and those amounts shall not be subject to billing measurements, interest or penalties. Payment for the back billed amounts will be due thirty (30) days after the date of the invoice containing such back billed amounts in the Charges and Credits section.

2.3.1 July 8, 2005: The Effective Date of Non-Impairment Designations filed in 2005 after Qwest's initial February 18, 2005 filing and identified in the final column of Attachment A shall be July 8, 2005.

2.3.2 Thirty (30) Days After the Effective Date of the Settlement Agreement in the Wire Center Docket: The Effective Date of Non-Impairment Designations for the Denver East and Colorado Springs Main Wire Centers shall be 30 days following the Effective Date of the Commission order approving the Settlement Agreement in the Wire Center Docket."

2.0.B Upon receiving a request for access to a high capacity loop or high capacity transport UNE pursuant to Section 2.0 of the TRRO Amendment, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 2.0.A, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 2.0.F. For changes of law, the Parties agree that the change of law provisions contained in the interconnection agreement between the Parties will apply.

2.0.C Intentionally Left Blank.

2.0.D For high capacity loops and high capacity transport UNEs, Qwest will for a period of at least three (3) years from the effective date of a Commission order approving the Settlement Agreement in a Wire Center Docket, assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service arrangement, as shown in Exhibit A to this Amendment. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing

cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

2.0.D.1 The Parties may disagree as to the amount of the applicable non-recurring charge after three years from the Effective Date of the Settlement Agreement, and each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Agreement precludes a Party from addressing charges after three years from the Effective Date of the Settlement Agreement. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties and reflected in an amendment to the Agreement.

2.0.E For high capacity loops and high capacity transport UNEs, Qwest will also provide a clearly identified lump sum credit of \$25 per converted facility to CLEC, if CLEC has converted Non-Impaired Facilities pursuant to the TRRO before the effective date of a Commission order approving the Settlement Agreement in the Wire Center Docket and paid a \$50 non-recurring conversion charge. Qwest will include that disconnected circuit in the lump-sum credit described above if the CLEC provides: (1) the circuit ID of the disconnected circuit; (2) the BAN number on which the disconnected circuit was billed; and (3) the BAN number to which the CLEC would like the credit applied. Once the CLEC has provided this information, Qwest will provide the reimbursement credit as set forth herein. A CLEC will not be required to provide a copy of the disconnection order as a condition of including the disconnected circuit in the lump sum credit provided under this Paragraph.

2.0.F Additional Non-Impaired Wire Centers. When Qwest files a request(s) to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in the Agreement and the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, the terms of this Section will apply to facilities subject to the transition based on the addition(s) to the Commission-Approved Wire Center List. Fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

2.0.F.1 Length of Transition Period for Additional Non-Impairment Designations.

2.0.F.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.0.F, CLEC will have ninety

(90) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.0.F.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.0.F, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition to an alternative arrangement. Qwest and CLEC will work together to identify those circuits impacted by such a change.

Integra (§2.8.4), POPP.Com (§2.8.4) and Covad (§2.5.4):

2.0.F.1.2.1 In addition to the changes required by Paragraph 2.0.F above, the last sentence of the paragraph entitled "Additional Non-Impaired Wire Centers" of the TRRO Amendment is hereby modified to refer to back billing to the ninety-first (91st) Day "for additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations" and to add "and the one-hundred and eighty first (181st) Day for additional Dark Fiber transport non-impairment designations."

Integra (2.8.4):

2.0.F.1.2.2 The Parties specifically agree that the fifth (5th) sentence in Paragraph 2.8.4 of Integra's TRRO Amendment will remain in full force and effect. That sentence states: "If CLEC makes a commercially reasonable best effort to transition such services and if extraordinary circumstances arise the Parties agree to discuss an alternate time frame."

2.0.F.2 Rate During Transition Period for Additional Non-Impairment Designations.

2.0.F.2.1 For a ninety (90) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.2 For a one-hundred and eighty (180) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.3 The 115% rate described in Sections 2.0.F.2.1 and 2.0.F.2.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.4 The non-recurring conversion charge is addressed in Section 2.0.D of this Amendment.

2.0.F.3 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

2.0.F.3.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

2.0.F.3.2. If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

2.0.F.4 Methodology. The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

For Covad:

2.0.G Section 2.6 is modified to add the following subpart:

"2.6.1 For any refunds that are due and owing pursuant to Section 2.6, Qwest will refund the applicable qualifying Joint CLEC no later than sixty (60) days after the Effective Date of the Settlement Agreement in the Wire Center Docket.

For Integra and POPP.Com:

2.0.G Section 2.8.5 is modified to add the following subpart:

"2.8.5.1 For any refunds that are due and owing pursuant to Section 2.8.5, Qwest will refund the applicable qualifying Joint CLEC no later than sixty (60) days after the Effective Date of the Settlement Agreement in the Wire Center Docket.

For XO:

2.0.G Section 2.9.4 is modified to add the following subpart:

"2.9.4.1 For any refunds that are due and owing pursuant to Section 2.9.4, Qwest will refund the applicable qualifying Joint CLEC no later than sixty (60) days after the Effective Date of the Settlement Agreement in the Wire Center Docket.

II. Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

III. Further Amendments

The provisions of this Amendment apply notwithstanding anything in the TRRO Amendment that may be to the contrary. Except as modified herein, the provisions of the Agreement, including the TRRO Amendment, shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

IV. Entire Agreement

Other than the publicly filed Agreement, its Amendments, and the publicly filed Settlement Agreement in the Wire Center Docket, Qwest and CLEC have no agreement or understanding, written or oral, relating to the subject of this Amendment. The publicly filed Settlement Agreement in the Wire Center Docket is not intended to alter or amend the Agreement.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Signature Blocks

**ATTACHMENT C to
Triennial Review Remand Order (“TRRO”) Wire Center
Multi-State Settlement Agreement**

ATTACHMENT C & MULTI-STATE DRAFT

For insertion in Section 4 (“Definitions”) in alphabetical order, with gray shading indicating state-specific language (to be inserted as applicable per each state):

“Commission-Approved Wire Center List” means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

“Non-Impaired Facilities” are those network elements identified in an applicable FCC order as no longer available as unbundled network elements (“UNEs”) under 47 U.S.C. §251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

STATE SPECIFIC - ARIZONA

“Wire Center Docket” means Commission Docket Nos.T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091 entitled “In the Matter of the Application of DIECA Communications DBA Covad Communications Company, Eschelon Telecom of Arizona, Inc., McLeodUSA Telecommunications Services, Inc., Mountain Telecommunications, Inc., XO Communications Services, Inc. and Qwest Corporation Request for Commission Process to Address Key UNE Issues Arising from Triennial Review Remand Order, Including Approval of Qwest Wire Center Lists. (AZ Wire Centers),” and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - COLORADO

“Wire Center Docket” means Commission Docket No. 06M-080T entitled “In The Matter Of The Joint Competitive Local Exchange Carriers’ Request Regarding The Status Of Impairment In Qwest Corporation’s Wire Centers And The Applicability Of The Federal Communications Commission’s Triennial Review Remand Order,” and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - MINNESOTA

"Wire Center Docket" means Commission Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211 entitled "In the Matter of CLECS' Request for Commission Approval of ILEC Wire Center Impairment Analysis." and P-5692, 5340, 5643, 5323, 465, 6422/M-06-685 entitled "In the Matter of a Commission Investigation Identifying Wire Centers in Which Qwest Corporation Must Offer High-Capacity Loops or Transport UNEs at Cost-Based Rates," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - OREGON

"Wire Center Docket" means Commission Docket No. UM 1251 entitled "In the Matter of COVAD COMMUNICATIONS COM-PANY; ESCHELON TELECOM OF OREGON, INC.; INTEGRA TELECOM OF OREGON, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.; and XO COMMUNICATIONS SERVICES, INC. Request for Commission Approval of Non-Impairment Wire Center List," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - UTAH

"Wire Center Docket" means Commission Docket No. 06-049-40 entitled "In the Matter of the Investigation into Qwest Wire Center Data," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - WASHINGTON

"Wire Center Docket" means Commission Docket No. UT-053025 entitled "In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-approved wire center list, and the Commission approves addition of wire center(s) to the list.

SECTIONS 9.1.13 – 9.1.15 - For insertion in Section 9 ("UNEs"), in the location indicated by section number:

9.1.13 To submit an order to obtain a High Capacity Loop or high capacity

transport UNEs, CLEC must undertake a reasonably diligent inquiry and, based on that inquiry, self-certify that, to the best of its knowledge, its request is consistent with the requirements discussed in parts IV, V, and VI of the Triennial Review Remand Order as reflected in this Agreement and that it is therefore entitled to unbundled access to the particular Unbundled Network Elements sought pursuant to section 251(c)(3). Before placing the first such order under this Agreement, CLEC shall provide its self-certification through a letter sent to Qwest, or in another form to which the Parties mutually agree in writing. The applicable UNE rate(s) in Exhibit A will apply to UNEs and UNE Combinations.

9.1.13.1 CLEC will maintain appropriate records to support the self-certification described in Section 9.1.13. See Section 9.23.4 for Service Eligibility Criteria for High Capacity EELs.

9.1.13.2 Qwest has a limited right to audit compliance with the Service Eligibility Criteria for High Capacity EELs, as described in Section 9.23.4.3. Notwithstanding any other provision of this Agreement, there is no other auditing requirement for self-certification, as CLEC certifies only to the best of its knowledge.

