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BEFORE THE ARIZONA CORPORATION COMMISSION

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AZ CORP COMMISSION
DOCKET CONTROL

COMMISSIONERS
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BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS QWEST COMMUNICATIONS INTERNATIONAL INC. AND CENTURYTEL, INC.	)	DOCKET NOS. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

NOTICE OF FILING DIRECT TESTIMONY

Eschelon Telecom of Arizona, Inc., Electric Lightwave, LLC and Mountain Telecommunications of Arizona, Inc. dba Integra Telecom hereby gives notice that it files the attached Direct Testimony of Bonnie J. Johnson.

RESPECTFULLY SUBMITTED this 27th day of September 2010.

Arizona Corporation Commission
DOCKETED
SEP 27 2010
DOCKETED BY

ROSHKA DEWULF & PATTEN, PLC

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Original and 13 copies of the foregoing filed this 27th day of September 2010 with:

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BEFORE THE ARIZONA CORPORATION COMMISSION

JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS QWEST COMMUNICATIONS INTERNATIONAL INC. AND CENTURYTEL, INC.	)	DOCKET NOS. T-01051B-10-0194 T-02811B-10-1094 T-04190A-10-1094 T-20443A-10-1094 T-03555A-10-1094 T-03902A-10-1094

DIRECT TESTIMONY OF

BONNIE J. JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Bonnie Johnson and my business address is 6160 Golden Hills Drive, Golden Valley, MN 55416.

Q. BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?

A. I am employed by Integra Telecom[1] where I currently serve as Director - Carrier Relations. In that capacity, my responsibilities include managing relations between Integra and other telecommunications carriers, including Qwest and other Incumbent Local Exchange Carriers ("ILECs") and Competitive Local Exchange Carriers ("CLECs"). For example, I have a scheduled bi-weekly call with Qwest service management to discuss operational issues, including provisioning, network, and billing issues, between the companies. I am also involved in escalation of service delivery issues as needed and regularly communicate with Qwest service management on day-to-day issues. These calls and escalations include communications regarding Qwest disparaging remarks and inappropriate marketing activities, as well as Qwest policies regarding conditioned copper loops. I regularly participate in Qwest's Change Management Process ("CMP") meetings as Integra's representative.

[1] Integra Telecom purchased Eschelon Telecom in August 2007. In this testimony, the company and its affiliates will be referred to as Integra. However, when addressing actions taken by Eschelon, including before being purchased by Integra, these Comments may refer specifically to Eschelon.

I participate in multiple entity, multi-state interconnection agreement ("ICA") negotiations with Qwest for several states on behalf of Integra and its entities and, before that, I participated in ICA negotiations and arbitrations with Qwest on behalf of Eschelon. I am a member of the industry forum known as the Local Number Portability Working Group (LNPA-WG). I have served in this position since September 2003.

Since joining Integra, I have held four separate positions (including my current position), each with increasing responsibility. From July 2000 to November 2001, I held the position of Manager - Network Provisioning where I was responsible for the direction of a Service Delivery team provisioning services to end user customers and handling customer escalations. I held the position of Senior Manager - Customer Operations Process from November 2001 to March 2002, where I was responsible for developing and implementing ordering and provisioning processes. And from March 2002 until September 2003, I was the Senior Manager - ILEC Relations, where I was responsible for managing business relations between Integra and other telecommunications carriers. I participated in CMP activities throughout these positions.

Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE BEFORE JOINING INTEGRA.

A. I have more than 18 years of experience in the telecommunications industry. Prior to joining Integra, I was employed by US West/Qwest ("Qwest") in a

number of different capacities. For a brief time until I joined Integra (then Eschelon) in July of 2000, I worked in Qwest's Wholesale Markets division as a Service Manager, responsible for organizing and facilitating CLEC collocation build-outs and Unbundled Network Element ("UNE") facilities network implementation. From October 1998 until May 2000, I held the position of Process Analyst - Performance Measures, where I analyzed Qwest's service delivery performance and performed root cause analyses.

I served as a Qwest Service Delivery Coordinator in Qwest wholesale service vendor services from August 1996 until October 1998, where I was responsible for implementing and delivering services ordered by vendors on behalf of Qwest retail end user customers and ordered by CLEC Centrex resellers. During that time, Qwest selected me for President's Club honors based on my performance. From January 1994 to May 1996, I was in the Qwest retail Home and Personal Services ("H&PS") organization, where I assisted H&PS residential customers with their service requests, including responding to ordering, billing, and other Qwest retail customer issues. Before that, I worked as a directory assistance operator in the Qwest Operator Services organization.

Prior to joining Qwest, I was employed for a number of years by Mountain Bell, where I held various positions including positions addressing retail customer service issues. While employed by Qwest, I participated in at least 20 separate seminars and other training sessions, many of which pertained to network

facilities, operational processes and service delivery methods and procedures for both wholesale and retail customers.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE ANY REGULATORY AGENCY?

A. Yes. I have provided verbal and written testimony in the Qwest-Eschelon interconnection agreement arbitrations,[2] an expedite-related complaint case against Qwest in Arizona,[3] and a Minnesota proceeding relating to Qwest's conversion of UNEs to non-UNEs and arrangements for commingled elements.[4] I have also provided written testimony in other CenturyLink/Qwest merger proceedings.[5] I continued to maintain my full responsibilities at Integra, as described above, during the course of those proceedings.

Q. ON WHOSE BEHALF WAS THIS TESTIMONY PREPARED?

A. This testimony was prepared on behalf of Integra.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

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[2] The docket numbers for the Qwest-Eschelon ICA arbitrations are, for Arizona, T-03406A-06-0572; T-01051B-06-0572 ("Arizona arbitration"); for Colorado, 06B-497T ("Colorado arbitration"); for Minnesota, P-5340, 421/IC-06-768 ("Minnesota arbitration"); for Oregon, ARB 775 ("Oregon arbitration"); for Utah, 07-2263-03; ("Utah arbitration"); and for Washington, UT-063061 ("Washington arbitration").

[3] ACC Docket Nos. T-03406A-06-0257 and T-01051B-06-0257.

[4] Minnesota Docket Nos. P-421/C-07-370 and P-421/C-07-371.

[5] Minnesota Docket No. P-421, et. al. / PA-10-456; Colorado 10A-350T; Oregon, UM 1481; Utah 10-049-16; Montana Docket No. D2010.5.55.

A. The purpose of my testimony is to provide factual documentation and background relating to unbundled loops conditioned to transmit the digital signals needed to provide xDSL service, ILEC network maintenance and modernization activities, the Change Management Process, and ILEC marketing activities, disparaging remarks, and discriminatory conduct. The factual information I provide supports the merger conditions proposed by the CLECs in the proceeding. For instance, proposed merger condition 17 addresses the Change Management Process; proposed condition 18 addresses ensuring protection of CLEC information from being used for the Merged Company's retail operations or for ILEC marketing purposes; proposed condition 26 addresses engineering and maintenance of the ILEC network, including not disrupting or degrading service to a CLEC's end user customers; and proposed condition 27 relates to conditioned copper loops. Mr. Doug Denney of Integra and Mr. Timothy Gates of QSI discuss these issues and these merger conditions in their testimony. I will describe each of the exhibits to my testimony in the order in which they appear.

Q. IS THE PURPOSE OF YOUR TESTIMONY TO REPEAT WORK THAT MAY BE DONE IN OTHER DOCKETS OR TO OBTAIN A RULING IN THIS DOCKET THAT QWEST'S PRACTICES RELATING TO THESE RECOMMENDED CONDITIONS VIOLATE THE LAW?

A. No. CLECs are proposing merger conditions in this docket to ensure that the post-transaction entity complies with the law and does not harm customers and

competition. Integra seeks to avoid adverse changes that could otherwise result from the proposed transaction. For example, CenturyLink could adopt the described Qwest practices throughout the merged company. The factual information provided with my testimony demonstrates that there is cause for concern about adverse changes, unless merger conditions are adopted regarding compliance with the law. Mr. Gates addresses the reasons why it is important to obtain merger conditions regarding compliance with the law, even though it seems self-evident that the merged company should comply with the law. Mr. Denney also further discusses these issues in his testimony.

II. EXHIBITS

Q. PLEASE IDENTIFY THE EXHIBITS TO YOUR TESTIMONY.

A. As part of my testimony, I have included the following exhibits, each of which is described in more detail below:

- Exhibit BJJ-1: Joint CLEC Initial Comments (November 24, 2009)
- Exhibit BJJ-1A: Errata pages for Exhibit Integra 2.1 with corrections to the table of contents
- Exhibit BJJ-2: Matrix – Legal Authority Compared to Qwest Position: xDSL-Capable Copper Loops [Attachment A to Joint CLEC Initial Comments]
- Exhibit BJJ-3: Presentation – Overview: xDSL-Capable Copper Loops [Attachment B to Joint CLEC Initial Comments]
- Exhibit BJJ-4: Integra April 9, 2009 Notice Letters to Qwest, with Enclosures 1 through 26 [Attachment C to Joint CLEC Initial Comments]

- Exhibit BJJ-5: CMP Change Request (CR) Detail for CR #PC082808-1IGXES ("Provision Loops per Request CR" or "NC/NCI CR") [Attachment D to Joint CLEC Initial Comments]
- Exhibit BJJ-6: CMP Change Request (CR) Detail for CR #PC020409-1EX ("Facilities Assignment USOC CR") [Attachment E to Joint CLEC Initial Comments]
- Exhibit BJJ-7: Optional Testing – CMP Materials [Attachment F to Joint CLEC Initial Comments]
- Exhibit BJJ-8: Excerpts from State Commission Orders Relating to Network Maintenance and Modernization (Issue Number 9-33 in Qwest-Eschelon ICA Arbitrations) [Attachment G to Joint CLEC Initial Comments]
- Exhibit BJJ-9: CLECs Known to have Taken Advantage of the Terms of the Qwest-Eschelon Minnesota Interconnection Agreement via Opt-In or as a Base [Attachment H to Joint CLEC Initial Comments]
- Exhibit BJJ-10: Excerpts from MPUC Docket Nos. P-421/C-07-370; P-421/C-07-371, including Department testimony regarding the Change Management Process ("CMP") and Qwest testimony regarding the importance of compliance with industry standards [Attachment I to Joint CLEC Initial Comments]
- Exhibit BJJ-11: Grandparenting ADSL compatible loops and Raw Loop Qualification – CMP Materials [Attachment J to Joint CLEC Initial Comments]
- Exhibit BJJ-12: xDSL Summary of Key Events from October 2007 to November 2009- Integra [Attachment K to Joint CLEC Initial Comments]
- Exhibit BJJ-13: xDSL Email Exchange – HDSL2 Repairs, Intervals, etc. [Attachment L to Joint CLEC Initial Comments]
- Exhibit BJJ-14: Matrix – xDSL Provisioning and Repair Examples [Attachment M to Joint CLEC Initial Comments]
- Exhibit BJJ-15: Loop Assignment – Example of Assigned and Unassigned Facilities when Qwest did not assign the best available loop for the service Integra requested [Attachment N to Joint CLEC Initial Comments]

- Exhibit BJJ-16: AdTran DSL Assistant Example [Attachment O to Joint CLEC Initial Comments]
- Exhibit BJJ-17: Marketing/Disparaging Remarks Examples [Attachment S to Joint CLEC Initial Comments]
- Exhibit BJJ-18: Additional Marketing/Disparaging Remarks Examples [includes Attachment S-1 to Integra Motion for Prehearing Conference and Notice of Supplemental Exhibits (July 8, 2010) and examples since then]
- Exhibit BJJ-19: Other Discrimination Example Chronology [Attachment T to Joint CLEC Initial Comments]
- Exhibit BJJ-20: November 23, 2009 xDSL Example [Attachment V to Joint CLEC Initial Comments]
- Exhibit BJJ-21: Qwest May 7, 2010 Network Notification [Attachment W to Integra Motion for Prehearing Conference and Notice of Supplemental Exhibits (July 8, 2010)]
- Exhibit BJJ-22: Integra and PAETEC Objections to Qwest May 7, 2010 Network Notification [Attachment X to Integra Motion for Prehearing Conference and Notice of Supplemental Exhibits (July 8, 2010)]
- Exhibit BJJ-23: CMP Qwest Change Request (CR) # PC072010-1 and CLEC comments and objections to Qwest's CR
- Exhibit BJJ-24: Qwest CMP Document
- Exhibit BJJ-25: Minnesota PUC Docket P-421lC-03-616 ("MN 616 orders")
- Exhibit BJJ-26: CMP Qwest August 5, 2010 Level 3 Notification Regarding ADSL Compatible Loop; PAETEC's comments in response to Qwest's proposed changes; Qwest-prepared August 31, 2010 CMP ad-hoc call meeting minutes; Qwest's September 2, 2010 Renotification; Qwest's Revised redlined changes to its PCAT; and Integra's comments in response to Qwest's September 2, 2010 revised proposed PCAT changes.

Q. MR. GATES REFERS IN HIS TESTIMONY TO YOUR TESTIMONY INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT TESTIMONY, AND IF SO, DID MR. GATES TAKE ANY STATEMENT OR EVENT OUT OF CONTEXT?

A. I have reviewed that testimony and, no, Mr. Gates did not take any statement or event out of context.

Q. MR. DENNEY REFERS IN HIS TESTIMONY TO YOUR TESTIMONY INCLUDING ITS EXHIBITS. HAVE YOU REVIEWED THAT TESTIMONY, AND IF SO, DID MR. DENNEY TAKE ANY STATEMENT OR EVENT OUT OF CONTEXT?

A. I have reviewed that testimony and, no, Mr. Denney did not take any statement or event out of context.

Q. PLEASE DESCRIBE EXHIBITS BJJ-1 and BJJ-1A.

A. Exhibit BJJ-1 is a true and correct copy of comments that contain information which I verify below and which Mr. Denney verifies in his testimony. The comments were publicly filed by a group of CLECs with the Minnesota Commission on November 24, 2009, in Minnesota Docket No. P-421/CI-09-1066, entitled "In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements and into Related Marketing Practices Targeting

CLEC Customers."[6] The CLECs that submitted the comments in that docket are Integra Telecom of Minnesota, Inc. and Eschelon Telecom of Minnesota, Inc. (collectively referred to as "Integra"), Popp.Com ("Popp.com"), Velocity Telephone, Inc. ("Velocity"), US Link, Inc., d/b/a TDS Metrocom, LLC ("TDSM") and McLeodUSA Telecommunications Services, Inc., a PAETEC company ("McLeodUSA" or "PAETEC") (collectively referred to as "Joint CLECs"). I refer to these comments as the Joint CLEC Initial Comments.

Exhibit BJJ-1A is a corrected (errata) version of the table of contents to Exhibit BJJ-1 (showing corrected page numbers to reflect the correct corresponding pages of Exhibit BJJ-1).

Many of the exhibits to my testimony were also provided as Attachments to the Joint CLEC Initial Comments (Exhibit BJJ-1).[7] As described above, the purpose of providing these exhibits is not to re-litigate those issues to obtain a ruling that Qwest is violating the law, as further described by Mr. Denney, but rather the purpose of the exhibits is to offer support for the recommended merger conditions in this proceeding. Although the same facts are helpful to the finders of fact in

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[6] In reviewing the Attachments to Exhibit BJJ-1 as filed with the Joint CLEC Initial Comments in Minnesota, it appears that certain figures (*e.g.*, diagrams, charts, and tables) may not appear in the electronic copies of those attachments that were filed with the Minnesota Commission. Those figures are included in Exhibit BJJ-1.

[7] Because the Joint CLEC Initial Comments refer to the lettering of those Attachments, I also provide a reference to the Attachment in brackets, when applicable, in the above list of exhibits to my testimony, for ease of cross referencing the documents. Some of the parties to this docket (including Qwest and Integra) are participating in more than one docket in more than one state, and efficiencies for the parties can be gained as well by including cross references to the earlier numbering scheme.

more than one proceeding, the uses of the evidence may be different, as here. When referencing pages of Exhibit BJJ-1, Integra refers to the original page numbering, which appears at the bottom of each page.

Q. ARE THE ISSUES DISCUSSED IN THE JOINT CLEC INITIAL COMMENTS AND ATTACHMENTS LIMITED TO MINNESOTA?

A. No. The described Qwest policies and practices apply throughout Qwest's 14-state region. Of the 14 Qwest states, Minnesota has initiated an investigation into Qwest UNE provisioning and marketing practices, so these documents were filed first in Minnesota. In any event, Qwest's own statements describing its current policies and practices apply region-wide. (See, Exhibit BJJ-2).

Q. HAVE YOU REVIEWED EXHIBITS BJJ-1 AND BJJ-1A (COLLECTIVELY REFERRED TO AS EXHIBIT BJJ-1)?

A. Yes. I verify that the factual assertions relating to the Change Management Process ("CMP") and related events, the ICA negotiations and arbitrations, the communications with Qwest and customers on service management issues and escalations, in which I was involved, which are contained in the Joint CLEC Initial Comments and Attachments, that were filed with the Minnesota commission on November 24, 2009, are true and correct statements to the best of my knowledge.

Because Exhibit BJJ-1A simply provides corrected page numbering for the table

of contents filed previously, I may refer in my testimony to Exhibit BJJ-1, along with the table of contents from Exhibit BJJ-1A, collectively as Exhibit BJJ-1.

Q. PLEASE DESCRIBE EXHIBIT BJJ-2, WHICH RELATES TO LEGAL AUTHORITY RELATED TO QWEST'S POSITION.

A. Exhibit BJJ-2 is a true and correct copy of a matrix that is used to compare Qwest's legal or contractual obligation with Qwest's stated position or practice, and it is accurately described in the Joint CLEC Initial Comments.[8] For each of the issues (a)-(j) in Section III(A)(2) of the Joint CLEC Initial Comments (Exhibit BJJ-1), the matrix in Exhibit BJJ-2 contains one column that cites Qwest's legal obligation and a corresponding column that cites Qwest's stated position or practice that is contrary to that legal obligation. The latter column identifies the location in the Attachments to the Joint CLEC Comments (Exhibit BJJ-2 through Exhibit BJJ-17, Exhibit BJJ-19, and Exhibit BJJ-20) in which the Qwest document containing the Qwest stated position appears. I participated on behalf of Integra in CMP activities and email exchanges cited in the matrix.

Q. PLEASE DESCRIBE EXHIBIT BJJ-3, WHICH IS AN OVERVIEW RELATING TO xDSL-CAPABLE COPPER LOOPS.

A. BJJ-3 is a true and correct copy of a presentation that includes the FCC definition and diagram of an unbundled loop; the FCC definition of line conditioning obligation; a diagram of Qwest's and the FCC's view of line conditioning; FCC

[8] Exhibit BJJ-1, p. 14 Joint CLEC Initial Comments

testing and repair obligations for conditioned copper loops, and an excerpt from the Washington Arbitrators' Report from the Qwest-Eschelon ICA arbitration proceeding (in which I participated).[9] Exhibit BJJ-3 also contains a side by side view (FCC/CLEC vs. Qwest) of testing and repair for xDSL loops and a diagram describing HDSL2 test parameters and levels. At a November 13, 2009, meeting, Integra's President & Chief Operating Officer and its Vice President, Corporate Operations reviewed the presentation with Qwest Regional Vice President Ken Beck, as described in Attachment K to the Joint CLEC Initial Comments.[10]

Q. PLEASE DESCRIBE EXHIBIT BJJ-4 RELATING TO INTERCONNECTION AGREEMENT NOTICE LETTERS SENT TO QWEST.

A. Exhibit BJJ-4 contains true and correct copies of written notice letters dated April 9, 2009, that Integra sent to Qwest (Warren Mickens, Vice President; Director – Interconnection Compliance; Qwest Legal Department; John Stanoch, President, Minnesota), with copies to Qwest Regional Vice President Ken Beck, Qwest attorneys, Qwest interconnection negotiations personnel, along with 26 attachments to those letters. Exhibit BJJ-4 is accurately described in the Joint CLEC Initial Comments.[11] I was copied on both notice letters, as was my

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9 WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

10 Exhibit BJJ-12, p. 3, footnote 6 (Attachment K, p. 003, footnote 6).

11 Exhibit BJJ-1, p. 4.

colleague Doug Denney. The first notice letter in Exhibit BJJ-4 has a subject line of:

> "Reply to Qwest's 4/1/09 responses to Integra's other written ICA notice letters, dated 3/6/09, 3/12/09, and 3/20/09; Ongoing request for business solution and more specific response to legal/ICA/industry standard issues; ICA written notice."

The second notice letter in Exhibit BJJ-4 has a subject line of:

> "Compliance with Qwest-Eschelon and Qwest-Integra Minnesota ICAs and the Commission's Order re. Issue 9-33 in Docket No. P-5340, 421/IC-06-768."

The 26 enclosures outlined certain events leading up to the April 9, 2009, notice letters, from October 11, 2007, through March 12, 2008, including escalations regarding Qwest's limited testing to voice grade parameters for 2 wire unbundled loops, CMP materials relating to provisioning and assigning facilities for conditioned copper loops, and formal notices to Qwest of breach of the ICAs. A table of the 26 attachments was provided with the April 9, 2009, notice letters and is available at the pages of Exhibit BJJ-4 labeled "Attachment C, Page 006" through "Attachment C, Page 007."

Q. PLEASE DESCRIBE EXHIBIT BJJ-5 RELATING TO INTEGRA'S CMP CHANGE REQUEST NUMBER PC082808-1IGXES REGARDING CONDITIONED COPPER LOOPS USED TO PROVIDE ADVANCED SERVICES.

A. Exhibit BJJ-5 contains true and correct copies of documentation, including meeting minutes, prepared by Qwest to document, or "detail," events that

occurred in Qwest CMP relating to a Change Request ("CR") submitted by Integra. Integra's request is entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NC/SECNCI Code Industry Standards."[12] I submitted this Change Request on Integra's behalf on August 28, 2008. In CMP, Qwest assigned a CR number of #PC082808-1IGXES to Integra's request. For ease of distinguishing between this Change Request and Integra's second Change Request in CMP to ask Qwest to implement a Universal Service Ordering Code ("USOC") (see Exhibit BJJ-6, discussed below), Integra refers to this Change Request as "Provision Loops per Request CR." In its Provision Loops per Request CR, Integra described the problem needing resolution as follows:

> In October 2007, Integra notified its Qwest service management team that Integra was experiencing issues with Qwest's provisioning and repair of xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related entities ("Integra") have continued to work with its Qwest service management team to address these issues. For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).
>
> Integra communicates the type of service it intends to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). However, Qwest has indicated that it now designs, provisions and repairs the circuits to voice grade parameters measured at 1004 Hz, regardless of the NCI/SECNCI code requested on

[12] Exhibit BJJ-5, p. 1 (Attachment D, page 001).

the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering within the Non-Loaded Loop family. As discussed below, it supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e.g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a secondary NCI code ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for HDSL2 capable service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own parameters, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz
- ISDN service Loss at less than 40 dB at 40 kHz
- ADSL service Loss at less than 41 dB at 196 kHz
- HDSL2 service Loss at less than 28 dB at 196 kHz.

When Integra raised the issue of Qwest limiting digital services to voice grade parameters with its Qwest Service Management team, Qwest responded by indicating that "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders." Integra continues to believe that its current Interconnection Agreements ("ICAs") require Qwest to provide unbundled loops that transmit digital signals in addition to voice-grade service, etc. Integra reserves its rights under its ICAs. At the same time, in an effort to resolve this issue and at the request of Qwest, Integra is requesting in CMP that Qwest develop and maintain the process and procedures needed to design, provision, test and repair Unbundled Loops so that the circuit will conform to the requirements requested by CLEC, including compliance with the industry standards for the NCI/SECNCI code provided on the LSR. On 7/23/08, Qwest proposed that Integra submit a change request in CMP, including asking Qwest to design, provision, test and repair services in way that takes into account NCI/SECNCI codes standards instead of just the NC codes. Integra includes that request in this CR. . . .[13]

This problem is accurately described in the Joint CLEC Initial Comments.[14]

[13] Exhibit BJJ-5, pp. 1-2 (Attachment D, Pages 001-002).

[14] Exhibit BJJ-1, pp. 23-46.

Qwest denied Integra's Provision Loops per Request CR on March 13, 2009,[15] and Integra escalated Qwest's decision on March 20, 2009.[16] Qwest provided its binding response on March 27, 2009,[17] and Integra provided a position statement to Qwest CMP on April 3, 2009.[18]

Q. PLEASE DESCRIBE EXHIBIT BJJ-6 RELATING TO INTEGRA'S CMP CHANGE REQUEST NUMBER PC020409-1EX REGARDING QWEST IMPLEMENTATION OF A UNIVERSAL SERVICE ORDERING CODE ("USOC") TO IMPROVE ASSIGNMENT OF LOOP FACILITIES.

A. Exhibit BJJ-6 contains true and correct copies of documentation, including meeting minutes, prepared by Qwest to document, or "detail," events that occurred in Qwest CMP relating to another Change Request ("CR") submitted by Integra. Exhibit BJJ-6 is accurately described in the Joint CLEC Initial Comments.[19] Integra's request is entitled "Qwest will implement the USOC to correct the facility assignment for HDSL."[20] I submitted this Change Request on Integra's behalf on February 4, 2009. In CMP, Qwest assigned a CR number of PC020409-1EXES to the request. For ease of distinguishing this CR from Integra's earlier request (Provision Loops per Request CR, Exhibit BJJ-5), Integra

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15 Exhibit BJJ-5, p. 24 (Attachment D, Page 024).
16 Exhibit BJJ-5, pp. 24-45 (Attachment D, Pages 024-045).
17 Exhibit BJJ-5, pp. 47-49 (Attachment D, Pages 047-049).
18 Exhibit BJJ-5, pp. 49-62 (Attachment D, Pages 049-062).
19 Exhibit BJJ-1, pp. 44-45.
20 Exhibit BJJ-6, p. 1 (Attachment E, Page 001).

refers to this Change Request as "Facilities Assignment USOC CR." In its Facilities Assignment USOC CR, Integra described the problem needing resolution as follows:

> Integra and its entities ("Integra") submits this change request (CR) to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.
>
> This CR does not replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time. . . .
>
> Although Qwest had said that work on USOC implementation is currently underway and scheduled to be implemented in mid April of 2009, Qwest has since suggested that it may stop work on the USOC if CLECs do not agree to an unrelated Qwest proposal. Qwest should not tie implementation of the USOC to other issues. Doing so will cause an unnecessary delay and may cause discriminatory conditions to continue.[21]

[21] Exhibit BJJ-6, pp. 1-2 (Attachment E, pp. 001-002).

Integra submitted the Facilities Assignment USOC CR as an exception to the CMP rules (using a process in the governing CMP Document for requesting such exceptions) in an effort to keep the mid-April USOC implementation date to which Qwest had previously committed. The CMP exception process requires a unanimous vote for the request to be processed as an exception to the CMP processes. As required by the CMP Document (Exhibit BJJ-24), Qwest held a vote on February 17, 2009. Ten carriers voted. Nine voted yes, with only Qwest voting no.[22]

On February 18, 2009, Qwest sent Integra the denial for its Facilities Assignment USOC CR.[23] Integra escalated the denial on March 5, 2009,[24] Qwest provided Qwest's binding response on March 13, 2009,[25] and Integra provided its position statement on March 20, 2009.[26]

Q. PLEASE DESCRIBE EXHIBIT BJJ-7, WHICH CONTAINS CMP MATERIALS RELATING TO OPTIONAL TESTING.

A. Exhibit BJJ-7 includes true and correct copies of CMP documentation associated with Qwest's October 2001 CMP Change Request number PC100101-5ES entitled "Clarification of Additional Testing Process," which Qwest then named

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22 Exhibit BJJ-4, p. 38 (Attachment C, page 038).

23 Although Qwest sent the denial to Integra on February 18, 2009, the letter denying the Change Request was dated February 17, 2009. See Exhibit BJJ-4, pp. 39-40 (Attachment C, pages 039-040).

24 Exhibit BJJ-6, pp. 6-13 (Attachment E, pages 006-013).

25 Exhibit BJJ-6, pp. 15-16 (Attachment E, pages 015-016).

26 Exhibit BJJ-6, pp. 16-22 (Attachment E, pages 016-022).

"optional testing."[27] Exhibit BJJ-7 is accurately described in the Joint CLEC Initial Comments.[28] Qwest implemented its optional testing charges via CMP over the objections of multiple CLECs.[29] Qwest assured CLECs that the charge would only apply at CLEC's option and when CLEC does not provide test diagnostics to Qwest.[30]

Q. PLEASE DESCRIBE EXHIBIT BJJ-8, WHICH CONTAINS EXCERPTS FROM STATE COMMISSION ORDERS RELATING TO NETWORK MAINTENANCE AND MODERNIZATION.

A. Exhibit BJJ-8 includes true and correct excerpts from state commission orders in Qwest-Eschelon interconnection agreement arbitrations (in which I participated) in five states.[31] A review of the excerpts in Exhibit BJJ-8 shows that the commissions in all five states agreed with Eschelon's position that Qwest's network maintenance and modernization activity should not disrupt or degrade service to a CLEC's end user customers.[32] For example, the Arbitrator in Washington said:

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27 Exhibit BJJ-7, pp. 16-17 (Attachment F, pages 016-017).

28 Exhibit BJJ-1, pp. 34-36.

29 Exhibit BJJ-7, pp. 4-12 and 19-39 (Attachment F, pages 004-012 & 019-039).

30 Exhibit BJJ-7, pp. 13-18 (Attachment F, pages 013-018).

31 Eschelon and Qwest arbitrated the same issue (Issue No. 9-33) in 6 states. A decision is pending in Colorado. See discussion of Exhibit BJJ-8, at pp. 5-7 and 47-50 in Exhibit BJJ-1, the Joint CLEC Initial Comments (Attachment G and the Joint CLEC Initial Comments, pp. 5-7 & 47-50).

32 The FCC's unbundling rule provides, in part: "An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to the local loop." 47 C.F.R. §51.319(a)(8). This language is reflected in proposed merger condition 26(a).

> While Qwest should have the discretion to modernize its own network, it should be apparent that 'modernization' and 'maintenance' efforts should enhance or maintain, not diminish transmission quality.[33]

Q. PLEASE DESCRIBE EXHIBIT BJJ-9, WHICH LISTS CLECs KNOWN TO HAVE OPTED IN TO THE QWEST-ESCHELON INTERCONNECTION AGREEMENT.

A. Of the five Qwest-Eschelon interconnection agreement ("ICA") arbitrations completed to date,[34] Minnesota was the first. Exhibit BJJ-9 includes a list of twelve (12) CLECs known to have either opted into the Qwest-Eschelon ICA in Minnesota or used the agreement as a base. In addition to the examples in Exhibit BJJ-9, Hood Canal Telephone Co. Inc and Computer 5 have opted in to the Qwest-Eschelon ICA in Washington, FiberNet Monticello has opted-in to the ICA in Minnesota, and POPP.com, Inc. has opted in to the ICA in Arizona. These CLECs have substantially the same ICA provisions as Eschelon and Integra, including the same provisions regarding xDSL and line conditioning.[35]

Q. PLEASE DESCRIBE EXHIBIT BJJ-10 RELATING TO UNILATERAL CONDUCT BY QWEST IN CMP AND QWEST'S STATEMENTS REGARDING THE IMPORTANCE OF INDUSTRY STANDARDS.

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[33] WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

[34] For the docket numbers, see the footnote above (to the description of my background).

[35] See Exhibit BJJ-4, pp. 124-164 (Attachment C, pages 124-164). See Exhibit BJJ-9, p. 2 and pp. 50-51 in Exhibit BJJ-1, the Joint CLEC Initial Comments (Attachment H, p. 2 and the Joint CLEC Initial Comments, pp. 50-51).

A. The CMP Document (Exhibit BJJ-24), which outlines the rules and procedures governing conduct of Qwest's CMP, provides that the interconnection agreements control over CMP (including changes to Qwest's web-based Product Catalog, known as the PCAT, made through CMP).[36] CMP was a subject of extensive testimony in the Qwest-Eschelon ICA Arbitrations (in which I participated). The Minnesota arbitrators concluded: "Eschelon has provided ***convincing evidence*** that the CMP process does not always provide CLECs with adequate protection from Qwest making ***important unilateral changes*** in the terms and conditions of interconnection."[37] In the Oregon Qwest-Eschelon ICA Arbitration, when Qwest asserted that it had properly implemented a process through the CMP, the arbitrator in Oregon similarly commented upon evidence submitted by Eschelon and concluded regarding Qwest's assertion that "the record casts doubt upon that assertion."[38] Since then, a witness for the Minnesota Department of Commerce also commented upon Qwest's unilateral conduct in CMP, stating: "The Commission should consider advising Qwest that if there is another incident of this type where Qwest takes unilateral action (without collaborating with the CLECs) that results in operational barriers for CLECs, then the Commission will

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[36] Exhibit BJJ-24, CMP Document (Arbitrated ICA Exhibit G), §1.0 ("Introduction and Scope"). See also Qwest-Integra ICA §12.1.6.1.4 (Exhibit BJJ-4, p. 153 (Attachment C, p. 153)).

[37] See Arbitrator's Report, In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b), MPUC Docket No. P-5340, 421/IC-06-768 ("Minnesota Qwest-Eschelon ICA Arbitration"), adopted as modified by the MPUC in its Order Resolving Arbitration Issues (March 30, 2007), ¶ 22 (emphasis added).

[38] Order No. 08-365, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No.ARB 775 (July 7, 2008), p. 64.

require future Qwest processes and changes related to 251 UNEs . . . that affect Minnesota CLECs be submitted to the Commission for prior approval."[39] A true and correct excerpt of this testimony is contained in Exhibit BJJ-10.[40] In Arizona, the Commission has similarly cautioned Qwest: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates."[41]

Exhibit BJJ-10 also contains true and correct excerpts from Qwest witnesses who testified in multiple rounds of testimony that industry standards are important and who claimed that Qwest complies with industry standards. For example, Qwest witness Renee Albersheim, in her Surrebuttal Testimony, testified:

> ...as Qwest sees it, choosing to ignore regulations and choosing to ignore industry standards is not an option.[42]
>
> If industry standards were used by ILECs to create operational barriers for CLECs, the practices would be forced to change by the industry.[43]
>
> Industry standards are not created by ILECs to benefit only ILECs. They are created and supported by a broad spectrum of industry participants to benefit the industry as a whole.[44]

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[39] See Exhibit BJJ-10, Attachment I, p. 4, lines 11-16, MN conversions/commingling docket, Dr. Fagerlund Reply Testimony (Sept. 25, 2009). I was also a witness in this docket.

[40] See Exhibit BJJ-10, pp. 1-4 and discussion of CMP, Exhibit BJJ-1, pp. 2-3 in the Joint CLEC Initial Comments (Attachment I, pp. 001-004 and the Joint CLEC Initial Comments, pp. 2-3).

[41] Commission's Opinion and Order, *In re. Eschelon Telecom Inc., of Arizona v. Qwest Corporation*, Docket Nos. T-03406A-06-0257, T-01051B-06-0257, Decision No. 70557 (Oct. 23, 2008) ("ACC Decision No. 70557") (p. 32 line 26 – p. 33 line 1).

[42] Exhibit BJJ-10, p. 19, lines 8-9 (Attachment I, p.019, lines 8-9).

[43] Exhibit BJJ-10, p. 20, lines 10-11 (Attachment I, p. 020, lines 10-11).

Q. PLEASE DESCRIBE EXHIBIT BJJ-11 CONTAINING CMP MATERIALS RELATING TO QWEST'S CHANGE REQUEST TO GRANDPARENT ADSL COMPATIBLE LOOPS.

A. Exhibit BJJ-11 includes CMP meeting materials associated with Qwest's grandparenting of ADSL capable loops, which is accurately described in the Joint CLEC Initial Comments.[45] I participated in these events on behalf of Integra.

Exhibit BJJ-11 also contains Qwest prepared documentation related to a Qwest March 13, 2009 CMP-Loop Qualification & Raw Loop Data CLEC Job process notification.

Q. PLEASE DESCRIBE EXHIBIT BJJ-12, WHICH IS INTEGRA'S xDSL KEY SUMMARY OF EVENTS.

A. Exhibit BJJ-12 provides a high level overview of the summary of events related to Integra's efforts to resolve the issues relating to conditioned copper loops and xDSL. The overview includes a timeline from October 2007 to November of 2009 for escalations to Qwest service management, Integra's Change Requests submitted to Qwest in CMP, and Vice President level escalations.[46] I participated in these events on behalf of Integra.

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[44] Exhibit BJJ-10, p. 20, lines 14-16 (Attachment I, p. 020, lines 14-16).

[45] Exhibit BJJ-1, pp. 18-22.

[46] Exhibit BJJ-12, pp. 1-3 (Attachment K, pp. 001-003).

1 **Q. PLEASE DESCRIBE EXHIBIT BJJ-13, WHICH CONTAINS EMAIL**
2 **EXCHANGES BETWEEN QWEST AND INTEGRA REGARDING xDSL**
3 **ISSUES.**
4 A. Exhibit BJJ-13 contains true and correct copies of email exchanges between
5 Qwest and Integra, including communications between an Integra ILEC Relations
6 Process Specialist, who reports to me, and a Qwest service manager. The email
7 exchanges took place between October of 2007 and January of 2008. They began
8 as a result of the escalation by an Integra repair supervisor to Qwest service
9 management regarding a repair for an HDSL2 loop on October 11, 2007.[47] In the
10 matrix comparing legal authority to Qwest's stated positions (Exhibit BJJ-2,
11 Attachment A), Qwest's statements from Exhibit BJJ-13 (Attachment L) are
12 accurately quoted and cited in matrix row numbers 3, 6, 9, and 10.

13 As shown in Exhibit BJJ-13, Integra requested clarification on several matters in
14 an email Integra sent to Qwest on November 14, 2007; Qwest responded on
15 January 21, 2008, indicating: (1) Qwest does not use the NCI codes to provision
16 the loop and claims that the NCI code is only informative[48] to Qwest; (2) Qwest
17 unilaterally defines "excessive bridge tap" as bridge tap within certain distances[49]
18 (rather than as the federal rule defines it, as bridge tap that that could diminish the

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[47] Exhibit BJJ-13, p. 1 (Attachment L, p. 001); see also Exhibit BJJ-4, p. 8.

[48] Exhibit BJJ-13, p. 1 (Attachment L, p. 001) at Qwest's response to question number one, first paragraph; see also *id.* at Qwest's response to 3 (c) , second paragraph on p. 3. Qwest confirmed its position later in CMP. Exhibit BJJ-4, p. 62 (Attachment C, p. 062) (15) Qwest CMP Denial, 3/13/09; Exhibit BJJ-5, p. 4 (Attachment D, p. 004) March 18, 2009 CMP meeting.

[49] Exhibit BJJ-13, p. 2 (Attachment L, p. 002,) Qwest's response to question number two.

capability of the loop to deliver xDSL[50]); (3) Qwest does not allow a CLEC to reserve a particular available loop, even if Qwest's loop qualification shows multiple loops and one may perform better than another;[51] (4) "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes on the CLEC orders";[52] and (5) Qwest repair employees that told Integra to submit an order to remove bridge tap were in error because Qwest does not offer that "product" or "service."[53]

Q. PLEASE DESCRIBE EXHIBIT BJJ-14 AND EXHIBIT BJJ-20 REGARDING xDSL EXAMPLES.

A. Exhibit BJJ-14 includes a summary matrix, along with true and correct copies of corresponding supporting documentation. The examples relate to conditioned copper loop provisioning, repair, and billing (*e.g.*, maintenance of service and optional testing charges). The examples in Exhibit BJJ-14 (Attachment M) correspond to issues (a)-(j) in Section III(A)(2) of the Joint CLEC Initial Comments (Exhibit BJJ-1):

- Qwest restricts testing to voice transmission parameters and refuses digital signal levels on trouble reports.

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50 47 C.F.R. §51.319(a)(1)(iii)(A).

51 Exhibit BJJ-13, p. 2 (Attachment L, p. 2). Qwest's response to question 3 (a). See Exhibit BJJ-1, pp. 37-38, Joint CLEC Initial Comments.

52 Exhibit BJJ-13, p. 3 (Attachment L, p. 3,) Qwest's response to questions 3 (c), second paragraph.

53 Exhibit BJJ-13, p. 4 (Attachment L, p. 4,) Qwest's response to question 4.

- Qwest denies access to ADSL capable loops based on grandparenting of ADSL.[54]

- Qwest refuses to repair/restore service to data/digital levels leaving the customer adversely impacted.

- Qwest refuses to remove certain devices, including bridge tap when removing the devices could resolve the issue. Although Qwest did agree in a limited circumstance to remove the bridge tap, the repair was delayed and the customer was impacted. In the majority of cases, Qwest refuses to remove the bridge tap (or other device).

- Qwest charges CLECs a maintenance of service charge even though the trouble is in the Qwest network (e.g. due to bridge tap).

- Qwest refuses to proceed with the repair unless the CLEC authorizes charges for optional testing, when the CLEC has provided test results to Qwest, when asking Qwest to test is supposed to be optional.

- Qwest does not assign the best available pair for the type of loop requested because Qwest assigns to voice parameters for 2 and 4 wire non-loaded loops.

Exhibit BJJ-20 contains true and correct documentation for an additional example.[55] Integra escalated the issue to Integra's Qwest service manager when Qwest refused to remove the bridge tap after Integra submitted trouble tickets to Qwest. Qwest's service manager first refused to escalate the issue and told the Integra repair manager to have an Integra general manager or vice president

[54] In a June 5, 2008 email from Qwest Regional Vice President, Wholesale, Ken Beck to Integra, Qwest said that "CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***" even though Qwest was not making the ADSL capable loop available to all CLECs. See Exhibit BJJ-4, p. 16 (Attachment C, p. 016.) (emphasis added)

[55] Exhibit BJJ-20 (Attachment V) was provided as a separate exhibit (rather than in the matrix) because the example occurred on November 23, 2009, the day before the Joint CLEC Initial Comments (Exhibit BJJ-1) were filed on November 24, 2009. Due to time constraints at that time, the example was added at the end of the exhibits. It is maintained separately here simply for ease of reference when looking for documents cited in Exhibit BJJ-1 by the numbering used in those comments.

escalate the issue directly to Qwest Regional Vice President, Wholesale, Ken Beck. When Integra responded that Integra was appropriately sending the example to the Qwest service manager because end user customers are being impacted,[56] the Qwest service manager responded to Integra's repair manager nine minutes later[57] with two short sentences: "The Circuits are testing within specification of the loops ordered.[58] Qwest considers this issued closed."[59] As the example shows, Qwest claims the loop is "within specification," even when bridge tap is interfering with xDSL service on a loop for which conditioning was authorized.

Q. PLEASE DESCRIBE EXHIBIT BJJ-15 REGARDING LOOP ASSIGNMENT.

A. Exhibit BJJ-15 includes a true and correct copy of a CLEC order (a Local Service Request or "LSR"), along with true and correct copies of Qwest documentation related to a loop that was assigned by Qwest, as well as other loops that Qwest did

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[56] The Qwest service manager's instruction was contrary to Qwest's own procedures, developed in CMP Re-design and currently reflected in Qwest's PCAT, which states: "***Escalations can be initiated for any issue, at anytime, and at any escalation point.***" (emphasis added). See http://www.qwest.com/wholesale/clecs/exescover.html; see also Exhibit BJJ-24 (CMP Document) §12.8.1.

[57] The email time of Qwest's response appears to be two hours earlier than Integra's email. The time discrepancy, however, is due to the fact that Qwest's service manager is in the Central time zone and Integra's repair manager is in the Pacific time zone.

[58] Qwest's comment is based on its position that it tests xDSL loops to voice parameters only. See, Exhibit BJJ-2 (Attachment A), Row Nos. 1-2.

[59] Exhibit BJJ-20, p. 1 (Attachment V, p. 1) November 23, 2009 email response from Qwest.

not assign.[60] Exhibit BJJ-15 (Attachment N) accurately illustrates a problem resulting from the CLEC's inability, per Qwest's processes, to reserve a loop.[61]

Q. PLEASE DESCRIBE EXHIBIT BJJ-16, WHICH IS AN EXAMPLE FROM THE ADTRAN DSL ASSISTANT.

A. Exhibit BJJ-16 (Attachment O) includes true and correct copies of documentation from an equipment vendor named AdTran. This documentation provides further support to accurately illustrate the problem resulting from the CLEC's inability, per Qwest's processes, to reserve a loop.[62]

Q. HAVE YOU REVIEWED ATTACHMENTS P, Q, AND R TO THE JOINT CLEC INITIAL COMMENTS (EXHIBIT BJJ-1)?

A. Yes. Attachment P contains excerpts from PAETEC's Business Analysis and Quality Assurance ADSL EDI document, Attachment Q contains PAETEC-Qwest communications regarding ADSL & SDSL troubles, and Attachment R contains PAETEC's Summary of Key Events.[63] During at least the same time period as Integra has been raising problems with Qwest's xDSL practices with Qwest,[64] PAETEC has also been raising problems with Qwest's xDSL practices with Qwest. PAETEC's experiences are similar to those of Integra. I was present

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60 This LSR was selected randomly only for purposes of comparing assigned and unassigned loops for the same address. (It is not one of the examples of non-working service.)

61 Exhibit BJJ-1, pp. 37-41.

62 Exhibit BJJ-1, pp. 39-41.

63 Exhibit BJJ-1, p. i.

64 Exhibit BJJ-12 (Attachment K) Integra xDSL Summary of Key Events.

at CMP meetings when PAETEC described to Qwest the types of issues described in its Attachments. For example, I attended the November 18, 2008, monthly CMP meeting when PAETEC said, as reflected in Qwest-prepared meeting minutes:

> Julia Carter-Redman-McLeodUSA said that their concern is that they have a circuit that has worked properly for years (11/26/08 Comments to minutes received from Integra) a change occurs in Qwest's network and now the circuit doesn't work. Qwest's response is that the circuit meets the standar [SIC] for test per NCI code and CLEC now has to re-order because it has the wrong NCI codes. Jamal Boudhaouia-Qwest said that the issue is to provide correct NCI codes. Julia Redman-Carter-McLeodUSA said that the (11/26/08 Comments to minutes received from Integra) circuit has been working for years and the codes in the beginning worked and now there is a repair issue. Qwest is now claiming it doesn't work because the NCI codes are wrong and we have to reorder with the now correct NCI codes. . . .
>
> Julia Redman-Carter-McLeodUSA said that they don't want (11/26/08 Comments to minutes received from Integra) to have to reorder something that has been working and now stops working. PAETEC want the service repaired based on the standard for the service we originally ordered and received.[65]

Integra has experienced many of the same issues as PAETEC has experienced related to repairing unbundled loops that are supposed to be conditioned to transmit the digital signals needed to provide xDSL service.[66]

Q. PLEASE DESCRIBE THE EXAMPLES IN EXHIBIT BJJ-17 AND EXHIBIT BJJ-18 RELATED TO DISPARAGING REMARKS.

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[65] Exhibit BJJ-5, p. 18 (Attachment D, p. 018), November 18, 2008 CMP meeting minutes.

[66] *Triennial Review Order,* ¶ 249.

A. Exhibits BJJ-17 and BJJ-18 contain accurate descriptions of multiple separate instances that Integra has reported to Qwest's service management team in which Qwest has taken advantage of Qwest's unique role as both a vendor and a competitor of CLECs, in the manner described as follows by the Minnesota commission:

> As a provider of monopoly and bottleneck wholesale services, as well as the best-known provider of retail services, Qwest has unparalleled opportunities to manipulate the wholesale service transfer process to its benefit. For this reason, ensuring that calls from other carriers' customers are immediately referred to them and preventing misleading characterizations of other carriers' conduct are critical to providing adequate wholesale service.[67]

Exhibit BJJ-17 was attached to the November 24, 2009, Joint CLEC Initial Comments (Exhibit BJJ-1, Attachment S). Exhibit BJJ-18 contains additional examples that have occurred since then.[68] The last page of Exhibit BJJ-18 illustrates the problem. It describes the following exchange between a Qwest representative and an Integra customer as follows:

> "'what it would take to switch over ...Integra going out of business?' I told him 'probably' to which he replied 'Well, we'll do all we can to get them out of business.'"

The examples include inappropriate Qwest actions and Qwest comments made to Integra's end user customers, which the end user customer then reports to Integra.

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[67] Exhibit BJJ-25, p. 12 , MN 616 Order, July 30, 2003.

[68] Integra filed Attachment S-1 with its July 8, 2010, Motion for Prehearing Conference and Notice of Supplemental Exhibits in the same Minnesota proceeding. Since then, additional instances have been added to Exhibit BJJ-18.

Integra provides examples to Qwest's service manager, and Integra adds the examples to an issues log that Integra manages and provides to Qwest weekly. More typically, such Qwest communications are not necessarily in writing or, if they are written and provided to an end user customer, the end user customer may not want to be caught in the middle by informing the CLEC or providing copies to the CLEC. Therefore, there may be more incidents, but a CLEC is not in a position to know of them. After all, a CLEC representative is not present when Qwest contacts CLEC's customer for marketing purposes or makes disparaging remarks to CLEC's customer.

As the increasing number of examples shows, the passage of time without a mechanism for deterring such conduct is not without consequences. Merger condition 18 seeks to ensure the protection of CLEC information from being used for the Merged Company's retail operations or improper marketing purposes.

Q. PLEASE DESCRIBE EXHIBIT BJJ-19 RELATING TO OTHER DISCRIMINATION.

A. Exhibit BJJ-19 contains a chronology, along with true and correct copies of supporting documentation, relating to an example of discrimination that is accurately described in the Joint CLEC Initial Comments.[69] I participated in the communications with Qwest relating to this example.

[69] Exhibit BJJ-1, pp. 54-57.

Q. HAVE YOU DESCRIBED THE xDSL EXAMPLE IN EXHIBIT BJJ-20?

A. Yes, I described Exhibit BJJ-20 earlier, when discussing Exhibit BJJ-14, which also contains xDSL examples.

Q. PLEASE DESCRIBE EXHIBIT BJJ-21 CONTAINING QWEST'S MAY 7, 2010, NETWORK NOTIFICATION.

A. Exhibit BJJ-21 contains a true and correct copy of a May 7, 2010, Qwest Network Notification that Qwest sent with an effective date of May 14, 2010. The subject of Qwest's May 7, 2010, notice states: "ICONN Update to include list of Cross-boxes with Potential for Power Disparity." The notification said:

> Effective May 14, 2010, Qwest will be adding a link on the ICONN website that provides a list of cross-boxes with a potential for power disparity, aka spectral interference. This list identifies the cross-boxes where Qwest has installed Digital Subscriber Line Access Multiplexer ("DSLAM") facilities as Remote Terminals in close proximity.

Included in the products impacted were "xDSL Unbundled copper (metallic) loops."[70] This Qwest network notification is similar in terms of effect to the Qwest notification to which CLECs previously objected which said: "Qwest…says the service may be degraded or may not work at all."[71] In some respects, the May 7, 2010, notice is worse, because it applies to all xDSL, rather than only ADSL compatible loops as with the previous notice.

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[70] Exhibit BJJ-21, p. 1.

[71] Exhibit BJJ-1, pp. 18-19 & Exhibit BJJ-11, p. 15 (Attachment J, p. 015).

Q. PLEASE DESCRIBE EXHIBIT BJJ-22 CONTAINING INTEGRA AND PAETEC OBJECTIONS.

A. Exhibit BJJ-22 contains true and correct copies of Integra and PAETEC objections to Qwest's May 7, 2010, Network notification (Exhibit BJJ-21). The objections were sent to Qwest CMP, Qwest service management, and the Qwest Interconnection email address. Integra provided several cites to ICAs and the law as a basis for Integra's objection. For example, Integra said:

> In its notice, Qwest recognizes no limits on adverse impacts, such as those in the law and the ICAs. For example, in the Qwest-Eschelon ICA arbitrations (issue 9-33), state commissions rejected Qwest's position that it could make network modifications that adversely impact data or other services without restoring them. Qwest mentions spectral interference in its notice. The Arbitrated ICAs provide, in section 9.2.6.8, that Qwest shall not disconnect Carrier services to resolve a spectral interference dispute. Qwest's vague notice provides no such limitation and it is at best unclear as to whether "impacted" includes, in Qwest's view, disconnection. In addition, CLECs have raised a number of issues relating to problems with Qwest's handling of NC/NCI codes (such as those raised by Integra and PAETEC in CMP). If Qwest's handling of NC/NCI codes results in problems at the spectrum management phase, Qwest should not shift those problems or the responsibility for correcting them to CLECs.[72]

PAETEC responded that it agreed with Integra's objections, and also said:

> Furthermore, PAETEC strongly objects to Qwest's attempt to impose a change that (incidentally relates to an on-going, unresolved issue between PAETEC and Qwest), is contrary to terms within the ICAs and was strongly objected to by CLECs in the CMP process. (See references noted by Integra in mail below.) Qwest's distribution of this notice, in light of the preceding

[72] Exhibit BJJ-22, pp. 1-2.

> discussions, applicable CMP and ad hoc meetings, and unresolved issues displays Qwest's overt disregard for CLECs and the processes established for "working together."[73]

Despite Integra's and PAETEC's objections, Qwest moved forward and implemented the change on May 14, 2010. The notice creates uncertainty for CLEC customers of Qwest regarding the reliability and availability of conditioned copper loops that are supposed to be conditioned to transmit the digital signals needed to provide xDSL service.[74] Qwest still has not explained how its notice is consistent with the FCC's unbundling rule that states: "An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that ***disrupts or degrades access*** to the local loop."[75]

Q. PLEASE DESCRIBE EXHIBIT BJJ-23 RELATING TO RECENT QWEST ACTIVITY IN CMP TO IMPLEMENT UNAPPROVED RATES FOR LINE CONDITIONING VIA CMP.

A. Exhibit BJJ-23 is a true and correct copy of a Change Request that Qwest announced to CLECs in the July 2010 monthly CMP meeting, along with true and correct copies of CLEC objections to the Change Request. At least Integra, PAETEC, and Velocity objected to Qwest's Change Request (though the objection deadline has yet been established). I am participating in these events on

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[73] See Exhibit BJJ-22, p. 1.

[74] *Triennial Review Order,* ¶249.

[75] 47 C.F.R. § 51.319(a)(8) (emphasis added).

behalf of Integra. Qwest has indicated that, despite CLECs' objections, Qwest intends to proceed with its changes, which Qwest said in CMP would include new charges.

Neither ICA negotiations nor settlement negotiations have resulted in a resolution of the disputes relating to conditioned copper loops. Although the Minnesota UNE Provisioning docket should proceed, and arbitrations go forward in other states upon conclusion of ICA negotiations, Qwest has instead announced that, before then, it is going to unilaterally implement its negotiations positions including unapproved rates, which have been rejected by Integra and PAETEC, via CMP. Qwest is proceeding even though CLECs have objected to Qwest essentially using CMP to implement unapproved rates and even though CLECs had on two previous occasions brought these issues to CMP in a timely manner, only to have Qwest deny their requests.[76] Qwest announced that its CMP changes will apply only in Minnesota – the only state that has opened an investigation into Qwest's UNE provisioning practices.

Q. ARE YOU FAMILIAR WITH EXHIBIT BJJ-24, WHICH IS THE CMP DOCUMENT?

A. Yes, I am familiar with the CMP Document (Exhibit BJJ-24) which, as I indicated earlier, outlines the rules and procedures governing conduct of Qwest's CMP. In

[76] Exhibit BJJ-5 (Attachment D) & Exhibit BJJ-6 (Attachment E).

addition, CMP is addressed in interconnections agreements.[77] I have been participating in Qwest CMP meetings and communications for almost ten (10) years, and I frequently review and cite the CMP Document in the course of that participation.

Q. YOU HAVE DISCUSSED A NUMBER OF CHALLENGES WITH QWEST'S CMP, INCLUDING UNILATERAL CONDUCT BY QWEST. GIVEN THOSE CHALLENGES, DOES CENTURYLINK HAVE A CMP THAT COMPARES FAVORABLY?

A. No. In fact, when before the CenturyTel-Embarq merger, Integra asked its Embarq Account manager if Embarq had a change management process so that Integra could participate in that process, Embarq did not indicate it had any CMP. Instead, Embarq simply directed Integra to its website, which discusses a CLEC Issue Resolution process. I have also reviewed the CenturyTel website, which discusses a notice process. These websites do not have anything like the terms laid out in the Qwest CMP Document (Exhibit BJJ-24). According to the Embarq website, the CLEC Resolution process is just one annual and two semi-annual meetings. Meetings that occur so infrequently cannot adequately deal with the day-to-day product, process, and systems issues that occur between ILEC and CLEC. There is express recognition in the Qwest CMP Document that product, process, and systems changes may impact CLECs, and in some cases they have a

[77] Exhibit BJJ-4, Attachment C, pp. 152-153 (Pages 293-294 of the ICA); see Exhibit BJJ-9 (Attachment H).

"major effect on existing CLEC operating procedures."[78]

Short-term or after-the-fact notices and infrequent meetings are insufficient to allow CLECs to meaningfully participate in proposed changes and to prepare for changes that have a major impact on their operations. Calling inadequate procedures "streamlined"[79] does not make them adequate. In fact, it raises concern that CenturyLink, which has not similarly experienced 271 evaluation, is unfamiliar with the extent of its wholesale customers' needs and the role that a working CMP has in meeting those needs.

Q. IS INTEGRA'S VIEW OF THE VALUE OF CMP A NEWLY FORMED VIEW?

A. No. The company has long supported the importance of a working CMP that meets the 271 criteria used to evaluate Qwest's CMP, despite the challenges posed by the manner in which Qwest implements it. For example, four years ago, I testified in the Qwest-Eschelon interconnection agreement arbitration that Mr. Michael Starkey of QSI accurately described CMP in his testimony,[80] in which he

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[78] Exhibit BJJ-24, CMP Document, Section 5.4.5.

[79] Joint Petitioners' Reply Comments, WC Docket No. 10-110, July 27, 2010, at p. 24.

[80] Direct Testimony of Bonnie Johnson, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 6, lines 15-17; see *id.* p. 5, lines 8-13. See also, Direct Testimony of Bonnie Johnson, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No.ARB 775 (May 11, 2007, Eschelon/43, Johnson/20, lines 19-22 see also Eschelon/43, Johnson/12, lines 1-6); Direct Testimony of Bonnie Johnson, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 9, lines 5-7; Direct Testimony of Bonnie Johnson, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 22, lines 16-27; Direct Testimony of Bonnie Johnson, Arizona Qwest- Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006), p. 9, line 14; Direct Testimony of Bonnie Johnson,

said that the CMP will continue to play an important role in ILEC-CLEC relations[81] and that the purpose of Eschelon's CMP examples were not to change CMP, but to review the relationship between CMP and interconnection agreements:

> By recognizing these CMP and PCAT realities, Eschelon is not requesting changes to CMP or suggesting that the Commission needs to make a finding that CMP is flawed before it can find in Eschelon's favor. Such findings are unnecessary for Eschelon to prevail. Eschelon's position on each issue is fully supported by the facts and should prevail on the merits of that issue, as discussed with respect to each individual issue throughout the direct testimony. The purpose in relating these CMP and PCAT realities is to ensure that the facts about CMP and the PCAT are known when evaluating claims made by Qwest and when reviewing the examples and chronologies. . . . Certainly, the realities of CMP and the PCAT shed some light on why, for critical business issues, a CLEC may conclude it needs to exercise its Section 252 right to negotiation and compulsory arbitration.[82]

Washingrton Qwest- Eschelon ICA Arbitration, WUTC Docket UT-063061 (September 29, 2006), p. 7, line 3.

81 Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 21, line 16 – p. 22 line 2. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/25, lines 3-12; Direct Testimony of Michael Starkey, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 22, lines 10-12; ; Direct Testimony of Michael Starkey, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 26, lines 15-17; Direct Testimony of Michael Starkey, Arizona Qwest-Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006) , p. 25, lines 1-3; Direct Testimony of Michael Starkey, Washington Qwest-Eschelon ICA Arbitration, WUTC Docket UT-063061 (September 29, 2006), p. 23, lines 16-18.

82 Direct Testimony of Michael Starkey, Minnesota Qwest-Eschelon ICA Arbitration, MPUC Docket No. P-5340, 421/IC-06-768 (Aug. 25, 2006), p. 31, line 10 – p. 32 line 10. See also Direct Testimony of Michael Starkey, Oregon Qwest-Eschelon ICA Arbitration, OPUC Docket No. ARB 775 (May 11, 2007), Eschelon/1, Starkey/38, line 15 – Starkey/39, line 17; Direct Testimony of Michael Starkey, Colorado Qwest-Eschelon ICA Arbitration, CPUC Docket 06B-497T (December 15, 2006), p. 36, lines 1-19; Direct Testimony of Michael Starkey, Utah Qwest-Eschelon ICA Arbitration, Utah PSC Docket 07-2263-03 (June 29, 2007), p. 40, line 14 – p. 41, line 16; Direct Testimony of Michael Starkey, Arizona Qwest-Eschelon ICA Arbitration, ACC Docket T-03406A-06-0572; T-01051B-06-0572 (November 8, 2006) p. 41, line 8 – p. 42, line 7; Direct Testimony of Michael Starkey,

1 **Q. PLEASE DESCRIBE EXHIBIT BJJ-25 CONTAINING MINNESOTA**
2 **COMMISSION ORDERS.**
3 A. Exhibit BJJ-25 includes true and accurate copies of Minnesota commission orders
4 dated July 31, 2003, and November 12, 2003, from *In The Matter of a Request by*
5 *Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest*
6 *and Regulatory Procedures*, Minnesota PUC Docket P-421lC-03-616 ("MN 616
7 orders"). The orders address an inappropriate communication between Qwest
8 retail and Qwest wholesale.

9 **Q. PLEASE DESCRIBE EXHIBIT BJJ-26 CONTAINING CMP MATERIALS**
10 **REGARDING ADSL COMPATIBLE LOOPS.**
11 A. Exhibit BJJ-26 includes true and correct copies of an August 5, 2010 Qwest CMP
12 notification and PAETEC's comments in CMP in response to Qwest's August 5,
13 2010 notification.[83] BJJ-26 also includes Qwest-prepared meeting minutes from
14 an August 31 CMP ad-hoc call, Qwest's September 2, 2010 CMP renotification
15 (replacing the August 5, 2010 notification), along with Qwest-proposed revised
16 changes to the language of its online product catalog ("PCAT") regarding ADSL
17 compatible loops, and Integra's September 17, 2010 comments in CMP in

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Washingrton Qwest-Eschelon ICA Arbitration, WUTC Docket UT-063061(September 29, 2006), p. 35, line 12 – p. 36, line 12.

[83] PAETEC agreed with all of Integra's August 18, 2010 comments on Qwest's initial changes to the PCAT and included comments of its own. Some of the Integra August 18, 2010 comments no longer apply because Qwest later revised its proposed changes to the PCAT. The August 18, 2010 Integra comments that continue to apply after the PCAT revisions are repeated in Integra's September 17, 2010 comments. See BJJ-26, pp. 21-24.

response to Qwest's revised PCAT changes. Earlier, when discussing Exhibit BJJ-11, I described Qwest's grandparenting of ADSL compatible loops so that such loops are no longer available, per Qwest, to all CLECs.

Qwest's August 5, 2010, notification and Qwest's September 2, 2010 renotification both state: "Qwest is updating this document to include a change in process. In the Implementation section of this document under Provisioning and Installation, information is being added regarding performance testing. Additionally, information is being added to clarify that service requests will be rejected if they do not meet the performance test parameters applicable to the product selected by the CLEC and that the standard jeopardy procedure will be followed."[84] Although Qwest states that its purpose is clarification, the notice raises more questions than it answers, as described in Integra's September 17, 2010 CMP responsive comments that are part of Exhibit BJJ-26. Qwest's notification created additional business uncertainty regarding ADSL compatible loops.

On August 31, 2010, Qwest held an ad-hoc CMP meeting by telephone to discuss its response to CLEC written comments. Before the CMP call, Qwest revised its proposed changes to its PCAT.[85] Qwest's changes verify Qwest's long-

[84] Exhibit BJJ-26, p. 1 and p. 9.

[85] Exhibit BJJ-26, pp 12-19. Qwest made its proposed PCAT revisions available to CLECs on its website before the August 31, 2010 ad hoc call and then, afterward, included a link to the proposed PCAT revisions in its September 2, 2010 renotification.

standing non-compliance with the law and the interconnection agreements,[86] as previously described by Joint CLECs.[87] Specifically, the Qwest-prepared CMP meeting minutes of the August 31, 2010 ad-hoc CMP call show that Qwest admitted that Qwest had not been testing ADSL compatible loops to digital levels.[88] This confirms the Joint CLECs' evidence that, for years,[89] Qwest has not been in compliance with the federal rule stating that ILECs, such as Qwest, may not restrict its testing of such conditioned copper loops to testing for voice transmission only.[90] Qwest's CMP meeting minutes indicate: "We just started the test about 3 - 4 weeks ago."[91] Qwest made no commitment in CMP as to how long the recent PCAT changes would stay in place. Just as Qwest is changing its PCAT with this notification, Qwest may change it again to revert to its former policy at any time, such as after this proceeding ends.

In a June 5, 2008 email, Qwest's Regional Vice President had said: "If Integra wishes to receive a signal that is tested at 196kHz, you would need to

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86 See, e.g., Qwest-Integra MN ICA §9.2.2.9.6, Exhibit BJJ-4 (Attachment C), p. 149.

87 E.g., Exhibit BJJ-2, Row No. 2; see also Exhibit BJJ-12 (Attachment K) Integra xDSL Summary of Key Events.

88 Exhibit BJJ-26, p. 5, first paragraph. One of the Qwest-proposed changes to its PCAT is, at this late date, to add digital (196kHz) testing for ADSL compatible loops.

89 E.g., Exhibit BJJ-2, Row Nos. 1-4.

90 "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." 47 C.F.R. §51.319(a)(1)(iii)(C). The third sentence of CLEC's recommended condition number 27 reflects the requirements of 47 C.F.R. §51.319(a)(1)(iii)(C), as Mr. Gates pointed out on page 178 of his direct testimony.

91 Exhibit BJJ-26, p. 5, first paragraph.

request an ADSL service or a DS1 capable loop."[92] This statement suggested at the time that, although Qwest wrongly limited testing of conditioned copper loops for other types of xDSL (*e.g.*, HDSL), that it was at least Qwest's policy to test ADSL capable loops to digital (e.g., 196kHz) levels. The information provided by Qwest during the recent CMP ad hoc call indicates that Qwest's policy included ADSL as well.[93]

Only after a state commission became involved and, in the Minnesota generic UNE Provisioning proceeding, established a schedule for the filing of testimony,[94] did Qwest initiate this change to the ADSL PCAT to finally recognize the need to conduct at least some testing to digital levels.[95] Qwest did not do so until August 5, 2010 -- nearly three years after Integra called to Qwest's attention the need to test to digital parameters.[96] CLEC's recommended merger condition number 27 is needed to help ensure that, when this proceeding ends, the Merged Company does not simply change the very recent information in the

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92 Exhibit BJJ-4 (Attachment C), p. 016.

93 After Qwest sent this email in 2008, Qwest unilaterally announced that, even when ADSL remains available (after Qwest grandparented ADSL), "ADSL service may be degraded or may not work at all." See Exhibit BJJ-11 (Attachment J, March 13, 2009 Qwest notice), p. 015, discussed at Exhibit BJJ-1, pp. 18-20.

94 Minnesota Docket No. P-421/CI-09-1066.

95 Additional testing issues remain (*e.g.*, industry standard testing, such as wide-band testing for wide-band technologies such as ADSL.) See Exhibit BJJ-26 at pp. 21-23.

96 Exhibit BJJ-4 (Attachment C), p. 008; see also Exhibit BJJ-12 (Attachment K) Integra xDSL Summary of Key Events.

1 PCAT back to the previous PCAT language reflecting Qwest's long-standing
2 policy of restricting testing to voice transmission only.

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

4 A. Yes.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-1A

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
Betsy Wergin	Commissioner

In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements to CLECs and into Related Marketing Practices Targeting CLEC Customers

MPUC Docket No. P-421/CI-09-1066

JOINT CLEC INITIAL COMMENTS

November 24, 2009

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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-1

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Thomas Pugh	Commissioner
Phyllis Reha	Commissioner
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In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements to CLECs and into Related Marketing Practices Targeting CLEC Customers

MPUC Docket No. P-421/CI-09-1066

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November 24, 2009

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I. INTRODUCTION

A. Procedural Background

Pursuant to the September 17, 2009 Order Opening Investigation and Moving Complaint Issues into Investigatory Docket ("Order Opening Investigation") in this matter, Integra Telecom of Minnesota, Inc. and Eschelon Telecom of Minnesota, Inc.[1] (collectively referred to as "Integra"), Popp.Com ("Popp.com"), Velocity Telephone, Inc. ("Velocity"), US Link, Inc., d/b/a TDS Metrocom, LLC ("TDSM") and McLeodUSA Telecommunications Services, Inc., a PAETEC company ("McLeodUSA" or "PAETEC") (collectively "Joint CLECs") submit these Initial Comments. Joint CLECs raise the issues in these Comments pursuant to their interconnection agreements ("ICAs"), Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"),[2] and Minnesota Statutes Chapter 237, as well as the regulations promulgated under these laws. Except for PAETEC (which is currently negotiating a new ICA with Qwest) and Velocity, the Joint CLECs have the same terms in their Minnesota ICAs, unless otherwise noted.[3] The common ICA terms will be referred to in these Comments as the "Arbitrated ICA."[4]

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[1] Integra Telecom purchased Eschelon Telecom in August 2007. In these Comments, the company and its affiliates will be referred to as Integra. However, when addressing actions taken by Eschelon, including before being purchased by Integra, these Comments may refer specifically to Eschelon.

[2] The Telecommunications Act of 1996 amended the Communications Act of 1934, 47 U.S.C. §151 *et seq.* Eschelon refers to these Acts collectively as the "Act." Sections 251 and 252, when referenced in this pleading, refer to sections of the Act.

[3] See Attachment H to these Comments. Attachment H is a list of CLECs in Minnesota, of which Joint CLECs are aware, that have opted into the full Eschelon-Qwest interconnection agreement ("ICA") or have used substantially all of the Eschelon ICA as a base (except essentially Section 7, Interconnection). (Section 7 provides for bill-and-keep compensation for Eschelon; some CLECs use reciprocal compensation.) The Section 7 terms are not cited in these Comments. The remainder of the ICA terms shared by the Joint CLECs, except PAETEC and Velocity, are referred to as the "Arbitrated ICA." Although referred to as the "Arbitrated" ICA, many of the issues relate to language that was agreed upon (closed) without arbitration of that language.

[4] See Arbitrator's Report, *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b)*, MPUC Docket No. P-5340, 421/IC-06-768 ("Minnesota Arbitration"), adopted as modified by the MPUC in its Order Resolving Arbitration Issues (March 30, 2007). Integra and other CLECs have since opted in to the Qwest-Eschelon ICA. See Attachment H.

In addition, certain issues[5] are also raised pursuant to the dispute resolution provisions of Qwest's Change Management Process ("CMP") document.[6] The CMP was developed in connection with Qwest's request to enter the long distance market per Section 271 of the Act. A "re-design" team worked on development of the "CMP Document," which outlines the rules and procedures governing conduct of Qwest's CMP. The CMP Document is Exhibit G to the Arbitrated ICA. The "scope" provision of the CMP Document (§1.0) provides that "CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users." The CMP Document provides that the ICAs control over CMP (including changes to Qwest's web-based Product Catalog, known as the "PCAT,"[7] made through CMP).[8] CMP was a subject of extensive testimony in the Qwest-Eschelon Minnesota

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[5] See Attachments D, E, and J.

[6] The CMP Document is Exhibit G to the Arbitrated ICA. The dispute resolution process of Qwest's CMP Document (Section 15.0) sets forth certain terms that a CLEC may pursue if the CLEC "does not agree with Qwest's reply or a CR [change request] is rejected." See October 2-3, 2001 CMP Redesign Meeting Minutes, Att. 4, p. 34, Action Item #72, available at http://www.qwest.com/wholesale/downloads/2001/011114/CMP_Redesign_Meeting_October_2_3_Final_Minutes.doc. The dispute resolution process of Qwest's CMP Document (Section 15) states that: "In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below." Those dispute resolution processes include the following: "Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs." The dispute resolution section includes this express provision: "This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time." http://www.qwest.com/wholesale/downloads/2009/090723/QwestWholesaleChangeManagementDocument_07_23_09.doc

[7] In the Qwest-Eschelon Minnesota Arbitration, Qwest's witness (Renee Albersheim) testified in her Direct testimony (page 12, note 12): "The term PCAT is derived from the words Product CATalog. At Qwest, PCATs have evolved into documents that contain much more than product information. They include all the process and procedures necessary to enable CLECs to obtain pre-ordering, ordering, provisioning, billing and maintenance and repair services from Qwest. All of the Qwest's PCATs can be found on Qwest's Wholesale website at www.qwest.com/wholesale."

[8] The CMP Document (Arbitrated ICA Exhibit G) states in §1.0 ("Introduction and Scope"): "In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a

Arbitration. The arbitrators concluded: "Eschelon has provided ***convincing evidence*** that the CMP process does not always provide CLECs with adequate protection from Qwest making ***important unilateral changes*** in the terms and conditions of interconnection."[9] Since then, a witness for the Department also commented upon Qwest's unilateral conduct in CMP, stating: "The Commission should consider advising Qwest that if there is another incident of this type where Qwest takes unilateral action (without collaborating with the CLECs) that results in operational barriers for CLECs, then the Commission will require future Qwest processes and changes related to 251 UNEs . . . that affect Minnesota CLECs be submitted to the Commission for prior approval."[10]

Pursuant to the June 10, 2009 Notice of Extended Additional Comment Period in the KTF complaint case (MPUC Docket No. P-6312, 421/C-08-1381), Popp.Com, Integra, Eschelon, TDSM, and PAETEC submitted Reply Comments on July 20, 2009 in that case ("Joint CLEC Reply Comments"). Per the Order Opening Investigation,[11] the documents filed in KTF complaint case, including the Joint CLEC Reply Comments and the Reply Comments of Velocity Telephone, Inc. and Digital Telecommunications Inc., have been merged into this docket.

At the Commission open meeting on September 10, 2009, during discussion of the KTF complaint case and initiation of this docket, counsel for Qwest claimed confusion as to the basis for CLEC claims. With respect to Qwest's claims of confusion, Joint CLECs point out that the issues raised in these Comments have been raised previously with Qwest. Not only did the Joint

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CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement." See also Arbitrated ICA §12.1.6.1.4.

[9] Minnesota Arbitrators' Report, ¶ 22 (emphasis added).

[10] See Attachment I, MN conversions/commingling docket, Dr. Fagerlund Reply Testimony (Sept. 25, 2009); p. 26, lines 11-16.

[11] Order Opening Investigation, p. 4, Ordering Paragraph No. 2.

CLECs provide a legal basis for their claims in the Joint CLEC Reply Comments that have been merged into this docket, but also Integra and PAETEC[12] have provided legal authority and examples directly to Qwest's legal and operational personnel. For example, Attachment C to these Comments contains notice letters dated April 9, 2009 that Integra sent to Qwest executives (including John Stanoch, President, Minnesota) and legal department (including Mr. Jason Topp, legal counsel in Minnesota) regarding xDSL-capable copper loops, along with the 26 enclosures to those letters. One of the enclosures [Attachment C(26)], for example, contains excerpts from the Qwest-Integra and Qwest-Eschelon Minnesota interconnection agreements ("ICAs") (*i.e.*, the Arbitrated ICA) to support CLECs' position regarding xDSL-capable copper loops. Integra has made Qwest well aware of the contractual and legal basis for its positions. In contrast, Qwest has not provided adequate citations in support of its position in response to Integra's requests to Qwest, as discussed in the next section.

B. <u>Importance of the Issues</u>

The Minnesota Department of Commerce ("Department") accurately observed in its July 8, 2009 Comments in the KTF case that the matter raises serious issues that should be fully explored. Joint CLECs agree with the Department that important issues have been raised concerning the competitive behavior of Qwest. This matter involves issues that adversely affect competition, CLECs, and end user customers. They involve Qwest's non-compliance with the law. For example, although asked repeatedly, Qwest has not provided legal citations in support of its policy of limiting High-Speed Digital Subscriber Line ("HDSL") over a two-wire

[12] See, *e.g.*, Attachments Q & R, discussed in Section III(B) below.

conditioned copper loop to a ***voice*** transmission parameter (*e.g.*, 1004 Hz) instead of testing to digital parameters (*e.g.*, 196 kHz),[13] in light of the following law (with emphasis added):

> "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." 47 C.F.R. §51.319(a)(1)(iii)(C).
>
> Unbundling of the local loop includes "***two*** and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." TRO ¶ 249.

Similarly, although asked repeatedly, Qwest has not provided adequate legal citations in support of its position that it will ***not remove*** certain bridge taps (*e.g.*, near-end or far-end bridge taps),[14] even when those bridge taps interfere with service, in light of the following law (with emphasis added):

> Line conditioning is defined as "the ***removal*** from a copper loop of ***any*** device that ***could*** diminish the capability of the loop to deliver xDSL. Such devices include ***bridge taps***, load coils, low pass filters, and range extenders." 47 C.F.R. §51.319(a)(1)(iii)(A).
>
> Loops must be "***stripped*** of accretive devices." TRO ¶ 643.

Joint CLECs hope that their questions will finally be answered, and compliance with these laws will be obtained, as a result of the Commission's initiation of this investigation.

These are important issues, not only for CLECs but also for end user customers in Minnesota. For example, a particularly alarming Qwest position for both consumers and CLECs is Qwest's position that it has no obligation to restore a customer's previously working xDSL service. Qwest's attorney said it this way:

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[13] See section III(A)(2)(b) below; see also Attachment A to these Comments, at Row Nos. 1-2 [quoting Qwest Regional Vice President ("RVP") June 5, 2008 email to Integra]. Regarding ***196 kHz***, see section III(A)(2)(e).

[14] See Section III(A)(2)(f) below; see also Attachment A to these Comments, at Row No. 6 (quoting Qwest statements in CMP and email).

> ". . . turning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has ***no obligation to repair*** it to the standard that HDSL will continue to work."[15]

Qwest maintains this position, even though Integra had asked Qwest beforehand specifically to review this Commission's decision regarding Issue Number 9-33 in the Qwest-Eschelon ICA Arbitration (MN Docket No. P-5340, 421/IC-06-768). The Commission found that Qwest ***does*** have an obligation to restore service, including data, in such situations and adopted language proposed by the Minnesota Department of Commerce (the "Department") to that effect.[16] On March 20, 2009, Integra pointed out this ruling to Qwest (including attorney Ms. Butler) and said: "The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Please review the testimony and explain how the position expressed by Qwest in the quote below (and confirmed more recently in CMP) complies with those arbitration rulings . . . ."[17] In Qwest's April 1, 2009 response (quoted above), Qwest specifically said that its letter was in response to Integra's March 20, 2009 letter. But, Qwest simply insisted it had no obligation to repair, with no discussion of this Commission's decision to the contrary. Instead, Qwest pointed to an Arizona ICA that has been in place since 2000 that uses the term "minor" without the Department's additional language,[18] from which Qwest suggested that a change in transmission parameters that

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[15] Qwest attorney Daphne Butler, 4/1/09 letter to Integra. See Attachment C(23), p. 107 & Attachment A, Row #5.

[16] MN Arbitrators' Report, MPUC Docket No. P-5340, 421/IC-06-768, ¶137 (Arbitration Issue Number 9-33) (aff'd by MPUC). See Attachment G.

[17] Integra March 20, 2009 notice letter to Qwest (Larry Christensen, Director, Interconnection, and Qwest Legal Department, with copies to attorney Daphne Butler, negotiator Kathleen Salverda, SVP Ken Beck, and Steve Dea and his assistant), at Attachment C(21), pp. 098-099, quoting Qwest RVP June 5, 2008 email. See also Integra's March 20, 2009 CMP Escalation (asking Qwest to "review the testimony and arbitration orders relating to Issue 9-33"), at Attachment C(19), p. 077. Integra's March 20, 2009 requests to review Issue No. 9-33 were included in the materials sent to Qwest (including Mr. Topp and Mr. John Devaney) on April 9, 2009. See Attachment C, p. 003. Mr. Topp and Mr. Devaney represented Qwest in the Qwest-Eschelon ICA arbitrations (including Issue No. 9-33), including the Minnesota arbitration.

[18] Although Eschelon also prevailed on Issue 9-33 in Arizona (see Attachment G), the new Eschelon ICA had not yet gone into effect at the time of Qwest's letter. The Arizona Commission recently voted to approve the ICA.

brings down a customer's HDSL service is "minor."[19] This is the very ICA language that Eschelon asked this Commission to clarify, however, because Eschelon anticipated that Qwest would unilaterally interpret the word "minor" in this overly narrow fashion, as reflected in the decision that Eschelon had asked Qwest to review.[20]

Based on the experiences described by CLECs, the concerns expressed by the Department, and the issues raised in the KTF Complaint, the Commission should investigate Qwest's compliance with the Commission's previous orders as well as state and federal law, as permitted by Minn. Stat. § 237.081. The investigation should include a determination as to whether Qwest's noncompliance has been knowing and intentional and subject to penalties under Minn. Stat. § 237.461.

II. ISSUES

Regarding the scope of the Commission's investigation, the Commission said it is opening an investigation "into Qwest's compliance with state and federal law in its provision of network elements to CLECs and in its related marketing practices regarding CLEC customers."[21] At least the following issues, all of which are within the scope of the investigation, should be addressed in the course of the investigation:

A. xDSL-Capable Copper Loops: Qwest's failure to consistently assign, design, provision, test, and repair fully conditioned loops for the provision of advanced services, and issues with Qwest's associated application of rates.

B. Network Maintenance and Modernization or Other Changes to UNEs Provisioned to CLECs: Qwest making unilateral changes in UNEs provisioned to CLECs -- *e.g.*, KTF's example of changing the size of cables available to the CLEC such

[19] Qwest attorney Daphne Butler, 4/1/09 letter to Integra. See Attachment C(23) & Attachment A, Row No. 5.
[20] The Minnesota arbitrators observed that Eschelon proposed network maintenance and modernization ICA language for Issue 9-33 because Eschelon needed "assurance that . . . ***minor changes*** to transmission parameters will not interfere with service to end user customers." MN Arbitrators' Report, MPUC Docket No. P-5340, 421/IC-06-768, ¶137 (Arbitration Issue Number 9-33) (aff'd by MPUC) (emphasis added).
[21] Order Opening Investigation, p. 3, Ordering Paragraph No. 1.

that it impacts the CLEC's ability to provide the bandwidth necessary to provision DSL or some other service.[22]

C. Advance Notice of Changes in Facilities/Maintenance Activity: Qwest failing to provide advance notice or adequate notice of service-affecting or network-affecting changes in the facilities Qwest provides to a CLEC.

D. Marketing Activities and Disparaging Remarks: Qwest inappropriately marketing its retail services, including by making disparaging remarks about its competitor, as part of its wholesale activities, including UNE installation or repair.

E. Other Discrimination: Qwest placing CLEC order on hold for lack of facilities and then serving the customer itself (*i.e.*, demonstrating that facilities were in fact available).

One or more of the Joint CLECs has experienced each of these problems with Qwest.[23] Although all of the Joint CLECs have not experienced all of these problems, each CLEC is nonetheless concerned that any or all of these problems may occur (for the first time, or again) prospectively. CLECs need business certainty. The positions that Qwest has taken with respect to xDSL, for example, are reflected per Qwest in Qwest's technical publications and online Product Catalog and therefore could impact any CLEC requesting those products going forward.

With respect to the above-listed issues by category, in some cases, a single example may fall within more than one of these categories. For example, Qwest may make a network change, with insufficient advance notice, that impacts service to the customer and Qwest either does not restore data service and/or its technician makes disparaging remarks or engages in other inappropriate marketing activity.[24] Each issue is described in more detail in Section III (Discussion) below.

The Commission ordered that the parties' Comments "shall include specific factual allegations, shall articulate applicable legal standards, and shall identify the issues the

[22] Department's 7/8/09 Comments, pp. 1-2 (describing KTF complaint).
[23] Joint CLEC Reply Comments, p. 2.
[24] See, e.g., Velocity's Reply Comments in the initial KTF docket (7/20/09), p. 1 (third example falls within Issues B, C, and D).

commenting party believes should be addressed in the course of the investigation."[25] Regarding the factual allegations and applicable legal standards, Joint CLECs have provided with these Comments the following Attachments relating to the issues that should be addressed in the course of the investigation:

A Matrix – Legal Authority Compared to Qwest Position: xDSL-Capable Copper Loops

B Presentation – Overview: xDSL-Capable Copper Loops

C Integra April 9, 2009 Notice Letters to Qwest, with Enclosures 1 through 26

D CMP Change Request (CR) Detail for CR #PC082808-1IGXES ("Provision Loops per Request CR" or "NC/NCI CR")

E CMP Change Request (CR) Detail for CR #PC020409-1EX ("Facilities Assignment USOC CR")

F Optional Testing – CMP Materials

G Excerpts from State Commission Orders Relating to Network Maintenance and Modernization (Issue Number 9-33 in Qwest-Eschelon ICA Arbitrations)

H CLECs Known to have Taken Advantage of the Terms of the Qwest-Eschelon Minnesota Interconnection Agreement via Opt-In or as a Base

I Excerpts from MPUC Docket Nos. P-421/C-07-370; P-421/C-07-371, including Department testimony regarding the Change Management Process ("CMP") and Qwest testimony regarding the importance of compliance with industry standards

J Grandparenting ADSL compatible loops and Raw Loop Qualification – CMP Materials

K xDSL Summary of Key Events Since October 2007 - Integra

L xDSL Email Exchange – HDSL2 Repairs, Intervals, etc.

M Matrix – xDSL Examples

N Loop Assignment – Assigned and Unassigned Facilities

O AdTran DSL Assistant Example

[25] Order Opening Investigation, p. 4, Ordering Paragraph No. 3.

P Excerpts from PAETEC Business Analysis and Quality Assurance – ADSL EDI - Confidential[26]

Q PAETEC-Qwest Communications Regarding ADSL & SDSL Troubles

R xDSL Summary of Key Events – PAETEC

S Marketing/Disparaging Remarks Examples

T Other Discrimination Example Chronology

U Marketing Example – Popp.com

V November 23, 2009 xDSL Example

Joint CLECs will discuss the information in these Attachments, and the facts and legal authority related to each issue, in the Discussion section below.

III. DISCUSSION

A. xDSL-Capable Copper Loops.

1. Legal Standards Generally

See Attachments A & B for Summaries of Legal Authority as Compared to Qwest's Position

Digital subscriber line technology, "commonly referred to as xDSL, permits high speed connections . . . over ordinary copper loops."[27] In other words, although the terms "broadband" (or "advanced services") and "fiber" are sometimes linked, fiber is not the only means of providing broadband to customers. Copper may be used to provide advanced services as well. This includes services "such as ISDN, ADSL, HDSL, and DS1-level signals."[28] Subject to certain distance limitations (which may change over time as technology changes[29]), a carrier can

[26] A protective order among the parties is not currently in place. The confidential version will be provided once the parties receiving Attachment P have entered into a protective agreement regarding confidentiality.
[27] TRO footnote 77 to ¶26.
[28] First Report & Order, ¶380.
[29] "Until recently, lines over 18,000 feet were not considered amenable to xDSL transmission. Commenters state, however, that these very long length loops are now compatible with certain xDSL transmission technologies, and represent an opportunity for further xDSL product development. Thus, we require incumbent LECs to condition

provide various types of xDSL[30] service over an appropriately conditioned copper loop.[31] The importance of using copper to provide broadband is apparent in the FCC's conclusion that CLECs are "impaired" without access to unbundled "***xDSL-capable*** stand-alone ***copper*** loops."[32] The FCC has found therefore that lack of access to unbundled xDSL-capable copper loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor.[33]

Consequently, Qwest must condition copper loops to enable CLECs to offer advanced services.[34] As indicated above, loop or "line" conditioning is defined as follows:

> Line conditioning is defined as the removal from a copper loop or copper subloop of ***any*** device that ***could*** diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.[35]

Qwest's line conditioning obligation applies to "loops of any length."[36] If any device could diminish xDSL capability, it must be removed, or "stripped,"[37] from the xDSL loop when conditioning is authorized:

> We find that loop conditioning . . . in fact enables a requesting carrier to use the basic loop. Because competitors cannot access the loop with all its native 'features, functions, and capabilities' unless it has been stripped of accreted

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loops of any length for which competing carriers have requested line sharing, unless conditioning of that loop will significantly degrade the incumbent's voice service as described below. We believe that this requirement is technology-neutral and supports the further development and deployment of xDSL-based services." FCC Line Sharing Order, ¶84 (cited by FCC in TRO note 1946 to ¶642 as to line conditioning generally).

[30] FCC TRO ¶ 215, n. 661: "We use the term "xDSL" to refer to DSL as a generic transmission technology, as opposed to a specific type of DSL such as ADSL (asymmetric digital subscriber line), HDSL (high-speed digital subscriber line), UDSL (universal digital subscriber line), VDSL (very-high speed digital subscriber line), and RADSL (rate-adaptive digital subscriber line)."

[31] TRO footnote 661 to ¶ 215.

[32] TRO ¶ 642 (emphasis added).

[33] TRRO ¶ 22 (emphasis added).

[34] *E.g.*, TRO footnote 1925 to ¶ 635 ("to enable the requesting carrier to offer advanced services"); TRO at ¶ 7, p. 14, 2nd bullet ["for the provision of digital subscriber line (xDSL) services"].

[35] 47 C.F.R. §51.319(a)(1)(iii)(A) (emphasis added).

[36] TRO fn 1946 to ¶642, quoting the FCC's Line Sharing Order, which states at ¶83 that ILECs must condition loops "regardless of loop length."

[37] TRO ¶643

devices, we conclude that loop conditioning falls within the definition of the loop network element.[38]

The fact that unbundling of the local loop includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service" has been repeatedly confirmed by the FCC over time.[39] The First Report and Order was released on August 8, 1996,[40] the UNE Remand Order was released on November 5, 1999,[41] and the TRO was released on August 21, 2003.[42] In 2005, in its Broadband Order, the FCC confirmed that, regardless of how the FCC classified wireline broadband Internet access service, CLECs are still "able to purchase UNEs, ***including UNE loops to provide stand-alone DSL telecommunications service***, pursuant to section 251(c)(3) of the Act."[43] To the extent that Qwest asserts it has not developed a "product" for xDSL capable loops, claims that its technical publications do not anticipate these rules, or otherwise creates operational barriers to assigning, ordering, provisioning, and repairing xDSL capable loops, the Commission should consider that the rules have been around for approximately ten years or more. Qwest has had plenty of time to put compliant processes in place, but has failed or refused to do so. To the contrary, Qwest has taken positions in direct opposition to the law.

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[38] UNE Remand Order, ¶173.
[39] TRO ¶ 249; UNE Remand Order ¶ 166; and First Report and Order, ¶ 380.
[40] First Report and Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Interconnection between Local Exchange Carriers and Commercial Mobile Radio Service Providers, CC Docket Nos.* 96-98, 95-185, 11 FCC Rcd 15499 (F.C.C., 1996) ("FCC First Report and Order" a/k/a "Local Competition Order"), available at http://www.fcc.gov/Bureaus/Common_Carrier/Orders/1996/fcc96325.pdf
[41] Third Report and Order, *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996,* CC Docket No. 96-98, (F.C.C., 1999) ("FCC UNE Remand Order"). available at http://www.fcc.gov/Bureaus/Common_Carrier/Orders/1999/fcc99238.pdf
[42] TRO, *vacated in part and remanded, USTA v. FCC,* 359 F.3d 554 (D.C. Cir., 2004), *cert. denied,* 125 S.Ct. 313, 316, 345 (2004).
[43] FCC Report and Order and NPPR, FCC 05-150 Adopted: 8/5/05 Released: 9/23/05 ["Broadband Order"], ¶126 (emphasis added). See discussion of the Broadband Order in Section III(A)(2)(d) below.

2. Factual Background in Context of Specific Legal Standards

Qwest's policies regarding xDSL-capable copper loops collide with the above-described legal standards in at least the following ways:

a. Qwest refuses digital level signals via conditioned copper loops;
b. Qwest restricts testing to voice transmission;
c. Qwest refuses digital signals for two-wire loops;
d. Qwest denies access to ADSL capable loops in some cases based on alleged grandparenting of ADSL and, even when it provides them, it says the service may be degraded or may not work at all;
e. Qwest refuses to repair/restore service to data/digital levels, leaving end user customers adversely impacted;
f. Qwest refuses to remove certain devices, including bridge tap;
g. Qwest charges CLECs for repairs, even though the trouble is in Qwest's network (e.g., due to bridge tap);
h. Qwest refuses to proceed with repair, unless a CLEC authorizes charges for testing that is supposed to be optional;
i. Qwest fails to assign the best available loop, and instead assigns loops to voice parameters for CLECs; and
j. Qwest ignores industry standards for NCI codes in the facilities assignment process, while blaming NCI codes for repair and spectrum management problems.

Given that there is a lot of history related to each of these issues and, at the Commission open meeting on September 10, 2009, counsel for Qwest requested specificity, Joint CLECs have provided several attachments to these Comments related to that background information. (See list of Attachments in Section II, Issues.) This information is not new to Qwest, and many of the documents were prepared by Qwest. Joint CLECs have tried to resolve their issues with Qwest. For example, Integra has made extensive efforts, including executive-level escalations and discussions since at least October of 2007 and CMP requests with escalations joined by PAETEC, TDSM, Velocity, and other CLECs (but denied by Qwest), to resolve these issues without litigation. A summary of key Qwest-Integra events since October of 2007 is provided in Attachment K to these Comments, and a summary of key Qwest-PAETEC events is provided in Attachment R to these Comments.

Attachment A to these Comments contains a summary in matrix form. For each of the above issues (a)-(j), the matrix in Attachment A contains one column that cites Qwest's legal obligation and a corresponding column that cites Qwest's stated position or practice that is contrary to that legal obligation. In addition, the examples in Attachment M to these Comments correspond as well to issues (a)-(j). Although Qwest has admitted its positions (as shown in the final column of Attachment A), specific examples are provided in part as a reminder that these issues have real, operational impacts that adversely affect CLECs, competition, and end user customers. The lettering of Rows A-J in Attachment A correspond to sub-sections (a) through (j) in this section III(A) of these Comments.

a. Qwest refuses digital level signals via conditioned copper loops.

The FCC has said that Qwest must provide nondiscriminatory access to unbundled loops, which include "two-wire . . . loops that are conditioned to transmit the digital signals needed to provide services such as ***ISDN***, ADSL, ***HDSL, and DS1-level signals***."[44] As outlined in Row No. 1 of Attachment A, Qwest's position, in contrast, is that Qwest must only condition copper loops to transmit the digital signals needed to provide ***ADSL*** services, and even then only in limited circumstances [see section (d) below]. Qwest's position is that, to otherwise receive a DS1-level signal and ensure that it continues to work, ***CLECs must order a DS1 capable loop.***[45] A DS1 capable loop is more expensive than a conditioned copper loop and is a fully leased line (*i.e.*, keeping CLECs fully dependent on ILEC facilities). In contrast, with a xDSL-capable copper loop, a CLEC leases only a portion (the loop) and invests in its own network by purchasing and using its own equipment. This provides CLECs with some measure of control

[44] First Report and Order ¶380 (1996) (emphasis added); see also UNE Remand Order ¶166 (1999); TRO ¶ 249 (2003).
[45] See Attachment C(3), p. 016 (Qwest email summarizing Qwest's technical publication and PCAT provisions); Attachment C(23), p. 107 (last paragraph).

and ability to gain efficiencies. For example, if a customer disconnects service with the CLEC, the CLEC may move its equipment and use it for another purpose/customer. Use of conditioned copper loops in this manner to provide high speed services to CLEC customers[46] is consistent with Minnesota's statutory goals of encouraging economically efficient investment for greater capacity for data transmission.[47]

Qwest's position is inconsistent with those state statutory goals and violates federal law, which requires availability of DS1-level signals using both DS1 capable loops (also known as "high-capacity lines") ***and*** xDSL capable loops.[48] CLECs may, at their discretion, order ***either*** type of loop where both types are available, and Qwest may not restrict that choice by making one type of loop (xDSL capable) unavailable as a practical matter. Qwest's position that it may unilaterally require CLECs to order DS1 capable loops instead of xDSL capable loops to ensure working service directly contradicts the FCC's finding that ILECs must provide access, on an unbundled basis, to xDSL-capable copper loops because CLECs "are ***impaired*** without such loops."[49] Where DS1 capable loops are unavailable, the FCC specifically recognized that copper loops remain available as UNEs to provide DS1 level service.[50]

Qwest may argue that there are circumstances when CLECs have ordered xDSL capable loops and CLECs are receiving DS1 level signals (*i.e.*, the service is working today). The critical flaw in that argument, however, is that Qwest has clearly said that CLECs have no certainty at all

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[46] CLECs are entitled to use UNEs in this manner, and Qwest "shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service a requesting telecommunications carrier seeks to offer." 47 C.F.R. §51.309(a).
[47] Minn. Stat. §§237.011 & 237.082.
[48] TRO ¶23; see also First Report and Order ¶380; UNE Remand Order ¶166; TRO ¶ 249.

[49] TRO ¶642 (emphasis added).
[50] TRRO note 454 to ¶163.

that these services will "continue to work."[51] CLECs need certainty to plan and manage their business and compete effectively. CLECs' customers have a right to know that, if they order xDSL services from a CLEC, their services will continue to work. The right to order xDSL capable loops is meaningless if, once customers are receiving advanced services over copper loops, Qwest may make a change in its network that brings down the xDSL service for CLECs' customer, and Qwest may refuse to restore it. [See section (e) below.] Due in part to changes in technology that have led or will lead to more and better uses for copper loops,[52] CLECs may increasingly find efficient ways to use copper loops to deliver advanced services to their customers. Qwest should not be allowed to stop that progress by creating a threat that, if CLECs exercise their right to order xDSL capable loops, CLECs have no certainty that service to their customers will continue to work.

b. <u>Qwest restricts testing to voice transmission.</u>

Regarding conditioned copper loops, the federal rules provide: "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***."[53] As outlined in Row No. 2 of Attachment A, however, Qwest's policy is to restrict its testing to voice transmission.[54] Qwest's position is that it may limit testing to "core"

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[51] Attachment C(23), p. 107 (last paragraph); see also Attachment C(3), p. 016. See also PATETEC/McLeod example discussed in Row No. 12 of Attachment A.

[52] See, *e.g.*, TRO ¶218 ["Technological improvements have enabled carriers using DLC systems to deliver broadband (e.g., ADSL) in addition to narrowband services. In particular, manufacturers have developed 'line cards' that can be installed (along with other components) into a DLC system to provide broadband services, or a combination of broadband and narrowband service, to customers served by DLC systems. By deploying this DSLAM functionality in a DLC system, carriers can serve customers whose copper loop facility would otherwise be too long to support the provision of xDSL service."].

[53] 47 C.F.R. §51.319(a)(1)(iii)(C).

[54] See also Attachment C(3), pp. 013, 015-016, 018 (Qwest emails stating its position); Qwest CMP 11/12/08 Adhoc Meeting Minutes (Jamal Boudhaouia-Qwest), Attachment D, p. 022.

tests[55] at a voice transmission parameter (*e.g.*, 1004 Hz) because the loops are metallic, and it says these are the tests used for metallic loops. The FCC, however, obviously knew that the loops were metallic (given that the FCC expressly refers to "copper" lines) when issuing this rule prohibiting Qwest from restricting testing to voice transmission. With its rule, the FCC recognized that, although the loops are copper/metallic, special circumstances exist because the CLEC will be using the copper loop to provide advanced services, so additional or different ILEC testing appropriate for digital services may be required. When first adopting this rule, the FCC said:

> Not knowing whether or not the accessed line is functioning properly impairs a competitive LEC's ability to provide service, because subscribers may tend to blame the new competitor, rather than a familiar incumbent, for any lapse or degradation of service.[56]

It remains true today that end user customers blame the CLEC, though Qwest's refusal to test and repair to digital levels is the cause of the continuing service degradation. This harms the CLEC's reputation and competition.

The FCC said it agreed with commenters that the rule was needed to ensure that ILECs not limit trouble reports to voice-transmission trouble.[57] The specific commenter cited by the FCC was a CLEC called MGC. In MGC's Reply Comments, MGC complained that an ILEC (Pacific Bell) had refused to test loops beyond ensuring that the loop was voice grade quality.[58] Under the heading "xDSL Conditioned Loops," MGC said "the ILEC should be required to provide trouble reporting to CLECs (at TELRIC prices) to identify ***any*** trouble experienced on a

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[55] Qwest's "core" ***testing*** includes Actual Loss at only 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance. Regarding ***line conditioning***, Qwest refers to its "core" standards as "less than 2500 total bridge tap, with no single bridge tap greater than 2,000 feet." See Attachment L, p. 008 (discussed below in section (f)).

[56] Third Report and Order (Nov. 5, 1999) ¶195.

[57] Third Report and Order (Nov. 5, 1999) ¶195.

[58] MGC Reply Comments, p. 11, CC Docket No. 96-98, June 10, 1999 (cited in footnote 370 to ¶195 of the Third Report and Order).

CLECs' leased loop." [59] In response, the FCC adopted the language of the rule quoted above.[60] That was more than ***ten years*** ago. Yet, ten years later, an ILEC (Qwest) is still refusing to test loops beyond ensuring that the loop is voice grade quality. There is no legitimate basis for this, and certainly there is no reason Qwest should be allowed any further delay in implementing this rule. Integra has cited the FCC rule [47 C.F.R. §51.319(a)(1)(iii)(C)] to Qwest on numerous occasions, but Qwest has refused to comply. Commission action is needed.

c. Qwest refuses digital signals for two-wire loops.

The loop definition for conditioned loops that transmit digital signals quoted above specifically applies to "two-wire" loops.[61] As outlined in Row No. 3 of Attachment A, however, Qwest's position is that CLECs must order a 4-wire loop to receive a DS1 level signal.[62] In other words, this is just another way in which Qwest reinforces its position that CLECs must order the more expensive, fully leased DS1 capable loop[63] to receive a DS1-level signal that continues to work. [See section (a) above.]

d. Qwest denies access to ADSL capable loops in some cases based on alleged grandparenting of ADSL and, even when it provides them, it says the service may be degraded or may not work at all.

CLECs are impaired without access to xDSL capable loops, and Qwest's obligation to provide xDSL capable loops includes loops conditioned to transmit the digital signals to provide ADSL services.[64] As described in Row No. 4 to Attachment A, however, Qwest no longer consistently makes such loops available to CLECs. Qwest unilaterally grandparented ADSL

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[59] MGC Reply Comments, p. 11, CC Docket No. 96-98, June 10, 1999 (cited in footnote 370 to ¶195 of the Third Report and Order) (emphasis added).
[60] Third Report and Order (Nov. 5, 1999) ¶195 (citing MGC Reply Comments at 11 in footnote 370 to ¶195).
[61] First Report and Order ¶380; UNE Remand Order ¶166; TRO ¶ 249.
[62] Attachment C(3), pp. 013, 016.
[63] Although Qwest referred to ADSL compatible loops, see Attachment A, Row Nos. 1-3, Qwest had grandparented ADSL by that time and indicated that ADSL may be degraded or not work at all. See *id.* Row No. 4 and next section (d).
[64] TRO ¶249, ¶642, note 465 to ¶140, & note 661 to ¶215.

capable loops and, even when ADSL remains available, Qwest unilaterally announced that "ADSL service may be degraded or may not work at all."[65]

When grandparenting ADSL over the objections of CLECs, Qwest said: "This change is being made consistent with Qwest's implementation of FCC Report and Order and NPPR, FCC 05-150 Adopted: 8/5/05 Released: 9/23/05."[66] Qwest boldly made this assertion, even though the FCC Broadband Order cited by Qwest states (under the heading "Obligations of Incumbent LECs Under Section 251"):

> As noted, the *Wireline Broadband NPRM* sought comment on the relationship between a competitive LEC's rights under section 251 and the Commission's tentative conclusion that wireline broadband Internet access service is an information service with a telecommunications input. Several competitive LECs, ***and one BOC***, argue that regardless of how the Commission classifies wireline broadband Internet access service, including its transmission component, competitive LECs should still be able to purchase UNEs, ***including UNE loops to provide stand-alone DSL telecommunications service***, pursuant to section 251(c)(3) of the Act.[67] We agree.
>
> Section 251(c)(3) and the Commission's rules look at what use a competitive LEC will make of a particular network element when obtaining that element pursuant to section 251(c)(3); the use to which the incumbent LEC puts the facility is not dispositive. In this manner, even if an incumbent LEC is only providing an information service over a facility, we look to see whether the requesting carrier intends to provide a telecommunications service over that facility. Thus, competitive LECs will continue to have the same access to UNEs, including DS0s and DS1s, to which they are otherwise entitled under our rules, regardless of the statutory classification of service the incumbent LECs provide over those facilities. So long as a competitive LEC is offering an "eligible" telecommunications service – *i.e.,* not exclusively long distance or mobile wireless services – it may obtain that element as a UNE. Accordingly, nothing in this Order changes a requesting telecommunications carriers' UNE rights under section 251 and our implementing rules.[68]

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[65] See Attachment J, p. 015.

[66] See Attachment J, p. 001.

[67] "*See* Covad Comments at 84; MCI Comments at 73-76; Letter from Andrew D. Lipman, Richard M. Rindler, & Patrick J. Donovan, Counsel for McLeodUSA, to Chairman Kevin J. Martin, FCC, CC Docket No. 02-33, at 1-2 (filed Aug. 3, 2005) (McLeodUSA Aug. 3, 2005 *Ex Parte* Letter); Letter from Jason Oxman, Senior Vice President, Legal Affairs, CompTel/ALTS, to Marlene H. Dortch, Secretary, FCC, at 2 (filed July 12, 2005) (CompTel/ALTS July 12, 2005 *Ex Parte* Letter); *see also* ***Qwest Apr. 10, 2003 Ex Parte Letter, Attach. at 3 ("CLEC access to UNEs not at risk in this proceeding").***" Broadband Order, note 396 to ¶126 (emphasis added).

[68] FCC Report and Order and NPPR, FCC 05-150 Adopted: 8/5/05 Released: 9/23/05 ["Broadband Order"], ¶¶126-127 (all but one footnote omitted; emphasis added).

It is remarkable that, after Qwest represented to the FCC that "***CLEC access to UNEs not at risk in this proceeding***"[69] to obtain a particular result, Qwest then turned around and used the FCC's order, once obtained, to place at risk access to UNE loops used to provide stand-alone DSL service. Given that Qwest made this statement to the FCC and then cited the Broadband Order in its CMP change request to grandparent ADSL, Qwest was well aware of the FCC's order. As such, Qwest's violation of federal law, and state law requiring access to UNEs, is knowing and intentional.

To the extent Qwest claims any modification to CLEC rights, the proper process would be for Qwest to request amendments to the ICAs pursuant to change of law provisions, and not to unilaterally announce its own implementation of changes in laws via a CMP notice (sent to a group of CLEC representatives that are primarily operational personnel[70]). Regarding Qwest's use of CMP, PAETEC said it in objections in CMP comments:

> Also, as a note, PAETEC finds that Qwest's use of CMP notice(s) as a means to avoid their responsibility to work with CLEC in good faith to resolve issues is an inappropriate use of the CMP process. PAETEC brought issues (customers experiencing interrupted or impaired ADSL/SDSL services), which are directly due to Qwest's Remote DSLAM installation process, to light. This CMP notice does not constitute 'good faith' on the part of Qwest.[71]

The federal rules and TRO/TRRO provisions cited in these Comments remain in place after the Broadband Order.[72]

Qwest used an algorithm for loop assignment purposes for ADSL-compatible loops to calculate whether a loop is likely to perform at the needed specifications for ADSL [see section

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[69] Broadband Order, note 396 to ¶126 (emphasis added).

[70] When re-designing CMP, a CLEC (New Edge) pointed out that CLEC CMP participants are operational business people, not attorneys who could address "regulatory, legal type processes" and changes that "impacts an ICA," and Qwest acknowledged the point and said this has been addressed with language in the CMP Document which states the ICA controls over CMP. See Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.

[71] See Attachment J, 019.

[72] See, *e.g.*, 47 C.F.R. §51.319(a)(1)(iii)(A) and 47 C.F.R. §51.319(a)(1)(iii)(C) (both quoted above).

(i) below]. When Qwest wrongfully grandparented ADSL compatible loops, however, Qwest ***removed the algorithm*** from its systems for unbundled loops.[73] For its own retail customers of High Speed Internet or "HSI" (and for CLECs ordering Qwest's high priced fully leased commercial resold DSL product), however, Qwest continues to use some algorithm.[74] This is true, even though the law requires nondiscrimination and the Arbitrated ICA specifically states that Qwest "will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***."[75] Qwest not only removed the algorithm for unbundled loops but also said that, if a CLEC requested that Qwest run the algorithm, Qwest "would have to look at how that would work and how much the ***funding*** would be."[76] Despite Qwest's frequent allegations regarding the costs of system changes, note how quickly and easily Qwest changed its systems when it wanted to remove this capability. Qwest also "delist[ed] the set of NC/NCI codes that point to the old algorithm."[77] Apparently, cost was no object, or it really is not that expensive. Then, after removing this capability for unbundled loops, Qwest had the temerity to suggest that CLECs should pay to restore it. Qwest should not have grandparented ADSL compatible loops at all, so it can hardly expect CLECs to pay for the costs of restoring that service, the algorithm, and the NC/NCI codes, should the Commission find that Qwest must "un-grandparent"[78] it.

In the meantime, Qwest has implemented its CMP change to deny access to working, reliable ADSL compatible loops to CLECs. In some cases, when Qwest unilaterally interprets an ICA to exclude ADSL over conditioned copper loops (*e.g.*, because Qwest has grandparented

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[73] Qwest 1/17/07 CMP Meeting minutes, Attachment J, p. 004.
[74] Qwest 1/17/07 CMP Meeting minutes, Attachment J, p. 008.
[75] Arbitrated ICA, , §9.2.2.3 (emphasis added).
[76] Qwest 1/17/07 CMP Meeting minutes, Attachment J, p. 007 (emphasis added).
[77] Qwest 1/17/07 CMP Meeting minutes, Attachment J, p. 006 (emphasis added).
[78] CMP Adhoc Meeting Minutes, 11/12/08 (Qwest – Bob Mohr), Attachment D, p. 021. [Stating Qwest was looking at "un-granparenting" ADSL, but Qwest did *not* un-grandparent it.]

ADSL), Qwest refuses to process ADSL compatible loop orders. Qwest's technical publication contains a Table 3-14, entitled "Unbundled xDSL NC/NCI Code Combinations." Under the heading for ADSL compatible loops in Table 3-14, Qwest's own technical publication requires the use of the NC Code "LX-R" for ADSL compatible loops.[79] If Qwest unilaterally interprets an ICA to exclude ADSL over conditioned copper loops, however, Qwest enforces its unilateral interpretation by rejecting CLEC orders containing the NC code "LX-R" for ADSL compatible loops.[80] For example, even though the Qwest-Integra ICA in Oregon states that Qwest must provide access to unbundled loops, which includes "two-wire. . . loops that are conditioned to transmit the digital signals needed to provide . . . ***ADSL . . . and DS1-level signals***,"[81] Qwest takes the position that Integra cannot order an ADSL compatible loop under the ICA using an NC code of LX-R.[82] This forces Integra to order using a different NC-NCI code.[83] When DSL service is not working, however, Qwest refuses to remove bridge taps on the grounds that the NC-NCI code used during the ordering process is inappropriate for ADSL, notwithstanding that Qwest refused to allow use of the appropriate NC-NCI code. [See section (j) below.] The Commission should require Qwest to change these policies and comply with the law.

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[79] See http://www.qwest.com/techpub/77384/77384.pdf.

[80] Also, as indicated above, Qwest delisted the set of industry standard NC/NCI codes that point to the algorithm – despite it current insistence, for repair purposes, that use of the appropriate industry standard NC/NCI code is imperative.

[81] Qwest-Integra Oregon ICA, §2.1.

[82] See Feb. 5, 2009 email (Qwest system rejection notice states: "you are not contracted for lxr-"). See Attachment M, p. 10.

[83] As the PAETEC/McLeod example described in Row No. 12 of Attachment A shows, Qwest's direction as to which code to use has been inconsistent over time and among carriers. In fact, Qwest took the position that the NCI code was not used by Qwest at all (*i.e.*, was "informational only"), so there was no reason at the time to distinguish among NCI codes when ordering. See Row Nos. 11-12 of Attachment A. Because Qwest's conduct in this regard has created problems with the codes in the embedded base, Qwest should not be able to force CLECs to place new or change orders to disconnect customers and re-order new service (potentially changing working loops to non-working loops or receiving responses that facilities are not available) simply to change the codes. See Section III(A)(j)(ii).

e. **Qwest refuses to repair/restore service to data/digital levels, leaving end user customers adversely impacted.**

As discussed above [in Section I(2), Importance of the Issues], Qwest's position that it has no obligation to restore xDSL to a standard that it will continue to work (see Row 5 of Attachment A) creates serious issues for CLECs that need business certainty and for end user customers that need to be able to rely on the service they have ordered. Section 12.4 of the Arbitrated ICA requires Qwest to provide maintenance and repair services, and Qwest is compensated for doing so at Commission-approved rates.[84] Section 12.4.3.5 of the Arbitrated ICA requires that Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's technical publications, which must be consistent with industry (Telcordia and/or ANSI) standards. In the recent conversions/commingling docket in Minnesota, Qwest testified about the importance of complying with industry standards.[85] With respect to testing and repair, however, Qwest is not in compliance with industry standards.[86]

For example, for HDSL2, Qwest says that a DS1 level signal is not available and limits testing for repairs to a voice transmission parameter (***1004 Hz***),[87] even though the ANSI standard is a range which is generally tested at ***196 kHz***, as shown below.[88] Qwest's Technical Publication 77384 provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28.[89] Regarding routine test parameters and

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[84] In Minnesota, a UNE cost case was completed recently. *See In the Matter of Qwest Corporation's Application for Commission Review of TELRIC Rates Pursuant to 47 U.S.C. § 251*, Docket No. P-421/AM-06-713.

[85] See Attachment I (excerpts from testimony of Rachel Torrence of Qwest).

[86] Qwest is also out of compliance with Telcordia standards regarding use of NC-NCI codes for provisioning. See Attachment A, Row 11; section III(A)(2)(i) below.

[87] See Qwest RVP June 5, 2008 email to Integra, Attachment C(3), p. 016 (quoted in Attachment A, Row No. 5).

[88] Qwest is well aware of this information, which Integra presented in CMP, and then included in its communications with Qwest's executives and legal team. See Attachment C(19), pp. 072-074.

[89] ANSI T1E1, Technical Report Number 28 states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." This is consistent with the definition of HDSL2 in the Statement of Generally Available Terms ("SGAT") and in the Arbitrated ICA. The definition is quoted in footnote 1 to Attachment K.

levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in §9.2.6.1 of the Arbitrated ICA and in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements." While Qwest's technical publications cite ANSI standards, Qwest does not construe its technical publications[90] in accordance with these standards.[91]

[90] Section 2.3 of the Arbitrated ICA provides that, in cases of conflict between the technical publications and CLEC's rights or obligations under the ICA, the rates, terms and conditions of the ICA prevail. Even without such ICA language, Qwest's technical publications must comply with the law. For example, Qwest could not legally use CMP to change its technical publications to eliminate CLECs' unbundling rights. Qwest can no more eliminate the line conditioning rules with its technical publication terms than it can eliminate other rights granted under the Act.

[91] "The Qwest Tech Pub 77384 . . . indicate CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***." Qwest RVP 6/5/08 email, Attachment C(3), p. 016 (emphasis added).

Although the FCC confirmed in 2003 that CLECs are impaired without access to xDSL capable loops,[92] Qwest has elected not to develop xDSL capable loop "products" (*e.g.*, an HDSL2 capable loop). Instead, Qwest requires that CLECs order "non-loaded" loops and authorize conditioning of those loops. Therefore, rather than a "product" distinction, the distinction among the various types of xDSL capable loops (*e.g.*, HDSL2, ADSL, *etc.*) is supposed to be identified ***using industry standard NC/NCI codes***. Because Qwest relies on the NC code but not the NCI code for CLEC orders [see section (j) below], when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). In other words, regardless of the NCI code used for a 2-wire non-loaded loop, Qwest will assign the same loop, even when the industry standard dictates a loop with different parameters depending on the NCI code used.[93] This is true, even though a Qwest witness recently testified: "Complying with industry practice is simply part of doing business."[94]

Vendors require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196kHz test for HDSL: "The practice of using insertion loss (***at 196 kHz***) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)."[95]

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[92] TRO ¶642.

[93] See, e.g., Attachment J, p. 013, Qwest CMP Response ("The facility is ***physically the same facility*** as the grandfathered ADSL Compatible UBL. The only difference is the 2-wire Non-Loaded UBL NC/NCI combination does not drive the request to the Qwest DSL Algorithm.") (emphasis added).

[94] See Attachment I, MN conversions/commingling docket, Rebuttal Testimony of Rachel Torrence, p. 7, lines 8-9.

[95] http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest's current policy stands in stark contrast to these industry standards. In the example provided in Integra's CR in CMP (see Attachment D), the HDSL2 service was working fine for Integra's end user customer. Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service.[96] Integra opened a trouble ticket to restore service, and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (*i.e.*, was permanently disrupted). Since then, Qwest has confirmed in CMP[97] that it will only provide a non-loaded loop (per the NC code) but will not specifically provision HDSL2 (per the NCI code), so that per Qwest at installation HDSL2 service might work, and it might not, and even if it works initially, Qwest will not restore it to that level if it later fails.[98]

In Figure 6(c) above, there is a very small area on the frequency line where the line marked Basic Access DSL intersects with the line going from 20 kHz to 412 kHz. Apparently, it is a narrow situation such as this for which Qwest says a non-loaded loop "might" work, though Qwest will not agree to restore it if a later Qwest network modification takes it out of that area. Figure 6(c) suggests that the likelihood that it "might not" work is greatest. The FCC, the SGATs, and the Arbitrated ICA do not refer to loops that "may or may not" be digital capable. They must be digital capable. Qwest's position that it may restrict testing to ***voice*** transmission parameters is inconsistent with industry standards, as well as 47 CFR §51.319(a)(1)(iii)(C) (quoted above). To the extent that Qwest's technical publications are inconsistent with industry standards and/or the law, they should be revised. Qwest refused CLECs' request to revise its technical publication in CMP (a denial that is subject to dispute resolution in this proceeding).

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[96] As discussed above (Section II, Issues), this is an example that would fall under more than one category, including the network maintenance and modernization arbitration ruling (Issue 9-33; Arbitrated ICA Section 9.1.9). See Section III(B) below.

[97] See, e.g., Attachment D, p. 005.

[98] Attachment C(3), p. 016; C(23), p. 107.

To the extent that Qwest's technical publications are inconsistent with the ICAs, the ICAs and the law control and Qwest must have processes available to CLECs to effectuate those rights.

f. <u>Qwest refuses to remove certain devices, including bridge taps.</u>

As indicated above (in Section III(A)(1), Legal Standards Generally), loop or "line" conditioning is defined as follows:

> Line conditioning is defined as the removal from a copper loop or copper subloop of ***any*** device that ***could*** diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, ***bridge taps***, load coils, low pass filters, and range extenders.[99]

It is important to note that this federal rule contains ***no exception*** to the obligation to remove devices that could diminish xDSL capability for certain types of devices - such as "near-end" bridge taps.[100] The effect of a short bridge tap near the DSLAM (*i.e.*, a near-end bridge tap) "tends to be highly detrimental to a DSL signal."[101] As outlined in Row No. 6 of Attachment A, however, Qwest's policy is to refuse to remove near-end bridge tap, if the bridge tap does not exceed 2.0 kft. and the total bridge tap does not exceed 2.5 kft.[102] There is simply no basis in the law for this unilateral Qwest narrowing of the definition of line conditioning. Although Integra has pointed out the federal definition of line conditioning to Qwest on numerous occasions over time, however, Qwest maintains and enforces its position.

There is no contractual explanation either. For example, in a recent customer-affecting example in Washington, Qwest refused to remove near-end bridge tap even though Integra pointed out that the Qwest-Integra Washington ICA provides that, as there is no definition of line

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[99] 47 C.F.R. §51.319(a)(1)(iii)(A) (emphasis added). See also TRO ¶643, UNE Remand Order, ¶¶172-173 (cited in TRO, note 1925) (all quoted in Row No. 6, Attachment A).

[100] An example of a definition of near-end bridge tap is the following: "A significant factor in lowering service rate is near end bridge tap, i.e., a bridge tap near, e.g., at or within 300 feet of, the DSLAM or modem." http://www.freepatentsonline.com/7076056.html Regardless of the precise definition of near-end, a bridge tap that is near (or far - "far-end" bridge tap) is ***not*** excluded from the federal rule requiring its removal.

[101] http://www.freepatentsonline.com/7076056.html

[102] See, *e.g.*, Attachment L, p. 002; Qwest 10/29/07 email, quoted in Row No. 6 of Attachment A.

conditioning in the ICA, the definition in the federal rules applies.[103] Section 8.2.4.1.2.1 of that ICA provides: "When Integra requests a nonloaded Unbundled Loop and there are none available, Qwest will dispatch a technician to remove load coils and excess bridge taps (i.e. 'deload' and ***condition*** the Loop) in order to make a Loop available. . . . When capable, the loop will support DSL service." Although "excess" is described in the ICA as meaning to "condition" the loop and the ICA provides that condition must have the meaning in the federal rule, Qwest unilaterally defines "excess" or "excessive" (in all states)[104] to mean a bridge tap not in excess of 2.0 kft. and the total bridge tap does not exceed 2.5 kft. If excess, when used to define which bridge taps must be removed, had that meaning, however, the federal rule would state that conditioning is defined to mean removal of a bridge tap in excess of industry standards. It does not say that. If a bridge tap is within the length allowed by industry standards, but it is nonetheless for some reason interfering with DSL service,[105] the federal rule requires its removal. Qwest has no legitimate basis for its position.

Further evidence that Qwest's bridge tap policy is unilateral and not driven by contract language is an example in Oregon. Integra has an ICA with Qwest in Oregon that both specifically states that Qwest must provide access to loops, which include "two-wire . . . loops that are ***conditioned*** to transmit the ***digital*** signals needed to provide ISDN, ***ADSL***, HDSL, and

[103] Qwest-Integra WA ICA, §3.45 ("Terms not otherwise defined here, but defined in the Act or in regulations implementing the Act, shall have the meaning defined here.").

[104] See Attachment L, pp. 002-003. The MN Arbitrated ICA refers to "excess" bridge tap in §9.2.2.4: "Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and ***excess Bridged Taps*** to provide CLEC with ***a non-loaded Loop***." When CLECs order a non-loaded loop and authorize conditioning, however, it is Qwest's policy to refuse to remove these bridge taps (*e.g.*, the described near-end bridge taps). See Attachment L, pp. 002-003.

[105] See, e.g., Integra (Kim Isaacs) 11/14/07 email to Qwest (Mary Dobesh): "Qwest's Repair department will often indicate that the amount of bridge tap is causing the service issue on a 2 Wire Non-Loaded Loop but also indicate that it is within Qwest specification." Attachment L, p. 003 & 005. (For a very recent example of Qwest indicating a loop is within specification, though bridge tap is interfering with the customer's xDSL service, see Attachment V.)

DS1-level signals"[106] and also provides that Integra may order a special copper loop "***unfettered*** by any intervening equipment (e.g., filters, load coils, range extenders) and which do ***not*** contain ***any bridged taps***, so that CLEC can use these loops for a variety of services by attaching appropriate terminal equipment at the ends."[107] This is the ICA discussed in section (d) above, for which Qwest has taken the position that Integra cannot use the NC code of LX-R for ADSL compatible loops because Qwest claims Integra is "not contracted" for ADSL.[108] And, although Qwest acknowledges that the "unfettered" language requires Qwest to remove bridge taps, Qwest nonetheless refuses to remove them[109] due to operational barriers it has erected. Qwest has taken the position that it will not remove these bridge taps on repairs unless, at the time of ordering, the loop was ordered with a remark that says "special copper loop."[110] There is no requirement in the ICA to do so. Qwest has no product for special copper loop (though this language has been in the ICA since 2000) and no documented process requiring this added step.[111] Adding a remark to an order drops the order to ***manual*** handling. In contrast, Qwest has

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[106] Qwest-Integra Oregon ICA, §2.1.

[107] Qwest-Integra Oregon ICA, §2.1.1.2.

[108] See Feb. 5, 2009 email (Qwest system rejection notice states: "you are not contracted for lxr-"), Attachment M, p. 10.

[109] See, *e.g.*, Attachment V (containing an Oregon example from ***yesterday*** in which Qwest again refused to remove bridge tap). Qwest claims the loop is "within specification," though there is interfering bridge tap. Knowing the end user customer is currently experiencing trouble, Qwest nonetheless said it considers the issue "closed." *Id.* The Qwest service manager also told Integra's escalations manager that Integra's General Manager/Vice President of Network needed to escalate to Qwest's Regional Vice President any of this "type of request," *id.* – while an end user customer's service is affected – which is directly contrary to the Qwest procedures developed in CMP Re-design and currently reflected in Qwest's PCAT, which states: "***Escalations can be initiated for any issue, at anytime, and at any escalation point.***" http://www.qwest.com/wholesale/clecs/exescover.html (emphasis added); see also CMP Document §12.8.1.

[110] See, *e.g.*, Qwest (attorney Daphne Butler) 10/14/09 email to Integra, Attachment M, p. 16.

[111] Qwest (attorney Daphne Butler) 10/14/09 email to Integra ("the 'Special Copper Loop' is not a defined product in our PCAT and does not conform to any specific product in our PCAT"), Attachment M, p. 16. Integra addressed Qwest's "productization" argument in its CMP escalation (Attachment C(19), pp. 071-072). It is not an adequate response to any of the operational, legal and contractual issues raised by Joint CLECs to argue that Qwest did not choose to develop its "product" that way. Qwest needs to comply with the contracts and the law and ensure its personnel are trained. After all, the applicable FCC rules have been around for about ten years, and the Integra OR ICA has been in place since May of 2000. There has been plenty of time to develop a product, if Qwest desired a product. Integra is relying on our ICA and the law.

admitted that: "Qwest retail does not use a manual process."[112] The law and the contracts prohibit discrimination. Qwest's unilateral decision to require that every one of these Integra xDSL orders drop to manual handling while its retail orders are processed without manual handling is in violation of those laws and contract provisions requiring nondiscrimination. Additionally, for ADSL, Qwest claims that Integra has used a "wrong" NC/NCI code, even though Qwest rejects orders with the appropriate code, as discussed above. The code that Qwest has only recently directed Integra to use, however, is ***not*** the code that its own technical publication identifies for ADSL compatible loops. So, even assuming Integra would issue a new order, the code would still be "wrong" per Qwest's own technical publication. And, the code Qwest has only recently directed Integra to use is ***not*** the same as the one that Qwest had told PAETEC to use [as discussed in sections III(A)(2)(j) and III(B)]. It is a shell game. The reality is that no code is good enough for Qwest right now, because Qwest ignores the NCI code in provisioning (as discussed in section (j)). Qwest should simply remove bridge tap, per the CLEC's authorization of conditioning.

Integra had authorized conditioning in these Oregon examples. Instead of simply removing a near-end bridge tap, however, Qwest said it requires Integra – at the repair stage – to re-order new service for an installed customer to change the NC-NCI code,[113] even though this would subject Integra's customer with the associated delay (*e.g.*, the installation interval of 9 days in Oregon) and risk of service disruption that placing a new order would cause.

Together, these examples and the information in Attachments A and C show that, regardless of what the law or any particular contract says, and no matter how a CLEC orders xDSL loops, Qwest's policy is to refuse to remove bridge tap, including near-end and far-end

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[112] See CMP Minutes from 1/21/09 CMP Meeting (Jamal Boudhaouia-Qwest). See Attachment D.
[113] See, *e.g.*, Qwest (attorney Daphne Butler) 10/30/09 email to Integra.

bridge tap, if the bridge tap does not exceed 2.0 kft. and the total bridge tap does not exceed 2.5 kft, even when the bridge tap is clearly interfering with DSL service. While Qwest may attempt to blame its refusal on some action taken by the CLEC or on some allegedly unique contract language, those excuses do not withstand scrutiny. In fact, Qwest has admitted that its policy is universally applicable: "The core tests Qwest performs are the same for both analog and digital signals. The primary difference is checking for loads and bridge tap for the non-loaded loops, i.e., LX-N. ***Qwest will provision to meet core standards, i.e. less than 2500 total bridge tap, with no single bridge tap greater than 2,000 feet.*** If your end-user equipment requires a different facility, ***with less bridge tap***, then ***you may need to order a different product.***"[114] As discussed in section (a) above, however, Qwest cannot force CLECs to order a more expensive, fully leased product instead of the xDSL capable loops to which they are entitled.

The removal of bridge tap should be a particularly easy problem to solve. Qwest simply has to change its policy. Approved conditioning rates are already in place as a result of the recent cost docket.[115] Qwest's own online Product Catalog ("PCAT") already contains a process that states regarding an existing field on the order form: "If this field carries the "Y", all . . . interfering Bridged Tap will be removed . . ."[116] If Qwest implements this language appropriately, the PCAT language would be consistent with the Arbitrated ICA, which states in Section 9.2.2.4: "Upon CLEC pre-approval or approval of conditioning, and only if conditioning is necessary, Qwest will dispatch a technician to condition the Loop by removing load coils and

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[114] Qwest (Mary Dobesh) 10/29/07 email to Integra (emphasis added), Attachment L, p. 008.

[115] In the September 5, 2006 Order Referring Rates to the OAH in the cost docket, the Commission defined the scope of the docket as follows: "The Commission agrees that the collocation rates and nonrecurring element rates (i.e., the elements addressed in the 1735 Cost Docket) and rates for new and restructured UNEs should be reviewed in this docket." Negotiations of the UNE Rate Element Descriptions matrix in the cost docket had started by at least July of 2008. As the documentation in Attachment C shows, Qwest was well aware of this issue over time, and it had every opportunity to address it in the cost docket if it desired any different rate or application of rate for conditioning from that agreed upon in that docket.

[116] See http://www.qwest.com/wholesale/pcat/unloop.html.

excess Bridged Taps to provide CLEC with a non-loaded Loop." In other words, Qwest does not even have its usual claim that processes are not in place. Qwest simply has to give direction to its personnel that "excess" bridge tap as used in the ICA and "interfering" bridge tap as used in the PCAT[117] mean bridge tap that "could diminish" xDSL capability [per 47 C.F.R. §51.319(a)(1)(iii)(A)] instead of its unilateral, narrower definition based on bridge tap length.

For example, in mid-October in Oregon, Qwest refused to remove bridge tap in a customer-affecting situation. After Integra legal contacted Qwest legal, Qwest removed the bridge tap and the Qwest technician added the following note in the Qwest repair system available to CLECs (CEMR): "KATHY, OW164041 WAS OPENED AND WE HAVE TO REMOVE ALL THE BRIDGE TAP PER STAFF ADVOCATE AND OUR LEGAL REP."[118] Unfortunately, Qwest later took the position that it could erect operational barriers [see section (f) above] instead of removing bridge tap again. But, this example shows that Qwest need simply say the word, and bridge taps can be removed.

g. <u>Qwest charges CLECs for repairs, even though the trouble is in Qwest's network (e.g., due to bridge tap).</u>

Generally, maintenance charges do ***not*** apply when the trouble is in Qwest's network (*i.e.*, the trouble is Qwest-caused), and maintenance charges apply (*i.e.*, Qwest charges the CLEC for the repair work) when the trouble is not in the Qwest's network.[119] By unilaterally defining bridge tap in Qwest's network that clearly interferes with DSL service as not excessive [see section (f) above], Qwest not only refuses to restore service via bridge tap removal but also ***charges the CLEC*** for this wholly unsatisfactory result. If Qwest dispatches, tests to its core

[117] In 2004, Qwest made an attempt to change "interfering" to "excessive" in the PCAT. Particularly given Qwest's unilateral unduly narrow interpretation of "excessive," CLECs objected. PROD.03.30.04.F.01521.UBL_PCATs, March 30, 2004 (Qwest Level 1 CMP Notice). Qwest withdrew the change. Unfortunately, Qwest nonetheless also applied an unduly narrow unilateral interpretation of "interfering." See Qwest (Mary Dobesh) 1/21/08 email, Attachment L, Page 002 ("excessive is the same as interfering").
[118] Attachment M, Att. #6, p. 17.
[119] See, e.g., Arbitrated ICA §§9.2.5.2, 9.2.5.3, 12.4.1.5 (all quoted in Row No. 7, Attachment A).

testing standard (a voice transmission parameter, *e.g.*, 1004 Hz)[120] and its core line conditioning standard (*i.e.*, less than 2500 total bridge tap, with no single bridge tap greater than 2,000 feet)[121] and finds that those Qwest standards are met, Qwest codes the trouble ticket to "No Trouble Found" or "NTF" (meaning no trouble found in the Qwest network), "Trouble Isolated to the CLEC" ("IEC"), or "Customer Premise Equipment" or "CPE" (meaning trouble found on the customer's side rather than in the Qwest network), even though the end user customer's xDSL service is not working properly. Because the trouble is coded as not being in the Qwest network, Qwest charges CLEC maintenance of service charges (usually a half hourly rate). When the trouble is a bridge tap (*e.g.*, a near-end bridge tap) which is interfering with service, the trouble should be coded as in the Qwest network. Even though a digital capable nonloaded loop should "provide . . . DS1-level signals,"[122] Qwest has admitted that, after it conducts its voice "core" tests and finds they are met, it automatically closes the ticket to for non-loaded loops to "CPE" - which results in charges to the CLEC:

> Our testers and OSP techs perform tests for the product requested, which is ***an UBL 2Wire Non-Loaded loop***. The ticket was ***closed to CPE by Qwest, because the loop meets ANSI standards for the LX-N product***. According to Qwest documentation, this product is ***not expected to meet T1 transmission parameters***.[123]

The interfering bridge tap is in Qwest's network. Therefore, no maintenance of service charge should apply. Qwest should remove the bridge tap and code the trouble to Qwest's network.

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[120] Qwest (Ken Beck) 6/5/08 email to Integra (cited in section (b) above and in Row 2, Attachment A).
[121] Qwest (Mary Dobesh) 10/29/07 email to Integra (quoted in section (f) above), Attachment L, p. 008.
[122] First Report and Order ¶380; see also UNE Remand Order ¶166; TRO ¶ 249.
[123] Qwest (Mary Dobesh) 10/29/07 email to Integra, Attachment L, p. 008.

h. <u>Qwest refuses to proceed with repair, unless a CLEC authorizes charges for testing that is supposed to be optional.</u>

"Optional" testing, as the name suggests, is supposed to be available to CLECs by choice. It is supposed to be an optional alternative to a CLEC conducting its own testing. Generally, before either party reports a trouble condition, the party uses its best efforts to locate or "isolate" trouble.[124] A party is not required to identify a specific location within the other party's network, but attempts to isolate trouble to the other party's network/facilities.[125] In contrast, with "optional testing," a CLEC may forego its role in conducting any testing and providing any test results and instead pay Qwest to conduct testing on its behalf.[126] The charge for this testing was established in the cost docket and is reflected in the MN Cost Docket UNE Elements Description Matrix, Section 9.20.3, which provides:

> Miscellaneous Charges, Additional Labor Other - Optional Testing, per half hour, or fraction thereof. This is a nonrecurring charge applied per half hour: . . . for ***optional*** testing, performed by Qwest on the CLEC's behalf, with CLEC authorization, ***when CLEC chooses not to provide trouble isolation results***, per the CLEC's interconnection agreement. The charge will be the basic rate, unless overtime or premium hours are requested by the CLEC. (Emphasis added.)

When Qwest implemented "optional testing" in CMP, Qwest assured CLECs that it would provide test results to CLEC:

> The CLEC will receive the benefit of this Optional Testing in that the ***test results will be provided to the CLEC*** either verbally or electronically. . . . Once the test is complete, the test ***results will be related back*** to the CLEC. The ***CLEC can then choose*** to amend these test results to its initial request and submit a trouble ticket to Qwest or can then choose to resolve the trouble without Qwest's assistance.[127]

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[124] See, e.g., Arbitrated ICA, §12.4.1.1.
[125] See, e.g., Arbitrated ICA, §12.4.1.1.
[126] See, e.g., Arbitrated ICA, §12.4.1.6: "When CLEC ***elects not to perform trouble isolation*** and CLEC requests Qwest to perform ***optional*** testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A" (emphasis added).
[127] Qwest CMP Response CR #PC100101-5, 12/13/01 (emphasis added). See Attachment F.

Qwest, however, does not provide results consistently, if at all, to CLECs. Qwest nonetheless bills CLECs for optional testing charges. If Qwest proceeds to repair the service without relating back the test results and allowing the CLEC to then choose how to proceed, Qwest may also charge CLEC maintenance of service charges that may not apply if CLEC had been given those results and that choice.

Even assuming Qwest would provide results, because Qwest is testing to "core" tests for insertion loss (1004 Hz) and bridge tap [see section (f) above], Qwest's current tests would not reveal the trouble in Qwest's network when the trouble is either that the circuit works at levels for voice but not data or is caused by bridge tap that Qwest refuses to remove. Given that CLECs are paying for testing, Qwest should be conducting the appropriate tests ***for digital services*** before charging CLECs for testing.

Additionally, Qwest should not be charging for optional testing when CLECs provide test results to Qwest, as described in Row No. 8 of Attachment A. On October 7, 2009, Integra provided two Minnesota examples[128] to Qwest in which Integra provided test results to Qwest and in both cases, by Qwest's own cause-coding, the troubles were ***in the Qwest network*** (*i.e.*, Qwest-caused). In both cases, Qwest nonetheless refused to proceed with the repair unless Integra authorized optional testing (with associated charges). Authorization is not genuine if obtained under such circumstances.

Even though Integra provided test results and the troubles were in the Qwest network/facilities in those examples, Qwest later said it imposed optional testing charges because Qwest unilaterally determined the results were not valid because they were not "metallic":

[128] Qwest ticket OE270597 & Circuit ID 3/LXFU/517831/NW; Qwest ticket OE270973 & Circuit ID: 3/LXFU/544385/NW.

> Qwest responds that, by 'metallic' testing, Qwest is referring to loss at ***1004 Hz*** and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance. . . . If you order a metallic loop from us, then ***we require metallic testing***. If Integra has ordered a loop, but does not provide test results that show it has isolated the trouble to Qwest's network, i.e., metallic tests, then Integra must authorize optional testing, and Integra need not provide any test results. Where Integra has ordered an unbundled loop, and metallic test results isolate trouble to the loop, then Qwest will repair the loop.[129]

Even though Qwest claimed that the problem is the type of test results provided, when Integra has provided metallic test results, Qwest has still imposed optional testing charges. It seems that, no matter what a CLEC does, Qwest can find some reason to insist upon charging. If Qwest insists upon authorization of charges while a CLEC end user customer is experiencing service problems, Qwest holds the leverage, as the CLEC needs Qwest to repair the service.

In addition to the charge issue, if optional testing is required when it should not be, Qwest nonetheless stops the clock for performance measurement purposes,[130] so Qwest does not count the time toward the four-hour repair commitment time in the Performance Indicator Definitions ("PIDs") for service quality measurement purposes.

i. <u>Qwest fails to assign the best available loop, and instead assigns to voice parameters for CLECs.</u>

Many of the problems described above may not occur at all or would be reduced, if Qwest assigned a better loop to begin with. When assigning a loop to be installed/provisioned, however, Qwest uses the same narrow definition of "core standards"[131] that it uses when asked to remove bridge tap upon repair. [See section (h) above.] If, when assigning a loop and installing service, Qwest removed bridge tap that, although meeting core standards, nonetheless interferes with xDSL service, Qwest would not later have to test and repair for that bridge tap upon repair.

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[129] Qwest (attorney Daphne Butler) 10/16/09 communication to Integra (emphasis added).
[130] E.g., in Qwest Ticket OE270973 (Circuit ID: 3/LXFU/544385/NW), 10/6/09, Qwest states: "IN STOP TIME UNTIL TROUBLE ISOLATION WAS DONE BY TECH."
[131] Qwest (Mary Dobesh) 10/29/07 email, Attachment L, p. 008: "Qwest will ***provision*** to meet core standards, i.e. less than 2500 total bridge tap, with no single bridge tap greater than 2,000 feet." See *id.* pp. 003-004.

It would have already removed it in the provisioning process. After all, when a CLEC authorizes conditioning on its order, Qwest should remove bridge tap and other devices that could diminish xDSL capability.[132] Or, better yet, there may have been a loop better suited to the requested service available at the time that would not have required conditioning or as much conditioning, as discussed in Row No. 9 of Attachment A.

Qwest, however, admits that it does not assign the best available facility for the type of xDSL loop ordered by a CLEC [as indicated by the NC/NCI codes on the order, see section (j) below]. Integra provided Qwest with three scenarios involving three loops of varying make ups, the first of which (Loop 1) was the most likely to meet the specifications for HDSL service. Integra asked Qwest whether it would assign Loop 1 (the best available loop). Integra asked the question as follows, and received the following response from Qwest:

> Integra: "a. Because we know that Loop 1 would most likely meet the ANSI T1E1 technical specifications for HDSL, how would Integra/Eschelon request Loop 1 on our LSR? . . . c. Based on the HDSL NCI codes we provide on our LSR would Qwest automatically assign Loop 1 or Loop 2 because they are more likely to meet the HDSL technical specifications?[133]
>
> Qwest: "No, the assignment system would NOT automatically assign Loop 1 or Loop 2 because they are most likely to meet HDSL technical specifications."[134]

Qwest also admits that, even though Qwest says that CLECs have the "responsibility to inspect the character of the facilities, e.g., gauge, length, etc. and determine that the facility is appropriate for their specific application,"[135] CLECs do not have the means to choose/assign the best available loop. Integra asked the question as follows, and received the following response from Qwest:

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[132] 47 C.F.R. §51.319(a)(1)(iii)(A).
[133] Integra (Kim Isaacs) 11/14/07 email, Attachment L, p. 005 (question repeated on p. 003).
[134] Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 003.
[135] CMP 3/18/09 Meeting Minutes (Bob Mohr, Qwest), Attachment D, p. 004.

> Integra: "Qwest's response indicates that the 'CLEC shall determine whether the available loop satisfies their service requirements.' My assumption is that Qwest feels that it is the Integra/Eschelon responsibility to review the available raw loop data at a given address to see if the loop will meet the HDSL technical specifications outlined in ANSI T1E1. If this is the question a few questions arise. . . . "a. Because we know that Loop 1 would most likely meet the ANSI T1E1 technical specifications for HDSL, how would Integra/Eschelon request Loop 1 on our LSR? It has always been my understanding that CLECs can not 'reserve' available loops[136]
>
> Qwest: "Integra/Eschelon cannot specifically request a facility. . . . The CLEC cannot 'reserve' available loops."[137]

Qwest then goes on to explain that, instead of either assigning the best available loop or allowing CLEC to identify and reserve the best available loop, Qwest imposes upon the assignment process its own narrow definition of a qualified loop – *i.e.*, a loop that simply meets one industry standard regarding length (individual bridge tap length or total bridge tap length),[138] regardless of any other factors that may indicate the bridge tap could diminish xDSL capability, such as ***placement*** of the bridge tap [*e.g.*, whether near-end, see section (f) above].

To illustrate the problem, Attachment N to these Comments contains a CLEC order (a Local Service Request or "LSR"), along with Qwest documentation related to the loop Qwest assigned and other loops, which Qwest did not assign.[139] The LSR shows that the CLEC ordered HDSL2 service [which should be apparent from the NC-NCI code, see section (j) below] and requested conditioning (by checking "Y" in the "SCA" field). For the Qwest-assigned loop, the Qwest Raw Loop Data tool shows bridge tap. For the unassigned loops, there are at least two loops for that address which have a better loop make up, as they have no bridge tap. Qwest did not assign the best available loop. Moreover, the Raw Loop Data result for the unassigned loop

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[136] Integra (Kim Isaacs) 11/14/07 email, Attachment L, p. 005 (question repeated on p. 002).
[137] Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 002.
[138] Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 002-003.
[139] This LSR was selected randomly only for purposes of comparing assigned and unassigned loops for the same address. (It is not one of the examples of non-working service.)

says: "This query will not reserve these facilities." This confirms that, although it is possible to identify the best available loop, Qwest will not allow the CLEC to request/reserve it.

Also attached to these Comments, as Attachment O, is documentation from a vendor used by both Qwest and CLECs – AdTran. This documentation illustrates that whether a loop is likely to perform at the needed specifications for a requested service can be estimated relatively easily. AdTran offers a "DSL Assistant" tool, which is described online as follows:

> ADTRAN's DSL Assistant is a design tool intended for Local Exchange Carrier planning and design groups to calculate insertion loss for various digital subscriber line technologies. This application can be used to graphically build and display elements of the DSL loop.
>
> Version 2 features:
>
> - New! Repeaters/Extenders
> - New! HDSL2 loop attenuation calculations
> - New! On-board registration
> - HDSL, HDSL2, ISDN, IDSL & IDSL DDS
> - ANSI and ETSI CSA standard loops for HDSL, HDSL2 and ISDN
> - Total Reach ISDN, 2-Wire Total Reach DDS
> - 4-Wire DDS with secondary and non-secondary channel rate[140]

In Attachment O, the first example is the raw loop data and the associated AdTran DSL Assistant results for the business address for the Minnesota Commission (which has no bridge tap). The second example (the final page of Attachment O) is a different business address randomly selected to show how the AdTran DSL Assistant results appear when bridge tap is present.

A carrier first obtains the loop makeup data for a particular street address (*i.e.*, in this case from the Qwest Raw Loop Data tool). Next, using the DSL Assistant tool, the carrier selects the type of service (*e.g.*, HDSL2) and then enters the raw loop data (*e.g.*, loop length, gauge of copper, *etc.*) for each loop segment for that address, including entering bridge tap where the raw loop data indicates it is present on the loop. Once the carrier hits "submit," the DSL

[140] http://www2.adtran.com/frames/mid_center.html (emphasis omitted).

Assistant tool indicates whether the loop "passes" specifications for the selected service and provides an estimated insertion loss. However, ***because CLECs cannot reserve any particular loop***, CLECs may know that there are suitable loop(s) for the service at a particular address, but CLECs cannot ensure that they receive one of those loops from Qwest. In addition, this tool is fairly manual for CLECs in that they have to pull the Qwest raw loop data and manually enter it into the DSL Assistant tool on a loop-by-loop basis.

Qwest, in contrast, has the raw loop data in its systems and has the capability to automatically apply a formula, or algorithm, to calculate whether a loop is likely to perform at the needed specifications for a requested service. For years, Qwest used just such an algorithm for loop assignment purposes for ADSL compatible loops.[141] This demonstrates that an algorithm is a feasible, readily available tool for Qwest to use to improve its loop assignment process. Moreover, industry use of algorithms is not limited to ADSL. They are used for other xDSL services as well, such as this loop attenuation formula in the ANSI documentation[142] related to HDSL2 and HDSL4:

Qwest participates in the ANSI committee that published this formula,[143] so it is obviously aware of the development and availability of such formulas for xDSL services in addition to ADSL. If Qwest follows industry standards – requiring use of not only the NC code but also the NCI code

[141] Qwest 1/17/07 CMP Meeting minutes, Attachment J, p. 004-0013. See section (d) above.
[142] ANSI T1.418-2002
[143] ANSI T1.418-2002, p. iii (identifying Qwest as an ANSI committee member).

for provisioning purposes [see section (j) below] – the NCI code will tell Qwest which algorithm to apply. Whether Qwest uses an algorithm or some other means to identify the best available loop, improvements are needed to its facilities assignment process so that Qwest is assigning facilities for the particular xDSL service ordered, as discussed in the next section.

j. Qwest ignores industry standards for NCI codes in the facilities assignment process, while blaming NCI codes for repair and spectrum management problems.

i. NCI codes – Loop Assignment/Provisioning

Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite industry[144] and ICA requirements[145] to comply with both the NC code ***and the NCI code***, Qwest chooses to ***provision*** only to the NC code without regard to the NCI code, as described in Attachment A, Row Nos. 10-11. Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL (HDSL, ADSL, *etc.*) the non-loaded loop needs to be capable of carrying. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard for a service,[146] it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow a CLEC to order a service (*e.g.*, HDSL2) in the manner the service is defined as indicated by the full NC/NCI industry standard codes, then Qwest's processes are out of compliance and need to be brought into compliance. CLECs need

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[144] The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Even though Qwest has testified regarding the importance of complying with industry standards (see Attachment I), Qwest does not fully comply with these standards. For example, Qwest does not offer the HDSL2 code (02QB9.00E), forcing CLECs to use the HDSL code (02QB9.00H) for HDSL2. This is true even though the definition of HDSL2 has been in the SGAT since at least 2003 and in Qwest's own ICA negotiations template since at least 2005 (see template Version 1.8, 5/11/2005). For both see Section 4.0 ("Definitions"), under "Digital Subscriber Loop."

[145] See, e.g., Arbitrated ICA, §9.2.2.1.1.

[146] Regarding ***196 kHz***, see section (e) above.

certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest needs to provide the particular service requested by CLEC.

To view this technical issue in another context may help in understanding the problem:

> Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

In this analogy, if an NCI code were used, the NCI code would tell the pizza place that the pizza should have no onions, just as in telecommunications the NCI code tells the ILEC which flavor of xDSL (e.g., HDSL2, ADSL, *etc.*) the CLEC requests. Despite this intended use of NCI codes, however, Qwest said in CMP: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the . . . Technical Publication."[147] This statement is just another way of saying that Qwest does not provision to the full NC/NCI codes but instead only takes the "NC" code into account, so regardless of the NCI code used Qwest assigns the same loop (as discussed above). Although Qwest attributes this position to ("as stated in") Qwest's technical publication, Qwest misquotes its own publication. Qwest's technical publication 77384 states on page 3-6 in Section 3.4.3 that the NCI codes are "informative to Qwest" and adds that the "customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit."[148] Once informed of the customer's specifications, Qwest must take

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[147] Qwest CMP Denial, 3/13/09, Attachment C(15), p. 062.

[148] The NCI codes "communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" because – unlike with a DS1 Capable Loop when Qwest provides the equipment on each end – for xDSL capable loops, CLECs provide that equipment at the customer premises and in the central office. Therefore, CLECs use the NCI code to communicate this information to Qwest.

them into account. Specifically, Qwest's publication states on page 3-6 in Section 3.6 (with emphasis added) that an NCI code "tells a Qwest engineer and the circuit design system, of ***specific technical, customer requirements*** at a Network Interface." As required by federal law, state law, the Arbitrated ICA, and industry standards, Qwest cannot ignore these wholesale customer requirements and must comply with them. In other words, Qwest must provide the service in the manner requested by CLEC.

Integra submitted a change request in CMP to, among other things, gain Qwest compliance with proper use of the NCI codes, but Qwest denied both the change request and the later CMP escalation (which several other CLECs joined).[149] Joint CLECs escalate this issue to the Commission and ask the Commission to resolve this dispute and reverse Qwest's CMP denial.

ii. NCI codes – Repair/Spectrum Management

Although Qwest has basically disregarded the NC/NCI codes for loop assignment purposes, Qwest increasingly has taken the position that there should be strict compliance with the NC/NCI codes in repair situations – to the point that it asks a CLEC to re-order service for a long-installed customer before submitting a trouble report. Qwest says it is now paying attention to the codes in the repair phase "to manage spectrum."[150] Generally, spectrum management is a means to coordinate the joint use of the electromagnetic spectrum for advanced services, so as to enable systems to perform their functions without causing or suffering unacceptable interference. There are terms regarding managing spectrum in the Arbitrated ICA[151] and the federal rules,[152] and Qwest should comply with them.

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[149] See Attachment D (CMP materials related to this change request, escalation, and Qwest's denials). See also Attachment K (Summary of Key Events).
[150] CMP Meeting minutes, 2/17/08 (Jamal Boudhaouia, Qwest), Attachment D, p. 017.
[151] Arbitrated ICA §9.2.6.

In CMP, Integra asked Qwest how Qwest obtains the NC/NCI information to manage spectrum.[153] Qwest responded that it "is driven by the service order and that is how they get assigned to the cable."[154] Qwest said that, "going forward," Qwest would look at the NC/NCI codes and the total technical parameters within the NC/NCI codes.[155] Integra asked, when Qwest assigns an HDSL loop up-front using its facilities assignment system (LFACS), whether the NC/NCI codes going forward will be tied to the circuit so that Qwest may manage spectrum to avoid interference.[156] Qwest replied that, when a new Universal Service Ordering Code (USOC) is put in place, the system "will drive the correct NCI codes."[157] Qwest had proposed adding a readily available USOC for HDSL as a solution to the flaws in its facilities assignment process[158] and at one point indicated the USOC would be implemented in a systems release in mid-April 2009.[159] Qwest then attempted to use implementation of the USOC as leverage to obtain agreement to CLECs paying higher charges (by requiring CLECs to forego their right to basic loop installations at Commission-approved rates in the case of every xDSL installation[160]). When the parties could not agree to a resolution on the other issue, Qwest refused to proceed with implementing the USOC as part of the NC-NCI change request. Integra then submitted a separate, narrowly focused change request in CMP to ask Qwest to implement the USOC, without bogging down the USOC implementation with other issues. Qwest denied both change

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[152] See 47 C.F.R. §§51.230, 51.231 & 51.232.
[153] CMP Meeting minutes, 2/17/08, Attachment D, p. 017.
[154] CMP Meeting minutes, 2/17/08 (Jamal Boudhaouia, Qwest), Attachment D, p. 017.
[155] CMP Meeting minutes, 2/17/08 (Jamal Boudhaouia, Qwest), Attachment D, p. 017. Qwest's statement that it would do this "going forward" is an indirect admission that it has not done it to date.
[156] CMP Meeting minutes, 2/17/08, Attachment D, p. 017.
[157] CMP Meeting minutes, 2/17/08 (Jamal Boudhaouia, Qwest), Attachment D, p. 017.
[158] "Qwest found an existing USOC (U2UXX) that is defined today as a HDSL Unbundled Loop. The USOC is not used for any other application and LFACS can assign a Qual Code to validate availability of a facility that meets the HDSL guidelines." CMP Meeting Minutes, 11/12/08 (Bob Mohr, Qwest), Attachment D, p. 020.
[159] CMP Meeting minutes, 2/17/08 (Bob Mohr, Qwest), Attachment D, p. 012.
[160] Integra CMP Comments, 2/4/09, Attachment C(5), pp. 025-032; Escalation No. 45 (joined by other CLECs), Attachment C(19), pp. 13, 16-17. See also Attachment D (as these documents are part of the CR Detail), pp. 007-012, 037-038, 040-041.

requests, and both CLEC escalations of both change requests in CMP.[161] Joint CLECs escalate this issue to the Commission and ask the Commission to resolve this dispute and reverse Qwest's CMP denials. If Qwest were to promptly implement the readily available USOC for HDSL, improvements in assignment of better loops up-front could help reduce or avoid problems in the repair and spectrum management stages. And, valuable learning could be gained as to whether USOC implementation would be a potential solution for loop assignment for other types of xDSL as well.

Even assuming a USOC were implemented or the loop assignment process were improved via other means, those are "going forward" solutions. To date, Qwest has not been taking the NCI codes on the orders into account during the facilities assignment process [as discussed in the previous section III(A)(2)(j)(i)]. Therefore, a situation can arise today when, for valid historical reasons, the NC/NCI code on the order is not the appropriate order for the desired service. Now, however, Qwest is saying it will nonetheless look at that code to manage spectrum. If interference occurs, and a historical NC/NCI code is on the order, Qwest may claim that the CLEC has placed a service on the loop for which the loop was not intended and attempt to have the service disconnected (or refuse to restore it if it needs a repair), even though Qwest's historical treatment of NC/NCI codes in the provisioning phase created the problem.

Regarding the embedded base of customers (customers already in service which may not have the appropriate industry standard NCI/NCI codes on their orders at the time they were submitted), Qwest has caused confusion and misdirection by treating the NCI codes as informational only and has erected operational barriers by misinforming CLECs as to ordering processes (such as telling PAETEC to order ADSL with HDSL NC/NCI codes and use of

[161] See Attachment E (CMP materials related to this change request, escalation, and Qwest's denials). See also Attachment K (Summary of Key Events).

remarks) and rejecting orders (such as rejecting "LX-R" orders as not being in the ICA when ADSL is in the ICA[162]). CLECs should not bear the burden of correcting Qwest's mistakes in this regard. Qwest's proposed "solution" – for CLECs to order new service for already installed customers simply to change the codes – is no solution at all. It introduces a delay (associated with the installation interval before Qwest will submit a trouble ticket) and exposes end user customers to the risk of additional service disruption. An end user customer that is already having trouble with its xDSL service should not have to wait several days before a trouble ticket can be opened, only to have its service disrupted when the new circuit is installed or put on hold altogether because Qwest says no new facility is available (as in some of the PAETEC examples). Qwest needs to bear the burden with respect to NC/NCI codes in the embedded base, given that Qwest has refused to properly abide by the NCI codes for loop assignment purposes to date. When an existing customer needs a repair due to interfering bridge tap (*e.g.*, after a Qwest network change), for example, Qwest may issue an internal service order to direct its repair personnel to remove bridge tap. Qwest could update codes in the records at that time, per direction from the CLEC in the trouble report.

To summarize, the xDSL capable copper loop issues addressed in sections IIIA(2)(a)-(j) of these Comments are important issues, not only for CLECs but also for end user customers in Minnesota. A particular threat to business certainty and therefore to competition is Qwest's position that it has no obligation to restore a customer's previously working xDSL service. When taken together, these issues create a serious, customer-affecting, and anticompetitive situation. Joint CLECs ask the Commission to help remedy these problems.

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[162] See Feb. 5, 2009 email (Qwest system rejection notice states: "you are not contracted for lxr-").

B. Network Maintenance and Modernization[163] or Other Changes in UNEs Provisioned to CLECs.

Even if Qwest provides a conditioned loop (initially or after multiple requests) in the loop assignment process [see Section III(A)(2)(i)&(j) above], Qwest may later make changes that adversely affect service to a CLEC's end user customer. For example, CLECs have experienced situations in which Qwest-initiated network changes have disrupted the HDSL2 or other xDSL service the CLEC provides to its customers.[164] As a result, CLECs have had to open trouble tickets to restore service. Upon opening trouble tickets with Qwest for repair of these circuits, Qwest has said that Qwest will test and repair to voice grade parameters, which means that the end user customer's HDSL2 service will no longer work (*i.e.*, will be permanently disrupted). This result is contrary to section 47 C.F.R. §51.319(a)(1)(iii)(C), which prohibits ILECs from restricting their testing to voice grade service, as discussed in Section III(A)(2)(b) & (e) above.

The FCC's unbundling rule provides, in part: "An incumbent LEC shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that *disrupts or degrades access* to the local loop."[165] In adopting this rule, the FCC was not content to simply refer to industry standard; rather the focus of the rule is on the end that such standards are intended to advance – access to the local loop. As a practical matter, if a network maintenance or modernization activity results in a change that causes a CLEC customer to be dissatisfied with the service, then that is a change that would be of concern. As the Washington Commission has observed: "While Qwest should have the discretion to modernize

[163] See Arbitrated ICA §9.1.9; Qwest-Eschelon Arbitration Issue No. 9-33, Attachment G.
[164] See, e.g., example provided by Integra in it CMP CR, Attachment D, p. 001.
[165] 47 C.F.R. § 51.319(a)(8) (emphasis added).

and maintain its own network, it should be apparent that 'modernization' and 'maintenance' efforts should enhance or maintain, not diminish, transmission quality."[166]

Eschelon (*i.e.*, a party to the arbitration) is experiencing this problem, even though Eschelon prevailed on the issue of restoring service, including data service, after Qwest network maintenance and modernization activity in the Minnesota Qwest-Eschelon ICA arbitration (Issue No. 9-33).[167]

Velocity has had similar experiences, involving ADSL, as discussed in its earlier comments.[168]

PAETEC has also had a similar experience with Qwest, which involves ADSL and SDSL capable loops.[169] PAETEC was providing ADSL and SDSL service to end users over many circuits for several years. During that time, PAETEC ordered the circuits used to provide xDSL services using the ordering process specified by Qwest for lines that were to be used to provide xDSL services.[170] In late 2007, PAETEC customers started experiencing repair issues. Many customers that had working ADSL or SDSL service with no issues for several years began experiencing degraded service and, in some instances, total interruption of service. After PAETEC's investigation into the issue, it concluded the problem arose because Qwest had unilaterally modified its network configuration by binding loops together in groups (binder groups) when deploying Remote DSLAMS.[171] Binding different xDSL services together, including ADSL with SDSL, will degrade and/or interrupt the services. Apparently, Qwest had

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[166] WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), ¶83. See Attachment G.
[167] Arbitrator's Report, *In the Matter of the Petition of Eschelon Telecom, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. §252(b)*, MPUC Docket No. P-5340, 421/IC-06-768 ("Minnesota Arbitration"), at ¶¶ 140-142 (Issue 9-33), adopted by the MPUC in its Order Resolving Arbitration Issues (March 30, 2007). Integra has since opted in to the Eschelon ICA.
[168] See Velocity's Reply Comments in the initial KTF docket (7/20/09), p. 1 (first four examples).
[169] See Attachment R, Summary of Key Events
[170] See Attachment P, Business Analysis and Quality Assurance (Confidential).
[171] See Attachment Q, Communications Regarding ADSL & SDSL Troubles, page 1, 4th entry.

ignored spectrum management and bound all loops with the NC code "LX-N" together without regard to the varying types of services, some with ADSL or SDSL, provided over the newly bound circuits. Qwest neither provided notice that it was making changes to its network, nor indicated that changes would impair services provided by Qwest to the CLEC to serve end user customers. Even after months of inquiry, testing, investigation, and discussion between PAETEC and Qwest, Qwest was unwilling to acknowledge responsibility for the issue.[172] Instead, Qwest proclaimed that the newly bound circuits met its voice grade standard, which Qwest said was the only service it was obligated to provide.[173]

After Qwest's delay for more than one and a half years, when PAETEC raised this issue in a Change Management Process ("CMP") meeting during a discussion of Integra's NC-NCI CR, Qwest finally agreed to address the issue.[174] However, after several more months of discussion, Qwest provided notice, via the CMP, that "*...Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.*"[175] Qwest then noted that this occurrence is due to the existence of a Remote DSL Terminal...," as PAETEC had determined and told Qwest more than a year before.[176]

The manner in which PAETEC initially ordered the circuit, which reflects the process and NC-NCI codes Qwest told PAETEC to use, resulted in the provision of a working circuit suitable for ADSL and SDSL for a period of years. Qwest is now telling PAETEC the "solution" to resolve the issue is for PAETEC to submit a new order for installed customers -- which would introduce risk of service disruption, cause delay during the installation interval, and subject

[172] See Attachment Q.
[173] See Attachment Q.
[174] See Attachment D, p. 018.
[175] See Attachment J, p. 015.
[176] See Attachment J, p.015.

PAETEC to applicable non-recurring charges -- to change the NC-NCI codes for all the existing ADSL and SDSL customers. Yet, Qwest will not even commit to ensuring that, if PAETEC submits a new order, Qwest will 1) assign and provision a circuit that works for ADSL and SDSL; 2) retain the existing facilities and repair the service by removing it from the binder group; and 3) provide the same protections as afforded by the earlier product.

By ignoring its spectrum management obligations and indiscriminately binding circuits carrying diverse xDSL services into the same binder groups when deploying Remote DSLAMs, Qwest knowingly has reconfigured its network in a manner that impairs PAETEC's ability to provide services contemplated by its ICA,[177] state law, the Act and the FCC's rules and regulations. As alleged by KTF and confirmed here by Joint CLECs, Qwest unlawfully makes unilateral changes that adversely affect CLECs and their customers.

C. Advance Notice of Changes in Facilities/Maintenance Activity.[178]

Unannounced or insufficiently noticed Qwest maintenance activity can cause serious service- and resource-affecting problems. As this is a well known fact, the need for advance notice of maintenance activity was recognized early. The Minnesota Statement of Generally Available Terms ("SGAT") has included the following provision since 2003:

> 12.3.10.2 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible to CLEC of pending maintenance activity. Qwest shall provide notice of potentially CLEC Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

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[177] See Attachment R. US WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc. Interconnection Agreement for Minnesota, Part A, Scope of Agreement, § C:

> USWC shall not reconfigure, reengineer or otherwise redeploy its network in a manner which would impair McLeod's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's Rules and Regulations. USWC agrees that all obligations undertaken pursuant to this Agreement, including, without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

[178] See Arbitrated ICA §§9.1.9, 12.4.3.11.1.

Substantially the same language appears in Section 12.4.3.11.1 of the Arbitrated ICA, which was approved more recently by the Commission and which has been adopted or used in negotiations by other CLECs. (*See, e.g.*, in Minnesota, the approved ICAs of Integra, NorthStar Access, LLC, Otter Tail Telecom, LLC, Popp.com, and TDSM – Attachment H.) In fact, the above language appears in Section 12.3.10.2 of Qwest's own negotiations proposal (which Qwest refers to as its negotiations "template").[179]

Nonetheless, Qwest has not worked cooperatively with CLECs to develop processes to provide as much notice as possible to CLECs of pending maintenance activity. For example, in 2004, Eschelon attempted to work with Qwest to implement notification of maintenance activity. In March of 2004, Qwest's service manager indicated that Qwest was in the pre-stage of reviewing, developing, and implementing a pre-notification process for Qwest planned events, such as maintenance. At that time, Qwest said it had a tentative target date of the fourth quarter of 2004. Qwest then indicated that it placed this initiative on hold for IT resources. In March of 2008, Qwest indicated that it would not proceed with the process and since then has not changed its position. Qwest does not provide as much notice as possible to CLECs of pending maintenance activity.

D. Marketing Activity and Disparaging Remarks.[180]

In its role as a wholesale provider to CLECs, Qwest performs activities, such as installing and repairing unbundled loops on a CLEC's behalf. If Qwest makes an error in the course of these activities that impacts a CLEC's end user customer, that customer may attribute fault to the

[179] Qwest Template negotiations agreement, available at http://www.qwest.com/wholesale/downloads/2008/081230/Negotiation_Template_12_29_08.doc.

[180] See Arbitrated ICA §§ 5.16.3, 12.1.5.3, 12.1.5.4.7, 12.1.5.8. Regarding Customer Proprietary Network Information (CPNI), marketing activities, and customer retention/winbacks, see 47.U.S.C. § 222(b); Bright House decision (FCC 08-159 Bright House Networks LLC v. Verizon California Inc.); Order on Reconsideration and Petitions for Forbearance, FCC 99-223, CC Docket No. 96-149; Adopted August 16, 1999; Released September 3, 1999 (CPNI); Second Report and Order and Further Notice of Proposed Rulemaking, 13 FCC Rcd. 8061, FCC 98-27, CC Docket No. 96-115, Adopted Feb. 19, 1998; Released Feb. 26, 1998 (CPNI I).

CLEC, rather than Qwest. Indeed, this may occur because the customer does not fully understand the wholesale relationship between its provider (CLEC) and Qwest. Or, Qwest may even tell the end user customer that the error was caused by the CLEC despite the fact that Qwest caused the service impacting error.[181] Qwest may blame the CLEC in an attempt to win the customer away from the CLEC. The Commission has recognized that Qwest's unique role as both a vendor and a competitor of CLECs gives it unique opportunities for such conduct:

> As a provider of monopoly and bottleneck wholesale services, as well as the best-known provider of retail services, Qwest has unparalleled opportunities to manipulate the wholesale service transfer process to its benefit. For this reason, ensuring that calls from other carriers' customers are immediately referred to them and preventing misleading characterizations of other carriers' conduct are critical to providing adequate wholesale service.[182]

Integra has reported multiple separate instances of this nature to Qwest's service management team, some of which are described in Attachment S. Recently, Popp.com experienced a situation in which Qwest reduced the internet bandwidth available to Popp.com's end user customers by installing fiber. The customer reported to Popp.com that a Qwest representative told the customer that Qwest could not correct the bandwidth decrease and that the customer should, therefore, consider a Qwest fiber connection. In other words, Qwest created a problem for a Popp.com end-user customer by a unilateral network change and then inappropriately sought to take marketing advantage of that problem through direct contract with the customer on a repair call to address the problem. In addition, as described in Attachment U, Popp.com has experienced at least two other situations in which Qwest inappropriately used proprietary information as part of marketing to a Popp.com end-user customers.

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[181] This happened in a previous Minnesota case. See orders dated 7/31/03 and 11/12/03 in the docket entitled *In The Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures*, Minnesota PUC Docket P-421/C-03-616 ("MN 616 Orders") (and citations to the law therein).
[182] MN 616 Order, July 30, 2003, p. 7.

Another example of a Qwest attempt to engage in inappropriate marketing activity occurred with respect to its efforts to implement a process allowing the current local service provider to cancel a pending number port request initiated by the new local service provider. Meeting minutes from Qwest's CMP state as follows:

> Mark Coyne-Qwest said that when we get the responses to comments we will get with our SMEs and legal team. He said that it is a marketing opportunity (3/27/09 Comments to minutes received from Integra and PAETEC to delete the words in CAPS in this paragraph) FOR THE COMPANY WHO IS THE OLSP. Mark said that the volumes may not be large but it is a marketing opportunity.[183]

Although after objection from multiple CLECs and involvement of the North American Numbering Council ("NANC"), Qwest did not implement its change. Qwest said that it was merely deferring the change and not withdrawing it.

The Commission has previously found that its authority, including its authority to regulate service quality, extends to resolving these issues:

> The Commission's general authority to require telephone companies to provide adequate service on just reasonable and reasonable terms is codified at Minn. Stat. § 237.081. That statute authorizes the Commission to conduct an investigation whenever it believes, or whenever any provider of telephone service alleges, that any "practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service is in any respect unreasonable, insufficient, or unjustly discriminatory, or that any service is inadequate or cannot be obtained."[184]

The Commission further observed:

> Providing adequate wholesale service includes taking responsibility when the wholesale provider's actions harm customers who could reasonably conclude that a competing carrier was at fault. Without this kind of accountability and transparency, retail competition cannot thrive. Telecommunications is an

[183] Qwest Wholesale Products & Services, http://www.qwest.com/wholesale/cmp/cr/CR_PC012009-1.html. The parenthetical in the quotation refers to corrections to the CMP minutes made by Integra and PAETEC, per the CMP procedures which provide that Qwest drafts the initial minutes and CLECs then comment on them. In this case, both Integra and PAETEC indicated that Qwest had added a statement to the CMP minutes that was not said at the CMP meeting.
[184] MN 616 Order, July 30, 2003, p. 5.