9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and requests for additions to the Commission-Approved Wire Center List. For non-impaired facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. CLEC will transition such UNEs impacted by the Commission-Approved Wire Center List as described in Section 9.1.14.

9.1.13.4 Upon receiving a request for access to a High Capacity Loop or high capacity transport UNE pursuant to Section 9.1.13, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the information in the self-certification letter through remarks in the service request, or through other means) for any such facility on non-impairment grounds, unless the Parties agree otherwise in an amendment to this Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 9.1.13.3, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. Regarding changes in law, see Section 2.2.

9.1.13.4.1 To the extent that Qwest seeks to challenge access to any such UNE(s), it subsequently can raise that issue through the Dispute resolution procedures in Section 5.18 of this Agreement. Regarding Service Eligibility Criteria for High Capacity EELs, see Sections 9.23.4.2.1.3 and 9.23.4.3.

9.1.13.4.1.1 If Qwest seeks to challenge any such UNEs, it will provide written notice to CLEC of its request for Dispute resolution.

9.1.13.4.1.2 If Qwest seeks to challenge any such UNEs, it will also provide CLEC with data to support its claim.

9.1.13.4.1.2.1 For Wire Centers: This may, in some cases, be limited to providing a copy of a Commission Approved Wire Center List, while in other cases the data may be more extensive (such as data that allows CLEC to identify the disputed circuits and other data upon which Qwest relies). In the event of such a dispute, CLEC will also provide Qwest the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2 For Caps:

9.1.13.4.1.2.2.1 With respect to disputes regarding the caps described in Sections 9.2 and 9.6.2.3, data that allows CLEC to identify all CLEC circuits relating to the applicable Route or Building [including if available circuit identification (ID), installation purchase order number (PON), Local Service Request identification (LSR ID), Customer Name/Service Name, installation date, and service address including location (LOC) information (except any of the above, if it requires a significant manual search), or such other information to which the Parties agree]. In the event of such a dispute, CLEC will also provide Qwest the data upon which it relies for its position that CLEC may access the UNE.

9.1.13.4.1.2.2.2 Notwithstanding anything in this Section 9.1.13.4 that may be to the contrary, to the extent that Qwest challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3 because CLEC has ordered more than ten UNE DS1 Loops or more than the applicable number of DS3 Loop circuits or UDIT circuits in excess of the applicable cap on a single LSR (or a set of LSRs submitted at the same time for the same address for which CLEC populates the related PON field to indicate the LSRs are related), Eschelon does not object to Qwest rejecting that

single LSR (or the set of LSRs that meets the preceding description) on that basis. The means by which Qwest will implement rejection of such orders is addressed in Section 9.1.13. Except as provided in this Section 9.1.13.4.1.2.2.2, in all other situations when Qwest challenges access to any UNE(s) on the basis that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 or 9.6.2.3, Qwest must immediately process the request and subsequently proceed with the challenge as described in Section 9.1.13.4.1.

9.1.13.5 If the Parties agree or it is determined through Dispute resolution that CLEC was not entitled to unbundled access to a particular UNE that is not subject to one of the transition periods described in Section 9.1.14, or the transition period has ended, CLEC will place an order within thirty (30) Days to either disconnect the UNE or convert such UNE to an alternative service arrangement. Back billing for the difference between the rates for UNEs and rates for the Qwest alternative service arrangements will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable.

9.1.13.5.1 With respect to the caps described in Sections 9.2 and 9.6.2.3, the back billing period described in Section 9.1.13.5 will apply no earlier than the later of: (1) the installation date; or (2) the effective date of the TRO or TRRO, whichever is applicable; unless the Parties agree to a different date or a different date is determined through Dispute resolution.

9.1.13.5.2 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.13.5.2.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.14 Transition periods. A transition period allows CLEC to transition away from use of UNEs where they are not impaired. The transition plans described in this Section apply only to the embedded End User Customer base. During the applicable transition period, CLEC will retain access to the UNE at the terms described in this Section.

9.1.14.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.1.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to March 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.2 For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

9.1.14.2.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, Qwest shall back bill CLEC for such rate adjustment for the time period for which the facilities were in place between March 11, 2005 to September 10, 2006. Such back billing shall not be subject to billing measurements and penalties (as identified in this Agreement) on the grounds that such back billing was not implemented earlier than ninety (90) Days after approval of this Agreement.

9.1.14.3 Bridge Period from March 11, 2006 until Effective Date of this Agreement.

9.1.14.3.1 Within ninety (90) Days of Commission approval of this Agreement, notwithstanding any other provision in this Agreement, for the period from March 11, 2006 until the Effective Date of this Agreement, Qwest shall back bill retroactive to March

11, 2006 (or a later date, if a UNE became unavailable after that date) for the time period for which the facilities were in place and CLEC agrees to pay Qwest pursuant to this Agreement the difference between the UNE rate(s) and the applicable alternate service rate(s) (such as Special Access Service rate(s)) on all Loop and transport UNEs that were no longer required to be offered by Qwest as UNEs beginning March 11, 2006.

9.1.14.4 Additional Non-Impaired Wire Centers. When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, the terms of this Section will apply to facilities subject to the transition based on any addition(s) to the Commission-Approved Wire Center List. Fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

9.1.14.4.1 Transition Periods for additions to the Commission-Approved Wire Center List.

9.1.14.4.1.1 For a ninety (90) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.2 For a one-hundred and eighty (180) Day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.1.3 The 115% rate described in Sections 9.1.14.4.1.1 and 9.1.14.4.1.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

9.1.14.4.2 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

9.1.14.4.2.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.2.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

9.1.14.4.3 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

9.1.14.5 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 and 9.6.2.3, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements.

9.1.14.6 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum

credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.14.6.1 The Parties disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15 If CLEC has not converted or disconnected a UNE facility that the Parties agree, or it is determined in Dispute resolution that the facility, should be converted or disconnected by the end of the applicable transition period described in Sections 9.13 and 9.14, Qwest will convert facilities to month-to-month service arrangements in Qwest's FCC No. 1 Tariff or, for Dark Fiber facilities, begin the disconnect process after reasonable notice to CLEC sufficiently identifying the Dark Fiber facility(ies) to be disconnected. If such a facility is disconnected, the applicable disconnection charge in Exhibit A, if any, will apply. Qwest and CLEC will work together to identify impacted facilities.

9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data to enable CLEC to identify and agree upon any impacted facility(ies). If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

9.1.15.2 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the terms and conditions of this Section 9.1.15.2 will apply.

9.1.15.2.1 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

9.1.15.2.1.1 The Parties may disagree as to the amount of the applicable non-recurring charge after the three-year period identified in this Section. Each Party reserves all of its rights with respect to the amount of the charges after that date. Nothing in this Agreement precludes a Party from addressing the non-recurring charge after that three-year period. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties, and reflected in an amendment to this Agreement (pursuant to Section 2.2 and/or Section 5.30).

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary operational procedures to ensure Customer service quality is not affected by conversions.

ATTACHMENT D
Triennial Review Remand Order ("TRRO") Wire Center Amendment
to the Interconnection Agreement between
Qwest Corporation and
[insert CLEC] for the State of [insert State]

This is an Amendment ("Amendment") to reflect the results of certain Wire Center Dockets in the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and [insert CLEC] ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties."

RECITALS

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to as the "Agreement") for services in the state of [insert state] which was approved by the [enter state commission] Commission ("Commission") on [insert date] as referenced in Docket No. [insert docket number]; and

WHEREAS, the Federal Communications Commission ("FCC") issued its Report and Order, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147 (effective October 2, 2003) ("TRO"); and, on February 4, 2005, the FCC released the *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Order on Remand* (effective March 11, 2005) (Triennial Review Remand Order) (FCC 04-290) ("TRRO"); and

WHEREAS the Parties are in negotiations regarding interconnection agreement language addressing terms of the TRRO; and

WHEREAS, on or about February 15, 2006, certain CLECs (collectively referred to as "Joint CLECs"), including in some states CLEC, filed requests with the state commissions in Arizona, Colorado, Minnesota, Oregon, and Utah asking that the state commissions, in accordance with the TRRO, develop and approve a list of non-impaired wire centers and a process for future updates of the wire center list; and

WHEREAS, the aforementioned state Commissions opened the following dockets in response to these filings: Arizona (Docket Nos. T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (Docket No. UM 1251), and Utah (Docket No. 06-049-40);

WHEREAS, the Washington Utilities and Transportation Commission (WUTC) investigated Qwest's initial non-impairment list in an existing docket (number UT-053025) established to review the impacts of the TRRO on local competition; and

WHEREAS, on March 3, 2006, Qwest also petitioned for a Commission investigation and expedited proceeding to verify Qwest wire center data, address the nonrecurring conversion charge, establish a process for future updates of the wire center list, address related issues; and bind all CLECs; and

WHEREAS, the Parties wish to amend the Agreement to reflect certain terms resulting from the publicly filed settlement of issues in the Wire Center Dockets ("Settlement Agreement") and agree to do so under the terms and conditions contained in this Amendment.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms

I.0 DEFINITIONS

The following definitions apply for purposes of this Amendment:

"Commission-Approved Wire Center List" means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies non-impairment designations based on Wire Center Tier Designation(s).

"Non-Impaired Facilities" are those network elements identified in an applicable FCC order as no longer available as unbundled network elements ("UNEs") under 47 U.S.C. § 251(c)(3) as reflected in this Agreement based on non-impairment or tier designations and that have been reviewed and approved by the Commission using the process and methodology ordered in a Wire Center Docket.

"Non-Impaired Wire Center" is a Wire Center that the Commission finds meets the loop thresholds identified in CFR 47 §51.319(a)(4)(i) for DS1 Loops, or the loop thresholds identified in CFR 47 §51.319(a)(5)(i) for DS3 Loops, or the Tier 1 or Tier 2 Wire Centers designations as defined in §51.319(e)(3) and that is identified on a Commission-Approved Wire Center List.

STATE SPECIFIC - ARIZONA

"Wire Center Docket" means Commission Docket Nos. T-03632A-06-0091; T-03267A-06-0091; T-04302A-06-0091; T-03406A-06-0091; T-03432A-06-0091; and T-01051B-06-0091 entitled "In the Matter of the Application of DIECA Communications DBA Covad Communications Company, Eschelon Telecom of Arizona, Inc., McLeodUSA Telecommunications Services, Inc., Mountain Telecommunications, Inc., XO Communications Services, Inc. and Qwest Corporation Request for Commission Process to Address Key UNE Issues Arising from Triennial Review Remand Order, Including Approval of Qwest Wire Center Lists. (AZ Wire Centers)," and any successor

or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - COLORADO

"Wire Center Docket" means Commission Docket No. 06M-080T entitled "In The Matter Of The Joint Competitive Local Exchange Carriers' Request Regarding The Status Of Impairment In Qwest Corporation's Wire Centers And The Applicability Of The Federal Communications Commission's Triennial Review Remand Order," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - MINNESOTA

"Wire Center Docket" means Commission Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211 entitled "In the Matter of CLECS' Request for Commission Approval of ILEC Wire Center Impairment Analysis." and P-5692, 5340, 5643, 5323, 465, 6422/M-06-685 entitled "In the Matter of a Commission Investigation Identifying Wire Centers in Which Qwest Corporation Must Offer High-Capacity Loops or Transport UNEs at Cost-Based Rates," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - OREGON

"Wire Center Docket" means Commission Docket No. UM 1251 entitled "In the Matter of COVAD COMMUNICATIONS COM-PANY; ESCHELON TELECOM OF OREGON, INC.; INTEGRA TELECOM OF OREGON, INC.; MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.; And XO COMMUNICATIONS SERVICES, INC. Request for Commission Approval of Non-Impairment Wire Center List," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - UTAH

"Wire Center Docket" means Commission Docket No. 06-049-40 entitled "In the Matter of the Investigation into Qwest Wire Center Data," and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved Wire Center List, and the Commission approves addition of wire center(s) to the list.

STATE SPECIFIC - WASHINGTON

"Wire Center Docket" means Commission Docket No. UT-053025 entitled "In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State," and any successor or separate Commission docket in which

Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-Approved wire center list, and the Commission approves addition of wire center(s) to the list.

2.0 Unbundled Network Elements (UNE) General

The Agreement is amended as follows:

2.0.A Whether a high capacity loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to exchange of data and Confidential Information and updating the Commission-Approved Wire Center List. For Non-Impaired Facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions to the initial Commission-Approved Wire Center List, see Section 2.0.F of this Amendment.

2.0.A.1 Effective Dates.

2.0.A.1.1 **July 8, 2005**: The Effective Date of Non-Impairment Designations filed in 2005 after Qwest's initial February 18, 2005 filing and identified in the final column of Attachment A shall be July 8, 2005.

2.0.A.1.2 **Thirty (30) Days After the Effective Date of the Settlement Agreement in the Wire Center Docket**: The Effective Date of Non-Impairment Designations for the Denver East and Colorado Springs Main Wire Centers shall be 30 days following the Effective Date of the Commission order approving the Settlement Agreement in the Wire Center Docket.

2.0.A.2 Transition periods. A transition period allows CLEC to transition away from use of UNEs where they are not impaired. The transition plans described in this Section apply only to the embedded End User Customer base. During the applicable transition period, CLEC will retain access to the UNE at the terms described in this Section.

2.0.A.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has

established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

2.0.A.2.2 For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date shall be available for lease from Qwest at a rate equal to the higher of (1) 115% of the rate CLEC paid for the element on June 15, 2004, or (2) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that element.

2.0.A.2.3 For Non-Impaired Facilities identified using the initial Commission-Approved Wire Center List, CLEC will convert such Non-Impaired Facilities according to the timeframes identified in this Section 2.0.A.2.3. Qwest and CLEC will work together to identify those circuits impacted by such a change.

2.0.A.2.3.1 When the Commission has approved additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.0.A for the initial Commission-Approved Wire Center List, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the initial Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.0.A.2.3.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.0.A for the initial Commission-Approved Wire Center List, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the initial Commission-Approved Wire Center List to transition to an alternative arrangement.

2.0.B Upon receiving a request for access to a high capacity loop or high capacity transport UNE, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system edit, or by requiring affirmation of the self-certification letter information through remarks in the service request, or through other means) for any such facility, unless the Parties agree otherwise in an amendment to the Agreement. Regarding ordering with respect to the initial Commission-Approved Wire Center List, see Section 2.0.A, and regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 2.0.F. For changes of law, the Parties agree that the change of law provisions contained in the Agreement will apply.

2.0.C Intentionally Left Blank.

2.0.D For high capacity loops and high capacity transport UNEs, Qwest will for a period of at least three (3) years from the effective date of a Commission order approving the Settlement Agreement in a Wire Center Docket, assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service arrangement, as shown in Exhibit A to this Amendment. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable. Qwest shall not impose any recurring or nonrecurring OSS charges unless and until the Commission authorizes Qwest to impose such charges and/or approves applicable rates at the completion of appropriate cost docket proceedings.

2.0.D.1 The Parties may disagree as to the amount of the applicable non-recurring charge after three years from the Effective Date of the Settlement Agreement, and each Party reserves all of its rights with respect to the amount of charges after that date. Nothing in this Agreement precludes a Party from addressing charges after three years from the Effective Date of the Settlement Agreement. A different non-recurring charge will apply, however, only to the extent authorized by an applicable regulatory authority, or agreed upon by the Parties and reflected in an amendment to the Agreement.

2.0.E For high capacity loops and high capacity transport UNEs, Qwest will also provide a clearly identified lump sum credit of \$25 per converted facility to CLEC, if CLEC has converted Non-Impaired Facilities pursuant to the TRRO before the effective date of a Commission order approving the Settlement Agreement in the Wire Center Docket and paid a \$50 non-recurring conversion charge. Qwest and the CLEC will work together to identify the applicable disconnected/converted circuit to ensure that the disconnected/converted circuit is included in the lump-sum credit described above. CLEC and Qwest agree to promptly provide available documentation necessary to verify the amount to be refunded pursuant to this Paragraph for any such disconnected circuits and will work in good faith in an effort to identify applicable circuits and resolve disputes, if any, through informal means prior to initiating any other rights or remedies. Available documentation may include, for example, copies of bills or identifying information such as circuit identification number, depending on the circumstances. CLEC will not be required to provide a copy of the disconnection order as a condition of including the disconnected circuit in the lump sum credit provided under this Paragraph.

2.0.F Additional Non-Impaired Wire Centers. When Qwest files a request(s) to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests approved by the Commission in the Wire Center Docket. If the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, fifteen (15) Days after Commission-approval of addition(s) to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. Qwest and CLEC will work together to identify those circuits impacted by such change.

2.0.F.1 Length of Transition Period for Additional Non-Impairment Designations.

2.0.F.1.1 When the Commission approves additional DS1 and DS3 loop or high capacity transport UNE non-impairment designations as described in Section 2.0.F, CLEC will have ninety (90) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition the applicable Non-Impaired Facilities to an alternative service.

2.0.F.1.2 When the Commission approves additional Dark Fiber transport non-impairment Designations as described in Section 2.0.F, CLEC will have one-hundred and eighty (180) days from the effective date of the order in which the Commission approves the addition to the Commission-Approved Wire Center List to transition to an alternative arrangement. Qwest and CLEC will work together to identify those circuits impacted by such a change.

2.0.F.2 Rate During Transition Period for Additional Non-Impairment Designations.

2.0.F.2.1 For a ninety (90) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.2 For a one-hundred and eighty (180) day period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.3 The 115% rate described in Sections 2.0.F.2.1 and 2.0.F.2.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the

effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

2.0.F.2.4 The non-recurring conversion charge is addressed in Section 2.0.D of this Amendment.

2.0.F.3 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective agreement/order (or is subject to any applicable standing protective order put in place by the Commission).

2.0. F.3.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

2.0. F.3.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the information required by the Commission in the Wire Center Docket.

2.0.F.4 Methodology: The Parties agree to use the methodology for non-impairment or tier designations adopted by the Commission in the Wire Center Docket.

II. Effective Date and Reservation of Rights

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties agree to implement the provisions of this Amendment upon execution.

The Parties, which are in negotiations regarding interconnection agreement language addressing terms of the TRRO, reserve their rights as to TRRO terms not set forth in this Amendment.

III. Further Amendments

Except as modified herein, the provisions of the Agreement, including the TRRO Amendment, shall remain in full force and effect. Except as provided in the Agreement, this Amendment may not be further amended or altered, and no waiver of any provision thereof shall be effective, except by written instrument executed by an authorized representative of both Parties.