> essential service, and few customers will transfer their service to a competitive carrier whose service quality appears to be inferior to the incumbent's.[185]

Qwest has engaged in marketing its retail services when it should be acting on CLEC's behalf as it performs UNE installations and repairs (for which CLEC compensates Qwest). The number of total reported instances of this type of conduct by Qwest likely under-estimates the true extent of the problem, because CLECs will generally only know when it occurs if their customers tell them. If the end user customer does not inform the CLEC, the CLEC may never know why the customer switched carriers, when in fact it may have resulted from a Qwest technician making disparaging comments about the CLEC's service or improperly marketing Qwest's own retail services.

E. <u>Other Discrimination</u>.

Qwest acts in a dual role as CLECs' wholesale provider of bottleneck facilities and CLECs' largest competitor in retail markets. If a CLEC's end user customer is harmed, the CLEC's reputation and its ability to compete meaningfully are harmed as well. As indicated in the previous section, the Commission has recognized that Qwest's unique role as both a vendor and a competitor of CLECs gives it unique opportunities for such conduct.[186] In some cases, no suitable facilities are available to serve a customer. In those situations, Qwest sends a notice to the CLEC indicating that, due to a "lack of facilities," the order will be delayed until facilities are available (or ultimately rejected if none become available). To be nondiscriminatory, if there are no facilities for a CLEC to serve the customer, there should be no facilities for Qwest retail to similarly serve the customer. When Qwest delays installation of a CLEC's request due to lack of facilities, and then Qwest retail delivers service to that customer itself, discrimination occurs.

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[185] *Id.*, p. 13.

[186] See *In The Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures*, Minnesota PUC Docket P-421/C-03-616 ("MN 616 Order"), 7/30/03, p. 7 (quoted above).

The facility that Qwest retail used to serve the customer should have been used to process the CLEC's request. The CLEC and competition suffer as a result of such conduct. Because Qwest has control over provisioning the CLEC's request, Qwest can delay the service in an attempt to win the customer away from the CLEC. That is exactly what happened in the example described here.

Attachment T to these Comments is a chronology of events relating to a request Integra sent to Qwest to install service for Integra's customer. The end user customer was moving from one location to another. Integra submitted the request for four unbundled loops on July 23, 2009 and requested a due date of August 20, 2009. Integra allowed Qwest ample time (almost a month) to process the request and locate facilities to fulfill the request. Qwest initially sent Integra a Qwest facility jeopardy notice (indicating the due date was in jeopardy of being missed) the day after Integra submitted the order. Qwest sent a new firm order confirmation (FOC) the next business day (July 28, 2009), which cleared the Qwest facility jeopardy and confirmed the due date Integra had requested (August 20, 2009). Qwest had the remaining several weeks to fix any defective pairs that Qwest had assigned to the service or assign pairs that worked.[187] Nonetheless, on the day Qwest had said it would deliver the loops (*i.e.*, the due date), Qwest sent Integra a Qwest facility jeopardy notice for one of the loops but contacted Integra and said it could not deliver any of the loops. Qwest did not deliver the loops, and Integra could not provide service to its customer.

Over the next several days, Qwest sent Integra multiple Qwest facility jeopardy notices on some or all of the loops. Integra spoke with its customer on August 27, 2009, and the customer said it was unhappy that its request for service was delayed. The customer said it had

[187] Qwest later said in a response to an Integra request for root cause that the reason Qwest did not deliver the service was because of defective pairs. See Attachment T.

talked with Qwest retail, and Qwest said it could install its service on August 28, 2009. While Integra's request remained on hold because Qwest said no facilities were available (defective pairs), Qwest delivered its own retail service to the customer on August 28, 2009.[188] Integra's customer called Integra on August 31, 2009 and said Qwest had successfully installed service for the customer and the customer was leaving Integra and changing its service to Qwest. Integra's customer also asked Integra to cancel the order it had placed with Qwest because it was preventing Integra's customer from porting the numbers from Integra to Qwest. Integra processed the customer's request to cancel the order with Qwest.

As a result of the events surrounding Integra's request for loops, Integra's business unit was left wondering how this could happen. On September 2, 2009, Integra asked Qwest to perform root cause. Integra asked Qwest to explain Qwest retail could provide service to the customer and why the same facilities could not have been used to fill Integra's order – which Integra had placed almost a month before Qwest retail placed its order. Integra told Qwest that it had checked the tool in Qwest's Interconnect Mediated Access (IMA) Pre-Order/Service Availability/Convert POTS to Unbundled function available in IMA, and determined that the facility Qwest used to provide service to its customer could have been used for Integra's request.[189]

On September 28, 2009, Qwest responded to Integra's request for root cause and said:

> Qwest investigated this issue. There were two different types of technicians with different skill levels that worked the two different types of orders. While they worked them a little differently (because of their skill levels) they did not do anything improper. It was

[188] See Attachment T. Integra based the date of the Qwest retail service installation on comments the customer made to Integra. Even if the date the customer contacted Qwest and the installation date are off by a day or two, the fact is that Qwest was able to process the request, find facilities to install its own service, and clear any defective pairs in a matter of no more than a few short days.

[189] There are some cases when a facility will support one service but not another. In this case Integra confirmed the facility Qwest used to provide the retail service could have been used for the loops Integra ordered.

> coincidental that the one got worked before the other because of all of the defective pair issues.

Qwest's response suggests that Qwest's order also had defective pairs. Qwest, however, sent a technician with a greater skill level to install the Qwest retail service than it did to install Integra's service. Integra compensates Qwest, via Commission-approved rates, for installation and maintenance and repair. Integra receives no discount for less skilled technicians, and it is not acceptable to assign technicians with inferior skills for CLEC installations and repairs.

If it is the case that the Qwest technician encountered defective pairs when it installed the Qwest retail service, that technician had the means or skill level to either fix the defective pairs or find new pairs that worked, on the due date. Even if the Qwest technician that installed Integra's service did not have that skill level, Qwest had a full week from the due date of Integra's order to the date Qwest installed the retail service to dispatch a technician with a higher skill level. It is discriminatory for Qwest to assign technicians with a higher skill level to its own orders (technicians that can clear a defective pair the day of installation), and assign technicians with inferior skills (technicians that cannot clear a defective pair or find a new pair for over two weeks) to CLECs orders.[190] Qwest had ample time to assign appropriate technicians and repair any defective pairs. Instead, Qwest converted its own inferior wholesale installation and repair performance into an inappropriate winback for Qwest retail. This violates state, federal, and contractual anti-discrimination provisions.

IV. CONCLUSION

For all of the reasons stated, the Commission should investigate Qwest's compliance with the Commission's previous orders, state law, and federal law, including whether Qwest's noncompliance is knowing, intentional, and/or willful in violation of Minnesota Statutes

[190] Qwest placed a Qwest facility jeopardy on Integra's request for defective pairs on 8/20/09 and was still on hold for defective pairs when Integra canceled the request on 9/4/09.

Chapter 237. The Commission should require Qwest to comply with state and federal law regarding xDSL-capable copper loops and reverse Qwest's denial of Integra's change requests in CMP; require Qwest to make changes affecting UNEs with the least service disruption and, if service is disrupted, to restore service to previously working or other mutually agreeable levels; require Qwest to provide adequate notice of changes in facilities and maintenance activity; prohibit Qwest from inappropriately marketing its retail service, including via disparaging remarks about its competitors, as part of its wholesale activities, including UNE installation or repair; refer the matter to the Attorney General for penalties as appropriate under Minn. Stat. 237.461; and award such other and further relief as the Commission deems just and proper.

Dated: November 24, 2009

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BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-2

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

LEGAL AUTHORITY COMPARED TO QWEST POSITION: xDSL-CAPABLE COPPER LOOPS[1]

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
A	**QWEST REFUSING DIGITAL LEVEL SIGNALS VIA CONDITIONED COPPER LOOPS**	
1	The loop definition includes "two-wire and four-wire loops that are conditioned ***to transmit*** the ***digital*** signals needed to provide services such as ISDN, ADSL, ***HDSL***, and ***DS1-level signals***." First Report and Order ¶380 (1996); see also UNE Remand Order ¶166 (1999); TRO ¶ 249 (2003). The "following network elements must be unbundled: (1) loops – "including high-capacity lines, ***xDSL-capable*** loops. . . ." TRO ¶23. Where high-capacity lines are not available, "in some cases, competitive LECs might be able to serve customers' needs by combining other elements ***that remain available as UNEs***. . . . competitive LECs can use the following type of ***copper loops to provide DS1 service*** to customers: (1) 2-wire or 4-wire High Bit Rate Digital Subscriber Line (HDSL) Compatible Loops; (2) Asymmetrical Digital Subscriber Line Compatible Loops; (3) 2-wire Unbundled Copper Loops-Designed; or (4) Unbundled Copper Loop Non-Designed." TRRO note 454 to ¶163 (citing BellSouth comments).	"The Qwest Tech Pub 77384 and the Unbundled Loop 2 and 4 Wire Non-Loaded PCAT both indicate CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***." Qwest, Regional Vice President ("RVP") Ken Beck, 6/5/08 email, Attachment C(3), p. 016. *Note:* Qwest's email statement (above) was made in June of 2008, after Qwest grandparented its retail ADSL product in March of 2007 and unilaterally made ADSL Capable Loops unavailable to CLECs if not already in a CLEC's ICA (per Qwest's interpretation of the ICA). *See* Row No. 4. In such cases, per Qwest's email, the only remaining way of achieving a DS1-level signal is a DS1 capable loop (*i.e.*, a "high-capacity line"), which is a fully leased service that is higher priced than a conditioned copper loop (xDSL). Qwest said ADSL service, even if available per an ICA, may be degraded or may not work at all. *See* Row No. 4.

[1] All emphasis is added in quotations, unless otherwise noted.

[2] Qwest's position does not vary by state (with some exception for certain situations in Oregon that per Qwest relate to Special Copper Loop ICA language). As indicated by Qwest (see Row No. 1), for example, many of these terms are contained in Qwest's Technical Publication ("Tech Pub") or its online Product Catalog ("PCAT"), which apply across Qwest's 14-state territory, including Minnesota.

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
B	**QWEST RESTRICTING TESTING TO VOICE TRANSMISSION (e.g., 1004 Hz)**	
2	"Insofar as it is technically feasible, the incumbent LEC ***shall test and report troubles*** for all the features, functions and capabilities of conditioned copper lines and ***may not restrict its testing to voice transmission only***." 47 C.F.R. §51.319(a)(1)(iii)(C). *Note - Examples*:[3] Voice[4] Insertion Loss = ≤ 0 to -8.5 dB at ***1004 Hz*** ISDN (xDSL-I) Insertion Loss = ≤ 40 dB at 40 kHz HDSL Insertion Loss = ≤ 28 dB at ***196 kHz*** HDSL2 Insertion Loss = ≤ 28 dB at ***196 kHz*** HDSL4 Insertion Loss = ≤ 31 dB at ***196 kHz*** See also Minn. Stat. §§ 237.121, 237.06, 237.60, subd. 3, 237.09 and 237.081, subd. 4.	"Qwest relayed that today there is no requirement to perform HDSL tests. He said Qwest tests for load coils only." Qwest Change Management Process ("CMP") 11/12/08 Adhoc Meeting Minutes (Jamal Boudhaouia-Qwest), Attachment D, p. 022. "If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination [which per Qwest's tech pub is HDSL compatible], Qwest . . . ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. The insertion loss of this product will generally be ***within the range of 0.0 dB to 8.5 dB*** . . ." Qwest, RVP Ken Beck, 6/5/08 email, Attachment C(3), p. 016 "If the physical loop is outside the CSA guidelines but still falls within the ANSI standard for the 2 Wire Non-Loaded Loop (0 to -8.5 dB Loss) the HDSL may not work." Qwest, RVP Ken Beck, 6/20/08 email, Attachment C(3), p. 018

[3] See, *e.g.*, vendor documentation for Adtran (a vendor used by Qwest as well as CLECs), which states: "The practice of using insertion loss (***at 196 kHz***) for loop qualification has continued throughout recent history for 2B1Q ***HDSL***. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

[4] See, e.g., vendor documentation from Cisco, which verifies that ***1004 Hz*** is a ***voice*** transmission level: "The frequencies that are used in testing usually fall within the voice frequency band. Commonly used pure (sine wave) test tones are 404 Hz, 1004 Hz, and 2804 Hz. . . . A measurement of 1004 Hz is near the voice-band frequencies that carry much of voice power, 404 Hz is near the low end of the spectrum, and 2804 Hz is in the range of higher-frequency components of the voice spectrum that are important to the intelligibility of speech." http://www.cisco.com/en/US/tech/tk1077/technologies_tech_note09186a00800a70bf.shtml#topic2; Qwest's Tech Pub, §4.3.3, states: "Insertion Loss at 1004 Hz of an Unbundled ***Voice***band Channel will generally be within the range of 0.0 dB to 8.5 dB." http://www.qwest.com/techpub/77384/77384.pdf ; Qwest's PCAT states: "Performance testing available on 2-Wire or 4-Wire Analog (***Voice Grade***) Loops includes . . . Insertion Loss at 1004 Hertz (Hz)." http://www.qwest.com/wholesale/pcat/unloop24wireanalogvoice.html

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
		"***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request . . . a DS1 capable loop***." Qwest, RVP Ken Beck, 6/5/08 email, Attachment C(3), p. 016
C	**QWEST REFUSING DIGITAL SIGNALS FOR TWO-WIRE LOOPS**	
3	The loop definition includes "***two-wire*** and four-wire loops that are conditioned to transmit the ***digital*** signals needed to provide services such as ISDN, ADSL, ***HDSL, and DS1-level signals***." First Report and Order ¶380 (1996); see also UNE Remand Order ¶166 (1999); TRO ¶ 249 (2003). Section 3.20 of the Qwest-Integra ICAs in AZ, CO, ID, IA, and NM, have contained the following language since 2000: "'HDSL' or 'High-Bit Rate Digital Subscriber Line' means a ***two-wire*** or four-wire transmission technology which typically transmits ***a DS1-level signal (or, higher level signals with certain technologies)***. . . ."	"I believe our PCAT's are quite clear that you need to order a ***4 wire loop*** to be HDSL2 qualified. . . ." Qwest, RVP Ken Beck, 5/28/08 email, Attachment C(3), p. 013 "I believe we have said this before, so just restating as team has put it previously. I still boil it down to ***optional for us*** unless you order ***4 wire*** loop." Qwest, RVP Ken Beck, 6/05/08 email, Attachment C(3), p. 016. "According to the Unbundled 2 and 4 Wire Non-Loaded Product Catalog: . . . Characteristics associated with Unbundled Non-Loaded Loops are in accordance with the following end-user interfaces: 1. 2-wire digital interfaces support Digital Subscriber Line (DSL) 2. ***4-wire*** digital interfaces support Digital Data Services (DDS) or ***High-Bit-Rate Digital Subscriber Line (HDSL)***." Qwest (Mary Dobesh)1/21/08 responses, Attachment L, p. 003.
D	**QWEST DENYING ACCESS TO ADSL CAPABLE LOOPS BASED ON ALLEGED GRANDPARENTING OF ADSL**	
4	Regardless of how the FCC classified wireline broadband Internet access service in the FCC's Broadband Order, CLECs are still "able to purchase UNEs, ***including UNE loops to provide stand-alone DSL telecommunications service***, pursuant to section 251(c)(3) of the Act." Broadband Order, ¶126. ILECs "must provide access, on an unbundled basis, to xDSL-capable stand-alone copper loops because	See "Grandfathering ADSL Compatible UBL," Qwest CMP CR #PC1211106-1 (completed 3/21/07): "This change is being made consistent with Qwest's implementation of FCC Report and Order and NPPR, FCC 05-150 Adopted: 8/5/05 Released: 9/23/05 [the Broadband Order]." Attachment J, p. 001; see *id.* p. 004. Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	competitive LECs are impaired without such loops." TRO ¶642. The xDSL capable loop unbundling obligation includes services "such as ISDN, ***ADSL***, HDSL, and DS1-level signals." First Report & Order, ¶380; see also TRO ¶643 See also Minn. Stat. §§ 237.011, 237.121, 237.06, 237.60, subd. 3, 237.09 and 237.081, subd. 4.	Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service* ***may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS.03.13.09.F.06150.LoopQualCLEC JobAid_V25, emphasis added.) "Qwest was looking into the issue related to grandfathering of the product ADSL and possibly un-grandparenting the ADSL capable loop product." CMP Adhoc Meeting Minutes, 11/12/08 (Qwest – Bob Mohr), Attachment D, p. 021. [But, Qwest did *not* un-grandparent it.]
E	**QWEST REFUSING TO REPAIR/RESTORE SERVICE TO DATA/DIGITAL LEVELS, LEAVING CUSTOMER ADVERSELY IMPACTED**	
5	"Insofar as it is technically feasible, the incumbent LEC ***shall test and report troubles*** for all the features, functions and capabilities of conditioned copper lines . . . ." 47 C.F.R. §51.319(a)(1)(iii)(C). Before several state commissions (including Minnesota), a CLEC (Eschelon) proposed network maintenance and modernization ICA language, because it needed "assurance that . . . ***minor changes*** to transmission parameters will not interfere with service to end user customers."[5] All the state commissions that have ruled on the issue rejected Qwest's	". . . turning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has ***no obligation to repair*** it to the standard that HDSL will continue to work." Qwest attorney Daphne Butler 4/1/09 letter, Attachment C(23), p. 107. "Section (E)3.2.11 of the ELI Arizona ICA says that Qwest's modernization efforts may 'result in ***minor changes*** in transmission parameters.'" Qwest attorney Daphne Butler 4/1/09 letter, Attachment C(23), p. 107, quoting language from another CLEC's ICA. (ELI, a CLEC, is an affiliate of Integra.)

[5] MN Arbitrators' Report, MPUC Docket No. P-5340, 421/IC-06-768, ¶137 (Arbitration Issue Number 9-33) (aff'd by MPUC). In the case of Minnesota, the arbitrators adopted language recommended by the Department of Commerce (the "Department") that the arbitrators found provided Eschelon with the assurance it needed, but with more clarity. See *id.* See next footnote and Attachment G.

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	proposal, finding that Qwest has an obligation to restore transmission quality, including to data levels.[6] The Washington Commission said: "While Qwest should have the discretion to modernize and maintain its own network, it should be apparent that 'modernization' and 'maintenance' efforts should enhance or maintain, not diminish, transmission quality."[7] Arbitrated ICA[8]: "9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or ***data***, Qwest will assist the CLEC in determining the source and will take the necessary corrective action ***to restore the transmission quality*** to an acceptable level if it was caused by the network changes." See also Minn. Stat. §§ 237.011,237.121,237.06, 237.60, subd. 3, 237.09 and 237.081, subd. 4.	"Qwest would like to point out that in some cases, if the cable loop length and transmission parameters would fit the CSA Guidelines for T1 or DS1 capable parameters as defined in the Technical Report No. 28, the CLEC may be able to use their HDSL2 equipment and the service performs as an HDSL2 loop. However, if Qwest rearranges facilities in the field, we will only maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop. This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past ***that no longer works today***, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." Qwest, RVP Ken Beck, 6/5/08 email, Attachment C(3), p. 016. *Note*: Qwest's June 5, 2008 email and April 1, 2009 letter were sent more than a year after the Minnesota Commission's arbitration decision in March of 2007 (approving the arbitrators' decision as to Issue 9-33), and more than two months after the Eschelon ICA was approved by the Commission on March 12, 2008.

[6] AZ Opinion and Order, ACC No. T-03406A-06-0572, Decision No. 70356, pp. 39-40; MN Arbitrator's Report, MPUC Docket No. P-5340, 421/IC-06-768, paragraphs 140 and 142; OR Order No. 08-365, OPUC ARB 775, App. A, p. 39; UT Report and Order, UT PSC No. 07-2263-03, pp. 41-42; WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83 (all adopting ICA language regarding degradation in the transmission quality of voice ***or data***). See Attachment G.

[7] WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83. See Attachment G.

[8] "Arbitrated ICA" is used in this matrix to refer to the Qwest-Eschelon ICAs in MN, OR, UT & WA (and AZ & CO, once effective), as well as the Qwest-Integra ICA in MN. Other CLECs have opted in, or may opt in, to the Arbitrated ICA. See Attachment H. Although referred to as the "arbitrated" ICA, many of the issues relate to language that was agreed upon (closed) without arbitration (*e.g.*, Section 9.2.2.1.1).

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
F	QWEST REFUSING TO REMOVE CERTAIN DEVICES, INCLUDING BRIDGE TAP	
6	Line conditioning is defined as "the removal from a copper loop of ***any*** device that could diminish the capability of the loop to deliver xDSL. Such devices include ***bridge taps***, load coils, low pass filters, and range extenders." 47 C.F.R. §51.319(a)(1)(iii)(A). Loops must be "stripped of accretive devices." TRO ¶643.[9] "We find that loop conditioning . . . in fact enables a requesting carrier to use the basic loop. Because competitors cannot access the loop with all its native 'features, functions, and capabilities' unless it has been stripped of accreted devices, we conclude that loop conditioning falls within the definition of the loop network element." UNE Remand Order, ¶173. ILECs "are required to condition loops so as to allow requesting carriers to offer advanced services. The terms 'conditioned,' 'clean copper,' 'xDSL-capable' and 'basic' loops all describe copper loops from which bridge taps, low-pass filters, range extenders, and similar devices have been removed. Incumbent LECs add these services to the basic copper loop to gain architectural flexibility and improve voice transmission capability. Such devices, however, diminish the loop's capacity to deliver advanced services, and thus preclude the requesting carrier from	During the 11/19/08 CMP Meeting, Integra asked Qwest if it removes near and far end bridge tap. Qwest said it did not know but would respond. During the 12/17/08 CMP Meeting, per the Qwest Meeting Minutes: "Qwest said that conditioning on the bridge tap and load coil will be performed when we detect excessive bridge tap and have as we do today and the we will get authorization to remove it. Kim Isaacs-Integra asked if it would be done on the near and far end on the bridge tap and interference bridge tap too. Jamal Boudhaouia-Qwest said that far and near is part of the CSA Guidelines and is very clear." "Loop 2 – No load coils and 1000 feet of BT – No conditioning required, because 1000 feet of BT is within ANSI standards for an Unbundled 2 Wire Non-Loaded Loop." Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 003. "According to ANSI standards, excessive is the same as interfering BT. Excessive or interfering BT for the Unbundled 2 Wire Non-Loaded Loop, according to ANSI standards, and the TR028 Document, would be no single BT greater than 2000 feet and total BT of 2500 or less." Qwest (Mary Dobesh)1/21/08 responses, Attachment L, p. 002. ***Note***: Though Qwest refers to ANSI standards, the ANSI standards simply set forth the lengths for bridge tap (BT); they do not equate the standard to being excessive or interfering in terms of whether they should be removed per 47 C.F.R. 51.319(a)(1)(iii)(A):

[9] The Merriam-Webster Online Dictionary defines "accretive" as the process of growth or enlargement by a gradual buildup as increase by external addition or accumulation (as by adhesion of external parts or particles). http://www.merriam-webster.com/dictionary/accretive

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	gaining full use of the loop's capabilities. Loop conditioning requires the incumbent LEC ***to remove these devices, paring down the loop to its basic form***." UNE Remand Order, ¶¶172-173, cited in FCC's TRO, note 1925.	Section 3.1(3) of the CSA guidelines states: "Total bridged tap length may not exceed 2.5 kilofeet (kft). No single bridge tap may exceed 2.0 kft." (ANSI Technical Report 28.) In other words, Qwest's policy is to ***not*** remove near-end or far-end bridge tap (or any other bridge tap), even when it interferes with service, if the bridge tap does not exceed 2.0 kft. and the total bridge tap does not exceed 2.5 kft. "Qwest does not offer a product or service in which a CLEC can request the removal of all bridge tap on a new circuit or an existing circuit. Therefore, Qwest employees should not be recommending that a CLEC place an order to remove bridge tap on an existing circuit. The Qwest employees have been retrained on the correct process." Qwest (Mary Dobesh) 1/21/08 responses, Attachment L, p. 004. Qwest's PCAT also indicates that Qwest will not remove a device called "stub cable," even if it is interfering with service. See http://www.qwest.com/wholesale/pcat/unloop.html In contrast, ***for itself***, "typically Qwest looks for overlooked bridge tap or load coil and removes those if found." CMP 12/17/08 Meeting Minutes (Qwest – Jamal Boudhaouia)., Attachment D. p. 016. "The core tests Qwest performs are the same for both analog and digital signals. The primary difference is checking for loads and bridge tap for the non-loaded loops, i.e., LX-N. ***Qwest will provision to meet core standards, i.e. less than 2500 total bridge***

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		tap, with no single bridge tap greater than 2,000 feet. If your end-user equipment requires a different facility, with less bridge tap, then ***you may need to order a different product.***" Qwest (Mary Dobesh)1/21/08 responses, Attachment L, p. 008. *See* Row Nos. 1-2 above re. Qwest forcing CLECs to order the more expensive, fully leased DS1 capable loop "product."
G	**QWEST CHARGING CLEC FOR REPAIR, EVEN THOUGH THE TROUBLE IS IN QWEST NETWORK (E.G., DUE TO BRIDGE TAP)**	
7	Arbitrated ICA, §9.2.5.1: " . . .For Unbundled Loops, each Party shall be responsible for the costs of performing trouble isolation ***on its facilities***, subject to Sections 9.2.5.2 and 9.2.5.3." Arbitrated ICA, §9.2.5.2: "When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service ***Charge will apply when Qwest dispatches a technician <u>and</u> the trouble is found to be on the End User Customer's side*** of the Loop Demarcation Point. If the trouble is on the End User Customer's side of the Loop Demarcation Point, and CLEC authorizes Qwest to repair the trouble on CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charges and Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20. ***No charges shall apply if CLEC provides Qwest with test results indicating trouble in Qwest's network and Qwest confirms that such trouble is in Qwest's network.*** In the event that Qwest reports no trouble found in its network on a trouble ticket and it is ***subsequently determined that the reported trouble is in Qwest's network, then Qwest will waive or refund*** to	Even though there is bridge tap that could diminish xDSL capability on a loop (see Row No. 6 above), the trouble ticket "is closed to CPE by Qwest, because the loop meets ANSI standards for the LX-N product." Qwest (Mary Dobesh) email, 10/29/07 See previous Row No. 5 above re. Qwest's position that it meets the standard even though bridge tap not removed. Qwest's closing trouble tickets to Customer Premise Equipment ("CPE") or No Trouble Found ("NTF") (*i.e.*, to CLEC-caused reasons) results in Qwest charging CLECs maintenance and repair charges, even though the trouble (*i.e.*, the bridge tap) is in Qwest's network, and the customer's DSL service is not restored.

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8." Arbitrated ICA, §9.2.5.3: "When CLEC elects not to perform trouble isolation and Qwest dispatches to perform tests on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply ***if the trouble is not in Qwest's facilities***. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A." Arbitrated ICA, §12.4.1.5: "When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge, if any, will apply ***when Qwest dispatches a technician <u>and</u> the trouble is found to be on the End User Customer's side*** of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the Maintenance of Service Charge, if any. Rates shall be "based on cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element	

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	(whichever is applicable), and nondiscriminatory, and may include a reasonable profit." 47 U.S.C. §252(d)(1); see also Minn. Stat. §§ 237.06, 237.09, 237.60, subd. 3, 237.081, subd. 4, 237.082 & 237.12, subd. 4.	
H	**QWEST REFUSING TO PROCEED WITH REPAIR, UNLESS CLEC AUTHORIZES CHARGES FOR TESTING THAT IS SUPPOSED TO BE OPTIONAL**	
8	Arbitrated ICA, §9.2.5.3: "When CLEC elects not to perform trouble isolation and Qwest ***dispatches to perform tests*** on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply ***if the trouble is not in Qwest's facilities***. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A." Arbitrated ICA, §12.4.1.6: "When CLEC ***elects not to perform trouble isolation*** and CLEC requests Qwest to perform ***optional*** testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing Qwest dispatches a technician ***at CLEC request***, a Maintenance of Service Charge shall apply ***if the trouble is not in Qwest's facilities***, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply." MN Cost Docket UNE Elements Description Matrix:	Even when Integra provides test results and the troubles are in the Qwest network/facilities, Qwest said it imposes optional testing charges if it deems the results are not valid because they are not "metallic": "Qwest responds that, by 'metallic' testing, Qwest is referring to loss at 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance. . . . If you order a metallic loop from us, then we require metallic testing. If Integra has ordered a loop, but does not provide test results that show it has isolated the trouble to Qwest's network, i.e., metallic tests, then Integra must authorize optional testing, and Integra need not provide any test results. Where Integra has ordered an unbundled loop, and metallic test results isolate trouble to the loop, then Qwest will repair the loop." (Qwest attorney Daphne Butler 10/16/09 email.) *Note*: "repair the loop" does not include removal of certain bridge tap. See Row No. F. Even though Qwest claims that the problem is the type of test results provided, when Integra has provided metallic test results, Qwest has still indicated an intent to impose optional testing charges. "The CLEC will receive the benefit of this Optional Testing in that

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	§9.20.3: "Miscellaneous Charges, Additional Labor Other - Optional Testing, per half hour, or fraction thereof. This is a nonrecurring charge applied per half hour: . . . for ***optional*** testing, performed by Qwest on the CLEC's behalf, with CLEC authorization, ***when CLEC chooses not to provide trouble isolation results***, per the CLEC's interconnection agreement. The charge will be the basic rate, unless overtime or premium hours are requested by the CLEC." Rates shall be "based on cost (determined without reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), and nondiscriminatory, and may include a reasonable profit." 47 U.S.C. §252(d)(1); see also Minn. Stat. §§ 237.09, 237.60, subd. 3, 237.081, subd. 4, 237.082 & 237.12, subd. 4.	the test results will be provided to the CLEC either verbally or electronically. . . . Once the test is complete, the test results will be related back to the CLEC. The CLEC can then choose to amend these test results to its initial request and submit a trouble ticket to Qwest or can then choose to resolve the trouble without Qwest's assistance." Qwest CMP Response CR #PC100101-5, 12/13/01. Although Qwest assured CLECs that it would provide test results to CLEC, Qwest does not provide results to CLECs, at least not consistently. Qwest nonetheless bills CLEC for optional testing charges. Even assuming Qwest would provide results, since Qwest is testing to "core" tests for insertion loss (Row No. 5) and bridge tap (Row Nos. 6-7), Qwest's current tests would not reveal the trouble in Qwest's network when the trouble is either that the circuit works at levels for voice but not data or is caused by bridge tap that Qwest refuses to remove.
I	**QWEST NOT ASSIGNING THE BEST AVAILABLE LOOP – ASSIGNING TO VOICE PARAMETERS FOR CLECs**	
9	Qwest's ICA template[10] and the Arbitrated ICA, §9.2.2.1.1 provide: "Use of the word 'capable' to describe Loops in § 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface*** codes, as contained in the relevant technical publications ***and industry standards***."	"Based on the HDSL NCI codes we provide on our LSR would Qwest automatically assign Loop 1 or Loop 2 because they are more likely to meet the HDSL technical specifications? No, the assignment system would NOT automatically assign Loop 1 or Loop 2 because they are most likely to meet HDSL technical specifications." Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 003. "The CLEC cannot 'reserve' available loops. . . .Even though Qwest highly recommends that the CLEC use the Loop

[10] Qwest's negotiations template reflects its stated position. To the extent that CLECs have the template terms in their ICAs, they reflect contractual obligations.

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
		Qualification tools, e.g., Raw Loop Data Tool (RLDT) and Facility Check, it is noted on page 14 of the Loop Qualification and Raw Loop CLEC Job Aid, that 'A response to a Facility Loop or Loop Qualification query does not reserve facilities nor does it guarantee that they will be available at the time a request for service is processed by the Service Center Representative." Qwest (Mary Dobesh) 1/21/08 email, Attachment L, p. 002.
	Qwest's ICA template and the Arbitrated ICA, §9.2.2.3, provide: Qwest "will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***." The "following network elements must be unbundled: (1) loops – "including high-capacity lines, ***xDSL-capable*** loops. . . ." TRO ¶23. See also Minn. Stat. §§ 237.06 and 237.09.	Qwest is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available *for the type of loop ordered* by Qwest retail: "The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center."; "Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines." See, e.g., CMP Minutes from 12/17/08 CMP meeting (Jamal Boudhaouia-Qwest). http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html "Qwest retail does not use a manual process." See CMP Minutes from 1/21/09 CMP Meeting (Jamal Boudhaouia-Qwest), Attachment D, p. 015.

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
J.	**QWEST IGNORING INDUSTRY STANDARD FOR NCI CODES IN ASSIGNMENT PROCESS, WHILE BLAMING NC/NCI CODES FOR REPAIR AND SPECTRUM MANAGEMENT PROBLEMS**	
10	*LOOP ASSIGNMENT/PROVISIONING* The Qwest template, SGATs and Arbitrated ICA require Qwest to comply with the full "NC/NCI codes" (See, e.g., §§ 9.2.2.1.1-9.2.2.1.2.) They do not use the term "NC" without "NCI," nor do they say that Qwest may comply with the NC code while ignoring the NCI code or treating it as informational: Qwest's ICA template and the Arbitrated ICA, §9.2.2.1.1, provide: "Use of the word 'capable' to describe Loops in § 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface*** codes, as contained in the relevant technical publications ***and industry standards***." The Qwest template and the Arbitrated ICA, §9.2.6.6, state: "***When ordering*** xDSL Loops, CLEC will provide Qwest with appropriate information ***using NC/NCI codes*** to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. . . .".	*LOOP ASSIGNMENT/PROVISIONING* "For Unbundled Loop LX-N Network Channel (NC) codes, the ***NCI codes are informational only***, as stated in the above mentioned Technical Publication and do not affect transport designs or performance." See Qwest 3/13/09 CMP CR Response #PC082808-1IGX. "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders. The Network Channel Interface (NCI) codes for the Unbundled Loop LX-N and LXR- products are informative to Qwest. . . . . For Unbundled Loops, ***the NCI codes do not affect transport designs or performance***." Qwest, RVP Ken Beck, 6/05/08 email, Attachment C(3), p. 015. See also Attachment L, p. 002, Qwest (Mary Dobesh)1/21/08 responses, Attachment L, p. 001, citing Qwest Technical Publication 77384, Chapter 3, Section 3.4.3 and Section 3.8.3.
11	*REPAIR/SPECTRUM MANAGEMENT* See Arbitrated ICA Section 9.2.6 ("Spectrum Management"), including: Arbitrated ICA §9.2.6.1: "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN	*REPAIR/SPECTRUM MANAGEMENT* "Jamal [Qwest] said that we ***test and manage to current NCI codes***." CMP Meeting Minutes 11/19/08, Attachment D, p.018. PAETEC/McLeod discussed in CMP that it experienced significant customer-affecting problems at the repair stage from using codes

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "***xDSL Loops***") in a non-discriminatory manner to permit CLEC ***to provide Advanced Services to its End User Customers***. Such Loops are defined herein and are ***in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417***." Arbitrated ICA §9.2.6.8: "Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, ***Qwest shall not disconnect Carrier services to resolve a spectral interference dispute***, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement." Arbitrated ICA §9.2.6.9: "A CLEC that has deployed any Central Office based xDSL service that meets the requirements set forth in Sections 9.2.6.2 or 9.2.6.3 shall be entitled ***to require Qwest to take appropriate measures to mitigate the demonstrable adverse effects on such service that arise from Qwest's use of repeaters or remotely deployed DSL service in that area***." See 47 C.F.R. §51.230 ("Presumption of applicability for	that Qwest had told them to use at the provisioning stage. Qwest then took the position that PAETEC/McLeod must place orders to ***disconnect customers*** and re-install them simply to change the code. See, *e.g.*, CMP Meeting Minutes 11/19/08, Attachment D, p.018. See also Integra Oregon example discussed in Row No. 4 above. "Jamal Boudhaouia-Qwest said that you could qualify a loop for HDSL and that the NC code determines the type of loop being requested. Kim Isaacs-Integra said that in reality you order HDSL or ADSL using LX-N and the appropriate NC/NCI codes. Kim said that pre-qual, in the past, has delivered a loop that does not support the functionality. She said that when a bridge tap issue is identified, Qwest says they only need to provide to voice grade standards and still does not understand why NC/NCI codes are informational only. ***Jamal Boudhaouia-Qwest said that the NCI codes are used for spectrum management purposes within copper*** (3/27/09 Comments to minutes received from Integra) ***but not for provisioning or testing.*** The language in the ICAs and the negotiation template provides the reasons for the CLECs to provide Qwest with the correct NC/NCI code combinations." CMP 3/18/09 Meeting Minutes, Attachment D, p. 005. "Jamal Boudhaouia-Qwest said that is correct from a process perspective. He said that in these offices the process we are introducing with this CR would be across the board. Bonnie Johnson-Integra asked when Qwest includes new technology or service is the criteria included in the binder group. ***Jamal Boudhaouia-Qwest assuming that Qwest knows the NC/NCI codes in the binder group are running each pair is assigned the correct codes in the cable. He said that he tried to make manage spectrum management process – DS1 on it if the separate CO***

#	LEGAL/CONTRACTUAL OBLIGATION	QWEST'S STATED POSITION OR PRACTICE[2]
	deployment of an advanced services loop technology") See 47 C.F.R. §51.231 ("Provision of information on advanced services deployment") See 47 C.F.R. §51.232 ("Binder group management")	***based HDSL and ADSL interfere with the CO based – interference will appear after a certain amount of time and that is how the spectrum if we know the codes in binder group. Kim Isaacs-Integra asked how Qwest gets the NC/NCI information to manage spectrum etc. Jamal Boudhaouia-Qwest said that it is driven by the service order and that is how they get assigned to the cable.*** Kim Isaacs-Integra said that (12/30/08 Comments to minutes received from Integra) service modifier LFXU is for 2 Wire Analog and Non Loaded Loops and they all carry the same service modifier code and asked how Qwest could manage spectrum correctly/interference on the loop. ***Jamal Boudhaouia-Qwest said that (12/30/08 Comments to minutes received from Integra) historically the NC/NCI codes were not loaded. He said that when we have a UBL the NC/NCI codes need to be correct on the loop and that is what we are trying to do going forward in order to manage spectrum..*** Kim Isaacs-Integra asked how Qwest determines the NC/NCI codes on LXFU. Jamal Boudhaouia-Qwest said that if we have LXFU would be able to manage with NC/NCI codes and we are looking at the total technical parameters with the NCI/SECNCI going forward." CMP 2/17/08 Meeting Minutes, Attachment D, p. 017 *Note*: Although Qwest in February of 2008 indicated it may try to do this "going forward" (*i.e.*, an admission it has not been doing it), Qwest later also denied Integra's Change Request and Integra's CMP escalation of Qwest's denial to remedy the situation going forward.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-3

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

integra TELECOM

OVERVIEW:

xDSL CAPABLE COPPER LOOPS

RESPONSIVE. RELIABLE. LOCAL.

DEFINITION OF UNBUNDLED LOOP OBLIGATION

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DEFINITION OF UNBUNDLED LOOP OBLIGATION

- Federal Definition: "The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path." [From the Code of Federal Regulations ("CFR")[1] at 47 C.F.R. Section 51.319 (a)].

- Conditioned Loops: The unbundled local loop includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." This includes services "such as ISDN, ADSL, HDSL, and DS1-level signals."[From FCC's Triennial Review Order ("TRO"), paragraph 643; FCC's First Report & Order, paragraph 380.]

- Impairment: The "following network elements must be unbundled: (1) loops – "including high-capacity lines, *xDSL-capable* loops. . . ." CLECs are "impaired" without access to xDSL-capable copper loops. [FCC's TRO, paragraphs 23 & 642.]

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[1] The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government (*e.g.*, the FCC). Under the Administrative Procedure Act, the agencies are permitted to promulgate detailed rules and regulations through a public "rulemaking" process where the public is allowed to comment, known as public information. After a period of time, the rules and regulations are usually published in the Federal Register. For example, the federal Telecommunications Act says that the FCC shall complete all actions necessary to establish regulations to implement the Act. The FCC takes public comments, issues orders (such as the First Report and Order, the UNE Remand Order, and the Triennial Review Order) that describe new or amended regulations, and those regulations are set out in the CFR.

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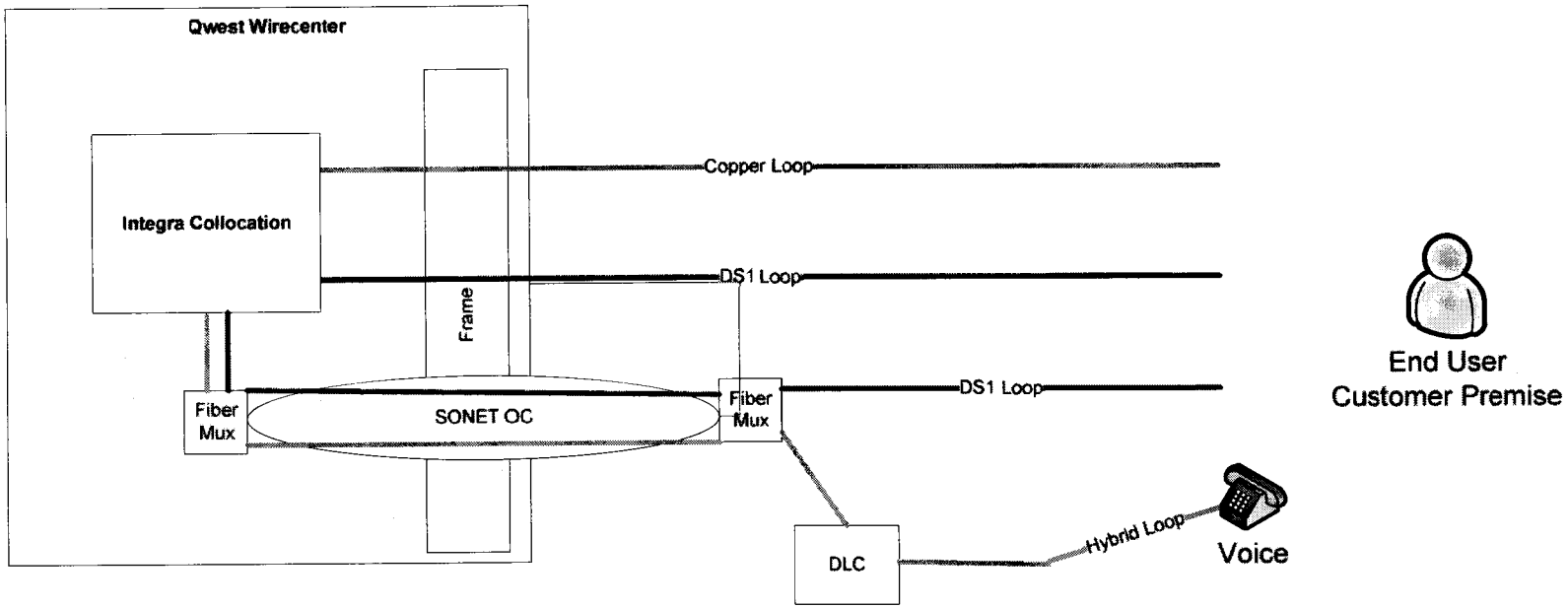
Unbundled Loop

Unbundled Loop



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DEFINITION OF LINE CONDITIONING OBLIGATION

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DEFINITION OF LINE CONDITIONING OBLIGATION

- **Line conditioning is defined as "the removal from a copper loop of *any* device that could diminish the capability of the loop to deliver xDSL. Such devices include bridge taps, load coils, low pass filters, and range extenders."** [From CFR - 47 C.F.R. Section 51.319(a)(1)(iii)(A).]

- **The FCC requires ILECs to "condition" loops:**
  - "for the provision of digital subscriber line (xDSL) services" [FCC's TRO, page 14.]
  - "to enable the requesting carrier to offer advanced services" [FCC's TRO, paragraph 7.]

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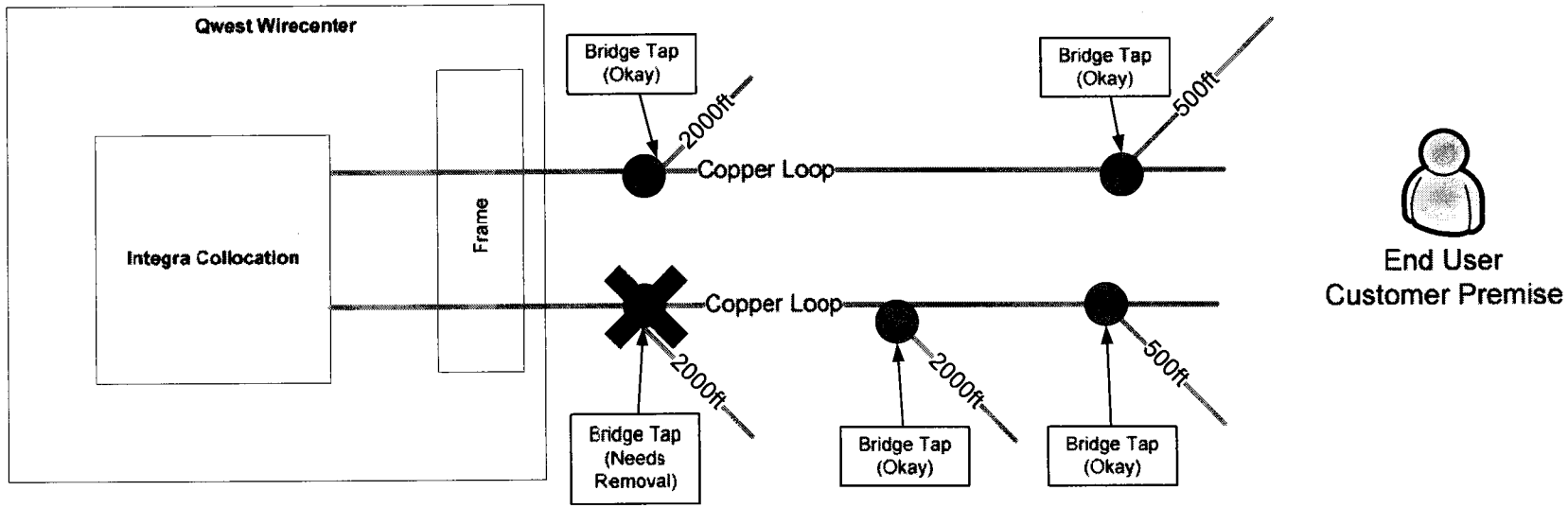
Qwest's View of Line Conditioning

QWEST'S VIEW OF LINE CONDITIONING



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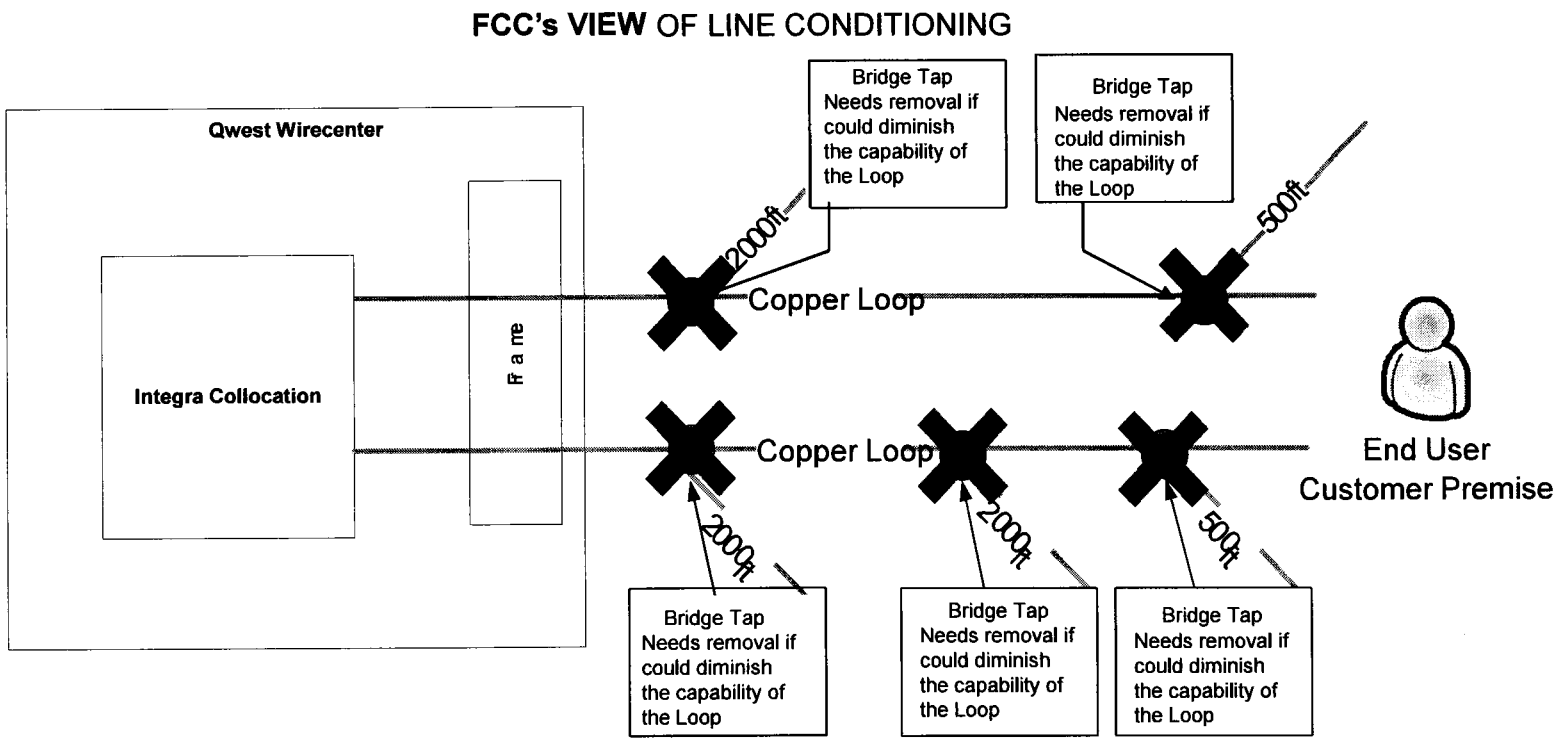
FCC's View of Line Conditioning



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TESTING AND REPAIR OBLIGATION

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TESTING AND REPAIR OBLIGATION

- "Insofar as it is technically feasible, the incumbent LEC ***shall test and report troubles*** for all the features, functions and capabilities of conditioned copper lines . . . ." [Code of Federal Regulations - 47 C.F.R. Section 51.319(a)(1)(iii)(C).]

- "Insofar as it is technically feasible, the incumbent LEC . . . ***may not restrict its testing to voice transmission only***." [CFR - 47 C.F.R. Section 51.319(a)(1)(iii)(C).]

- Qwest has an obligation to restore transmission quality, including to data levels.[1] The Washington Commission said: "While Qwest should have the discretion to modernize and maintain its own network, it should be apparent that 'modernization' and 'maintenance' efforts should enhance or maintain, not diminish, transmission quality."[2]

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[1] See State Commission Decisions: AZ Opinion and Order, ACC No. T-03406A-06-0572, Decision No. 70356, pp. 39-40; MN Arbitrator's Report, MPUC Docket No. P-5340, 421/IC-06-768, paragraphs 140 and 142; OR Order No. 08-365, OPUC ARB 775, App. A, p. 39; UT Report and Order, UT PSC No. 07-2263-03, pp. 41-42; WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83 (all adopting ICA language regarding degradation in the transmission quality of voice *or data*).

[2] WA Arbitrators' Report, WUTC UT-063061, Order No. 16 (aff'd), paragraph 83.

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TESTING AND REPAIR

FCC AND CLEC VIEW	QWEST VIEW
TEST AND REPAIR APPROPRIATE FOR THE SERVICE ORDERED (at Commission-approved rates)	**LIMIT TESTING AND REPAIR TO VOICE (unless CLEC Orders a More Expensive DS1 Capable Loop)**
Voice Grade Insertion Loss = ≤ 0 to -8.5 dB at ***1004 Hz*** *Examples* for ***xDSL-capable loops***: ISDN (xDSL-I) Insertion Loss = ≤ 40 dB at 40 kHz HDSL2 Insertion Loss = ≤ 28 dB at ***196 kHz**** HDSL4 Insertion Loss = £ 31 dB at ***196 kHz*** *Range of 20 kHz to 500 kHz (see next slide)	Non Loaded Loop - Qwest will test the circuit at ***1004 Hz*** (including for the LX-N 04QB9.00H NC/NCI codes, which per Qwest is HDSL). DS1 Capable Loop - If CLEC wishes to receive a signal that is tested at ***196 kHz***, it needs to request a ***DS1 capable loop***. It is optional for Qwest unless CLEC orders 4 wire loop. *See* Qwest 4/1/09 letter and 6/5/08 email.
Qwest has an obligation to test and report trouble and, when the trouble is in Qwest's network (including, for example, when the Qwest network contains interfering bridge tap), Qwest has an ***obligation to restore service to xDSL working levels***.	Non Loaded Loop – Once provisioned, if a CLEC has been able to place xDSL on the loop, Qwest has ***no obligation to restore*** it so that the xDSL service will continue to work. Qwest considers this a "minor" change in transmission parameters, though the xDSL service is adversely affected. DS1 Capable Loop only - Qwest has an obligation to restore it so that the xDSL service will continue to work. *See* Qwest 4/1/09 letter and 6/5/08 email
Assign, design, provision, test and repair unbundled loops to the requirements requested by CLEC, including NCI/SECNCI Code ***industry standards***. Qwest's choice to grandparent its retail ADSL finished service does not relieve Qwest of its obligation to provide ADSL capable loops. The FCC has said that CLECs are impaired without access to xDSL-capable loops (which includes ADSL). LX-R should be available.	The Network Channel Interface (NCI) codes for the Unbundled Loop LX-N and LX-R products are informational only. For Unbundled Loops, the NCI codes do not affect transport designs or performance. (See CMP 3/13/09 CR Response #PC082808-1IGX and 6/5/08 email.) However, Qwest is not allowing some use of the LX-R NC code (which per Qwest's tech pub is appropriate for ADSL compatible loops), and Qwest appears to be strictly enforcing use of particular NCI codes for repairs even though it said they are informational only. (See 10/08 emails regarding Oregon and Washington escalations.)

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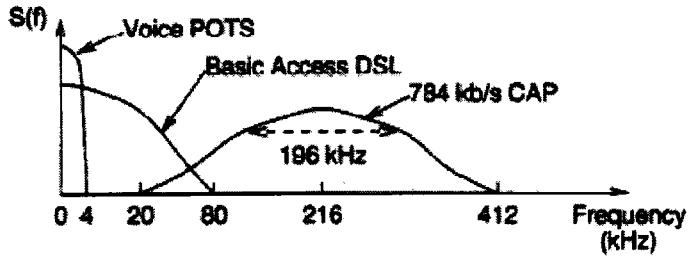
EXAMPLE: HDSL2 TEST PARAMETERS AND LEVELS



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

Source: From Figure 6 on p. 37 (PDF p. 44) of ANSI T1E1, Technical Report Number 28 (cited in Qwest's technical publication).

Range (20 kHz to 500 kHz range): ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements." The ANSI Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range.

Adtran vendor documentation: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)."

See http://www.adtran.com/adtranpx/[illegible]/0/K45854GQ1KJ4D4FIH6AG6PN92[illegible]61221HDSLL1-10C.pdf

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RESPONSIVE. RELIABLE. LOCAL.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-4

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

www.integratelecom.com

April 9, 2009

VIA OVERNIGHT DELIVERY & E-mail

Warren Mickens
Vice President
Qwest Corporation
1801 California
Denver, CO 80202

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Reply to Qwest's 4/1/09 response to Integra's other written ICA notice letters, dated 3/6/09, 3/12/09, and 3/20/09; Ongoing request for business solution and more specific response to legal/ICA/industry standard issues; ICA written notice

Dear Mr. Mickens and Qwest Director of Interconnection:

Since 2007, Integra and its affiliated entities ("Integra") have raised HDSL/xDSL issues with various organizations within Qwest. Qwest service management suggested we bring the issues to CMP. In CMP, however, we recently received a response from Qwest that said: "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." At some point, someone within Qwest needs to take responsibility for this issue and provide specific responses to the very specific issues we have identified. I am escalating these issues to you and asking you to assist with resolution of this dispute. This letter serves as an additional effort by Integra to obtain more specific information about issues we have raised and to attempt to learn who at Qwest has ownership of this issue. I also respond to Qwest's April 1, 2009 letter regarding these issues.

I have enclosed as attachments many of the key documents that have been exchanged with Qwest since 2007 to attempt to obtain a resolution of this dispute. We repeat our request that Qwest provide a satisfactory resolution of this matter.

In its April 1, 2009 letter, Qwest combines the issues of nondiscrimination and breach of contract. We address Qwest's discrimination argument in the attachments to this letter. It appears that the companies are at an impasse on that issue (though Qwest has not provided all of the requested information or responded regarding the quoted information in Qwest's RPD). We also address Qwest's other arguments (which are

identical to those provided by Qwest in CMP) in the attachments to this letter. The last paragraph of Qwest's letter is particularly concerning, as it appears to violate arbitration orders in the dockets listed below, in addition to breaching the ICAs. To ensure there was not a misunderstanding within Qwest, Integra asked Qwest to review its position with the Qwest attorneys involved in those arbitrations and to revise its letter. Having provided no revised letter, Qwest appears to be intentionally maintaining its position.

Regarding interconnection agreement ("ICA") provisions, Qwest's contractual obligations are independent obligations that Qwest must address, in addition to discrimination. To the extent that Qwest addresses the ICA language at all, Qwest disregards the definitions in the ICA (such as the definition of HDSL2) that affect that language. Qwest has not responded to the vast majority of the provisions cited by Integra. Just one example of this is Section 12.4.3.5 of the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota. Please address this ICA section, as well as the other cited ICA provisions.

Regarding legal citations, examples of key items that Qwest has not responded to include 47 CFR §51.319(a)(1)(iii)(C) and the state commission rulings in the Qwest-Eschelon Section 252 ICA arbitrations regarding Issue 9-33 (ICA Section 9.1.9) in docket numbers Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061. Please respond specifically as to these items, as well as the other legal citations provided by Integra.

Regarding CMP, Integra provided its final position statement very recently, on April 3, 2009, regarding Change Request (CR) PC082808-1IGXES [Integra's "Provision Loops Per Request CR"]. There is no need to repeat that information in this letter, as it is enclosed and readily available to you. As Qwest indicated in CMP that it will not be responding further in CMP, we are looking to you for responses to those outstanding issues. This includes, for example, our specific references to industry standards, which Qwest has not addressed. We do not believe the solution is to return the issue in some form to CMP, at least not without more information from Qwest and a commitment by Qwest to change its position that it has no obligation to move forward.

Regarding the remainder of Qwest's April 1, 2009 letter, Qwest denies our request per Section 2.6 of the CMP Document to distribute a PID-related notice, unless we use Qwest's unilaterally developed procedure. Though we do not recognize the Qwest procedure and disagree with Qwest's position, we will make a request using that process, while reserving our rights, for the simple reason that Qwest will not send the notice any other way. Although Qwest claims that Section 2.6 is outdated, it is in effect currently, and only a unanimous vote would change that provision. Liberty Consulting Group is the anticipated successor group that meets the terms of Section 2.6.

We look forward to receiving more specific responses from Qwest. Please let me know if you would also like to meet to address these issues.

Sincerely,

Stephen Fisher
Vice President, Corporate Operations
Integra Telecom
503-453-8501 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email, to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Ken Beck, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, John Devaney, Jason Topp, John Stanoch

Integra, by email, to: Dan Wigger, Bonnie Johnson, Kim Isaacs, Doug Denney, Karen Clauson, Jeff Oxley

integra TELECOM

eschelon telecom inc.
An Integra Telecom Company

6160 Golden Hills Drive - Golden Valley - Minnesota - 55416
PHONE: 763.745.8000
FAX: 763.553.2724

April 9, 2009

VIA OVERNIGHT DELIVERY & E-mail

John Stanoch
President, Minnesota
Qwest
100 S 5th Street
Minneapolis, MN 55402

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Compliance with Qwest-Eschelon and Qwest-Integra Minnesota ICAs and the Commission's Order re. Issue 9-33 in Docket No. P-5340, 421/IC-06-768

Dear Mr. Stanoch:

I am contacting you on behalf of Integra Telecom of Minnesota, Inc. ("Integra") and Eschelon Telecom on Minnesota, Inc. ("Eschelon"). We have raised certain issues regarding xDSL, and HDSL/HDSL2 specifically, with Qwest. I wanted to personally convey to you that these are important issues that affect your wholesale customers, Integra and Eschelon, as well as their end user customers in Minnesota. I ask for your help in resolving this dispute with Qwest.

I have enclosed a copy of a letter sent today by our Vice President, Corporate Operations, to Qwest that further explains the issues. Also enclosed are the attachments to that letter, which include many of the key documents that have been exchanged with Qwest since 2007 to attempt to obtain a resolution of this dispute. The final attachment contains relevant pages from the Qwest-Eschelon Minnesota ICA, which are also in the Qwest-Integra Minnesota ICA.

Please let me know if you will assist and if you would like to meet with us to attempt to resolve these issues.

Sincerely,

Dan Wigger
Vice President of Operations, Minnesota
Integra Telecom
763-745-8202 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email, to: intagree@qwest.com; cmpcr@qwest.com; Jason Topp, Ken Beck, Warren Mickens, Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Keith Nieb, Steve Dea, John Devaney

Integra, by email, to: Stephen Fisher, Bonnie Johnson, Kim Isaacs, Doug Denney, Karen Clauson, Jeff Oxley

ATTACHMENTS TO APRIL 9, 2009 LETTER BY INTEGRA AND AFFILIATED ENTITIES ("INTEGRA") TO QWEST

#	DATE	DESCRIPTION
1	10/11/07	Integra email to Qwest service management escalating an issue regarding Qwest restricting testing to analog voice parameters when repairing an HDSL capable loop (2 wire non loaded)
2	11/5/07	Integra SVP email to Qwest's VP service management, confirming Integra escalated the issue of HDSL for delivery of T1 service in meeting held on 11/2/07
3	5/16/08 – 6/20/08	Integra email exchange with Qwest Regional VP, service management (ending with Qwest sending Integra to CMP)
4	8/28/08	Integra Provision Loops Per Request CR - Change Request (CR) #PC082808-1IGXES – submitted to Qwest CMP via email[1]
5	2/4/09	Integra's CMP comments in response to Qwest request for feedback as to issues related to Provision Loops Per Request CR, sent to Qwest CMP via email
6	2/4/09	Integra's Facilities Assignment USOC CR, #PC020409-1EX, submitted to Qwest CMP via mail (using CMP "exception" process)[2]
7	2/17/09	CMP Voting Ballot re. the vote held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception.
8	2/18/09	Qwest CMP Denial (erroneously dated 2/17/09) of Integra's Facilities Assignment USOC CR, sent via 2/18/09 email
9	3/5/09	Integra CMP Escalation (#44) of Qwest's denial of the Facilities Assignment USOC CR
10	3/6/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery); subject line: "Written Notice- ICA §§12.1.6, 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3 (and OR Integra ICA, Att. 3, §2.1 and subparts) & CMP Document Section 2.6; CMP CR ## PC020409-1EX and PC082808-1IGX"
11	3/9/09	Integra emails forwarding its ICA notice letter (see Row #10 above) to additional personnel at Qwest
12	3/11/09	Qwest letter sent via overnight delivery and by email requesting additional information re. Integra's 3/6/09 letter

[1] For complete CR detail, including Qwest CMP meeting minutes, see http://www.qwest.com/wholesale/cmp/archive/CR_PC082808-1IGXES.html
[2] For complete CR detail, including Qwest CMP meeting minutes, see http://www.qwest.com/wholesale/cmp/archive/CR_PC020409-1EXES.html

#	DATE	DESCRIPTION
13	3/11/09	Integra email response to Qwest's 3/11/09 request for clarification, including CMP Document Section 2.6. For remaining attachments to the email, see Row Nos. 4, 6, 9 and 12 above.
14	3/12/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery and email) with additional citations in response to Qwest's 3/11/09 request
15	3/13/09	Qwest CMP Denial of Integra's Provision Loops Per Request CR, sent via email
16	3/13/09	Qwest CMP Binding Response denying Integra's escalation of the Facilities Assignment USOC CR (sent first on 3/13/09 and again on 3/17/09 to include CLECs that joined the escalation but were omitted as participants on the 3/13/09 Qwest response due to Qwest system error)
17	3/13/09	Integra email to Qwest CMP, interconnection, service management, and legal personnel, attaching Qwest's CMP denial (see Row #15 above) and asking Qwest to respond to ICA citations and 47 CFR §51.319(a)(1)(iii)(C)
18	3/13/09	Integra email to Qwest, quoting section 2.3 of the Qwest-Eschelon ICAs and SGATs (stating ICA controls over technical publications)
19	3/20/09	Integra's CMP Escalation (#45) of Qwest's Denial of Integra's Provision Loops Per Request CR, sent via email
20	3/20/09	Integra's CMP Position Statement in response to Qwest's Binding Response denying Integra's escalation of its Facilities Assignment USOC CR, sent via email
21	3/20/09	Integra formal ICA notice letter to Qwest (sent via overnight delivery and email). For attachments to the email, see Row Nos. 19 and 20 above.
22	3/27/09	Qwest Binding Response denying Integra's escalation of its Provision Loops Per Request CR, sent via email
23	4/1/09	Qwest Reply to Integra's ICA notice letters of 3/6/09, 3/12/09 and 3/20/09 (sent by email and overnight delivery, but not to appropriate contact person via ICA notice provisions)
24	4/1/09	Integra email to Qwest regarding Qwest's 4/1/09 letter (see Row #23 above), asking Qwest to review it with the Qwest attorneys involved in the Qwest-Eschelon ICA arbitrations (Issue 9-33) and to revise the letter accordingly
25	4/3/09	Integra's Position Statement regarding Qwest's Binding Response denying Integra's escalation of its Provision Loops Per Request CR, sent via email
26	3/12/08 (Eschelon) & 8/28/08 (Integra)	Excerpts from Qwest-Eschelon Minnesota ICA & Order approving Qwest-Integra Minnesota ICA (based on opt-in of the Qwest-Eschelon Minnesota ICA), including Exhibit A pages from Amendment Two (executed and either filed or soon to be filed with Commission for approval)

From: Petersen, Richard J.
Sent: Thursday, October 11, 2007 12:03 PM
To: 'Dobesh, Mary'
Cc: Isaacs, Kimberly D.; Petersen, Richard J.
Subject: ESCALATION – [Customer information Redacted] -- WA customer
Importance: High

Mary -

We have a trouble ticket open on the above customer, and we need to escalate it with you.

[Customer information Redacted]
[Customer information Redacted]
[Customer information Redacted]
[Customer information Redacted]
CEMR # OW094124

We ordered the T-1 for this customer with HDSL2 technology, thus two circuit IDs. The NCI code for both circuits is: 02QB9/00H, which, as Kim tells me, identifies the circuits as HDSL2 T-1 circuits. The problem is that Qwest (I had conversations with both a hi-cap person and a designed circuit person), per CEMR OW094124, does not recognize these circuits as hi-cap or HDSL2. They see the circuits as straight DS0, 2-wire circuits, although they agree that we ordered the circuits as unbundled, non-loaded loops (LX-N), that have a 4-hr. commit time. But they don't seem to recognize or understand what the 00H means in the circuit nomenclature. And the testing reported in the CEMR ticket shows copper testing, not HDSL2 testing.

Would you please work this issue within Qwest so that Qwest Repair recognizes this customer as having HDSL2 T-1 service and proceeds accordingly?

CEMR OW094124 was bonded back to us yesterday at 15:29, and we have not yet closed it.

Let me know if you have any questions.

Thank you!!

Rick Petersen
Supervisor, Repair Service Bureau
Eschelon Telecom, Inc.
An Integra Telecom Company
Voice: 612.436.6035
Fax: 612.436.6135
email: rjpetersen@eschelon.com

From: Bennett, Dave [mailto:dave.bennett@integratelecom.com]
Sent: Monday, November 05, 2007 7:23 AM
To: Stading, Brian
Subject: Open Issues

Brian, As was discussed in our meeting on Friday, please find a brief description of the outstanding operational issues.

- Gaps in the New Customer Questionnaire Process – Qwest's current process to update Qwest's New Customer Questionnaire to support integration activities (i.e. contact changes, billing address changes and billing media) is inefficient and prone to Qwest errors. There is no feedback from Qwest on the status of the updates and it appears that updates are not communicated to the Qwest functional teams in a timely manner. In our past experience, we have seen billing address changes and bill media changes that took 6 months to 1 year and required multiple escalations to our service management team to complete.
- Repair interval for 2 Wire Non Loaded Loops – The repair commitment for 2 Wire Non-Loaded Loops is 4 hours. The Qwest repair center has difficulty differentiating between 2 Wire Non Loaded Loops (4 hour repair commitment) and 2 Wire Analog Voice Grade Loops which have a 24 hour commitment because the 2 Wire Non-Loaded Loop and the 2 Wire Analog Voice Grade Loop share the same service modifier code (LXFU). Note: Integra requests 2 Wire Non-Loaded Loops with HDSL network interface codes to deliver T1 level service our customers.
- Over the past 6 months, Integra has experienced an increase in the number of orders that are held for Qwest facilities which are release with a new FOC due date, only to be re-held on the releasing FOC due date, then release, then re-held on the due date again... This cycle impacts our relationships with our customers and impacts our resource planning and scheduling.
- Quote Prep Fee - Qwest refused to accept Integra's proposal for an amendment to obtain Qwest's "reduced" Quote Prep Fee (QPF) for collocation augments. An analysis of the QPFs Qwest charged for WA collocation requests over the last year indicates that Qwest in 2006 was charging the higher QPF of $4561.19 then in February 2006 started to apply the "reduce" QPF of $1386.47 but then in August 2007 started charging the higher $ 4561.19 QPF. All of these changes to the QPF rate were made with out an executed amendment.
- On-Line Escalation Ticket Tool for CSIE and ASR Tickets – On Oct 1st Qwest implemented an option to open escalation tickets via the Qwest Wholesale Website. Integra's test of the On-Line Eschelon Ticket Tool indicated that Qwest personnel do not seem aware that this is an option CLECs can use to submit escalation tickets. Additionally, the CSIE and ASR centers are not providing timely responses for tickets open using the On-Line Ticket Tool.

I am sure that these will be topics for discussion in the "re-started" quarterly meetings.

Dave Bennett
Sr. V.P. Engineering & Corporate Operations
Office 503-453-8088
Mobile 503-318-0951
dave.bennett@integratelecom.com

From: Isaacs, Kimberly D.
Sent: Friday, May 16, 2008 11:36 AM
To: Beck, Ken
Cc: Johnson, Bonnie J.; Saldivar, Jodi; 'Dobesh, Mary'; Fisher, Steve
Subject: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up from March Meeting. Issue R131.0

Ken –

I am sending this to you, as it follows up on the conversation we had in March. At the Integra/Qwest meeting in March you said that, if a loop qualifies for HDSL2 service, the circuit should work for that type of service. Qwest's Network procedures for provisioning, testing and repair , however, do not support HDSL2 qualified loops (i.e., NC: LX-N NCI: 02QB9.00H, SEC NCI 02DU9.00H) so that the circuits work for the service Integra and its entities ("Integra") order. I am including an example below and asking for your help in syncing up the discussion of how this should work with the way this actually works.

Integra is ordering HDSL2 qualified loops from Qwest using the NC/NCI/NCISEC code that Qwest has documented in Qwest tech pub 77384. When the loop does not work, Qwest repair is telling Integra that Qwest provisions, tests, and repairs all 2 Wire Non-Loaded Loops (regardless of the service requested) to a voice grade analog circuit level which, in some cases, does not support the HDSL2 service Integra ordered. In addition to voice-grade service, however, an unbundled loop includes two-wire and four-wire loops that are conditioned to transmit the digital signals needed to provide HDSL2 service. When we order HDSL2 qualified loops, Qwest needs to deliver HDSL2 qualified loops.

We communicate that we are ordering HDSL2 qualified loops via the codes used for ordering on the LSR, so Qwest is able to distinguish that we in fact need HDSL2 qualified loops in these situations. The Network Code NC: LX-N indicates that we are ordering within the 2 Wire Non-Loaded Loop family. It supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for the HDSL2 service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own unique parameters for optimum operation, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz,
- ISDN service Loss at less than 40 dB at 40 kHz
- ADSL service Loss at less than 41 dB at 196 kHz
- HDSL2 service Loss at less than 28 dB at 196 kHz.

<u>EXAMPLE</u>

Recent repair events on circuit id: [Customer information Redacted] (attached) are an excellent example of the service quality challenges Qwest is presenting for HDSL2 qualified loops.

Background:

In October 2007, Integra notified Qwest that Integra was experiencing considerable challenges with Qwest Repair when opening trouble tickets for HDSL2 qualified loops (provisioned on a 2 Wire Non-Loaded Loop with HDSL2 NCI/SECNCI codes). During our face to face meeting in March 2008, Integra and Qwest discussed this issue again at length. Integra communicated our concerns regarding Qwest's repair process for HDSL2 circuits. Integra continues to experience performance issues on some HDSL2 qualified circuits, and the attached history of one particular circuit appears to reveal a core issue that may be at the heart of the issue. The issue is related both the Qwest provisioning of HDSL2 qualified loops and the Qwest repair process of the circuits.

The core issue appears to be that Qwest personnel are narrowly defining a circuit as a working circuit if it meets voice grade parameters, even when we order a loop capable of transmitting the digital signals needed to provide HDSL2, ISDN, or ADSL service. When Integra requests a HDSL2 qualified loop, however, it is our expectation that Qwest will provision, design, test and repair that circuit to the HDSL2 parameters (e.g., insertion loss of less than 30 dB at 196 kHz). In the example of circuit [Customer information Redacted] (attached), it is likely that the bridge tap (not identified in the Qwest Raw Loop Data or on the Qwest DLR) that is 500 ft from the customer's premise is interfering with the customer's HDSL2 service. Qwest states in its PCAT that it will remove interfering bridge tap. It appears, however, in this example that Qwest is taking the position that the bridge tap would not interfere with voice grade parameters (even though we ordered an HDSL2 capable loop). Therefore, Qwest repair would not take any action to remove the bridge tap that is most likely negatively affecting the end user's service. Please confirm whether that is Qwest's position and, if not, please explain Qwest's actions in this example.
Action Required:

- Qwest will remove the interfering bridge tap on circuit id: [Customer information Redacted].
- Qwest will research its records and determine why the interfering bridge tap on circuit id [Customer information Redacted]was not present on the IMA Raw Loop Data response or on the DLR.
- Qwest will confirm that it is Qwest's policy to provision, design, test and repair HDSL2 qualified loops to the HDSL2 performance parameters:
    - No bridge tap over 2500 ft
    - No bridge tap within 1000 ft of the end user premise
    - Impulse Noise less than 50 dBrnF
    - Wideband Noise less than 31 dBrnF
    - Power Influence less than 80 dBrnF
    - Balance greater than 40 dB at 196 kHz
    - Foreign Voltage less than 3 VDC
    - Loop Resistance less than 775 ohms
    - Attenuation less than 28 dB at 196 kHz
- Once Qwest has confirmed that it is Qwest's policy to provision, design, test and repair HDSL2 qualified loops to the HDSL2 performance parameters:
    - Qwest will provide the appropriate training to Qwest repair staff so they will recognize the digital service requested and provision the loop to the service requested instead of the one size fits all approach. 2 Wire Non Loaded Loops all have their own unique parameters for operation. In other words, Ken, you indicated at our March meeting that these loops should work, and we want confirmation that the Qwest provisioning and repair organization delivers working loops in these situations.
    - If Qwest requires additional information, tell Integra what information it should include on repair tickets to communicate to the Qwest repair organization that the circuits should meet HDSL2 parameters.

As discussed in our March meeting, Qwest needs to deliver services on HDSL2 qualified loops with a reasonable expectation of reliability and serviceability for our customers.

Integra is available for a call with your team if needed, Ken.

integra TELECOM
Kim Isaacs | ILEC Relations Process Specialist

ph. 612.436.6038 | fax 612.436.6138

730 Second Avenue S | Suite 900 | Minneapolis, MN 55402

[Customer information Redacted] Circuit History

- Qwest delivered HDSL2 qualified circuit [Customer information Redacted] on 3/20/08. Qwest assigned order Number N08226290.
  - Integra pre-qualified this address for HDSL2 service using IMA Raw Loop Data.
  - Integra submitted PON HD1058088SEH requesting an HDSL2 qualified loop using the NC/NCI/SECNCI codes Qwest publishes in its tech pub (77384).
  - Integra reviewed the DLR (available to Integra in CEMR while the service order is pending) and confirmed the information on the DLR was the same as the information Integra obtained during the p[re-qualification in IMA. The DLR showed a total loop length of 7600 and showed no load coils or bridge tap. Based on the information Qwest provided in IMA and on the DLR, Integra estimated an insertion loss/attenuation of -25.19 dB at 196 kHz, which fall within the HDSL2 loop guidelines for optimum operation.
- 3/25/08 08:28 Integra determined that the circuit was taking bit errors so Integra opened Qwest assist test ticket OW103450.
- 3/25/08 08:37 Qwest assigned a 4 hour repair interval to the ticket.
- 3/25/08 12:36 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for anHDSL2 qualified circuit). Qwest also concluded there was 1000 feet of bridge tap on the circuit.
- 3/26/08 12:22 Qwest coded the ticket to CPE. Qwest said the trouble was not in their network.
- 4/21/08 19:45 Integra determined that the circuit was taking bit errors and Integra opened Qwest ticket OW106399.
- 4/22/08 08:30 Qwest provided the following update on the ticket: "LXFU CKT, IT WAS NOT QUALIFIED AS A TI. WE CHECKED FOR LOADS AND DID ALL REQUIRED TESTS ON THE TURN UP FOR THE NOS256341 ON 3-19".
- 4/22/08 08:42 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for an HDSL2 qualified circuit) and this time said there was no bridge tap on the circuit.
- 4/22/08 08:48 Qwest coded the ticket as NTF, TOK to Demarc and the ticket said the OST tested copper.
- 5/1/08 11:35 Integra continued to have intermittent trouble with the circuit opened Qwest ticket OW107556.
- 5/1/08 11:38 Qwest flagged ticket as 3rd ticket or Greater repeat.
- 5/1/08 12:06 Qwest noted in ticket "QWEST WILL TEST THIS CKR TO LXFU STANDARDS..."
- 5/1/08 16:15 Qwest tested the circuit at 1004 Hz (appropriate for a voice grade circuit but not for an HDSL2 qualified circuit) and now said there is approximately 200 ft of bridge tap; 500 ft. from the customer premise.
- 5/1/08 16:16 Qwest coded the ticket as NTF and said in the ticket that the copper was testing clean.
- 5/7/08 14:55 Integra determined the circuit was bouncing intermittently and suspected the issue may be caused by the bridge tap (See 5/1/08 ticket) and Integra opened ticket OW108277.
- 5/7/08 14:57 Qwest again flagged the ticket 3rd ticket or greater repeat.
- 5/7/08 14:58 Qwest notes in the ticket state: "AGAIN, THIS IS AN LXFU CKT AND IS ALLOWED UP TO 2500 FEET OF BRIDGE TAP"
- 5/7/08 Wayne at Qwest left Integra a voice message and told Integra that this is an LXFU circuit and Qwest is allowed to have 2500 feet of bridge tap and if we wanted HDSL we should have ordered HDSL. Wayne said Qwest tests these circuits to LXFU standards per Qwest's policy.
- 5/7/08 – Ticket coded the ticket to other and the notes state "No action taken."

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Wednesday, May 28, 2008 7:29 PM
To: Johnson, Bonnie J.; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up from MarchMeeting. Issue R131.0

Bonnie,
Based on the correspondence I have seen on this subject, it seems we are headed down a legal path again, therefore my reluctance to respond.
I believe our PCAT's are quite clear that you need to order a 4 wire loop to be HDSL2 qualified and yet all the arguements are regarding the NC<NCI codes. I would be happy to get on a call with Dave's team and you all with our experts and have a detailed discussion regarding this subject, but this is where I come out on this based on information given to me. If you order a 2 wire loop and it does not meet the HDSL2 spec, I think that is what the PCAT states.

We will see where this goes.
My thoughts,

Ken Beck
RVP - Wholesale
303-896-8805

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, May 29, 2008 5:56 AM
To: Beck, Ken; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Johnson, Bonnie J.
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Ken,
I don't believe we agree with your characterization about the 2 wire vs. the 4 wire non loaded circuits, or that this is a legal issue at this time. However, to determine if that is the case and whether we need a call, it would be helpful if you would provide the specific documentation in the PCAT and tech pub to which you refer. It is hard to determine what questions to ask and where the differences are if you do not provide the information you are basing your comments on.

Thanks Ken. Once you send that information we will look at it and perhaps we will need a call with SMEs or determine next steps if we disagree on how the 2 wire non loaded loop should perform.

integra TELECOM
Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Thursday, June 05, 2008 5:04 PM
To: Beck, Ken; Johnson, Bonnie J.; Isaacs, Kimberly D.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Bonnie,
let me try this again....sorry

Qwest has completed a thorough review of the requirements for the LX-N product offering before responding to your questions. The references associated with your specific questions are contained within the response below.

Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders. The Network Channel Interface (NCI) codes for the Unbundled Loop LX-N and LXR- products are informative to Qwest. The customer uses the NCI codes to communicate to Qwest the character of the signals the customer is connecting to the network at each end-point of the metallic circuit. For Unbundled Loops, the NCI codes do not affect transport designs or performance.

HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility. HDSL2 may be deployed within a Wire Center aka Central Office as well as in the Outside Plant cable facilities serving a specific area. Therefore, Qwest may provision a DS1 Capable loop on HDSL2 or HDSL4 if available. Qwest may also provision a DS1 Capable loop on T1 copper facilities if HDSL2 or HDSL4 is not available. As stated above, HDSL2 is not a service or product offering for Qwest customers.

According to the Unbundled 2 and 4 Wire Non-Loaded Product Catalog:

"This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you. Digital Transport systems require facilities of this type to function. Characteristics associated with Unbundled Non-Loaded Loops are in accordance with the following end-user interfaces:

- 2-wire digital interfaces support Digital Subscriber Line (DSL)
- 4-wire digital interfaces support Digital Data Services (DDS) or High-Bit-Rate Digital Subscriber Line (HDSL)

Based on the PCAT information noted above, and the NC/NCI Codes referenced in the Technical Publication (Tech Pub) 77384, Section 3.8.3, Table 3-14, the NC/NCI code combinations for xDSL-I products, includes 2 Wire and 4 Wire Non-Loaded circuits.

The NC/NCI codes for the product, **HIGH-BIT-RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE**, indicate that the CLEC will be putting HDSL (not HDSL2) digital equipment on the circuit. If the CLEC requests the LX-N 02QB9.00H 02DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 2 Wire Non-Loaded Loop and will test the circuit at 1004 HZ as stated in Section 6.2.1 of Tech Pub 77384. The Insertion Loss of this product will generally be within the range of 0.0 dB to 8.5 dB according to ANSI standards and the Tech Pub information. Loops that exceed 8.5 dB may exist in some areas. No attenuation distortion objectives apply to this service.

According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters. In Section 6.1 of the Tech Pub 77384, it states that "Each digital service and the specific transport equipment applied by the CLEC have its own tolerance to loop loss and bridged tap." Qwest would like to point out that in some cases, if the cable loop length and transmission parameters would fit the CSA Guidelines for T1 or DS1 capable parameters as defined in the Technical Report No. 028, the CLEC may be able to use their HDSL2 equipment and the service performs as an HDSL2 loop. However, if Qwest rearranges facilities in the field, we will only maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop. This might explain why Integra may have had a particular circuit working as an "HDSL2" circuit in the past that no longer works today, and Qwest is testing the circuit as "good to the demark" at 1000 HZ.

The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop to receive an HDSL Level of Transmission. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and will test the circuit at 1004 HZ as stated in Section 6.2.1 of Tech Pub 77384. If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop.

I believe we have said this before, so just restating as team has put it previously. I still boil it down to optional for us unless you order 4 wire loop.

hope this is what you wanted,

Ken Beck
RVP - Wholesale
303-896-8805

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Friday, June 13, 2008 9:03 AM
To: Beck, Ken; Johnson, Bonnie J.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

Hello Ken,

In your response, you said that HDSL2 is not a service or product offering for Qwest customers. Please clarify this statement. Specifically, does your statement mean that Qwest does not have the process and procedures in place to provide HDSL2 service so Qwest believes Integra should go to CMP to initiate the development of the process and procedures needed to provide HDSL2? If this is not the case, please let us know what Qwest's position is. Thank you.

Kim Isaacs | ILEC Relations Process Specialist

ph. 612.436.6038 | fax 612.436.6138

730 Second Avenue S | Suite 900 | Minneapolis, MN 55402

From: Beck, Ken [mailto:Ken.Beck@qwest.com]
Sent: Friday, June 20, 2008 11:59 AM
To: Isaacs, Kimberly D.; Johnson, Bonnie J.
Cc: Saldivar, Jodi; Dobesh, Mary; Fisher, Steve; Bennett, Dave; Montez, Evelyn
Subject: RE: Qwest HDSL2 Qualified Loop Quality Issues/Follow Up fromMarchMeeting. Issue R131.0

All,
Qwest does not offer an HDSL2 service or product offering, because HDSL2 is a transport technology protocol for delivering a 1.5 Mb/s signal or the equivalent of Digital Service Level 1 (DS1) in the ANSI Transport hierarchy. Qwest does, however, have a Non-Loaded loop that is HDSL compatible but must meet the Carrier Service Area (CSA) guidelines defined in the TR 028 T1-E1 documentation. The CLEC is responsible to check the physical parameters of an end-user's loop to ensure it would fall within the CSA guidelines. If the physical loop is outside the CSA guidelines but still falls within the ANSI standards for the 2 Wire Non-Loaded Loop (0 to -8.5 dB Loss) the HDSL may not work.

hope this helps, the CMP process is a way to request new products and services as we are all aware...