IV. Entire Agreement

Other than the publicly filed Agreement, its Amendments, and the publicly filed Settlement Agreement in the Wire Center Docket, Qwest and CLEC have no agreement or understanding, written or oral, relating to the subject of this Amendment. The publicly filed Settlement Agreement in the Wire Center Docket is not intended to alter or amend the Agreement.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Signature Blocks

ATTACHMENT B

ATTACHMENT B

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

**IN THE MATTER OF
QWEST CORPORATION'S PETITION
FOR APPROVAL OF NON-IMPAIRED
WIRE CENTER LISTS PURSUANT TO
THE TRIENNIAL REVIEW REMAND
ORDER**

Case No. 08-00 ____-08

PROTECTIVE ORDER

This Matter comes before the New Mexico Public Regulation Commission (the "Commission") upon the Qwest Corporation to enter a Protective Order and proposed form of Protective Order. The Commission having considered the motion, and being otherwise fully advised, finds that the following Protective Order should be entered with respect to all identified confidential information protectable under the New Mexico Inspection of Public Records Act contained or produced in the above-captioned docket.

The purpose of this Protective Order ("Order") is to facilitate the disclosure of documents and information during the course of these proceedings and to protect Confidential Information and Highly Confidential Information. Access to and review of Confidential Information and Highly Confidential Information shall be strictly controlled by the terms of this Order.

1.(a) Confidential Information. All documents, data, studies and other materials furnished pursuant to any requests for information, subpoenas or other modes of discovery (formal or informal), and including depositions, and other requests for information, that are claimed to be of a trade secret, proprietary or confidential nature (herein referred to as "Confidential Information"), shall be so marked by the providing

party by stamping the same with a “NONPUBLIC DOCUMENT - CONTAINS TRADE SECRET DATA” designation. All copies of documents so marked shall be made on pink paper. In addition, all notes or other materials that refer to, derive from, or otherwise contain parts of the Confidential Information will be marked by the receiving party as “NONPUBLIC DOCUMENT - CONTAINS TRADE SECRET DATA.” Access to and review of Confidential Information shall be strictly controlled by the terms of this Order.

(b) Use of Confidential Information - Proceedings. All persons who may be entitled to review, or who are afforded access to any Confidential Information by reason of this Order shall neither use nor disclose the Confidential Information for purposes of business or competition, or any purpose other than the purpose of preparation for and conduct of proceeding in the above-captioned docket or before the Federal Communications Commission (“FCC”), and all subsequent appeals (“proceedings”), and shall keep the Confidential Information secure as trade secret, confidential or proprietary information and in accordance with the purposes, intent and requirements of this Order.

(c) Persons Entitled to Review. Each party that receives Confidential Information pursuant to this Order must limit access to such Confidential Information to (1) attorneys employed or retained by the party in proceedings and the attorneys’ staff; (2) experts, consultants and advisors who need access to the material to assist the party in proceedings; (3) only those employees of the party who are directly involved in these proceedings, provided that counsel for the party represents that no such employee is engaged in the sale or marketing of that party’s products or services. In addition, the Commission, Hearing Examiner, Commission Counsel and Commission expert advisors may have access to Confidential Information.

(d) Nondisclosure Agreement. Any party, person, or entity that receives Confidential Information pursuant to this Order shall not disclose such Confidential Information to any person, except persons who are described in section 1(c) above and who have signed a nondisclosure agreement in the form which is attached hereto and incorporated herein as Exhibit A; provided, however that the Commission, Hearing Examiner, Commission Counsel and Commission expert advisors shall not be required to sign nondisclosure agreements in order to obtain access to Confidential Information.

The nondisclosure agreement (Exhibit A) shall require the person(s) to whom disclosure is to be made to read a copy of this Protective Order and to certify in writing that they have reviewed the same and have consented to be bound by its terms. The nondisclosure agreement shall contain the signatory's full name, employer, business address and the name of the party with whom the signatory is associated. Such agreement shall be delivered to counsel for the providing party before disclosure is made, and if no objection thereto is registered to the Commission within five (5) days, then disclosure shall follow. An attorney who makes Confidential Information available to any person listed in section 1(c) above shall be responsible for having each such person execute an original of Exhibit A and a copy of all such signed Exhibit As shall be circulated to all other counsel of record promptly after execution.

2.(a) Notes. Limited notes regarding Confidential Information may be taken by counsel and experts for the express purpose of preparing pleadings, cross - examinations, briefs, motions and arguments in connection with this proceeding, or in the case of persons designated in section 1(c) of this Protective Order, to prepare for participation in this proceeding. Such notes shall then be treated as Confidential Information for

purposes of this Order, and shall be destroyed after the final settlement or conclusion of the proceedings in accordance with section 2(b) below.

(b) Destruction. All notes, to the extent they contain Confidential Information and are protected by the attorney-client privilege or the work product doctrine, shall be destroyed after the final settlement or conclusion of the proceedings. The party destroying such Confidential Information shall advise the providing party of that fact within a reasonable time from the date of destruction.

3. Highly Confidential Trade Secret Information. Any person, whether a party or non-party, may designate certain competitive Confidential Information as “Highly Confidential Trade Secret Information” (herein referred to as “Highly Confidential Information”) if it determines in good faith that it would be competitively disadvantaged by the disclosure of such information to its competitors. Highly Confidential Information includes, but is not limited to, documents, pleadings, briefs and appropriate portions of deposition transcripts, which contain information regarding the market share of, number of access lines served by, or number of customers receiving a specified type of service from a particular provider or other information that relates to marketing, business planning or business strategies.

Parties must scrutinize carefully responsive documents and information and limit their designations as Highly Confidential Information to information that truly might impose a serious business risk if disseminated without the heightened protections provided in this section. The first page and individual pages of a document determined in good faith to include Highly Confidential Information must be marked by a stamp that reads:

NONPUBLIC HIGHLY CONFIDENTIAL TRADE SECRET INFORMATION-
USE RESTRICTED PER PROTECTIVE ORDER IN NMPRC CASE NO. 08-
00 ___-UT.

Placing a “Highly Confidential” stamp on the first page of a document indicates only that one or more pages contain Highly Confidential Information and will not serve to protect the entire contents of a multi-page document. Each page that contains Highly Confidential Information must be marked separately to indicate Highly Confidential Information, even where that information has been redacted. The redacted versions of each page containing Highly Confidential Information, and provided under seal, should be submitted on paper distinct in color from non-confidential information and Confidential Information described in section 1 of this Protective Order.

Parties seeking disclosure of Highly Confidential Information must designate the person(s) to whom they would like the Highly Confidential Information disclosed in advance of disclosure by the providing party. Such designation may occur through the submission of Exhibit B of the nondisclosure agreement identified in section 1(d).

Parties seeking disclosure of Highly Confidential Information shall not designate more than (1) a reasonable number of in-house attorneys who have direct responsibility for matters relating to Highly Confidential Information; (2) five in-house experts; and (3) a reasonable number of outside counsel and outside experts to review materials marked as Highly Confidential. Disclosure of Highly Confidential Information to the Commission, Hearing Examiner, Commission Counsel and Commission expert advisors shall be limited to persons to whom disclosure is necessary. The Exhibit B also shall describe in detail the duties or responsibilities of the person being designated to see Highly

Confidential Information and the person's role in the proceeding. Highly Confidential Information may not be disclosed to persons engaged in strategic or competitive decision making for any party, including the sale or marketing of products or services on behalf of any party.

Any party providing either Confidential Information or Highly Confidential Information may object to the designation of any individual as a person who may review Confidential Information and/or Highly Confidential Information. Such objection shall be made in writing to counsel submitting the challenged individual's Exhibit A or B within three (3) business days after receiving the challenged individual's signed Exhibit A or B. Any such objection must demonstrate good cause to exclude the challenged individual from the review of the Highly Confidential Information. Written response to any objection shall be made within three (3) business days after receipt of an objection. If, after receiving a written response to a party's objection, the objecting party still objects to disclosure of either Confidential Information or Highly Confidential Information to the challenged individual, the Commission shall determine whether Confidential Information or Highly Confidential Information must be disclosed to the challenged individual.

Copies of Highly Confidential Information may be provided to the in-house attorneys, in-house consultants, outside counsel and outside experts who have signed Exhibit B.

Persons authorized to review the Highly Confidential Information will maintain the documents and any notes reflecting their contents in a secure location to which only designated counsel and experts have access. No additional copies will be made, except for use during hearings and then such disclosure and copies shall be subject to the

provisions of this Order. Any testimony or exhibits prepared that reflect Highly Confidential Information must be maintained in a secure location until removed to the hearing room for production under seal. Unless specifically addressed in this section, all other sections of this Protective Order applicable to Confidential Information also apply to Highly Confidential Information.

4. Small Company. Notwithstanding anything to the contrary in this Order, persons authorized to review Confidential Information and Highly Confidential Information on behalf of a company with less than 5,000 employees shall be limited to the following: (1) a reasonable number of in-house attorneys who have direct responsibility for matters relating to Highly Confidential Information; (2) a reasonable number of outside counsel; (3) the company's employees and witnesses; and (4) independent consultants acting under the direction of the company's counsel or senior management and directly engaged in this proceeding. Such persons do not include individuals primarily involved in marketing activities for the company, unless the party producing the information, upon request, gives prior written authorization for that person to review the Confidential Information or Highly Confidential Information. If the producing party refuses to give such written authorization, the company may, for good cause shown, request an order from the Administrative Law Judge ("ALJ") allowing that person to review the Confidential Information or Highly Confidential Information. The producing party shall be given the opportunity to respond to the company's request before an order is issued.