Ken Beck
RVP - Wholesale
303-896-8805

From: Johnson, Bonnie J.
Sent: Thursday, August 28, 2008 9:39 PM
To: Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Qwest HDSL2 Qualified Loop Quality CR

I am on vacation tomorrow and Kim will be out on Tuesday. Kim and I will be available for a clarification call Wednesday, Thursday or Friday of next week. The attached CR represents a long standing issue and several Qwest personnel, including Qwest's Service Management Team have been involved. I doubt there should be any question about what Integra is requesting.

Thanks and have a nice Holiday weekend!

Bonnie

integra TELECOM
Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

CHANGE REQUEST FORM

CR # _____ Status: _____
Originated By: Bonnie Johnson Date Submitted: _____
Company: Integra Telecom, Inc. and affiliates Internal Ref# _____
Originator: Bonnie Johnson , Director Carrier Relations, bjjohnson@integratelecom.com / 612-436-6218
Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.
☒ Product/Process ☐ System

Exception Process Requested: Please click appropriate boxes
☐ Yes ☐ No
(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)
☐ Exception call/meeting requested
☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.
☐ Regulatory ☒ Industry Guideline; Indicate industry forum: ANSI

Title of Change:
Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards

Description of Change/Exception:
In October 2007, Integra notified its Qwest service management team that Integra was experiencing issues with Qwest's provisioning and repair of xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related entities ("Integra") have continued to work with its Qwest service management team to address these issues. For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

Integra communicates the type of service it intends to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). However, Qwest has indicated that it now designs, provisions and repairs the circuits to voice grade parameters measured at 1004 Hz, regardless of the NCI/SECNCI code requested on the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering within the Non-Loaded Loop family. As discussed below, it supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a secondary NCI code ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for HDSL2 capable service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own parameters, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz
- ISDN service Loss at less than 40 dB at 40 kHz
- ADSL service Loss at less than 41 dB at 196 kHz
- HDSL2 service Loss at less than 28 dB at 196 kHz.

When Integra raised the issue of Qwest limiting digital services to voice grade parameters with its Qwest Service Management team, Qwest responded by indicating that "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders." Integra continues to believe that its current Interconnection Agreements ("ICAs") require Qwest to provide unbundled loops that transmit digital signals in addition to voice-grade service, etc. Integra reserves its rights under its ICAs. At the same time, in an effort to resolve this issue and at the request of Qwest, Integra is requesting in CMP that Qwest develop and maintain the process and procedures needed to design, provision, test and repair Unbundled Loops so that the circuit will conform

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to the requirements requested by CLEC, including compliance with the industry standards for the NCI/SECNCI code provided on the LSR. On 7/23/08, Qwest proposed that Integra submit a change request in CMP, including asking Qwest to design, provision, test and repair services in way that takes into account NCI/SECNCI codes standards instead of just the NC codes. Integra includes that request in this CR.

Qwest's Technical Publication 77384 indicates that a number of advanced digital services are provisioned on Non-Loaded Loops (NC: LX-N), using a variety of NCI/SECNCI codes (for example: Advanced Digital Transport in a variety of spectrum classes, Basic ISDN – NCI: 02QC5.OOS, HDSL - NCI: 02QB9.00H). Qwest's Technical Publications indicate that the NCI/SECNCI codes conform to the various ANSI standards for the specific digital service. However, as noted earlier, the Qwest service management team confirmed that it is Qwest's current practice to design, provision, test and repair these digital services delivered on Unbundled Loops based on the NC code which delivers voice grade parameters measured at 1004Hz, even though each digital service has its own parameters for optimum performance. Integra is requesting that Qwest use the industry standards for NCI/SECNCI codes provided on the LSR when designing, provisioning, testing and repairing Unbundled Loops. For example, an Unbundled Loop ordered on the LSR with the Basic ISDN NCI: 02QC5.OOS should be designed, provisioned, tested and repaired per industry standards using a loss based on 40 kHz, not the voice grade 1004 Hz. Additionally, an Unbundled Loop ordered on an LSR with HDSL NCI 02QB9.00H should be provisioned using loss based on 196 kHz. When Qwest grandparented the ADSL compatible loop (only for CLECs without any ADSL compatible loop terms in their ICAs), Qwest pointed to the 2 Wire Non-Loaded Loop as an alternative to the ADSL compatible loop. However, per Qwest's current stated position regarding designing, provisioning, testing and repairing to the NC code only, the 2 Wire Non-Loaded Loop would not be a reliable or serviceable alternative to an ADSL compatible loop. For a 2 Wire Non-Loaded loop to be a viable alternative to an ADSL compatible loop, Qwest should design, provision, test and repair digital capable Non-Loaded loops (such as HDSL capable or ADSL compatible loops) based on the NCI code as well.

While Qwest has said that it does not provision requests to meet a specific facility or technology, it should provision requests in compliance with industry standards and as ordered by CLEC, including providing working digital capability/compatibility when that capability is ordered. The SGATs, like the recent Qwest-Eschelon Minnesota and Arizona ICAs (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Qwest's stated position that its current process recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle. Similarly, the Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), the CLEC should receive a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment. Regarding repair after a Qwest maintenance or modernization event, the SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. If CLEC orders a 2/4 wire non-loaded loop that is digital capable (such as ADSL compatible or HDSL2 capable), then the loop must be restored to the appropriate digital capable level after a Qwest maintenance or modernization event. In short, if a loop qualifies for a digital service, the circuit should work (and continue working) for that digital service.

Expected Deliverables/Proposed Implementation Date (if applicable):

Qwest will design, provision, test and repair Unbundled Loops to the requirements ordered by CLEC, including industry standards for the NCI/SECNCI codes provided on the LSR. Qwest should take into account NCI/SECNCI code standards, and not just the NC codes. When a CLEC orders a 2/4 wire non-loaded loop for providing a digital service (e.g., as identified using the applicable NCI/SECNCI code on the LSR), Qwest will not limit the design, provisioning or repair of 2/4 wire non-loaded loops to voice grade parameters (e.g., measured at 1004 Hz). After repairs and Qwest network maintenance and

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modernization changes, the end user customer's service should work for the service ordered by CLEC.

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary _____
  - ☐ LIDB _____
  - ☐ 8XX _____
  - ☐ 911 _____
  - ☐ Calling Name _____
  - ☐ SS7 _____
- ☐ AIN _____
- ☐ DA _____
- ☐ Operation Services _____
- ☐ INP _____
- ☐ Centrex _____
- ☐ Collocation _____
  - ☐ Physical _____
  - ☐ Virtual _____
  - ☐ Adjacent _____
  - ☐ ICDF Collocation _____
  - ☐ Other _____
- ☐ Enterprise Data Source _____
- ☐ Other _____
- ☐ Local Switching _____
- ☐ LNP _____
- ☐ Private Line _____
- ☐ Resale _____
- ☐ Switched Service _____
- ☐ UDIT _____
- ☐ Unbundled Loop _____
- ☐ UNE _____
  - ☐ Switching _____
  - ☐ Transport (Include EUDIT) _____
  - X Loop _____
  - ☐ UNE-P _____
  - ☐ EEL (UNE-C) _____
  - ☐ Other _____
- ☐ Wireless _____
- ☐ LIS / Interconnect _____
  - ☐ EICT _____
  - ☐ Tandem Trans. / TST _____
  - ☐ DTT / Dedicated Transport _____
  - ☐ Tandem Switching _____

Area Impacted: Please click appropriate box.

X Pre-Ordering X Provisioning

X Ordering

X Billing

X Maintenance / Repair X Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

☐ LSR	☐ End User (EU)	☐ Resale (RS)	☐ Resale Split (RSS)
☐ Centrex (CRS)	☐ Resale Pvt. Line (RPL)	☐ Hunt Group (HGI)	☐ Loop Service (LS)
☐ Centrex Split (CRSS)	☐ Port Service (PS)	☐ Number Port (NP)	☐ Loop Service w/NP (LSNP)
☐ Frame Relay (RFR)	☐ DID Resale (DRS)		☐ Directory Listings (DL)
☐ Other _____			

LSR Activity

☐ N - New	☐ C - Change	☐ D - Disconnect	☐ T – Outside Move
☐ M – Inside Move	☐ Y - Deny	☐ L – Seasonal Suspend	☐ W – Conversion As Is

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☐ B – Restore ☐ R - Record ☐ Z – Conv as Spec/No DL ☐ V – Conversion As Spec

☐ Other _____

Pre-Order

☐ Address Validation ☐ CSR ☐ TN Reservation ☐ Loop Qual

☐ Facility Avail. ☐ Service Avail. ☐ CFA Validation ☐ Appointment Scheduler

☐ Raw Loop Data ☐ DLR ☐ Meet Point ☐ Listing Reconciliation

☐ Cancel ☐ Other _____

Post-Order

☐ Local Response ☐ Completion ☐ PSON ☐ Billing Completion

☐ Status Updates. ☐ Status Inquiry ☐ LSR Notice Inquiry ☐ LSR Status Inquiry

☐ DSRED ☐ Batch Hot Cut ☐ Provider Notification ☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR ☐ IMA Application-to-Application interface ☐ MEDIACC ☐ QORA

☐ EXACT ☐ IMA GUI ☐ Wholesale Billing Interface

☐ Directory Listing ☐ SATE ☐ Other _____

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ACC Docket No. T-01051B-10-0194
Integra Exhibit BJJ-4
Direct Testimony of Bonnie Johnson
September 27, 2010, Page 24

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By
- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request
- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested
- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR
- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change
- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception
- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)
- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional
- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional
- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional
- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

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From: Johnson, Bonnie J.
Sent: Wednesday, February 04, 2009 12:27 PM
To: 'Stecklein, Lynn'; Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Denney, Douglas K.; Wigger, Dan J.; Roberson, Laurie
Subject: Integra Response to Followup from January Product/Process CMP Meeting

Lynn/CMP,
Integra's response is attached.

Bonnie

Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response in included in the detail for CR PC082808-1IGX.

The Issue

Integra believes that Qwest has not appropriately framed the issue. Qwest focuses on one issue (Qwest's view of testing) to the exclusion of the larger issues outlined in Integra's change request (CR). Qwest's approach suggests that Qwest may stop all progress on all aspects of the CR if one issue that it claims is "critical" is not handled in the manner proposed by Qwest. Integra disagrees with that approach.

In the January 21st CMP meeting, Qwest (Jamal) erroneously said that Integra's "original CR calls for a test process"[1] and that this is a "new process."[2] That is simply not the case, as is clear from reading the entire CR. It is also apparent from the CR's title, which does not request a "test process" but asks Qwest to "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards." In other words, even when using *existing* processes (including existing testing), Qwest needs to apply the applicable NCI/SECNCI codes. The example provided by Integra in the first paragraph of the CR makes this even more clear:

> For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

In this example, Qwest already has a process for testing as part of a repair. The issue is that Qwest personnel, when using that process, should not take the position that Qwest will test "only to voice grade parameters" but instead should test to the standard applicable for the requested service (*e.g.*, a loop capable of carrying data). As pointed out in the CR, it has long been established (*e.g.*, in the SGATs and in ICAs, such as those cited in the CR going back to 2000) that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Therefore, this is a process that had long been in place (until recently, when Qwest starting telling Integra

[1] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting.
[2] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting.

that it would test only to voice grade parameters). Qwest needs to restore compliance with the ICA terms requiring testing to the appropriate levels.

The above example involved a repair. The same is true for loop installations. During the CMP clarification call, Qwest (Jamal) asked Integra how Qwest would provide the test results to Integra. Integra responded:

> "Doug Denney-Integra said that there are different installation options that exist today and some of those require different degrees of test results being provided by Qwest. He said that those are described in the Carrier's contracts and when we set up the cost for those options. He said they are not attempting to (9/12/08 Comments to minutes from Integra) change the process of providing test results with regard to provisioning loops."[3] (Emphasis added)

Integra asked Qwest in its CR to perform the tests Qwest is currently obligated to perform per the ICAs for the installation option ordered. As noted above, Qwest should be testing to the levels appropriate for the type of circuit ordered.

Installation

Qwest provides CLEC with multiple types of loops and, for each, various installation options.

Types of Unbundled Loops and Assignment of Those Loops

Qwest provides multiple types of loops to Integra and other CLECs. For example, Qwest's ICA negotiations template in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that *digital capable* loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest delivers the loop, it must deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. There is no exception in 9.2.2.3 for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC, providing a different loop that is digital capable. Qwest's ICA negotiations template Section 9.2.2.3 also states:

> Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most

[3] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 9/9/08 clarification meeting.

qualified) loop available *for the type of loop ordered* by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade[4] loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail.[5] Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem.

Existing Loop Installation Options

Qwest also offers multiple loop installation options (basic, coordinated, cooperative testing, *etc.*). Qwest lists its installation option offerings in its ICA negotiations template Section 9.2.2.9, which provides that the options are available for all types of loops, though the price may vary by option. Section 9.2.2.9.1 provides that "Basic Installation" is available for all "new or existing Unbundled Loops," which includes for example 2/4 Wire Non-Loaded Loops. For a basic installation of a loop, Section 9.2.2.9.1 provides that Qwest completes its work and Qwest calls the CLEC, and for new service Qwest conducts performance testing but does not provide the test results to CLEC. As indicated above (and reflected in the 9/9/08 CMP Clarification Call minutes), Integra is not attempting to change this option (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate).

As Integra understands Qwest's current proposal, however, Qwest *is* seeking to alter this option – by removing the basic option altogether for HDSL (2 and 4 wire non loaded loops) and insisting instead on not only a more expensive installation option (cooperative testing) but also requiring time consuming and costly joint meets in circumstances when they are unnecessary and not required for Qwest retail. For Qwest retail, however, Qwest assigns a loop following CSA guidelines and, if it does not work, will perform the repair.[6] To be nondiscriminatory, a basic installation option must remain available to CLECs for digital capable loops.

Specifically, Qwest admitted that for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS [sic] test in the CO

[4] Because Qwest used the term "voice grade" to describe the type of loop it was then testing to (see above example from the first paragraph of the CR), Integra uses that term in this response for ease of reference.
[5] See, e.g., http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting (Jamal Boudhaouia-Qwest - "The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center."; "Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines."); see also See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. (Jamal Boudhaouia-Qwest – "Qwest retail does not use a manual process.")
[6] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting (quoted below).

> because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed.[7] (Emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (and should work, if proper facilities are assigned). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet its required.[8] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required.[9] This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's

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[7] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 12/17/08 CMP meeting.

[8] This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data, as discussed below regarding repairs. Ensuring Qwest's personnel are properly trained in this regard is one of the purposes of Integra's CR.

[9] When a joint meet is required, the Qwest-Eschelon approved ICAs in MN, OR, and UT provide for joint repair appointments. See 9.2.5.2.1.

facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest is legally and contractually obligated to deliver the loop a CLEC orders within the industry standard parameters for that loop. Qwest appears to have taken the position, however, that if CLECs will not agree to order and pay for cooperative testing (despite the availability in its ICAs of basic installation at Commission-approved rates), Qwest will not implement the USOC for CLECs that will allow Qwest's systems to assign a loop for CLECs that will support the type of service the CLEC ordered. Qwest refers to this as "Gate one."[10] Qwest is basically saying it will not do one without the other.[11] As Qwest knows from previous communications, Integra does not agree. There is no legitimate reason to link the two. Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is the means by which Qwest may do that (at least for one of the products, HDSL), Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC.[12] Integra will comply with the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for joint testing or repair, because the delivered loop will work as intended for the service ordered.

To be nondiscriminatory, a proper facilities assignment process should be automated for CLECs, just as it is for Qwest retail. Qwest should ensure the process is automated, including implementation of a USOC(s) if that serves this purpose. With respect to the USOC for HDSL, Integra has submitted a separate CR for Implementation of USOC to Correct Facilities Assignment for HDSL" to attempt to ensure that the USOC is implemented without delay.

Until the facilities assignment process is automated for all affected products, and without waiving any rights, Integra asks Qwest as an interim measure to train its personnel to use the existing manual process (by which remarks in an order cause an order to fall out for

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[10] See http://www.qwest.com/wholesale/cmp/cr/CR_PC082808-1IGX.html minutes from 11/12/08 CMP meeting.

[11] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Jamal at Qwest said if CLECs can not complete co-op testing we need to re-analyze the CR.

[12] See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. "Doug Denney-Integra (1/30/09 Comments to Minutes received from Integra) said while we would all like 100% perfection there is the opportunity for and improvement along the way. He asked why we want to delay the USOC and manual process because of the testing issue when by using the USOC we could get to 80% improvement today.
"

manual handling) so that, when a remark indicates that the facility being ordered is a digital capable service (*e.g.*, HDSL2), Qwest personnel will assign the type of facility needed for the digital capable loops (including compliance with industry standards). CLECs preferring automatic facilities assignment will be able to avoid this manual process by not using remarks.

Qwest should deliver a loop capable of supporting the type of service ordered by the CLEC, which will reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

Repair, including repairs following Qwest maintenance and modernization activities

The example that was included in the first paragraph of Integra's CR (copied in part above) involved a repair *not* associated with an installation. A Qwest process already exists that enables CLECs to make comments when submitting trouble reports. When a CLEC, as part of those comments, identifies the facility to be repaired as a digital capable facility (*e.g.*, HDSL2), Qwest needs to treat that facility accordingly. For example, Qwest personnel cannot (as they did in the example) tell the CLEC that Qwest will test and repair only to voice grade parameters, even though the facility is supposed to be capable of carrying data.[13]

To the extent that problems, such as the one in the example, occur because of inadequate training, Qwest should promptly train its personnel as to the appropriate parameters for services capable of carrying data. Once a facility is identified (by CLEC or Qwest) as a digital capable service (*e.g.*, HDSL2), there should be no more instances when Qwest personnel as a matter of policy refuse to test to the industry standards/parameters for that service.

To the extent that problems, such as the one in the example, occur because Qwest repair personnel are relying on circuit ID or other indicators suggesting that a loop is an analog loop when in fact it is a digital capable loop, Qwest should promptly train its personnel to accept input from CLECs as to the type of service. For example, if a CLEC tells Qwest in written remarks or on a telephone call (consistent with applicable Qwest process) that a facility was ordered as HDSL2, the Qwest repair personnel should not take the position that Qwest will not treat it for testing and repair purposes as HDSL2 because the circuit ID or other indicator suggests otherwise. Qwest should test and repair it per the applicable industry standards for the digital capable service identified by CLEC.

There is no reason to wait for implementation of a USOC to ensure that repairs are performed in a manner appropriate for the service ordered by the CLEC. Even after a

[13] See, e.g., Qwest-Eschelon OR ICA: "9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes. . . ." (emphasis added).

USOC(s) is implemented for new ordering, digital capable loops (including HDSL2 circuits) will exist in the embedded base. If Qwest does not identify these facilities itself, Qwest will have to rely on information provided by CLEC as to the type of facility ordered when facilities in the embedded base need repair. Qwest should be relying on that CLEC-provided information now.

Qwest has identified no systems change or other change that is needed before implementing the requested training. Certainly, there is no legitimate reason to tie Qwest's position on testing at installation to testing for these repairs.

From: Johnson, Bonnie J.
Sent: Wednesday, February 04, 2009 12:26 PM
To: Bonnie Johnson; cmpcr@qwest.com
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Roberson, Laurie; Wigger, Dan J.; Denney, Douglas K.
Subject: Exception Notification and CR - Implementation of a USOC to correct facilities assignment for HDSL

Qwest/CMP,
Enclosed is a CR entitled Implementation of USOC to Correct Facilities Assignment of HDSL. Integra also requests an exception for this CR for any steps/procedures that have already been performed. An exception to the development procedure is warranted, for example, because Qwest has indicated that the internal Qwest
development work to implement this USOC is already underway and targeted for a mid April implementation.[1]

Integra is available for a pre-meeting or exception meeting if Qwest desires one. This CR does not replace CR PC082808-1IGX which is broader (as further discussed in the enclosed CR).

Let Integra know if Qwest believes a clarification call is required.

Thanks,

Bonnie

[1] 12/17/08 Product/Process CMP Meeting Bob Mohr-Qwest said that we wanted to provide an update from the last call. He said that we have held meetings with our sub teams to address the support of the (12/30/08 - Comments to minutes received from Integra) HDSL USOC and provisioning guidelines. The team has completed the analysis and determined that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that the team will meet on January 8th to work through the implementation steps and establish timelines associated with the implementation of the USOC.
(See also 1/21/09 CMP Product/Process meeting minutes) Bob said that the table changes will be worked with the system release in (1/30/09 Comments to Minutes received from Integra) mid April.

Thanks,

Bonnie

integra TELECOM
Bonnie J. Johnson| Director Carrier Relations
direct 612.436.6218 | fax 612.436.6318
730 Second Avenue S | Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

CHANGE REQUEST FORM

CR # _____ Status: _____

Originated By: Bonnie Johnson Date Submitted: 2/4/09

Company: Integra Telecom Internal Ref# _____

Originator: Bonnie Johnson , Director Carrier Relations , bjjohnson@integratelecom.com , 763 745-8464
Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.
☐ Product/Process ☒ System

Exception Process Requested: Please click appropriate boxes
☒ Yes ☐ No
(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)
☒ Exception call/meeting requested (Only if not having a call will cause a delay)
☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.
☐ Regulatory ☐ Industry Guideline; Indicate industry forum: _____

Title of Change:
Qwest will implement the USOC to correct the facility assignment for HDSL

Description of Change/Exception:

Integra and its entities ("Integra") submits this change request (CR) to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

This CR does not replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time.

CLECs communicate the type of service they intend to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). Qwest, however, told Integra personnel that Qwest provisions circuits to voice grade parameters, regardless of the NCI/SECNCI code requested on the LSR (e.g., even if the code indicates a digital capable service, rather than a voice grade service). Qwest has suggested that the resulting problems may be at least partially alleviated if Qwest implements this USOC because, once Qwest assigns the USOC to a service, doing so will allow it to flow through facility assignment to better identify a facility capable of supporting HDSL2 service. Although Qwest had said that work on USOC implementation is currently underway and scheduled to be implemented in mid April of 2009, Qwest has since suggested that it may stop work on the USOC if CLECs do not agree to an unrelated Qwest proposal. Qwest should not tie implementation of the USOC to other issues. Doing so will cause an unnecessary delay and may cause discriminatory conditions to continue.

Qwest's ICA negotiations template Section 9.2.2.3 states:

> Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. (emphasis added)

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A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available for the type of loop ordered by the CLEC (e.g., HDSL). Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. Every day that this situation continues is another day of discrimination, and so every effort should be made to accelerate resolution of this problem. As Qwest has suggested that implementation of this USOC will assist with this issue for HDSL, Qwest should promptly implement the USOC.

Expected Deliverables/Proposed Implementation Date (if applicable):

Qwest will implement the USOC no later than mid April of 2009.

OPTIONAL - COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary
  - ☐ LIDB
  - ☐ 8XX
  - ☐ 911
  - ☐ Calling Name
  - ☐ SS7
- ☐ AIN
- ☐ DA
- ☐ Operation Services
- ☐ INP
- ☐ Centrex
- ☐ Collocation
  - ☐ Physical
  - ☐ Virtual
  - ☐ Adjacent
  - ☐ ICDF Collocation
  - ☐ Other
- ☐ Enterprise Data Source
- ☐ Other
- ☐ Local Switching
- ☐ LNP
- ☐ Private Line
- ☐ Resale
- ☐ Switched Service
- ☐ UDIT
- ☒ Unbundled Loop
- ☐ UNE
  - ☐ Switching
  - ☐ Transport (Include EUDIT)
  - ☒ Loop
  - ☐ UNE-P
  - ☐ EEL (UNE-C)
  - ☐ Other
- ☐ Wireless
- ☐ LIS / Interconnect
  - ☐ EICT
  - ☐ Tandem Trans. / TST
  - ☐ DTT / Dedicated Transport
  - ☐ Tandem Switching

Area Impacted: Please click appropriate box.

- ☐ Pre-Ordering
- ☒ Provisioning
- ☒ Ordering
- ☐ Billing
- ☐ Maintenance / Repair
- ☐ Other

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

	Order		
☐ LSR	☐ End User (EU)	☐ Resale (RS)	☐ Resale Split (RSS)
☐ Centrex (CRS)	☐ Resale Pvt. Line (RPL)	☐ Hunt Group (HGI)	☐ Loop Service (LS)
☐ Centrex Split (CRSS)	☐ Port Service (PS)	☐ Number Port (NP)	☐ Loop Service w/NP (LSNP)

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☐ Frame Relay (RFR) ☐ DID Resale (DRS) ☐ Directory Listings (DL)

☐ Other _____

LSR Activity

☒ N - New	☒ C - Change	☐ D - Disconnect	☒ T – Outside Move
☐ M – Inside Move	☐ Y - Deny	☐ L – Seasonal Suspend	☐ W – Conversion As Is
☐ B – Restore	☐ R - Record	☐ Z – Conv as Spec/No DL	☐ V – Conversion As Spec

☐ Other _____

Pre-Order

☐ Address Validation	☐ CSR	☐ TN Reservation	☐ Loop Qual
☐ Facility Avail.	☐ Service Avail.	☐ CFA Validation	☐ Appointment Scheduler
☐ Raw Loop Data	☐ DLR	☐ Meet Point	☐ Listing Reconciliation
☐ Cancel	☐ Other _____		

Post-Order

☐ Local Response	☐ Completion	☐ PSON	☐ Billing Completion
☐ Status Updates.	☐ Status Inquiry	☐ LSR Notice Inquiry	☐ LSR Status Inquiry
☐ DSRED	☐ Batch Hot Cut	☐ Provider Notification	☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR	☐ IMA Application-to-Application interface	☐ MEDIACC	☐ QORA
☐ EXACT	☐ IMA GUI		☐ Wholesale Billing Interface
☐ Directory Listing		☐ SATE	☐ Other _____

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Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By
- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request
- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested
- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR
- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change
- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception
- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)
- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional
- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional
- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional
- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

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CLEC-Qwest CMP Voting Ballot

Name of Call/Meeting:	Exception Meeting and Vote (PC020409-1EX)
Date of Vote:	February 17, 2009

Subject:	PC020409-1X – Exception Request to implement the USOC to correct the facility for HDSL A vote of 'Yes' will indicate a preference to allow the implementation of the USOC to correct the facility assignment for HDSL no later than mid April 2009 and not delay the processing of PC082808-1IGX. A vote of 'No' will indicate a preference to NOT allow the implementation of the USOC to correct the facility assignment for HDSL no later than mid April 2009 and not delay the processing of PC082808-1IGX.

Voting Carrier	Voting Participant	Vote		
		YES	NO	Abstain
Covad Communications	Liz Balvin	X		
Comcast Cable Corporation	Brenda Bloemke	X		
Jaguar Communication	Mike Wilker	X		
Live Wire Networks, Inc	Jim Hinsdale	X		
Quantum Communications	Valerie Starr	X		
Integra	Bonnie Johnson	X		
McLeod	Julia Redman-Carter	X		
XO Communications	Loriann Burke	X		
Qwest Corporation	Mark Coyne		X	
Verizon Business	LeiLani Hines	X		

Result:	A vote was conducted on February 17, 2009 in accordance with Section 16.4 and 17.0 of the CMP Document on exception change request PC020409-1EX submitted by Integra. The vote tally was as follows: 9 Yes votes, 1 No vote, and 0 Abstain votes. Pursuant to Section16.4 of the CMP Document, this exception CR was not granted as Qwest subsequently provided supporting criteria for denial as set forth in Section 5.3 of the CMP Document.

-----Original Message-----
From: Stecklein, Lynn [mailto:Lynn.Stecklein@qwest.com]
Sent: Wednesday, February 18, 2009 11:32 AM
To: Johnson, Bonnie J.
Subject: PC020409-1EX Integra Exception Denial

Hi Bonnie,

I have attached the formal denial response on PC020409-1EX.

Thanks,

Lynn

February 17, 2009

Qwest Response
Exception Vote Required Meeting

Bonnie Johnson
Integra

SUBJECT: CLEC Change Request Response - CR #PC020409-1EX

This CR submitted by Integra and its entities ("Integra") is requesting to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

Qwest Response:

This Exception Change Request requires a business discussion regarding the obligation to provide the HDSL Capable Loop USOC and the cost to do so. Absent the obligation to provide an HDSL Capable Loop, the decision to implement this Exception CR becomes a financial decision. Absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest. Qwest therefore respectfully denies this Exception CR to implement an HDSL Capable Loop USOC without including the cooperative test requirement as it is economically not feasible.

Sincerely,

Qwest Corporation

From: Johnson, Bonnie J.
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide

an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment, processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/<u>Network Channel Interface</u> codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable.***

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may

be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility

capable of supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

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March 6, 2009

VIA OVERNIGHT DELIVERY

Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written notice – ICA §§12.1.6, 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3 (and OR Integra ICA, Att. 3, §2.1 and subparts) & CMP Document Section 2.6; CMP CR ## PC020409-1EX and PC082808-1IGX

Dear Sir or Madam:

Enclosed is a copy of correspondence (in the form of a response to input questions) by Integra and its affiliated entities ("Integra") to Liberty Consulting Group on behalf of certain state commissions within the Regional Oversight Committee ("ROC"). The latter is an industry group, separate from the Change Management Process (CMP), that is currently responsible for recommending changes to the Performance Indicator Definitions ("PIDs"). Section 2.6 of CMP Document[1] states:

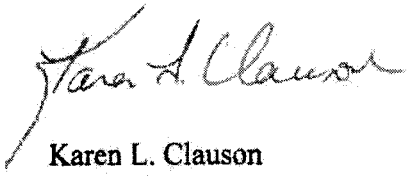
> The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body).

Consistent with Section 2.6, please distribute an e-mail notification to the CMP Body with a copy of this letter and enclosure. Section 2.6 anticipates potential "joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups."

[1] http://www.qwest.com/wholesale/downloads/2007/070719/QwestWholesaleChangeManagementDocument_07_20_07.doc

It is important to emphasize that there is no provision in the CMP Document allowing Qwest to delay Change Requests (CRs) because the issues are also being discussed in the context of the PIDs. For example, the implementation of UNEs was not delayed until after there was a means to measure them. Measurement is important but should not delay nondiscriminatory access to digital capable loops (particularly as such access should have been available all along per the Act and the interconnection agreements). Qwest must proceed with CR Numbers PC020409-1EX and PC082808-1IGX without delay.

Sincerely,



Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
763-745-8461 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

intagree@qwest.com
Larry Christensen, Qwest
Qwest Wholesale CMP at cmpcr@qwest.com and Lynn.Stecklein@qwest.com
Liberty Consulting Group at charlesking@optonline.net and nicolelmartin@gmail.com
Douglas Denney, Integra
Bonnie Johnson, Integra
Jeff Oxley, Integra

"10. What QPAP (CPAP) components or PID measures (including products tracked, standards, and reporting levels) do you believe should be added? Would you recommend changing any PID measures that are now diagnostic (without standards) to ones with standards and including them in the QPAPs (CPAP), or vice versa? To the extent that this response might vary by state, please indicate how.

. . .

UNE Facility Assignment and Related Issues – A measure should be developed to help ensure appropriate and nondiscriminatory assignment of facilities for the products ordered by CLECs. Regarding unbundled loops (and, specifically, "digital Loops"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service.*** (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. Integra has raised this issue in Qwest's Change Management Process ("CMP"). Qwest, however, has recently denied an Integra's Change Request ("CR") (#PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Integra has escalated the denial of its CR in CMP. If Qwest implements the USOC, it should help Qwest in achieving better performance. Even assuming Qwest reverses its position and implements the USOC, however, performance measurement may be needed to evaluate the problem and measure the extent to which USOC implementation addresses the problem and whether additional steps are necessary.

Enclosed with these Responses are copies of Integra's CMP Escalation related to its Facilities Assignment USOC CR (#PC020409-1EX), along with another, broader Integra CMP CR (#PC082808-1IGX) entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards." Integra will also provide copies of the documents cited in these enclosures, if requested. There should be discussion of how the issues raised in these CRs may be addressed in PIDs/PAPs.

Also enclosed is a copy of CMP Document Section 2.6, entitled "CMP Relationship with Management of Performance Indicator Definitions (PIDs)." The CMP Document

governs the scope and operation of Qwest's CMP.[2] Section 2.6 states that any party to CMP may take an issue from CMP that relates to the PIDs "to the PID Administration Group for discussion and resolution as appropriate." The "PID Administration Group" is defined as an industry group separate from CMP. Pursuant to Section 2.6, Integra has provided a copy of the portion of this Response relating to UNE Facilities Assignment to Qwest. There is no provision in the CMP Document allowing Qwest to delay the CRs because these issues are also being discussed in the context of the PIDs/PAPs. For example, the implementation of UNEs was not delayed until after there was a means to measure them. Measurement is important but should not delay nondiscriminatory access to digital capable loops (particularly as such access should have been available all along per the Act and the interconnection agreements).

. . ."

[2] The "scope" provision, CMP Document (§1.0), states: "CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users."

From: Kowalczyk, Jill
Sent: Monday, March 09, 2009 10:12 AM
To: 'cmpcr@qwest.com'
Subject: FW: ICA and CMP

First e-mail did not go through to you.

From: Clauson, Karen L.
Sent: Monday, March 09, 2009 10:06 AM
To: 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; Butler, Daphne
Cc: Johnson, Bonnie J.; Denney, Douglas K.
Subject: FW: ICA and CMP

Kathy/Qwest - FYI

From: Kowalczyk, Jill
Sent: Monday, March 09, 2009 10:00 AM
To: 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Oxley, J. Jeffery
Subject: ICA and CMP

Attached is a letter from Karen Clausen, Integra Telecom to Qwest.

integra TELECOM
Jill Kowalczyk
Legal Secretary & Regulatory Assistant
Law & Policy | Direct 763-745-8465| Fax 763-745-8459
jill.kowalczyk@integratelecom.com
6160 Golden Hills Drive |Golden Valley, MN | 55416

From: Nieb, Keith [mailto:Keith.Nieb@qwest.com]
Sent: Wednesday, March 11, 2009 10:46 AM
To: Clauson, Karen L.
Cc: Butler, Daphne
Subject: Written Notice - Integra ICA

Dear Ms. Clauson:

I am sending the attached letter on behlf of Daphne Butler to you via email and overnight mail. Please contact Daphne directly if you have any questions or concerns since I am her assistant.

Thank you.

Keith Nieb
Senior Legal Assistant
Keith.Nieb@Qwest.com
Office: 303.383.6692
Fax: 303.383.8534

Qwest.
Spirit of Service

Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone 303 383-6653
Facsimile 303 896-1107

Daphne E. Butler
Corporate Counsel

March 11, 2009

Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
Attn: Karen L. Clauson
Vice President, Law & Policy

Re: Written Notice – Integra ICA

Dear Ms. Clauson:

In response to your letter dated March 6, 2009, we need more specific references than those you provided in the subject line of your letter. Are all of the references to Integra ICAs? In which state or states are the ICAs? We will respond substantively after receiving your response.

Sincerely,

Daphne E. Butler

From: Clauson, Karen L.
Sent: Wednesday, March 11, 2009 11:28 AM
To: Butler, Daphne; 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA and CMP

Daphne/Qwest:

You have identified the enclosed document as a "written notice." To the extent that Qwest intends this to mean a formal notice under the ICAs, please note that none of the ICAs provide for notices sent to me as meeting the terms of the notice provisions of those ICAs. Qwest's letter does not constitute formal notice under the ICAs.

I will nonetheless answer the questions in your enclosed letter. The written notice sent by Integra and its entities ("Integra") to Qwest was sent pursuant to the ICAs of all of the entities in all of the states in which they have ICAs with Qwest, as all of the ICAs require compliance with the Act and nondiscrimination.

Though the ICAs do not require specific ICA references be provided as part of formal notice, we did also provide to you certain specific ICA citations (e.g., from the recent Qwest-Eschelon ICAs in MN, OR, UT, and WA and also, when approved, AZ and CO, as well as a specific citation to the Qwest-Integra OR ICA), to aid you in responding to these issues. In addition, ICA and SGAT citations, as well as references to the law, are provided in the CMP materials related to the Change Requests (CRs) referenced in the letter. CMP materials are available to you on Qwest's CMP website. For ease of reference, I have nonetheless enclosed copies of the referenced CMP Document Section 2.6, CR PC020409-1EX, escalation of Qwest's denial of that CR, and CR PC082808-1IGX.

integra TELECOM
Karen L. Clauson
Vice President, Law & Policy
| direct 763.745.8461 | fax 763-745-8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

From
http://www.qwest.com/wholesale/downloads/2007/070719/QwestWholesaleChangeManagementDocument_07_20_07.doc

From: Clauson, Karen L.
Sent: Thursday, March 12, 2009 2:32 PM
To: 'Butler, Daphne'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Coffin, Kristi'; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice

Qwest:
The enclosed letter provides additional citations in response to your request.

Karen

integra TELECOM

Integra Telecom
6160 Golden Hills Drive
Golden Valley, MN 55416
www.integratelecom.com

March 12, 2009

VIA OVERNIGHT DELIVERY
Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written ICA notice – compliance with the Act and ICAs – xDSL capable loops

Dear Sir or Madam:

On March 6, 2009, Integra and its affiliated entities ("Integra") sent a written request to Qwest asking Qwest to distribute an e-mail notification to the Change Management Process ("CMP") Body with a copy of that letter and its enclosure, consistent with Section 2.6 of the CMP Document, and also notifying Qwest that it needs to comply with the Act and the interconnection agreements ("ICAs") regarding appropriate and nondiscriminatory access to digital capable loops (and should have been doing so all along).

On March 11, 2009, Qwest sent an email to Integra enclosing a letter asking for additional information. Integra responded the same day, and a copy of that response is enclosed.

In addition to the citations provided previously, Integra also provides the following examples to assist Qwest in formulating its response:

ELI-Qwest Arizona Interconnection Agreement § E1.4 and subparts; § E 3.1;

Integra-Qwest Interconnection Agreements in Arizona, Colorado, Idaho, Iowa, New Mexico, Utah § 8.2.4.3.1 & § 8.2.4.13.

Qwest's recent proclamation in CMP that is has no obligation to provide digital capable loops (specifically HDSL)[1] to CLECs has caused great consternation. In CMP, Integra has reserved its rights under the Act and the ICA (and the CMP Document itself provides that the ICAs control). The dispute resolution section (15.0) of the CMP Document also states (with emphasis added) that participation in CMP "does not limit any party's right to seek remedies in a regulatory or legal arena ***at any time***."

[1] Qwest's Feb. 18, 2009 CMP Response to Change Request (CR) # PC020409-1EX states: "Absent the obligation to provide an HDSL Capable Loop, the decision to implement the Exception CR becomes a financial decision."

This is a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and our SVP of engineering raised it with Brian Stading, Qwest's VP, service management. Qwest needs to recognize its obligations and promptly proceed toward a solution consistent with the requirements of the Act and the ICA. Please keep in mind when responding that the ICAs entitle us as well to basic installations at the Commission approved rates.

Sincerely,

Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
763-745-8461 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, Ken Beck

Integra by email to: Bonnie Johnson, Jeff Oxley, Doug Denney, Steve Fisher, Dan Wigger

From: Clauson, Karen L.
Sent: Wednesday, March 11, 2009 11:28 AM
To: Butler, Daphne; 'Salverda, Kathleen'; Hartl, Deborah; Coffin, Kristi; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'cmper@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA and CMP

Daphne/Qwest:

You have identified the enclosed document as a "written notice." To the extent that Qwest intends this to mean a formal notice under the ICAs, please note that none of the ICAs provide for notices sent to me as meeting the terms of the notice provisions of those ICAs. Qwest's letter does not constitute formal notice under the ICAs.

I will nonetheless answer the questions in your enclosed letter. The written notice sent by Integra and its entities ("Integra") to Qwest was sent pursuant to the ICAs of all of the entities in all of the states in which they have ICAs with Qwest, as all of the ICAs require compliance with the Act and nondiscrimination.

Though the ICAs do not require specific ICA references be provided as part of formal notice, we did also provide to you certain specific ICA citations (e.g., from the recent Qwest-Eschelon ICAs in MN, OR, UT, and WA and also, when approved, AZ and CO, as well as a specific citation to the Qwest-Integra OR ICA), to aid you in responding to these issues. In addition, ICA and SGAT citations, as well as references to the law, are provided in the CMP materials related to the Change Requests (CRs) referenced in the letter. CMP materials are available to you on Qwest's CMP website. For ease of reference, I have nonetheless enclosed copies of the referenced CMP Document Section 2.6, CR PC020409-1EX, escalation of Qwest's denial of that CR, and CR PC082808-1IGX.

Karen L. Clauson
Vice President, Law & Policy
| direct 763.745.8461 | fax 763-745-8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

From: Stecklein, Lynn [mailto:Lynn.Stecklein@qwest.com]
Sent: Friday, March 13, 2009 12:35 PM
To: Johnson, Bonnie J.
Cc: cmpcr@qwest.com
Subject: PC082808-1lGX Updated response

Hi Bonnie,

Attached is a denial response associated with PC082808-1lGX. The denial will be discussed in the March CMP Meeting on March 18, 2009.

Thank you,

Lynn Stecklein
Qwest Wholesale CMP

March 13, 2009

For Review by CLEC Community at the March 18, 2009
CMP Product/Process Meeting

Bonnie Johnson
Integra

Subject: Integra Change Request - CR #PC082808-1IGX

This CR is requesting to Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards.

Additional detail for this change request can be found at:
http://www.qwest.com/wholesale/cmp/changerequest.html

Qwest Response:

The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application.

Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request.

Sincerely

Qwest Corporation

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Tuesday, March 17, 2009 10:42 AM
To: Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'
Cc: Cmp, Escalation; Johnson, Bonnie J.; 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: FW: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

When Qwest sent our binding response to this escalation of CR PC020409-1EX on March 13, 2009, Bonnie Johnson (Integra) identified that she was aware that there were several CLECs that had also chosen to participate in the escalation. Bonnie specifically named Mcleod, Covad, Comcast, XO and twtelecom.

We are still working with our Web team to determine the problem with the "participate" button however we are copying all of you on this binding response. The response has also been posted to the Escalations web site at http://www.qwest.com/wholesale/cmp/escalations.html.

We will relay this information in the monthly meeting on Wednesday.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Cmp, Escalation
Sent: Friday, March 13, 2009 2:29 PM
To: Cmp, Escalation; 'Johnson, Bonnie J.'; 'Cox, Rod'; 'Mike Wilker'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: RE: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

Attached is the binding Qwest response to your escalation of CR PC020409-1EX which was submitted March 5, 2009 and acknowledged by Qwest on March 6, 2009.

Please contact me with any questions.

Thank you,
Lynn Stecklein
Qwest Wholesale CMP
303 672-2723

Escalation #44 Regarding Integra Telecom – CR #PC020409-1EX

March 13, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

This letter is Qwest's binding response to your March 5, 2009 escalation regarding PC020409-1EX. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate and also that the CMP guidelines were followed per Section 16.4 of the CMP Document.

Integra and its affiliated entities ("Integra") escalated Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalated this request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

As Qwest stated in the Vote meeting on February 17, 2009, in Section 16.4 of the CMP Document, the standards for determining whether a request will be handled on an exception basis are as follows: If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. The process that Qwest utilizes for assignment of facilities for CLEC services that CLECs sell to their end users is more advantageous to the CLECs in that Qwest does not impose distance limitations on the CLEC requests for unbundled loops as it does for its own customers. Further, Qwest maintains the response provided on February 17, 2009. Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop. Qwest provides Non Loaded and xDSL-I Loops in compliance with the First Report and Order, the UNE Remand Order, the TRO and TRRO.

Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail ADSL product. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product, when selecting the loop, but at CLEC request Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the loop assignment process for Qwest's retail DS-1 service is quite different. It is a designed service for which the engineer manually picks the best loop. This product is much more costly than ADSL and has a ten day interval. CLECs may get this same manual design process by ordering Qwest's DS-1 capable UNE loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS-1 provisioning processes. This product is called DS-1 Capable Unbundled Loops. As the CLEC community

would attest to, this product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop. One of these tools is the RAW Loop Data tool which depicts the composition of the loop e.g. gauge, length, etc.

This Exception CR PC020409-1EX is requesting implementation of a partial solution that does not include cooperative testing. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Co-Operative Testing, this partial implementation of the HDSL Capable Loop USOC becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR is being denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest and is economically not feasible. This is one of the criteria for denial, and regardless of whether the Exception request received the required two thirds majority vote, the exception was not granted.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

From: Clauson, Karen L.
Sent: Friday, March 13, 2009 2:40 PM
To: 'Butler, Daphne'; 'Salverda, Kathleen'; 'Hartl, Deborah'; 'Coffin, Kristi'; 'intagree@qwest.com'; 'larry.christensen@qwest.com'; 'lynn.stecklein@qwest.com'; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; 'Keith.Nieb@qwest.com'; 'Dea, Steve'; 'Beck, Ken'; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice & CMP denial

Qwest -
For those of you not involved in CMP, enclosed is the CMP denial that we just received for Change Request (CR) PC082808-1IGX. It tells us nothing. It claims Qwest has no obligation (or apparently that it has no obligation outside of a certain tech pub) without in any way addressing the citations we have provided to the Act, the federal rules, the ICAs, etc.

One straightforward example is the repair and network maintenance and modernization example that we provided in this CR. Qwest refused to test to the digital parameters of the product we ordered limited its testing to voice parameters, being fully aware through the repair process that it was supposed to be a digital capable loop, even though the FCC rules provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest has never responded to this point or explained in any way its continued violation of 47 CFR §51.319(a)(1)(iii)(C).

Therefore, Qwest will need to provide its responses to the citations here. We look forward to receiving your responses to our written notices, including replies as to the ICA provisions that Qwest has breached.

Karen

From: Clauson, Karen L. [mailto:klclauson@integratelecom.com]
Sent: Friday, March 13, 2009 2:49 PM
To: Butler, Daphne; Salverda, Kathleen; Hartl, Deborah; Coffin, Kristi; Interconnection Agreements; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Nieb, Keith; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice & CMP denial - ICA Section 2.3

Regarding the tech pub, please also note the language of all the new Qwest-Eschelon ICAs (and SGATs, for CLECs that have opted in to the SGAT):

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:54 PM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Enclosed is Integra's escalation regarding Qwest's denial of PC082808-1IGX.

Bonnie

integra TELECOM
Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation of CR #PC082808-1IGX by Integra and Affiliates
March 20, 2009

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. It seems self-evident that, if a CLEC orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to CLECs. For example, as discussed below, some interconnection agreements (ICAs) define xDSL-capable loops to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to CLECs. There is a specific mechanism, set forth in the SGATs and ICAs, for the CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when a CLEC requests a specific type of xDSL capable loop (e.g., via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (e.g., a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require the CLEC to order a different, more expensive product (e.g., a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code and the NCI code, Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (e.g., HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest needs to provide the particular product requested by CLEC.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to

complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

The CR and this Escalation are not limited to loop delivery/installation. Integra's Provision Loops Per Request CR covers loop design, provision, test, and repair for loops (including all types of xDSL capable loops, only one of which is HDSL). In other words, by "providing" a digital capable loop to CLEC, Integra means all phases of providing that loop. In its CR, Integra provided a May 2008 repair example. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations (docket numbers provided below). The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Qwest's Response completely ignores this significant aspect of Integra's CR.

- History of item

On August 28, 2008, Integra submitted CR PC082808-1IGX. This CR addresses a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and Integra's Senior Vice President of Engineering raised it with Brian Stading, then Qwest's Vice President, Service Management and shortly afterward with Ken Beck, Qwest's Regional Vice President. As indicated in Integra's CR, Integra submitted its request to the Change Management Process (CMP) in response to Qwest's request to take the issue to CMP, while Integra reserved its rights under the ICAs and the law. The CR was discussed in CMP. On the January 21, 2009 CMP call, Integra agreed to an action item to consider the comments that Qwest had made on that call and respond in writing. On February 4, 2009, Integra completed its action item by providing that written response to Qwest. During the February 18, 2009 CMP call, Qwest nonetheless indicated that Integra had not responded to its action item and, therefore, Qwest was not prepared to discuss it and had not circulated it as part of the CMP materials so other CLECs could be prepared to discuss it. Integra objected and, after the call, sent an email to Qwest, stating: "Enclosed . . . is our response from two weeks ago. The first paragraph both clearly identifies it as our response and requests that Qwest include it in the CMP CR detail, available to all CLECs. It says: 'On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response is included in the detail for CR PC082808-1IGX.'" Because Qwest ignored this written response and the request to include it in the CR detail distributed to other CLECs, other CLECs were not given an opportunity to review the materials in advance or comment upon them during the CMP meeting. Qwest did not provide a reply either in writing or at the next CMP meeting. Qwest indicated it had already responded (even though previously it had said it was not prepared to respond), and Qwest did not address the many points raised in Integra's

response. On March 13, 2009, Qwest denied Integra's CR. As discussed below, Qwest brief written denial is particularly non-responsive. On the same day (March 13, 2009) as Qwest denied this CR (#PC082808-1IGX), Qwest also denied Integra's CMP Escalation ("Escalation #44) relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Unlike CR PC020409-1EX (which was limited to HDSL), this CR includes all types of xDSL-capable loops. Integra has provided a separate written reply to Qwest regarding its denial of that Escalation.

- Reason for Escalation

This issue is important, and it impacts CLECs, competition, and end user customers. As discussed in the above Description of the Item Being Escalated, CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest does not explain how CLECs can possibly achieve these goals when Qwest refuses to "provide the product in the manner requested by CLEC" (as stated in Qwest's Response). Because Qwest's Response hinges on whether it has any "obligation" in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is "legal," the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP. Qwest's conduct reflected in its denial of Integra's CR (#PC082808-1IGX) violates Qwest's obligations under the Act, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.

In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position. In this Escalation, Integra will reply to each of Qwest's assertions in the order in which they appear in Qwest's two-paragraph Response.

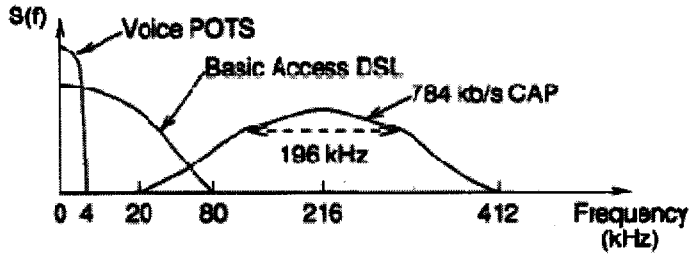
<u>Productization</u>
In the first line of Qwest's Response, Qwest refers to its "Unbundled Non Loaded Loop product" and how Qwest developed that product. As indicated in Integra's CMP Escalation relating to its Facilities Assignment USOC CR PC020409-1EX (which Qwest also denied), if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. It is not an adequate response to any of the operational, legal and contractual issues raised by Integra to argue that Qwest did not choose to develop its "product" that way. Qwest cannot escape its obligations through productization. There

is no exception in the rules or FCC orders (e.g., TRO ¶23; 47 CFR §51.319) to the effect that Qwest must unbundle xDSL capable loops unless Qwest chooses to develop a different product. Also, as discussed below, the ICAs provide that their terms control vis-à-vis Qwest's product documentation. Qwest should have developed its products in compliance with the law and the ICAs and, if it did not, Qwest needs to promptly bring itself into compliance.

Qwest Technical Publication 77384 Vis-à-Vis Industry Standards

Qwest states in its Response that the "Unbundled Non Loaded Loop product was developed with various applications contained in Technical Publication 77384." Qwest's Technical Publication 77384, however, provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional digital signals at the nominal rate of 1.544Mb/s," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "called Digital Signal 1 (DS1)." This is consistent with the definition of HDSL2 in both the SGAT/Eschelon ICA language and the Integra ICA language (both definitions quoted below).

The ICAs require compliance with "industry standards" (e.g., §§9.2.2.1.1 & 9.2.2.1.2 below). For example, xDSL capable loops must comply with "guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417" (§9.2.6.1 below). Regarding the interrelationship between industry standards and Qwest's Technical Publications, the Eschelon ICAs specifically state (§12.4.3.5 below, emphasis added): "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ANSI T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ANSI Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in §9.2.6.1 below and in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

In the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added): "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop to receive an HDSL Level of Transmission. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and will test the circuit at 1004 HZ as stated in Section 6.2.1 of Tech Pub 77384. If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop. . . . I still boil it down to optional for us unless you order 4 wire loop." Qwest is operating as though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Qwest's position is inconsistent with industry standards establishing a different NCI code for HDSL from the NCI code for ADSL and establishing testing at 196 kHz for HDSL (see above). Because Qwest will only test HDSL at 1004 HZ (i.e., voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – then Qwest's processes, technical publication, and PCAT need to be promptly revised.

Qwest's current practice stands in stark contrast to these standards. In the May 2008 example provided in Integra's CR, the HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which

meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted). Since then, Qwest has confirmed in CMP that it will only provide a non-loaded loop (per the NC code) but will not specifically provision HDSL2 (per the NCI code), so that per Qwest at installation HDSL2 service might work, and it might not, and even if it works initially, Qwest will not restore it to that level if it later fails. In Figure 6(c) above, there is a very small area on the frequency line where the line marked Basic Access DSL intersects with the line going from 20 kHz to 412 kHz. Apparently, it is a narrow situation such as this for which Qwest says a non-loaded loop "might" work, though Qwest will not agree to restore it if a later Qwest network modification takes it out of that area. Figure 6(c) suggests that the likelihood that it "might not" work is greatest. The FCC, the SGATs, and the ICAs do not refer to loops that "may or may not" be digital capable. They must be "digital capable." And, per the ICAs (quoted below), they must comply with industry standards using both the NC and NCI codes.

Qwest's position that it may restrict testing to voice transmission parameters is inconsistent with these industry standards (as well as 47 CFR §51.319(a)(1)(iii)(C), quoted below).

<u>ICA Controls Vis-à-Vis Technical Publication/Qwest Documentation</u>
Even assuming Qwest's suggestion that it is in compliance with its technical publication were correct, Qwest cannot avoid its legal and contractual obligations by narrowing them or writing itself out of them via its technical publications. This potential means of circumventing obligations was anticipated early, in the SGATs, which state (in Section 2.3, with emphasis added):

> Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, PCAT, methods and procedures, <u>technical publications</u>, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

The Qwest-Eschelon ICAs also contain this language in Section 2.3 as do, for example, the ICAs of CLECs that have opted into the SGAT or the Qwest-Eschelon ICA. Qwest's CMP Document provides in Section 1.0 ("Introduction and Scope"): "In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the

CLEC party to such agreement." The body of the Eschelon ICAs (§12.1.6.1.4) also contain this language.

As discussed above, the Eschelon ICAs (§12.4.3.5) also require Qwest's technical publications to be consistent with industry standards. To the extent that Qwest's technical publications are inconsistent with industry standards, they should be revised. To the extent that Qwest's technical publications are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing
Qwest's statement in its Response that its "product" was developed using applications in its technical publications omits the fact that unbundled loops were supposed to be developed in accordance with the Act and the ICAs. This includes xDSL capable loops. Qwest states (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX), however, that: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement.

The various state SGATs; the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"]; other CLEC ICAs based on adoption of the SGAT or the Qwest-Eschelon ICA; and other CLEC ICAs that are based on the SGAT or Eschelon ICAs with modifications all contain the following provisions (with the same or substantially the same language):

> Section 4.0 (Definitions) states: "'Digital Subscriber Loop' or 'DSL' refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following: . . ."
>
> The "following" long-standing list in the 4.0 definition of DSL includes ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL and specifically states:
>
>> "'HDSL' or 'High-Data Rate Digital Subscriber Line' is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
>>
>> 'HDSL2'" or "'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps." (emphasis added)

The seven types of xDSL listed in these agreements do not include DS1 Capable Loop, which is separately defined. The definition states: "'Digital Signal Level 1' or 'DS1' means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3." Regarding a "capable" loop, see Section 9.2.2.1.1 below. Under the SGATs and ICAs, CLECs are entitled to all unbundled loop types (including DS1 capable loops and xDSL capable loops), as shown below.

The term "xDSL-I" is not stated in the definition of DSL. The definition of DSL includes IDSL or ISDN DSL and also states that xDSL includes but is "not limited to" the seven types listed.

> The Eschelon ICAs in Section 4.0 state: "'Include' or 'including' means to have as part of a whole. The terms 'include' and 'including' mean 'includes but is not limited to' and 'without limitation,' regardless of whether one or both of these phrases is used, and regardless of whether the term 'include' or 'including' are capitalized."

Section 4.0 (Definitions) provides that "Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

> In the TRO (¶23), the FCC confirmed Qwest's long-standing obligation to unbundle both "high-capacity lines" and "xDSL-capable loops." The FCC specifically said (in TRO fn 661 to ¶215) that the term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as "HDSL (high-speed digital subscriber line)."

Section 9.1.2 contains general terms applicable to all unbundled loops (analog and digital) and requires Qwest to provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. In addition, Section 1.3 of the Eschelon ICAs provides: "Qwest shall provide such Interconnection, UNEs, Ancillary Services and telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder."

> The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "poses a barrier or barriers to entry . . . that are

likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.)

Section 9.1.9 provides: "In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC" (emphasis added). Although the language in the Eschelon ICAs approved to date varies somewhat, each one contains additional language in Section 9.1.9 confirming that a "minor" change does not ultimately adversely affect the customer's service and does not limit service to voice parameters. For example, in Minnesota, Section 9.1.9 of the Eschelon ICA (adopted by several other CLECs) states: "If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes" (emphasis added).

Please review the testimony and arbitration orders relating to Issue 9-33 (Network Maintenance and Modernization) in the Qwest-Eschelon ICA Section 252 arbitrations. Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.

Section 9.2.2.1 also contains general terms applicable to all unbundled loops (analog and digital) and provides: "Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. . . . Unbundled Loops shall be provisioned . . . with a minimum of service disruption."

Section 9.2.2.1.1 provides: "Use of the word 'capable' to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards." (emphasis added)

ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. In light of this long-standing obligation, Qwest cannot reasonably argue that it is not required

> to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL and HDSL2 as defined in these contracts) to CLECs.
>
> Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.]

Section 9.2.2.1.2 provides: "Use of the word 'compatible' to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment." (emphasis added)

Section 9.2.2.3 provides ". . . Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. . . ." In fact, Qwest's own ICA negotiations template proposal, in Section 9.2.2.3, also states:

> "Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service." (emphasis added)

Section 9.2.2.9.1 provides: "Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed." The basic installation option for loops is available to CLECs at commission-approved rates in most, if not all, Qwest states.

Under "Spectrum Management" (Section 9.2.6), Section 9.2.6.1 provides: "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417." Section 9.2.6.6 states: "When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. . . ." (emphasis added).

> Section 12.1.6.1.4 of the Eschelon ICAs provides: "In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC."
>
> Regarding Maintenance and Repair, see also SGAT Section 12.3 and subparts and Eschelon ICAs Section 12.4 and subparts.
>
> Section 12.4.3.5 of the Eschelon ICAs provides: "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard."

Qwest's own negotiations template proposal and the Qwest-CLEC ICAs based on that template language contain many of these same provisions.

Other CLEC ICAs may not contain the same language but nonetheless require Qwest to provide unbundling as ordered by the FCC (which includes both "high-capacity lines" and "xDSL-capable loops," TRO ¶23). They also confirm Qwest's long-standing obligation to provide unbundled HDSL capable loops and specifically HDSL at a DS1-level signal (i.e., not limited to voice grade parameters). For example, the Qwest-Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico in Section 3.20 contain the following definitions – going back to the year 2000 through the present:

> Section 3.20: "'HDSL' or 'High-Bit Rate Digital Subscriber Line' means a two-wire or four-wire transmission technology which typically transmits a DS1-level signal (or, higher level signals with certain technologies), using 2 Binary/1 Quartenary ('2B1Q)." (emphasis added)
>
> Section 3.48: "'xDSL' refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provided digital communications services over copper Loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary and at the appropriate charge if any, by USWC to carry the appropriate xDSL signals."

In a June 5, 2008 email, Qwest (SVP Ken Beck) told Integra that "HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility." The fact that the Qwest-

Integra ICA definition of HDSL from the year 2000 includes two-wire transmission technology transmitting a DS1 level signal shows that Qwest has had ample time to put in place processes for two-wire loops. In addition, the Qwest retail information in RPD (which is discussed below and which was withdrawn from CLEC availability as of April 29, 2006 per Qwest notice, see Ex. BJJ-44 in UT-063061) supports this conclusion.

Qwest needs to explain its statement that "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop" (Qwest March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) specifically with respect to these provisions documenting Qwest's obligation to provide CLECs with xDSL capable loops, including HDSL, using both the NC and NCI codes.

NCI Codes

The second sentence of Qwest's Response refers specifically to the NCI codes. Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (e.g., NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its denial of Integra's CMP Escalation re. CR PC020409-1EX that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. It sheds no light on why Qwest then refuses to comply with the NCI code for xDSL Capable Loops, as it is required to do by the ICAs and industry standards.

Qwest states: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only." This statement, and the entire first paragraph of Qwest's Response, are just another way of saying that Qwest does not provision to the full NC/NCI codes but instead only takes the "NC" code into account (as discussed above and in Integra's CR). The SGATs and ICAs, however, require Qwest to comply with the full "NC/NCI codes" (plural). (See, e.g., §§ 9.2.2.1.1-9.2.2.1.2, quoted above.) They do not use the term "NC" without "NCI," nor do they say that Qwest may comply with the NC code while ignoring the NCI code or treating it as informational.

Qwest goes on to say that Qwest's technical publication states that the NCI codes are informational only ("as stated in"). That is incorrect. Qwest's technical publication 77384 states on page 3-6 in Section 3.4.3 that the NCI codes are "informative to Qwest" and adds that the "customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit." Once informed of the customer's specifications, Qwest must take them into account. Specifically, Qwest's publication states on page 3-6 in Section 3.6 (with emphasis added) that an NCI code "tells a Qwest engineer and the circuit design system, of specific technical, customer requirements at a Network Interface." Per the ICAs,

Qwest cannot ignore these customer requirements and must comply with them. In other words, Qwest must provide the product in the manner requested by CLEC.

The NCI codes "communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" because – unlike with a DS1 Capable Loop when Qwest provides the equipment on each end – for xDSL capable loops, CLECs provide that equipment at the customer premises and in the central office. Therefore, CLECs use the NCI code to communicate this information to Qwest.

When CLECs order DS1 Capable Loops, Qwest sometimes provisions the loops using HDSL2, though Qwest charges the DS1 Capable Loop rate. Integra does not contest that practice in its CR, because that is a different situation. In that situation, Integra expects to pay the DS1 Capable Loop rate because Integra ordered a DS1 Capable Loop (via NC/NCI codes specific to DS1 Capable Loop). Significantly, in that situation, Qwest provides the HDSL2 equipment (and performs the work associated with doing so). Therefore, what Qwest describes (in its Denial of Integra's Escalation of CR PC020409-1EX) as a "much more costly" process for DS1 Capable Loops is a process applicable when Qwest provides its own equipment, which Qwest maintains and, as needed, repairs and replaces. In contrast, the situation with xDSL capable loops is that the CLEC provides the equipment (e.g., HDSL equipment) at both ends. By providing the equipment, the CLEC undertakes the maintenance, repair, and replacement of the equipment. As it is using its own equipment, the CLEC performs certain tasks for itself that it need not then pay Qwest to perform on its behalf. Similarly, the interval is and should be different because CLEC is performing this work for itself. Qwest needs to comply with the NCI codes to allow the process reflected in the ICAs and the industry standards to work as intended.

Qwest's insistence on cooperative testing in every case (discussed below) ignores this key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. This is particularly clear in Qwest's denial of Integra's CMP Escalation re. CR PC020409-1EX when Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." The entire ICA and industry regime of defining different types of xDSL (e.g., HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (e.g., NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements.

Loop Qualification Vis-à-Vis Facilities Assignment

Qwest concludes the first paragraph of its Response by stating: "The CLEC has responsibility to inspect the character of the facilities, e.g., gauge, length, etc. and determine that the facility is appropriate for their specific application." This is an interesting statement, given Qwest's position that CLECs cannot order a basic installation for an HDSL capable loop and retain responsibility for testing the loop, as described by Integra in its February 4, 2009 CMP comments on this CR and in its Escalation of CR PC020409-1EX. To the extent that Qwest is referring to loop qualification, the CLECs' responsibilities in that regard are already addressed in the SGATs and ICAs (see, e.g., SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ADSL Loop Qualification tools, the following message may be returned: "Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL." (See Qwest Notice PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through the CR denial and Escalation Denial – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available for the type of loop ordered by the CLEC. (See also Integra's CR PC020409-1EX and Integra's associated Escalation, which deal with a sub-set of the issues in this CR as to HDSL. Facilities assignment of all xDSL capable loops, including HDSL and HDSL2, are part of this CR.) Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest

will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Since then, Qwest has confirmed (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in §9.2.6.1 above) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

In Qwest's denial of Integra's Escalation re. CR PC020409-1EX, Qwest also admits that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

As discussed above, in addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information that Integra requested in its CR and in its Escalation re. CR PC020409-1EX regarding Qwest's retail facilities assignment process. To determine whether the processes are nondiscriminatory, however, Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of this CR led CLECs to believe that Qwest's retail facilities assignment process used an existing Universal Service Ordering Code (USOC) that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information.

About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's retail ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers."

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers.

<u>Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation</u>

Despite all of the above, Qwest concludes erroneously in its Response that "Qwest is under no obligation to provide the product in the manner requested by CLEC" and it has "no obligation to provide Non-Loaded Loops in this manner." Qwest states:

> "Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request."

Qwest's reference to "good faith" appears to be an attempt to suggest that CLECs are not negotiating in good faith unless they capitulate to Qwest's demand for cooperative testing for xDSL capable loop installations. The suggestion is wrong and unfair. CLECs have taken the time to provide extensive information and citations to Qwest, much of which Qwest leaves unanswered in its Response. CLECs have expressed flexibility in how a solution is implemented, whereas Qwest has expressed a take-it-or-leave-it position on cooperative testing. CLECs already have long-established rights under their existing ICAs (quoted above) to both (1) basic installation for xDSL capable loop installations at Commission approved rates, and (2) access to xDSL capable loops in compliance with industry standards. Qwest is withholding services to which CLECs are entitled to force CLECs to give up their existing right to basic installations. This is not an ICA

negotiation. Qwest is supposed to have implemented processes to effectuate these long-established ICA rights and, not having done so, needs to implement them now.

Ongoing Economic Consequences to CLECs

After dismissing without even acknowledging the many Integra-provided citations to the ICAs and FCC orders and rules as not obligating Qwest to provide the product in the manner requested by CLEC, Qwest states that the decision then "becomes one of economics." Requiring cooperative testing for every xDSL Capable Loop installation, however, would be an additional financial cost to CLECs, in addition to the adverse economic consequences that exist today because of Qwest's failure to comply to date.

As discussed above, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement "to perform cooperative testing." Cooperative testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) before the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC as identified via the NC/NCI codes, will help ensure fewer problems when the testing stage is reached. In CMP, Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. Qwest confirmed in its denial of Integra's Change Request (CR) #PC082808-1IGX that Qwest does not perform this testing for its own retail customers. Qwest hooks up the facility, and it "works or doesn't work." When the loop is an xDSL Capable Loop, the CLEC is providing the equipment at both ends. Therefore, the CLEC should also be able to hook up its equipment, determine if it works or does not work, and proceed accordingly, just as Qwest does for itself and its customers.

Qwest's insistence that CLEC be present and cooperatively test when Qwest delivers the loop is an attempt by Qwest to dictate CLEC's use of its own resources. Qwest appears to wrongly assume that CLEC would be present at delivery anyway, which is incorrect. Though Integra hooks up its own equipment, Integra needs to control the timing of that activity to most efficiently use its own resources and, when necessary, to coordinate with others (e.g., contractors, customers, vendors, etc.). Qwest's proposal would impose costs on CLECs associated with Qwest dictating the timing and use of CLEC's resources. In

contrast, Integra's approach does not impose those costs on Qwest. Qwest delivers the loop, as Qwest is already compensated to do per the Commissions' approved rates for basic installation. As discussed below, if Qwest assigns a loop per the NCI codes, in most cases the loop should work as intended. Therefore, no joint testing or repair at installation is required except in the minority of situations (which the ICAs already address). If for some reason a CLEC desires to dictate timing and use of Qwest's resources, the CLEC may choose the cooperative testing installation "option" and then Qwest is compensated for use of those resources with the Commission approved rates for cooperative testing.

Qwest's proposal to impose cooperative testing upon CLECs for every installation is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Integra would need to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (and should work, if Qwest assigns proper facilities in the first place). In its denial of Integra's CMP Escalation re. CR PC020409-1EX, Qwest complains of unspecified "additional work relating to provisioning and dispatch." Qwest's cooperative testing proposal, however, would clearly impose additional work relating to provisioning and dispatch upon CLEC in every one of these cases. And, even without Qwest's cooperative testing proposal, Qwest's current practices already impose additional work on CLECs every time Qwest delivers a loop that is not capable of supporting the requested service. Qwest refuses to abide by its obligation to assign a loop per the NC/NCI codes and then seeks to address any problems that result from its own failure to respect the NCI code by requiring CLECs to engage in and pay for joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines (including NCI code), in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment (just as Qwest, for its retail customers, performs tests once it hooks up its equipment, see above). Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. [This assumes that Qwest is not enforcing a policy in violation of 47 CFR §51.319(a)(1)(iii)(C) of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient and less costly than Qwest's proposal to require joint testing for 100% of installations.

Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the ICAs and industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Qwest states that without tying implementation of the CR to its additional demand for cooperative testing in every case, CR implementation "economically not feasible for Qwest." Requiring cooperative testing for every installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above). Qwest's proposal would impose unnecessary expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the CR to allow Qwest's facility assignment system to assign a qualified facility capable of supporting the requested service (instead of, e.g., erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's comments are particularly frustrating because Qwest is incorrectly saying CLECs may do to Qwest what Qwest has in fact already done to CLECs. By ignoring the NCI code and assigning the wrong loop type, Qwest is currently creating liability for CLECs by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of violation of Qwest's obligation to assign and provision xDSL capable loops in

compliance with industry standards, including the NCI code. The consequences of that conduct belong with Qwest, not CLECs.

Qwest's tying of cooperative testing to moving forward at all with this CR also ignores the significant repair and network maintenance and modernization aspects of the CR. (See, e.g., the May 2008 repair example in the CR.) Existing customers are already on the service, so the issue of which installation option (e.g., basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to the previous data levels. (See, e.g., ICA §9.1.9; Qwest-Eschelon arbitration issue 9-33.) Qwest shall not (contrary to current practice) restrict testing to voice parameters. [See 47 CFR §51.319(a)(1)(iii)(C).]

- Business need and impact

Qwest admits that it complies only with the "NC" code and not the "NCI code." Qwest also admits its processes/systems currently do not assign a facility capable of supporting the type of xDSL service requested by a CLEC. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended. Qwest also admits that it is seeking to impose upon CLECs testing that it does not perform for itself and its customers. CLECs' rights under the ICAs and the law are clear and long-standing. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue. A key CLEC business need is for Qwest to implement the CR without delay to correct these problems.

Regarding the significant impact upon CLECs, competition, and end user customers, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR. Contrary to Qwest's claim in its denial of Integra's CR PC082808-1IGX that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. As illustrated by the above example in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, customers – including CLEC customers of Qwest's – need to receive the product ordered and are harmed when the wrong product is delivered. The ICAs and industry standards already have a regime in place for CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC by using the NC/NCI codes. If Qwest's current processes (including its technical publications) do not allow a CLEC to

order a product (e.g., HDSL2) in the manner the product is defined as indicated by the full NC/NCI code, then Qwest's processes are out of compliance and need to be brought into compliance. To the extent that Qwest's processes (including technical publications) are inconsistent with industry standards, they should be revised. To the extent that Qwest's processes (including technical publications) are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra's CR focuses on achieving the desired result (providing the product requested by the CLEC), not a particular manner of implementation. For example, because Qwest has denied Integra's request for implementation of a USOC, then Qwest needs to implement another solution(s) to address these problems. Qwest should reverse its denial of this CR and work collaboratively and quickly toward that goal.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:50 PM
To: 'Cmp, Escalation'; Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'; Nora Torrez (nora.torrez@twtelecom.com)
Cc: 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark; Johnson, Bonnie J.
Subject: Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Integra's position response is below and also attached as a document.

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available for the type of loop ordered by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does not replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular

the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, e.g., SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ADSL Loop Qualification tools, the following message may be returned: "Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL." (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only

other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available for the type of loop ordered by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to

perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (e.g., HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (e.g., NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in

InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's retail ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

integra TELECOM
Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Clauson, Karen L.
Sent: Friday, March 20, 2009 4:55 PM
To: 'Salverda, Kathleen'; Butler, Daphne; Hartl, Deborah; Coffin, Kristi; Interconnection Agreements; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Nieb, Keith; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.
Subject: RE: ICA notice

Larry, Kathy, Qwest:

Enclosed is a notice letter with its enclosures. Qwest will receive a hard copy by overnight delivery.

Karen

integra TELECOM

Integra Telecom
6160 Golden Hills Drive
Golden Valley, MN 55416
www.integratelecom.com

March 20, 2009

VIA OVERNIGHT DELIVERY
Director – Interconnection Compliance &
Qwest Legal Department
Qwest Corporation
1801 California, Room 2410
Denver, CO 80202

RE: Written ICA notice – compliance with the Act and ICAs – xDSL capable loops

Dear Sir or Madam:

On March 6, 2009, Integra and its affiliated entities ("Integra") sent a written request to Qwest asking Qwest to distribute an e-mail notification to the Change Management Process ("CMP") Body with a copy of that letter and its enclosure, consistent with Section 2.6 of the CMP Document, and also notifying Qwest that it needs to comply with the Act and the interconnection agreements ("ICAs") regarding appropriate and nondiscriminatory access to digital capable loops (and should have been doing so all along). Qwest has not yet responded or distributed the notice.

On March 11, 2009, Qwest sent an email to Integra enclosing a letter asking for additional information. Integra responded the same day, and Integra provided a copy of that response, as well as additional information, in a March 12, 2009 letter to Qwest.

With this letter, Integra again notifies Qwest that it needs to comply with that Act and the ICAs regarding xDSL capable loops and provides additional information. Enclosed and incorporated in this notice are copies of Integra and its affiliated entities' ("Integra's") CMP Escalation of Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]; and Integra's CMP response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations to the ICAs, as well as the law.

It seems self-evident that, if Integra orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to Integra. For example, the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the

Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"] define xDSL-capable loops in Section 4.0 to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to Integra. There is a specific mechanism, set forth in these ICAs, for Integra to identify and Qwest to provision the particular type of loop ordered by Integra. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when Integra requests a specific type of xDSL capable loop (*e.g.*, via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (*e.g.*, a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require Integra to order a different, more expensive product (*e.g.*, a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code ***and the NCI code*** (*e.g.*, §§9.2.2.1.1 & 9.2.2.1.2), Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow Integra to order a product (*e.g.*, HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. Integra needs certainty in its business and operational planning, and it needs to meet its end user customers' expectations. Qwest needs to provide the particular product requested by Integra.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

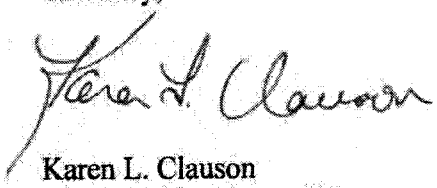
The issue is not limited to loop delivery/installation. Integra provided a May 2008 repair example to Qwest service management and CMP. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 CMP written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (See

Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.) The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Please review the testimony and arbitration orders relating to Issue 9-33 and explain how the position expressed by a Qwest in the quote below (and confirmed more recently in CMP) complies with the those arbitration rulings, the Eschelon ICAs, industry standards (identified in the enclosed CMP Escalation of the Denial of CR PC082808-1IGX), and 47 CFR §51.319(a)(1)(iii)(C). In a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added):

> "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop."

Qwest is operating as though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Because Qwest will only test HDSL at 1004 HZ (*i.e.*, voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – Qwest's processes, technical publication, and PCAT need to be promptly revised. Integra has raised this issue with Qwest service management, Qwest executives, Qwest CMP, Qwest's attorney, Qwest's formal written contract notice process, and Qwest's contract negotiators, which it has been forced to do as Qwest has directed Integra to various groups, and because no solution has been implemented. Integra has demonstrated its flexibility in working with whichever group at Qwest is proffered as the correct unit to resolve the issue and its flexibility in terms of the manner in which a solution is implemented. Qwest needs to recognize its obligations and promptly proceed toward a solution consistent with the requirements of the Act and the ICA. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue.

Sincerely,



Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
763-745-8461 (direct)

cc: Qwest Law Department
Attention: General Counsel, Interconnection
1801 California Street, 51st Floor
Denver, CO 80202

Qwest, by email to: intagree@qwest.com; cmpcr@qwest.com; Daphne Butler, Kathleen Salverda, Deborah Hartl, Kristi Coffin, Larry Christensen, Lynn Stecklein, Charles King, Nicole Martin, Keith Neib, Steve Dea, Ken Beck

Integra by email to: Bonnie Johnson, Jeff Oxley, Doug Denney, Steve Fisher

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 27, 2009 5:21 PM
To: Johnson, Bonnie J.; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'
Subject: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Attached is the Qwest binding response to the escalation of PC082808-1IGXES Denied which was submitted March 20, 2009 and acknowledged by Qwest on March 23, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
CMP Project Manager
402 422-4999

Escalation #45 Regarding Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

March 27, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

This letter is Qwest's binding response to your March 20, 2009 escalation regarding PC082808-1IGXES. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate.

Integra and its affiliated entities ("Integra") escalated Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGXES, entitled "Design, Provision, Test (emphasis added) and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"].

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop. One of these tools is the Raw Loop Data tool which depicts the composition of the loop e.g., gauge, length, etc.

As required per the CMP document, Qwest attempted to work collaboratively with the CLEC community by holding clarification calls, Ad Hoc meetings, and discussion in the monthly CMP meeting to review this Integra Change Request. The purpose of these meetings was to clarify all aspects of the CR and determine appropriate deliverables. After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive. Qwest did not deviate from the CMP requirements.

In regard to Integra's claim that the Qwest is non-responsive and the written denial inadequate, Qwest believes the discussion in the CMP meetings and the related meeting minutes adequately covered the topics requested and answered the Integra questions. However, if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it

uses for its own retail product that require a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product for instance, when selecting the loop, but at CLEC request, Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to the DS-1 service uses the same assignment process as that used for the CLECs. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same manual design process by ordering Qwest's unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS1 provisioning processes. This product is called DS-1 Loops. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

As part of the Qwest overall response to this CR, Qwest has proposed inclusion of Cooperative Testing as requested in the original CR. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Cooperative Testing, the implementation of this CR becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR continues to be denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform Cooperative Testing, the implementation of this product becomes a financial liability to Qwest and is economically not feasible.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

From: Nieb, Keith [mailto:Keith.Nieb@qwest.com]
Sent: Wednesday, April 01, 2009 12:07 PM
To: Clauson, Karen L.
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Butler, Daphne; Coffin, Kristi; Interconnection Agreements; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.; Salverda, Kathleen; Hartl, Deborah; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Subject: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Dear Ms. Clauson:

At the direction of Daphne Butler, please find attached a copy of Daphne's response to your above-referenced letters. We will be sending you a paper copy of the attachment via overnight mail.

Qwest
1801 California Street, 10th Floor
Denver, Colorado 80202
Phone 303 383-6653
Facsimile 303 896-1107

Daphne E. Butler
Corporate Counsel

April 1, 2009

VIA EMAIL AND OVERNIGHT MAIL

Karen L. Clauson
Vice President, Law & Policy
Integra Telecom, Inc.
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

Re: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Dear Ms. Clauson:

Integra's letter of March 6, 2009 encloses an excerpt of a communication with Liberty Consulting Group related to PIDs, and Integra's request that a PID "should be developed to help ensure appropriate and nondiscriminatory assignment of facilities for the products ordered by CLECs." You also intended the March 6, 2009 letter as a request under Section 2.6 of the Change Management Process Document that Qwest distribute to the CMP Body the March 6, 2009 letter and its enclosed excerpt from Integra's Liberty Consulting Group communication. In that excerpt Integra accuses Qwest of engaging in discriminatory facilities assignment. As explained in your letter of March 12, 2009, you also intended the March 6 letter to provide notice to Qwest of Integra's accusation that Qwest is not complying with the Telecommunications Act of 1996 and obligations in certain Qwest-Integra interconnection agreements ("ICAs") with respect to facilities assignment.

As you know, Liberty Consulting Group is not the PID Administration Group, as contemplated by Section 2.6 of the CMP Document. Moreover, there is no PID Administration Group that considers requests for new PIDs. Your March 6 letter reveals an outdated provision in the CMP Document. The process that Integra should have used is the PID/PAP - Request to Modify process found on the Qwest wholesale website at the following link: http://www.qwest.com/wholesale/clecs/reqmodpid.html. The process

includes notifications to CLECs. Please work with your service manager to submit the form and follow the process flow established in the process. We will work with the CLEC community to update our CMP documentation so that it reflects the current forum for considering PID/PAP modifications. The current language is outdated and reflects the original thought we had about having a long term PID administration group. Because the Request to Modify process includes notification to CLECs, and because your March 6 letter and excerpted communication with Liberty Consulting Group is not a communication with the PID Administration Group, Qwest will not distribute the March 6 letter and excerpt to the CMP Body.

You also allege that Qwest is engaging in discriminatory facilities assignment in violation of the Act and its ICAs. Specifically, in your email of March 11, and letter of March 12, you allege violation of sections (E)1.4 and (E)3.1 of the Electric Lightwave, Inc. ("ELI") Arizona ICA; sections 8.2.4.3.1 and 8.2.4.13 of the Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico, and Utah; sections 9.1.2, 9.1.9, 9.2.2.1.1, 9.2.2.1.2, 9.2.2.3, and 12.1.6 of the Eschelon ICAs in Minnesota, Oregon, Utah and Washington; and Attachment 3, section 2.1 of the Integra Oregon ICA. You also listed some agreements that have not yet been approved. These allegations of discriminatory facilities assignment are also incorrect. Qwest is in compliance with the Act and its ICAs. Specifically, you claim that Qwest is not properly provisioning or repairing unbundled loops capable of providing high-bit rate digital subscriber line services ("HDSL"). In section 9.2.1.3 of the Qwest-Eschelon Minnesota ICA, Qwest and Eschelon agree that "DS1 Loops include, but are not limited to, two-wire and four-wire copper Loops capable of providing [HDSL], including T1 services." Section 9.2.1.3 of the Qwest-Eschelon Oregon ICA contains the same provision. Despite this agreement that a DS1 Loop includes a two-wire or four-wire loop capable of providing HDSL, Integra now claims that the ICA allows Eschelon to order an xDSL loop and have Qwest assure that the xDSL loop will meet the technical standards for placing HDSL on the facility. Integra complains that it should not have to order a DS1 Loop in order to get a facility that is assured of being able to transmit an HDSL signal.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail product that requires a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail product, when selecting the loop, but at CLEC request Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to Qwest's retail DS-1 service, including service using the HDSL protocol, is via the same assignment process as that used for the CLECs with unbundled DS1 Loops. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same design process by ordering Qwest's

unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers ordering unbundled DS-1 Loops with an equivalent product as it does for Qwest's own DS1 provisioning processes. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what Integra seeks. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Similarly, section (E)3.2.11 of the ELI Arizona ICA states that Qwest "does not warrant that Unbundled Loops are compatible with any specific facilities or equipment or can be used for any particular purpose or service." Sections 8.2.4.2 and 8.2.4.3 of the Integra Arizona ICA contains similar language. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop.

Similarly, turning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work. Section (E)3.2.11 of the ELI Arizona ICA says that Qwest's modernization efforts may "result in minor changes in transmission parameters." By contrast, if Integra has ordered, and Qwest has provisioned, a DS1 Loop, then Qwest does have an obligation to repair it to the standard that HDSL will continue to work.

Sincerely,

Daphne E. Butler

From: Clauson, Karen L.
Sent: Wednesday, April 01, 2009 12:32 PM
To: 'Nieb, Keith'; Denney, Douglas K.; Johnson, Bonnie J.; Fisher, Steve; Butler, Daphne; Coffin, Kristi; Interconnection Agreements; Wigger, Dan J.; Kowalczyk, Jill; Olson, Joan M.; Salverda, Kathleen; Hartl, Deborah; Christensen, Larry; Stecklein, Lynn; 'charlesking@optonline.net'; 'nicolemartin@gmail.com'; Dea, Steve; Beck, Ken; 'cmpcr@qwest.com'; Urevig, Rita
Cc: Topp, Jason; Devaney, John (Perkins Coie)
Subject: RE: Your letters of March 6, 2009, March 12, 2009, and March 20, 2009

Qwest:
As you know, we disagree. As you also know, our response to Qwest's denial of our escalation in CMP is due on Friday. We will provide a written response to you via the ICA notice provisions after we have provided our response in CMP. As I will be traveling on business next week, it may be the week after.

In the meantime, please review the enclosed letter with your attorneys, including the Qwest attorneys involved in the Qwest-Eschelon ICA arbitrations (and specifically Issue 9-33, Network Maintenance and Modernization regarding ICA Section 9.1.9). Although you single out an ELI contract (and know that we disagree as to Qwest's reading of the word "minor"), you do not address the arbitrated Eschelon ICA language, though those contracts were clearly cited by us as ICAs containing provisions which Qwest is breaching. The policy expressed in Qwest's last paragraph, in addition to violating the ICA, also appears to us to violate those Commission orders. If Qwest would like to re-consider its position, please send a revised letter explaining Qwest's position in light of the rulings on Issue 9-33. If not, we will further address this issue, along with the others, in our written response via the ICA notice provisions (including, as before, the Qwest-Eschelon arbitrated ICAs).

Karen

From: Johnson, Bonnie J.
Sent: Friday, April 03, 2009 1:54 PM
To: 'Cmp, Escalation'; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'; Johnson, Bonnie J.
Subject: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

I am attaching Integra's position statement.

integra TELECOM
Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

To: Qwest CMP
From: Integra and its Affiliates
Date: April 3, 2009
Subject: Position Statement, CR #PC082808-1IGXES

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 27, 2009 Binding Response in which Qwest denies Integra's CMP Escalation (Escalation #45) regarding Change Request (CR) PC082808-1IGXES, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. CLECs joining the escalation include Comcast, TDS Metrocom, Velocity Telephone, McLeodUSA Telecommunications Services, Inc. (d/b/a) PAETEC Business Services, AT&T, Jaguar Communications, and tw telecom inc. ("Joining CLECs"). Given that Qwest leaves much of the escalation unanswered (as discussed below), Integra incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

Qwest has tied any resolution of the issues (including repairs months or even years after installation) to its insistence on cooperative testing for every single xDSL capable loop installation (even when CLECs have a contractual right to basic installations at Commission-approved rates). Any suggestion that CLECs, and Integra "specifically," will not work and test cooperatively with Qwest because they disagree with Qwest's position is a myth. Integra has made it clear that it is fully willing to participate in joint testing when joint testing is actually needed (as opposed to 100% of installations). Of course Integra disagrees with Qwest's unyielding position that CLECs must conduct unnecessary testing and work in an inefficient manner. (See "Ongoing Economic Consequences to CLECs," Escalation #45, pp. 17-20.)

Qwest incorrectly claims that cooperative testing was "requested in the original CR." (Qwest Binding Response, ¶7) and apparently relies upon the word "test" in the CR's title as its basis for this erroneous claim (id. ¶2, placing the word "test" in bold and indicating emphasis was added). The title not only cannot in fairness be read in that manner [see, e.g., use of "test" in 47 CFR §51.319(a)(1)(iii)(C)], but also Integra has expressly explained to Qwest on several occasions that Integra did not, and is not, requesting new or cooperative testing. (See, e.g., Integra's February 4, 2009 CMP comments as to this CR, pp. 1-2.) The fact that Qwest continues to represent that Integra requested cooperative testing when it knows otherwise does not further resolution of the issues. As Integra has repeatedly explained, as to installations, Integra will hook up and then conduct its own testing, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.) As to repairs (whether immediately after installation or later), Integra is not requesting additional testing; it is only requesting that if testing is needed it be performed

per the appropriate performance parameters for that loop type consistent with industry standards (including those relating to NCI codes).

NCI Codes

Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. To the extent that Qwest has not implemented these codes, it needs to do so.

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (e.g., NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

Qwest's obligation to comply with industry standards is a separate obligation, in addition to its obligation not to discriminate. For example, the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota specifically state in Section 12.4.3.5: "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard." (See Escalation #45, pp. 4, 7 & 11.) Consistent with the position taken by Qwest in its Binding Response that ICA issues are not appropriate for CMP, Integra and Eschelon have previously raised the ICA provisions with Qwest's legal and ICA teams (as well as Qwest's service management team and executives). Those teams at Qwest, however, have also failed to respond to this specifically identified ICA provision. Integra will raise the ICA provisions with those Qwest teams once again. Irrespective of any ICA language, Qwest has not explained its position that Qwest need not comply with industry standards for NCI codes, even though its own documentation (quoted below) recognizes their significant function.

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs,

which are caused by Qwest, would be minimized or eliminated. (See, e.g., Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes are used to determine the specifications of the facility you are ordering. Each unique combination sends a different set of instructions to Qwest technicians." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)
>
> "Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable by the ANSI Standards).... Qwest will remove Load Coils and/or interfering Bridged Tap for 2-Wire and 4-Wire Non-Loaded Loops, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services specified in the NC/NCI code combination will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc
>
> See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

Therefore, it is not as though Qwest was unaware of these industry standards or the intended purpose of the industry NCI codes. CLECs should not suffer the consequences of Qwest's choice to ignore those codes when developing its products and processes or costs, if any, to correct the problems resulting from that choice.

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, e.g., already places the NC/NCI codes on orders, to the extent Qwest recognizes

the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

Qwest Policy of Restricting Testing to Voice Transmission Levels and Conducting Repairs Without Regard to Industry NCI Codes

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (e.g., HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

Section 47 CFR §51.319(a)(1)(iii)(C) provides (with emphasis added): "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." (See Escalation #45, pp. 3, 4, 6, 10, 18, & 20.)

A policy change (with associated direction to and training of Qwest personnel) is required, as Qwest admits that its current policy is not to restore service:

> "[T]urning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work." See Qwest Corporate Counsel April 1, 2009 letter to Integra.
>
> "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." See Qwest March 13, 2009 Denial of Integra's CMP Escalation re. CR PC020409-1EX; see also Qwest March 27, 2009 Denial (Binding Response) of escalation of this CR, p. 2 ("absent the obligation to provide an HDSL Capable Loop").

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

When CLECs order xDSL capable loops, Qwest does not assign the best (most qualified) loop for the type of loop ordered. In fact, Qwest previously directed Integra to order an ADSL loop when Integra desires working HDSL2 service (see Escalation #45, p.5), even though Qwest has since admitted that its earlier direction would create spectrum management issues (see 3/26/09 loop qualification ad hoc call minutes). Qwest is obligated by industry standards and in many cases by contract to comply with both the NC and NCI codes, but Qwest admits it does not comply with the NCI codes (see below). The solution to this problem does not require any additional testing at installation. As Qwest admits, for Qwest's retail DS1 service (which Qwest has admitted may be delivered using HDSL2 technology, see RVP email), Qwest assigns the "best loop" (Qwest Binding Response, Escalation #44, ¶5, p. 1), even though "Qwest does not perform this function [additional testing] for its own retail DS-1 provisioning processes" (both Qwest Binding Responses, ¶7, p. 2, first bullet point). This shows it is technically feasible to assign the most qualified loop without additional testing at installation in every case. Further evidence of this is found in Qwest's retail ordering process documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

> The "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." (See Escalation #45, p. 16. Qwest failed to address this point in its Binding Response.)

Qwest points out that the other product (DS1 capable loop) is more expensive, apparently suggesting that, to get more, you have to pay more. But, for DS1 capable loops, Qwest provides equipment that, with xDSL capable loops, CLECs provide. (See Escalation #45, p. 13.) Qwest is the party that sought each of the rates for each of the installation options, during a time period when xDSL capable loops were also available to CLECs per the law, many ICAs, and industry standards. Via Qwest's own pricing proposal, the installation options (including basic) apply to xDSL capable loops. State commissions have approved basic installation rates applicable to all types of xDSL capable loops. Integra disagrees that Qwest incurs additional costs. With xDSL, Integra not only provides the equipment at both ends, but also Integra then performs the testing that Qwest performs for itself when it provides the equipment. If Qwest is claiming it made a pricing error, however, its remedy is not to deny service to which CLECs are entitled but to seek cost relief from the state commissions.

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (id.), which is

also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, e.g., Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

> "According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters." See Qwest's Regional Vice President (RVP) June 5, 2008 email to Integra.

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (i.e., a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> > *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.
>
> Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

A Simple Request to Receive the Product Ordered Does Not Equate to an Unreasonable Request for an Impossible Guarantee, as Qwest Claims

Integra is not seeking a guarantee that every xDSL capable loop can carry the specific xDSL loop type ordered by a CLEC (e.g., HDSL), as Qwest alleges in both Binding Responses. (See Escalation #45, pp. 13 & 20.) First, CLECs perform loop pre-qualification to determine whether, according to Qwest's records, loops exist that should be capable of transmitting the applicable xDSL signal. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request. (See Escalation #45, p. 14.) Second, if Qwest uses both the NC and NCI codes appropriately, the requested loop will not have to support every type of digital signal but only the one requested by the CLEC. In its Binding Response, ¶3, Qwest states that "some but not all xDSL loops are able to transmit HDSL." When a CLEC via the NC/NCI codes specifies HDSL, the NCI codes allow Qwest to sort out those xDSL loops and, of all the xDSL capable loops, assign one of the ones that is capable of transmitting HDSL.

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

This is different from Qwest's current practice, which Qwest claims uses the same loop selection process for one type of loop (retail ADSL – which Qwest has grandparented and said there is no certainty of it even being a feasible product, Escalation #45, pp. 14-15), regardless of the type of loop ordered (e.g., HDSL), and which Qwest admits, in Binding Response #44, ¶5, is "quite different" from a process that "picks the best loop" (though the fact that Qwest can pick the best loop for another product establishes that it can be done). Also, although Qwest claims to use the retail ADSL digital product selection process for HDSL digital capable loops, Qwest's admission (see above) that it restricts testing of 2/4 wire non-loaded loops to analog (1004 Hz) levels indicates that the loop selection process for CLECs is inferior to the selection process for retail ADSL (even assuming it were appropriate to use an assignment process for one loop type for all other loops types, though the industry standards assign them each a unique NCI/NCI code combination). Regarding ADSL when a CLEC requests ADSL, Qwest must meet applicable industry standards and contractual obligations, regardless of what it said in its unilateral notices (to which Integra objected). That does not mean that Qwest can require use of ADSL when a CLEC requests HDSL.

The chance that the loop will work as intended and per applicable standards should not be reduced because a CLEC exercises it right to order an xDSL capable loop and use its own

equipment instead of a different digital product to which it is also entitled (DSL capable loop). The FCC found that CLECs are impaired without access to both "high-capacity lines" and "xDSL-capable loops." (TRO ¶¶ 23 & 642; see Escalation #45, pp. 8-9.) Qwest cannot make an unreliable ADSL product or DS1 capable loops the only vehicles for obtaining T1 or HDSL2 transmission parameters. The Qwest RVP June 2008 email (see above and Escalation #45, p. 5) and Qwest's Binding Response at ¶ 6, however, confirm that this is precisely how Qwest has chosen to design its products and processes. Therefore, Qwest needs to modify those products and processes.

As illustrated by the example in Escalation #45 in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, it is a completely unsatisfactory result for Qwest to provide a response that is the equivalent of saying, "hey, we delivered a pizza." The customer did not receive the product ordered and, as a result, the customer is harmed.

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

In Escalation #45 on March 20, 2009, Integra addressed points raised by Qwest in its March 13, 2009 Denial of Escalation #44 relating to CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Although Integra took the time and resources to specifically address in its escalation each point in an attempt to clarify and resolve these issues, Qwest ignores the detailed information provided by Integra. Instead, Qwest simply repeats the same information (often word-for-word) on March 27, 2009, as if Integra had not already replied to each of those points on March 20th, as follows:

Qwest 3/27/09 Denial Escalation #45	Qwest 3/13/09 Denial Escalation #44
¶3, p. 1	¶6, p. 2 (word-for-word)
¶4, p. 1	¶7,p. 2 (similar portions re. complete/ partial solution & CMP discussions)
¶6, p. 2, first sentence only	¶4, p. 1 (word-for-word)
¶6, p. 2, remainder of paragraph	¶5, pp. 1-2 (virtually word-for-word)
¶7, p. 2 including bullet points	¶7, p. 2 (word-for-word, except first sentence)
¶8, p. 2	¶8, p. 2 (virtually word-for-word)

The problem this creates, in terms of resolving these issues (as well as Qwest's CMP obligation to provide a response), is that Qwest's Binding Response completely fails to address Integra's March 20, 2009 bases for escalation of these issues. This negates Qwest's claim that it is attempting to "move forward via CMP."

Qwest Non-Responsiveness to Citations to SGATs, ICAs, and Law, and Qwest Position Regarding the Scope of CMP

Integra said, in its Escalation #45, p. 3: "Because Qwest's Response hinges on whether it has any 'obligation' in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is 'legal,' the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP."

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

In its Binding Response, ¶5, Qwest said "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." Integra is pleased that Qwest has come around to this view, though disappointed that Qwest did not reach this conclusion earlier to avoid the delay caused by Qwest insisting on use of CMP for these very issues. Integra has brought its issues to Qwest's legal and ICA teams and expects them to honor Qwest's stated position in its Binding Response. Integra awaits a response from Qwest that discusses the provisions cited by Integra.

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, e.g., Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at

Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

Qwest's tying of cooperative testing to moving forward at all with this CR ignores the significant aspects of the CR dealing with repairs following Qwest network maintenance and modernization activities. (See, e.g., the May 2008 repair example in the CR; see also "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in Integra's February 4, 2009 written comments.) In these situations, existing customers are already on the service and it has been working as intended for digital purposes for months or even years. Therefore, the issue of which installation option (e.g., basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to acceptable levels to be compliant with industry standards for the type of loop requested. [See also 47 CFR §51.319(a)(1)(iii)(C), quoted above.]

The network maintenance and modernization issue was arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (For docket numbers and the Minnesota Eschelon ICA language, see Escalation #45, p. 9.) Other CLECs have the same language in Section 9.1.9 of their ICAs. (See, e.g., in Minnesota, Section 9.1.9 of the ICAs of Integra, NorthStar Access, Otter Tail Telecom, Popp.com, 702 Communications and US Link/dba TDS Metrocom.) The Qwest-Eschelon Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to implement this ICA provision for CLECs with such language in their ICAs. Though Qwest Corporate Counsel confirmed Qwest's contrary position as to all CLECs, Integra has asked that the Qwest's attorneys, including the Qwest attorneys representing Qwest in those arbitrations, take another look at Qwest's position.

Qwest Non-Responsiveness and Loop Qualification

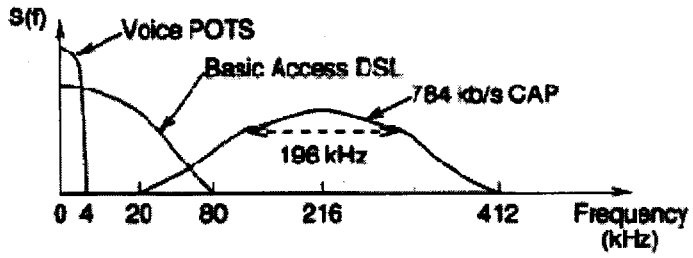
On March 27th Qwest repeated word-for-word its previous March 13th position regarding its Raw Loop Data tool "which depicts the composition of the loop e.g., gauge, length, etc.)," even though on March 20, 2009 Integra expressly addressed Qwest's position on loop qualification. In the section of its Escalation #45 entitled "Loop Qualification Vis-à-Vis Facilities Assignment" (see page 14), Integra explained why Qwest's point is inapplicable and the loop qualification tools do not satisfy the business need. Qwest's Binding Response leaves these reasons untouched. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest Non-Responsiveness and Industry Standards

Integra's Escalation #45 included sections entitled "Qwest Technical Publication Vis-à-Vis Industry Standards," including discussion of ANSI T1E1 (pp. 4-6), and "NCI Codes" (pp. 12-13). Is Qwest now claiming that industry standards and technical publications are inappropriate subjects for discussions in CMP? Qwest did not discuss these sections in its Binding Response, though Qwest is required to respond to Integra's escalation.

In Qwest's March 13, 2009 Denial of Integra's Provision Loops Per Request CR, Qwest relied heavily on technical standards. In that Denial, Qwest said that it has an obligation "to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384." Integra addressed Qwest technical publication 77384, as well as industry standards referenced in the technical publication, in its Escalation #45. In its Binding Response, Qwest does not dispute a single fact presented by Integra as to the meaning of the Qwest technical publication or the content and meaning of those industry standards. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional digital signals at the nominal rate of 1.544Mb/s," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "called Digital Signal 1 (DS1)." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ANSI T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ANSI Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on

the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Qwest's stated position that, if a "CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and will test the circuit at 1004 HZ" (see Qwest, RVP Ken Beck, June 5, 2008 email to Integra) is inconsistent with these industry standards and Qwest's own technical publication requiring Qwest to conform to the industry standard ANSI T1E1, Technical Report Number 28. In CMP, Qwest has not denied that the position stated in its RVP's email of June 2008 remains Qwest's current position, nor has Qwest indicated any willingness to change that position in light of the above ANSI standard information (as well as 47 CFR §51.319(a)(1)(iii)(C), which Qwest also fails to address in its Binding Response).

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends). See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

Qwest's Binding Response leaves the following information regarding vendor requirements and Qwest's own use of the vendor Adtran for HDSL untouched. Therefore, Qwest appears to accept the accuracy of the following section of Integra's Escalation #45 (p. 5), as Qwest made no attempt to dispute it:

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest Singling Out Integra

In its Binding Response, Qwest states: "After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive." It is unfortunate that, in the absence of a basis for its position, Qwest has resorted to making such a remark. Qwest is reminded that it may not retaliate against any CLEC for exercising its rights. Qwest should welcome active, vocal, informed participation in developing business solutions, rather than attempt to deter it with comments such as this.

Qwest's singling out of Integra is inaccurate, as well as unfair. Seven CLECs have joined this escalation. In addition, the CMP minutes reflect comments by other CLECs expressing concerns of their own, as well as indicating agreement with Integra. No CLEC expressed agreement in CMP to Qwest's approach.

In contrast to Qwest's single unchanging approach, Integra has demonstrated flexibility in attempting to move forward with solutions to these issues. Integra has offered, for example, to use an interim manual solution using existing fields/processes for facilities assignment (placing loop type in remarks) (see Integra Feb. 4, 2009 CMP comments, pp. 5-6). Integra also pursued USOC implementation (either via a separate CR or this one) as another approach that, according to Qwest, would be a more automated solution (even though it would initially address only one loop type, as it would be a start and offer learning for other products). Integra has also made it clear that for installations it will hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

Instead of collaboratively developing a means of implementing the deliverables requested on August 28, 2009 in the CR (e.g., "take into account NCI/SECNCI code standards, and not just the NC codes"), Qwest immediately announced its cooperative testing approach (in the first call after the Qwest evaluation stage, on Nov. 19, 2008); Qwest entrenched in that position even after CLECs pointed out numerous problems with the approach; and Qwest has been standing still with its take-it-or-leave-it cooperative testing position ever since. (See also "Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation," Escalation #45, p. 16-17.) This is true even as to repair of existing service, in situations in which cooperative testing has no application, as discussed above.

Integra asks Qwest to re-consider its position. Per Qwest's suggestion, Integra will once again go back to Qwest's legal and ICA teams to attempt to obtain resolution. Integra continues to reserve all its rights with respect to these issues.

ARBITRATED AGREEMENT FOR TERMS AND CONDITIONS FOR INTERCONNECTION, UNBUNDLED NETWORK ELEMENTS, ANCILLARY SERVICES, AND RESALE OF TELECOMMUNICATIONS SERVICES PROVIDED BY

QWEST CORPORATION

FOR

ESCHELON TELECOM OF MINNESOTA, INC.

IN THE STATE OF MINNESOTA

SECTION 1.0 - GENERAL TERMS

1.1 Intentionally Left Blank.

1.2 This Agreement is effective upon the approval of the Commission, and is between Eschelon Telecom of Minnesota, Inc (a "Competitive Local Exchange Carrier" or "CLEC"), a Minnesota corporation that has submitted a request, pursuant to this Agreement, to obtain Interconnection, access to Unbundled Network Elements, ancillary services, or resale of Telecommunications Services, and Qwest Corporation ("Qwest"), a Colorado corporation, pursuant to Section 252 of the Telecommunications Act of 1996, for each Party's particular purposes, including Qwest's purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. This Agreement is between CLEC and Qwest the Local Exchange Carrier, and not Qwest in its capacity as an Interexchange Carrier (IXC).

1.3 This Agreement sets forth the terms, conditions and pricing under which Qwest will offer and provide to any requesting CLEC network Interconnection, access to Unbundled Network Elements ("UNEs"), Ancillary Services and Telecommunications Services available for resale within the geographical areas in which both Parties are providing local Exchange Service at that time, and for which Qwest is the incumbent Local Exchange Carrier within the state of Minnesota (the "State") for purposes of providing local Telecommunications Services. Qwest shall provide such Interconnection, UNEs, Ancillary Services and Telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder. This Agreement is available for the term set forth herein.

1.4 Intentionally Left Blank.

1.5 Intentionally Left Blank.

1.6 Intentionally Left Blank.

1.7 This Agreement can only be amended in writing, executed by the duly authorized representatives of the Parties as further set forth in this Agreement.

1.7.1 If the Commission orders, or Qwest chooses to offer and CLEC desires to purchase new Interconnection services, access to additional Unbundled Network Elements (UNEs), additional Ancillary Services or Telecommunications Services available for resale which are not contained in the Statement of Generally Available Terms and Conditions (SGAT) or a Tariff, Qwest will notify CLEC of the availability of these new services through the Change Management Process (CMP). CLEC must first complete the relevant section(s) of the applicable product questionnaire to establish ordering and Billing processes. In addition, the Parties shall amend this Agreement under one (1) of the following two (2) options:

1.7.1.1 If CLEC is prepared to accept Qwest's terms and conditions for such new product, CLEC shall execute a form Advice Adoption Letter (the form of which is attached hereto as Exhibit L), to be furnished by Qwest, and include as an attachment, the discreet terms and conditions available on Qwest's wholesale web site, that Qwest has identified as pertaining to the new product. CLEC shall submit the Advice Adoption Letter to the Commission for its approval. CLEC shall also provide the Advice Adoption Letter to Qwest pursuant to the

that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are further addressed in Section 22. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within ninety (90) Days of the effective date of that order and any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within ninety (90) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the Agreement and Qwest's Tariffs, PCAT, methods and procedures, technical publications, policies, product notifications or other Qwest documentation relating to Qwest's or CLEC's rights or obligations under this Agreement, then the rates, terms and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms and conditions of this Agreement shall prevail.

denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCS, the requirements will be, at least, the aggregation of requirements on the "component" DCS. In locations where automated Cross Connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual Cross Connection. Interconnection is between a DSX or LGX to a Switch, another Cross Connection, or other service platform device.

"Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

"Digital Signal Level 0" or "DS0" is the 64 Kbps standard speed for digitizing one voice conversation using pulse code modulation. There are 24 DS0 channels in a DS1.

"Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3.

"Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

"Digital Subscriber Line Access Multiplexer" or "DSLAM" is a network device that: (i) aggregates lower bit rate DSL signals to higher bit-rate or bandwidth signals (multiplexing) and (ii) disaggregates higher bit-rate or bandwidth signals to lower bit-rate DSL signals (de-multiplexing). DSLAMs can connect DSL Loops with some combination of CLEC ATM, Frame Relay or IP networks. The DSLAM must be located at the end of a copper Loop nearest the Serving Wire Center (e.g., in a Remote Terminal, Central Office, or a Customer's premises).

"Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following:

> "ADSL" or "Asymmetric Digital Subscriber Line" is a Passband digital Loop transmission technology that typically permits the transmission of up to 8 Mbps downstream (from the Central Office to the End User Customer) and up to 1 Mbps digital signal upstream (from the End User Customer to the Central Office) over one copper pair.
>
> "HDSL" or "High-Data Rate Digital Subscriber Line" is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
>
> "HDSL2" or "High-Data Rate Digital Subscriber Line 2" is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps.
>
> "IDSL" or "ISDN Digital Subscriber Line" or "Integrated Services Digital Network Digital Subscriber Line" is a symmetrical, baseband DSL technology that permits the bi-

directional transmission of up to 128 Kbps using ISDN CPE but not circuit switching.

"RADSL" or "Rate Adaptive Digital Subscriber Line" is a form of ADSL that can automatically assess the condition of the Loop and optimize the line rate for a given line quality.

"SDSL" or "Symmetric Digital Subscriber Line" is a baseband DSL transmission technology that permits the bi-directional transmission from up to 160 Kbps to 2.048 Mbps on a single pair.

"VDSL" or "Very High Speed Digital Subscriber Line" is a baseband DSL transmission technology that permits the transmission of up to 52 Mbps downstream (from the Central Office to the End User Customer) and up to 2.3 Mbps digital signal upstream (from the End User Customer to the Central Office). VDSL can also be 26 Mbps symmetrical, or other combination.

"Directory Assistance Database" shall have the meaning set forth in Sections 10.5.2.2, 10.5.2.8, and 10.5.2.9.

"Directory Assistance Lists" shall have the meaning set forth in Section 10.6.1.1.

"Directory Assistance Service" includes, but is not limited to, making available to callers, upon request, information contained in the Directory Assistance Database. Directory Assistance Service includes, where available, the option to complete the call at the caller's direction.

"Directory Listings" are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscriber's telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.

"Disturber" is defined as a technology recognized by industry standards bodies that significantly degrades service using another technology (such as how AMI T1x affects DSL).

"Due Date" means the specific date on which the requested service is to be available to the CLEC or to CLEC's End User Customer, as applicable.

"DSX Panel" means a cross-connect bay or panel used for the termination of equipment and facilities operating at digital rates.

"Effective Date" shall have the meaning set forth in Section 5.2.1.

"Electronic Bonding" is a real-time and secure electronic exchange of data between information systems in separate companies. Electronic Bonding allows electronic access to services which have traditionally been handled through manual means. The heart of Electronic Bonding is strict adherence to both International and National standards. These standards define the communication and data protocols allowing all organizations in the world to exchange information.

"Electronic File Transfer" means any system or process that utilizes an electronic format and

operates a fiber-optic cable or comparable transmission facility that (1) terminates at a Collocation arrangement within the Wire Center; (2) leaves the Qwest Wire Center Premises; and (3) is owned by a party other than Qwest or any Affiliate of Qwest, except as set forth in this definition. Dark fiber obtained from Qwest on an indefeasible right of use basis shall be treated as 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 purposes of this definition, the term "Affiliate" is defined by 47 U.S.C. § 153(1) and any relevant interpretation in that title.

"Fiber Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually-agreed-upon location.

"Finished Services" means complete end to end services offered by Qwest to wholesale or retail Customers. Finished Services do not include Unbundled Network Elements or combinations of Unbundled Network Elements. Finished Services include voice messaging, Qwest provided DSL, Access Services, private lines, retail services and resold services.

"Firm Order Confirmation" or "FOC" means the notice Qwest provides to CLEC to confirm that the CLEC Local Service Order (LSR) has been received and has been successfully processed. The FOC confirms the schedule of dates committed to by Qwest for the Provisioning of the service requested.

"Grandparent(ed)(ing)" shall have the same meaning as "grandfather(ed)(ing)" as used in FCC and Commission orders and Qwest and CLEC Tariffs.

"Hub Provider" means an entity that (i) provides Common Channel Signaling (SS7) connectivity between the networks of service providers that are not directly connected to each other; or (ii) provides third party database services such as LIDB. The SS7 messages received by Hub Providers are accepted or rejected by the Hub Provider depending on whether a contractual arrangement exists between the Hub Provider and the message originator (sender) and whether the message originator has contracted for the type of SS7 messages being submitted for transmission to the Hub Provider.

"High Capacity Loop" shall mean a Loop of DS1 or higher capacity, and is further described in Section 9.

"Include" or "including" means to have as part of a whole. The terms "include" and "including" mean "includes but is not limited to" and "without limitation," regardless of whether one or both of these phrases is used, and regardless of whether the term "include" or "including" are capitalized.

"Individual Case Basis" or "ICB" shall have the meaning set forth in Exhibit I.

"Information Service" is the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via Telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a Telecommunications system or the management of a Telecommunications Service.

"Integrated Digital Loop Carrier" means a subscriber Loop carrier system, which integrates

"Toll Free Service" means service provided with any dialing sequence that invokes Toll Free (i.e., 800-like) service processing. Toll Free Service currently includes calls to the Toll Free Service 800/888/877/866 NPA SAC codes.

"Transaction Set" is a term used by ANSI X12 and elsewhere that denotes a collection of data, related field rules, format, structure, syntax, attributes, segments, elements, qualifiers, valid values that are required to initiate and process a business function from one trading partner to another. Some business function events (*e.g.*, pre-order inquiry and response) are defined as complimentary Transaction Sets. An example of a Transaction Set is service address validation inquiry and service address validation response.

"Transit Traffic" is defined as any traffic that originates from one Telecommunications Carrier's network, transits another Telecommunications Carrier's network, and terminates to yet another Telecommunications Carrier's network.

"Triennial Review Remand Order" means the Federal Communication Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005).

"Trunk Side" refers to Switch connections that have been programmed to treat the circuit as connected to another switching entity.

"Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated under Section 251(c)(3) of the Act to provide unbundled access or for which unbundled access is provided under this Agreement. Unbundled Network Elements do not include those Network Elements Qwest is obligated to provide only pursuant to Section 271 of the Act.

"UNE Combination", "Unbundled Network Element(s) Combination(s)" or "Combination of Unbundled Network Elements [or "UNEs"]" means a combination of two (2) or more Unbundled Network Elements.

"Virtual Collocation" shall have the meaning set forth in Sections 8.1.1.1 and 8.2.2.1.

"Voluntary Federal Subscriber Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the Commission or the FCC.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities CLEC or Qwest or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that CLEC, Qwest or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Wire Center" denotes a Building or space within a Building that serves as an aggregation point on a given Carrier's network, where transmission facilities are connected or switched. Wire Center can also denote a Building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located. A Wire

5.16.9.1.1 Qwest may provide the forecast information that CLECs have made available to Qwest under this Agreement to the Commission, provided that Qwest shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pursuant to applicable Commission procedures and rules and further provided that Qwest provides such notice to the CLEC involved, in order to allow it to prosecute such procedures to their completion.

5.16.9.2 The Parties shall maintain confidential forecasting information in secure files and locations such that access to the forecasts is limited to the personnel designated in subsection 5.16.9.1 above and such that no other personnel have computer access to such information.

5.16.10 The Parties further recognize and agree that the Commission may obtain any and all records of the Parties that the Commission considers necessary to fulfill its duties under Minnesota and federal law.

5.17 Survival

5.17.1 Any liabilities or obligations of a Party for acts or omissions prior to the termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.

5.18 Dispute Resolution

5.18.1 If any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents should arise under this Agreement, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this Section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute resolution under the procedures provided in this Section 5.18 is optional and not the exclusive remedy for all disputes between Qwest and CLEC arising out of this Agreement or its breach. Each Party reserves its rights to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either Qwest or CLEC, upon meeting the requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, if the Parties agree to arbitrate a dispute pursuant to Section 5.18.3.1, once a decision is reached by the Arbitrator, such decision shall supersede any provisional remedy obtained before such decision is reached.

5.18.2 At the written request of either Party (the Resolution Request), and prior to any other formal Dispute resolution proceedings, each Party shall within seven (7) Days after such Resolution Request designate a vice-presidential level employee or a representative with authority to make commitments to review, meet (in person or by telephone), and negotiate, in good faith, to resolve the Dispute. If a Party indicates in the Resolution Request that expedited treatment is necessary, the time period for designating a representative and conducting negotiations may be expedited to meet the needs of the requesting Party. The Parties intend that these negotiations be conducted by business representatives, and the locations, format, frequency, duration, and conclusions of these discussions shall be at the discretion of the

representatives. By mutual agreement, the representatives may use other procedures, such as mediation, to assist in these negotiations.

5.18.3 If the vice-presidential level representatives or the designated representative with authority to make commitments have not reached a resolution of the Dispute within fifteen (15) Days after the Resolution Request (or such shorter or longer period as agreed to in writing by the Parties), or if either Party fails to designate such vice-presidential level representative or their representative with authority to make commitments within seven (7) Days after the date of the Resolution Request, then either Party may pursue all remedies, including if desired requesting that the Dispute be settled by arbitration. Notwithstanding the foregoing time periods, a Party may request that the Dispute be settled by arbitration two (2) Days after the Resolution Request pursuant to the terms of Section 5.18.3.1.

5.18.3.1 **Optional Arbitration procedure**. If the Parties agree to arbitrate the Dispute pursuant to the terms of this Section, the arbitration proceeding shall be conducted by a single arbitrator, knowledgeable about the Telecommunications industry unless the Dispute involves amounts exceeding five million ($5,000,000) in which case the proceeding shall be conducted by a panel of three (3) arbitrators knowledgeable about the Telecommunications industry. The arbitration proceedings shall be conducted under the then-current rules for commercial disputes of the American Arbitration Association (AAA) or J.A.M.S./Endispute, at the election of the Party that initiates Dispute resolution under this Section 5.18. Such rules and procedures shall apply notwithstanding any part of such rules that may limit their availability for resolution of a Dispute. The Federal Arbitration Act, 9 U.S.C. Sections 1-16, not State law, shall govern the arbitrability of the Dispute. The arbitrator shall not have authority to award punitive damages. The arbitrator's award shall be final and binding and may be entered in any court having jurisdiction thereof subject to review by the Commission. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Denver metropolitan area if Qwest initiates the arbitration; in the Minneapolis metropolitan area if CLEC initiates the arbitration; or in another mutually agreeable location. It is acknowledged that the Parties, by mutual, written agreement, may change any of these arbitration practices for a particular, some, or all Dispute(s). The Party which sends the Resolution Request must notify the Secretary of the Commission of the arbitration proceeding within forty eight (48) hours of the determination to arbitrate. If the Parties agree to arbitrate pursuant to this Section and do not agree to other procedures, the following procedures will apply:

5.18.3.1.1 All expedited procedures prescribed by the AAA or J.A.M.S./Endispute rules, as the case may be, shall apply to Disputes affecting the ability of a Party to provide uninterrupted, high quality services to its End User Customers, or as otherwise called for in this Agreement. A Party may seek expedited resolution of a Dispute if the vice-presidential level representative, or other representative with authority to make commitments, have not reached a resolution of the Dispute within two (2) Days after the Resolution Request. In the event the Parties do not agree that a service affecting Dispute exists, the Dispute resolution shall commence under the expedited process set forth in this Section 5.18.3.1, however, the first matter to be addressed by the Arbitrator shall be the applicability of such process to such Dispute.

5.18.3.1.2 There shall be no discovery except for the exchange of

documents deemed necessary by the Arbitrator to an understanding and determination of the dispute. Qwest and CLEC shall attempt, in good faith, to agree on a plan for such document discovery. Should they fail to agree, either Qwest or CLEC may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between Qwest and CLEC, and such resolution with respect to the need, scope, manner, and timing of discovery shall be final and binding.

5.18.3.1.3 Arbitrator's Decision.

5.18.3.1.3.1 The Arbitrator's decision and award shall be in writing and shall state concisely the reasons for the award, including the Arbitrator's findings of fact and conclusions of law.

5.18.3.1.3.2 An interlocutory decision and award of the Arbitrator granting or denying an application for preliminary injunctive relief may be challenged in a forum of competent jurisdiction immediately, but no later than ten (10) business days after the appellant's receipt of the decision challenged. During the pendency of any such challenge, any injunction ordered by the Arbitrator shall remain in effect, but the enjoined Party may make an application to the Arbitrator for appropriate security for the payment of such costs and damages as may be incurred or suffered by it if it is found to have been wrongfully enjoined, if such security has not previously been ordered. If the authority of competent jurisdiction determines that it will review a decision granting or denying an application for preliminary injunctive relief, such review shall be conducted on an expedited basis.

5.18.3.1.3.3 The Parties shall submit a copy of any final and binding arbitration decision to the Commission, the Department of Commerce, and the Residential Utilities Division of the Attorney General's Office. The arbitrator's decision shall prevail in effect unless the Commission decides otherwise within forty-five (45) Days.

5.18.3.1.4 To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or Confidential Information of either Party, it shall be safeguarded in accordance with Section 5.16 of this Agreement, or if the Parties mutually agree, such other appropriate agreement for the protection of proprietary, trade secret or Confidential Information that the Parties negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator in connection with or in anticipation of an arbitration proceeding, provided however that the Party seeking to disclose the information shall first provide fifteen (15) Days notice to the disclosing Party so that that Party, with the cooperation of the other Party, may seek a protective order from the arbitrator. Except as the Parties otherwise agree, in writing, or as the Arbitrator for good cause orders, the arbitration proceedings, including hearings, briefs, orders, pleadings and discovery shall not be deemed confidential and may be disclosed at the discretion of either Party, unless it is subject to being safeguarded as proprietary, trade secret or Confidential

Information, in which event the procedures for disclosure of such information shall apply.

5.18.4 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the Dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, for obtaining compliance with the Dispute resolution process set forth herein, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.

5.18.5 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than three (3) years after the cause of action accrues.

5.18.6 Nothing in this Section is intended to divest or limit the jurisdiction and authority of the Commission or the FCC as provided by State and federal law.

5.18.7 In the event of a conflict between this Agreement and the rules prescribed by the AAA or J.A.M.S./Endispute, this Agreement shall be controlling.

5.18.8 This Section does not apply to any claim, controversy or dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation of use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, tradename, trade dress or service mark of a Party.

5.19 Controlling Law

5.19.1 This Agreement is offered by Qwest and accepted by CLEC in accordance with applicable federal law and the state law of Minnesota. It shall be interpreted solely in accordance with applicable federal law and the state law of Minnesota.

5.20 Responsibility for Environmental Contamination

5.20.1 Neither Party shall be liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not introduce to the affected Work Location. Both Parties shall defend and hold harmless the other, its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard that the indemnifying Party, its contractors or agents introduce to the Work Locations or (ii) the presence or release of any Environmental Hazard for which the indemnifying Party is responsible under Applicable Law.

5.20.2 In the event any suspect materials within Qwest-owned, operated or leased facilities are identified to be asbestos containing, CLEC will ensure that to the extent any activities which it undertakes in the facility disturb such suspect materials, such CLEC activities will be in accordance with applicable local, State and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by CLEC or equipment placement activities that result in the generation of asbestos-containing material, CLEC does not have any responsibility for managing, nor is it the owner of, nor does it have any liability for, or in connection with, any asbestos-containing material. Qwest agrees to immediately notify CLEC if Qwest undertakes any asbestos control or asbestos abatement

activities that potentially could affect CLEC personnel, equipment or operations, including, but not limited to, contamination of equipment.

5.21 Notices

5.21.1 Any notices required by or concerning this Agreement shall be in writing and shall be sufficiently given if delivered Personally, delivered by prepaid overnight express service, or sent by certified mail, return receipt requested where specified in this Agreement to Qwest and CLEC at the addresses shown below:

Qwest Corporation
Director Interconnection Agreements
1801 California, Suite 2400
Denver, CO 80202
Phone: 303-965-3029
Fax: 303-896-7077
E-mail: intagree@qwest.com

With copy to:
Qwest Law Department
Attention: Corporate Counsel, Interconnection
1801 California Street, 10th Floor
Denver, CO 80202

and to CLEC at the address shown below:

J. Jeffery Oxley
Executive Vice President, Law and Policy
Eschelon Telecom, Inc.
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402

If Personal delivery is selected to give notice, a receipt acknowledging such delivery must be obtained. Each Party shall inform the other of any change in the above contact Person and/or address using the method of notice called for in this Section 5.21.

5.22 Responsibility of Each Party

5.22.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations, and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or Personal, and

SECTION 9.0 - UNBUNDLED NETWORK ELEMENTS

9.1 General Terms

9.1.1 Changes in law, regulations or other "Existing Rules" relating to Unbundled Network Elements (UNEs), including additions and deletions of elements Qwest is required to unbundle and/or provide in a UNE Combination, shall be incorporated into this Agreement by amendment pursuant to Sections 2.2 and 5.30. CLEC and Qwest agree that the UNEs identified in Section 9 are not exclusive and that pursuant to changes in FCC rules, state laws, the Bona Fide Request Process or Special Request Process, CLEC may identify and request that Qwest furnish additional or revised UNEs to the extent required under Section 251(c)(3) of the Act and other Applicable Laws. Failure to list a UNE herein shall not constitute a waiver by CLEC to obtain a UNE subsequently defined by the FCC or the Commission.

9.1.1.1 See Section 24 for Commingling and Ratcheting. See Section 9.23.4.1 for Service Eligibility Criteria.

9.1.1.2 Use of Unbundled Network Elements

9.1.1.2.1 Except as provided in this Section 9.1.1.2.1 and in Section 9.23.4.1, Qwest shall not impose limitations, restrictions, or requirements on requests for, or the use of, Unbundled Network Elements for the service CLEC seeks to offer.

9.1.1.2.2 CLEC may not access a UNE for the exclusive provision of mobile wireless services or interexchange services.

9.1.1.2.3 If CLEC purchases access to a UNE facility, CLEC is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, CLEC is entitled to use of that feature, function, or capability for a period of time. CLEC's purchase of access to a UNE does not relieve Qwest of the duty to maintain, repair, or replace the UNE.

9.1.1.2.4 If CLEC accesses and uses a UNE consistently with Section 9.1.1.2.2, CLEC may provide any Telecommunications Services over the same UNE.

9.1.1.2.4.1 As the term "Telecommunications Services" is defined in this Agreement, such services include offering Telecommunications for a fee directly to the public and not services solely for administrative use.

9.1.1.2.5 Except as provided in Section 9.23.3.7.1, Qwest shall permit CLEC to Commingle a UNE or a Combination of UNEs with wholesale services obtained from Qwest. See Section 24.

9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, *e.g.*, design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders). Qwest shall perform for CLEC those Routine Network Modifications that Qwest performs for its own End User Customers. The requirement for Qwest

to modify its network on a nondiscriminatory basis is not limited to copper loops and applies to all unbundled transmission facilities, including Dark Fiber transport when available pursuant to Section 9.7. Where Technically Feasible, the access and Unbundled Network Element provided by Qwest will be provided in "substantially the same time and manner" to that which Qwest provides to itself or to its Affiliates. In those situations where Qwest does not provide access to Network Elements to itself, Qwest will provide access in a manner that provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.

9.1.2.1 If facilities are not available, Qwest will build facilities dedicated to an End User Customer if Qwest would be legally obligated to build such facilities to meet its Provider of Last Resort (POLR) obligation to provide basic Local Exchange Service or its Eligible Telecommunications Carrier (ETC) obligation to provide primary basic Local Exchange Service. To the extent that Qwest is not obligated under the Act to build UNEs, Qwest will consider requests to build UNEs pursuant to Section 9.19 of this Agreement. CLEC will be responsible for any construction charges (related to POLR/ETC or otherwise) for which a Qwest End User Customer would be responsible under substantially similar circumstances. Likewise, if a Qwest End User Customer would not be responsible for construction charges (related to POLR/ETC or otherwise), then CLEC will have no responsibility for construction charges under substantially similar circumstances.

9.1.2.1.1 Upon receipt of a Local Service Request ("LSR") or Access Service Request ("ASR"), Qwest will follow the same process that it would follow for a substantially similar retail service to determine if assignable facilities exist that fit the criteria necessary for the service requested. If available facilities are not readily identified through the normal assignment process, but facilities can be made ready by the requested Due Date, CLEC will not receive an additional FOC, and the order Due Date will not be changed. Qwest will determine, for example, whether, through Routine Network Modifications, facilities can be made available. If facilities can be made available, Qwest must perform the applicable Routine Network Modifications, or other facility work to make them available, before issuing a response to a CLEC order that construction is required because no facilities are available.

9.1.2.1.2 If cable capacity is available, Qwest will complete incremental facility work (e.g., conditioning, place a drop, add a Network Interface Device, card existing subscriber Loop carrier systems at the Central Office and Remote Terminal, add Central Office tie pairs, add field cross jumpers) or applicable Routine Network Modifications in order to complete facilities to the End User Customer Premises.

9.1.2.1.3 During the normal assignment process, if no available facilities are identified for the UNE requested, Qwest will look for existing internal engineering

job orders that could fill the request in the future.

9.1.2.1.3.1 If an engineering job currently exists:

(i) that includes the facilities desired by CLEC, Qwest shall send CLEC a jeopardy notice indicating that the facilities are scheduled for construction and identifying the date by which such facilities are scheduled for completion. In this case, Qwest will complete construction of the facilities at no charge to CLEC.

(ii) that does not include the facilities desired by CLEC, Qwest will determine if the current job can be augmented.

(a) If so, Qwest will add CLEC's request to that engineering job and send CLEC a similar jeopardy notice. CLEC will be required to pay the additional costs only when its request to Augment adds cost to the engineering job and only to the same extent a Qwest End User Customer would be responsible for such additional costs.

(b) If not, Qwest will direct the CLEC to Section 9.19 of this Agreement.

In either case, at CLEC's request, via a supplement to its existing service order, the CLEC service order will remain open. Upon completion of the engineering job, Qwest will send CLEC another FOC with a new Due Date.

9.1.2.1.3.2 If facilities are not available and no engineering job exists that could fill the request in the future, Qwest will treat CLEC's request as follows:

9.1.2.1.3.2.1 For UNEs that meet the POLR/ETC requirements set forth in Section 9.1.2.1, CLEC will receive a jeopardy notice indicating that no facilities are available. Qwest will initiate an engineering job order for delivery of primary service to the End User Customer. Once the engineering job is initiated, the CLEC's order will be assigned to it. The CLEC's order will remain open from the time of initial submission until the engineering job is completed. When the engineering job is completed, CLEC will receive a FOC identifying a Due Date when the UNEs will be ready for installation. In response to such FOCs, CLEC can request a different Due Date by submitting a supplemental order to change the Due Date to a later date.

9.1.2.1.3.2.2 For UNEs that do not meet the POLR/ETC requirements in Section 9.1.2.1, Qwest shall send CLEC a jeopardy notice indicating that facilities are not available, however, Qwest shall maintain the order as pending for a period of ninety (90) business days. Qwest shall send such jeopardy notice to

CLEC as soon as possible, but in no event less than forty-eight (48) hours prior to the CLEC requested Due Date.

(i) If facilities become available to fill the order within that ninety (90) business day period, Qwest shall notify the CLEC of such availability. CLEC and Qwest acknowledge that the availability of facilities hereunder is on a first come, first served basis. Any facility orders placed by any other provider, including Qwest, which predate CLEC's order shall have priority in any facilities made available under the terms of this Section.

(ii) If facilities do not become available to fill the order within that ninety (90) business day period, Qwest will send CLEC a rejection notice for the LSR or ASR and cancel the Service Order.

(iii) Upon receipt of the rejection notice, or at any time after receipt of the jeopardy notice, CLEC may:

(a) submit a request to build UNEs pursuant to Section 9.19 of this Agreement, or

(b) while a UNE order is in Jeopardy Status, CLEC may cancel its UNE order at any time at no charge.

9.1.2.1.4 Qwest will provide CLEC notification of major Loop facility builds through the ICONN database. This notification shall include the identification of any funded Qwest outside plant engineering jobs that exceed $100,000 in total cost, the estimated Ready for Service Date, the number of pairs or fibers added, and the location of the new facilities (e.g., Distribution Area for copper distribution, Route number for copper feeder, and termination CLLI codes for fiber). CLEC acknowledges that Qwest does not warrant or guarantee the estimated Ready for Service Dates. CLEC also acknowledges that funded Qwest outside plant engineering jobs may be modified or cancelled at any time.

9.1.3 Notwithstanding any reference, definition or provision to the contrary, CLEC may provide any Technically Feasible data or voice Telecommunications Services allowed by law over any Loop or Loop portion of a UNE Combination, including without limitation, "voice" services over high frequency portions of any Loop or "data" services over any low frequency portion of any Loop, provided such services do nor interfere with "voice band" or "data band" transmission parameters in accordance with FCC rules as more particularly described in this Agreement. Any related equipment provided by CLEC to deliver Telecommunications Services contemplated by this section must comply with appropriate ANSI standards such as T1.417 and T1.413. Other references to the voice or voice band portion of the Loop in this Agreement will mean the low frequency portion of the Loop.

9.1.4 Qwest will provide a connection between Unbundled Network Element and a Loop Demarcation Point. Such connection is an Interconnection Tie Pair (ITP). An ITP is required for each Unbundled Network Element or ancillary service delivered to CLEC. The ITP provides the

will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to assist in determining circuit functionality of each circuit and end-to-end transmission.

9.1.6.2 When Qwest provisions UNEs in combination with each other or in combination with other facilities or equipment provisioned by Qwest:

a) Qwest will perform testing necessary or reasonably requested by CLEC to determine that such combination and each UNE included in such combination is capable of meeting the technical parameters of the combination.

b) Qwest will repair and maintain such combination and each UNE included in such combination to ensure that such UNE continues to meet the technical parameters of the combination.

c) Qwest will cooperate with CLEC in any Technically Feasible testing necessary or reasonably requested by CLEC to determine end-to-end transmission and circuit functionality of such combination.

9.1.7 Installation intervals for Unbundled Network Elements are contained in Exhibit C.

9.1.7.1 When CLEC uses Qwest's appointment scheduling tool, should the date and time desired for the coordinated hot cut not be available initially, CLEC can use "override" IMA functionality to obtain the date and time in the associated LSR. In such cases, the requested date and time is to be no shorter than the interval in Exhibit C and not outside Qwest's business hours.

9.1.8 Maintenance and Repair is described herein. The repair center contact telephone numbers are provided in the PCAT, which is located on the Qwest Web site.

9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes. This Section 9.1.9 does not address retirement of copper Loops or Subloops (as that phrase is defined in Section 9.2.1.2.3). *See* Section 9.2.1.2.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC's performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur including, if the changes are specific to an End User Customer, the circuit identification, if readily available, and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site.

9.1.9.1 In the event that Qwest intends to dispatch personnel to the Premises of a CLEC End User Customer, for the purpose of maintaining or modernizing the Qwest network, Qwest shall provide CLEC with email notification no less than three (3) business days in advance of the Qwest dispatch and within three (3) business days after completing the maintenance or modernization activity. In the event of an emergency (e.g., no dial tone), Qwest need not provide CLEC with advance email notification but shall notify CLEC by email within three (3) business days after completing the emergency maintenance or modernizing activity. In such emergencies, once Qwest personnel involved in the maintenance or modernization activities are aware of an emergency affecting multiple End User Customers, Qwest shall ensure its repair center personnel are informed of the network maintenance and modernization activities issue and their status so that CLEC may obtain information from Qwest so that CLEC may, for example, communicate with its End User Customer(s). CLEC may also contact its Service Manager to request additional information so that CLEC may, for example, communicate with its End User Customer(s). In no event, however, shall Qwest be required to provide status on emergency maintenance or modernization activity greater than that provided to itself, its End User Customers, its Affiliates or any other party. To the extent that the activities described in Sections 9.1.9 and 9.1.9.1 include dispatches, no charges apply.

9.1.10 Intentionally Left Blank.

9.1.11 Exhibit A of this Agreement contains the rates for Unbundled Network Elements.

9.1.12 Miscellaneous Charges are defined in Section 4. In the event that Miscellaneous Charges apply, they will be applied consistent with the application used for equivalent work requested by Qwest End User Customers. Rates for Miscellaneous Charges are contained in Exhibit A. Unless otherwise provided for in this Agreement, no additional charges will apply.

9.1.12.1 For expedites, see Section 12.2.1.2.

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

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.

9.2 Unbundled Loops

9.2.1 Description and General Terms

The Loop Network Element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC Central Office and the Loop Demarcation Point at an End User Customer Premises. The Loop Network Element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, attached electronics (except those electronics used for the provision of Advanced Services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The Loop includes, but is not limited to DS0, DS1, and DS3 Loops. Qwest will not provide access to UNE OCn Loops or features and functionalities of UNE OCn Loops. Qwest does not offer Unbundled Dark Fiber Loop (UDF-Loop), which constitutes a deployed, unlit Loop between a Qwest Wire Center and an End User Customer premises, on an unbundled basis, except during the transitional period in Section 9.1.14.2. For UDF MTE Subloop see Section 9.7.

9.2.1.1 "Loop Demarcation Point" – is defined for purposes of this section as the point where Qwest owned or controlled facilities cease, and CLEC, End User Customer, owner or landlord ownership or control of facilities begins.

9.2.1.2 **FTTH and FTTC Loops.** For purposes of this Section, a Fiber-to-the-Home ("FTTH") Loop is a local Loop consisting entirely of fiber optic cable, whether dark or lit, and serving an End User Customer's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE). For purposes of this Section, a Fiber-to-the-Curb ("FTTC") Loop is a local Loop consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User Customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC Loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution Subloop also is not more than 500 feet from the respective End User Customer's premises.

9.2.1.2.1 FTTH or FTTC New Builds. Qwest shall have no obligation under this Agreement to provide nondiscriminatory access to a FTTH or FTTC

9.2.1.4.2 **Cap on unbundled DS3 Loop circuits.** CLEC may obtain a maximum of a single UNE DS3 Loop to any single Building in which DS3 Loops are available as UNE Loops.

9.2.1.5 Intentionally Left Blank

9.2.1.6 Hybrid Loops – A "Hybrid Loop" is an Unbundled Loop composed of both fiber optic cable, usually in the feeder plant, and copper wire or cable, usually in the distribution plant.

9.2.1.6.1 Packet Switching Facilities, Features, Functions and Capabilities – Qwest is not required to provide UNE access to the Packet Switched features, functions and capabilities of its Hybrid Loops.

9.2.1.6.2 Broadband Services – When CLEC seeks access to a Hybrid Loop for the provision of broadband services, Qwest shall provide CLEC with nondiscriminatory access to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity, on an unbundled basis to establish a complete transmission path between Qwest's Central Office and an End User Customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.

9.2.1.6.3 Narrowband Services – When CLEC seeks access to a Hybrid Loop for the provision of narrowband services, Qwest may either:

a) Provide nondiscriminatory access, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology; or

b) Provide nondiscriminatory access to a spare home-run copper Loop serving that End User Customer on an unbundled basis.

9.2.2 Unbundled Loop - Additional General Terms

9.2.2.1 Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. Qwest, in Provisioning High Capacity Loop facilities to CLEC, must make the same Routine Network Modifications to its existing Loop facilities that it makes for its own End User Customers. Qwest shall engage in activities necessary to activate Loops that are not currently activated in the network. Qwest shall add types of electronics that Qwest ordinarily attaches to a Loop for an End User Customer requiring a Loop, even if such electronics are not attached to a particular Loop. For Unbundled Loops that have a retail analogue, Qwest will provide these Unbundled Loops in substantially the same time and manner as Qwest provides to its own End User Customers. Qwest will redesignate interoffice facilities (IOF) for CLEC where available with the exception of interoffice facilities Qwest maintains to ensure sufficient reserve capacity as defined in Section 9.7.2.5. Separate and apart from the foregoing, in the event Qwest removes from interoffice service, an entire IOF that is capable of supporting Telecommunications Services, Qwest will make that facility available as Loop facilities for Qwest and CLEC alike to fill any order currently in the held

order queue on a first come, first served basis. Should additional facilities be available after all held orders are filled, Qwest will make the additional facilities available to fill new orders on a first come, first served basis, based on the Application Date. Unbundled Loops shall be provisioned in accordance with Exhibit C and the performance metrics set forth in Section 20 and with a minimum of service disruption.

When IOF facilities are used pursuant to Section 9.2.2.1, Qwest will reuse IOF facilities whenever the facilities are in good enough condition to use as Loop facilities. In such cases, these facilities will be available as Loop facilities and will be visible in the raw Loop data tool upon completion of the outside plant reclamation job.

9.2.2.1.1 Use of the word "capable" to describe Loops in Section 9.2 means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards.

9.2.2.1.2 Use of the word "compatible" to describe Loops in Section 9.2 means the Unbundled Loop complies with technical parameters of the specified Network Channel/Network Channel Interface codes as specified in the relevant technical publications and industry standards. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment.

9.2.2.2 Analog (Voice Grade) Unbundled Loops. Analog (voice grade) Unbundled Loops are available as a two-wire or four-wire voice grade, point-to-point configuration suitable for local exchange type services. For the two-wire configuration, CLEC must specify the signaling option via the Network Channel Interface (NCI) field on the LSR. The actual Loop facilities may utilize various technologies or combinations of technologies.

9.2.2.2.1 If Qwest uses Integrated Digital Loop Carrier (IDLC) systems to provide the Local Loop, Qwest will first attempt, to the extent possible, to make alternate arrangements such as Line and Station Transfers (LST), to permit CLEC to obtain a contiguous copper Unbundled Loop. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Regarding lack of facilities generally, see Section 9.2.2.16, Section 9.19 and Section 19.

9.2.2.2.1.1 In areas where Qwest has deployed amounts of IDLC that are sufficient to cause reasonable concern about a CLEC's ability to provide service through available copper facilities on a broad scale, CLEC shall have the ability to gain access to Qwest information sufficient to provide CLEC with a reasonably complete identification of such copper facilities. Qwest shall be entitled to mediate access in a manner reasonably related to the need to protect Confidential or Proprietary information. CLEC shall be responsible for Qwest's incremental cost to provide such information or access mediation.

9.2.2.2.1.2 If Qwest deploys Next Generation Digital Loop Carrier (NGDLC) in its network, CLEC shall have non-discriminatory access to the technology as required by the Act and the rules promulgated thereunder.

9.2.2.2.2 If there are state service quality rules in effect at the time CLEC requests an Analog Unbundled Loop Qwest will provide an Analog Unbundled Loop that meets the minimum state technical performance standard at the Analog Unbundled Loop rates contained in Exhibit A. If necessary to meet the state standards, Qwest will, at no cost to CLEC, add or remove load coils and Bridged Taps from the Loop in accordance with the requirements of the specific technical standard.

9.2.2.3 Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops, ADSL Compatible Loops and xDSL-I Capable Loops. Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest will not re-designate working distribution facilities as interoffice facilities (and vice versa) either for a CLEC or itself. Digital Loops may use a single or multiple transmission technologies. Direct Current continuity does not apply to digital capable Loops. If conditioning is required, then CLEC may be charged for such conditioning as set forth in Exhibit A, if it authorized Qwest to perform such conditioning.

9.2.2.3.1 Qwest will not deny access to DS1 and DS3 Loops on the basis that the Loop facilities are provisioned via fiber. If both copper and fiber are available, Qwest may elect over which facility to provision the Loop. For Hybrid Loops, see Section 9.2.1.6.

9.2.2.3.2 If CLEC orders a 2/4 wire non loaded or ADSL compatible Unbundled Loop for an End User Customer served by a Digital Loop Carrier System Qwest will conduct an assignment process which considers the potential for a LST or alternative copper facility. If a LST is not available, Qwest may also seek alternatives such as Integrated Network Access (INA), hair pinning, or placement of a Central Office terminal, to permit CLEC to obtain an Unbundled Loop. If no such facilities are available, Qwest will make every feasible effort to unbundle the IDLC in order to provide the Unbundled Loop for CLEC. Qwest will hold the order for ninety (90) Days. If, after ninety (90) Days, no copper facility capable of supporting the requested service is available, then Qwest will reject the order.

9.2.2.3.3 Qwest may re-designate fully retired facilities for itself as well as CLEC.

9.2.2.4 Non-Loaded Loops. CLEC may request that Qwest provide a non-loaded Unbundled Loop. In the event that no such facilities are available, CLEC may request that Qwest condition existing spare facilities. CLEC may indicate on the LSR that it pre-approves conditioning if conditioning is necessary. If CLEC has not pre-

shall meet the design requirements specified in Qwest Technical Publications 77324 (DS3), 77384 (Unbundled Loops), and other applicable Qwest technical publications, if any. See Section 9.2.1.4.

9.2.2.7 Intentionally Left Blank.

9.2.2.8 Loop Qualification Tools. Qwest offers five (5) Loop qualification tools: the ADSL Loop Qualification Tool, Raw Loop Data Tool, POTS Conversion to Unbundled Loop Tool, MegaBit Qualification Tool, and ISDN Qualification Tool. These and any future Loop qualification tools Qwest develops will provide CLEC access to Loop qualification information in a non-discriminatory manner and will provide CLEC the same Loop qualification information available to Qwest. If the Loop make-up information for a particular facility is not contained in the Loop qualification tools, if the Loop qualification tools return unclear or incomplete information, or if CLEC identifies any inaccuracy in the information returned from the Loop qualification tools, and provides Qwest with the basis for CLEC's belief that the information is inaccurate, then CLEC may request, and Qwest will perform a manual search of the company's records, back office systems and databases where Loop information resides. Qwest will provide CLEC via email, the Loop information identified during the manual search within forty-eight (48) hours of Qwest's receipt of CLEC's request for manual search. The email will contain the following Loop makeup information: composition of the Loop material; location and type of pair gain devices, the existence of any terminals, such as Remote Premises or digital Loop terminals, Bridged Tap, and load coils; Loop length, and wire gauge. In the case of Loops served by Digital Loop Carrier, the email will provide the availability of spare feeder and distribution facilities that could be used to provision service to the Customer, including any spare facilities not connected to the Switch and Loop makeup for such spare facilities. After completion of the investigation, Qwest will load the information into the LFACS database, which will populate this Loop information into the fields in the Loop qualification tools.

CLEC may request an audit of Qwest's company records, back office systems and databases pertaining to Loop information pursuant to Section 18 of this Agreement. In addition to the terms specified in Section 18 the following also applies:

"As used herein, "Audit" shall mean a comprehensive review of Qwest's company records, backoffice systems and databases pertaining to Loop information. CLEC may perform, at its expense, one audit per 12-month period commencing with the effective Date of this Agreement. If Qwest can demonstrate that it has conducted an audit as defined herein within the last 12 months and that the results are satisfactory, the CLEC may request an audit only upon demonstration of need.

9.2.2.8.1 ADSL Loop Qualification Tool. CLEC may use the ADSL Loop Qualification tool to pre-qualify the requested circuit utilizing the existing telephone number or address to determine whether it meets ADSL specifications. The qualification process screens the circuit for compliance with the design requirements specified in Qwest Technical Publication 77384 and other applicable Qwest technical publications, if any.

9.2.2.8.2 Raw Loop Data Tools. Qwest offers two (2) types of Raw Loop Data Tool. If CLEC has a digital certificate, CLEC may access the Wire Center Raw Loop Data Tool via: http://.ecom.qwest.com. The Wire Center Raw Loop

Data Tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridged Taps length by segment, Bridged Taps offset distance, load coil type, and pair gain type. CLEC may also access the IMA Raw Loop Data Tool for Loop specific information. The IMA Raw Loop Data Tool may be accessed through IMA-GUI or IMA-XML. This tool provides CLEC the following information: Wire Center CLLI code, cable name, pair name, terminal address, MLT distance, segment (F1, F2), sub-segment (e.g., 1 of F1), segment length, segment gauge, Bridges Taps length by segment, Bridged Taps offset distance, load coil type, number of loads, and pair gain type.

9.2.2.8.3 POTS Conversion to Unbundled Loop Tool. The POTS Conversion to Unbundled Loop Tool is available to CLECs through IMA-GUI or IMA-XML. This tool informs CLEC whether the facility is copper or pair gain and whether there are loads on the Loop.

9.2.2.8.4 MegaBit Qualification Tool. The MegaBit Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool provides a "yes/no" answer regarding the Loop's ability to support Qwest DSL (formerly MegaBit) service. If the MegaBit Qualification Tool returns a "no" answer, it provides a brief explanation.

9.2.2.8.5 ISDN Qualification Tool. The ISDN Qualification Tool is available to CLECs through IMA-GUI or IMA-XML. This tool permits CLEC to view information on multiple lines and will inform CLEC of the number of lines found. If an ISDN capable Loop is found, the tool identifies the facility and, if applicable, pair gain.

9.2.2.8.6 Upon CLEC request, Qwest shall provide CLEC with the complete results of the most current Mechanized Loop Test ("MLT") Qwest may have previously conducted and retained in the Provisioning of an existing Unbundled Loop. If the requested information exists, Qwest shall provide this information to CLEC via email within forty-eight (48) hours of Qwest's receipt of CLEC's request for this information. Qwest retains the most current MLT results for as long as the Loop remains in service. Qwest continues to retain the most current MLT results for forty-five (45) Days once the Loop is disconnected.

9.2.2.9 The following Provisioning Options are available for Unbundled Loop elements. In addition, CLEC may utilize the Batch Hot Cut Process under the terms and conditions (including the effective date and the term) of the Amendment to the Interconnection Agreement for Elimination of UNE-P and Implementation of Batch Hot Cut Process and Discounts.

9.2.2.9.1 Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed.

9.2.2.9.1.1 For an existing End User Customer, the Basic Installation option is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting to CLEC. There is no associated circuit

testing performed.

9.2.2.9.1.2 For new End User Customer service, the Basic Installation option involves the COT and Field Technician (CST/NT) completing circuit wiring and performing the required performance tests to ensure the new circuit meets the required parameter limits. The test results are not provided to CLEC.

9.2.2.9.1.3 For basic installation of existing 2/4 wire analog Loops, Qwest provides a Quick Loop with or without Local Number Portability (LNP) option that enables CLEC to receive the Quick Loop installation interval as set forth in Exhibit C. Quick Loop without LNP installation includes only a simple lift and lay procedure. Quick Loop with LNP installation provides a lift and lay, and the LNP functions. Quick Loop is not available with cooperative testing, coordinated installation, or when unbundling from an IDLC to a copper alternative.

9.2.2.9.2 Basic Installation with Performance Testing. Basic Installation with Performance Testing may be ordered for new or existing Unbundled Loops.

9.2.2.9.2.1 For an existing End User Customer, Basic Installation with Performance Testing is a "lift and lay" procedure. The Central Office Technician (COT) "lifts" the Loop from its current termination and "lays" it on a new termination connecting CLEC. The COT and Implementor/Tester perform the required performance tests to ensure that the new circuit meets required parameter limits.

9.2.2.9.2.2 The Qwest Implementor/Tester will read the test results to CLEC on close-out and email the performance test results within two (2) business days to a single, designated CLEC office email address.

9.2.2.9.2.3 For new End User Customer service, the Basic Installation with Performance Testing option requires a dispatch to the End User Customer premises. This dispatch is included by the non-recurring charge. The COT and Field Technician complete circuit wiring and perform the required performance tests to ensure the new circuit meets the required parameter limits. These test results are read to CLEC by the Qwest Implementor/Tester on close-out. Within two (2) business days, Qwest will email the performance test results to a single, designated CLEC office email address.

9.2.2.9.2.4 If Qwest does not provide test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, CLEC may initiate a Billing dispute pursuant to Section 21.8. If the result of such Billing dispute is that Qwest failed to provide the verbal test results within the time frames in Sections 9.2.2.9.2.2 and 9.2.2.9.2.3, Qwest will waive the Basic Installation with Performance Testing charge and instead charge CLEC for Basic Installation.

9.2.2.9.3 Coordinated Installation with Cooperative Testing. Coordinated installation with cooperative testing may be ordered for new or existing service.

to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.

9.2.2.9.6 Performance Testing. Qwest will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types.

Interfering Bridged Tap is defined as any amount of Bridged Tap that would interfere with proper performance parameters as defined in this Section 9.2.2.9.6 and applicable industry standards.

2-Wire and 4-Wire Analog Loops

No Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

2-Wire and 4-Wire Non-Loaded Loops

No Load Coils, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = 0 to -8.5 dB at 1004 Hz

Automatic Number Identification (ANI) when dial-tone is present

Test for noise

Basic Rate ISDN and xDSL-I Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 40 dB at 40 kHz

Automatic Number Identification (ANI) when dial-tone is present

Acceptance testing shall be performed on an end to end or Network Interface (NI) to Network Interface basis using Errored Second Performance Parameters.

DS1 Capable Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Run various patterns to verify Line Code Options, timing, equalization and

voltage

DS3 Capable Loops

Continuity Testing

ADSL Compatible Loops

No Load Coils/Interfering Bridged Taps, Opens, Grounds, Shorts, or Foreign Volts

Insertion Loss = ≤ 41 dB at 196 kHz

Automatic Number Identification (ANI) when dial-tone is present

9.2.2.9.7 Project Coordinated Installation: A Project Coordinated Installation permits CLEC to obtain a coordinated installation for Unbundled Loops with or without LNP, where CLEC orders Unbundled DS1 Capable, Unbundled DS3 Capable or twenty five (25) or more DS0 Unbundled Loops. The rates for coordinated installations are set forth in Exhibit A. Where LNP is included, see Section 10.2.5.4 for rate elements.

9.2.2.9.7.1 The date and time for the Project Coordinated Installation requires up-front planning and may need to be negotiated between Qwest and CLEC. All requests will be processed on a first come, first served basis and are subject to Qwest's ability to meet a reasonable demand. Considerations such as system down time, Switch upgrades, Switch maintenance, and the possibility of other CLECs requesting the same FDT in the same Switch (Switch contention) must be reviewed. In the event that any of these situations would occur, Qwest will negotiate with CLEC for an agreed upon FDT, prior to issuing the Firm Order Confirmation (FOC). In special cases where CLEC is ordering Unbundled Loop with LNP, the FDT must be agreed upon, the interval to reach agreement will not exceed two (2) Days from receipt of an accurate LSR. In addition, intervals in Exhibit C will apply.

9.2.2.9.7.2 CLEC shall request a Project Coordinated Installation by submitting an LSR and designating this order as a Project Coordinated Installation in the remarks section of the LSR form.

9.2.2.9.7.3 CLEC will incur additional incremental charges for the Project Coordinated Installation dependent upon the coordinated time. The rates are based upon whether the request is within Qwest's normal business hours or Out Of Hours. Qwest normal business hours for Unbundled Loops are 8:00 a.m. to 5:00 p.m., Monday through Friday. The rates for incremental charges are set forth in the Miscellaneous Charges Section 9.20.2 of Exhibit A.

9.2.2.9.7.4 Qwest will schedule the appropriate number of employees prior to the cut, normally not to exceed four employees, based upon information provided by CLEC. If the Project Coordinated Installation includes LNP, CLEC will also have appropriate personnel scheduled for

network, then Qwest will waive or refund to CLEC any Maintenance of Service Charges assessed to CLEC for that same trouble ticket. If Qwest reported no trouble found in its network but, as a result of a repeat trouble (accepted trouble), CLEC demonstrates that the trouble is in Qwest's network, CLEC will charge Qwest a trouble isolation charge as described in Section 12.4.1.8.

9.2.5.2.1 Upon request by either Party, CLEC and Qwest will schedule a joint repair appointment. CLEC and Qwest technicians will meet at the agreed upon location at the scheduled time. If the Qwest technician does not show up at, or within thirty minutes following, the scheduled time, and trouble is found to be in the Qwest network, Qwest will credit CLEC the Maintenance of Service Charge, if any, as set forth in Exhibit A at 9.20, or CLEC's actual cost for the dispatch, whichever is less. If the CLEC technician does not show up at, or within thirty minutes following, the scheduled time and the trouble is found to be in CLEC's network, Qwest will charge, and CLEC will not dispute, the Maintenance of Service and Dispatch charges, if any, as set forth in Exhibit A at 9.20, associated with that technician dispatch.

9.2.5.3 When CLEC elects not to perform trouble isolation and Qwest dispatches to perform tests on the Unbundled Loop at CLEC's request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities. Maintenance and Repair processes are set forth in Section 12.3 of this Agreement. Maintenance of Service Charges are set forth in Exhibit A.

9.2.5.4 Qwest will maintain detailed records of trouble reports of CLEC-ordered Unbundled Loops comparing CLEC provided data with internal data, and evaluate such reports on at a minimum of a quarterly basis to determine the cause of Loop problems. Qwest will conduct a quarterly root cause analysis of problems associated with UNE Loops provided to CLECs by Qwest. Based on this analysis, Qwest will take corrective measure to fix persistent and recurrent problems, reporting to CLECs on the analysis and the process changes that are implemented to fix the problems.

9.2.5.5 Qwest shall allow access to the NID for testing purposes where access at the Demarcation Point is not adequate to allow testing sufficient to isolate troubles; in the event that Qwest chooses not to allow such access, Qwest must conduct the testing and it shall waive any trouble isolation and dispatch charges that may otherwise be applicable.

9.2.6. Spectrum Management

9.2.6.1 Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417.

9.2.6.2 When ordering xDSL Loops, CLEC will provide Qwest with appropriate information using NC/NCI codes to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. If CLEC notifies Qwest a service is significantly

degrading the performance of other Advanced Services or traditional voice band services on one of its facilities, within forty-eight (48) hours Qwest will provide CLEC with binder group information including cable, pair, Carrier, NC/NCI Code information and PSD class to allow CLEC to notify the causing Carrier of the problem. Such information provided by Qwest shall be considered Confidential Information pursuant to Section 5.16 of this Agreement. CLEC also agrees to notify Qwest of any change in Advanced Services technology that results in a change in spectrum management class on the xDSL Loop. Qwest agrees CLEC need not provide the speed or power at which the newly deployed or changed technology will operate if the technology fits within a generic PSD mask. Information provided by CLEC pursuant to this Section 9.2.6.2 shall be deemed Confidential Information pursuant to Section 5.16 of this Agreement.

9.2.6.3 If CLEC wishes to deploy new technology not yet designated with a PSD mask, Qwest and CLEC agree to work cooperatively to determine Spectrum Compatibility. Qwest and CLEC agree, as defined by the FCC, that technology is presumed acceptable for deployment when it complies with existing industry standards, is approved by a standards body or by the FCC or Commission, of if technology has been deployed elsewhere without a "significant degradation of service".

9.2.6.4 Qwest recognizes that the analog T1 service traditionally used within its network is a "known Disturber" as designated by the FCC. Qwest will place such T1s, by whoever employed, within Binder Groups in a manner that minimizes interference. Where such placement is insufficient to eliminate interference that disrupts other services being provided, Qwest shall, whenever it is Technically Feasible, replace its T1 technology with a technology that will eliminate undue interference problems. Qwest also agrees that any future "known Disturber" defined by the FCC or the Commission will be managed as required by FCC or Commission rules and orders and industry standards.

9.2.6.5 If either Qwest or CLEC claims a service is significantly degrading the performance of other Advanced Services or traditional voice band services, then that Party must notify the causing Carrier and allow the causing Carrier a reasonable opportunity to correct the problem. Upon notification, the causing Carrier shall promptly take action to bring its facilities/technology into compliance with industry standards. Upon request, within forty-eight (48) hours, Qwest will provide CLEC with binder group information including cable, pair, Carrier and PSD class to allow CLEC to notify the causing Carrier.

9.2.6.6 If CLEC is unable to isolate trouble to a specific pair within the binder group, Qwest, upon receipt of a trouble resolution request, will perform a main frame pair by pair analysis and provide results to CLEC within five (5) business days.

9.2.6.7 Reserved for Future Use.

9.2.6.8 Qwest will not have the authority to unilaterally determine what Advanced Services technologies may be deployed or to resolve any dispute over spectral interference among Carriers. Notwithstanding any other provision herein, Qwest shall not disconnect Carrier services to resolve a spectral interference dispute, except when voluntarily undertaken by the interfering Carrier or Qwest is ordered to do so by a Commission or other authorized dispute resolution body. CLEC may submit any claims for resolution under Section 5.18 of this Agreement.

12.1.6 Change Management

12.1.6.1 Qwest agrees to maintain a change management process, known as the Change Management Process (CMP), that is consistent with or exceeds industry guidelines, standards and practices to address Qwest's OSS, products and processes. The CMP shall include the following: (i) provide a forum for CLEC and Qwest to discuss CLEC and Qwest change requests (CR), CMP notifications, systems release life cycles, and communications; (ii) provide a forum for CLECs and Qwest to discuss and prioritize CRs, where applicable pursuant to Exhibit G; (iii) develop a mechanism to track and monitor CRs and CMP notifications; (iv) establish intervals where appropriate in the process; (v) processes by which CLEC impacts that result from changes to Qwest's OSS, products or processes can be promptly and effectively resolved; (vi) processes that are effective in maintaining the shortest timeline practicable for the receipt, development and implementation of all CRs; (vii) sufficient dedicated Qwest processes to address and resolve in a timely manner CRs and other issues that come before the CMP body; (viii) processes for OSS Interface testing; (ix) information that is clearly organized and readily accessible to CLECs, including the availability of web-based tools; (x) documentation provided by Qwest that is effective in enabling CLECs to build an electronic gateway; and (xi) a process for changing CMP that calls for collaboration among CLECs and Qwest and requires agreement by the CMP participants. Pursuant to the scope and procedures set forth in Exhibit G, Qwest will submit to CLECs through the CMP, among other things, modifications to existing products and product and technical documentation available to CLECs, introduction of new products available to CLECs, discontinuance of products available to CLECs, modifications to Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, introduction of Pre-ordering, Ordering, Provisioning, Maintenance and Repair or Billing processes, discontinuance of Pre-ordering, Ordering/Provisioning, Maintenance and Repair or Billing processes, modifications to existing OSS interfaces, introduction of new OSS interfaces, and retirement of existing OSS interfaces. Qwest will maintain as part of CMP an escalation process so that CMP issues can be escalated to a Qwest representative authorized to make a final decision and a process for the timely resolution of disputes. The governing document for CMP is attached as Exhibit G (the "CMP Document").

12.1.6.1.1 In the course of establishing operational ready system interfaces between Qwest and CLEC to support local service delivery, CLEC and Qwest may need to define and implement system interface specifications that are supplemental to existing standards. CLEC and Qwest will submit such specifications to the appropriate industry standards committee and will work towards their acceptance as standards.

12.1.6.1.2 Release updates will be implemented pursuant to the CMP set forth in Exhibit G.

12.1.6.1.3 Qwest will maintain the most current version of the CMP Document on its wholesale web site. In CMP, incorporating a change into the CMP Document requires unanimous agreement using the Voting Process currently set forth in Section 17.0 of Exhibit G. Modifications to the CMP Document will be incorporated as part of this Agreement, and will not require the execution or filing of any Amendment to this Agreement, only if the vote to change the CMP Document is unanimous.

12.1.6.1.4 In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC.

12.2 Pre-Ordering, Ordering, and Provisioning

12.2.1 Qwest will provide access to Pre-Ordering, Ordering and post-ordering functions, including order status. CLEC will populate the service request (e.g., Local Service Request or Access Service Request) to identify what features, services, or elements it wishes Qwest to provision in accordance with this Agreement and, to the extent not inconsistent with this Agreement, Qwest's published business rules.

12.2.1.1 Qwest shall provide all Provisioning services to CLEC during the same business hours that Qwest provisions services for its End User Customers. Qwest will provide out-of-hours Provisioning services to CLEC on a non-discriminatory basis as it provides such Provisioning services to itself, its End User Customers, its Affiliates or any other party. Qwest shall disclose the business rules regarding out-of-hours Provisioning on its wholesale website.

12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.

12.2.1.2.1 Intentionally Left Blank

12.2.1.2.2 Qwest will grant and process CLEC's expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.

12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.

12.2.2 Service Requests: Qwest offers various ordering methods to submit service requests for products and services under this Agreement. Before submitting such requests, the Parties will follow the procedures set forth in Section 3. Electronic access can be accomplished using Dial-up capability using CLEC's local computer, direct connection via a dedicated circuit (e.g., XML or QORA), or web access (e.g., GUI). Products and services may be ordered using Local Service Requests (LSRs), Access Service Requests (ASRs), or other forms, as described below.

12.2.2.1 Local Service Requests: CLEC may choose to submit Local Service Requests (LSRs) manually or electronically, via Qwest's Extensible Markup Language (XML) tool or Qwest's web based Graphical User Interface (GUI).

12.2.2.1.1 The interface guidelines for XML are based upon the Order & Billing Forum (OBF) Local Service Order Guidelines (LSOG), the

less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for at least the following list of products:

a) Resale; and

b) Unbundled Loop.

12.3.7.1.1.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

12.3.7.1.2 Completion Report provides CLEC with a daily report. This report is used to advise CLEC that the order(s) for the previous day's activity for the service(s) requested is complete. This includes service orders Qwest generates without an LSR (for example, records correction work, PIC or Maintenance and Repair charges). This report will include detailed information consistent with OBF guidelines, but no less than the BTN, service order number, PON, service name and address, the WTN the activity took place on and date the service order completed (the date the change was completed). Individual reports will be provided for Resale and Unbundled Loop.

12.3.7.1.2.1 For any inquiries, repairs or disputes relating to or arising from this report or lines missing from this report, Qwest shall not require CLEC to provide any Customer-identifying or order-identifying information, to Qwest that is not detailed in the report and is not required by OBF guidelines. Qwest will address the inquiry, repair, or dispute. If such information would be helpful in doing so, but has not been provided it in the report, Qwest will obtain the information internally.

12.4 Maintenance and Repair

12.4.0 Maintenance and Repair processes include trouble screening, isolation, and testing; trouble reporting and trouble status; activities to resolve troubles or perform maintenance work; and trouble closure. To facilitate trouble reporting and to coordinate the repair of the service provided by each Party to the other under this Agreement, each Party shall designate a repair center for such service. Each Party shall furnish a trouble reporting telephone number for the designated repair center. This number shall give access to the location where records are normally located and where current status reports on any trouble reports are readily available. If necessary, alternative out-of-hours procedures shall be established to ensure access to a location that is staffed and has the authority to initiate corrective action.

12.4.0.1 Qwest will provide repair and maintenance for all services covered by this Agreement in substantially the same time and manner as that which Qwest provides for itself, its End User Customers, its Affiliates, or any other party. Qwest shall provide CLEC repair status information in substantially the same time and manner Qwest provides for its retail services.

12.4.0.2 During the term of this Agreement, Qwest will provide necessary maintenance business process support to allow CLEC to provide similar service quality to that provided by Qwest to itself, its End User Customers, its Affiliates, or any other party.

12.4.0.3 Qwest will perform repair service that is substantially the same in timeliness and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party. Trouble calls from CLEC shall receive response time priority that is substantially the same as that provided to Qwest, its End User Customers, its Affiliates, or any other party and shall be handled in a non-discriminatory manner.

12.4.1 Trouble Screening, Isolation and Testing

12.4.1.1 Before either Party reports a trouble condition, it shall use its best efforts to isolate the trouble to the other Party's facilities. The Parties shall cooperate in isolating trouble conditions. In cases where a trouble condition affects a significant portion of the other's service, the Parties shall assign the same priority provided to other interconnecting CLECs as itself, its End User Customers, its Affiliates, or any other party.

12.4.1.2 Qwest will cooperate with CLEC to show CLEC how Qwest screens trouble conditions in its own centers, so that CLEC may choose to employ similar techniques in its centers.

12.4.1.3 CLEC is responsible for its own End User Customer base and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. CLEC will perform trouble isolation on services it provides to its End User Customers to the extent the capability to perform such trouble isolation is available to CLEC, prior to reporting trouble to Qwest. For services and facilities where the capability to test all or portions of the Qwest network service or facility rest with Qwest, Qwest will make such capability available to CLEC to perform appropriate trouble isolation and screening. CLEC shall have access for testing purposes at the Demarcation Point, NID, or Point of Interface. Qwest will work cooperatively with CLEC to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Qwest's network. Qwest and CLEC will report trouble isolation test results to the other. Each Party shall be responsible for the costs of performing trouble isolation on its facilities, subject to Sections 12.4.1.5 and 12.4.1.6.

12.4.1.4 Notwithstanding any other provision of this Section 12.4.1, when CLEC does not have the ability to diagnose and isolate trouble on a Qwest line, circuit, or service provided in this Agreement that CLEC is utilizing to serve an End User Customer, Qwest will conduct testing, to the extent testing capabilities are available to Qwest, to diagnose and isolate a trouble in substantially the same time and manner that Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.1.5 When CLEC requests that Qwest perform trouble isolation with CLEC, a Maintenance of Service Charge, if any, will apply when Qwest dispatches a technician and the trouble is found to be on the End User Customer's side of the Demarcation Point. If the trouble is on the End User Customer's side of the Demarcation Point, and the CLEC authorizes Qwest to repair trouble on the CLEC's behalf, Qwest will charge CLEC the appropriate Additional Labor Charge set forth in Exhibit A in addition to the

Maintenance of Service Charge, if any.

12.4.1.5.1 If the circuit is on Pair Gain, or like equipment that CLEC or Qwest cannot test through, and CLEC advises Qwest of this, Qwest will not assess testing charges. Whether other charges, (including charges with a testing component) such as dispatch charges, Maintenance of Service charges, Trouble Isolation Charges, apply will be governed by the provisions of this Agreement associated with such charges (e.g., 6.6.4 and 9.2.5.2).

12.4.1.6 When CLEC elects not to perform trouble isolation and CLEC requests Qwest to perform optional testing, Qwest will charge CLEC the applicable optional testing rate as set forth in Exhibit A. If after completing the optional testing Qwest dispatches a technician at CLEC request, a Maintenance of Service Charge shall apply if the trouble is not in Qwest's facilities, including Qwest's facilities leased by CLEC. Maintenance of Service Charges are set forth in Exhibit A. When trouble is found on Qwest's side of the Demarcation Point, or Point of Interface during the investigation of the initial or repeat trouble report for the same line or circuit within thirty (30) Days, Maintenance of Service Charges shall not apply.

12.4.1.6.1 If the circuit is on Pair Gain, Qwest will not assess optional testing charges.

12.4.1.6.2 Prior to Qwest conducting a test on a line, circuit, or service provided in this Agreement that CLEC is using to serve an End User Customer, Qwest must receive a trouble report from CLEC.

12.4.1.7 For the purposes of Section 12.4.1.8, Trouble Reports means trouble reports received via (MEDIACC, CEMR or successor system, if any) or reported to one of Qwest's call or repair centers.and managed or tracked within Qwest's call center databases and Qwest's WFA (Work Force Administration and MTAS (Maintenance Tracking Administration System) and successor systems, if any.