5. Masking. Information or documents provided in this proceeding showing the identity of any fiber-based collocators in a wire center must be designated as

Confidential. Similarly, any information or documents provided in this proceeding showing the identity of a telecommunications carrier's business lines or line counts must be provided in a "masked" format, identifying the information using a code, and must be designated as Confidential. Each individual carrier will be provided its own code to verify data concerning that carrier. The government agencies will be provided a code for each carrier identified in the information or documents provided.

6. Objections to Admissibility. The furnishing of any document, data, study or other materials pursuant to this Protective Order shall in no way limit the right of the providing party to object to its relevance or admissibility in proceedings before this Commission.

7. Challenge to Confidentiality. This Order establishes a procedure for the expeditious handling of information that a party claims is Confidential or Highly Confidential. It shall not be construed as an agreement or ruling on the confidentiality of any document. Any party may challenge the characterization of any information, document, data or study claimed by the providing party to be Confidential in the following manner:

(a) A party seeking to challenge the confidentiality of any materials pursuant to this Order shall first contact counsel for the providing party and attempt to resolve any differences by stipulation;

(b) In the event that the parties cannot agree as to the character of the information challenged, any party challenging the confidentiality shall do so by appropriate pleading. This pleading shall:

(i) Designate the document, transcript or other material challenged in a manner that will specifically isolate the challenged material from other material claimed as confidential; and

(ii) State with specificity the grounds upon which the documents, transcript or other material are deemed to be non-confidential by the challenging party.

(c) A ruling on the confidentiality of the challenged information, document, data or study shall be made by a Hearing Examiner after proceedings in camera, which shall be conducted under circumstances such that only those persons duly authorized hereunder to have access to such Confidential materials shall be present. This hearing shall commence no earlier than five (5) business days after service on the providing party of the pleading required by section 7(b) above.

(d) The record of said in camera hearing shall be marked "CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER IN NMPRC CASE NO. 08-00___-UT." Court reporter notes of such hearing shall be transcribed only upon agreement by the parties or order of the Hearing Examiner and in that event shall be separately bound, segregated, sealed, and withheld from inspection by any person not bound by the terms of this Order.

(e) In the event that the Hearing Examiner should rule that any information, document, data or study should be removed from the restrictions imposed by this Order, no party shall disclose such information, document, data or study or use it in the public record for five (5) business days unless authorized by the providing party to do so. The provisions of this subsection are intended to enable the providing party to seek a stay or

other relief from an order removing the restriction of this Order from materials claimed by the providing party to be Confidential.

8.(a) Receipt into Evidence. Provision is hereby made for receipt into evidence in this proceeding materials claimed to be confidential in the following manner:

- (i) Prior to the use of, or substantive reference to, any Confidential or Highly Confidential Information, the parties intending to use such information shall make that intention known to the providing party.
- (ii) The requesting party and the providing party shall make a good faith effort to reach an agreement so the information can be used in a manner which will not reveal its trade secret, confidential or proprietary nature.
- (iii) If such efforts fail, the providing party shall separately identify which portions, if any, of the documents to be offered or referenced shall be placed in a sealed record.
- (iv) Only one (1) copy of the documents designated by the providing party to be placed in a sealed record shall be made.
- (v) The copy of the documents to be placed in the sealed record shall be tendered by counsel for the providing party to the Commission, and maintained in accordance with the terms of this Order.

(b) Seal. While in the custody of the Commission, materials containing Confidential Information shall be marked "CONFIDENTIAL - SUBJECT TO

PROTECTIVE ORDER IN NMPRC CASE NO. 08-00 ___-UT” and Highly Confidential Information shall be marked “HIGHLY CONFIDENTIAL - USE RESTRICTED PER PROTECTIVE ORDER IN NMPRC CASE NO. 08-00 ___-UT,” and shall not be examined by any person except under the conditions set forth in this Order.

(c) In Camera Hearing. Any Confidential or Highly Confidential Information that must be orally disclosed to be placed in the sealed record in this proceeding shall be offered in an in camera hearing, attended only by persons authorized to have access to the information under this Order. Similarly, any cross-examination on, or substantive reference to, Confidential or Highly Confidential Information (or that portion of the record containing Confidential or Highly Confidential Information or references thereto) shall be received in an in camera hearing, and shall be marked and treated as provided herein.

(d) Access to Record. Access to sealed testimony, records and information shall be limited to the Hearing Examiner and persons who are entitled to review Confidential or Highly Confidential Information pursuant to section 1(c) above and have signed an Exhibit A or B, unless such information is released from the restrictions of this Order either through agreement of the parties or after notice to the parties and hearing, pursuant to the ruling of a Hearing Examiner, the order of the Commission and/or final order of a court having final jurisdiction.

(e) Appeal/Subsequent Proceeding. Sealed portions of the record in this proceeding may be forwarded to any court of competent jurisdiction for purposes of an appeal, or to the FCC, but under seal as designated herein for the information and use of the court or the FCC. If a portion of the record is forwarded to a court or the FCC, the

providing party shall be notified which portion of the sealed record has been designated by the appealing party as necessary to the record on appeal or for use at the FCC.

(f) Return. Unless otherwise ordered, Confidential Information and Highly Confidential Information, including transcripts of any depositions to which a claim of confidentiality is made, shall remain under seal, shall continue to be subject to the protective requirements of this Order, and shall be returned to counsel for the providing party within thirty (30) days after final settlement or conclusion of the proceedings. If the providing party elects to have Confidential Information or Highly Confidential Information destroyed rather than returned, counsel of the receiving party shall verify in writing that the material has in fact been destroyed.

9. Use in Pleadings. Where references to Confidential or Highly Confidential Information in the sealed record or with the providing party is required in pleadings, briefs, arguments or motions (except as provided in section 7), it shall be by citation of title or exhibit number or some other description that will not disclose the substantive Confidential Information contained therein. Any use of or substantive references to Confidential or Highly Confidential Information shall be placed in a separate section of the pleading or brief and submitted to the Hearing Examiner or the Commission under seal. This sealed section shall be served only on counsel of record and parties of record who have signed the nondisclosure agreement set forth in Exhibit A or B. All of the restrictions afforded by this Order apply to materials prepared and distributed under this section.

10. Summary of Record. If deemed necessary by the Commission or ALJ, the providing party shall prepare a written summary of the Confidential or Highly Confidential Information referred to in the Order to be placed on the public record.

11. The provisions of this Order are specifically intended to apply to all data, documents, studies, and other material designated as Confidential or Highly Confidential by any party to NMPRC Case No. 08-00 ___-UT. In addition, experts and consultants of government agencies are subject to the provisions of this Protective Order that are applicable to experts and consultants of parties.

12. This Protective Order shall continue in force and effect after these dockets are closed.

ISSUED this _____ day of _____, 200_.

NEW MEXICO PUBLIC REGULATION COMMISSION

JASON MARKS, Chairman

SANDY JONES, Vice Chairman

DAVID W. KING, Commissioner

BEN R. LUJAN, Commissioner

CAROL K. SLOAN, Commissioner

EXHIBIT A

CONFIDENTIAL INFORMATION

I have read the foregoing Protective Order dated 2008, in Case No. 08-00____-UT,
and agree to be bound by the terms and conditions of this Order.

Name

Employer

Job Title and Job Description

Business Address

Party

Signature

Date

EXHIBIT B

HIGHLY CONFIDENTIAL INFORMATION

I have read the foregoing Protective Order dated _____, 2008, in
Case No. 08-00 ____-UT, and agree to be bound by the terms and conditions of this Order.

Name _____

Employer

Job Title and Job Description

Business Address

Party

Signature

Date

ATTACHMENT C



Qwest
607 14th Street, N.W., Suite 950
Washington, DC 20005
Phone 202-429-3100
Facsimile 202-467-4268

Gary R. Lytle
Senior Vice President-Federal Relations

February 18, 2005

FILED VIA ECFS

Jeffrey J. Carlisle
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

**Re: Unbundled Access to Network Elements, WC Docket No. 04-313;
Review of Section 251 Unbundling Obligations for Incumbent Local
Exchange Carriers, CC Docket No. 01-338**

Dear Mr. Carlisle:

This submission responds to your letter of February 4, 2005, asking Qwest to provide a list identifying by Common Language Location Identifier (CLLI) code which wire centers in Qwest's operating areas satisfy the Tier 1, Tier 2 and Tier 3 criteria for dedicated transport, and identifying by CLLI code the wire centers that satisfy the nonimpairment thresholds for DS1 and DS3 loops in the *Triennial Review Remand Order*.¹

Enclosed are two attachments. Attachment A identifies which of Qwest's approximately 1,200 wire centers satisfy the Tier 1, Tier 2 and Tier 3 criteria adopted in the *Triennial Review Remand Order*. Attachment B lists the wire centers that satisfy the nonimpairment standards for DS1 and DS3 loops in the *Order*. These classifications were made based on the definitions of "business line" and "fiber-based collocater" in the *Order*.

Business Lines. Consistent with the definition in the *Order*,² Qwest determined the number of "business lines" in each wire center by computing the sum of the following:

¹ *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338, *Order on Remand* ("*Triennial Review Remand Order*" or "*Order*").

² 47 C.F.R. § 51.5, as attached (Appendix B) to the *Order*, to be published in the Federal Register and codified in the C.F.R.

- Qwest's switched business access lines (*i.e.*, single, multiline and Public Access (Coin Lines) in the wire center, based on Qwest's most recent ARMIS Report 43-08 data, which is current as of December 2003 and was filed with the Commission in April 2004. This figure includes ISDN and other digital access lines. Each 64 kbps-equivalent has been counted as one line.
- UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements (*e.g.*, EELs and business UNE-P lines). Each 64 kbps-equivalent has been counted as one line. Thus, for example, each DS1 loop has been counted as 24 business lines. Qwest does not track UNE-P separately by residential and business. Qwest derived an estimate of business UNE-P lines in each wire center based on the percentage of white page listings for that wire center that are business, rather than residential. All of these data are current as of December 2003.

Fiber-Based Collocators. Qwest also verified the number of collocation arrangements that satisfy the *Order's* definition of "fiber-based collocator," for each wire center that would qualify for unbundling relief for high capacity loops or transport, based on the nonimpairment standards adopted in the *Order*. Qwest used its most current billing data, as of February 2005, and physical inspections to identify collocation arrangements that satisfy the definition in the *Order*. To the best of its knowledge, Qwest has counted each collocator and any of its affiliates as only one collocator for purposes of this analysis.

To the extent this submission, or similar submissions by other incumbents, raise any questions or disputes, those issues should be addressed by the Commission, rather than state commissions. The Commission clearly is in the best position to address these issues in an expeditious manner. Over the past several years, the Commission has dealt with very similar issues in evaluating numerous petitions for pricing flexibility filed by price cap LECs. In that context, the petitioning price cap LEC must provide individual notification to each CLEC upon which the price cap LEC's petition relies. The notification identifies the information that the price cap LEC has included in its petition, such as the wire centers in which the CLEC has fiber-based collocation. The CLECs then have 15 days to file comments or objections to the petition.³ The Commission's experience in the pricing flexibility context demonstrates that it is well equipped to resolve any disputes that may arise regarding the accuracy of the ILEC's fiber-based collocation and other data. Adoption of a similar procedure here would ensure that these factual disputes are resolved quickly and efficiently.

The Commission is also best suited to address any questions of interpretation of the *Order* that may arise in determining which wire centers and routes are affected by the *Order*. In the pricing flexibility context, a number of similar questions arose when the first several pricing

³ See 47 C.F.R. § 1.774(c), (e).

Mr. Jeffrey J. Carlisle
February 18, 2005

Page 3 of 3

flexibility petitions were filed. To the extent such issues arise here, the Commission should resolve those questions to ensure a consistent application of the *Order*.

Please let us know if you have further questions about this matter.

Sincerely,

/s/ Gary R. Lytle

cc: Michelle Carey (via e-mail at michelle.carey@fcc.gov)
Thomas Navin (via e-mail at thomas.navin@fcc.gov)
Jeremy Miller (via e-mail at jeremy.miller@fcc.gov)
Ian Dillner (via e-mail at ian.dillner@fcc.gov)

ATTACHMENT D



Qwest
607 14th Street NW, Suite 950
Washington, DC 20005
Phone 202.429.3121
Fax 202.293.0561

Cronan O'Connell
Vice President-Federal Regulatory

July 8, 2005

FILING VIA ECFS

Thomas Navin
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

**Re: Unbundled Access to Network Elements, WC Docket No. 04-313;
Review of Section 251 Unbundling Obligations for Incumbent Local
Exchange Carriers, CC Docket No. 01-338**

Dear Mr. Navin:

On February 18, 2005, in response to a request by the Wireline Competition Bureau, Qwest submitted lists identifying by Common Language Location Identifier ("CLLI") code the wire centers in Qwest's operating area satisfying the nonimpairment thresholds for high capacity transport and loop facilities established in the *Triennial Review Remand Order* ("TRRO").¹ Since that time, Qwest has undertaken a detailed verification process to ensure the accuracy of these lists. As a result of this review, Qwest hereby submits revised lists of the wire centers in Qwest's region meeting the TRRO's nonimpairment thresholds for high capacity transport and loop facilities.

Enclosed are two attachments. Attachment A identifies which of Qwest's approximately 1200 wire centers satisfy the Tier 1, Tier 2, and Tier 3 criteria adopted in the TRRO. As shown in Attachment A, there are 46 and 30 Qwest wire centers that satisfy the Tier 1 and Tier 2 criteria, respectively. Attachment B lists the Qwest wire centers that satisfy the nonimpairment standards for DS1 and DS3 loops in the TRRO. As reflected in Attachment B, Qwest has been relieved of unbundling requirements for DS1 and DS3 loops in 4 and 7 Qwest wire centers, respectively. The lists in Attachments A and B are also being posted on Qwest's website.²

¹ Letter from Gary R. Lytle, Senior Vice President-Federal Relations, Qwest, to Jeffrey J. Carlisle, Chief, Wireline Competition Bureau, FCC (filed Feb. 18, 2005).

² Qwest has not rejected any orders for unbundled transport or unbundled loops in the wire centers identified in the lists of nonimpaired wire centers submitted on February 18. Competitive local exchange carriers ("CLECs") can continue to order high capacity transport and loops in all Qwest wire centers until their interconnection agreements with Qwest have been amended to reflect the TRRO.

Mr. Thomas Navin
July 8, 2005

Page 2 of 3

On March 29, 2005, Qwest initiated a three-step process to ensure the accuracy of its wire center data. *First*, Qwest provided access for CLECs and state public service commission staff to the confidential data underlying the February 18 lists of Qwest wire centers meeting the nonimpairment thresholds in the *TRRO*. The confidential data were made available pursuant to the terms of the applicable protective order and included the following information for each wire center identified in one or both of the February 18 lists:

- ARMIS 43-08 business line information
- UNE-P lines
- UNE-loop data
- fiber-based collocater information

Second, Qwest provided to each party upon which it relied for unbundling relief in the February 18 filing a list of the relevant wire centers where that party has fiber-based collocation, according to Qwest's records. Those parties then had the opportunity to contest the accuracy of that information. This process is similar to that employed by the Commission in the pricing flexibility dockets to verify the accuracy of the collocation information relied on in those proceedings. In light of the highly sensitive nature of the collocation information, Qwest allowed each collocater access only to its own collocation information in the relevant wire centers.

Third, Qwest conducted a further internal check of the collocation and line count data used to generate the February 18 wire center lists, including a comprehensive review of the collocation arrangements in Qwest's wire centers.

A number of parties took advantage of this process to gain further information about the data underlying Qwest's lists of nonimpaired wire centers, or to question the validity of Qwest's line count or collocation data. Qwest also answered numerous detailed questions from CLECs about the methodology used to identify nonimpaired wire centers.

Through this verification process, Qwest identified a number of data inaccuracies in the lists of nonimpaired wire centers submitted on February 18. *First*, Qwest discovered that, in some cases, it had counted a fiber-based collocater twice because the Qwest records used for the February 18 filing did not reflect the affiliation of that collocater with another fiber-based collocater in that wire center. In several cases, CLECs notified Qwest of these affiliations in response to the collocation information provided by Qwest in the March 29 letters noted above. To address any lingering concerns of double counting, Qwest checked other data sources to determine potential affiliations and then sent letters to the affected carriers requesting verification of those or any other affiliations. *Second*, Qwest found that, in a small number of cases, collocation arrangements using dark fiber transport leased from Qwest had been counted as fiber-based collocations, due to inaccuracies in service orders. *Third*, Qwest discovered that certain collocation arrangements counted in the February 18 filing had been decommissioned or

Mr. Thomas Navin
July 8, 2005

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otherwise were not operational. *Fourth*, Qwest identified additional fiber-based collocators that it had not counted as fiber-based collocators for purposes of the February filing. Due to the compressed timeframe for the inspections in February, Qwest ignored numerous collocation arrangements that could not readily be verified as fiber-based collocators at that time. Upon further investigation in April and May, Qwest was able to confirm that some of these arrangements did in fact qualify as fiber-based collocation arrangements.³

Qwest has corrected all inaccuracies in its data that were discovered through the verification process described above, and, as necessary, has revised its count of wire centers meeting the nonimpairment thresholds for high capacity transport and loops in Attachments A and B.

Please let me know if you have any questions about this matter.

Sincerely,

/s/ Cronan O'Connell

Attachments

cc: Julie Veach (via e-mail at Julie.Veach@fcc.gov)
Jeremy Miller (via e-mail at Jeremy.Miller@fcc.gov)
Ian Dillner (via e-mail at Ian.Dillner@fcc.gov)

³ Qwest is in the process of notifying the owners of these collocation arrangements that Qwest is now relying on these collocation arrangements for unbundling relief, so that the collocators have an opportunity to verify the accuracy of this collocation data. If this further verification results in any changes in the number of fiber-based collocators in particular wire centers, Qwest will revise its list of nonimpaired wire centers as necessary.