12.4.1.8 Where Qwest has billed CLEC for Maintenance of Services or Trouble Isolation ("TIC") charges for a CLEC Trouble Report, Qwest will remove such Maintenance of Services or TIC charge from CLEC's account and CLEC may bill Qwest for its repeat dispatch(es) to recover a Maintenance of Services or TIC charge or CLEC's actual costs, whichever is less, if all of the following conditions are met:

(a) the repeat Trouble Report(s) is the same trouble as the Trouble Report ("Repeat Trouble"), as is demonstrated by CLEC's test results isolated between consecutive CLEC access test points; and

(b) the Repeat Trouble is reported within (3) business days of the prior trouble ticket closure; and

(c) the Repeat Trouble has been found to be in the facilities owned or maintained by Qwest or Qwest facilities leased by CLEC; and

(d) CLEC has provided the circuit specific test results for the tests required by Section 12.4.1.1, on the prior and Repeat Trouble that indicates there is trouble in Qwest's network, consistent with the CLEC efficient use of space available for the purposes of providing test results on the Qwest standard trouble ticket form.

(If CLEC does not provide test results, Qwest will bill and CLEC will pay for optional testing where applicable pursuant to Section 12.4.1.6); and

(e) CLEC's demonstration of its technician dispatch on the prior and Repeat Trouble; provided that such demonstration is sufficient when documented by CLEC's records that are generated and maintained in the ordinary course of CLEC's business.

(i) If, however, CLEC does not use remote testing capability, a technician dispatch is required for both the prior and Repeat Trouble. Where CLEC uses remote testing capability and provides the test results describe in subsection (d) of Section 12.4.1.8, CLEC must demonstrate the technician dispatch pursuant to subsection (e) of Section 12.4.1.8 only for the Repeat Trouble.

12.4.2 Trouble Reports and Trouble Status

12.4.2.1 The first time a trouble is reported, Qwest will assign a trouble report tracking number, as described in Section 12.1.3.3.3.1.1.

12.4.2.2 CLEC may report trouble to Qwest through the Electronic Bonding or GUI interfaces provided by Qwest or manually through the support centers described above in Section 12.1.3.3.3.

12.4.2.2.1 Qwest shall provide electronic interface gateways, including an Electronic Bonding interface and a GUI interface, for reviewing a End User Customer's trouble history at a specific location, conducting testing of a End User Customer's service where applicable, reporting trouble to facilitate the exchange of updated information and progress reports between Qwest and CLEC while the trouble report is open and a Qwest technician is working on the resolution. For designed services, Qwest will not close the trouble report prior to verification with CLEC that trouble is cleared.

12.4.2.2.2 CLEC may access the status of manually reported trouble through the electronic interfaces described in Section 12.4.2.2.1.

12.4.2.3 CLEC may review the status of trouble reports and messages posted by Qwest technicians through the Electronic Bonding or GUI interfaces provided by Qwest or manually by contacting the support centers described above in Section 12.1.3.3.3.

12.4.2.3.1 On manually-reported trouble, Qwest will inform CLEC of repair completion in substantially the same time and manner as Qwest provides to itself, its End User Customers, its Affiliates, or any other party. On electronically reported trouble reports the electronic system will automatically update status information, including trouble completion, across the joint electronic gateway as the status changes.

12.4.2.4 Qwest will notify CLEC, in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party, that a trouble report commitment (appointment or interval) has been or is likely to be missed. At CLEC option, notification may be sent by e-mail or through the

electronic interface. CLEC may telephone the Qwest repair center or use the electronic interfaces to obtain jeopardy status.

12.4.2.5 Similar trouble conditions, whether reported on behalf of Qwest End User Customers or on behalf of CLEC End User Customers, will receive commitment intervals in substantially the same time and manner as Qwest provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.2.6 Manually-reported repair calls by CLEC to Qwest will be answered with the same quality and speed as Qwest answers calls from its own End Users Customers.

12.4.3 Activities to Resolve Trouble Reports or Perform Maintenance and Repair Work

12.4.3.1 A CLEC trouble report is prioritized without regard to the service provider, including Qwest.

12.4.3.2 Qwest will cooperate with CLEC to meet the Maintenance and Repair standards outlined in this Agreement.

12.4.3.3 When CLEC reports that CLEC has isolated trouble to the Qwest network, Qwest will perform trouble isolation to the extent the capability to perform such trouble isolation is available to Qwest.

12.4.3.3.1 Prior to requiring access to the End User Customer premises, Qwest will conduct testing to determine if the trouble can be resolved without access to the End User Customer premises. Outside of normal business hours, Qwest will not dispatch to the last testable point in a circuit if isolation can be obtained via remote testing. If the circuit can be tested as needed and the trouble can be resolved without access to the End User Customer premises, Qwest will proceed with resolving the trouble.

12.4.3.4 Qwest shall test to ensure electrical continuity of all UNEs, including Central Office Demarcation Point, and services it provides to CLEC prior to closing a trouble report.

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

12.4.3.6 Dispatch: Qwest will provide dispatch personnel in substantially the same time and manner it provides for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.6.1 Upon the receipt of a trouble report from CLEC, Qwest will follow internal processes and industry standards to resolve the repair condition. Qwest will dispatch Maintenance and Repair personnel when needed to repair the condition. Initially, it will be Qwest's decision whether or not to send a technician out on a dispatch. Qwest will make this dispatch decision based on the best information available to it in the trouble resolution process. It is not always necessary to dispatch to resolve trouble. Qwest will only charge for a dispatch if it dispatches and the trouble is not found to be in the Qwest network.

12.4.3.6.2 For POTS lines and designed service circuits, Qwest is responsible for all Maintenance and Repair of the line or circuit and will make the determination to dispatch to locations other than the CLEC End User Customer Premises without prior CLEC authorization. For dispatch to the CLEC End User Customer Premises, Qwest shall obtain prior CLEC authorization with the exception of major network outage restoration, cable rearrangements, and MTE terminal Maintenance and Repair or replacement.

12.4.3.6.3 Whenever a Qwest technician is dispatched to an End User Customer premise other than for the sole purpose of tagging of the Demarcation Point, CLEC may request Qwest to place a tag accurately identifying the line or circuit, including the telephone number or Qwest Circuit ID, at the Demarcation Point if such a tag is not present. Qwest will perform such tagging at no charge to CLEC. If CLEC is requesting the dispatch solely for purposes of having Qwest tag the Demarcation Point, see Section 12.3.1.1.

12.4.3.7 Intentionally Left Blank.

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12.4.3.9 Intentionally Left Blank.

12.4.3.10 Major Outages/Restoral/Notification

12.4.3.10.1 Intentionally Left Blank.

12.4.3.10.2 Qwest will notify CLEC of major network outages via e-mail to CLEC's identified contact. With the minor exception of certain Proprietary Information such as End User Customer information, Qwest will utilize the same thresholds and processes for external notification as it does for internal purposes. This major network outage information will be sent via e-mail on the same schedule as is provided internally within Qwest. The email notification schedule shall consist of initial report of abnormal condition and estimated restoration time/date, abnormal condition updates, and final disposition. Service restoration will be non-discriminatory, and will be accomplished as quickly as possible according to Qwest and/or industry standards.

12.4.3.10.3 Qwest will meet with associated personnel from CLEC to share contact information and review Qwest's outage restoral processes and notification processes.

12.4.3.10.4 Qwest's emergency restoration process operates on a 7X24 basis.

12.4.3.10.5 Qwest may have an obligation to report network outages or other network troubles to the Commission in accordance with Applicable Law. In the event CLEC provides services to one or more End User Customers though the use of Resale or Unbundled Network Elements and there is a network outage or service trouble that Qwest must report to the Commission, Qwest shall make such reports on behalf of itself and CLEC.

12.4.3.11 Protective Maintenance and Repair

12.4.3.11.1 Qwest will work cooperatively with CLEC to develop industry-wide processes to provide as much notice as possible of pending maintenance activity. Qwest shall provide notice of potentially CLEC End User Customer impacting maintenance activity, to the extent Qwest can determine such impact, and negotiate mutually agreeable dates with CLEC in substantially the same time and manner as it does for itself, its End User Customers, its Affiliates, or any other party.

12.4.3.11.2 Qwest shall advise CLEC of non-scheduled Maintenance and Repair, testing, monitoring, and surveillance activity to be performed by Qwest on any Services, including, to the extent Qwest can determine, any hardware, equipment, software, or system providing service functionality which may potentially impact CLEC and/or CLEC End User Customers. Qwest shall provide the maximum advance notice of such non-scheduled Maintenance and Repair and testing activity possible, under the circumstances; provided, however, that Qwest shall provide emergency Maintenance and Repair as promptly as possible to maintain or restore service and shall advise CLEC promptly of any such actions it takes.

12.4.3.11.3 Qwest will perform scheduled maintenance of substantially the same type and quality to that which it provides to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.12 Switch and Frame Conversion Service Order Practices

12.4.3.12.1 Switch Conversions. Switch conversion activity generally consists of the removal of one Switch and its replacement with another. Generic Switch software or hardware upgrades, the addition of Switch line and trunk connection hardware and the addition of capacity to a Switch do not constitute Switch conversions.

12.4.3.12.2 Frame Conversions. Frame conversions are generally the removal and replacement of one or more frames, upon which the Switch Ports terminate.

12.4.3.12.3 Conversion Date. The "Conversion Date" is a Switch or frame conversion planned day of cut-over to the replacement frame(s) or Switch. The actual conversion time typically is set for midnight of the Conversion Date. This may cause the actual Conversion Date to migrate into the early hours of the day after the planned Conversion Date.

12.4.3.12.4 Conversion Embargoes. A Switch or frame conversion embargo is the time period that the Switch or frame Trunk Side facility connections are frozen to facilitate conversion from one Switch or frame to another with minimal disruption to the End User Customer or CLEC services. During the embargo period, Qwest will reject orders for Trunk Side facilities (see Section 12.4.3.12.5) other than conversion orders described in Section 12.4.3.12.7. Notwithstanding the foregoing and to the extent Qwest provisions trunk or trunk facility related service orders for itself, its End User Customers, its Affiliates, or any other party during embargoes, Qwest shall provide CLEC the same capabilities.

12.4.3.12.5 ASRs for Switch or frame Trunk Side facility Augments to capacity or changes to Switch or frame Trunk Side facilities must be issued by CLEC with a Due Date prior to or after the appropriate embargo interval as identified in the ICONN database. Qwest shall reject Switch or frame Trunk Side ASRs to Augment capacity or change facilities issued by CLEC or Qwest, its End User Customers, its Affiliates or any other party during the embargo period, regardless of the order's Due Date except for conversion ASRs described in Section 12.4.3.12.7.

12.4.3.12.6 For Switch and Trunk Side frame conversions, Qwest shall provide CLEC with conversion trunk group service requests (TGSR) no less than ninety (90) Days before the Conversion Date.

12.4.3.12.7 For Switch and Trunk Side frame conversions, CLEC shall issue facility conversion ASRs to Qwest no later than thirty (30) Days before the Conversion Date for like-for-like, where CLEC mirrors their existing circuit design from the old Switch or frame to the new Switch or frame, and sixty (60) Days before the Conversion Date for addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS).

12.4.3.12.8 Frame Embargo Period. During frame conversions, service orders and ASRs shall be subject to an embargo period for services and facilities connected to the affected frame. For conversion of trunks where CLEC mirrors their existing circuit design from the old frame to the new frame on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until 5 Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics (i.e., change of AMI to B8ZS) to the new frame, new facility ASRs shall be placed, and the embargo period shall extend from 60 Days prior to the Conversion Date until 5 Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for frame conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.9 Switch Embargo Period. During Switch conversions, service orders and ASRs shall be subject to an embargo period for services and facilities associated with the Trunk Side of the Switch. For conversion of trunks where CLEC mirrors their existing circuit design from the old Switch to the new Switch on a like-for-like basis, such embargo period shall extend from thirty (30) Days prior to the Conversion Date until five (5) Days after the Conversion Date. If CLEC requests the addition of trunk capacity or modification of circuit characteristics to the new Switch, new facility ASRs shall be placed, and the embargo period shall extend from sixty (60) Days prior to the Conversion Date until five (5) Days after the Conversion Date. Prior to instituting an embargo period, Qwest shall identify the particular dates and locations for Switch conversion embargo periods on its web site in the ICONN database described in Section 12.1.3.2.5 above.

12.4.3.12.10 Switch and Frame Conversion Quiet Periods for LSRs. Switch and frame conversion quiet periods are the time period within which LSRs may not contain Due Dates, with the exception of LSRs that result in disconnect

orders, including those related to LNP orders, record orders, Billing change orders for non-switched products, and emergency orders.

12.4.3.12.10.1 LSRs of any kind issued during Switch or frame conversion quiet periods create the potential for loss of End User Customer service due to manual operational processes caused by the Switch or frame conversion. LSRs of any kind issued during the Switch or frame conversion quiet periods will be handled as set forth below, with the understanding that Qwest shall use its best efforts to avoid the loss of End User Customer service. In the event that CLEC End User Customer service is disconnected in error, Qwest will restore CLEC End User Customer service through the process described in Sections 12.1.3.3.

12.4.3.12.10.2 The quiet period for Switch conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed for the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion and is identified in the ICONN database.

12.4.3.12.10.3 The quiet period for frame conversions, where no LSRs except those requesting order activity described in Section 12.4.2.12.10 are processed or the affected location, extends from five (5) Days prior to conversion until two (2) Days after the conversion.

12.4.3.12.10.4 LSRs, except those requesting order activity described in Section 12.4.2.12.10, (i) must be issued with a Due Date prior to or after the conversion quiet period and (ii) may not be issued during the quiet period. LSRs that do not meet these requirements will be rejected by Qwest.

12.4.3.12.10.5 LSRs requesting disconnect activity issued during the quiet period, regardless of requested Due Date, will be processed after the quiet period expires.

12.4.3.12.10.6 CLEC may request a Due Date change to a LNP related disconnect scheduled during quiet periods up to 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.10.7 CLEC may request a Due Date change to a LNP related disconnect order scheduled during quiet periods after 1:00 P.M. Central Time the day prior to the scheduled LSR Due Date until 1:00 P.M. Central Time the day after the scheduled LSR Due Date. Such changes shall be requested by issuing a supplemental LSR requesting a Due Date change and contacting the Interconnect Service Center. Such changes shall be handled as emergency orders by Qwest.

12.4.3.12.11 Switch Upgrades. Generic Switch software and hardware upgrades are not subject to the Switch conversion embargoes or quiet periods described above. If such generic Switch or software upgrades require significant

activity related to translations, an abbreviated embargo and/or quiet period may be required.

12.4.3.12.12 Switch Line and Trunk Hardware Additions. Qwest shall use its best efforts to minimize CLEC service order impacts due to hardware additions and modifications to Qwest's existing Switches.

12.4.3.13 Major Switch Maintenance and Repair Hours and Notices

12.4.3.13.1 Generally, Qwest performs major Switch Maintenance and Repair activities off-hours, during certain "Maintenance and Repair windows." Major Switch Maintenance and Repair activities include Switch conversions, Switch generic upgrades and Switch equipment additions.

12.4.3.13.2 Generally, the Maintenance and Repair window is between 11:00 p.m. through 7:00 a.m. Monday through Friday, and Saturday 11:00 p.m. through Monday 7:00 a.m., Central Time. Although Qwest normally does major Switch Maintenance and Repair during the above Maintenance and Repair window, there will be occasions where this will not be possible. Qwest will provide notification of any and all Maintenance and Repair activities that may impact CLEC Ordering practices such as embargoes, moratoriums, and quiet periods in substantially the same time and manner as Qwest provides this information to itself, its End User Customers, its Affiliates, or any other party.

12.4.3.13.3 Planned generic upgrades to Qwest Switches will be available to CLEC via Qwest's Web site in the ICONN database, which is described in Section 12.1.3.2.5 above.

12.4.3.14 Impairment of Service

12.4.3.14.1 The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not: 1) interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring Carriers involved in its services; 2) cause damage to the plant of the other Party, its affiliated companies, or its connecting concurring Carriers involved in its services; 3) violate any Applicable Law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities; or 4) create hazards to the employees of either Party or to the public. Each of these requirements is referred to as an "Impairment of Service."

12.4.3.14.2 If it is confirmed that either Party is causing an Impairment of Service, as set forth in this Section, the Party whose network or service is being impaired (the Impaired Party) shall promptly notify the Party causing the Impairment of Service (the Impairing Party) of the nature and location of the problem. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service.

12.4.3.15 Inside Wire Maintenance: Except where specifically required by state or federal regulatory mandates, Qwest will not perform any maintenance of inside wire

(premises wiring beyond the End User Customer's Demarcation Point) for CLEC or its End User Customers.

12.4.4 Trouble Report Closure

12.4.4.1 When Qwest closes a trouble report, Qwest will assign a code accurately identifying the reason or cause for service problems and the action taken (i.e., a "disposition code").

12.4.4.2 Qwest will notify CLEC of the disposition code upon request. For Maintenance and Repair trouble reports, the disposition code and any remarks will also be available through electronic interface (e.g., Customer Electronic Maintenance and Repair (CEMR)). CLEC closed trouble reports will be available to CLEC via the history function in the electronic interface (e.g., CEMR).

12.4.4.3 Qwest will provide a web based tool (currently known as Maintenance and Repair Invoice Tool) that allows CLEC to access electronic copies of Qwest repair invoice information. The repair invoice information will include the time and material information that Qwest provides to its retail End User Customers on their time and material invoices. Qwest, through this tool, will provide access to at least the telephone number or circuit identification, CLEC ticket number, Qwest ticket number, End User Customer Address, End User Customer Name, USOC, Quantity, Start Date, End Date, Disposition Code, and any related remarks (comments by repair technician). Such invoice information will be available to CLEC within two (2) business days of ticket closure for POTS services and sixteen (16) business days for non-POTS services. Invoice information will be retained and available to CLEC via this tool for at least twelve (12) months.

12.5 Billing

12.5.1 For Connectivity Billing, Recording, and Exchange of Information, see Section 21.

12.6 On-Going Support for OSS

Before any CLEC implementation can begin, CLEC must completely and accurately answer the New Customer Questionnaire as required in Section 3.2 and its sub-sections. Once Qwest receives a complete and accurate New Customer Questionnaire (initial or updated), Qwest and CLEC will mutually agree upon time frames for implementation of connectivity between CLEC and the OSS interfaces.

12.6.1 Qwest will support previous XML releases for six (6) months after the next subsequent XML release has been deployed. Exceptions to these guidelines, if any, will be considered in accordance with the CMP procedures. Qwest will use all reasonable efforts to provide sufficient support to ensure that issues that arise in migrating to the new release are handled in a timely manner.

12.6.2 Qwest will provide written notice to CLEC of the need to migrate to a new release.

12.6.3 Qwest will provide an XML Implementation Coordinator to work with CLEC for business scenario re-certification, migration and data conversion strategy definition.

12.6.4 Re-certification is the process by which CLECs demonstrate the ability to

FINAL

New	Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	MRC
8.17	**Joint Testing**						
8.17.1	Virtual Collocation Maintenance Charge (Price Contains a One Hour Set Up Fee)			$51.65			I
8.17.2	Per Half Hour Test Time Fee at the Virtual Collocation Charge			$25.82			I
9.0	**Unbundled Network Elements (UNEs)**						
9.1	**Interconnection Tie Pairs (ITP) - Per Connection**						
9.1.1	DS0	$0.00			B		
9.1.2	DS1	$0.00			B		
9.1.3	DS3	$0.00			B		
9.2	**Unbundled Loops**						
9.2.1	Analog Loops			See 9.2.4			
9.2.1.1	2-Wire Voice Grade Loop						
9.2.1.1.1	Zone 1	$5.83			E		
9.2.1.1.2	Zone 2	$8.95			E		
9.2.1.1.3	Zone 3	$10.62			E		
9.2.1.1.4	Zone 4	$15.66			E		
9.2.1.2	Intentionally Left Blank						
9.2.1.3	4-Wire Voice Grade Loop						
9.2.1.3.1	Zone 1	$11.30			E		
9.2.1.3.2	Zone 2	$17.39			E		
9.2.1.3.3	Zone 3	$20.70			E		
9.2.1.3.4	Zone 4	$30.77			E		
9.2.2	Nonloaded Loops			See 9.2.4			
9.2.2.1	2-Wire Voice Grade Loop						
9.2.2.1.1	Zone 1	$5.83			E		
9.2.2.1.2	Zone 2	$8.95			E		
9.2.2.1.3	Zone 3	$10.62			E		
9.2.2.1.4	Zone 4	$15.66			E		
9.2.2.2	Intentionally Left Blank						
9.2.2.3	4-Wire Nonloaded Loop						
9.2.2.3.1	Zone 1	$11.30			E		
9.2.2.3.2	Zone 2	$17.39			E		
9.2.2.3.3	Zone 3	$20.70			E		
9.2.2.3.4	Zone 4	$30.77			E		
9.2.2.4	Cable Unloading / Bridge Tap Removal			$0.00			B
9.2.3	Digital Capable Loops						
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop			See 9.2.4			
9.2.3.1.1	Zone 1	$5.83			E		
9.2.3.1.2	Zone 2	$8.95			E		
9.2.3.1.3	Zone 3	$10.62			E		
9.2.3.1.4	Zone 4	$15.66			E		
9.2.3.2	Intentionally Left Blank						
9.2.3.3	DS1 Capable Loop			See 9.2.5			
9.2.3.3.1	Zone 1	$27.14			E		
9.2.3.3.2	Zone 2	$33.23			E		
9.2.3.3.3	Zone 3	$36.54			E		
9.2.3.3.4	Zone 4	$46.61			E		
9.2.3.4	DS3 Capable Loop			See 9.2.6			
9.2.3.4.1	Zone 1	$599.81			E		
9.2.3.4.2	Zone 2	$605.96			E		
9.2.3.4.3	Zone 3	$601.96			E		
9.2.3.4.4	Zone 4	$705.26			E		
9.2.3.5	Intentionally Left Blank						
9.2.3.6	2-Wire Extension Technology	$0.00			B		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required	See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation						
9.2.4.1.1	2-Wire Loop						
9.2.4.1.1.1	First						
9.2.4.1.1.1.1	Installation			$2.38			B
9.2.4.1.1.1.2	Disconnect			$1.95			B
9.2.4.1.1.2	Each Additional						
9.2.4.1.1.2.1	Installation			$2.38			B
9.2.4.1.1.2.2	Disconnect			$1.95			B
9.2.4.1.2	4-Wire Loop						
9.2.4.1.2.1	First						
9.2.4.1.2.1.1	Installation			$13.77			B
9.2.4.1.2.1.2	Disconnect			$10.15			B
9.2.4.1.2.2	Each Additional						

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New					Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
				9.2.4.1.2.2.1	Installation			$13.77			B
				9.2.4.1.2.2.2	Disconnect			$10.15			B
9.2.4.2	Basic Installation with Performance Testing										
	9.2.4.2.1	2-Wire Loop									
		9.2.4.2.1.1	First								
				9.2.4.2.1.1.1	Installation			$12.47			E
				9.2.4.2.1.1.2	Disconnect			$1.95			E
		9.2.4.2.1.2	Each Additional								
				9.2.4.2.1.2.1	Installation			$12.47			E
				9.2.4.2.1.2.2	Disconnect			$1.95			E
	9.2.4.2.2	4-Wire Loop									
		9.2.4.2.2.1	First								
				9.2.4.2.2.1.1	Installation			$24.17			E
				9.2.4.2.2.1.2	Disconnect			$10.15			E
		9.2.4.2.2.2	Each Additional								
				9.2.4.2.2.2.1	Installation			$24.17			E
				9.2.4.2.2.2.2	Disconnect			$10.15			E
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation										
	9.2.4.3.1	2-Wire Loop									
		9.2.4.3.1.1	First								
				9.2.4.3.1.1.1	Installation			$14.89			E
				9.2.4.3.1.1.2	Disconnect			$1.95			E
		9.2.4.3.1.2	Each Additional								
				9.2.4.3.1.2.1	Installation			$14.89			E
				9.2.4.3.1.2.2	Disconnect			$1.95			E
	9.2.4.3.2	4-Wire Loop									
		9.2.4.3.2.1	First								
				9.2.4.3.2.1.1	Installation			$26.67			E
				9.2.4.3.2.1.2	Disconnect			$10.15			E
		9.2.4.3.2.2	Each Additional								
				9.2.4.3.2.2.1	Installation			$26.67			E
				9.2.4.3.2.2.2	Disconnect			$10.15			E
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation										
	9.2.4.4.1	2-Wire Loop									
		9.2.4.4.1.1	First								
				9.2.4.4.1.1.1	Installation			$2.46			E
				9.2.4.4.1.1.2	Disconnect			$1.95			E
		9.2.4.4.1.2	Each Additional								
				9.2.4.4.1.2.1	Installation			$2.46			E
				9.2.4.4.1.2.2	Disconnect			$1.95			E
	9.2.4.4.2	4-Wire Loop									
		9.2.4.4.2.1	First								
				9.2.4.4.2.1.1	Installation			$13.96			E
				9.2.4.4.2.1.2	Disconnect			$10.15			E
		9.2.4.4.2.2	Each Additional								
				9.2.4.4.2.2.1	Installation			$13.96			E
				9.2.4.4.2.2.2	Disconnect			$10.15			E
9.2.4.5	Basic Installation with Cooperative Testing										
	9.2.4.5.1	2-Wire Loop									
		9.2.4.5.1.1	First								
				9.2.4.5.1.1.1	Installation			$12.47			E
				9.2.4.5.1.1.2	Disconnect			$1.95			E
		9.2.4.5.1.2	Each Additional								
				9.2.4.5.1.2.1	Installation			$12.47			E
				9.2.4.5.1.2.2	Disconnect			$1.95			E
	9.2.4.5.2	4-Wire Loop									
		9.2.4.5.2.1	First								
				9.2.4.5.2.1.1	Installation			$24.17			E
				9.2.4.5.2.1.2	Disconnect			$10.15			E
		9.2.4.5.2.2	Each Additional								
				9.2.4.5.2.2.1	Installation			$24.17			E
				9.2.4.5.2.2.2	Disconnect			$10.15			E
9.2.5	DS1 Loop Installation Charges					See 9.2.3.3					
	9.2.5.1	Basic Installation									
		9.2.5.1.1	First								
				9.2.5.1.1.1	Installation			$25.22			B
				9.2.5.1.1.2	Disconnect			$17.73			B
		9.2.5.1.2	Each Additional								
				9.2.5.1.2.1	Installation			$25.22			B

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New							Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
12.4 Trouble Isolation Charge										Qwest's Minnesota Exchange and Network Services Catalog Tariff			
17.0 Bona Fide Request Process													
17.1 Processing Fee										$1,919.97			E

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets:

- A Docket CI-99-776
- B Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
- C Docket CI-99-1665, Line Sharing
- D 271 Docket No. P-421/CI-01-1374
- E Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
- F Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
- G Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
- H Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 - ICNAM, OS/DA
- I Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim

+ Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.

++ Negotiated rate until Commission approves a rate.

+++ Negotiated rate for the term of the ICA.

++++ Rates developed initially in Docket C-01-1896

+++++ The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.

[1] Rates not approved in cost docket.

[2] Intentionally Left Blank

[3] ICB, Individual Case Basis pricing. Qwest will not Charge Rates Until Approved by Commission.

[4] Rates per FCC Guidelines. Pole Attachment & Innerduct Occupancy rates were revised in 9/14/04 Exhibit A to reflect newly calculated rates.

[5] The $12.85 Nonrecurring (NRC) associated with the dedicated transport rate element is intended to be charged for each trunk established, e.g., if 24 trunks are established on a DS1 the $12.85 would be applied 24 times. If the entrance facility, dedicated transport, and the 24 trunks are ordered together, the $12.85 NRC for the entrance facility is waived. Intentionally Left Blank

[6] Charge of $541.50 (for 100 Square Foot) was converted to a per Square Foot charge of $5.42 ($541.50/100)

[7] Nonrecurring charge is POTS Installation ($2.38) plus 2-Wire cross-connect at FDI ($17.11)

[8] Intentionally Left Blank

[9] Qwest has not implemented the NID recurring charges approved in Docket P-421/CI-01-1375 but reserves the right to assess such a charge in the future.

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New				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop						See 9.2.4			
	9.2.3.1.1	Zone 1			$5.83			E		
	9.2.3.1.2	Zone 2			$8.95			E		
	9.2.3.1.3	Zone 3			$10.62			E		
	9.2.3.1.4	Zone 4			$15.66			E		
9.2.3.2	Intentionally Left Blank									
9.2.3.3	DS1 Capable Loop						See 9.2.5			
	9.2.3.3.1	Zone 1			$27.14			E		
	9.2.3.3.2	Zone 2			$33.23			E		
	9.2.3.3.3	Zone 3			$36.54			E		
	9.2.3.3.4	Zone 4			$46.61			E		
9.2.3.4	DS3 Capable Loop						See 9.2.6			
	9.2.3.4.1	Zone 1			$599.81			E		
	9.2.3.4.2	Zone 2			$605.96			E		
	9.2.3.4.3	Zone 3			$601.96			E		
	9.2.3.4.4	Zone 4			$705.26			E		
9.2.3.5	Intentionally Left Blank									
9.2.3.6	2-Wire Extension Technology				$0.00			B		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required				See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation									
	9.2.4.1.1	First								
		9.2.4.1.1.1	Installation				$10.50			J
		9.2.4.1.1.2	Disconnect				$1.95			J
	9.2.4.1.2	Each Additional								
		9.2.4.1.2.1	Installation				$4.76			J
		9.2.4.1.2.2	Disconnect				$1.95			J
9.2.4.2	Basic Installation with Performance Testing									
	9.2.4.2.1	First								
		9.2.4.2.1.1	Installation				$42.15			J
		9.2.4.2.1.2	Disconnect				$1.95			J
	9.2.4.2.2	Each Additional								
		9.2.4.2.2.1	Installation				$24.94			J
		9.2.4.2.2.2	Disconnect				$1.95			J
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation									
	9.2.4.3.1	First								
		9.2.4.3.1.1	Installation				$50.32			J
		9.2.4.3.1.2	Disconnect				$1.95			J
	9.2.4.3.2	Each Additional								
		9.2.4.3.2.1	Installation				$29.78			J
		9.2.4.3.2.2	Disconnect				$1.95			J
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation									
	9.2.4.4.1	First								
		9.2.4.4.1.1	Installation				$13.78			J
		9.2.4.4.1.2	Disconnect				$1.95			J
	9.2.4.4.2	Each Additional								
		9.2.4.4.2.1	Installation				$4.92			J
		9.2.4.4.2.2	Disconnect				$1.95			J
9.2.4.5	Basic Installation with Cooperative Testing									
	9.2.4.5.1	First								
		9.2.4.5.1.1	Installation				$42.15			J
		9.2.4.5.1.2	Disconnect				$1.95			J
	9.2.4.5.2	Each Additional								
		9.2.4.5.2.1	Installation				$24.94			J
		9.2.4.5.2.2	Disconnect				$1.95			J
9.2.5	DS1 Loop Installation Charges				See 9.2.3.3					
9.2.5.1	Basic Installation									
	9.2.5.1.1	First								
		9.2.5.1.1.1	Installation				$43.57			J
		9.2.5.1.1.2	Disconnect				$17.73			J
	9.2.5.1.2	Each Additional								
		9.2.5.1.2.1	Installation				$30.26			J
		9.2.5.1.2.2	Disconnect				$17.73			J
9.2.5.2	Basic Installation with Performance Testing									
	9.2.5.2.1	First								
		9.2.5.2.1.1	Installation				$104.62			J
		9.2.5.2.1.2	Disconnect				$17.73			J
	9.2.5.2.2	Each Additional								

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New	Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
17.0 Bona Fide Request Process							
17.1 Processing Fee				$1,862.02			J

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets

A	Docket CI-99-776
B	Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
E	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
F	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
G	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
H	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 - ICNAM, OS/DA
I	Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim
J	Docket No. P-421/AM-06-713 Review of TELRIC Rates Track 1
K	Docket No. P-421/AM-06-713 Review of TELRIC Rates Effective January 1, 2009
+	Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
+++	Negotiated rate for the term of the ICA.
+++++	The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.
[1]	Intentionally Left Blank
[2]	Intentionally Left Blank
[3]	ICB, Individual Case Basis pricing.
[4]	Rates per FCC Guidelines.
[5]	Intentionally Left Blank
[6]	This element uses an ordered rate from a different section of Exhibit A.
[7]	Intentionally Left Blank
[8]	Qwest cannot currently bill different rates for LMC (9.23.6.8) and EEL Rearrangement (9.23.7.7). Therefore, Qwest will use the EEL rates (which are the lowest) for LMC. Qwest reserves the right to bill the PUC-approved LMC rates in the future after appropriate notice to the Commission, the Department of Commerce, and CLEC customers 30 days before Qwest implements the new PUC approved LMC rates. When Qwest implements the new PUC-approved LMC rates, it will not seek to recover the difference between those LMC rates and the EEL rates for the period between September 18, 2008, and the date on which Qwest begins implementing the new PUC-approved LMC rates.

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New				Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
9.2.3.1	Basic Rate ISDN / xDSL-I Capable / ADSL Compatible Loop						See 9.2.4			
	9.2.3.1.1	Zone 1			$5.83			E		
	9.2.3.1.2	Zone 2			$8.95			E		
	9.2.3.1.3	Zone 3			$10.62			E		
	9.2.3.1.4	Zone 4			$15.66			E		
9.2.3.2	Intentionally Left Blank									
9.2.3.3	DS1 Capable Loop						See 9.2.5			
	9.2.3.3.1	Zone 1			$27.14			E		
	9.2.3.3.2	Zone 2			$33.23			E		
	9.2.3.3.3	Zone 3			$36.54			E		
	9.2.3.3.4	Zone 4			$46.61			E		
9.2.3.4	DS3 Capable Loop						See 9.2.6			
	9.2.3.4.1	Zone 1			$599.81			E		
	9.2.3.4.2	Zone 2			$605.96			E		
	9.2.3.4.3	Zone 3			$601.96			E		
	9.2.3.4.4	Zone 4			$705.26			E		
9.2.3.5	Intentionally Left Blank									
9.2.3.6	2-Wire Extension Technology				$0.00			B		
9.2.4	Loop Installation Charges for 2 & 4-Wire Analog / Nonloaded, ADSL Compatible, ISDN BRI Capable, xDSL-I Capable Loop where conditioning is not required				See 9.2.1, 9.2.2, & 9.2.3.1					
9.2.4.1	Basic Installation									
	9.2.4.1.1	First								
		9.2.4.1.1.1	Installation				$10.50			J
		9.2.4.1.1.2	Disconnect				$1.95			J
	9.2.4.1.2	Each Additional								
		9.2.4.1.2.1	Installation				$4.76			J
		9.2.4.1.2.2	Disconnect				$1.95			J
9.2.4.2	Basic Installation with Performance Testing									
	9.2.4.2.1	First								
		9.2.4.2.1.1	Installation				$42.15			J
		9.2.4.2.1.2	Disconnect				$1.95			J
	9.2.4.2.2	Each Additional								
		9.2.4.2.2.1	Installation				$24.94			J
		9.2.4.2.2.2	Disconnect				$1.95			J
9.2.4.3	Coordinated Installation with Cooperative Testing / Project Coordinated Installation									
	9.2.4.3.1	First								
		9.2.4.3.1.1	Installation				$50.32			J
		9.2.4.3.1.2	Disconnect				$1.95			J
	9.2.4.3.2	Each Additional								
		9.2.4.3.2.1	Installation				$29.78			J
		9.2.4.3.2.2	Disconnect				$1.95			J
9.2.4.4	Coordinated Installation without Cooperative Testing / Project Coordinated Installation									
	9.2.4.4.1	First								
		9.2.4.4.1.1	Installation				$13.78			J
		9.2.4.4.1.2	Disconnect				$1.95			J
	9.2.4.4.2	Each Additional								
		9.2.4.4.2.1	Installation				$4.92			J
		9.2.4.4.2.2	Disconnect				$1.95			J
9.2.4.5	Basic Installation with Cooperative Testing									
	9.2.4.5.1	First								
		9.2.4.5.1.1	Installation				$42.15			J
		9.2.4.5.1.2	Disconnect				$1.95			J
	9.2.4.5.2	Each Additional								
		9.2.4.5.2.1	Installation				$24.94			J
		9.2.4.5.2.2	Disconnect				$1.95			J
9.2.5	DS1 Loop Installation Charges				See 9.2.3.3					
9.2.5.1	Basic Installation									
	9.2.5.1.1	First								
		9.2.5.1.1.1	Installation				$43.57			J
		9.2.5.1.1.2	Disconnect				$17.73			J
	9.2.5.1.2	Each Additional								
		9.2.5.1.2.1	Installation				$30.26			J
		9.2.5.1.2.2	Disconnect				$17.73			J
9.2.5.2	Basic Installation with Performance Testing									
	9.2.5.2.1	First								
		9.2.5.2.1.1	Installation				$104.62			J
		9.2.5.2.1.2	Disconnect				$17.73			J
	9.2.5.2.2	Each Additional								

FINAL

New	Select Traffic Type	EAS / Local Traffic Reciprocal Compensation Election Options: Recurring	Recurring, per Mile	Nonrecurring	Notes: REC	REC per Mile	NRC
17.0 Bona Fide Request Process							
17.1 Processing Fee				$1,892.02			J

NOTES:

Unless otherwise indicated, all rates are pursuant to Minnesota Public Utilities Commission Dockets:

A	Docket CI-99-776
B	Docket No. P-422, 5321, 3167, 466, 421/C-96-1540 (Generic Cost Docket)
E	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2
F	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2, Rework
G	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 Reciprocal Compensation
H	Docket No. P-421/CI-01-1375, OAH Docket No. 12-2500-14490-2 - ICNAM, OS/DA
I	Docket No. P-421/AM-03-1754 October 2003 Rate Element Filing, Rates Interim
J	Docket No. P-421/AM-06-713 Review of TELRIC Rates Track 1
K	Docket No. P-421/AM-06-713 Review of TELRIC Rates Effective January 1, 2009
+	Eschelon and Qwest have agreed to Bill and Keep pursuant to 7.3.1.2 of the Agreement.
+++	Negotiated rate for the term of the ICA.
+++++	The nonrecurring charges for the EEL transport element are included in the EEL Loop and/or Multiplexed EEL nonrecurring charges. Therefore there is no additional nonrecurring charge for the EEL Transport. When an EEL transport circuit is commingled with a Private Line Channel Termination circuit, the nonrecurring charge for the commingled EEL will be the EEL Loop NRC.
[1]	Intentionally Left Blank
[2]	Intentionally Left Blank
[3]	ICB, Individual Case Basis pricing.
[4]	Rates per FCC Guidelines.
[5]	Intentionally Left Blank
[6]	This element uses an ordered rate from a different section of Exhibit A.
[7]	Intentionally Left Blank
[8]	Qwest cannot currently bill different rates for LMC (9.23.6.8) and EEL Rearrangement (9.23.7.7). Therefore, Qwest will use the EEL rates (which are the lowest) for LMC. Qwest reserves the right to bill the PUC-approved LMC rates in the future after appropriate notice to the Commission, the Department of Commerce, and CLEC customers 30 days before Qwest implements the new PUC approved LMC rates. When Qwest implements the new PUC-approved LMC rates, it will not seek to recover the difference between those LMC rates and the EEL rates for the period between September 18, 2008, and the date on which Qwest begins implementing the new PUC-approved LMC rates.

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
J. Dennis O'Brien	Commissioner
Phyllis Reha	Commissioner
Thomas Pugh	Commissioner
Betsy Wergin	Commissioner

Karen L. Clauson
Sr. Director of Interconnection
Associate General Counsel
Integra Telecom
730 2nd Avenue South, Suite 900
Minneapolis, MN 55402

SERVICE DATE: AUG 2 8 2008

DOCKET NO. P-5643,421/IC-08-818

In the Matter of a Joint Application for Approval of an Interconnection Agreement Between Integra Telecom of Minnesota, Inc. and Qwest Corporation

The above entitled matter has been considered by the Commission and the following disposition made:

Proposed interconnection agreement approved.

This decision is issued by the Commission's consent calendar subcommittee, under a delegation of authority granted under Minn. Stat. § 216A.03, subd. 8 (a). Unless a party, a participant, or a Commissioner files an objection to this decision within ten days of receiving it, it will become the Order of the full Commission under Minn. Stat. § 216A.03, subd. 8 (b).

The Commission agrees with and adopts the recommendations of the Department of Commerce which are attached and hereby incorporated in the Order.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e. large print or audio tape) by calling 651.201.2202 (voice). Persons with hearing or speech disabilities may call us through Minnesota Relay at 1.800.627.3529 or by dialing 711.

MINNESOTA DEPARTMENT OF COMMERCE

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St. Paul, Minnesota 55101-2198
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651.296.4026 FAX 651.297.1959
An equal opportunity employer

July 25, 2008

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: Joint Application for Approval of Interconnection Agreement between Integra Telecom of Minnesota, Inc. and Qwest Corporation
Docket No. P5643,421/IC-08-818

Dear Dr. Haar:

Interconnection agreements and amendments to interconnection agreements that are not arbitrated under §252 of the Federal Telecommunications Act of 1996 may be approved without hearing under Minn. Stat. §216A.03, subd. 7. The Public Utilities Commission's (Commission) Order designating interconnection agreements and amendments to interconnection agreements as subject to a standing order was issued on August 25, 2000 in Docket No. P999/CI-00-634. The use of a standing order is to apply to filings submitted on or after September 1, 2000.

As required by the Commission's August 25, 2000 Order, the Department of Commerce has reviewed and analyzed the current filing. Attached is the Minnesota Department of Commerce's Checklist for processing Interconnection Agreements. The Checklist reflects the Department's analysis of the issues and language that the Commission has established to meet the requirements that interconnection agreements not discriminate against third parties, harm the public interest or conflict with state law.

The petition was filed on: July 10 and 23, 2008

Interconnection Agreement Type: Adopted

Wireless or Wireline: Wireline

The Petition was filed by:

Karen L. Clauson
Sr. Director of Interconnection
Associate General Counsel
Integra Telecom
730 2nd Avenue South, Suite 900
Minneapolis, Minnesota 55402

Conditions for approval: None

The Department's analysis finds that the interconnection agreement complies with the Commission's requirements as indicated on the attached Checklist. The Department is submitting this memorandum recommending that the Commission approve the interconnection agreement either at a Commission hearing or by way of the standing order process ordered on August 25, 2000.

Sincerely,

/s/ BRUCE L. LINSCHEID
Financial Analyst

BLL/ja
Attachment

Companies: Integra Telecom of Minnesota, Inc. and Qwest Corporation
Docket No. P5643,421/IC-08-818

Checklist for Processing negotiated Interconnection Agreements

ANALYTICAL PROCEDURES

A. NEGOTIATED INTERCONNECTION AGREEMENTS

☒ 1. Affected CLEC **has authority to provide operational facilities-based** local service. Identify the Docket and Order date: P5643/NA-98-860 (8-12-98)

☐ 2. Affected CLEC **has authority to provide operational local resale** service. Identify the Docket and Order date: .

Place an "X" in the item that applies:
- ☐ UNEs and Collocation are not included in the interconnection agreement.
- ☐ UNEs and Collocation are included in the interconnection agreement. (Operational facilities-based authority must be obtained prior to the CLEC obtaining UNEs or Collocation under the interconnection agreement, or the interconnection agreement must be withdrawn and a replacement agreement without UNEs or Collocation should be submitted.)

☐ 3. The Commission has **not yet granted operational local authority** and service under the interconnection agreement cannot be offered until such authority is obtained. Choose one:
- ☐ The CLEC has not applied for local authority.
- ☐ The CLEC is seeking local facilities-based authority.
- ☐ The CLEC is seeking local resale authority and not facilities-based authority. Place an "X" in the item that applies:
  - ☐ UNEs and Collocation are not included in the interconnection agreement.
  - ☐ UNEs and Collocation are included in the interconnection agreement. (Operational facilities-based authority must be obtained prior to the CLEC obtaining UNEs or Collocation under the interconnection agreement, or the interconnection agreement must be withdrawn and a replacement agreement without UNEs or Collocation should be submitted.)

☐ 4. Affected carrier is a Commercial Mobile Radio Service (CMRS) provider.

☒ 5. Place an "X" in the item that applies:
- ☐ Agreement is negotiated.
- ☒ Agreement is an adoption of another interconnection agreement. Identify the docket number and date of the adopted interconnection agreement: P5340,421/IC-06-768 (3-12-08). (Adopted agreements must be amended to contain Commission-required language if the underlying agreement does not have the Commission-required language-see Commission Order, Docket No. P5321,421/IC-04-1178, May 18, 2005, Ordering Paragraph 2, page 8.)

☒ 6. Agreement contains language required by the Commission to meet the requirements of 47 CFR 252(e)(2) and (3), which specifies that the interconnection agreements may be rejected for the following reasons: 1) they discriminate against a telecommunications carrier who is not a party to the agreement; 2) implementing them would be inconsistent with the public interest, convenience and necessity; and 3) they conflict with any valid state law, including any applicable intrastate service quality standards or requirements.

The language identified below was reviewed and satisfies Commission precedent in the following sections of the Agreement.

☒ a. *Amendments.* No amendment, waiver, or consent or default under this Agreement shall be effective without approval of the Commission.[1] Indicate the section and page where this language is found: Section 5.30.2, replacement page 52 filed 2-12-08

☒ b. *Assignment.* The Party making the assignment shall notify the Commission sixty (60) days in advance of the effective date of the assignment.[2] Indicate the section and page where this language is found: Section 5.12.2, page 42

☒ c. Default.

☒ 1) The Commission must be notified of any pending default in writing in order to protect the pubic interest.[3] Indicate the section and page where this language is found: 5.13, pages 42-43

☒ 2) Neither Party shall disconnect service to the other Party without first obtaining Commission approval.[4] Indicate the section and page where this language is found: Sections 5.4.3, page 34 and Section 5.13, pages 42-43

☒ d. *Dispute Resolution.* If the dispute has been assigned to an arbitrator for resolution, and the language of the interconnection agreement provides that the decision of the arbitrator is final and binding, the Parties shall submit a copy of each arbitration opinion to the Commission, the Department of Commerce, and the Office of the Attorney General, Residential and Small Business Utilities Division. The arbitrator's decision shall remain in effect unless the Commission acts to suspend, modify, or reject the decision within 45 days.[5] Section 5.18.3.1.3.3, page 48

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[1] In the Matter of an Application for Approval of a Type 2 Wireless Interconnection Agreement Between Minnesota PCS, L.P. and U S WEST Communications, Inc. Under the Federal Telecommunications Act of 1996, Docket No. P421/EM-98-554, ORDER REJECTING AGREEMENT AND DIRECTING FURTHER FILING, June 22, 1998 at page 7.

[2] *Id.* at page 3.

[3] *Id.* at page 4.

[4] In the Matter of the Application by Dakota Services, Ltd. and U S WEST Communications, Inc. for Approval of an Interconnection Agreement Pursuant to Section 252(e) of the Federal Telecommunications Act of 1996, Docket No. P5669,421/M-98-1342, ORDER REJECTING AGREEMENT AND REQUIRING REVISED FILING, November 24, 1998, at page 7.

[5] Docket No. P421/EM-98-554 at pages 5 and 6 (wireless) and Docket No. P5669,421/M-98-1342, pages 4 and 5 (wireline).

Interconnection agreements that do not provide for third-party arbitrations, but do provide for relief though a court or administrative agency, shall submit a copy of each such order or decision to the Commission, the Department of Commerce, and the Office of Attorney General, Residential and Small Business Utilities Division for the purpose of determining any filing and or review obligation under federal or state law.[6] Indicate the section and page where this language is found: Not applicable

☒ e. *Third Party Beneficiaries.* The parties agree to give notice to the Commission of any lawsuits or other proceedings that involve or arise under this Agreement to ensure that the Commission has the opportunity to seek to intervene in these proceedings on behalf of the public interest.[7] Indicate the section and page where this language is found: Section 5.23, page 51

☒ f. *Number Portability.* The Commission has opposed language stating that parties will not port telephone numbers of customers who have past due balances. The Commission has determined that it was inappropriate to use withholding number portability as a collection tool.[8] Indicate the section and page where this language is found: Section 10.2, pages 236-345, does not impose this restriction on number porting..

7. Other Issues. If the Parties have agreed to a position that is different than how the Commission resolved a disputed item, the Department does not object to the agreement if the language does not conflict with the law and the Parties do not dispute the Commission's jurisdiction. If unilateral conditions are imposed by one of the Parties to which the other Party has not agreed, the matter is not subject to the standing order.

a. Reciprocal compensation for Internet Service Provider (ISP)-bound traffic.

The Commission has required reciprocal compensation for ISP-bound traffic in certain agreements.[9] However, based upon the FCC's April 18, 2001 ISP Remand Order,[10] the Commission found that the FCC has preempted this Commission's authority over reciprocal compensation rates for ISP-bound traffic and that the Commission should reinstate the FCC-approved rates that were in effect prior to the Commission's

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6 In the Matter of the Joint Application for Approval of a Negotiated Agreement for Interconnection and Resale between American Telco, LLP and Qwest Corporation, Docket No. P6594,421/IC-06-1452, Commission Order, January 17, 2007.

7 In the Matter of a Joint Application for Approval of the Master Interconnection and Resale Agreement Between Rhythms Links, Inc. and Sprint Minnesota, Inc., Under the Federal Telecommunications Act of 1996, ORDER REJECTING INTERCONNECTION AGREEMENT AND DIRECTING REVISED FILING, Docket No. P5670,430/M-00-499, July 21, 2000 at pages 3 and 4.

8 OCI/USWC agreement, Docket No. P5478,421/M-97-522, July 22 1997 Order.

9 In the Matter of the Petition of U S WEST Communications, Inc. for a Determination That ISP Traffic Is Not Subject to Reciprocal Compensation Payments Under the MFS/U S WEST Interconnection Agreement, Docket No. P421/M-99-529, ORDER DENYING PETITION, August 17, 1999, pages 7 and 8. and In the Matter of the Petition of Sprint Communications Co. L.P. for Arbitration of an Interconnection Agreement with U S WEST Communications, Inc., Docket No. P-466,421/M-00-33, FINAL ARBITRATION ORDER UNDER MINN. RULES, PART 78122.17, SUBP. 21, June 27, 2000 at pages 5-7.

10 Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic,* CC Docket Nos. 96-98 & 99-68. FCC 01-131. 16 FCC Rcd 9151 (2001), or *ISP Remand Order (April 18, 2001 Order)* and FCC 04-241 on October 18, 2004, in *Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. 160(c) from Application of the ISP Remand Order*, WC Docket No. 03-171, effective October 8, 2004.

September 24, 2003 Order.[11] In the ISP Remand Order, the FCC adopted an interim compensation scheme for ISP-bound traffic pending completion of its Interim Compensation NPRM proceeding.[12] The Order established a gradually declining cap on intercarrier compensation rates, beginning at $.0015 per minute of use, and declining to $.0007 per minute of use. The Commission found that "the interim compensation scheme established in the ISP Remand Order and modified by the Core Forbearance Order was not intended to apply to calls routed across local calling area boundaries, whether by VNXX or otherwise."[13]

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Sections 7.3.1.1.1, page 78 and Exhibit A, page 2

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[14] Indicate the section and page where this language is found:

b. Inclusion of ISP traffic.

The Commission found that ISP traffic should be included in the calculation of the relative use factor for purposes of determining cost sharing for interconnection facilities.[15]

☒ 1) Issue does not appear in the interconnection agreement.

☐ 2) Issue is in the interconnection agreement.

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[11] ORDER ADJUSTING END-OFFICE SWITCHING COMPONENT OF RECIPROCAL COMPENSATION RATES, *In the Matter of an Investigation into Reciprocal Compensation Rates, Docket No. P421/CI-03-384,* September 24, 2003, page 8, Ordering Paragraph 1; and ORDER AFTER RECONSIDERATION, *In the Matter of an Investigation into Reciprocal Compensation Rates,* Docket no. P421/CI-03-384, December 24, 2003, pages 2 and 3, and Ordering paragraph 2.

[12] In the Matter of Developing a Unified Intercarrier Compensation Regime, CC Docket No. 01-92, 16 FCC Rcd 9610 (2001).

[13] *In the Matter of the Complaint of Level 3 Communications Against Qwest Corporation Regarding Compensation for ISP-Bound Traffic,* Docket No. P421/C-05-721, ORDER AMENDING INTERCONNECTION AGREEMENT AND ESTABLISHING EFFECTIVE DATE, December 18, 2006, Ordering Paragraph 2, page 6, and ORDER ADOPTING RECOMMENDATIONS AND REMANDING FOR FURTHER PROCEEDINGS, May 8, 2006, Ordering Paragraph 1, page 11; *In the Matter of the Petition of MCImetro Access Transmission Services d/b/a Verizon Access Transmission Services for Arbitration of an Interconnection Agreement with Embarq Minnesota, Inc. Pursuant to 47 U.S.C. § 252(b),* ORDER ADOPTING INTERCONNECTION AGREEMENT WITH MODIFICATIONS AND ESTABLISHING EFFECTIVE DATE, P430,5321/M-07-611, February, 6, 2008, Ordering Paragraph 2, page 10.

[14] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

[15] In the Matter of the Petition of Level 3 Communications, LLC for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b), ORDER ACCEPTING THE ARBITRATOR'S RECOMMENDATION AND REQUIRING FILED INTERCONNECTION AGREEMENT; Docket No. P5733,421/IC-02-1372, December 23, 2002 at page 6; and **ARBITRATOR'S RECOMMENDED DECISION,** November 1, 2002 at pages 3 and 9.

☐ a) Language complies with the Commission's position. Indicate the section and page where this language is found:

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[16] Indicate the section and page where this language is found: _____

c. Unbundled Network Elements (UNEs).

The Federal Communications Commission (FCC) affirmed that incumbent local exchange companies (ILECs) are obligated to offer combinations of unbundled network elements that they currently combine.[17] The Minnesota Public Utilities Commission (Commission) affirmed its position on this aspect of unbundled network elements. The Commission objected to language that stated USWC shall have no obligation to combine or separate any network elements whether or not they are ordinarily combined in USWC's network. [18] The Commission has subsequently issued an Order[19] clarifying some requirements that arose as the result of the FCC's Triennial Review Remand Order[20] that removed certain previously defined 251 UNEs.

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Section 9.1.1, page 149 and Section 9.23, pages 215-231

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[21] Indicate the section and page where this language is found: _____

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[16] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

[17] In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Third Report and Order and Fourth Further Notice of Proposed Rulemaking, CC Docket No. 96-98 (62 FR 45611, August 28, 1997) FCC 99-238 Adopted September 15, 1999, and released November 5, 1999.

[18] In the Matter of the Joint Application for Approval of an Interconnection and Resale Agreement Between Prism Minnesota Operations, LLC and U S WEST communications, Inc. Under the Federal Telecommunications Act of 1996, Docket No. P421/M-99-1783 (February 24, 2000) at page 3.

[19] In the Matter of Qwest Corporation and MCImetro Access Transmission Services Amendment to Interconnection Agreement, Docket No. P5321,421/IC-04-1178, ORDER AFTER RECONSIDERATION RELEASING MASTER SERVICE AGREEMENT FROM APPROVAL REVIEW, REQUIRING AMENDMENT TO INTERCONNECTION AGREEMENT, AND REQUIRING SUBMISSION OF FUTURE COMMERCIAL AGREEMENTS, May 18, 2005, pages 2-3.

[20] Triennial Review Remand Order (FCC 04-290, CC 01-338) released February 4, 2005 and effective March 11, 2005.

[21] In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

d. Collocation.

The FCC strengthened its collocation rules to reduce the costs and delays faced by competitors that seek to collocate equipment in an ILEC's central office.[22] The Commission affirmed the FCC's "used or useful" definition in the collocation context for either interconnection or access to unbundled network elements, and found that language imposed by the Commission in reliance of that definition should remain in place.[23] The Commission later granted U S WEST's petition to reconsider its order, agreeing with the parties that it is reasonable to wait until the FCC issues further guidance on collocation of RSU's (remote switching) units before taking further action on this matter.[24] The FCC adopted rules concerning collocation requirement of ILECs stating that collocating equipment is "necessary for interconnection or access to unbundled network elements," and allowing requesting carriers to collocate switching and routing equipment.[25]

☐ 1) Issue does not appear in the interconnection agreement.

☒ 2) Issue is in the interconnection agreement.

☒ a) Language complies with the Commission's position. Indicate the section and page where this language is found: Section 8.1.1, pages 85-88

☐ b) Language does not comply with the Commission's position, but was negotiated and, therefore, meets the statutory requirements.[26] Indicate the section and page where this language is found: _____

e. Removal of automatic adoption language

The Commission objected to language that made any change in 251 obligations by any future action of governmental bodies applicable automatically and without an interconnection agreement amendment.[27] Does automatic adoption language appear in the interconnection agreement?

☒ 1) No.

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22 In the Matter of Deployment of Wireline Services Offering Advanced Telecommunications Capability, CC Docket 98-147, FCC 99-48, March 31, 1999 at pages 5-6.

23 In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications, Inc. and AT&T, MCI, MFS, and AT&T Wireless, Docket No. P421/CI-99-786, ORDER AFTER REMAND, MARCH 14, 2000 at page 9.

24 In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications, Inc. and AT&T, MCI, MFS, and AT&T Wireless, Docket No. P421/CI-99-786, ORDER ON RECONSIDERATION, JUNE 19, 2000 at page 5.

25 Fourth Report and Order (FCC 01-204) July 12, 2001.

26 In the Matter of the Federal Court Remand of Issues Proceeding from the Interconnection Agreements Between U S WEST Communications and Sprint Spectrum, Triad Minnesota, and Cellular Mobil Systems, ORDER AFTER REMAND APPROVING NEGOTIATED LANGUAGE, P5457,421/M-99-794 dated November 24, 1999 at pages 2 and 3.

27 In the Matter of the Joint Application for Approval of the Amendment to an Interconnection Agreement Between Southwestern Bell Communications Services d/b/a SBC Long Distance and Qwest Corporation, Docket No. P5520,421/IC-04-1720, January 27, 2005.

☐ 2) Yes. (Checklist is not applicable for this docket. Rejection comments must be prepared.)

8. Specify conditions required for approval.

☐ a. Yes. (Identify)

☒ b. None

9. Other Comments.

B. RECOMMENDATION OF THE DEPARTMENT

☒ 1. Accept the interconnection agreement/amendment.

Conditions: None

☐ 2. Reject the interconnection agreement/amendment. (Not subject to the standing order.)

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-5

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Open Product/Process CR PC082808-1IGXES Detail

Title: Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards

CR Number	Current Status Date	Area Impacted	Products Impacted
PC082808-1IGXES	Denied 3/13/2009		

Originator: Johnson, Bonnie

Originator Company Name: Integra

Owner: Mohr, Bob

Director: Montez, Evelyn

CR PM: Stecklein, Lynn

Description Of Change

In October 2007, Integra notified its Qwest service management team that Integra was experiencing issues with Qwest's provisioning and repair of xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related entities ("Integra") have continued to work with its Qwest service management team to address these issues. For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

Integra communicates the type of service it intends to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). However, Qwest has indicated that it now designs, provisions and repairs the circuits to voice grade parameters measured at 1004 Hz, regardless of the NCI/SECNCI code requested on the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering within the Non-Loaded Loop family. As discussed below, it supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 ...). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a secondary NCI code ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for HDSL2 capable service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own parameters, such as:

- Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz

- ISDN service Loss at less than 40 dB at 40 kHz

- ADSL service Loss at less than 41 dB at 196 kHz

- HDSL2 service Loss at less than 28 dB at 196 kHz.

When Integra raised the issue of Qwest limiting digital services to voice grade

parameters with its Qwest Service Management team, Qwest responded by indicating that "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders." Integra continues to believe that its current Interconnection Agreements ("ICAs") require Qwest to provide unbundled loops that transmit digital signals in addition to voice-grade service, etc. Integra reserves its rights under its ICAs. At the same time, in an effort to resolve this issue and at the request of Qwest, Integra is requesting in CMP that Qwest develop and maintain the process and procedures needed to design, provision, test and repair Unbundled Loops so that the circuit will conform to the requirements requested by CLEC, including compliance with the industry standards for the NCI/SECNCI code provided on the LSR. On 7/23/08, Qwest proposed that Integra submit a change request in CMP, including asking Qwest to design, provision, test and repair services in way that takes into account NCI/SECNCI codes standards instead of just the NC codes. Integra includes that request in this CR.

Qwest's Technical Publication 77384 indicates that a number of advanced digital services are provisioned on Non-Loaded Loops (NC: LX-N), using a variety of NCI/SECNCI codes (for example: Advanced Digital Transport in a variety of spectrum classes, Basic ISDN – NCI: 02QC5.OOS, HDSL - NCI: 02QB9.00H). Qwest's Technical Publications indicate that the NCI/SECNCI codes conform to the various ANSI standards for the specific digital service. However, as noted earlier, the Qwest service management team confirmed that it is Qwest's current practice to design, provision, test and repair these digital services delivered on Unbundled Loops based on the NC code which delivers voice grade parameters measured at 1004Hz, even though each digital service has its own parameters for optimum performance. Integra is requesting that Qwest use the industry standards for NCI/SECNCI codes provided on the LSR when designing, provisioning, testing and repairing Unbundled Loops. For example, an Unbundled Loop ordered on the LSR with the Basic ISDN NCI: 02QC5.OOS should be designed, provisioned, tested and repaired per industry standards using a loss based on 40 kHz, not the voice grade 1004 Hz. Additionally, an Unbundled Loop ordered on an LSR with HDSL NCI 02QB9.00H should be provisioned using loss based on 196 kHz. When Qwest grandparented the ADSL compatible loop (only for CLECs without any ADSL compatible loop terms in their ICAs), Qwest pointed to the 2 Wire Non-Loaded Loop as an alternative to the ADSL compatible loop. However, per Qwest's current stated position regarding designing, provisioning, testing and repairing to the NC code only, the 2 Wire Non-Loaded Loop would not be a reliable or serviceable alternative to an ADSL compatible loop. For a 2 Wire Non-Loaded loop to be a viable alternative to an ADSL compatible loop, Qwest should design, provision, test and repair digital capable Non-Loaded loops (such as HDSL capable or ADSL compatible loops) based on the NCI code as well.

While Qwest has said that it does not provision requests to meet a specific facility or technology, it should provision requests in compliance with industry standards and as ordered by CLEC, including providing working digital capability/compatibility when that capability is ordered. The SGATs, like the recent Qwest-Eschelon Minnesota and Arizona ICAs (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Qwest's stated position that its current process recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle. Similarly, the Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), the CLEC should

receive a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment. Regarding repair after a Qwest maintenance or modernization event, the SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. If CLEC orders a 2/4 wire non-loaded loop that is digital capable (such as ADSL compatible or HDSL2 capable), then the loop must be restored to the appropriate digital capable level after a Qwest maintenance or modernization event. In short, if a loop qualifies for a digital service, the circuit should work (and continue working) for that digital service.

Qwest will design, provision, test and repair Unbundled Loops to the requirements ordered by CLEC, including industry standards for the NCI/SECNCI codes provided on the LSR. Qwest should take into account NCI/SECNCI code standards, and not just the NC codes. When a CLEC orders a 2/4 wire non-loaded loop for providing a digital service (e.g., as identified using the applicable NCI/SECNCI code on the LSR), Qwest will not limit the design, provisioning or repair of 2/4 wire non-loaded loops to voice grade parameters (e.g., measured at 1004 Hz). After repairs and Qwest network maintenance and modernization changes, the end user customer's service should work for the service ordered by CLEC.

Date	Action	Description
10/3/2008	Additional Information	CR Crossed Over from Systems CR - SCR082808-01IG
10/15/2008	Discussed at Monthly CMP Meeting	Discussed at the October P/P CMP Meeting - See Distribution Package - Attachment C
10/15/2008	Status Changed	Status changed to Evaluation
11/19/2008	Discussed at Monthly CMP Meeting	Discussed at the November CMP Prod/Proc Meeting - See Attachment C in the Distribution Package
11/19/2008	Status Changed	Status changed to Development
11/12/2008	General Meeting Held	Adhoc Meeting Held
12/17/2008	Discussed at Monthly CMP Meeting	Discussed at the December ProdProcCMP Meeting - See Attachment C in the Distribution Package
2/4/2009	Additional Information	
2/5/2009	Additional Information	Exception CR submitted PC020409-1EX
2/5/2009	Additional Information	
1/21/2009	Discussed at Monthly CMP Meeting	Discussed at the January Prod/Proc CMP Meeting - See Attachment C in the Distribution Package
2/18/2009	Discussed at Monthly CMP Meeting	Discussed at the February Monthly CMP Meeting - See Attachment C in the Distribution Package
3/13/2009	Status Changed	Status changed to Denied
3/13/2009	Qwest Response	Qwest Response Issued

	Issued	
3/20/2009	Escalation Initiated	Escalation Initiated by Integra - #45
3/25/2009	Additional Information	ES suffix added to CR#
3/18/2009	Discussed at Monthly CMP Meeting	Discussed at the March Prod Proc CMP Meeting - See Attachment C in the Distribution Package

Project Meetings

3/20/09 Escalation #45 Initiated by Integra
at:http://www.qwest.com/wholesale/cmp/escdisp.html

3/18/09 Prod/Proc CMP Meeting Bob Mohr-Qwest reviewed the denial response that can be located in the CR description as follows: The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application. Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request. Bonnie Johnson-Integra commented that from Integra's perspective hearing that NC/NCI codes are informational only is a surprise and they don't agree.(3/27/09 Comments to minutes received from Integra) Bonnie said Qwest can name a product whatever it wants, but it doesn't change Qwest's obligations. Bonnie said that they are escalating this and the other denied CR. She said that Integra has provided detailed information .(3/27/09 Comments to minutes received from Integra) in its CRs and in the response about testing and Qwest hasn't responded .(3/27/09 Comments to minutes received from Integra) to any detail. Bonnie said that .(3/27/09 Comments to minutes received from Integra) you do not negotiate in CMP. You negotiate ICAs they don't agree that Qwest doesn't have an obligation to what has been negotiated in the ICAs and have a right to this type of loop and Qwest can't continue negotiate. She said that they want a revised response for both CRs .(3/27/09 Comments to minutes received from Integra) the respond to the cites and detail Integra provided. Liz Balvin-Covad said that Qwest is provisioning a product they can't test and turn up in a mechanized way. Bob Mohr-Qwest said that Qwest is provisioning a non loaded loop product with an HDSL interface. Liz Balvin-Covad asked if this was being done manually. Bob Mohr-Qwest said it uses the standard provisioning Unbundled Loop provisioning process. Kim Isaacs-Integra asked Qwest to explain an HDSL interface. Jamal Boudhaouia-Qwest said that we provide a 2-4 wire non loaded loop with the capability to transport multiple protocols. Jamal said we give access to the Raw Loop data through IMA and we don't restrict the use of the loop. He said that we let the CLEC determine what protocol they want to support. Kim Isaacs-Integra said if they find the loop there is no way to reserve the most compatible loop. Jamal Boudhaouia-Qwest said that it is the same for Qwest with no reservation and it is first in first out. Kim Isaacs-Integra said that Qwest .(3/27/09 Comments to minutes received from Integra) has already said it does this for itself. Qwest service runs through the CSA guidelines. Jamal Boudhaouia-Qwest said that is a finished service and (3/27/09 Comments to minutes received from Integra) and has a USOC associated with an NC/NCI code. He referred

to tech pub 77384. The CLEC community has the opportunity to order the DS-1 capable loop that is the same as the retail offering that Qwest offers its end users. Kim Isaacs-Integra said they provide the NC/NCI code. Jamal Boudhaouia-Qwest said that the NC/NCI codes are for information only as documented in tech pub 77384. Bonnie Johnson-Integra said that the industry drives the NC/NCI codes and Qwest tech pubs are intended to be based on the industry standard. She asked if Qwest was insinuating that they develop a product and pick the NC/NCI codes out of a hat. Liz Balvin-Covad said the loop is provisioned to the specified NC/NCI codes but you don't provision to the HDSL functionality. Jamal Boudhaouia-Qwest said that you could qualify a loop for HDSL and that the NC code determines the type of loop being requested. Kim Isaacs-Integra said that in reality you order HDSL or ADSL using LX-N and the appropriate NC/NCI codes. Kim said that pre-qual, in the past, has delivered a loop that does not support the functionality. She said that when a bridge tap issue is identified, Qwest says they only need to provide to voice grade standards and still does not understand why NC/NCI codes are informational only. Jamal Boudhaouia-Qwest said that the NCI codes are used for spectrum management purposes within copper.(3/27/09 Comments to minutes received from Integra) but not for provisioning or testing. The language in the ICAs and the negotiation template provides the reasons for the CLECs to provide Qwest with the correct NC/NCI code combinations. Liz Balvin-Covad asked why Qwest only provisions to voice grade. Jamal Boudhaouia-Qwest said that network was built and managed to voice grade. However, we provision the non-loaded loop to a higher grade than voice grade. As most every one here knows, voice grade can run on loaded loops. So Qwest provisions the non-loaded loops to a higher grade than voice grade. Liz Balvin-Covad asked what happens when it is non loaded and when you test and run into the situation that it has to be conditioned. Kim Isaacs-Integra said that the argument with Qwest is the definition of excessive bridge tap and the amount of bridge interference. Kim said that there are issues with the digital and voice grade parameters. Jamal Boudhaouia-Qwest said that digital data services, by definition, encompass any digital bits ranging from 9.6KB up to 20 Megs and digital data service could be supported on bridge tap. Jamal said that he wanted to get back to Covad's question of manual vs. mechanized. Liz Balvin-Covad asked when they order 2/4 wire that is in their contracts, does Qwest have the ability to assign the loop electronically. Jamal Boudhaouia-Qwest said it is assigned electronically and that the order will flow through IMA. Liz Balvin-Covad asked if the USOC was available. Jamal Boudhaouia-Qwest said the USOC is not available for the HDSL capable loop. Liz Balvin-Covad-asked if HDSL is a Qwest supported functionality. Jamal Boudhaouia-Qwest said HDSL is a protocol to provide DS1 which could be provided using multiple technologies HDSL, AMI, SONET etc. He said that HDSL is just one of the protocols. Jamal said that using the 2/4 wire non loaded loop, the mux will generate the HDSL signal to transport DS1. Liz Balvin-Covad asked what excessive bridge tap is and will Qwest remove. Kim Isaacs-Integra said that is where they run into trouble. Jamal Boudhaouia-Qwest said that there are different requirements for different protocols and technologies. Liz Balvin-Covad-asked why this CR was being denied for economically not feasible reasons. Bob Mohr-Qwest said that the CR is being denied because of the cost of the equipment to perform the testing and the training required for the technicians to perform HDSL testing. Jamal Boudhaouia-Qwest said that we don't do manual testing from the Central Office for Qwest today. Jamal said that after provisioning the testing is done through the centers. He said that we have asked the CLEC community to negotiate a testing process for HDSL similar to what tests Qwest performs for itself. Also, Qwest would be able to negotiate the technical parameters to test to with the CLEC community. He said that to make sure that the facility meets the requirements of the services to be provisioned on the loop, we need to consider the added length at the Central Office and the Customer Premises. He said that a 2000 feet copper segment could be added to the loop length and testing end-to-end becomes critical in the delivery of the service to the end user. Kim Isaacs-Integra said that (3/27/09 Comments to minutes received from Integra) Qwest she was assuming that the CLEC was making no consideration for the length in office and the end user location. Kim said that they make the calculation and place their order and Qwest auto assigns the loop with no load coil. She said that some will work and asked if Qwest was refusing to determine the location of the bridge tap. Bonnie Johnson-Integra said that Qwest (3/27/09 Comments to minutes received from Integra) said that they don't

do this testing for themselves and that they assign the facility following the CSA guidelines. She said that Qwest is expecting them to do testing that they don't do for themselves and that they want parity that is currently in their contract. Jamal Boudhaouia-Qwest said that he respectfully disagreed. He said that he is asking for cooperative testing to mirror what Qwest does for itself. He said that the CLEC would be to interject a signal from their center and Qwest technicians in the field would receive the signal. Liz Balvin-Covad asked if there was a cost associated with cooperative testing. Bob Mohr-Qwest said that we have not looked at that. Liz Balvin-Covad asked what Qwest will do if they do the cooperative testing and determine excessive bridge tap. Bob Mohr-Qwest said that if cooperative testing is done and excessive bridge tap is causing impediments and the CLEC authorizes conditioning, Qwest will remove excessive bridge tap as is our process today. Julia Redman-Carter-PAETEC asked if Qwest would waive it. Bonnie Johnson-Integra said that (3/27/09 Comments to minutes received from Integra) Qwest said the test in not done in the CO because Qwest said they are not equipped to do that. Jamal Boudhaouia-Qwest said that we don't have testing equipment in the CO and is very inefficient to do the testing in the CO. Jamal said that to do HDSL signal testing it would be done in the centers and that the CLECs can do this. Liz Balvin-Covad asked if the CLEC can launch that test. Jamal Boudhaouia-Qwest said yes, they can interject the signal. Bonnie Johnson-Integra asked what Centers Qwest was referring to. Jamal Boudhaouia-Qwest said that he was referring to the provisioning, maintenance and alarm centers. Jamal said that he did not know how the CLECs operate their business but that most telecom companies have some type of network operation center that is used to monitor the health on the network. Bonnie Johnson-Integra asked for more information on the repair aspect and that she did not understand how Qwest can deny. Bonnie said that the FCC requires that Qwest (3/27/09 Comments to minutes received from Integra) not limit testing to test to Voice Grade parameters. Jamal Boudhaouia-Qwest said since Integra is referencing the FCC requirements, the question becomes one of a legal nature. Bonnie Johnson-Integra said that they asked this question in the escalation and want a complete response. Mark Coyne-Qwest said that this question has been addressed in previous meetings and we believe that it has been answered. Julia Redman-Carter-PAETEC asked that Qwest provide the legal response. Mark Coyne-Qwest said that we will take this into consideration. Bonnie Johnson-Integra said that this before this CR was originated, they tried to resolve with their Service Manager and were told that they need to take the issue to CMP. Bonnie said that when they presented this CR they did not feel that they needed to bring this to CMP. She said that Qwest should respond to all citations in the escalation and respond to the (3/27/09 Comments to minutes received from Integra) to the Integra's response to testing. Liz Balvin-Covad asked if the limits to test only to voice grade is limited to 2 wire non loaded. Jamal Boudhaouia-Qwest said that it is called out in the tech pub and does specify 2 and 4 wire. Jamal said that he will send to Mark and will be provided in the notes. Kim Isaacs-Integra said that the tech pub says 2 or 4 wire is tested to voice grade parameters.

2/18/09 Prod/Proc CMP Meeting Mark Coyne-Qwest said that this CR is currently in a development status and will remain as is based on the discussions regarding cooperative testing. (2/26/09 Comments to minutes received from Integra) Bonnie Johnson-Integra asked if we were going to discuss this CR on the call today. Mark Coyne-Qwest said that the last CMP Meeting Integra took an action to provide a response to Qwest regarding the cooperative testing. Bonnie Johnson-Integra said that Integra provided Qwest a formal response on 2/4/09 and has not received anything back and needs to decide on next steps. She said that she wanted the 2/4/09 response included in the body of the CR. (3/2/09 Comments to minutes received from Integra) Mark Coyne – Qwest stated Qwest has Integra's response Bonnie Johnson – Integra indicated that Integra provided Qwest with Integra's response on 2/4/09 and asked if there was confusion at Qwest. Bonnie asked if Qwest has taken any action on Integra's response. Mark Coyne – Qwest stated actions have been taken but the SME team is not prepared to discuss them at this time. Lynn Stecklein-Qwest said that she would get the response posted. Mark Coyne-Qwest said if Integra's position is to not test, Qwest will look at a response. Liz Balvin-Covad asked why Qwest required testing on the HDSL product when it is not required on the

2 – 4 wire that has 6 installation options available. Bob Mohr-Qwest said that we have had lengthy discussions on why we need this for HDSL. Bonnie Johnson-Integra said that in the Denial on implementing the USOC the issue was a financial liability. Bonnie said that they would like Qwest to implement a manual process and add a remark to assign the appropriate loop when submitting orders. Mark Coyne-Qwest said that Jamal has addressed the manual process. Jamal Boudhaouia-Qwest said that even with the manual process, cooperative testing is still a required. He said that Qwest has stated their position in the past and has been document in previous meeting minutes. 2/26/09 Comments to minutes received from Integra) Doug Denney-Integra asked Qwest to clarify that it's position is that even though Qwest is unable to test the loop, CLECs should be able to test. Jamal Boudhaouia-Qwest said that Qwest's position has previously been documented. Bonnie Johnson-Integra asked why Qwest was reluctant to speak to the process for those who have not been in those meetings. She asked what Qwest was going to do about repair if the HDSL loop is working and then needs repair. Bob Mohr-Qwest said that we need cooperative testing on a repair basis. Liz Balvin-Covad asked if there was a charge for the cooperative testing because Qwest is saying they can't do without both parties. Bob Mohr-Qwest said that has not been identified. Doug Denney-Integra asked in a repair situation for HDSL, is Qwest going to undertake what Qwest does for themselves, i.e. checking for bridge tap and load coil. Jamal Boudhaouia-Qwest said the (3/2/09 Comments to minutes received from Integra) electrical testing is done as stated previously the tests have been described. Bonnie Johnson-Integra asked if Qwest's process going forward is to continue to test to voice grade level and not to the HDSL standard. Bob Mohr-Qwest said this (2/26/09 Comments to minutes received from Integra) has not been decided the CR is requesting to test to those limits. Bonnie Johnson-Integra asked if we do nothing with the CR, will Qwest continue test to voice grade level and would it be status quo for voice grade only. Bonnie said that (2/26/09 Comments to minutes received from Integra) Jamal said in a previous meeting he was unaware that was taking place and she never received a response to that question. Jamal Boudhaouia-Qwest said that we did talk to this in previous meetings and that he will review the minutes. Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to. Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level. Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR. Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution. Doug Denney-Integra said that Integra is (3/2/09 Comments to minutes received from Integra) still reviewing Qwest's denial of the other CR and may have more questions.

2/4/09 Integra Response On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response in included in the detail for CR PC082808-1IGX.

The Issue

Integra believes that Qwest has not appropriately framed the issue. Qwest focuses on one issue (Qwest's view of testing) to the exclusion of the larger issues outlined in Integra's change request (CR). Qwest's approach suggests that Qwest may stop all progress on all aspects of the CR if one issue that it claims is "critical" is not handled in the manner proposed by Qwest. Integra disagrees with that approach.

In the January 21st CMP meeting, Qwest (Jamal) erroneously said that Integra's "original CR calls for a test process" (see footnote 1) and that this is a "new process." (see footnote 2) That is simply not the case, as is clear from reading the entire CR. It is also apparent from the CR's title, which does not request a "test process" but asks Qwest to "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards." In other words,

even when using existing processes (including existing testing), Qwest needs to apply the applicable NCI/SECNCI codes. The example provided by Integra in the first paragraph of the CR makes this even more clear:

For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

In this example, Qwest already has a process for testing as part of a repair. The issue is that Qwest personnel, when using that process, should not take the position that Qwest will test "only to voice grade parameters" but instead should test to the standard applicable for the requested service (e.g., a loop capable of carrying data). As pointed out in the CR, it has long been established (e.g., in the SGATs and in ICAs, such as those cited in the CR going back to 2000) that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Therefore, this is a process that had long been in place (until recently, when Qwest starting telling Integra that it would test only to voice grade parameters). Qwest needs to restore compliance with the ICA terms requiring testing to the appropriate levels.

The above example involved a repair. The same is true for loop installations. During the CMP clarification call, Qwest (Jamal) asked Integra how Qwest would provide the test results to Integra. Integra responded:

"Doug Denney-Integra said that there are different installation options that exist today and some of those require different degrees of test results being provided by Qwest. He said that those are described in the Carrier's contracts and when we set up the cost for those options. He said they are not attempting to (9/12/08 Comments to minutes from Integra) change the process of providing test results with regard to provisioning loops." (see footnote 3) (Emphasis added) Integra asked Qwest in its CR to perform the tests Qwest is currently obligated to perform per the ICAs for the installation option ordered. As noted above, Qwest should be testing to the levels appropriate for the type of circuit ordered.

Installation

Qwest provides CLEC with multiple types of loops and, for each, various installation options. Types of Unbundled Loops and Assignment of Those Loops Qwest provides multiple types of loops to Integra and other CLECs. For example, Qwest's ICA negotiations template in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that digital capable loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest delivers the loop, it must deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. There is no exception in 9.2.2.3 for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC, providing a different loop that is digital capable. Qwest's ICA negotiations template Section 9.2.2.3 also states: Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. (emphasis added) A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified

loop available for the type of loop ordered by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade (see footnote 4) loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail.(see footnote 5) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Existing Loop Installation Options

Qwest also offers multiple loop installation options (basic, coordinated, cooperative testing, etc.). Qwest lists its installation option offerings in its ICA negotiations template Section 9.2.2.9, which provides that the options are available for all types of loops, though the price may vary by option. Section 9.2.2.9.1 provides that "Basic Installation" is available for all "new or existing Unbundled Loops," which includes for example 2/4 Wire Non-Loaded Loops. For a basic installation of a loop, Section 9.2.2.9.1 provides that Qwest completes its work and Qwest calls the CLEC, and for new service Qwest conducts performance testing but does not provide the test results to CLEC. As indicated above (and reflected in the 9/9/08 CMP Clarification Call minutes), Integra is not attempting to change this option (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate).

As Integra understands Qwest's current proposal, however, Qwest is seeking to alter this option – by removing the basic option altogether for HDSL (2 and 4 wire non loaded loops) and insisting instead on not only a more expensive installation option (cooperative testing) but also requiring time consuming and costly joint meets in circumstances when they are unnecessary and not required for Qwest retail. For Qwest retail, however, Qwest assigns a loop following CSA guidelines and, if it does not work, will perform the repair. (see footnote 6) To be nondiscriminatory, a basic installation option must remain available to CLECs for digital capable loops.

Specifically, Qwest admitted that for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed. (see footnote 7) (Emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (and should work, if proper facilities are assigned). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does

not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet its required. (see footnote 8) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. (see footnote 9) This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest is legally and contractually obligated to deliver the loop a CLEC orders within the industry standard parameters for that loop. Qwest appears to have taken the position, however, that if CLECs will not agree to order and pay for cooperative testing (despite the availability in its ICAs of basic installation at Commission-approved rates), Qwest will not implement the USOC for CLECs that will allow Qwest's systems to assign a loop for CLECs that will support the type of service the CLEC ordered. Qwest refers to this as "Gate one." (see footnote 10) Qwest is basically saying it will not do one without the other. (see footnote 11) As Qwest knows from previous communications, Integra does not agree. There is no legitimate reason to link the two. Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is the means by which Qwest may do that (at least for one of the products, HDSL), Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. (see footnote 12) Integra will comply with the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for joint testing or repair, because the delivered loop will work as intended for the service ordered.

To be nondiscriminatory, a proper facilities assignment process should be automated for CLECs, just as it is for Qwest retail. Qwest should ensure the process is automated, including implementation of a USOC(s) if that serves this purpose. With respect to the USOC for HDSL, Integra has submitted a separate CR for Implementation of USOC to Correct Facilities Assignment for HDSL" to attempt to ensure that the USOC is implemented without delay.

Until the facilities assignment process is automated for all affected products, and without waiving any rights, Integra asks Qwest as an interim measure to train its personnel to use the existing manual process (by which remarks in an order cause an order to fall out for manual handling) so that, when a remark indicates that the facility being ordered is a digital capable service (e.g., HDSL2), Qwest personnel will assign the type of facility needed for the digital capable loops (including compliance with industry standards). CLECs preferring automatic facilities assignment will be able to avoid this manual process by not using remarks. Footnotes: Qwest should deliver a loop capable of supporting the type of service ordered by the CLEC, which will reduce

problems at installation and reduce the number of needed repairs to make the service work as intended.

Repair, including repairs following Qwest maintenance and modernization activities

The example that was included in the first paragraph of Integra's CR (copied in part above) involved a repair not associated with an installation. A Qwest process already exists that enables CLECs to make comments when submitting trouble reports. When a CLEC, as part of those comments, identifies the facility to be repaired as a digital capable facility (e.g., HDSL2), Qwest needs to treat that facility accordingly. For example, Qwest personnel cannot (as they did in the example) tell the CLEC that Qwest will test and repair only to voice grade parameters, even though the facility is supposed to be capable of carrying data. (see footnote 13)

To the extent that problems, such as the one in the example, occur because of inadequate training, Qwest should promptly train its personnel as to the appropriate parameters for services capable of carrying data. Once a facility is identified (by CLEC or Qwest) as a digital capable service (e.g., HDSL2), there should be no more instances when Qwest personnel as a matter of policy refuse to test to the industry standards/parameters for that service.

To the extent that problems, such as the one in the example, occur because Qwest repair personnel are relying on circuit ID or other indicators suggesting that a loop is an analog loop when in fact it is a digital capable loop, Qwest should promptly train its personnel to accept input from CLECs as to the type of service. For example, if a CLEC tells Qwest in written remarks or on a telephone call (consistent with applicable Qwest process) that a facility was ordered as HDSL2, the Qwest repair personnel should not take the position that Qwest will not treat it for testing and repair purposes as HDSL2 because the circuit ID or other indicator suggests otherwise. Qwest should test and repair it per the applicable industry standards for the digital capable service identified by CLEC.

There is no reason to wait for implementation of a USOC to ensure that repairs are performed in a manner appropriate for the service ordered by the CLEC. Even after a USOC(s) is implemented for new ordering, digital capable loops (including HDSL2 circuits) will exist in the embedded base. If Qwest does not identify these facilities itself, Qwest will have to rely on information provided by CLEC as to the type of facility ordered when facilities in the embedded base need repair. Qwest should be relying on that CLEC-provided information now.

Qwest has identified no systems change or other change that is needed before implementing the requested training. Certainly, there is no legitimate reason to tie Qwest's position on testing at installation to testing for these repairs.