ATTACHMENT E



Qwest
607 14th Street NW, Suite 950
Washington, DC 20005
Phone 202.429.3121
Fax 202.293.0561

Cronan O'Connell
Vice President-Federal Regulatory

August 18, 2005

EX PARTE

FILING VIA ECFS

Thomas Navin
Chief, Wireline Competition Bureau
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Unbundled Access to Network Elements, WC Docket No. 04-313; Review of Section 251 Unbundling Obligations for Incumbent Local Exchange Carriers, CC Docket No. 01-338

Dear Mr. Navin:

On February 18, 2005, in response to a request by the Wireline Competition Bureau, Qwest submitted lists identifying by Common Language Location Identifier ("CLLI") code the wire centers in Qwest's operating area satisfying the nonimpairment thresholds for high capacity transport and loop facilities established in the *Triennial Review Remand Order* ("TRRO").¹ On July 8, 2005, after completing a detailed verification process, Qwest filed revised lists of the wire centers in Qwest's region meeting the TRRO's nonimpairment thresholds for high capacity transport and loop facilities.²

It has recently come to our attention that one of the wire centers listed in Attachment B "Triennial Review Remand Order, Qwest Wire Centers that Satisfy the Nonimpairment Standards for DS1 and DS3 Loops, Sorted by Loop Type" was correctly identified by "CLLI8", but the "Wire Center Name" for the wire center was incorrect. The affected wire center CLLI8 is "DNVRCOMA", which was identified as "Colorado Springs Main" on the July 8th filing. The correct name for the wire center is "Denver Main." We have verified that all data provided is correctly associated with the CLLI code for Denver Main (DNVRCOMA). As a result, we are submitting a revised list of wire centers in Qwest's operating area that satisfy the nonimpairment

¹ Letter from Gary R. Lytle, Senior Vice President-Federal Relations, Qwest, to Jeffrey J. Carlisle, Chief, Wireline Competition Bureau, FCC (filed Feb. 18, 2005).

² Letter from Cronan O'Connell, Vice President-Federal Regulatory, Qwest, to Thomas Navin, Chief, Wireline Competition Bureau, FCC (filed July 8, 2005).

Mr. Thomas Navin
August 18, 2005

Page 2 of 2

thresholds established in the *TRRO*, correcting only the wire center name for this one wire center. Although there are no changes to Attachment A, we are submitting the entire filing for ease of use by interested parties.

Please let me know if you have any questions about this matter.

Sincerely,

/s/Cronan O'Connell

Attachments

cc: Julie Veach (via e-mail at Julie.Veach@fcc.gov)
Jeremy Miller (via e-mail at Jeremy.Miller@fcc.gov)
Ian Dillner (via e-mail at Ian.Dillner@fcc.gov)

TRIENNIAL REVIEW REMAND ORDER
QWEST WIRE CENTER CLASSIFICATION FOR DEDICATED TRANSPORT
Sorted by Wire Center Classification

<i>State</i>	<i>Wire Center Name</i>	<i>CLLID</i>	<i>Wire Center Classification</i>
AZ	PHOENIX EAST	PHNXAZE	Tier 1
AZ	PHOENIX MAIN	PHNXAZM	Tier 1
AZ	PHOENIX NORTHEAST	PHNXAZNE	Tier 1
AZ	PHOENIX NORTH	PHNXAZNO	Tier 1
AZ	THUNDERBIRD	SCDLAZTH	Tier 1
AZ	TEMPE	TEMPAZMA	Tier 1
AZ	MCCLINTOCK	TEMPAZMC	Tier 1
CO	BOULDER	BLDRCOMA	Tier 1
CO	COLO SPRINGS MAIN	CLSPCOMA	Tier 1
CO	PIKEVIEW	CLSPCOPV	Tier 1
CO	CAPITOL HILL	DNVRCOCH	Tier 1
CO	CURTIS PARK	DNVRCOCP	Tier 1
CO	DRY CREEK	DNVRCODC	Tier 1
CO	DENVER EAST	DNVRCOEA	Tier 1
CO	DENVER MAIN	DNVRCOMA	Tier 1
CO	DENVER SOUTHEAST	DNVRCOSE	Tier 1
CO	SULLIVAN	DNVRCOSL	Tier 1
CO	NORTHGLENN	NGLNCOMA	Tier 1
IA	DES MOINES DOWNTOWN	DESMIADT	Tier 1
ID	BOISE MAIN	BOISIDMA	Tier 1
MN	NORMANDEALE	BLTNMNO	Tier 1
MN	ORCHARD	GLVYMNDR	Tier 1
MN	MPLS DOWNTOWN	MPLSMNDT	Tier 1
MN	MARKET	STPLMNMK	Tier 1
NE	OMAHA DOUGLAS	OMAHNENW	Tier 1
NM	ALBU MAIN	ALBQNMMA	Tier 1
OR	EUGENE 10TH AVE	EUGNOR53	Tier 1
OR	MEFORD	MDFDOR33	Tier 1
OR	PTLD BELMONT	PTLDOR13	Tier 1
OR	PTLD CAPITOL	PTLDOR69	Tier 1
OR	SALEM STATE(MAIN)	SALMOR58	Tier 1
UT	MURRAY	MRRYUTMA	Tier 1
UT	OGDEN MAIN	OGDNUTMA	Tier 1
UT	PROVO	PROVUTMA	Tier 1
UT	SLKC MAIN	SLKCLUTMA	Tier 1
UT	SLKC SOUTH	SLKCUTSO	Tier 1
UT	SLKC WEST	SLKCUTWE	Tier 1
WA	BELLEVUE SHERWOOD	BLLVWASH	Tier 1
WA	KENT O BRIEN	KENTWAQB	Tier 1
WA	OLYMPIA WHITEHALL	OLYMWA02	Tier 1
WA	SPOKANE RIVERSIDE	SPKNWA01	Tier 1
WA	SEATTLE EAST	STTLWA03	Tier 1
WA	SEATTLE ATWATER	STTLWA05	Tier 1
WA	SEATTLE MAIN	STTLWA06	Tier 1
WA	SEATTLE CAMPUS	STTLWACA	Tier 1
WA	SEATTLE ELLIOTT	STTLWAEL	Tier 1
AZ	MESA	MESAAZMA	Tier 2
AZ	SCOTTSDALE MAIN	SCDLAZMA	Tier 2
AZ	TUCSON MAIN	TCSNAZMA	Tier 2
CO	ARVADA	ARVDCOMA	Tier 2
CO	AURORA	AURRCOMA	Tier 2
CO	DENVER SOUTH	DNVRCOSO	Tier 2
CO	ABERDEEN	ENWDCOAB	Tier 2
CO	LAKEWOOD	LKWDCOMA	Tier 2
IA	CEDAR RAPIDS DOWNTOWN	CDRRADT	Tier 2
ID	BOISE WEST	BOISIDWE	Tier 2
MN	SOUTH	BLTNMNSO	Tier 2
MN	CRYSTAL	CRYSMNCR	Tier 2
MN	EAGAN-LEXINGTON	EAGNMNLB	Tier 2
MN	EDEN PRAIRIE	EDPRMNEP	Tier 2
MN	MPLS 7TH AVE	MPLSMN07	Tier 2
MN	MAPLEWOOD	MPWDMNMA	Tier 2
MN	OWATONNA	OWTMNNO	Tier 2
MN	ROCHESTER	ROCHMNRO	Tier 2
MN	ST CLOUD	STCDMNTO	Tier 2
ND	FARGO-MOORHEAD	FARGNDBC	Tier 2
NE	OMAHA 84TH ST	OMAHNE84	Tier 2
NE	OMAHA 90TH ST	OMAHNE90	Tier 2
NM	SAN MATEO	ALBONMSM	Tier 2
OR	BEND	BENDOR24	Tier 2

TRIENNIAL REVIEW REMAND ORDER
QWEST WIRE CENTER CLASSIFICATION FOR DEDICATED TRANSPORT
Sorted by Wire Center Classification