Footnote 1 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Footnote 2 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Footnote 3 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 9/9/08 clarification meeting. Footnote 4 - Because Qwest used the term "voice grade" to describe the type of loop it was then testing to (see above example from the first paragraph of the CR), Integra uses that term in this response for ease of reference. Footnote 5 - See, e.g., http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting (Jamal Boudhaouia-Qwest - "The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center."; "Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines."); see also See

http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. (Jamal Boudhaouia-Qwest – "Qwest retail does not use a manual process.") Footnote 6 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting (quoted below). Footnote 7 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting. Footnote 8 - This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data, as discussed below regarding repairs. Ensuring Qwest's personnel are properly trained in this regard is one of the purposes of Integra's CR. Footnote 9 - When a joint meet is required, the Qwest-Eschelon approved ICAs in MN, OR, and UT provide for joint repair appointments. See 9.2.5.2.1. Footnote 10 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 11/12/08 CMP meeting. Footnote 11 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Jamal at Qwest said if CLECs can not complete co-op testing we need to re-analyze the CR. Footnote 12 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. "Doug Denney-Integra (1/30/09 Comments to Minutes received from Integra) said while we would all like 100% perfection there is the opportunity for and improvement along the way. He asked why we want to delay the USOC and manual process because of the testing issue when by using the USOC we could get to 80% improvement today. Footnote 13 - See, e.g., Qwest-Eschelon OR ICA: "9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes. . . ." (emphasis added).

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Bob Mohr-Qwest said that Qwest met with the Database administrator to develop the timeline and systems requirements for the implementation of the USOC. Bob said that the table changes will be worked with the system release in (1/30/09 Comments to Minutes received from Integra) mid April. He said that joint cooperative testing is a critical component for the success of this effort. Bob said that between now and April we will make necessary changes to the PCAT, Tech Pubs, Contract Language, and Internal documentation. This will include changes for ISDN BRI and ADSL Non Loaded ordering as well. Bob said that Cooperative testing must be included in that solution.

Bonnie Johnson-Integra said Integra proposed, until the USOC can be put in place, implementation (1/30/09 Comments to Minutes received from Integra) of a manual work around to bring relief. The work around is to drop to manual handling and the type of loop would be identified in the Remarks. Bonnie said that Qwest responded that they were not implementing manual process. Why can't Qwest implement Integra's proposal

Jamal Boudhaouia- Qwest said that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that based on the NC codes the USOC will be assigned. He said that if the USOC is not there LFACs doesn't know what to assign and that the remarks is informational only. He said that IMA will drive LFACs to assign the correct facility.

Bonnie Johnson-Integra said that (1/30/09 Comments to Minutes received from

Integra) for a period of time in the past, Qwest used this process for ADSL. Today there is a process where if the order does not flow through, it will drop to manual assignments and are there are codes associated with the process. Bonnie asked if the concern was that the Qwest resources would not know what kind of loop to assign and couldn't Qwest train their people on this process.

Jamal Boudhaouia-Qwest said that to drop every loop to manual handling is economically not feasible and there will be delays during provisioning and additional hold time.

Bonnie Johnson-Integra said that it didn't sound like this is a system or training issue (1/30/09 Comments to Minutes received from Integra) but that Qwest was concerned about the volume of orders and that Integra is only proposing that HDSL2 loops be dropped to manual handling, not all loops.

Jamal Boudhaouia-Qwest said that another concern is what triggers would have to be put in place for LFACs and IMA.

Bonnie Johnson-Integra said that Integra is only proposing that HDSL2 loops be dropped to manual handling not all loops. She said that they would identify for Qwest that this is HDLS2. She said they are not asking Qwest to make the decision on their own. She said that they will indicate in Remarks and should not require more work on the Qwest side.

Jamal Boudhaouia-Qwest said that the manual process will cause issues down the line due to human error etc. He said that this process would impact all CLECs and not just Integra. (1/30/09 Comments to Minutes received from Integra) Qwest has not thought about a manual process. Qwest hasn't discussed what changes in systems would be required.

Liz Balvin-Covad asked for clarification on the issue. (1/30/09 Comments to Minutes received from Integra) You (Integra) have the right to order this type of loop?

Bonnie Johnson-Integra said that (1/30/09 Comments to Minutes received from Integra) Qwest is provisioning and repairing to a voice grade level.

(1/30/09 Comments to Minutes received from Integra) Liz Balvin-Covad said because there is no USOC?

Jamal Boudhaouia-Qwest said it is provisioned as a 2 wire loaded loop. (1/30/09 Comments to Minutes received from Integra) The product developed doesn't provision HDSL. The NCI/SECNCI codes were used for information only.

Bonnie Johnson-Integra said (1/30/09 Comments to Minutes received from Integra) Qwest should install based on the NC/NCI codes.

Jamal Boudhaouia-Qwest said that we have never offered the product to HDSL parameters. He said that Integra wants a process to ensure HDLS2 Unbundled loops are provisioned correctly.

Liz Balvin-Covad asked why the NC/NCI codes aren't driving this.

Jamal Boudhaouia-Qwest said that the NC/NCI codes never drove this and we want to assign a USOC and drive to all downstream. He said that Qwest wants a robust process to make sure we have codes and logic in place.

Bonnie Johnson-Integra said (1/30/09 Comments to Minutes received from Integra)

based on the Industry Standards for the NC/SECNCI they should be HDSL2 capable. Bonnie said that Integra did not feel they should have to submit a CR but that is what Qwest told us to do so here we are.

Liz Balvin-Covad asked why Qwest could not support a manual process. (1/30/09 Comments to Minutes received from Integra). Liz stated she was surprised, shocked to hear that Qwest is not using the NCI/SECNCI codes. This is industry standard. Covad relies heavily on xDSL Loops. I am just shocked. I am not saying you are lying, Jamal, I am just shocked.

Bonnie Johnson – Integra indicated that this is our position as well.

Liz Balvin – Covad stated this appears to be a defect in the downstream systems.

Jamal Boudhaouia – Qwest stated Qwest is trying to implement a robust process. We are where we are.

Liz Balvin – Covad requested manual support.

Jamal Boudhaouia-Qwest said that we don't believe manual handling is the right way to do this and that cooperative testing is critical to the process.

Doug Denney-Integra asked why the joint testing is critical to the process. (1/30/09 Comments to Minutes received from Integra) In past calls Qwest indicated that it doesn't test for themselves.)

Jamal Boudhaoia-Qwest said each equipment manufacturer has specific standards. He said that we have proposed critical joint testing for the complete provisioning and acceptance. He said that we test remotely without a technician and Qwest can't do this on their own to insure we have delivered a quality loop. Bonnie Johnson-Integra said they will take this back internally and that they wanted to make sure they were on the same page. Kim Isaacs-Integra said that currently when you have a repair situation, all Qwest will do is test to analog VG. She said that ticket will say maintain to the appropriate level. (1/30/09 Comments to Minutes received from Integra) Kim asked why Qwest could not implement the repair process. Jamal Boudhaouia-Qwest said that the repair scenario is different than provisioning because it is not driven by input/output. Dan Wiger-Integra asked what a cooperative test would look like (1/30/09 Comments to Minutes received from Integra) on the installation process what does Qwest do for itself and what is expected. The testing parameters are still an open issue. He asked if Qwest is suggesting some type of test if , for example, our equipment is hooked up and the circuit won't pass, would they be asked to do something or will Qwest initiate a process and fix the problem. Qwest implied that coop testing is needed on repairs. Jamal Boudhaouia-Qwest said (1/30/09 Comments to Minutes received from Integra) testing parameter would apply to provisioning and repair and that we would have to agree on the parameters. Dan Wiger-Integra said that they would know as the customer to repair back to the HDSL. He said that cooperative testing for repair would be a challenge. He asked if it was open/out would Qwest fix to the standard. Jamal Boudhaouia-Qwest said that the loop is hooked up to the Mux and HDSL has different parameters different than Nortel, for example. He said that we would fix it so that it is easier for you to interject a signal. Dan Wiger-Integra said (1/30/09 Comments to Minutes received from Integra) Qwest can fix metallic trouble but the challenges would be more on HDSL. Basic faults are easier to diagnose but that Multi band Mux remote capabilities would be a problem. We would ask Qwest to repair to parameters. Jamal Boudhaouia-Qwest said that we will agree to the concept of the proprietary process, the test parameters depend on what they want to see and on your testing capabilities. He said that Qwest will negotiate and agree on parameters. Dan Wiger-Integra asked is (1/30/09 Comments to Minutes received from Integra) Qwest positioning that it does not have the resources, trained or personnel in the CO to test with the Field and the CLEC will the CO resource.

Jamal Boudhaouia-Qwest said that we would not be in parity with retail. (1/30/09 Comments to Minutes received from Integra) If CLEC can not complete co-op testing we need to re-analyze the CR. He said that it is much more than training and resources but do they have the equipment to do the testing. Dan Wiger-Integra asked if the pair was not working, would Qwest (1/30/09 Comments to Minutes received from Integra) Retail would test through the vendor equipment and do further testing on the frame to the technician in the field – Qwest in Wholesale – CLEC CO Test. Jamal Boudhaouia-Qwest said that HDSL parameters don't have the capability nor have the technician in the CO to test to HDSL parameters. Dan Wiger-Integra said (1/30/09 Comments to Minutes received from Integra) stated that Qwest retail would seek another pair and that they would have to take this back. Doug Denney-Integra said that said that Integra wanted to get the manual process going so that they could work on how to handle testing going forward. Jamal Boudhaouia-Qwest said that Integra's CR requested Design, Provision, Test and Repair Unbundled Loops to the requirements requested by the CLEC. He said that with this new process, Qwest expects provisioning will be better than before for HDSL requirements. He said that the original CR calls for a test process. Doug Denney-Integra (1/30/09 Comments to Minutes received from Integra) said while we would all like 100% perfection there is the opportunity for and improvement along the way. He asked why we want to delay the USOC and manual process because of the testing issue when by using the USOC we could get to 80% improvement today. Jamal Boudhaouia-Qwest said (1/30/09 Comments to Minutes received from Integra) to propose a new process if this will not work. He did not understand the objections to cooperative testing. He said that everyone needs to be comfortable with the testing and we want to meet the CLECs needs so that we don't have issues going forward. He said that he would be open to another discussion. Bonnie Johnson-Integra said that when a CR requires system work in the past a workaround has been implemented. She said that Integra believes that Qwest can assign a loop without cooperative testing as it does for itself. (1/30/09 Comments to Minutes received from Integra) Jamal Boudhaouia-Qwest said that Qwest Retail does not use a manual process. (1/30/09 Comments to Minutes received from Integra) Bonnie Johnson-Integra said she was not stating that Qwest does this using a manual process and that Qwest retail could have a USOC they use. Dan Wiger-Integra said that Qwest has identified 3 steps in the process from this discussion: 1. Implement a new process/manual process, 2. implementing the USOC with cooperative testing will provide a quality loop and 3.final details on testing and how it will work. Bonnie Johnson-Integra said that it appears that Qwest is unwilling to move forward without implementing the USOC and won't do one without the other. Jamal Boudhaouia-Qwest said that Qwest is not unwilling to discuss a manual process and Integra's CR is requesting a testing process. Bob Mohr-Qwest said that Qwest wants assurance that with cooperative testing, we meet the HDSL test standard. Mark Coyne-Qwest summarized that based on Qwest's response we will go back and look at the manual process, move forward with implementing the USOC and work together on joint testing. Mark Nickell-Qwest asked when Integra would respond to the question on joint testing. Bonnie Johnson-Integra said that they would review internally and provide a timeframe for a response to the CMP CR mailbox.

12/17/08 Product/Process CMP Meeting Bob Mohr-Qwest said that we wanted to provide an update from the last call. He said that we have held meetings with our sub teams to address the support of the (12/30/08 - Comments to minutes received from Integra) HDSL USOC and provisioning guidelines. The team has completed the analysis and determined that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that the team will meet on January 8th to work through the implementation steps and establish timelines associated with the implementation of the USOC. The team will also address non loaded BRI and ADSL loops. He said the 2nd sub team is working on the testing criteria and several outstanding issues from last month's CMP meeting were discussed. He said that the implementation plan depends on the CLECs testing to 196 KHz and is critical to the implementation team. Jamal Boudhaouia-Qwest said that conditioning on the bridge tap and load coil will be performed (12/30/08 - Comments to minutes received from Integra) when we detect excessive bridge tap and have as we do today and that we will get authorization to remove it. Kim Isaacs-Integra asked if it would be done on the near and far end on the

bridge tap and interference bridge tap too. Jamal Boudhaouia-Qwest said that far and near is part of the CSA guidelines and is very clear. He said that we will consider from a process perspective the automatic authorization to remove the bridge tap to make it compatible. Kim Isaacs-Integra said that they can populate the SCA field on the 1st order to approve authorization. Jamal Boudhaouia-Qwest said that we assume authorization because of ease and efficiency. He said you can choose to follow the same process. Kim Isaacs-Integra said that it should be based on if the field is populated and that the existing process says that we communicate to Qwest whether we approve the condition. Jamal Boudhaouia-Qwest said that he could go either way. He provided examples of how Qwest performs testing. (12/30/08 Comments to minutes received from Integra) Kim Isaacs – Integra indicated that Integra would prefer to use the existing process to approve conditioning. Jamal Boudhaouia-Qwest provided examples of how Qwest performs testing. DS1 service (12/30/08 Comments to minutes received from Integra) using HDSL2 – Qwest owns both ends, MUX on CO end of loop to customer prem. The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center. HDSL is not a complete standard more focused to loop make up but each equipment manufacturer has specific standards. BRI – Testing is done remotely. UBL – Test is done on frame on most loops and the technicians are equipped with that ability. HDSL – CSA guidelines are used and hook up to the (12/30/08 Comments to minutes received from Integra) HDSL equipment and do remote. The HDSL is how loop should be done and have different parameters on how they test depending upon the manufacturer's specifications. It is different for Lucent or any other manufacturer. We do the testing remotely and the tester reads the performance. Jamal asked that the CLECs test remotely or coordinate with the Qwest tester to cooperatively test with Qwest. He said that we don't know how you test to 196 KHz and it depends on your Mux. Dan – Integra said that Qwest has various vendor technicians and has various test standards for HDSL. He said that if they are expected to do (12/30/08 Comments to minutes received from Integra) continuity testing how do they logistically accomplish this with HDSL and what is the next step. He said that Qwest can have the CO tech put the test devise on the loop asked why Qwest is not able to do this on HDSL. Jamal Boudhaouia-Qwest said that we don't do 196 KHz on our own and that we do performance but they are driven by the vendor equipment. Our Technician is not equipped and the tools are very expensive to do 196 KHz. He said the equipment itself has certain parameters between the NIU or the technician would have a laptop to do remotely. Dan-Integra asked if the CLEC orders (12/30/08 Comments to minutes received from Integra) HDSL it is the industry standard to run multi-band test and Qwest does not run an insertion loss for high frequency. He asked how Qwest would know if the HDSL is a qualified loop. Jamal Boudhaouia-Qwest said that is the question associated to the CR. He said that today Qwest doesn't perform or guarantee tests. Dan-Integra asked Qwest to confirm that Qwest itself does not perform test. Jamal Boudhaouia-Qwest said that on raw copper loop the tech on the other end doesn't interject test parameters (12/30/08 Comments to minutes received from Integra) Qwest connects the loop to the HDSL equipment and tests remotely. Dan-Integra asked if Qwest would perform the test for HDSL signaling for themselves if the circuit doesn't work. Jamal Boudhaouia-Qwest said no and that typically (12/30/08 Comments to minutes received from Integra) Qwest looks for overlooked bridge tap or load coil and removes these if found – the practice of testing the loop don't do is driven by CO Mux. Qwest tests remotely. Dan-Integra said that with the Mux you don't have the technician. He said that you order the facility and hook up to the vendor equipment and it doesn't work. He said that a loop issue is found. He asked how they could cooperatively test by sending the tone for every ADSL and hand off a qualified loop. (12/30/08 Comments to minutes received from Integra) Dan stated it sounds as though Qwest is just using vendor testing. Jamal Boudhaouia-Qwest said that we don't have the equipment or technicians trained for HDSL signaling. He said Qwest does not have the capability to test raw loops. He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS test in the CO because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed. Most of the time we don't test using test equipment in the CO. Qwest is not

equipped to do the testing in every central office. Dan-Integra asked if Qwest's position was that when the CLEC orders an HDSL Loop Qwest wants the CLEC to be part of the Loop Qual testing. Jamal Boudhaouia-Qwest said (12/30/08 Comments to minutes received from Integra) LFAC will do the Loop Qualification. We don't know the capability of the CLEC. He said that we are asking for cooperative testing and what other parameters beside 196 KHz to test to because 196 KHz may not interject the signal. Dan-Integra said that they would review the recommendation internally. He asked if they agree to cooperative testing would the standard be jointly defined. Jamal Boudhaouia-Qwest said (12/30/08 Comments to minutes received from Integra) yes we are willing to jointly define compliance standards that some CLECs can't test remotely with 196 KHz. Doug Denney-Integra (12/30/08 Comments to minutes received from Integra) said that Qwest indicated some COs are equipped with test with this 196 KHz testing standard and asked if Qwest's position is the same, regarding testing of the loop, even in offices where the capability to test the loop exists. Jamal Boudhaouia-Qwest said that is correct from a process perspective. He said that in these offices the process we are introducing with this CR would be across the board. Bonnie Johnson-Integra asked when Qwest includes new technology or service is the criteria included in the binder group. Jamal Boudhaouia-Qwest assuming that Qwest knows the NC/NCI codes in the binder group are running each pair is assigned the correct codes in the cable. He said that he tried to make manage spectrum management process – DS1 on it if the separate CO based HDSL and ADSL interfere with the CO based – interference will appear after a certain amount of time and that is how the spectrum if we know the codes in binder group. Kim Isaacs-Integra asked how Qwest gets the NC/NCI information to manage spectrum etc. Jamal Boudhaouia-Qwest said that it is driven by the service order and that is how they get assigned to the cable. Kim Isaacs-Integra said that (12/30/08 Comments to minutes received from Integra) service modifier LFXU is for 2 Wire Analog and Non Loaded Loops and they all carry the same service modifier code and asked how Qwest could manage spectrum correctly/interference on the loop. Jamal Boudhaouia-Qwest said that (12/30/08 Comments to minutes received from Integra) historically the NC/NCI codes were not loaded. He said that when we have a UBL the NC/NCI codes need to be correct on the loop and that is what we are trying to do going forward in order to manage spectrum.. Kim Isaacs-Integra asked how Qwest determines the NC/NCI codes on LXFU. Jamal Boudhaouia-Qwest said that if we have LXFU would be able to manage with NC/NCI codes and we are looking at the total technical parameters with the NCI/SECNCI going forward. Kim Isaacs-Integra said when assigning HDSL, LFACs will find the loop upfront and asked if the NC codes will be tied to the circuit so when you manage spectrum you aren't going to have interference. Jamal Boudhaouia-Qwest said that when the USOC is input, IMA will drive the correct NCI codes. Bonnie Johnson-Integra said that the reason they are asking is because they have had an ongoing issue for 2 years. She said that Qwest network personnel told them that the repair commit time for LXFU 2-4 wire Non-Loaded Loop is 24 hours when the SIG indicates it is 4 hours. She said that Qwest said they determine repair commit time by the service code modifier and not the NC/NCI code and that they can't differentiate between 2 & 4 wire analog and a 2/4 Wire Non-Loaded Loop. She said that they are concerned with the challenge in repair when there are 600 pairs on the binder group and is Qwest looking at 600 orders. She said that going forward there will be a different USOC but will still have the service code modifier. She said that we may need to take a closer look at this with HDSL & being included and LXFU modifier. Jamal Boudhaouia-Qwest said that we are not looking at 600 pairs. He said that there are 25 pair cables and if the services apart in each binder group there won't be an interference issue. He said that he was not aware of the repair time and will take as an action item. He said that what he envisions going forward is that the new USOC will drive NC/NCI codes and HDSL will be assigned. Bonnie Johnson-Integra asked if we could do research on how they can differentiate between a VG loop and an HDSL loop. Jamal Boudhaouia-Qwest said that we can research.

11/19/08 Product/Process CMP Meeting

Bob Mohr-Qwest said that we had questions from the adhoc meeting held 11/12 and

would like to provide an update. Bob said that the 1st question is associated with the embedded base of circuits. He said the question was will Qwest update the circuit with the USOC as needed when the CLEC opens repair tickets and indicates this is a 2 wire non-loaded loop with HDSL NC/NCI codes. Bob said that if the circuit is identified and qualifies as HDSL, Qwest will change to the new USOC. He said that if the circuit does not meet the guidelines we will ask that it be moved to a service that qualifies. Bonnie Johnson-Integra said that when we are talking about repair we are talking about 2 buckets. She said that the 1st bucket is when a circuit is working and Qwest does a network modification resulting in the circuit not working. She said that there should never be a case when the circuit worked and now doesn't qualify because of the network modification (11/26/08 Comments to minutes received from Integra) because per Jamal on the ad hoc call, an address qualifies or it does not. Jamal Boudhaouia-Qwest said that is correct. (11/26/08 Comments to minutes received from Integra) we will look at this situation on an individual case basis. Bonnie Johnson-Integra said that going forward they should not have to open up a ticket in this situation (11/26/08 Comments to minutes received from Integra) because Qwest will not install the circuit if it does not qualify. Jamal Boudhaouia-Qwest there should be no repair issue and that the circuit should work and continue to work going forward. Bonnie Johnson-Integra said that if the circuit does not qualify and you request that the circuit be moved to another facility should only apply to circuits prior to this process. She said that the circuits Bob is referring to are those that don't meet the guidelines. Bob Mohr-Qwest said he was referring to the embedded base. Bonnie Johnson-Integra asked if these would be circuits that never worked. Jamal Boudhaouia-Qwest said that if there have been 4 or 5 repair tickets on a circuit there may be a problem. He said that if the circuit has always worked properly, it should work going forward. Julia Carter-Redman-McLeodUSA said that their concern is that they have a circuit that has worked properly for years (11/26/08 Comments to minutes received from Integra) a change occurs in Qwest's network and now the circuit doesn't work. Qwest's response is that the circuit meets the standar for test per NCI code and CLEC now has to re-order because it has the wrong NCI codes. Jamal Boudhaouia-Qwest said that the issue is to provide correct NCI codes. Julia Redman-Carter-McLeodUSA said that the (11/26/08 Comments to minutes received from Integra) circuit has been working for years and the codes in the beginning worked and now there is a repair issue. Qwest is now claiming it doesn't work because the NCI codes are wrong.and we have to reorder with the now correct NCI codes. Jamal Boudhaouia-Qwest said that we are talking about 2 different issues. Mark Coyne-Qwest said that McLeodUSA's issue doesn't fall into the description of the CR and that we have captured their concern. Bonnie Johnson-Integra said that their CR is asking for Qwest to install and provision circuits based on the NCI/SECNCI codes. She said that Qwest was only installing to voice and their CR addresses ADSL. Jamal Boudhaouia-Qwest said that we are trying to make sure that the NC/NCI codes expected on the request are to provision UBL. He said that our expectation is that the NCI codes in the PCAT and ICA are correct going forward. Julia Redman-Carter-McLeodUSA confirmed that this (11/26/08 Comments to minutes received from Integra) addresses only installation and provisioning on a going forward basis. Jamal Boudhaouia-Qwest said yes. Julia Redman-Carter-McLeodUSA said that they don't want (11/26/08 Comments to minutes received from Integra) to have to reorder something that has been working and now stops working. PAETEC want the service repaired based on the standard for the service we originally ordered and received.

Kim Isaacs-Integra said that the NCI & SECNCI codes used for the service should work to those standards. She said that if the NCI code is different than what you wanted, the circuit won't work per the standard. Julia Redman-Carter-McLeodUSA said that she still has a problem with a circuit working for years (11/26/08 Comments to minutes received from Integra) though it may have the 'wrong' codes – and now Qwest won't repair and PAETEC may need to re-order again because of Qwest changes. Kim Isaacs-Integra said if you have an embedded circuit with a 2 wire non loaded loop NCI and it is working as ASDL and then it stops working, Qwest will repair to NCI code standards based on ADSL. Jamal Boudhaouia-Qwest said that we could talk further about this is an adhoc meeting. Jamal said that we test and manage to current NCI codes. Bonnie Johnson-Integra said if the current codes are HDSL

capable and the circuit was working and then it doesn't, Qwest is going to have to remove the bridge taps. Mark Coyne-Qwest said that these were good discussion points for an adhoc meeting. Bonnie Johnson-Integra asked why these discussions have to take place outside of a CMP Meeting. (11/26/08 Comments to minutes received from Integra) Bonnie said we have the participants on the call now and Qwest seems to always be trying to get things outside of CMP. Mark Coyne-Qwest said that he was not sure we had all the right SMEs on the call. (11/26/08 Comments to minutes received from Integra) Bonnie Johnson-Integra asked Jamal and Bob it that was true. Jamal Boudhaouia-Qwest said that McLeod's issue is outside of the CR and said that he was not prepared to discuss this concern. Julia Redman-Carter-McLeodUSA said that she was not able to join the adhoc meeting. Bonnie Johnson-Integra confirmed that Qwest will change the circuit if it qualifies and if a circuit has worked for a year it should still work. Jamal Boudhaouia-Qwest agreed that circuit should qualify and that if the circuit does not work, Qwest will take a look at it and place it on a facility that works. Julia Redman-Carter-McLeod said that they should not have to make changes to make it work. Bonnie Johnson-Integra asked if the confusion is that in the past McLeodUSA was using NCI codes not associated with HDSL and that is the difference from the CR. Julia Redman-Carter-McLeodUSA said (11/26/08 Comments to minutes received from Integra) that per the NCI/SECNCI codes the testing standard applied should be to HDSL codes per PCAT. She asked that if the circuit was working previous years and meets the designated standard per the NCI code but not the ADSL standard so that the circuit is working as it has been for the previous years, then does CLEC have to re-order with the now correct codes. Jamal Boudhaouia-Qwest said that we are not asking the CLEC to re-order but if the circuit never worked we are asking that it be moved to a different service. He said that if the circuit qualifies and has the correct codes Qwest will apply the USOC. Laurie Roberson-Integra said that if the circuit has been working for a year and quits and it qualifies, Qwest will restore it. She said if there is a Qwest network change and it doesn't qualify per the rules Qwest will not restore. Jamal Boudhaouia-Qwest said that based on tests and if the circuit worked intermittently and doesn't meet standards, Qwest will ask the CLEC to change it. Laurie Roberson-Integra asked if the circuit worked before and now it doesn't will Qwest try and fix the issue. Jamal Boudhaouia-Qwest said that he wanted to emphasize the standard test of 96HZ and if the circuit falls outside of the standard, Qwest will ask the CLEC to change it. Bonnie Johnson-Integra said that it is a case-by-case basis and that McLeodUSA's issue is a different issue and not related to this CR. Jamal Boudhaouia-Integra agreed and said it is a totally different spectrum issue (HDSL with ADSL) and that the remote D-Slam has no affect on ADSL. Kim Isaacs-Integra asked how Qwest will address bridge tap removal (near and far end) during the design and provisioning phase and what will Qwest do if it interferes with the service. Jamal Boudhaouia-Qwest said that would fall under the conditioning process and said he was not familiar with the current practice. Kim Isaacs-Integra asked if Qwest could provide a response. Mark Coyne-Qwest said that we will provide a response in the meeting minutes. Jamal Boudhaouia-Qwest addressed the question regarding what additional work and HDSL2 testing requirements need to be added to this process. He said that the technicians need to be equipped with HDSL tier testing and be able to read and understand DB levels. They will need to check for load coils going forward and test to the correct range. Bonnie Johnson-Integra asked if this additional work (11/26/08 Comments to minutes received from Integra) because the circuit will now be designed is related to Qwest wanting to increase from 3 to 5 day intervals. Jamal Boudhaouia-Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines. Bonnie Johnson-Integra asked when Qwest adds the USOC could she assume that it goes through LFACs to find the facility or does it fall out for manual handling. She said that she knew some will flow through. Jamal Boudhaouia-Qwest said that they would go through LFACs. Kim Isaacs-Integra asked if they would be auto assigned. Jamal Boudhaouia-Qwest said that he did not have the details but that the center will have to look for the correct facility. He said that extra time is needed in trying to mirror the design process and it is not an automatic process. He said all DS1s go through the design process. Jamal Boudhaouia-Qwest addressed whether coordinated/cooperative testing will be required, and if so, does that mean basic install will not be available for these loops.

He said that cooperative testing will have basic install testing with coordinated cooperative testing or have CLEC requested timeframes. Bonnie Johnson-Integra asked Qwest to confirm that plain basic installation was not available and has to be basic with cooperative test. Jamal Boudhaouia-Qwest said that was correct. Kim Isaacs-Integra said that on a basic install with DS1 or analog, Qwest is doing some test with a verbal response and asked if there was anything additional that needs to be done with HDSL. Bob Mohr-Qwest asked if they were referring to a finished DS1. Kim Isaacs-Integra said that with any loop order they can request basic install and Qwest will test to standard with a run test and asked what additional activity they need to do with cooperative testing. Bob Mohr-Qwest said that performance testing may be required and was not certain if there was a different test. He said that with the basic option, test results are not provided. Jamal Boudhaouia-Qwest said that we need to look at DS1 capable loops. He said that we will look at DS1 testing requirements to see what the CLEC has to do. Jamal said that he envisioned that the testing could be done remotely by the Qwest technician and CLEC with the same test results. Kim Isaacs-Integra (11/26/08 Comments to minutes received from Integra) asked if Qwest wanted us to send the 196 kHz down the loop and it will loop back. Bonnie Johnson-Integra said that with cooperative test you need the CLEC for something vs. just testing to the parameters and calling us. Bonnie said that they may have additional questions. Mark Coyne-Qwest said that if there are any other questions to send to cmpcr@qwest.com.

November 12, 2008 adhoc meeting Attendees: Bob Mohr–Qwest, Jamal Boudhaouia-Qwest, Doug Allen-AT&T, Kim Isaacs-Integra, Bonnie Johnson-Integra, Loriann Burke-XO Communications, Joyce Bilow–Paetec, Laurie Roberson-Integra, Doug Denney-Integra, Jo Wees-Qwest, Susan Lorence-Qwest

Susan Lorence-Qwest stated the purpose of the call is to discuss CR PC082808-01IG, Design, Provision, Test and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards, and for Qwest SMEs to provide a high level concept of the proposed solution. Bob Mohr-Qwest relayed that since the last ad hoc call, there have been several meetings to evaluate what would be required to provision specific interfaces for the Non Loaded loops to industry guidelines. The key is for downstream groups to be able to identify the unique interface. Bob relayed we would like to share the concept of a 2 gate approach to qualifying and provisioning the HDSL loop interface. Bob Mohr-Qwest said the team had researched how the NC/NCI codes are processed today for the specific interfaces and found that the majority of downstream systems rely on a unique USOC along with NC/NCI combination. Qwest found an existing USOC (U2UXX) that is defined today as a HDSL Unbundled Loop. The USOC is not used for any other application and LFACS can assign a Qual Code to validate availability of a facility that meets the HDSL guidelines. Bob relayed that if a facility exists then LFACS assigns facility and the order has made it through gate 1 otherwise the order is rejected. Jamal Boudhaouia - Qwest relayed that the determination in Gate 1 is if there is any capable facility available. (11/21/08 - Comments to minutes received from Integra) HDSL CSA Guidelines T1.418 recommendation would be used to determine capability. He relayed he wanted to be sure everyone was clear on the guidelines.

Bonnie Johnson-Integra asked Qwest to confirm that with the USOC, Qwest would be able to identify in LFACS whether or not there was a facility and that this was the current process that any order takes through Gate 1 11/21/08 – Comments to minutes received from Integra) and not a new process. Bonnie raised the question on what would occur if there was no facility. She indicated she disagreed that if there was no facility, Qwest would reject rather than treat as a delayed order.

Bob Mohr-Qwest said (11/21/08 – Comments to minutes received from Integra) rejected might be the wrong word and he said he would take that issue back to his SME team.

Bonnie Johnson-Integra (11/21/08 – Comments to minutes received from Integra) said

that Qwest was focused on the HDSL and said the change was broader than HDSL and questioned whether Qwest was looking for other unique USOCs.

Bob Mohr-Qwest (11/21/08 Comments to minutes received from Integra) recommendation with respect to digital products other than HDSL2 to order the corresponding digital compatible or capable loops. at the same price as non-loaded loops but there was not that latitude with HDSL.

Bonnie Johnson-Integra asked if new USOCs will also be obtained for the other Non-Loaded Loop Interfaces such as ISDN BRI and xDSL-I.

Qwest relayed the concept for other interfaces such as BRI ISDN, and xdsl-I should be ordered using the existing NC code for that UBL (xDSL-I and BRI ISDN Capable UBLproducts). This will ensure that these services are provisioned using industry guidelines and testing. ADSL interfaces should be ordered using the NC code of LXR- and this will drive the specific ADSL tests and parameters.

Kim Isaac-Integra (11/21/08 Comments to minutes received from Integra) said that it appears Qwest was stepping away from the ADSL loop through grandfathering the product. This ADSL loop may disappear in the next round of ICAs.

Bob Mohr–Qwest said there is no plan to grandfather ISDN BRI Capable and xDSL-I Capable Loop, but that Qwest was looking into the issue related to grandfathering of the product ADSL (11/21/08 Comments to minutes received from Integra) and possibly un-grandparenting the ADSL capable loop product.

Bonnie Johnson-Integra asked about the timeframe for that and Bob Mohr-Qwest relayed that he did not have that information at this point.

Bob Mohr-Qwest said at this point in the process, Gate 1 had been passed and that Gate 2 involved the actual provisioning and testing of the order. Bob relayed that with the additional testing and coordination, a change to the interval from 3 to 5 days is required. There was also the need to explore whether a cooperative test was required and whether that was operationally feasible. Bob relayed that the call was needed to explore those two areas: the interval change from 3 to 5 days and cooperative testing.

There was discussion on why there was a need for the increased interval. (11/21/08 Comments to minutes received from Integra) Jamal Boudhaouia - Qwest relayed that the 2 wire non loaded loop is a 3 day interval because it is not designed. The increased interval was due to the additional testing time that was required to test the 196khz frequency And because the circuit would now be a designed service and different test sets and technicians trained for this testing are needed on each end of the circuit.

Bonnie Johnson-Integra questioned what the expectation was around cooperative testing vs. a coordinated testing.

Discussion occurred the around the types of testing, various cost issues and how often these type of circuits would be ordered vs. the required test equipment.

(11/21/08 Comments to minutes received from Integra) Bonnie Johnson – Integra asked if Qwest was going to require coordinated/cooperative testing.

(11/21/08 Comments to minutes received from Integra) Bob Mohr – Qwest said that from a product perspective Qwest needs to determine the cost vs. the return.

(11/21/08 Comments to minutes received from Integra) Bonnie Johnson – Integra

indicated she would take this back internally. She asked Qwest if they are currently doing any testing for 2-wire loops.

Jamal Boudhaouia - Qwest relayed that today there is no requirement to perform (11/21/08 Comments to minutes received from Integra) HDSL tests. He said Qwest tests for load coils only.

Jamal Boudhaouia – Qwest (11/21/08 Comments to minutes received from Integra) said the qual code for the 1st gate will be the CSA Guidelines. The specific guidelines indicate that if there are no facilities, the order would be rejected.

(11/21/08 Comments to minutes received from Integra) Susan Lorence – Qwest indicated that there was an earlier question regarding the difference between rejected and delayed orders.

(11/21/08 Comments to minutes received from Integra) Jamal Boudhaouia – Qwest said for HDSL, there is no recommendation on a standard. ANSI T1.418 is the standard that references HDSL2 on the other hand if certain guidelines are not met, the address does not qualify which would be a reject vs. following the delayed order process. Jamal referenced that the CSA guidelines must be met.

(11/21/08 Comments to minutes received from Integra) Kim Isaacs - Integra questioned whether qualifications were based on gauge or distance only because we can request conditioning to remove load coils and interfering bridge tap

Jamal Boudhaouia - Qwest relayed it was based on gauge and distance and that it was a mathematical calculation.

Jamal Boudhaouia–Qwest relayed he would provide the specific guidelines. NOTE: The T1E1 Technical Report #28 is the guideline that Jamal Boudhaouia cited, specifically Section 3.1 depicts the CSA Guidelines that are Industry Standard.

Bonnie Johnson-Integra relayed that if the parameters are considered during loop qualification, the order should not get rejected.

Jamal Boudhaouia–Qwest indicated that if a customer uses the Raw Loop data tool, that chances are good that if it qualifies, the facility will still be available however there is no guarantee that some other provider did not order those facilities. The Raw Loop data tool does not reserve facilities.

Bonnie Johnson-Integra stated again there is a difference between an address that does not qualify and (11/21/08 Comments to minutes received from Integra) address that does qualify but no facilities which is the difference between a reject and a delayed order.

Jamal Boudhaouia–Qwest relayed (11/21/08 Comments to minutes received from Integra) that is a good point and Qwest would take that into consideration.

Bob Mohr-Qwest said he would take an action item: what to do with ADSL.

Bonnie Johnson - Integra questioned whether Qwest was looking for concurrence before the CR moves forward on the two areas of extending the interval from 3 to 5 days and the question of testing.

Bob Mohr-Qwest said the idea was to share the concept while Qwest continues to investigate the testing and other issues. He questioned whether Qwest was on track

and moving in the right direction.

Bonnie Johnson-Integra (11/21/08 Comments to minutes received from Integra) said that provisioning and repairing the loops to the NC/NCI code is where we need to be. We will not discuss whether we believe Qwest should have been doing this all along under our ICA on this call. Integra cannot dictate how to get to the solution but knows where we need to end up and wants to get there.

Jamal Boudhaouia–Qwest said Qwest wants to get there as well with a process that will work.

Susan Lorence-Qwest confirmed that Qwest would provide the Carrier Service Area (CSA) guidelines and asked for questions. Qwest relayed information had been provided on the direction and status of the CR and Qwest has additional items to think about.

10/15/08 Prod/Proc CMP Meeting Mark Coyne-Qwest stated that Bob Mohr-Qwest will provide an update. Bob stated that the team reviewed the change and stated that no IMA (10/22/08 Comments to minutes received from Integra - in bold) or system changes are necessary, so this CR will cross over to Product/Process. Bob stated that they looked at one change and solution and the concept failed. Bob stated that Qwest has other solutions but those were more complex and the team is evaluating the changes that need to be made. Bob stated that we would like to schedule an adhoc meeting in about two weeks to review the status and potential new solutions. Bonnie Johnson-Integra asked if the adhoc meeting will be to update the CLECs or to present a solution for the CR. Bob Mohr – Qwest stated that is what Qwest hopes but he did not want to set any misconceptions but the existing solutions are more complex. Bob stated that in the next 2 weeks our objective is to research, test, and look at financials. Mark Coyne – Qwest thanked Bob for the update.

9/17/08 Systems CMP Meeting Susan Lorence-Qwest said that this request was submitted as a Product/Process CR. This CR is in the Systems Package because an industry guideline CR has to be submitted as a system CR per the CMP Document. If determination is made that there are no system changes the CR will be crossed over to a Product/Process CR. Bonnie Johnson-Integra said (9/25/08 Comments to minutes from Integra in bold) she will not read the entire CR request but that there have been a number of discussions with Qwest on these types of circuits and there is a lot of background and history. At a high level, Qwest advised Integra that regardless of the NCI code on requests for 2w/4w non loaded loops, Qwest installs, provisions and repairs to a voice grade level. She said that they are asking Qwest to provision and repair circuits based on the industry standards for the NCI/SECNCI Code instead of just the NC code. Susan Lorence-Qwest said that we held a clarification meeting on September 9th. She said that Bonnie provided ANSI T1.418 as the Industry Guideline. Bonnie Johnson-Integra said that was provided as an example and may not cover all of them. Qwest has a lot of codes already referenced in the tech pubs. We talked in the clarification call about the industry guideline CR having to be submitted as a system CR. She said that if there if no system work, the CR would be crossed over to a Product/Process CR. She said that they have been trying to address this issue for quite some time and have a concern about any delay. She said that there have been so many people engaged up to the VP level and they would like Qwest to respond ASAP on how soon this can be done. Susan Lorence-Qwest said that the SME team is already looking at the CR and that we will have a response by the next CMP meeting. She said that we hope to provide a response on whether we are accepting the change and whether there is system work involved. She said that once we determine if there is no system work involved, the CR will be crossed over to Product/Process. Bonnie Johnson-Integra said that they don't believe they should have had to issue this CR but Qwest recommended that they do. She said that there are industry guidelines that Qwest should be repairing and provisioning their circuits to. She said that they have been trying to get this resolved for over a year and they don't want to wait month after month for a response and will not be very patient. She

said that anything Qwest can do to expedite the process would be appreciated.

QWEST Response

March 13, 2009

For Review by CLEC Community at the March 18, 2009 CMP Product/Process Meeting

Bonnie Johnson Integra

Subject: Integra Change Request - CR #PC082808-1IGX

This CR is requesting to Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards.

Additional detail for this change request can be found at:
http://www.qwest.com/wholesale/cmp/changerequest.html

Qwest Response:

The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application.

Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request.

Sincerely

Qwest Corporation

ESCALATION #45 Integra Escalation PC082808-1IGX Denied

EMAIL

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, March 20, 2009 4:54 PM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied
Enclosed is Integra's escalation regarding Qwest's denial of PC082808-1IGX.

Bonnie

ATTACHMENT

Escalation of CR #PC082808-1IGX by Integra and Affiliates

March 20, 2009

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. It seems self-evident that, if a CLEC orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to CLECs. For example, as discussed below, some interconnection agreements (ICAs) define xDSL-capable loops to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to CLECs. There is a specific mechanism, set forth in the SGATs and ICAs, for the CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when a CLEC requests a specific type of xDSL capable loop (*e.g.*, via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (e.g., a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require the CLEC to order a different, more expensive product (*e.g.*, a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code ***and the NCI code***, Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (*e.g.*, HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest needs to provide the particular product requested by CLEC.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically

orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

The CR and this Escalation are not limited to loop delivery/installation. Integra's Provision Loops Per Request CR covers loop design, provision, test, and repair for loops (including all types of xDSL capable loops, only one of which is HDSL). In other words, by "providing" a digital capable loop to CLEC, Integra means all phases of providing that loop. In its CR, Integra provided a May 2008 repair example. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations (docket numbers provided below). The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Qwest's Response completely ignores this significant aspect of Integra's CR.

- History of item

On August 28, 2008, Integra submitted CR PC082808-1IGX. This CR addresses a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and Integra's Senior Vice President of Engineering raised it with Brian Stading, then Qwest's Vice President, Service Management and shortly afterward with Ken Beck, Qwest's Regional Vice President. As indicated in Integra's CR, Integra submitted its request to the Change Management Process (CMP) in response to Qwest's request to take the issue to CMP, while Integra reserved its rights under the ICAs and the law. The CR was discussed in CMP. On the January 21, 2009 CMP call, Integra agreed to an action item to consider the comments that Qwest had made on that call and respond in writing. On February 4, 2009, Integra completed its action item by providing that written response to Qwest. During the February 18, 2009 CMP call, Qwest nonetheless indicated that Integra had not responded to its action item and, therefore, Qwest was not prepared to discuss it and had not circulated it as part of the CMP materials so other CLECs could be prepared to discuss it. Integra objected and, after the call, sent an email to Qwest, stating: "Enclosed . . . is our response from two weeks ago. The first paragraph both clearly identifies it as our response and requests that Qwest include it in the CMP CR detail, available to all CLECs. It says: 'On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response is included in the detail for CR PC082808-1IGX.'" Because Qwest ignored this written response and the request to include it in the CR detail distributed to other CLECs, other CLECs were not given an

opportunity to review the materials in advance or comment upon them during the CMP meeting. Qwest did not provide a reply either in writing or at the next CMP meeting. Qwest indicated it had already responded (even though previously it had said it was not prepared to respond), and Qwest did not address the many points raised in Integra's response. On March 13, 2009, Qwest denied Integra's CR. As discussed below, Qwest brief written denial is particularly non-responsive. On the same day (March 13, 2009) as Qwest denied this CR (#PC082808-1IGX), Qwest also denied Integra's CMP Escalation ("Escalation #44) relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Unlike CR PC020409-1EX (which was limited to HDSL), this CR includes all types of xDSL-capable loops. Integra has provided a separate written reply to Qwest regarding its denial of that Escalation.

- Reason for Escalation

This issue is important, and it impacts CLECs, competition, and end user customers. As discussed in the above Description of the Item Being Escalated, CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest does not explain how CLECs can possibly achieve these goals when Qwest refuses to "provide the product in the manner requested by CLEC" (as stated in Qwest's Response). Because Qwest's Response hinges on whether it has any "obligation" in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is "legal," the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP. Qwest's conduct reflected in its denial of Integra's CR (#PC082808-1IGX) violates Qwest's obligations under the Act, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.

In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position. In this Escalation, Integra will reply to each of Qwest's assertions in the order in which they appear in Qwest's two-paragraph Response.

Productization

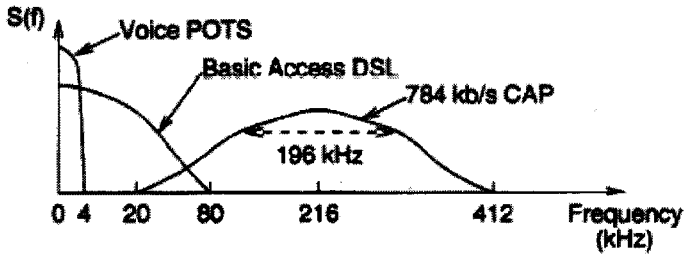
In the first line of Qwest's Response, Qwest refers to its "Unbundled Non Loaded Loop product" and how Qwest developed that product. As indicated in Integra's CMP Escalation relating to its Facilities Assignment USOC CR PC020409-1EX (which Qwest also denied), if Qwest's products or processes are inconsistent with the law, the law

controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. It is not an adequate response to any of the operational, legal and contractual issues raised by Integra to argue that Qwest did not choose to develop its "product" that way. Qwest cannot escape its obligations through productization. There is no exception in the rules or FCC orders (*e.g.*, TRO ¶23; 47 CFR §51.319) to the effect that Qwest must unbundle xDSL capable loops unless Qwest chooses to develop a different product. Also, as discussed below, the ICAs provide that their terms control vis-à-vis Qwest's product documentation. Qwest should have developed its products in compliance with the law and the ICAs and, if it did not, Qwest needs to promptly bring itself into compliance.

Qwest Technical Publication 77384 Vis-à-Vis Industry Standards

Qwest states in its Response that the "Unbundled Non Loaded Loop product was developed with various applications contained in Technical Publication 77384." Qwest's Technical Publication 77384, however, provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." This is consistent with the definition of HDSL2 in both the SGAT/Eschelon ICA language and the Integra ICA language (both definitions quoted below).

The ICAs require compliance with "industry standards" (e.g., §§9.2.2.1.1 & 9.2.2.1.2 below). For example, xDSL capable loops must comply with "guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417" (§9.2.6.1 below). Regarding the interrelationship between industry standards and Qwest's Technical Publications, the Eschelon ICAs specifically state (§12.4.3.5 below, emphasis added): "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with*** Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ***ANSI standard***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The *ANSI* Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in §9.2.6.1 below and in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

In the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added): "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop." Qwest is operating as

though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Qwest's position is inconsistent with industry standards establishing a different NCI code for HDSL from the NCI code for ADSL and establishing testing at 196 kHz for HDSL (see above). Because Qwest will only test HDSL at 1004 HZ (*i.e.*, voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – then Qwest's processes, technical publication, and PCAT need to be promptly revised.

Qwest's current practice stands in stark contrast to these standards. In the May 2008 example provided in Integra's CR, the HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted). Since then, Qwest has confirmed in CMP that it will only provide a non-loaded loop (per the NC code) but will not specifically provision HDSL2 (per the NCI code), so that per Qwest at installation HDSL2 service might work, and it might not, and even if it works initially, Qwest will not restore it to that level if it later fails. In Figure 6(c) above, there is a very small area on the frequency line where the line marked Basic Access DSL intersects with the line going from 20 kHz to 412 kHz. Apparently, it is a narrow situation such as this for which Qwest says a non-loaded loop "might" work, though Qwest will not agree to restore it if a later Qwest network modification takes it out of that area. Figure 6(c) suggests that the likelihood that it "might not" work is greatest. The FCC, the SGATs, and the ICAs do not refer to loops that "may or may not" be digital capable. They must be "digital capable." And, per the ICAs (quoted below), they must comply with industry standards using both the NC and NCI codes.

Qwest's position that it may restrict testing to ***voice*** transmission parameters is inconsistent with these industry standards (as well as 47 CFR §51.319(a)(1)(iii)(C), quoted below).

ICA Controls Vis-à-Vis Technical Publication/Qwest Documentation

Even assuming Qwest's suggestion that it is in compliance with its technical publication were correct, Qwest cannot avoid its legal and contractual obligations by narrowing them or writing itself out of them via its technical publications. This potential means of circumventing obligations was anticipated early, in the SGATs, which state (in Section 2.3, with emphasis added):

> Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, ***PCAT***, methods and procedures, ***technical publications***, policies, ***product notifications*** or other ***Qwest documentation*** relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either

> Party under this Agreement, ***the rates, terms and conditions of this Agreement shall prevail.***

The Qwest-Eschelon ICAs also contain this language in Section 2.3 as do, for example, the ICAs of CLECs that have opted into the SGAT or the Qwest-Eschelon ICA. Qwest's CMP Document provides in Section 1.0 ("Introduction and Scope"): "In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement." The body of the Eschelon ICAs (§12.1.6.1.4) also contain this language.

As discussed above, the Eschelon ICAs (§12.4.3.5) also require Qwest's technical publications to be consistent with industry standards. To the extent that Qwest's technical publications are inconsistent with industry standards, they should be revised. To the extent that Qwest's technical publications are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing

Qwest's statement in its Response that its "product" was developed using applications in its technical publications omits the fact that unbundled loops were supposed to be developed in accordance with the Act and the ICAs. This includes xDSL capable loops. Qwest states (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX), however, that: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement.

The various state SGATs; the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"]; other CLEC ICAs based on adoption of the SGAT or the Qwest-Eschelon ICA; and other CLEC ICAs that are based on the SGAT or Eschelon ICAs with modifications ***all contain the following provisions*** (with the same or substantially the same language):

> Section 4.0 (Definitions) states: "'Digital Subscriber Loop' or 'DSL' refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following: . . ."

The "following" long-standing list in the 4.0 definition of DSL includes ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL and specifically states:

> "'HDSL' or 'High-Data Rate Digital Subscriber Line' is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
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> 'HDSL2'" or "'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting ***a bit rate of 1.544 Mbps***." (emphasis added)

The seven types of xDSL listed in these agreements do ***not*** include DS1 Capable Loop, which is separately defined. The definition states: "'Digital Signal Level 1' or 'DS1' means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3." Regarding a "capable" loop, see Section 9.2.2.1.1 below. Under the SGATs and ICAs, CLECs are entitled to all unbundled loop types (including DS1 capable loops and xDSL capable loops), as shown below.

The term "xDSL-I" is not stated in the definition of DSL. The definition of DSL includes IDSL or ISDN DSL and also states that xDSL includes but is "not limited to" the seven types listed.

> The Eschelon ICAs in Section 4.0 state: "'Include' or 'including' means to have as part of a whole. The terms 'include' and 'including' mean 'includes but is not limited to' and 'without limitation,' regardless of whether one or both of these phrases is used, and regardless of whether the term 'include' or 'including' are capitalized."

Section 4.0 (Definitions) provides that "Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

> In the TRO (¶23), the FCC confirmed Qwest's long-standing obligation to unbundle both "high-capacity lines" and "xDSL-capable loops." The FCC specifically said (in TRO fn 661 to ¶215) that the term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as "HDSL (high-speed digital subscriber line)."

Section 9.1.2 contains general terms applicable to all unbundled loops (analog and digital) and requires Qwest to provide non-discriminatory access to Unbundled

Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. In addition, Section 1.3 of the Eschelon ICAs provides: "Qwest shall provide such Interconnection, UNEs, Ancillary Services and telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder."

> The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.)

Section 9.1.9 provides: "In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in ***minor*** changes to transmission parameters. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ***ordered by CLEC***" (emphasis added). Although the language in the Eschelon ICAs approved to date varies somewhat, each one contains additional language in Section 9.1.9 confirming that a "minor" change does not ultimately adversely affect the customer's service and does not limit service to voice parameters. For example, in Minnesota, Section 9.1.9 of the Eschelon ICA (adopted by several other CLECs) states: "If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice ***or data***, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to ***restore the transmission quality*** to an acceptable level if it was caused by the network changes" (emphasis added).

> Please review the testimony and arbitration orders relating to Issue 9-33 (Network Maintenance and Modernization) in the Qwest-Eschelon ICA Section 252 arbitrations. Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.

Section 9.2.2.1 also contains general terms applicable to all unbundled loops (analog and digital) and provides: "Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. . . . Unbundled Loops shall be provisioned . . . with a minimum of service disruption."

Section 9.2.2.1.1 provides: "Use of the word 'capable' to describe Loops in Section 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface***

codes, as contained in the relevant technical publications ***and industry standards***." (emphasis added)

> ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. In light of this long-standing obligation, Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL and HDSL2 as defined in these contracts) to CLECs.
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> Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.]

Section 9.2.2.1.2 provides: "Use of the word 'compatible' to describe Loops in Section 9.2 means the Unbundled Loop ***complies with*** technical parameters of the specified Network Channel/***Network Channel Interface*** codes as specified in the relevant technical publications ***and industry standards***. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment." (emphasis added)

Section 9.2.2.3 provides ". . . Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. . . ." In fact, Qwest's own ICA negotiations template proposal, in Section 9.2.2.3, also states:

> "Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes*** that Qwest uses for itself to provide the requisite service." (emphasis added)

Section 9.2.2.9.1 provides: "Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed." The basic installation option for loops is available to CLECs at commission-approved rates in most, if not all, Qwest states.

> Under "Spectrum Management" (Section 9.2.6), Section 9.2.6.1 provides: "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and ***guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417***." Section 9.2.6.6 states: "When ordering xDSL Loops, CLEC will provide Qwest with appropriate information ***using NC/NCI codes*** to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. . . ." (emphasis added).
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> Section 12.1.6.1.4 of the Eschelon ICAs provides: "In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC."
>
> Regarding Maintenance and Repair, see also SGAT Section 12.3 and subparts and Eschelon ICAs Section 12.4 and subparts.
>
> Section 12.4.3.5 of the Eschelon ICAs provides: "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard."

Qwest's own negotiations template proposal and the Qwest-CLEC ICAs based on that template language contain many of these same provisions.

Other CLEC ICAs may not contain the same language but nonetheless require Qwest to provide unbundling as ordered by the FCC (which includes both "high-capacity lines" and "xDSL-capable loops," TRO ¶23). They also confirm Qwest's long-standing obligation to provide unbundled HDSL capable loops and specifically HDSL at a DS1-level signal (*i.e.*, not limited to voice grade parameters). For example, the Qwest-Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico in Section 3.20 contain the following definitions – *going back to the year 2000 through the present*:

> Section 3.20: "'HDSL' or 'High-Bit Rate Digital Subscriber Line' means a ***two-wire*** or four-wire transmission technology which typically transmits ***a DS1-level signal (or, higher level signals with certain technologies)***, using 2 Binary/1 Quartenary ('2B1Q)." (emphasis added)

> Section 3.48: "'xDSL' refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provided digital communications services over copper Loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary and at the appropriate charge if any, by USWC to carry the appropriate xDSL signals."

In a June 5, 2008 email, Qwest (SVP Ken Beck) told Integra that "HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility." The fact that the Qwest-Integra ICA definition of HDSL ***from the year 2000*** includes two-wire transmission technology transmitting a DS1 level signal shows that Qwest has had ample time to put in place processes for two-wire loops. In addition, the Qwest retail information in RPD (which is discussed below and which was withdrawn from CLEC availability as of April 29, 2006 per Qwest notice, see Ex. BJJ-44 in UT-063061) supports this conclusion.

Qwest needs to explain its statement that "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop" (Qwest March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) specifically with respect to these provisions documenting Qwest's obligation to provide CLECs with xDSL capable loops, including HDSL, using both the NC and NCI codes.

NCI Codes

The second sentence of Qwest's Response refers specifically to the NCI codes. Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its denial of Integra's CMP Escalation re. CR PC020409-1EX that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. It sheds no light on why Qwest then refuses to comply with the NCI code for xDSL Capable Loops, as it is required to do by the ICAs and industry standards.

Qwest states: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only." This statement, and the entire first paragraph of Qwest's Response, are just another way of saying that Qwest does not provision to the full NC/NCI codes but instead only takes the "NC" code into account (as discussed above and in Integra's CR). The SGATs and ICAs, however, require Qwest to comply with the full "NC/NCI codes" (plural). (See, e.g., §§ 9.2.2.1.1-9.2.2.1.2, quoted above.) They do not

use the term "NC" without "NCI," nor do they say that Qwest may comply with the NC code while ignoring the NCI code or treating it as informational.

Qwest goes on to say that Qwest's technical publication states that the NCI codes are informational only ("as stated in"). That is incorrect. Qwest's technical publication 77384 states on page 3-6 in Section 3.4.3 that the NCI codes are "informative to Qwest" and adds that the "customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit." Once informed of the customer's specifications, Qwest must take them into account. Specifically, Qwest's publication states on page 3-6 in Section 3.6 (with emphasis added) that an NCI code "tells a Qwest engineer and the circuit design system, of ***specific technical, customer requirements*** at a Network Interface." Per the ICAs, Qwest cannot ignore these customer requirements and must comply with them. In other words, Qwest must provide the product in the manner requested by CLEC.

The NCI codes "communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" because – unlike with a DS1 Capable Loop when Qwest provides the equipment on each end – for xDSL capable loops, CLECs provide that equipment at the customer premises and in the central office. Therefore, CLECs use the NCI code to communicate this information to Qwest.

When CLECs order DS1 Capable Loops, Qwest sometimes provisions the loops using HDSL2, though Qwest charges the DS1 Capable Loop rate. Integra does not contest that practice in its CR, because that is a different situation. In that situation, Integra expects to pay the DS1 Capable Loop rate because Integra ordered a DS1 Capable Loop (via NC/NCI codes specific to DS1 Capable Loop). Significantly, in that situation, Qwest provides the HDSL2 equipment (and performs the work associated with doing so). Therefore, what Qwest describes (in its Denial of Integra's Escalation of CR PC020409-1EX) as a "much more costly" process for DS1 Capable Loops is a process applicable when Qwest provides its own equipment, which Qwest maintains and, as needed, repairs and replaces. In contrast, the situation with xDSL capable loops is that the CLEC provides the equipment (*e.g.*, HDSL equipment) at both ends. By providing the equipment, the CLEC undertakes the maintenance, repair, and replacement of the equipment. As it is using its own equipment, the CLEC performs certain tasks for itself that it need not then pay Qwest to perform on its behalf. Similarly, the interval is and should be different because CLEC is performing this work for itself. Qwest needs to comply with the NCI codes to allow the process reflected in the ICAs and the industry standards to work as intended.

Qwest's insistence on cooperative testing in every case (discussed below) ignores this key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. This is particularly clear in Qwest's denial of Integra's CMP Escalation re. CR PC020409-1EX when Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." The entire

ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements.

Loop Qualification Vis-à-Vis Facilities Assignment

Qwest concludes the first paragraph of its Response by stating: "The CLEC has responsibility to inspect the character of the facilities, e.g., gauge, length, etc. and determine that the facility is appropriate for their specific application." This is an interesting statement, given Qwest's position that CLECs cannot order a basic installation for an HDSL capable loop and retain responsibility for testing the loop, as described by Integra in its February 4, 2009 CMP comments on this CR and in its Escalation of CR PC020409-1EX. To the extent that Qwest is referring to loop qualification, the CLECs' responsibilities in that regard are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through the CR denial and Escalation Denial – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. (See also Integra's CR PC020409-1EX and Integra's associated Escalation, which deal with a sub-set of the issues in this CR as to HDSL. Facilities assignment of all xDSL capable loops, including HDSL and HDSL2, are part of this CR.) Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Since then, Qwest has confirmed (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in §9.2.6.1 above) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

In Qwest's denial of Integra's Escalation re. CR PC020409-1EX, Qwest also admits that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

As discussed above, in addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in

a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information that Integra requested in its CR and in its Escalation re. CR PC020409-1EX regarding Qwest's retail facilities assignment process. To determine whether the processes are nondiscriminatory, however, Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of this CR led CLECs to believe that Qwest's retail facilities assignment process used an existing Universal Service Ordering Code (USOC) that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers."

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers.

Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation

Despite all of the above, Qwest concludes erroneously in its Response that "Qwest is under no obligation to provide the product in the manner requested by CLEC" and it has "no obligation to provide Non-Loaded Loops in this manner." Qwest states:

> "Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request."

Qwest's reference to "good faith" appears to be an attempt to suggest that CLECs are not negotiating in good faith unless they capitulate to Qwest's demand for cooperative testing for xDSL capable loop installations. The suggestion is wrong and unfair. CLECs have taken the time to provide extensive information and citations to Qwest, much of which Qwest leaves unanswered in its Response. CLECs have expressed flexibility in how a solution is implemented, whereas Qwest has expressed a take-it-or-leave-it position on cooperative testing. CLECs already have long-established rights under their existing ICAs (quoted above) to both (1) basic installation for xDSL capable loop installations at Commission approved rates, and (2) access to xDSL capable loops in compliance with industry standards. Qwest is withholding services to which CLECs are entitled to force CLECs to give up their existing right to basic installations. This is not an ICA negotiation. Qwest is supposed to have implemented processes to effectuate these long-established ICA rights and, not having done so, needs to implement them now.

Ongoing Economic Consequences to CLECs

After dismissing without even acknowledging the many Integra-provided citations to the ICAs and FCC orders and rules as not obligating Qwest to provide the product in the manner requested by CLEC, Qwest states that the decision then "becomes one of economics." Requiring cooperative testing for every xDSL Capable Loop installation, however, would be an additional financial cost to CLECs, in addition to the adverse economic consequences that exist today because of Qwest's failure to comply to date.

As discussed above, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement "to perform cooperative testing." Cooperative testing comes later (at installation), however, and is separate from assignment of facilities (*e.g.*, a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC as identified via the NC/NCI codes, will help ensure fewer problems when the testing stage is reached. In CMP, Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. Qwest confirmed in its denial of Integra's Change Request (CR) #PC082808-1IGX that Qwest does not perform this testing for its own retail customers. Qwest hooks up the facility, and it "works or

doesn't work." When the loop is an xDSL Capable Loop, the CLEC is providing the equipment at both ends. Therefore, the CLEC should also be able to hook up its equipment, determine if it works or does not work, and proceed accordingly, just as Qwest does for itself and its customers.

Qwest's insistence that CLEC be present and cooperatively test when Qwest delivers the loop is an attempt by Qwest to dictate CLEC's use of its own resources. Qwest appears to wrongly assume that CLEC would be present at delivery anyway, which is incorrect. Though Integra hooks up its own equipment, Integra needs to control the timing of that activity to most efficiently use its own resources and, when necessary, to coordinate with others (*e.g.*, contractors, customers, vendors, etc.). Qwest's proposal would impose costs on CLECs associated with Qwest dictating the timing and use of CLEC's resources. In contrast, Integra's approach does not impose those costs on Qwest. Qwest delivers the loop, as Qwest is already compensated to do per the Commissions' approved rates for basic installation. As discussed below, if Qwest assigns a loop per the NCI codes, in most cases the loop should work as intended. Therefore, no joint testing or repair at installation is required except in the minority of situations (which the ICAs already address). If for some reason a CLEC desires to dictate timing and use of Qwest's resources, the CLEC may choose the cooperative testing installation "option" and then Qwest is compensated for use of those resources with the Commission approved rates for cooperative testing.

Qwest's proposal to impose cooperative testing upon CLECs for every installation is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Integra would need to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if Qwest assigns proper facilities in the first place***). In its denial of Integra's CMP Escalation re. CR PC020409-1EX, Qwest complains of unspecified "additional work relating to provisioning and dispatch." Qwest's cooperative testing proposal, however, would clearly impose additional work relating to provisioning and dispatch upon CLEC in every one of these cases. And, even without Qwest's cooperative testing proposal, Qwest's current practices already impose additional work on CLECs every time Qwest delivers a loop that is not capable of supporting the requested service. Qwest refuses to abide by its obligation to assign a loop per the NC/NCI codes and then seeks to address any problems that result from its own failure to respect the NCI code by requiring CLECs to engage in and pay for joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines (including NCI code), in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment (just as Qwest, for its retail customers, performs tests once it hooks up its equipment, see above).

Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. [This assumes that Qwest is not enforcing a policy in violation of 47 CFR §51.319(a)(1)(iii)(C) of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient and less costly than Qwest's proposal to require joint testing for 100% of installations.

Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the ICAs and industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Qwest states that without tying implementation of the CR to its additional demand for cooperative testing in every case, CR implementation "economically not feasible for Qwest." Requiring cooperative testing for every installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above). Qwest's proposal would impose unnecessary expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the CR to allow Qwest's facility assignment system to assign a qualified facility capable of supporting the requested service (instead of, *e.g.*, erroneously assigning a voice grade loop when a

digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's comments are particularly frustrating because Qwest is incorrectly saying CLECs may do to Qwest what Qwest has in fact already done to CLECs. By ignoring the NCI code and assigning the wrong loop type, Qwest is currently creating liability ***for CLECs*** by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of violation of Qwest's obligation to assign and provision xDSL capable loops in compliance with industry standards, including the NCI code. The consequences of that conduct belong with Qwest, not CLECs.

Qwest's tying of cooperative testing to moving forward at all with this CR also ignores the significant repair and network maintenance and modernization aspects of the CR. (See, e.g., the May 2008 repair example in the CR.) Existing customers are already on the service, so the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to the previous data levels. (See, e.g., ICA §9.1.9; Qwest-Eschelon arbitration issue 9-33.) Qwest shall not (contrary to current practice) restrict testing to voice parameters. [See 47 CFR §51.319(a)(1)(iii)(C).]

- Business need and impact

Qwest admits that it complies only with the "NC" code and not the "NCI code." Qwest also admits its processes/systems currently do not assign a facility capable of supporting the type of xDSL service requested by a CLEC. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended. Qwest also admits that it is seeking to impose upon CLECs testing that it does not perform for itself and its customers. CLECs' rights under the ICAs and the law are clear and long-standing. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue. A key CLEC business need is for Qwest to implement the CR without delay to correct these problems.

Regarding the significant impact upon CLECs, competition, and end user customers, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR. Contrary to Qwest's claim in its denial of Integra's CR PC082808-1IGX that Integra is seeking "a guarantee that every

xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. As illustrated by the above example in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, customers – including CLEC customers of Qwest's – need to receive the product ordered and are harmed when the wrong product is delivered. The ICAs and industry standards already have a regime in place for CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC by using the NC/NCI codes. If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (e.g., HDSL2) in the manner the product is defined as indicated by the full NC/NCI code, then Qwest's processes are out of compliance and need to be brought into compliance. To the extent that Qwest's processes (including technical publications) are inconsistent with industry standards, they should be revised. To the extent that Qwest's processes (including technical publications) are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra's CR focuses on achieving the desired result (providing the product requested by the CLEC), not a particular manner of implementation. For example, because Qwest has denied Integra's request for implementation of a USOC, then Qwest needs to implement another solution(s) to address these problems. Qwest should reverse its denial of this CR and work collaboratively and quickly toward that goal.

Qwest

March 23, 2009

Kim Isaacs
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TO:Kim Isaacs

Announcement Date:	**March 23, 2009**
Effective Date:	**Immediately**
Notification Number:	**CMPR.03.23.09.F.06194.CMP_Escalation_45**
Notification Category:	*Change Management Notification*
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Escalation Notification #45-Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied**
Associated CR # or System Name and Number:	**Integra CR # PC082808-1IGX**

This notification is to inform the customer community that an escalation has been received on the following issue:
Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied.
The full content of the Escalation #45 has been posted to the Qwest CMP web site at: http://www.qwest.com/wholesale/cmp/escalations.html.
Pursuant to Section 14.2 of the Qwest Wholesale Change Management Process Document, http://www.qwest.com/wholesale/cmp/whatiscmp.html:

> Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, *http://www.qwest.com/wholesale/cmp/escalations.html*, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to *cmpesc@qwest.com* within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."

If you wish to participate in this escalation, you have until the end of the business day on March 24, 2009. Go to the Qwest CMP Escalations web site at: http://www.qwest.com/wholesale/cmp/escalations.html and click on the participate button adjacent to **Escalation #45 PC082808-1IGX Denied** or e-mail your participation to cmpesc@qwest.com.
Questions may be directed to Susan Lorence on 402 422-4999 or email at Susan.Lorence@qwest.com.

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 27, 2009 5:21 PM
To: Johnson, Bonnie J.; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'
Subject: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Attached is the Qwest binding response to the escalation of PC082808-1IGXES Denied which was submitted March 20, 2009 and acknowledged by Qwest on March 23, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
CMP Project Manager
402 422-4999

Escalation #45 Regarding Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

March 27, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

This letter is Qwest's binding response to your March 20, 2009 escalation regarding PC082808-1IGXES. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate.

Integra and its affiliated entities ("Integra") escalated Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGXES, entitled "Design, Provision, **Test** (emphasis added) and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"].

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in

determining the capability of a particular loop. One of these tools is the Raw Loop Data tool which depicts the composition of the loop e.g., gauge, length, etc.

As required per the CMP document, Qwest attempted to work collaboratively with the CLEC community by holding clarification calls, Ad Hoc meetings, and discussion in the monthly CMP meeting to review this Integra Change Request. The purpose of these meetings was to clarify all aspects of the CR and determine appropriate deliverables. After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive. Qwest did not deviate from the CMP requirements.

In regard to Integra's claim that the Qwest is non-responsive and the written denial inadequate, Qwest believes the discussion in the CMP meetings and the related meeting minutes adequately covered the topics requested and answered the Integra questions. However, if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail product that require a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product for instance, when selecting the loop, but at CLEC request, Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to the DS-1 service uses the same assignment process as that used for the CLECs. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same manual design process by ordering Qwest's unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS1 provisioning processes. This product is called DS-1 Loops. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

As part of the Qwest overall response to this CR, Qwest has proposed inclusion of Cooperative Testing as requested in the original CR. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Cooperative Testing, the implementation of this CR becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR continues to be denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform Cooperative Testing, the implementation of this product becomes a financial liability to Qwest and is economically not feasible.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

From: Johnson, Bonnie J.
Sent: Friday, April 03, 2009 1:54 PM
To: 'Cmp, Escalation'; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'; Johnson, Bonnie J.
Subject: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

I am attaching Integra's position statement.

integra TELECOM
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Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

To:	Qwest CMP
From:	Integra and its Affiliates
Date:	April 3, 2009
Subject:	Position Statement, CR #PC082808-1IGXES

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 27, 2009 Binding Response in which Qwest denies Integra's CMP Escalation (Escalation #45) regarding Change Request (CR) PC082808-1IGXES, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. CLECs joining the escalation include Comcast, TDS Metrocom, Velocity Telephone, McLeodUSA Telecommunications Services, Inc. (d/b/a) PAETEC Business Services, AT&T, Jaguar Communications, and tw telecom inc. ("Joining CLECs"). Given that Qwest leaves much of the escalation unanswered (as discussed below), Integra

incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

Qwest has tied any resolution of the issues (including repairs months or even years after installation) to its insistence on cooperative testing for every single xDSL capable loop installation (even when CLECs have a contractual right to basic installations at Commission-approved rates). Any suggestion that CLECs, and Integra "specifically," will not work and test cooperatively with Qwest because they disagree with Qwest's position is a myth. Integra has made it clear that it is fully willing to participate in joint testing when joint testing is actually needed (as opposed to 100% of installations). Of course Integra disagrees with Qwest's unyielding position that CLECs must conduct unnecessary testing and work in an inefficient manner. (See "Ongoing Economic Consequences to CLECs," Escalation #45, pp. 17-20.)

Qwest incorrectly claims that cooperative testing was "requested in the original CR." (Qwest Binding Response, ¶7) and apparently relies upon the word "test" in the CR's title as its basis for this erroneous claim (*id.* ¶2, placing the word "test" in bold and indicating emphasis was added). The title not only cannot in fairness be read in that manner [see, *e.g.*, use of "test" in 47 CFR §51.319(a)(1)(iii)(C)], but also Integra has expressly explained to Qwest on several occasions that Integra did not, and is not, requesting new or cooperative testing. (See, *e.g.*, Integra's February 4, 2009 CMP comments as to this CR, pp. 1-2.) The fact that Qwest continues to represent that Integra requested cooperative testing when it knows otherwise does not further resolution of the issues. As Integra has repeatedly explained, as to installations, Integra will hook up and then conduct its own testing, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.) As to repairs (whether immediately after installation or later), Integra is not requesting additional testing; it is only requesting that if testing is needed it be performed per the appropriate performance parameters for that loop type consistent with industry standards (including those relating to NCI codes).

NCI Codes

Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. To the extent that Qwest has not implemented these codes, it needs to do so.

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct

NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

Qwest's obligation to comply with industry standards is a separate obligation, in addition to its obligation not to discriminate. For example, the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota specifically state in Section 12.4.3.5: "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with Telcordia's General Requirement Standards*** for Network Elements, Operations, Administration, Maintenance and Reliability ***and/or*** the applicable ***ANSI standard***." (See Escalation #45, pp. 4, 7 & 11.) Consistent with the position taken by Qwest in its Binding Response that ICA issues are not appropriate for CMP, Integra and Eschelon have previously raised the ICA provisions with Qwest's legal and ICA teams (as well as Qwest's service management team and executives). Those teams at Qwest, however, have also failed to respond to this specifically identified ICA provision. Integra will raise the ICA provisions with those Qwest teams once again. Irrespective of any ICA language, Qwest has not explained its position that Qwest need not comply with industry standards for NCI codes, even though its own documentation (quoted below) recognizes their significant function.

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs, which are caused by Qwest, would be minimized or eliminated. (See, *e.g.*, Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes ***are used to determine the specifications of the facility*** you are ***ordering***. ***<u>Each unique combination</u> sends a different set of instructions to Qwest technicians***." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, ***depending on the Network***

Channel/Network Channel Interface (NC/NCI™) codes specified by you." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)

"Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable ***by the ANSI Standards***). . . . Qwest will remove Load Coils and/or interfering Bridged Tap for ***2-Wire*** and 4-Wire ***Non-Loaded Loops***, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services ***specified in the NC/NCI code combination*** will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc

See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

Therefore, it is not as though Qwest was unaware of these industry standards or the intended purpose of the industry NCI codes. CLECs should not suffer the consequences of Qwest's choice to ignore those codes when developing its products and processes or costs, if any, to correct the problems resulting from that choice.

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, *e.g.*, already places the NC/NCI codes on orders, to the extent Qwest recognizes the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

Qwest Policy of Restricting Testing to Voice Transmission Levels and Conducting Repairs Without Regard to Industry NCI Codes

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate

testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (*e.g.*, HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

Section 47 CFR §51.319(a)(1)(iii)(C) provides (with emphasis added): "Insofar as it is technically feasible, the incumbent LEC shall ***test and report troubles*** for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." (See Escalation #45, pp. 3, 4, 6, 10, 18, & 20.)

A policy change (with associated direction to and training of Qwest personnel) is required, as Qwest admits that its current policy is not to restore service:

> "[T]urning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work." See Qwest Corporate Counsel April 1, 2009 letter to Integra.
>
> "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." See Qwest March 13, 2009 Denial of Integra's CMP Escalation re. CR PC020409-1EX; see also Qwest March 27, 2009 Denial (Binding Response) of escalation of this CR, p. 2 ("absent the obligation to provide an HDSL Capable Loop").

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

When CLECs order xDSL capable loops, Qwest does not assign the best (most qualified) loop for the type of loop ordered. In fact, Qwest previously directed Integra to order an ADSL loop when Integra desires working HDSL2 service (see Escalation #45, p.5), even though Qwest has since admitted that its earlier direction would create spectrum management issues (see 3/26/09 loop qualification ad hoc call minutes). Qwest is obligated by industry standards and in many cases by contract to comply with both the NC and NCI codes, but Qwest admits it does not comply with the NCI codes (see below). The solution to this problem does not require any additional testing at installation. As Qwest admits, for Qwest's retail DS1 service (which Qwest has admitted may be delivered using HDSL2 technology, see RVP email), Qwest assigns the "best loop" (Qwest Binding Response, Escalation #44, ¶5, p. 1), even though "Qwest does not perform this function [additional testing] for its own retail DS-1 provisioning processes" (both Qwest Binding Responses, ¶7, p. 2, first bullet point). This shows it is technically feasible to assign the most qualified loop without additional testing at installation in every case. Further evidence of this is found in Qwest's retail ordering process

documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

> The "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." (See Escalation #45, p. 16. Qwest failed to address this point in its Binding Response.)

Qwest points out that the other product (DS1 capable loop) is more expensive, apparently suggesting that, to get more, you have to pay more. But, for DS1 capable loops, Qwest provides equipment that, with xDSL capable loops, CLECs provide. (See Escalation #45, p. 13.) Qwest is the party that sought each of the rates for each of the installation options, during a time period when xDSL capable loops were also available to CLECs per the law, many ICAs, and industry standards. Via Qwest's own pricing proposal, the installation options (including basic) apply to xDSL capable loops. State commissions have approved basic installation rates applicable to all types of xDSL capable loops. Integra disagrees that Qwest incurs additional costs. With xDSL, Integra not only provides the equipment at both ends, but also Integra then performs the testing that Qwest performs for itself when it provides the equipment. If Qwest is claiming it made a pricing error, however, its remedy is not to deny service to which CLECs are entitled but to seek cost relief from the state commissions.

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (*id.*), which is also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, *e.g.*, Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

> "According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters." See Qwest's Regional Vice President (RVP) June 5, 2008 email to Integra.

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (*i.e.*, a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could

complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> > *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.
>
> Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

<u>A Simple Request to Receive the Product Ordered Does Not Equate to an Unreasonable Request for an Impossible Guarantee, as Qwest Claims</u>

Integra is not seeking a guarantee that every xDSL capable loop can carry the specific xDSL loop type ordered by a CLEC (*e.g.*, HDSL), as Qwest alleges in both Binding Responses. (See Escalation #45, pp. 13 & 20.) First, CLECs perform loop pre-qualification to determine whether, according to Qwest's records, loops exist that should be capable of transmitting the applicable xDSL signal. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request. (See Escalation #45, p. 14.) Second, if Qwest uses both the NC and NCI codes appropriately, the requested loop will ***not*** have to support every type of digital signal but only the one requested by the CLEC. In its Binding Response, ¶3, Qwest states that "some but not all xDSL loops are able to transmit HDSL." When a CLEC via the NC/NCI codes specifies HDSL, the NCI codes allow Qwest to sort out those xDSL loops and, of all the xDSL capable loops, assign one of the ones that is capable of transmitting HDSL.

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even

though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

This is different from Qwest's current practice, which Qwest claims uses the same loop selection process for one type of loop (retail ADSL – which Qwest has grandparented and said there is no certainty of it even being a feasible product, Escalation #45, pp. 14-15), regardless of the type of loop ordered (*e.g.*, HDSL), and which Qwest admits, in Binding Response #44, ¶5, is "quite different" from a process that "picks the best loop" (though the fact that Qwest can pick the best loop for another product establishes that it can be done). Also, although Qwest claims to use the retail ADSL digital product selection process for HDSL digital capable loops, Qwest's admission (see above) that it restricts testing of 2/4 wire non-loaded loops to analog (1004 Hz) levels indicates that the loop selection process for CLECs is inferior to the selection process for retail ADSL (even assuming it were appropriate to use an assignment process for one loop type for all other loops types, though the industry standards assign them each a unique NCI/NCI code combination). Regarding ADSL when a CLEC requests ADSL, Qwest must meet applicable industry standards and contractual obligations, regardless of what it said in its unilateral notices (to which Integra objected). That does not mean that Qwest can require use of ADSL when a CLEC requests HDSL.

The chance that the loop will work as intended and per applicable standards should not be reduced because a CLEC exercises it right to order an xDSL capable loop and use its own equipment instead of a different digital product to which it is also entitled (DSL capable loop). The FCC found that CLECs are impaired without access to ***both*** "high-capacity lines" and "xDSL-capable loops." (TRO ¶¶ 23 & 642; see Escalation #45, pp. 8-9.) Qwest cannot make an unreliable ADSL product or DS1 capable loops the only vehicles for obtaining T1 or HDSL2 transmission parameters. The Qwest RVP June 2008 email (see above and Escalation #45, p. 5) and Qwest's Binding Response at ¶ 6, however, confirm that this is precisely how Qwest has chosen to design its products and processes. Therefore, Qwest needs to modify those products and processes.

As illustrated by the example in Escalation #45 in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, it is a completely unsatisfactory result for Qwest to provide a response that is the equivalent of saying, "hey, we delivered a pizza." The customer did not receive the product ordered and, as a result, the customer is harmed.

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information,

including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

In Escalation #45 on March 20, 2009, Integra addressed points raised by Qwest in its March 13, 2009 Denial of Escalation #44 relating to CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Although Integra took the time and resources to specifically address in its escalation each point in an attempt to clarify and resolve these issues, Qwest ignores the detailed information provided by Integra. Instead, Qwest simply repeats the same information (often word-for-word) on March 27, 2009, as if Integra had not already replied to each of those points on March 20th, as follows:

Qwest 3/27/09 Denial Escalation #45	**Qwest 3/13/09 Denial Escalation #44**
¶3, p. 1	¶6, p. 2 (word-for-word)
¶4, p. 1	¶7,p. 2 (similar portions re. complete/ partial solution & CMP discussions)
¶6, p. 2, first sentence only	¶4, p. 1 (word-for-word)
¶6, p. 2, remainder of paragraph	¶5, pp. 1-2 (virtually word-for-word)
¶7, p. 2 including bullet points	¶7, p. 2 (word-for-word, except first sentence)
¶8, p. 2	¶8, p. 2 (virtually word-for-word)

The problem this creates, in terms of resolving these issues (as well as Qwest's CMP obligation to provide a response), is that Qwest's Binding Response completely fails to address Integra's March 20, 2009 bases for escalation of these issues. This negates Qwest's claim that it is attempting to "move forward via CMP."

Qwest Non-Responsiveness to Citations to SGATs, ICAs, and Law, and Qwest Position Regarding the Scope of CMP

Integra said, in its Escalation #45, p. 3: "Because Qwest's Response hinges on whether it has any 'obligation' in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is 'legal,' the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP."

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest

sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

In its Binding Response, ¶5, Qwest said "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." Integra is pleased that Qwest has come around to this view, though disappointed that Qwest did not reach this conclusion earlier to avoid the delay caused by Qwest insisting on use of CMP for these very issues. Integra has brought its issues to Qwest's legal and ICA teams and expects them to honor Qwest's stated position in its Binding Response. Integra awaits a response from Qwest that discusses the provisions cited by Integra.

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, *e.g.*, Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

Qwest's tying of cooperative testing to moving forward at all with this CR ignores the significant aspects of the CR dealing with repairs following Qwest network maintenance and modernization activities. (See, e.g., the May 2008 repair example in the CR; see also "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in Integra's February 4, 2009 written comments.) In these situations, existing customers are already on the service and it has been working as intended for digital purposes for months or even years. Therefore, the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to acceptable levels to be compliant with industry standards for the type of loop requested. [See also 47 CFR §51.319(a)(1)(iii)(C), quoted above.]

The network maintenance and modernization issue was arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (For docket numbers and the Minnesota Eschelon ICA language, see Escalation #45, p. 9.) Other CLECs have the same language in Section 9.1.9 of their ICAs. (See, *e.g.*, in Minnesota, Section 9.1.9 of the ICAs of Integra, NorthStar Access, Otter Tail Telecom, Popp.com, 702 Communications and US Link/dba TDS Metrocom.) The Qwest-Eschelon Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to implement this ICA provision for CLECs with such language in their ICAs. Though Qwest Corporate Counsel confirmed Qwest's contrary position as to all CLECs, Integra has asked that the Qwest's attorneys, including the Qwest attorneys representing Qwest in those arbitrations, take another look at Qwest's position.

Qwest Non-Responsiveness and Loop Qualification

On March 27th Qwest repeated word-for-word its previous March 13th position regarding its Raw Loop Data tool "which depicts the composition of the loop e.g., gauge, length, etc.)," even though on March 20, 2009 Integra expressly addressed Qwest's position on loop qualification. In the section of its Escalation #45 entitled "Loop Qualification Vis-à-Vis Facilities Assignment" (see page 14), Integra explained why Qwest's point is inapplicable and the loop qualification tools do not satisfy the business need. Qwest's Binding Response leaves these reasons untouched. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

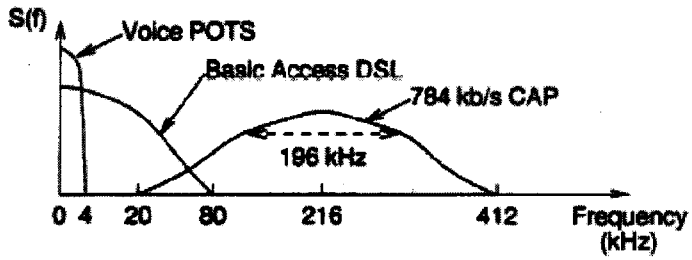
Qwest Non-Responsiveness and Industry Standards

Integra's Escalation #45 included sections entitled "Qwest Technical Publication Vis-à-Vis Industry Standards," including discussion of ANSI T1E1 (pp. 4-6), and "NCI Codes" (pp. 12-13). Is Qwest now claiming that industry standards and technical publications are inappropriate subjects for discussions in CMP? Qwest did not discuss these sections in its Binding Response, though Qwest is required to respond to Integra's escalation.