<i>State</i>	<i>Wire Center Name</i>	<i>CLIB</i>	<i>Wire Center Classification</i>
NE	DAKOTA CITY-SO SIOUX	SSCYNENW	Tier 3
NE	ST LIBORY	STLBNENW	Tier 3
NE	ST PAUL	STPLNENW	Tier 3
NE	TEKAMAH	TKMHNENW	Tier 3
NE	VALLEY	VLLYNENW	Tier 3
NE	VALENTINE	VLNTNENW	Tier 3
NE	WAYNE	WAYNNEUW	Tier 3
NE	WOOD RIVER	WDRVNENW	Tier 3
NE	WAKEFIELD	WKFDNENW	Tier 3
NE	WEST POINT	WSPNNENW	Tier 3
NM	ACADEMY	ALBQNMAC	Tier 3
NM	CORRALES	ALBQNMCR	Tier 3
NM	ALBO EAST	ALBQNMEA	Tier 3
NM	ALBO NORTHEAST	ALBQNMNE	Tier 3
NM	ALBO NORTH	ALBQNMNO	Tier 3
NM	RIO RANCHO	ALBQNMRR	Tier 3
NM	ALBO SOUTHWEST	ALBQNMWS	Tier 3
NM	ALBO WEST	ALBQNMWE	Tier 3
NM	ALAMOGORDO MAIN	ALMGNMMA	Tier 3
NM	ALAMOGORDO WEST	ALMGNMWE	Tier 3
NM	ANGEL FIRE	ANFRNMMA	Tier 3
NM	ANTHONY	ANTHNMMA	Tier 3
NM	ARTESIA	ARTSNMMA	Tier 3
NM	AZTEC MAIN	AZTCNM03	Tier 3
NM	AZTEC SOUTH(BLOOMF)	AZTCNM01	Tier 3
NM	BELEN	BELNNMMA	Tier 3
NM	BERNALILLO	BRNLNMMA	Tier 3
NM	BAYARD	BYRDNMMA	Tier 3
NM	CHAPARRAL	CHAPNMMA	Tier 3
NM	CLOVIS MAIN	CLVSNMMA	Tier 3
NM	CLOVIS WEST	CLVSNMWE	Tier 3
NM	CIMARRON	CMRNNMMA	Tier 3
NM	DEMING	DMNGNMMA	Tier 3
NM	ESTANÇIA	ESTNNMMA	Tier 3
NM	FARMINGTON MAIN	FRTNNMMA	Tier 3
NM	FARMINGTON WEST	FRTNNMWE	Tier 3
NM	GALLUP EAST	GLLPNMEA	Tier 3
NM	FT WINGATE	GLLPNMFV	Tier 3
NM	GALLUP MAIN	GLLPNMMA	Tier 3
NM	GRANTS MAIN	GRNTNMMA	Tier 3
NM	HATCH	HATCNMMA	Tier 3
NM	LAGUNA ACOMA	LAACNM01	Tier 3
NM	LA MESA	LAMSNMMA	Tier 3
NM	LOS ALAMOS	LSALNMMA	Tier 3
NM	WHITE ROCK	LSALNMWR	Tier 3
NM	AMBER MESA	LSCRNM16	Tier 3
NM	LAS CRUCES MAIN	LSCRNMMA	Tier 3
NM	LAS CRUCES TELSHOR	LSCRNM15	Tier 3
NM	LOS LUNAS MAIN	LSLNNMMA	Tier 3
NM	LOS LUNAS NORTH	LSLNNMNO	Tier 3
NM	LAS VEGAS	LSVGNMMA	Tier 3
NM	MORIARTY	MRTYNMMA	Tier 3
NM	MOUNTAIN AIR	MTNRNMMA	Tier 3
NM	PENA BLANCA	PNBLNMMA	Tier 3
NM	PENASCO	PNSCNMMA	Tier 3
NM	PORTALES	PTLSNMMA	Tier 3
NM	QUESTA	QUESTNMMA	Tier 3
NM	RATON	RATNNMMA	Tier 3
NM	RED RIVER	RDRVNMMA	Tier 3
NM	ROSWELL MAIN	RSWNNMMA	Tier 3
NM	ROSWELL SOUTH	RSWLNMSO	Tier 3
NM	SOCORRO	SCRNNMMA	Tier 3
NM	SILVER CITY	SLCYNMMA	Tier 3
NM	SANTA FE - ELDORADO	SNFENM58	Tier 3
NM	SANTA FE MAIN	SNFENMMA	Tier 3
NM	SANTA FE NORTH	SNFENMNO	Tier 3
NM	SANTA FE SOUTHWEST	SNFENMSW	Tier 3
NM	SANTA TERESA	SNTSNMAA	Tier 3
NM	SPRINGER	SPRRNMMA	Tier 3
NM	TAOS MAIN	TAOSNMMA	Tier 3

TRIENNIAL REVIEW REMAND ORDER
QWEST WIRE CENTER CLASSIFICATION FOR DEDICATED TRANSPORT
Sorted by Wire Center Classification

State	Wire Center Name	CLLID	Wire Center Classification
NM	TAOS NORTH	TAOSNMNO	Tier 3
NM	TUCUMCARI	TMCNMMA	Tier 3
NM	TIJERAS	TJRSNMMA	Tier 3
OR	ADAIR	ADAROR21	Tier 3
OR	ALBANY	ALBYOR63	Tier 3
OR	ASHLAND	ASLDOR55	Tier 3
OR	ASTORIA	ASTROR64	Tier 3
OR	ATHENA	ATHNOR56	Tier 3
OR	BAKER-SUMPTER	BAKROR23	Tier 3
OR	CAMP SHERMAN/BLACK	BLTOR01	Tier 3
OR	BLUE RIVER	BLRVOR53	Tier 3
OR	BURLINGTON	BURLOR62	Tier 3
OR	CULP CREEK	CLCKOR53	Tier 3
OR	CULVER	CLVROR01	Tier 3
OR	CANNON BEACH	CNBHOR64	Tier 3
OR	CENTRAL POINT	CNPOR29	Tier 3
OR	CORVALLIS	CRVSOR65	Tier 3
OR	COTTAGE GROVE	CTGVOR53	Tier 3
OR	DALLAS	DLLSOR58	Tier 3
OR	EUGENE RIVER ROAD	EUGNOR28	Tier 3
OR	FALLS CITY	FLCYOR58	Tier 3
OR	FLORENCE	FLRNOR53	Tier 3
OR	GOLD HILL	GLHLOR55	Tier 3
OR	GRANTS PASS	GRPSOR29	Tier 3
OR	HERMISTON	HMTNOR56	Tier 3
OR	INDEPENDENCE	INDPOR58	Tier 3
OR	JACKSONVILLE	JCVLOR56	Tier 3
OR	JEFFERSON	JFSNOR63	Tier 3
OR	JUNCTION CITY	JNCYOR51	Tier 3
OR	KLAMATH FALLS	KLFLOR54	Tier 3
OR	LAPINE	LAPIOR52	Tier 3
OR	LEABURG	LEBGOR54	Tier 3
OR	LAKE OSWEGO	LKOSOR62	Tier 3
OR	LOWELL	LWLLOR53	Tier 3
OR	MADRAS	MDRSOR52	Tier 3
OR	MILTON-FREEWATER	MLTNOR56	Tier 3
OR	MILWAUKIE	MLWKOR17	Tier 3
OR	MAPLETON	MPTNOR54	Tier 3
OR	MARCOLA	MRCLOR53	Tier 3
OR	NORTH PLAINS	NPLNOR62	Tier 3
OR	NEWPORT	NWPTOR35	Tier 3
OR	NYSSA	NYSSORXC	Tier 3
OR	OAKRIDGE	OKRGOR01	Tier 3
OR	ONTARIO	ONTRORXC	Tier 3
OR	OREGON CITY	ORCYOR18	Tier 3
OR	OREGON SLOPE	ORSLORXC	Tier 3
OR	PHOENIX	PHNXOR55	Tier 3
OR	PENDLETON	PNTNOR56	Tier 3
OR	PRINEVILLE	PRVLOR53	Tier 3
OR	PTLD CYPRESS	PTLDOR02	Tier 3
OR	PTLD HAROLD	PTLDOR08	Tier 3
OR	PTLD ATLANTIC	PTLDOR12	Tier 3
OR	PTLD BUTLER	PTLDOR14	Tier 3
OR	PTLD CHERRY	PTLDOR17	Tier 3
OR	PTLD PROSPECT	PTLDOR18	Tier 3
OR	RAINIER	RANROR01	Tier 3
OR	REDMOND	RDMOR01	Tier 3
OR	ROGUE RIVER	RGRVOR55	Tier 3
OR	ROSEBURG	RSBGOR57	Tier 3
OR	SALEM 10TH AVE	SALMOR59	Tier 3
OR	SEASIDE	SESDOR64	Tier 3
OR	SILETZ	SLTZOR66	Tier 3
OR	SPRINGFIELD	SPFDOR01	Tier 3
OR	SPRING RIVER ROAD	SPRVOR02	Tier 3
OR	SISTERS	SSTROR01	Tier 3
OR	STANFIELD	STFDOR56	Tier 3
OR	ST HELENS	STHNOR40	Tier 3
OR	OAKLAND-SUTHERLIN	STHROR58	Tier 3
OR	TOLEDO	TOLDOR66	Tier 3
OR	UMATILLA	UMTLOR57	Tier 3

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

2008 JUN 20 PM 4: 37

**IN THE MATTER OF
QWEST CORPORATION'S PETITION
FOR APPROVAL OF NON-IMPAIRED
WIRE CENTER LISTS PURSUANT TO
THE TRIENNIAL REVIEW REMAND
ORDER**

Case No. 08-00206 -UT

CERTIFICATE OF SERVICE

I hereby certify that I caused a true and correct copy of the foregoing **QWEST CORPORATION'S PETITION FOR COMMISSION APPROVAL OF NON-IMPAIRED WIRE CENTER LISTS PURSUANT TO THE TRIENNIAL REVIEW REMAND ORDER AND MOTION FOR EXPEDITED ISSUANCE OF PROTECTIVE ORDER**, to be mailed or hand delivered on June 20, 2008, to:

VIA HAND DELIVERY

Ashley Schannauer, Esq.
New Mexico Public Regulation Commission
224 E. Palace Avenue, Marian Hall
Santa Fe, NM 87501

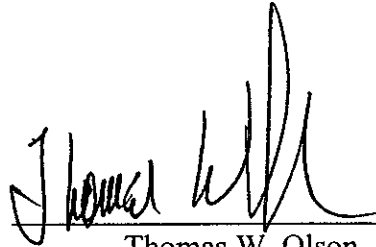
VIA HAND DELIVERY

Michael Ripperger
New Mexico Public Regulation Commission
224 E. Palace Avenue, Marian Hall
Santa Fe, NM 87501

VIA U.S. MAIL

Brian Harris, Esq.
New Mexico Attorney General
Post Office Box 1508
Santa Fe, NM 87504-1508

Dated: June 20, 2008



Thomas W. Olson