In Qwest's March 13, 2009 Denial of Integra's Provision Loops Per Request CR, Qwest relied heavily on technical standards. In that Denial, Qwest said that it has an obligation "to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384." Integra addressed Qwest technical publication 77384, as well as industry standards referenced in the technical publication, in its Escalation #45. In its Binding Response, Qwest does not dispute a single fact presented by Integra as to the meaning of the Qwest technical publication or the content and meaning of those industry standards. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with

emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Qwest's stated position that, if a "CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ"*** (see Qwest, RVP Ken Beck, June 5, 2008 email to Integra) is inconsistent with these industry standards and Qwest's own technical publication requiring Qwest to conform to the industry standard ANSI T1E1, Technical Report Number 28. In CMP, Qwest has not denied that the position stated in its RVP's email of June 2008 remains Qwest's current position, nor has Qwest indicated any willingness to change that position in light of the above ANSI standard information (as well as 47 CFR §51.319(a)(1)(iii)(C), which Qwest also fails to address in its Binding Response).

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends).

See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

Qwest's Binding Response leaves the following information regarding vendor requirements and Qwest's own use of the vendor Adtran for HDSL untouched. Therefore, Qwest appears to accept the accuracy of the following section of Integra's Escalation #45 (p. 5), as Qwest made no attempt to dispute it:

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest Singling Out Integra

In its Binding Response, Qwest states: "After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive." It is unfortunate that, in the absence of a basis for its position, Qwest has resorted to making such a remark. Qwest is reminded that it may not retaliate against any CLEC for exercising its rights. Qwest should welcome active, vocal, informed participation in developing business solutions, rather than attempt to deter it with comments such as this.

Qwest's singling out of Integra is inaccurate, as well as unfair. Seven CLECs have joined this escalation. In addition, the CMP minutes reflect comments by other CLECs expressing concerns of their own, as well as indicating agreement with Integra. No CLEC expressed agreement in CMP to Qwest's approach.

In contrast to Qwest's single unchanging approach, Integra has demonstrated flexibility in attempting to move forward with solutions to these issues. Integra has offered, for example, to use an interim manual solution using existing fields/processes for facilities assignment (placing loop type in remarks) (see Integra Feb. 4, 2009 CMP comments, pp. 5-6). Integra also pursued USOC implementation (either via a separate CR or this one) as another approach that, according to Qwest, would be a more automated solution (even though it would initially address only one loop type, as it would be a start and offer learning for other products). Integra has also made it clear that for installations it will

hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

Instead of collaboratively developing a means of implementing the deliverables requested on August 28, 2009 in the CR (*e.g.*, "take into account NCI/SECNCI code standards, and not just the NC codes"), Qwest immediately announced its cooperative testing approach (in the first call after the Qwest evaluation stage, on Nov. 19, 2008); Qwest entrenched in that position even after CLECs pointed out numerous problems with the approach; and Qwest has been standing still with its take-it-or-leave-it cooperative testing position ever since. (See also "Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation," Escalation #45, p. 16-17.) This is true even as to repair of existing service, in situations in which cooperative testing has no application, as discussed above.

Integra asks Qwest to re-consider its position. Per Qwest's suggestion, Integra will once again go back to Qwest's legal and ICA teams to attempt to obtain resolution. Integra continues to reserve all its rights with respect to these issues.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-6

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Open Product/Process CR PC020409-1EXES Detail

Title: Qwest will implement the USOC to correct the facility assignment for HDSL

CR Number	Current Status Date	Area Impacted	Products Impacted
PC020409-1EXES	Denied 2/17/2009	Provisioning, Ordering	Unbundled Loop, Loop

Originator: Johnson, Bonnie

Originator Company Name: Integra

Owner: Mohr, Bob

Director: Montez, Evelyn

CR PM:

Description Of Change

Integra and its entities ("Integra") submits this change request (CR) to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for

Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

This CR does not replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time.

CLECs communicate the type of service they intend to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). Qwest, however, told Integra personnel that Qwest provisions circuits to voice grade parameters, regardless of the NCI/SECNCI code requested on the LSR (e.g., even if the code indicates a digital capable service, rather than a voice grade service). Qwest has suggested that the resulting problems may be at least partially alleviated if Qwest implements this USOC because, once Qwest assigns the USOC to a service, doing so will allow it to flow through facility assignment to better identify a facility capable of supporting HDSL2 service. Although Qwest had said that work on USOC implementation is currently underway and scheduled to be implemented in mid April of 2009, Qwest has since suggested that it may stop work on the USOC if CLECs do not agree to an unrelated Qwest proposal. Qwest should not tie implementation of the USOC to other issues. Doing so will cause an unnecessary delay and may cause discriminatory conditions to continue.

Qwest's ICA negotiations template Section 9.2.2.3 states:

Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available for the type of loop ordered by the CLEC (e.g., HDSL). Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the

type of loop ordered by Qwest retail. Every day that this situation continues is another day of discrimination, and so every effort should be made to accelerate resolution of this problem. As Qwest has suggested that implementation of this USOC will assist with this issue for HDSL, Qwest should promptly implement the USOC.

Expected Deliverables/Proposed Implementation Date (if applicable):

Qwest will implement the USOC no later than mid April of 2009.

Date	Action	Description
2/4/2009	CR Submitted	CR Submitted
2/5/2009	CR Acknowledged	CR Acknowledged
2/17/2009	General Meeting Held	Exception Vote Meeting Held
2/2/2009	Communicator Issued	CMPR.02.09.09.F.06038.CMP_Vote_Req_CORR
2/17/2009	Status Changed	Status changed to Denied
2/27/2009	Discussed at Monthly CMP Meeting	Discussed at the February Monthly CMP Meeting - See Attachment C in the Distribution Package
3/5/2009	Escalation Initiated	Escalation initiated
3/5/2009	Additional Information	ES suffix added to CR#

Project Meetings

2/18/09 Prod/Proc CMP Meeting

Mark Coyne-Qwest said that this exception CR was submitted by Integra. He said that a vote was conducted on 2/17/09 and the CR was denied. He said that a copy of the denial can be found on the Wholesale Calendar. Bonnie Johnson-Integra said Qwest traditionally sends a formal denial and asked when it would be sent. Lynn Stecklein-Qwest said that the denial was posted in the Qwest response section of the CR but that a formal denial letter would be sent. Bonnie Johnson-Integra said that she had additional questions on PC082808-1IGX. (Captured above)

Exception CR Vote Required Meeting Minutes – PC020409-1EX February 17, 2009 Attendees: Bonnie Johnson-Integra, Loriann Burke-XO, Julia Redman-Carter-McLeod, Mindy Chapman-Neustar, Bob Mohr-Qwest, Mark Nickell-Qwest, Jamal Boudhaouia, Mark Coyne-Qwest, Susan Lorence-Qwest Lynn Stecklein-Qwest stated that the purpose of this meeting is to review and conduct a vote on the Exception Request submitted by Integra to implement a USOC to correct the facility assignment for HDSL. She said that Integra and its entities (Integra) have submitted this change request to address a single issue - implementation of a Universal Service Ordering Code (USOC) for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra is seeking the following exceptions: • Implement the USOC no later than mid April of 2009 • This exception CR will not replace Integra s CR PC082808-1IGX and should not delay the processing of the CR. Lynn said that Quorum is eight and has been achieved. She reviewed the yes and no vote as follows: A vote of - Yes will indicate a preference to allow the implementation of the USOC to correct the facility assignment for HDSL no later than mid April 2009 and not delay the processing of PC082808-1IGX. A vote of - No will indicate a preference to NOT allow the implementation of the USOC to correct the facility assignment for HDSL and not delay the processing of PC082808-1IGX.

Bonnie Johnson-Integra said that she wanted to make sure that we were voting on whether this CR would be treated as an exception.

Lynn said that we were.

She said that Section 16.4 of the CMP Document states that - If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating

information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception. E-mail votes with a vote of yes have been received from: Covad, Comcast Cable, Jaguar Communication, Live Wire Networks, Quantum Communications, Verizon Business During the call Integra, McLeod and XO voted yes. Lynn said that Qwest voted no. She said as stated earlier in section 16.4, this section allows for the CR to not be granted as an exception if one of the criteria for denial is applicable. She said that Bob Mohr (Qwest) will provide information on why the request will not be granted as an exception CR based on the standards set forth in Section 5.3. Bob Mohr-Qwest said this Exception Change Request requires a business discussion regarding the obligation to provide the HDSL Capable Loop USOC and the cost to do so. Absent the obligation to provide an HDSL Capable Loop, the decision to implement this Exception CR becomes a financial decision. Absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest. Qwest therefore respectfully denies this Exception CR to implement an HDSL Capable Loop USOC without including the cooperative test requirement as it is economically not feasible.

Bonnie Johnson-Integra said that Qwest is willing to do this for themselves but not for Wholesale.

Lynn Stecklein-Qwest said that this CR will be closed and the formal denial response will be sent to Integra and posted to the Wholesale Calendar.

QWEST Response

February 17, 2009

Qwest Response Exception Vote Required Meeting

Bonnie Johnson Integra

SUBJECT: CLEC Change Request Response - CR #PC020409-1EX

This CR submitted by Integra and its entities ("Integra") is requesting to address a single issue – implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Qwest has indicated that there is a USOC already recognized by Telcordia/industry standards that would

help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC. Qwest, however, has not yet implemented its use for CLECs. (Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information.) Qwest should implement the USOC expeditiously.

This Exception Change Request requires a business discussion regarding the obligation to provide the HDSL Capable Loop USOC and the cost to do so. Absent the obligation to provide an HDSL Capable Loop, the decision to implement this Exception CR becomes a financial decision. Absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest. Qwest therefore respectfully denies this Exception CR to implement an HDSL Capable Loop USOC without including the cooperative test requirement as it is economically not feasible.

Sincerely,

Qwest Corporation

ESCALATION #44 - **PC020409-1EX Denied**

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but

Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time

and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment,

processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable.***

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not

receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may

joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently

creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility capable of supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

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Qwest

Announcement Date:	**March 6, 2009**
Effective Date:	**Immediately**
Notification Number:	**CMPR.03.06.09.F.06131.CMP_Escalation_44**
Notification Category:	**Change Management Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP Escalation Notification #44-Integra Telecom and affiliates (Integra) Escalation PC020409-1EX Denied**
Associated CR # or System Name and Number:	**Integra CR # PC020409-1EX**

This notification is to inform the customer community that an escalation has been received on the following issue:
Integra Telecom and affiliates (Integra) Escalation PC020409-1EX Denied.

The full content of the Escalation #44 has been posted to the Qwest CMP web site at: http://www.qwest.com/wholesale/cmp/escalations.html.

Pursuant to Section 14.2 of the Qwest Wholesale Change Management Process Document, http://www.qwest.com/wholesale/cmp/whatiscmp.html:

> Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, *http://www.qwest.com/wholesale/cmp/escalations.html*, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to *cmpesc@qwest.com* within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by ESCALATION PARTICIPATION.

If you wish to participate in this escalation, you have until the end of the business day on March 9, 2009. Go to the Qwest CMP Escalations web site at: http://www.qwest.com/wholesale/cmp/escalations.html and click on the participate button adjacent to **Escalation #44 PC020409-1EX Denied** or e-mail your participation to cmpesc@qwest.com.

Questions may be directed to Susan Lorence on 402 422-4999 or email at Susan.Lorence@qwest.com.

Escalation #44 Regarding Integra Telecom – CR #PC020409-1EX

March 13, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

This letter is Qwest's binding response to your March 5, 2009 escalation regarding PC020409-1EX. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate and also that the CMP guidelines were followed per Section 16.4 of the CMP Document.

Integra and its affiliated entities ("Integra") escalated Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalated this request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

As Qwest stated in the Vote meeting on February 17, 2009, in Section 16.4 of the CMP Document, the standards for determining whether a request will be handled on an exception basis are as follows: If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. The process that Qwest utilizes for assignment of facilities for CLEC services that CLECs sell to their end users is more advantageous to the CLECs in that Qwest does not impose distance limitations on the CLEC requests for unbundled loops as it does for its own customers. Further, Qwest maintains the response provided on February 17, 2009. Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop. Qwest provides Non Loaded and xDSL-I Loops in compliance with the First Report and Order, the UNE Remand Order, the TRO and TRRO.

Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail ADSL product. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product, when selecting the loop, but at CLEC request Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the loop assignment process for Qwest's retail DS-1 service is quite different. It is a designed service for which the engineer manually picks the best loop. This product is much more costly than ADSL and has a ten day interval. CLECs may get this same manual design process by ordering Qwest's DS-1 capable UNE loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS-1 provisioning processes. This product is called DS-1 Capable Unbundled Loops. As the CLEC community would attest to, this product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in determining the capability of a particular loop. One of these tools is the RAW Loop Data tool which depicts the composition of the loop e.g. gauge, length, etc.

This Exception CR PC020409-1EX is requesting implementation of a partial solution that does not include cooperative testing. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Co-Operative Testing, this partial implementation of the HDSL Capable Loop USOC becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR is being denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform cooperative testing, this HDSL Capable Loop USOC implementation becomes a financial liability to Qwest and is economically not feasible. This is one of the criteria for denial, and regardless of whether the Exception request received the required two thirds majority vote, the exception was not granted.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

ESCALATION #44 INTEGRA BINDING POSITION 032009

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, March 20, 2009 4:50 PM
To: Cmp, Escalation; Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'; Nora Torrez(nora.torrez@twtelecom.com)
Cc: 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark; Johnson, Bonnie J.
Subject: Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Integra's position response is below and also attached as a document.

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009, so Integra requested an

implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest

assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/ archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and

the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |

6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Tuesday, March 17, 2009 10:42 AM
To: Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'
Cc: Cmp, Escalation; Johnson, Bonnie J.; 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: FW: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

When Qwest sent our binding response to this escalation of CR PC020409-1EX on March 13, 2009, Bonnie Johnson (Integra) identified that she was aware that there were several CLECs that had also chosen to participate in the escalation. Bonnie specifically named Mcleod, Covad, Comcast, XO and twtelecom.

We are still working with our Web team to determine the problem with the "participate" button however we are copying all of you on this binding response. The response has also been posted to the Escalations web site at http://www.qwest.com/wholesale/cmp/escalations.html.

We will relay this information in the monthly meeting on Wednesday.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Cmp, Escalation
Sent: Friday, March 13, 2009 2:29 PM
To: Cmp, Escalation; 'Johnson, Bonnie J.'; 'Cox, Rod'; 'Mike Wilker'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: RE: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

Attached is the binding Qwest response to your escalation of CR PC020409-1EX which was submitted March 5, 2009 and acknowledged by Qwest on March 6, 2009.

Please contact me with any questions.

Thank you,
Lynn Stecklein
Qwest Wholesale CMP
303 672-2723

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 06, 2009 1:28 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

This is to acknowledge receipt of your escalation associated with CR PC020409-1EX.

The escalation was received in our CMP Escalation mailbox on Thursday, March 5, 2009 11:51 AM Central Time.

This acknowledgement is being sent at approximately 2:30 PM Central Time, Friday, March 6, 2009.

Dildine Lybarger, Director Program/Project Management, is assigned to this escalation. She can be reached at 303 672-2712 or by e-mail at Dildine.Lybarger@qwest.com.

Qwest will respond with a binding position e-mail no later than COB March 13, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite

service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the

CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign

and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment, processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable***.

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of

Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - ***it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This

assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of

erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility capable of supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC

for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-7

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Resources | Change Management Process (CMP)

Open Product/Process CR PC100101-5ES Detail

Title: Clarification of Additional Testing Process

CR Number	Current Status Date	Area Impacted	Products Impacted
PC100101-5ES	Completed 7/12/2002	Repair	EEL, UDIT, Unbundled Loop

Originator: Smith, Debra

Originator Company Name: Qwest Corporation

Owner: Augustson, Cathy

Director: Aesquivel III, Frederick

CR PM: Martin, Ric

Description Of Change

Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point

This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux.

Status History

Date	Action	Description
10/1/2001		CMP receives CR from Deb Smith, Qwest (Subject Matter Expert (SME))
10/1/2001		CMP CR status changed to 'Submitted.'
10/1/2001		CMP forwards updated CR to Deb Smith, Qwest.
10/17/2001		CMP Meeting: Qwest introduced "Description of Change" and agreed to provide detailed package for CLEC review. Walk through meeting to be scheduled by Qwest in the late October/early November 2001 time frame.
10/26/2001		Notification forwarded to the CLEC community regarding presentation of CR in the 10/31/01 CMP Re-Design Meeting.
10/31/2001		CR presented to the participating CLECs at the CMP Re-Design Meeting. CLECs were requested to provide comments.
11/8/2001		Qwest Notification (Document No.

		PROD.11.08.R.00197.Mtce&Repair Language; Subject: Update to Product Information on Maintenance and Repair Language within EEL, UDIT, LMC and Unbundled Loop General) transmitted to CLEC community.
11/8/2001		PCAT Documents posted to the Qwest Wholesale CMP Document Review WEB page [http://www.qwest.com/wholesale/cmp/review.html]. Comments from CLEC community due in 15 calendar days (11/23/01), as stated in 'Interim External Change Management Process for Qwest Initiated Product/Process Changes, Version 6, 11/26/01."
11/12/2001		Qwest and Eschelon personnel met to review the information shared in the 10/31/01 CMP Re-Design meeting and to answer additional questions.
11/13/2001		Notification prepared for transmittal to CLEC community regarding follow-up meeting scheduled for 11/26/01.
11/14/2001		CMP Meeting - Qwest advised CLEC community that PCAT documents currently are available for comment.
11/24/2001		No comments were received from the CLEC community regarding PCAT documents posted to the Qwest Wholesale CMP Document Review WEB page.
11/26/2001		Qwest conducted a follow-up meeting with the CLEC community to discuss any technical issues with the CR (primarily operational and testing issues). Responses to questions were prepared for posting on the Qwest Wholesale WEB page.
11/28/2001		Questions & Answers for Additional Testing 11/26/01 document posted to Qwest Wholesale WEB page [http://www.qwest.com/wholesale/cmp/changerequest.html].
11/28/2001		"Additional Testing Process Document - 11/09/01" and "Additional Testing Process Presentation - 11/09/01" posted to Qwest Wholesale WEB page [http://www.qwest.com/wholesale/cmp/changerequest.html]. These documents were previously posted in the Qwest Wholesale CMP Re-Design WEB page [http://www.qwest.com/wholesale/cmp/redesign.html].
11/30/2001		Qwest IT Wholesale Communicator, November 30, 2001, Document No. SYST.11.30.01.F.02444_CEMR_UG_Update, CEMR User's Guide Update prepared for transmittal to Qwest Wholesale Customers
12/5/2001		Formal Escalation received from Eschelon regarding implementation of CR.
12/6/2001		Qwest response sent acknowledging receipt of Formal Escalation from Eschelon (PC100101-5-E01).
12/7/2001		KMC Telecom notified Qwest to participate in the formal escalation initiated by Eschelon.

12/7/2001		Qwest publishes "QWEST - INTERNAL NOTIFICATION; Announcement Date: December 7, 2001; Effective Date: December 21, 2001; Document Number: I.PROD.12.07.01.F.00603.Pending-_ULL_EEL_LMC_UDIT; Notification Category: Product Notification; Target Audience: CLECs, Resellers; Subject: Pending Updates to Unbundled Local Loop General, EEL, LMC and UDIT Product Catalogs; Change Request Number: CR PC100101-5" for distribution to CLEC community. Notice indicates an effective date of subject updates as December 21, 2001. A fifteen-(15) day notice is provided to the CLEC community.
12/12/2001		CMP Meeting - Qwest advises CLEC community that a formal escalation has been received & that a formal escalation response is forthcoming.
12/13/2001		Qwest transmitted formal escalation response (via e-mail) to the originating CLECs (i.e., Eschelon Telcom, Inc., Covad Communications, and Allegiance Telecom Inc.) [response posted in Qwest Wholesale CMP WEB page; http://qwest.com/wholesale/cmp/escalations.html].
12/21/2001		Eschelon reply received responding to the Qwest formal escalation response (dated 12/13/01) [reply posted in Qwest Wholesale CMP WEB page; http://qwest.com/wholesale/cmp/escalations.html].
1/16/2002		CMP Meeting - Qwest provided status update indicating that CR is in "Escalated" status, and that Qwest is reviewing Eschelon reply (received 12/21/01).
2/20/2002		Qwest provided status update. CR remains in "Escalated" status. Meeting discussions will be set forth in the Product/Process Draft Meeting Minutes contained in the Product/Process CMP Meeting Distribution Package (03/20/02).
3/20/2002		CMP Meeting - Qwest advised that the CR was still in an Escalated status. Meeting discussions will be set forth in the Product/Process Meeting Minutes to be posted on the CMP Web site.
4/17/2002		CMP Meeting - Qwest advised that the CR was still in an Escalated status.
5/15/2002		CMP Meeting - Qwest advised that the CR was still in an Escalated status. CLECs next step would be to go to Dispute Resolution.
6/19/2002		CMP Meeting - Qwest advised that the CR was still in an Escalated status.
7/8/2002		Per the agreement reached with the CLECs in Junes Product and Process CMP meeting, regarding escalated status this CR will carry the appropriate status prior to the escalation

Project Meetings

10/31/01 - CR presented to the participating CLECs at the CMP Redesign Session. Meeting minutes to be incorporated when posted to Wholesale CMP Re-Design WEB page [http://www.qwest.com/wholesale/cmp/redesign.html].

<Back

Qwest received the following escalation via the web-based Escalation Tool:

To: flpowers@eschelon.com
cc:

Subject: Eschelon, Allegiance, and Covad --- CR#PC100101-5 --- I

Escalation
Company: Eschelon, Allegiance, and Covad
CR#: PC100101-5
Status Code: I

Qwest Action Requested:
stop impacted activities

= =
= = = = = =
Description:
See email from Lynne Powers to Judy Shultz dated 12/5/01

History of Item:
See email from Lynne Powers to Judy Shultz dated 12/5/01

Reason for Escalation / Dispute:
See email from Lynne Powers to Judy Shultz dated 12/5/01

Business Need and Impact:
See email from Lynne Powers to Judy Shultz dated 12/5/01

Desired CLEC Resolution:
See email from Lynne Powers to Judy Shultz dated 12/5/01

= =
= = = = = =

Name: Lynne Powers & Allegiance & Covad
Title: Executive VP
Phone Number: 612-436-6642
E-mail Address: flpowers@eschelon.com

Date/Time Submitted: Wed Dec 5 15:37:28 CST 2001

Qwest received the following e-mail (containing information related to an escalation) via an e-mail to Judy Schultz:

From: '"Powers, F. Lynne"' <flpowers@eschelon.com>
To: '"Judith Schultz"' <jmschu4@qwest.com>
cc: '"Ford, Laura"' <fordl@perkinscoie.com>, '"Jim Maher"' <jxmaher@qwest.com>, '"mzulevic@covad.com"' <mzulevic@covad.com>, '"Terry Bahner"' <tbahner@att.com>, '"Liz Balvin"' <Liz.Balvin@wcom.com>, '"Tom Dixon"' <Thomas.F.Dixon@wcom.com>, '"Megan Doberneck"' <mdoberne@covad.com>, '"Evans, Sandy"' <sandra.k.evans@mail.sprint.com>, '"Gindlesberger, Larry"' <lgindles@covad.com>, '"Hines, LeiLani"' <LeiLani.Jean.Hines@wcom.com>, '"Lee, Judy"' <soytofu@pacbell.net>, '"Littler, Bill"' <blittler@integratelecom.com>, '"Lees, Marcia"' <marcia.lees@sbc.com>, '"Menezes, Mitch"' <mmenezes@att.com>, '"Osborne-Miller, Donna"' <dosborne@att.com>, '"Quintana, Becky"' <becky.quintana@dora.state.co.us>, '"Rossi, Matt"' <mrossi@qwest.com>, "Stichter, Kathleen L." <klstichter@eschelon.com>, '"Thiessen, Jim"' <jthiessen@avistacom.net>, '"Travis, Susan"' <susan.a.travis@wcom.com>, '"VanMeter, Sharon"' <svanmeter@att.com>, '"Wicks, Terry"' <terry.wicks@algx.com>, '"Woodcock, Beth"' <woode@perkinscoie.com>, '"Yeung, Shun (Sam)"' <qwestosscm@kpmg.com>, '"Mark Routh"' <mrouth@qwest.com>, "Clauson, Karen L." <klclauson@eschelon.com>

Subject: Escalation regarding Qwest's additional testing CR, #PC100101-5

Eschelon, Covad, and Allegiance initiate an escalation with respect to Qwest's additional testing CR, #PC100101-5. The completed escalation form is enclosed in Word format. (The web-based format didn't work well for this joint escalation.)

Because this issue has been discussed in re-design, we are copying the re-design participants as well, for their information.

Lynne Powers
Executive Vice President
Eschelon Telecom, Inc.
612-436-6642
flpowers@eschelon.com

Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc
469-259-4438
terry.wicks@algx.com

Michael Zulevic
Director-Technical/Regulatory Support
Covad Network Planning and Capacity Mgmt.
520-575-2776
mzulevic@Covad.COM

The information below was contained in the attachment sent to Judy Schultz in regard to an escalation:

CMP Escalations and Dispute Submittal Form
Items marked by a red asterisk (*) are required.

*** CLEC Company Name:**

This escalation is submitted jointly by:

Eschelon Telecom, Inc.
Covad Communications
Allegiance Telecom Inc.

Referred to jointly as "CLECs."

*** Action Type:**
- select an action type –

Escalation

Entering a change request number is optional, but you are required to select a status (select "no change request number" if you choose not to enter a number).
Change Request Number:

CR #PC100101-5

Change Request Status:
- select one - no change request number Submitted Clarification/Evaluation Presented Implementation CLEC Test Completed

CLECs believe that the appropriate status is "Denied" by CLECs. Qwest has listed the status as "Development."

NOTE: (Status choices on web need to be revised to include "denied" and "development.")

*** Description:**

Qwest provided this description of the CR: "Currently, CLECs' are responsible for testing UNE's prior to submitting a trouble report to Qwest. CLECs' are to provide test diagnostics including specific evidence that the trouble is in the Qwest Network along with the associated Qwest circuit identification number. If the CLEC elects not to perform the necessary UNE testing, Qwest will offer to do such testing on CLECs' behalf. If such testing is requested by the CLEC, Qwest will perform the additional testing and bill the CLEC the appropriate charges that are in their Interconnection agreement.

If the CLEC does not provide test diagnostics and elects not to have Qwest perform additional testing on their behalf, Qwest will not accept a trouble report. Additional Charges may apply when the testing determines the trouble is beyond the Loop Demarcation Point This additional testing option is available on the Unbundled Loop Product Suite, Unbundled Dedicated Transport (UDIT), Enhanced Extended Loop (EEL) and Loop Mux."

*** History of Item:**

Qwest provides the following status history in its Interactive Report (*see* http://www.qwest.com/wholesale/downloads/2001/011203/CLEC_CMP_ProductProcess_Interactive_Report.PDF):

"10/01/01 - CR received by Deb Smith of Qwest
10/01/01 - CR status changed to Submitted
10/01/01 - Updated CR sent to Deb Smith
10/17/01 - CMP Meeting: Qwest presented "Description of Change" and agreed to provide detailed package for CLEC review.
Walk through meeting to be scheduled by Qwest in the late October/early November 2001 time frame.
10/31/01 - CR presented to the participating CLECs at the Redesign Session. CLECs to provide comments.
11/08/01 - Qwest Notification (Document No. PROD.11.08.R.00197.Mtce&Repair Language; Subject: Update to Product
Information on Maintenance and Repair Language within EEL, UDIT, LMC and Unbundled Loop General) transmitted to CLEC"

Eschelon provided Qwest with the following summary on 12/3/01:

" . . . . We have objected to this CR on several occasions. Other CLECs have objected as well. Terry Wicks of Allegiance has said that, at a minimum, there are too many unanswered questions at this time to implement it. There is no acceptance or consensus from CLECs. (Eschelon does not believe that rates can be established through a CR.) Yet, Qwest has said that it would implement the CR on December 1st. While we can continue to deal with the process issues raised by this approach in Re-Design, today is December 3rd, so we need to know ASAP that this particular CR has not been implemented (or, if implemented, in which states). Qwest does not have the authority to implement the rates in this CR in all states and circumstances described or to refuse trouble tickets, at least as to Eschelon (and others that have opted in to the same AT&T/WCOM contracts). Because it appears that Qwest plans to show the charges on the bill as "miscellaneous" charges, the charges will be difficult, if not impossible, to identify. We need to ensure that no unauthorized charges are placed on our bill. **Please let us know what activities were taken pursuant to this CR and what steps have been taken to ensure that unauthorized charges will not appear on our bill.**

As we discussed, Qwest did not provide citations to any interconnection agreements in its CR. Terry Wicks said at last week's re-design meeting that, when

Qwest presented its CR at the CMP meeting, he asked whether Qwest had reviewed all contracts to be sure that all interconnection agreements required the process and rates in the CR. Terry said that Qwest said it had done so. Eschelon asked Qwest to provide the citations to all of its contracts upon which Qwest relied for its CR. At a later meeting, Qwest agreed to do so. Qwest was later able to provide citations to interconnection agreements for only 3 of the 6 states in which Eschelon has switches (*see* email, copied at end of this email, from Dennis Pappas of Qwest). The rates cited are from the collocation sections of the rate attachments, and it is at least unclear that these rates were intended to apply to this situation. Moreover, the cited interconnection agreement language refers to a trouble isolation charge. It appears that Qwest plans to charge a testing charge, in addition to a trouble isolation charge, in some circumstances. For a fourth contract (Colorado), Qwest provided a citation to language but said "the rates were not noted in your ICA." (*See* email copied below.) Qwest provided no language or rates for MN or OR. Although the CR specifically states that Qwest will "bill the CLEC the appropriate charges that are in their Interconnection agreement," Qwest said on telephone and conference calls that it plans to charge CLECs retail or SGAT rates when a rate is not in the interconnection agreement. (Qwest's rates and basis for charging rates should be formally documented and not gathered from telephone conversations.) Qwest has provided no basis for charging Eschelon retail or SGAT rates, nor does Eschelon agree that those rates apply to Eschelon (which has not opted in to an SGAT). Moreover, Eschelon also provides testing in similar circumstances, and Qwest has not indicated that it intends to pay Eschelon for that testing. If Qwest can charge this rate, Eschelon should also be able to charge Qwest, particularly when Eschelon has to dispatch a technician to prove to Qwest that the trouble is in Qwest's network. Nonetheless, Dennis Pappas of Qwest has said that Qwest will not pay CLECs for providing the same services. Eschelon disagrees.

As Eschelon has previously indicated to Qwest, for the three interconnection agreements for which Qwest provided citation to language and rates (AZ, UT, WA), Eschelon does not agree that the language necessarily applies in the way that Qwest plans to implement it. For example, none of the contract language states that Qwest may refuse to accept a trouble ticket without test results, but Qwest's CR says that it will do so (and, in fact, Qwest has already started doing so, according to participants at the re-design meeting). The number of questions that CLECs have raised in meetings and conference calls is a reasonable indication that the documentation provided by Qwest to date is inadequate. Also, if Qwest is applying the testing process and charges consistently with interconnection agreements (and only when authorized by interconnection agreements, it is unclear why a CR was necessary. What is the "change" that Qwest is requesting?

At last week's re-design meeting, Michael Zulevic of Covad said that the CR is also not consistent with the SGAT language on this issue. I am not familiar with that issue, so I suggested to you on a break that you should follow up with him on that. Eschelon has not opted in to the SGAT.

As we have discussed with Qwest, Eschelon already performs testing. While it plans to continue doing so, its greatest objections to this CR are the rates, the manner in which Qwest plans to show the information on the bill (which is not specific enough for verification of charges), and the way this CR/process has been handled. Eschelon does not want it to set a precedent suggesting that this is acceptable going forward.

Many issues remain disputed, unanswered, or unclear. The interconnection agreement language cited by Qwest specifically requires the parties to work "cooperatively." As we discussed at the re-design meeting, the process used for collocation decommissioning has aspects that could be used as a model in the future for cooperatively reaching agreement. In the meantime, however, Eschelon's immediate concern is ensuring that this CR is not implemented inappropriately. Please let me know what Qwest has in place today and, if this CR has not been suspended, whether it will be.

EMAIL FROM DENNIS PAPPAS OF QWEST:

[NOTE: Dennis called Garth Morrisette of Eschelon to indicate that the "critical sentence," referred to below, was that Qwest is relying upon tariffs for the rates not found in the contracts. On separate calls, Qwest has said that, if there is no rate in the interconnection agreement, Qwest will charge the SGAT rate. Eschelon has not opted in to the SGAT.

With respect to the citations to language below (except rates), the cites below are from Attachment 5 to the interconnection agreements."]

-----Original Message-----
From: Dennis Pappas
Sent: Wednesday, November 14, 2001 3:55 PM
To: Morrisette, Garth M.
Subject: Re: Optional Testing Response

Call me at your convience, there is a critical sentence that I left out that I need to clarify. Thanks!

"Morrisette, Garth M." wrote:

Thanks Dennis - I'll review this and call you or our account team if I have questions.

Garth.

-----Original Message-----
From: Dennis Pappas
Sent: Wednesday, November 14, 2001 2:19 PM
To: gmmorrisette
Subject: Optional Testing Response

Good afternoon Garth

Just a recap for you. The language mentioned during our meeting was in AZ, UT and WA. In all three agreements, 3.2.17 spoke to responsibility for trouble resolution and 6.2.20.1.1 speaks to the billing of charges depending on where the trouble was isolated.

In CO, the language is in sections 5.1.17, 5.1.25 and 5.2.20.

The rates associated with these sections in AZ is in schedule 1 - attachment 1 under Common elements. Maintenance 1/2 hour increments - Regular is $22.20 for each 1/2 hour and Overtime is $31.57 for each ½ hour.

Rates in the UT and WA agreement are noted as "Maintenance Labor" and are - Basic $26.97 / Overtime $35.87 in UT and Basic $25.36 / Overtime $33.73 in WA.

Language existed in CO but the rates were not noted in your ICA. In this instance, we referenced the Tariff to get rates for Basic, Overtime and Premium "Additional Labor other" of $28.91, $38.61 and $48.33 respectively.

Call me with any questions or contact your Account Team representative for additional details. Thank You

Dennis Pappas - Product Manager"

Allegiance provided the following information on 12/3/01:

"Allegiance Telecom has strong concerns regarding Qwest's implementation of the Additional Testing CR and insists that Qwest suspend implementation of Additional Testing charges until Qwest demonstrates the needs for such charges and terms, rates, and conditions for Additional Testing are mutually agreed to by both parties. As Terry Wicks has been stating in the CMP meetings, Allegiance is concerned about numerous unanswered questions concerning the Additional Testing CR, including the rates that Qwest is proposing to charge and the manner in which those rates would be included on an invoice. Since Qwest has not adequately responded to Allegiance's and other CLEC's repeated requests for clarification of this process, Allegiance requests that this CR be immediately suspended and that Qwest clarify the terms, rates and conditions it is proposing for such testing.

It is Allegiance's position that rates must be contained in an effective tariff or an interconnection agreement. Thus, until such time as Qwest has clearly articulated the terms, rates and conditions for Additional Testing and our companies have concluded an amendment or Qwest has an effective tariff, Allegiance can not be held liable for any charges for Additional Testing."

Covad provided the following information to Qwest on 12/4/01:

"I could not agree more strongly with Karen on the issue of additional testing. As I stated at last week's meetings, not only does Covad find the proposal made by Dennis Pappas and Bill Campbell unacceptable, but it is also inconsistent with the language negotiated during the SGAT 271 workshops. This is exactly the kind of unilateral action historically taken by Qwest that has led to the need to redesign the Change Management Process. It was my understanding that the proposal was being tabled

and re-thought and that Qwest would seek agreement with CLECs through the Change Management Process prior to implementation. I sincerely hope this is still Qwest's plan."

*** Reason for Escalation / Dispute:**

Qwest has denied the request of CLECs to suspend the CR at least while clarifying the unanswered questions and attempting to gain consensus when possible. Implementation of the CR violates interconnection agreements with CLECs. Many questions remain unanswered. Escalation is urgent, because Qwest has already implemented the CR over CLECs' objections. With so many unanswered questions, CLECs cannot even determine exactly what has been implemented and whether their individual interconnection agreements are being handled differently. Also, because of the manner in which Qwest is handling the billing of the charges per this CR, bill verification is difficult if not impossible.

CLECs believe that Qwest should be the party responsible for initiating an escalation in this case, because Qwest did not clarify the process and was unable to gain CLEC consensus or approval before implementing its CR. Because Qwest has not initiated the escalation, however, CLECs initiate this escalation.

*** Business Need and Impact:**

For all of the reasons stated above and in meetings and conference calls on this issue, the business need/impact associated with this CR is substantial. This is particularly true because of the potential precedent set by this CR for the handling of future CRs and implementation of rates.

*** Desired CLEC Resolution:**

Suspend implementation of Qwest-initiated CR #PC100101-5 (process and rates).

Review any steps that Qwest has taken to make system changes, train people, or otherwise implement this CR universally at Qwest to ensure compliance with particular interconnection agreements (*e.g.*, interconnection agreements with Eschelon, Covad, and Allegiance in each state). This includes re-training, etc., as to the differences among various interconnection agreements, as well as difference from the SGAT. (Eschelon, Covad, and Allegiance each has an interconnection agreement with Qwest, and none of these CLECs has opted into the SGAT.)

Provide documentation showing that Qwest has trained its personnel and taken other steps to ensure compliance with individual interconnection agreements, including differences in those agreements as compared with the SGAT.

Begin a collaborative effort (similar to that used for collocation decommissioning) to develop an improved process and, when possible, gain consensus before implementation. Ensure that part of the process is to provide accurate bills that reflect interconnection agreement rates and provide sufficient information for bill verification. If no consensus can be reached, Qwest should then be responsible for escalation before implementation.

Ensure reciprocity so that CLECs may recover their costs in the same circumstances in which Qwest is allowed to recover its costs for such testing.

CLEC Contact Information

Allegiance:
Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc
469-259-4438
terry.wicks@algx.com

Covad:
Michael Zulevic
Director-Technical/Regulatory Support
Covad Network Planning and Capacity Mgmt.
520-575-2776
mzulevic@Covad.COM

Eschelon:
Lynne Powers
Executive Vice President
Eschelon Telecom, Inc.
612-436-6642
flpowers@eschelon.com

Qwest Communications, Inc.
December 13, 2001

In this response, Qwest addresses the Escalations submitted jointly by Eschelon Telcom, Inc., Covad Communications, and Allegiance Telecom Inc. on December 6. 2001 regarding CR#PC100101-5 on Clarification of Additional Testing Process.[1]

BACKGROUND

Qwest's clarification of the testing and test diagnostic requirements for the trouble ticket initiation process, including the option to have Qwest perform these test services, is driven by three primary business reasons: improved repair performance, which benefits both the CLECs and Qwest operationally; increased end user customer satisfaction; and consistent and streamlined communication between CLECs and Qwest.

Testing prior to initiating the trouble report will reduce the number of unnecessary trouble reports CLECs submit to Qwest. This will allow Qwest to allocate its resources into other maintenance and repair areas. The requirement that CLECs perform test isolation allows them to identify and repair cases of trouble that are not in the Qwest network. These trouble isolation steps are the most efficient manner of dealing with service issues.

Testing will also result in reduced repair time and lead to improved customer satisfaction. Circuit repair involves two steps: initial testing to isolate the trouble to a particular network and trouble repair. Accurate information provided by CLECs at the time a trouble report is submitted will focus Qwest's efforts on the network segment that needs to be repaired.

In addition, Qwest is entitled as a matter of law to reasonable cost recovery and when the CLEC authorizes Qwest to perform the testing, Qwest should be reasonably compensated for the costs it incurs to perform that function.

Several meetings were held with CLECs before deployment of the stated process ensued. At the October 17, 2001 CMP Meeting, this process was introduced. Qwest took questions from the audience and scheduled a follow-up meeting to address issues. On October 31, 2001 Qwest presented the Clarification of Additional Testing Process to the CLECs at a CMP meeting and answered questions related to the presentation. The presentation and subsequent questions and answers were issued and posted on the CMP web site following that session. In response to a request from Eschelon, Qwest and Eschelon personnel met on November 12, 2001 to review the information shared at the October 31, 2001 CMP Redesign meeting and to answer additional questions. Finally, on November 26, 2001 Qwest met again with the CLECs to finalize all Questions and Answers. Qwest stayed at this last meeting until there were no unanswered questions. The questions and final responses were posted to the web site as supporting documentation. Those Questions and Answers can be found in the attached Q&A document or at the CMP web site.

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[1] Although this response does not specifically address KMC's Escalation because it was received later, Qwest believes that it is equally applicable and serves as a response to that Escalation as well.

At each meeting, the deployment schedule was fully discussed. CLECs were allowed 15 days to try the process out without billing and full billing began on December 1, 2001. Although there was discussion about effective dates, at no time prior to implementation was it implied or suggested that the implementation date would be postponed or cancelled due to objection.

In its escalation, Eschelon and the other CLECs takes issue with the way this CR has been handled, the rates Qwest proposes to charge, and the way the charge appears on the bill. Each of these issues is addressed below.

Qwest's handling of this CR.

Qwest submitted CR #PC100101-5, Clarification of Additional Testing Process, in accordance with its good faith interpretation of the Interim Qwest Product/Process Change Management Process that was agreed to by the Change Management Redesign Core Team.[2] In addition, the CLECs requested that Qwest formally notify them through the change management processes when Qwest was tightening adherence to existing requirements. Because CLECs were not consistently complying with the requirement to provide test results prior to opening a trouble ticket, Qwest submitted a CR to put CLECs on notice that it would be enforcing that requirement for the reasons noted above. Qwest also outlined an elective testing option available upon CLEC authorization to complement the ticket initiation process for which charges will apply.

As stated above, Qwest implemented this change only after several weeks' notice and several meetings with the CLECS. In each meeting, Qwest offered to negotiate an amendment to a CLEC's interconnection agreement if it disagreed with the rates Qwest has proposed for Optional Testing.

As this CR is a clarification of an existing process, Qwest did provide to CLECs who asked specific cites from the CLEC contracts for the language requested. Additionally, Qwest specifically provided such cites to Eschelon.

It is standard in the industry for each party to test their own facilities and for the CLECs to provide these test results to the ILECs when reporting trouble. CLECs in Qwest's region, including these CLECs, have stated that they are generally in compliance with the standard industry practice. However, it has been Qwest's experience that many CLEC trouble tickets result in No Trouble Found or trouble isolated beyond the demarcation point to the CLEC network. If the testing and trouble isolation steps are not performed by the CLEC, Qwest will not have enough information to issue a trouble report for the CLEC end user. At

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[2] While there has subsequently been disagreement regarding the applicability of the interim process, at the time Qwest issued the CR, it believed in good faith that it applied to process changes that affect a CLEC's operating procedures.

this point, the CLEC can choose to either conduct these tests for their end user or request Qwest to conduct the tests on the CLEC's behalf.

The Rates.

Qwest will not conduct nor bill a CLEC for Optional Testing unless agreed to by the contact personnel at the CLEC business at the time the request is made. If the CLEC does not provide test diagnostics to Qwest, the Qwest representative asks if the CLEC desires for Qwest to perform the Optional Testing on its behalf and validates with the CLEC representative that a testing charge will apply. Thus, every time a CLEC authorizes Qwest to perform Optional Testing, it has also authorized Qwest to charge the CLEC. The CLEC will receive the benefit of this Optional Testing in that the test results will be provided to the CLEC either verbally or electronically.

Qwest is entitled to recover its costs. To this point, Qwest has, until now, borne the entire cost of testing and trouble isolation where the CLECs have not met their requirements to test. These efforts include dispatch into the central office to separate CLEC network troubles from Qwest network troubles or dispatched to the field to separate Qwest network troubles from end-user customer equipment troubles.

As the option for the CLEC to request Qwest to test on a CLEC's behalf is a new offering, if a CLEC should so choose, the CLEC will be billed for the labor expended to conduct the test. Once the test is complete, the test results will be related back to the CLEC. The CLEC can then choose to amend these test results to its initial request and submit a trouble ticket to Qwest or can then choose to resolve the trouble without Qwest's assistance. If Qwest receives a complete trouble ticket and begins trouble resolution, and subsequently determines that the trouble is in the CLEC portion of the network, then the CLEC will be billed the Additional Labor charge for the labor expended on trouble that is not in the Qwest network. This charge is in addition to the Optional Testing charge defined above. Additionally, if the CLEC asks the Qwest technician to perform work to repair trouble in the CLEC network, that CLEC will be billed the Maintenance of Service charge. Again, this charge is in addition to both of the charges identified above. The CLEC only pays for any work that Qwest performs on its behalf.

The Maintenance of Service charge and the Optional Testing charge are separate issues. Maintenance of Service is billed when CLEC authorizes work to be conducted on the CLEC side of the Network. Again, this work is not performed nor billed if not authorized by the CLEC. Additional Labor is requested by the customer and agreed to by the Company. This element is incurred to accommodate a specific customer request that involves only labor, including testing and maintenance. Therefore, this charge applies to a request to test to achieve Trouble Isolation as well as to trouble resolution on a circuit reported to Qwest subsequent to Trouble Isolation. Qwest implemented billing for the Trouble Resolution in June. Qwest believes that some of the concerns that Eschelon has raised about charges that have appeared on the Eschelon bill relate to this implementation, since the bill identified by Eschelon does not include Optional Testing charges. If a CLEC disputes any of the

aforementioned charges, they should continue to do so under the applicable provisions of their interconnection agreements.

Since all of these charges cover different forms of work, there is no double recovery.

Qwest does not bill Retail rates for these services. Qwest will bill only:

1. From the CLEC Contract if a rate is available
2. From the SGAT if a rate is not available. The SGATs contain generally available rates filed by Qwest.[3] This ensures non-discriminatory treatment of all CLECs.

Billing Issues.

Concerns have been raised about Qwest's plan to show the charges on the bill as "miscellaneous" charges. Qwest agreed not to begin billing the Optional Testing charge until December 2001. Thus, the charges to which Eschelon refers are not Optional Testing charges. Once Qwest Systems are modified, a unique line item will be available on each bill for the CLEC. This modification is in direct response to the Eschelon concern for line item identification. In the interim the billing for optional testing will appear under additional labor basic. This new line item is planned to read "Additional Labor – Basic Optional Testing". A sample of how Qwest intends to present this information on the bill is set forth below.

[3] The SGAT rates are interim in nature until finally approved and may be subject to true-up upon approval, if a commission determines that is necessary.

```
ESCHELON FORMERLY      BILL DATE: XX/XX/XX PAGE:   1
          ATI          ACCOUNT NO:    X-###-####-###X
    ACCOUNT DETAIL

    MONTHLY SERVICE CHARGES                    ##.##
    ACCOUNT ACTIVITY                          ###.##
    TAXES                                        .##
      QWEST RESALE/INTERCONNECT     TOTAL ###.##
    ____________________________________________________________

    MONTHLY SERVICE - NOV 25 THRU DEC 24                  ##.##
   QWEST RESALE/INTERCONNECT SUBTOTAL MONTHLY SERVICE CHARGES   $##.##

   SERVICE ADDITIONS AND CHANGES


       SERVICE ORDER NO R########
 1      ADDITIONAL LABOR OTHER-BASIC – OPTIONAL TESTING ON 10-16-01      ##.##
          PON ########
          1 BASIC TIME, PER TECHNICIAN,   ALGXX
          EA 1/2 HR OR FRACTION THEREOF

       A WHOLESALE DISCOUNT HAS BEEN APPLIED.

     QWEST RESALE/INTERCONNECT SUBTOTAL OF ACCOUNT ACTIVITY        $###.##

    TAX SUMMARY

      STATE TAX                                .##
           QWEST RESALE/INTERCONNECT SUBTOTAL OF TAXES                $.##

            QWEST RESALE/INTERCONNECT CURRENT CHARGES               $###.##
```

Proposed Method for Resolution

As set forth above, Qwest believes that it has appropriately clarified the testing and test diagnostic requirements for the trouble ticket initiation process and the Optional Testing charge. However, in the spirit of collaboration, Qwest proposes that the CLECs work together with Qwest to resolve the CLECs' concerns regarding the appropriate rate for the Optional Testing. Qwest's proposal is as follows.

The parties will meet to discuss and, if possible, reach agreement on the following issues:

1. What are the appropriate rates for Optional Testing?

2. When will Optional Testing rates apply?

3. How do the parties appropriately implement the rate (i.e., use individual contract rates, the SGAT rate, amend agreements to reflect the rate)?

4. How are the charges for Optional Testing presented on the CLEC bills?

If the CLECs agree to this proposal, Qwest will suspend billing the Optional Testing charge until January 31, 2002 in order to allow the parties to discuss and reach agreement on these issues. The suspension of billing the Optional Testing will begin at a mutually agreed time and end on January 31, 2002. During that period, Qwest will continue to follow the Optional Testing process as it has been clarified, but will not bill the Optional Testing charge to the CLECs when the CLECs authorize Qwest to perform the Optional Testing. Billing will resume following the suspension. Issues not addressed or closed prior to January 31, 2002 will be considered through CMP.

Qwest requests that the CLECs advise Qwest by December 21, 2001 whether they agree to this collaborative approach.

-------- Original Message --------
Subject: Allegiance, Covad, and Eschelon Reply re. Additional Testing
Date: Fri, 21 Dec 2001 12:25:13 -0600
From: "Powers, F. Lynne" <flpowers@eschelon.com>
To: "'William Campbell'" <wmcampb@qwest.com>,"'Judith Schultz'"<jmschu4@qwest.com>
CC: "'Ford, Laura'" <fordl@perkinscoie.com>,"'Jim Maher'"<jxmaher@qwest.com>, "'Terry Bahner'" <tbahner@att.com>,"'Liz Balvin'"<Liz.Balvin@wcom.com>,"'Tom Dixon'" <Thomas.F.Dixon@wcom.com>,"'Megan Doberneck'" <mdoberne@Covad.COM>,"'Evans, Sandy'"<sandra.k.evans@mail.sprint.com>,"'Gindlesberger, Larry'"<lgindles@Covad.COM>,"'Hines, LeiLani'" <LeiLani.Jean.Hines@wcom.com>,"'Lee, Judy'" <soytofu@pacbell.net>,"'Littler, Bill'"<blittler@integratelecom.com>,"'Menezes, Mitch'" <mmenezes@att.com>,"'Osborne-Miller, Donna'" <dosborne@att.com>,"'Quintana, Becky'"<becky.quintana@dora.state.co.us>,"'Rossi, Matt'" <mrossi@qwest.com>,"Stichter, Kathleen L." <klstichter@eschelon.com>,"'Travis, Susan'"<susan.a.travis@wcom.com>,"'VanMeter, Sharon'" <svanmeter@att.com>,"'Wicks, Terry'" <terry.wicks@algx.com>,"'Woodcock, Beth'"<woode@perkinscoie.com>,"'Yeung, Shun (Sam)'" <qwestosscm@kpmg.com>,"'Mark Routh'" <mrouth@qwest.com>, "'Michael Zulevic'" <mzulevic@Covad.COM>,"Clauson, Karen L." <klclauson@eschelon.com>,"Stichter, Kathleen L."<klstichter@eschelon.com>,"Powers, F. Lynne" <flpowers@eschelon.com>

Attached is the Reply of Allegiance, Covad, and Eschelon to Qwest's Response to the Additional Testing Escalation.

Eschelon's Reply (December 21, 2001):

<<escalatereplyDec21.doc>>

Attachment to Eschelon's Reply (MN Testimony):

<<Haar Ltr re Morrisette Testimony 12-19-01.doc>> <<Morrisette Sup Testimony 12_19_01 00-849.doc>>

```
                                    Content-Type: application/msword;
                                                  name="escalatereplyDec21.doc"
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                                                  filename="escalatereplyDec21.doc"

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                                                                        12-19-01.doc"
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                                                  Content-Disposition: inline;
```

filename="Morrisette
Sup Testimony
12_19_01 00-849.doc"

-------- Original Message --------
Subject: RE: Allegiance, Covad, and Eschelon Reply re. Additional Testing
Date: Fri, 21 Dec 2001 12:35:14 -0600
From: "Clauson, Karen L." <klclauson@eschelon.com>
To: "Powers, F. Lynne" <flpowers@eschelon.com>,"'William Campbell'"<wmcampb@qwest.com>,"'Judith Schultz'" <jmschu4@qwest.com>
CC: "'Ford, Laura'" <fordl@perkinscoie.com>,"'Jim Maher'"<jxmaher@qwest.com>, "'Terry Bahner'" <tbahner@att.com>,"'Liz Balvin'"<Liz.Balvin@wcom.com>,"'Tom Dixon'" <Thomas.F.Dixon@wcom.com>,"'Megan Doberneck'" <mdoberne@Covad.COM>,"'Evans, Sandy'"<sandra.k.evans@mail.sprint.com>,"'Gindlesberger, Larry'"<lgindles@Covad.COM>,"'Hines, LeiLani'" <LeiLani.Jean.Hines@wcom.com>,"'Lee, Judy'" <soytofu@pacbell.net>,"'Littler, Bill'"<blittler@integratelecom.com>,"'Menezes, Mitch'" <mmenezes@att.com>,"'Osborne-Miller, Donna'" <dosborne@att.com>,"'Quintana, Becky'"<becky.quintana@dora.state.co.us>,"'Rossi, Matt'" <mrossi@qwest.com>,"Stichter, Kathleen L." <klstichter@eschelon.com>,"'Travis, Susan'"<susan.a.travis@wcom.com>,"'VanMeter, Sharon'" <svanmeter@att.com>,"'Wicks, Terry'" <terry.wicks@algx.com>,"'Woodcock, Beth'"<woode@perkinscoie.com>,"'Yeung, Shun (Sam)'" <qwestosscm@kpmg.com>,"'Mark Routh'" <mrouth@qwest.com>, "'Michael Zulevic'" <mzulevic@Covad.COM>,"Stichter, Kathleen L." <klstichter@eschelon.com>

Just a note to indicate that, where it says Eschelon's Reply below, it should say Reply of Allegiance, Covad, and Eschelon. Thanks.

REPLY OF ALLEGIANCE, COVAD, AND ESCHELON TO QWEST'S RESPONSE TO THEIR ESCALATION OF CR # PC100101-5 REGARDING ADDITIONAL TESTING AND RELATED ISSUES

December 21, 2001

Qwest's Response to the joint escalation by Allegiance, Covad, and Eschelon of Qwest-initiated Change Request ("CR") #PC100101-5 is unsatisfactory. Qwest has cited no authority for its processes or rates, and it is evident from Qwest's Response that it has none. Qwest's proposal for resolution does not address the bulk of the issues raised by Allegiance, Covad, and Eschelon, and the proposal erroneously suggests that Qwest may nonetheless impose rates without a contract in place after January 31, 2002. Allegiance, Covad, and Eschelon once again place Qwest on notice that their individual interconnection agreements ("ICAs") control and that Qwest's conduct is in breach of those agreements. Qwest's CR and this escalation do not change that.

Allegiance, Covad, and Eschelon have made a reasonable request to Qwest to consider a collaborative effort, modeled after successful aspects of the one ultimately used to address collocation decommissioning, to address all of the issues raised in this escalation. Allegiance, Covad, and Eschelon continue to support and request use of such a process and suspension of the current one (including rates) in the interim. As we have said throughout this process, we are not opposed in principle to the type of testing at issue and encourage use of reasonable practices along these lines. We already conduct testing before submitting trouble tickets. The process and rates that Qwest has imposed, and the manner in which Qwest has approached this issue, however, are unacceptable. Our proposal for resolution, unlike the Qwest proposal, is not limited to rates or to one month. CLEC CRs are rarely, if ever, processed in a month or even a few months. We are willing, however, to dedicate resources to expedite a collaborative process.

A Legitimate Process for Imposing Terms and Rates, That Recognizes Individual ICA Differences (including ICAs not Based on the SGAT), is Needed.

Qwest seems to agree that the ICAs control over Change Management Process ("CMP") activities. In Colorado, Qwest said:

> First of all, it has been addressed in these workshops by inserting language into the SGAT that indicated that the contract language controls over anything that could come out of the Change Management Process -- a contract is a contract, and I believe that's the same for any other ICA, as well.[1]

If that were the case, a reasonable expectation would be that Qwest's Response would have simply included citations to each ICA indicating the basis for each term and rate to which we objected. Not only does Qwest's response fail to cite a single contract

[1] Transcript of CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), p. 292, lines 8-13 (Andrew Crain of Qwest).

provision, but also Qwest states that the ICAs do not address all of the issues. For example, Qwest said in its Response that rates are not available in at least some situations, and that Qwest bills from the Statement of Generally Available Terms ("SGAT") in those situations. (Qwest Resp. p. 4.) No SGAT provision has been opted into by Allegiance, Covad, or Eschelon, however. Qwest has no legal or good faith basis for imposing SGAT rates on Competitive Local Exchange Carriers ("CLECs") that are not subject to the SGAT.[2]

Qwest defends its unilateral imposition of rates by stating that it started imposing rates and terms "only after several weeks' notice and several meetings with CLECs." (Qwest Resp. p. 2.) Qwest can not cite to a statute or contract authorizing imposition of new rates and terms based on notice of several weeks and several meetings, because one does not exist. The federal Act requires Qwest to negotiate with CLECs and, if agreement is not reached, to arbitrate the issue. In addition, state commissions have rules governing establishment of rates, and ICAs contain provisions regarding rates, terms, and dispute resolution. Despite all of these requirements, Qwest extended none of these processes to the terms and rates that it imposed here. Qwest used the CMP merely as a notice tool, rather than as a means to build consensus and reach agreement. As a basis for doing so, Qwest asserts in its Response that it is entitled to recover its costs. This is an argument properly made in negotiations or dispute resolution proceedings, or to an arbitrator or state commission, ***before*** imposition of a term or rate. In such situations, CLECs would be allowed to respond that Qwest is permitted cost recovery only when the applicable ICAs permit such recovery and charges are cost-based and approved by a state commission. Then, if the parties do not agree, an arbitrator or commission, with all the facts and evidence relating to the charges before it, would decide the issue. Qwest didn't follow any such process. Instead, Qwest has unilaterally implemented its claimed entitlement to cost recovery — at the expense of the entitlement of CLECs to the process due to them under the laws and ICAs.

Qwest's CR and its Response have demonstrated that Qwest applies a "one-size-fits-all" approach, despite differences in individual ICAs. For the actions subject to this particular escalation, Qwest needs to suspend its conduct and follow proper procedures before implementing new terms and rates. Overall, Qwest needs to establish a process to account for individual ICAs when using the CMP and before implementing processes.[3]

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[2] In footnote 3 on page 4 of its Response, Qwest states: "The SGAT rates are interim in nature until finally approved and may be subject to true-up upon approval, if a commission determines that is necessary." Qwest cites no authority for this statement, and it is certainly not the case everywhere. For example, in Minnesota, the SGAT rates have not been adopted on an interim or any other basis. If Qwest is referring to a term of the SGAT that provides that the rates are interim and subject to true-up, the argument is circular. Just as the rate doesn't apply because we haven't opted in to any SGAT, the true-up provision in an SGAT doesn't apply either. The rates Qwest is seeking to charge have not been approved by the state commissions for application to Allegiance, Covad, and Eschelon, none of which have opted in to an SGAT.
[3] In the CMP Re-Design meetings, CLECs have questioned whether Qwest may use CRs to establish rates at all.

Qwest is Recovering Costs, Without These Additional Charges.

For the reasons discussed above, this is not the appropriate forum in which to argue cost recovery. Because Qwest has interjected that issue here, however, we will briefly point out that Qwest is currently recovering its costs, and perhaps double or triple recovering them in some instances.

Cost Recovery Through Reciprocity.

Much like cost recovery under a bill-and-keep compensation mechanism, Qwest has been compensated through charges that it has not had to pay CLECs to date. For example, when Qwest reports to a CLEC that there is No Trouble Found ("NTF"), the CLEC often dispatches its own technician to test and isolates the trouble to the Qwest network. Once Qwest admits that the trouble was, in fact, in Qwest's network, Qwest must repair it, because the trouble is in Qwest's network. Under both the ICAs and the SGATs, Qwest should not be able to charge CLEC in this situation, because the trouble was in Qwest's network.[4] But, although the trouble was in Qwest's network all along, the CLEC incurred the costs associated with the dispatch and trouble isolation/testing. Allegiance, Covad, and Eschelon do not currently recover these costs from Qwest. This is the reciprocity issue raised in the CR calls and in the Escalation. If Qwest is allowed to impose charges in these situations, CLECs will begin to charge Qwest as well. This would increase costs for all in recording and billing these charges among the parties. As long as CLECs are not charging Qwest in these situations, Qwest is recovering costs through these savings to Qwest. If Qwest is dissatisfied with the current arrangement, Qwest needs to commence negotiations, dispute resolution, or arbitrations. It cannot shift this burden to CLECs by simply ignoring the law governing proper procedures and begin unilaterally imposing processes and rates.

Cost Recovery Through Recurring Rate/Maintenance Expense.

Qwest is also recovering costs through the recurring wholesale rates. Qwest is paid a recurring rate to deliver a working product that meets the specifications for that product. CLECs do not pay the full rate to buy a sub-standard or non-working product. If the product is not working properly or does not meet specifications, Qwest is over-recovering costs when receiving the full recurring rate. If Qwest had brought this issue to an appropriate forum for discussion of rates, cost studies would be available to show the components of the recurring rate. Not only do the recurring rates assume a working product, but also the loop cost includes an expense factor that is applied to the loop for

[4] *See, e.g.*, AZ Eschelon-Qwest ICA, Att. 5, ¶ 3.2.17.7 (providing that a charge "may" apply if Qwest dispatches to perform tests on an unbundled loop "***and the fault is not in Qwest's facilities***") (emphasis added); AZ SGAT 9.4.5.3.4 ("If this additional testing uncovers electrical fault trouble . . . in the portion of the network for which Qwest is responsible, CLEC will not be charged by Qwest for the testing."). Although Qwest suggests in its Response that charges only apply when the trouble is not in Qwest's network, the discussions about the CR have suggested otherwise. Moreover, in the escalation, Eschelon provided a specific example (with ticket number) of a situation in which the trouble was in Qwest's network and yet Qwest charged Eschelon (at the SGAT rate) $84.60 for "Maintenance Dispatch – No Trouble Found." Qwest did not respond to this example.

maintenance. Because this cost recovery mechanism is already in the wholesale price, any additional charge for the same activity is a double recovery. By not providing any cost support for Qwest's charges and taking the discussion out of any context in which such data would be available, Qwest has prevented analysis of whether any of the costs it is claiming in these charges are already being recovered elsewhere.

Double or Triple Cost Recovery.

In addition to double recovering costs already accounted for in the recurring rates, Qwest will double or triple recover rates if it charges for any of the same activities through what has now developed into at least three charges: (1) testing; (2) trouble isolation charge ("TIC"); and (3) maintenance and repair. As indicated in the Escalation of this issue, it was unclear when and how these charges would apply and whether there is more than one charge. Eschelon identified charges that have already appeared on Eschelon's bill (at SGAT rates) that Eschelon believed, based on Qwest's discussion of this CR to date, were associated with the additional testing issue. In its Response, Qwest said that those charges were not for testing but were for other charges that Qwest instituted in June. There was no ICA activity of any kind in June that would have resulted in new charges being applied to Eschelon's bill. Qwest unilaterally began charging Eschelon SGAT rates, even though Eschelon has not opted in to any SGAT. Eschelon has been left to attempt to identify and verify these charges to dispute them.

Because Qwest has provided no data whatsoever to support the new charges, CLECs are not in a position to determine whether any of the components of each charge overlap and constitute double or triple recovery. Qwest created this problem by attempting to impose rates without following the proper procedures, as discussed above. Applying the proper procedures would help resolve the mysteries created by Qwest's Response and explanations of this CR. When Qwest submitted its Additional Testing CR, Eschelon asked Qwest to provide a basis in its ICAs for the Additional Testing rates. Qwest could not provide citations to provisions of all of Eschelon's ICAs. For those for which Qwest claimed language did support the rates, Qwest pointed to a provision of Eschelon's ICA in AZ that allows a charge for ***trouble isolation*** when the fault is not in Qwest's network as the basis for the ***testing*** charge. (*See* AZ ICA, Att. 5, 3.2.17.7, cited in Qwest email by Dennis Pappas, copied in Escalation.) Therefore, in the Escalation, Eschelon challenged some of those charges. In its Response, Qwest said that Eschelon was mistaken, and those charges are something different. They relate to "Trouble Resolution" billing that Qwest implemented in June. (Qwest Resp. p. 3.) Qwest said that the Additional Testing charge is different from the "Maintenance of Service" charge. The latter charge "involves only labor, ***including testing*** and maintenance." (Qwest Resp. p. 3, emphasis added). This explanation certainly raises the possibility that the testing charge and the labor charge will both have some of the same components, resulting in double recovery. Similarly, Qwest refers to a "***test*** to achieve Trouble Isolation." (Qwest Resp. p. 3, emphasis added). Now, there is some fancy footwork. How is trouble typically isolated, if not through testing? Yet, Qwest has at least two separate charges that it plans to apply: (1) testing; and (2) trouble isolation. Attempting to find the components of each charge begins to feel like a shell game. At a minimum,

the confusion allows for mistakes in application that result in double or triple recovery. Rates and processes should not be imposed in this manner.

If a Compliance Problem Exists, Qwest Needs to Address the Compliance Issue with the Non-Complying CLECs.

Qwest claims that it submitted its Additional Testing CR "because CLECs were not consistently complying with the requirement to provide test results prior to opening a trouble ticket." (Qwest Resp. p. 2.) Aside from whether there is such a requirement in every ICA of Allegiance, Covad, and Eschelon,[5] Qwest's statement raises two additional issues: (1) Qwest has not shown that there is a compliance problem; and (2) Qwest has not explained why Qwest did not deal directly with the non-complying CLECs.

Qwest has Provided No Evidence of a Compliance Problem.

When CLECs submit CRs to CMP, Qwest consistently requires CLECs to provide data and extensive examples to prove that a problem exists before Qwest will provide a solution. Qwest does not simply take the CLEC, a customer, at its word. Yet, in submitting and clarifying its CR, Qwest has provided no data to support its assertion of a compliance problem. CLECs are supposed to take Qwest at its word. In its Response, Qwest does not even attempt to quantify the magnitude of the alleged problem. Qwest's approach in addressing this problem with a CR applicable to all CLECs is akin to using a sledgehammer to kill a fly.

Although the data did not come to us through CMP, we are aware of related claims that Qwest has made in the wholesale service quality docket in Minnesota (docket number P-421/AM-00-849). In that proceeding, Qwest submitted an exhibit (number 38) that purports to show the percentage of CLEC trouble tickets that Qwest coded with a trouble resolution code of "No Trouble Found." Presumably, the claim is related to Qwest's position in this Escalation that there is a compliance problem. Attached is a copy of Eschelon's testimony that refutes the accuracy of Qwest's information. As indicated in the attached testimony, a sampling of the Qwest data showed that 54% of Qwest's results (where Qwest claims NTF) did not match the resolution code Eschelon used in closing the ticket. Specifically, Eschelon's records show that 28.8% of those tickets were closed with trouble found; 10.9% were closed with a resolution code of "came clear with testing (CCWT)," which means that Qwest saw trouble on the line initially, but the trouble cleared while testing; 6.5% were closed without a call back from Qwest with a trouble resolution code to Eschelon; and 8.7% of the reports do not match trouble tickets in Eschelon's records. The remaining 45.7% of those tickets were closed

[5] Qwest claims that it submitted its Additional Testing CR to "notify" CLECs that it was "tightening adherence to existing requirements." (Qwest Resp. p. 2.) As indicated, Qwest has not shown that there were such existing requirements in each ICA of Allegiance, Covad, and Eschelon. When Eschelon asked for Qwest's authority for its position that the CR merely "clarified" existing requirements, Qwest could produce no ICA requirement in three states and no rates in several states. The language Qwest did provide does not support all of Qwest's conduct and rates, and the parties disagree about its application. Whether there is a requirement to provide test results prior to opening a trouble ticket (for these CLECs, which have not opted into an SGAT) is discussed below.

by Qwest with trouble resolution code of "test OK, no trouble found (TOK/NTF)." Of the remaining 45.7% of the tickets, there is also reason to doubt the accuracy of their trouble resolution code. As discussed in the attached testimony, the reason relates to errors in orders written by Qwest order writers that result in closure of the trouble ticket and issuance of a new service order. Because Qwest does not count service order errors in its trouble report data, Qwest's trouble report data will tend to overestimate the percentage of trouble tickets coded as TOK/NTF.

Qwest has not established that a compliance problem exists, particularly with respect to Allegiance, Covad, and Eschelon. An alleged compliance problem that may not even relate to these CLECs is not a sound basis for imposing new terms and rates on Allegiance, Covad, and Eschelon.

Qwest Should Deal Directly With the Non-Complying CLECs, if Any.

If a compliance problem does exist, Qwest's Response did not address whether Qwest has attempted to deal directly with the non-complying CLECs to gain compliance. CLECs generally have enforcement and dispute resolution provisions in their ICAs. If these really are existing ICA requirements, Qwest has ample basis to approach a CLEC on a non-compliance issue. Qwest did not even claim in its Response that it had tried to do so and was unsuccessful. If Qwest did so, Qwest did not say what happened and why a CR is a better solution. If Qwest did make this attempt and has reasons why a CR is a better approach, such data should have been part of the presentation and clarification of the CR. Without such supporting data, using a CR to address a compliance issue appears to be further evidence of Qwest's "one-size-fits-all" approach and the problems it creates.

The CR and Related Terms and Charges are New Requirements and Not Simply Clarifications of Existing Requirements.

In reality, although Qwest has tried to present its CR as a "clarification" of "existing" requirements, Qwest is imposing ***new*** terms and rates through this CR and related charges that have been discussed as part of this Escalation.[6] Qwest cites no authority in the ICAs for its claim. None of our ICAs contain all of the Additional Testing, Trouble Isolation, and Maintenance terms at the rates and in the manner in which Qwest is implementing them. Some of our ICAs have some of the requirements to which Qwest refers, and some have none at all. For example, the Minnesota AT&T/WCOM ICA, into which both Allegiance and Eschelon have opted, has ***no*** provision requiring the

[6] A similar language issue involves Qwest's change from "additional testing" (the term used in the initial CR) to "optional testing" (the term used in Qwest's Response). Qwest appears to be emphasizing the allegedly optional nature of the testing to counter objections about the rates. Given that Qwest will reject a trouble ticket without testing or acceptance of a unilateral, unapproved rate, this is not a truly "optional" situation. Moreover, CLECs cannot conduct testing in certain situations involving pair gain, but the documentation makes no exception for such circumstances. Although Bill Campbell seemed to suggest on a call that an exception would be acceptable to Qwest, this has not been confirmed or documented. Such issues could be dealt with in the CLEC-proposed collaborative process. Even assuming the testing is truly optional, however, an optional rate is also subject to the requirements that rates be based on cost and approved by the commissions.

CLEC to provide test results to Qwest (before opening a trouble ticket or otherwise). Qwest cannot "clarify" a term that is not in the ICA. Even when the CLEC is required to provide test results, the rates imposed by Qwest are not supported by the ICAs. Qwest is imposing new terms, without first following processes required by the ICAs and the law.

Instead of citing any basis in the ICAs for the testing "requirement," Qwest argues that CLEC testing is important and efficient. (Qwest Resp. p. 1.) Qwest also argues that testing is an industry standard.[7] (Qwest Resp. p. 1.) As with Qwest's cost recovery argument, these are arguments properly made in negotiations or dispute resolution proceedings, or to an arbitrator or state commission, ***before*** imposition of a term or rate. For example, Qwest negotiated language for inclusion in the SGAT that states that "CLEC will perform trouble isolation on the Unbundled Loop and any associated ancillary services prior to reporting trouble to Qwest." *See, e.g.*, AZ SGAT 9.2.5.1. Allegiance, Covad, and Eschelon have not opted in to the SGAT. Before imposing this requirement on them, Qwest needs to negotiate a similar requirement with them in each of their states. All three have said that they in principle agree with this concept, but they want input into how the concept is applied in practice. Instead of coming to the table to negotiate such terms, Qwest is unilaterally imposing its own requirement by rejecting trouble tickets that do not have test results.

In its Response, Qwest states that "In each meeting, Qwest offered to negotiate an amendment to a CLEC's interconnection agreement if it disagrees with the rates Qwest has proposed for Optional Testing." (Qwest Resp. p. 2.) This is not the case. Allegiance, Covad, and Eschelon had representatives at the meetings, and this offer was not made at each meeting. To the contrary, Qwest presented the CR as a "clarification" of "existing" requirements, making an amendment unnecessary. At the monthly process CMP meeting in November, Terry Wicks of Allegiance asked Bill Campbell of Qwest whether Qwest had checked everyone's ICAs to be sure the CR was consistent with those ICAs. Bill Campbell said yes. This response certainly suggested that no amendment was necessary. In fact, an agreement with CLECs is necessary, but Qwest failed to obtain one.

Qwest Has No Authority to Proceed on a "Notice-And-Go" Basis, As it Has Done Here.

Although Qwest entitled the document at issue a "CR,"[8] it is actually a simple a notice of intent. Qwest essentially acknowledges this in its Response, in which Qwest

[7] Qwest provides no documentation or citations to standards to support this statement.

[8] On page 2 of its Response, Qwest states that it submitted its CR based on its "good faith interpretation" of the interim process. In footnote 2 on the same page, Qwest states that "disagreement" has since arisen in CMP Re-Design about the applicability of the interim process to this type of CR. Both Qwest and CLECs agreed that Qwest would submit Qwest-initiated changes as CRs in Product/Process CMP. This mutual understanding is shown by the fact that Qwest submitted this CR. The fact that Qwest has since withdrawn other Qwest-initiated CRs from the Product/Process CMP and seems to indicate in the Response that it would like to do the same with this one, demonstrates a ***reversal in position*** by Qwest, not a disagreement. Although there is now substantial disagreement about the interim process, that does not change that fact that Qwest has changed course on this issue.

states that the purpose of its CR was to "formally notify" CLECs of the change.[9] (Qwest Resp. p. 2.) Qwest's CR stated Qwest's policy,[10] and Qwest announced a date for implementation. Qwest did not seek consensus or approval at the time, nor did it suspend its plans upon CLEC objection. Although Qwest states in its Response that it answered all questions about the CR (Qwest Resp. pp. 1-2), Qwest omits that several CLECs objected repeatedly to the process and rates and that Qwest answered many questions and objections in the negative. Covad believed that the process had been ceased after a call held during a Re-Design meeting, because of the universal and extensive nature of the objections. But, it turns out that Qwest announced only a slight delay in implementation of the billing, and it proceeded with implementation of the processes over objection. At this time, Qwest is rejecting trouble tickets without testing in states where our ICAs do not require us to test prior to submitting a trouble ticket. Qwest has also said that it will impose SGAT rates when there is no rate in the ICA. As indicated in the Escalation, Qwest is already billing Eschelon SGAT rates, even though Eschelon has not opted in to the SGAT, though Qwest now claims those bills are not for testing. They are for yet another charge or charges.

Qwest's handling of this CR is very similar to its initial handling of its collocation Release Notifications ("RNs"), in which Qwest announced process changes to collocation that were different from ICA provisions governing collocation. Covad objected to Qwest's practice of unilaterally changing terms without regard to Covad's ICAs. Covad (as well as other CLECs, such as AT&T, XO, and ELI) testified as to the inappropriateness of the RNs during section 271 proceedings in Arizona, Colorado, and Washington. The RNs were introduced into evidence as well. As a result, Qwest had to suspend that process[11] and recognize that it cannot unilaterally announce a change that amounts to a modification to an ICA. Qwest needs to have the same realization here and pursue a different course in this case. Overall, Qwest needs to recognize that it has no authority for a "notice-and-go" approach to changes that affect CLECs. Blanket notifications that do not account for differences in individual ICAs, whether in the form of a CR or RN, are unauthorized and unenforceable.[12]

Qwest's handling of this CR has highlighted many issues for resolution in CMP Re-Design. Not only does the Core Team need to re-address the process for Qwest-initiated CRs in Product/Process CMP, but also the Core Team needs to re-address the systems issues with respect to such CRs. For example, Qwest has indicated that it will

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[9] Qwest represents that CLECs requested notice. *See id.* CLECs have consistently requested that Qwest submit CRs to ***build consensus and gain approval***, not simply to notify CLECs of unilateral changes. Whether, when, and to what extent agreement or approval is needed, and the process for obtaining it when needed, are all issues that remain for discussion in the CMP Re-Design sessions. In the meantime, the ICAs require agreement.

[10] The one-paragraph CR is quoted in its entirety in the Escalation.

[11] Instead, Qwest and CLECs entered into a collaborative process that, despite the unfortunate circumstances leading to its development, ultimately proved successful and satisfactory to CLECs and Qwest. As discussed below, Allegiance, Covad, and Eschelon have suggested using the successful aspects of the collocation decommissioning process as model for resolution here.

[12] Qwest has claimed, in the Re-Design sessions, that under its existing CMP (formerly CICMP) procedures for Product/Process, Qwest may make such changes through RNs only. Qwest's experience with the collocation decommissioning RNs shows that the contrary is true.

modify its systems to make billing changes. (Qwest Resp. p. 4.) Although Qwest has apparently been planning this change for some time, and Eschelon raised its concerns about the billing aspects of this CR immediately, Qwest has not submitted a systems CR to accomplish such changes. Until such issues can be addressed, in particular, Qwest needs to review and respect each CLEC's ICAs.

Billing Process and Verification Issues Remain Unclear and Unsatisfactory.

In its Response, Qwest states that "a unique line item will be available on each bill for the CLEC." (Qwest Resp. p. 4.) Qwest indicates that it is making this change "in direct response to the Eschelon concern for line item identification." (Qwest Resp. p. 4.) Eschelon does need line item identification and sufficient information to identify the basis for each charge. We believe the best method for doing this should be discussed among those affected. Qwest is not making line item identification available immediately. In its Response, Qwest states that it will be providing a paper bill in the interim until a systems modification can be made. Qwest has an obligation to provide an electronic bill (an obligation which has existed since 1996). Nonetheless, Qwest has planned this change without coordinating timing of a systems change. Paper bills place CLECs at a significant disadvantage. Bill validation is virtually impossible using paper bills. Eschelon's paper bills, for example, are hundreds and sometimes more than a thousand pages long. At a minimum, if Qwest intends to use paper bills for these charges, Qwest must use a separate Billing Account Number ("BAN") for these charges, so that we can try to find these charges in all of that paper.

More information on the bill is only a part of the request made by Allegiance, Covad, and Eschelon in their joint Escalation. With respect to billing, we also asked Qwest to "Ensure that CLECs receive notification, at the time of the activity, if a charge will be applied, because CLECs should not have to wait until the bill arrives to discover that Qwest charged for an activity." (Joint Suppl. Escalation, p. 9.) As Eschelon said at the most recent CMP meeting, the CLEC needs to know at the time of the event that a charge will apply. Immediately after the work is completed, Qwest needs to send CLEC a statement of services performed, testing results, and applicable charges (by telephone number) that will appear on CLEC's next invoice. If Qwest is claiming that a charge was authorized, a process should also be in place to provide timely documentation as to who authorized the charge. If CLECs must wait until the bill is received, it will be a huge task to go back and analyze what happened in each situation and whether a charge should have been applied. All of these kinds of issues should be discussed and reviewed jointly before implementation.

The CLEC-Proposed Collaborative Process Should be Used to Resolve the Issues.

In the Joint Escalation, we stated as the "Desired CLEC Resolution:"

> "Suspend implementation of Qwest-initiated CR #PC100101-5 (process and rates).

Review any steps that Qwest has taken to make system changes, train people, or otherwise implement this CR universally at Qwest to ensure compliance with particular interconnection agreements (*e.g.*, interconnection agreements with Eschelon, Covad, and Allegiance in each state). This includes re-training, etc., as to the differences among various interconnection agreements, as well as difference from the SGAT. (Eschelon, Covad, and Allegiance each has an interconnection agreement with Qwest, and none of these CLECs has opted into the SGAT.)

Provide documentation showing that Qwest has trained its personnel and taken other steps to ensure compliance with individual interconnection agreements, including differences in those agreements as compared with the SGAT.

Begin a collaborative effort (similar to that used for collocation decommissioning) to develop an improved process and, when possible, gain consensus before implementation. Ensure that part of the process is to provide accurate bills that reflect interconnection agreement rates and provide sufficient information for bill verification. Ensure that CLECs receive notification, at the time of the activity, if a charge will be applied, because CLECs should not have to wait until the bill arrives to discover that Qwest charged for an activity. If no consensus can be reached, Qwest should then be responsible for escalation before implementation.

Ensure reciprocity so that CLECs may recover their costs in the same circumstances in which Qwest is allowed to recover its costs for such testing.

Explain the rates being charged before December 1, 2001 for loop maintenance and testing and explain how these rates and their application differ, if at all, from the procedures after December 1, 2001."

These items continue to be the CLEC desired resolution.[13] At the December Product/Process CMP meeting, Allegiance, Covad, and Eschelon made a reasonable request to Qwest to consider a collaborative effort, modeled after successful aspects of the one ultimately used to address collocation decommissioning, to address all of the issues raised in this escalation. That process involved, for example:

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[13] In addition, on December 7, 2001, Eschelon sent an email to Qwest (Judy Schultz) stating: The mailout below relates to "Optional Testing" and states that "there were no comments returned to Qwest regarding this change." The change relates to Qwest-initiated CR# PC100101-5. Given the number of communications, written and oral, about this issue, as well as the pending joint escalation, Eschelon does not understand how the notice can indicate that no comments were returned to Qwest.

Eschelon asks Qwest to consider, as part of the "Desired CLEC Resolution" section of the Escalation of CR# PC100101-5, a request to suspend these PCAT changes.

In addition, for purposes of Re-Design, Eschelon asks Judy Lee to add an action item to discuss a process for ensuring that the administrator of these mailouts is notified of comments made through CMP, account teams, etc.

-CLEC opportunity to express desires with respect to the new "product offering."

-Qwest review of CLEC input; proposed "product offering" at the next meeting.

-Meetings (approx. 2 months)

-Presentation to CMP; Posting for 30 days on the WEB for CLEC comment

-Contract amendments to the participating CLECs (option to agree to amend per the new product, negotiate specific changes based upon individual needs, or not do anything until need for the offering).

Although not all aspects of the collocation product were agreed upon, much progress was made in approximately two months of meetings. In addition to this example, the parties have gained experience and learning from Qwest's handling of the appointment scheduler issue. That experience showed that the process works more smoothly if information is provided in advance of action. Qwest's initial announcement of its plan to implement an appointment scheduler in a point release received a substantial adverse reaction. Because Qwest provided so little information about its plans and did not work together with CLECs to confirm what would really meet CLEC needs, Qwest encountered strong opposition. After Qwest incorporated CLEC feedback and provided more information, Qwest met with substantially less resistance. CLECs have asked that, in the future, Qwest take the consensus building approach first, before "announcing" a change. If Qwest comes in with a proposal (a true request for a change, as opposed to notice of one), the parties can work together to develop a workable process/product and minimize disputes.

Allegiance, Covad, and Eschelon continue to support and request use of a thorough collaborative process and suspension of the current process (including rates) in the interim. As we have said throughout this process, we are not opposed in principle to the type of testing at issue and encourage use of reasonable practices along these lines. We already conduct testing before submitting trouble tickets. The process and rates that Qwest has imposed, and the manner in which Qwest has approached this issue, however, are unacceptable. Our proposal for resolution, unlike the Qwest proposal, is not limited to rates or to one month. The collaborative process needs to deal with the processes associated with the trouble isolation and maintenance charges as well, to be clear when each applies. We are willing to dedicate resources to expedite a collaborative process, and we ask Qwest to re-consider this request.

If Qwest agrees, the following representatives will be the points of contact for each of our companies in the collaborative process:

Terry Wicks
LEC Account Manager
Allegiance Telecom, Inc.
469-259-4438

Michael Zulevic
Covad
Director-Technical/Regulatory Support
520-575-2776

Loren Walberg
Director of Repair
Eschelon Telecom, Inc.
612-436-6453

December 19, 2001

Burl Harr, Ph.D.
Minnesota Public Utilities Commission
350 Metro Square Building
121 Seventh Place East
St. Paul, MN 55101-2147

RE: In the Matter of Qwest Wholesale Service Quality Standards
Docket No. P-421/AM-00-849

Dear Dr. Haar:

Enclosed is an original and fifteen (15) copies of Supplemental Testimony by Garth Morrisette. The purpose of Mr. Morrisette's testimony is to respond to inaccurate trouble report data presented by Qwest in Exhibit 38. Since Qwest Exhibit 38 was presented by Qwest late in the afternoon on the last day of the evidentiary hearing, Eschelon is responding with this testimony at this time.

Sincerely,

Dennis Ahlers
Senior Attorney
Eschelon Telecom, Inc.
(612) 436-6249

DDA:tlg
Enclosure
cc: Service List

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Gregory Scott	Chair
Edward A. Garvey	Commissioner
Marshall Johnson	Commissioner
LeRoy Koppendrayer	Commissioner
Phyllis Reha	Commissioner

In the Matter of Qwest Wholesale Service Quality Standards

DOCKET NO. P-421/AM-00-849

SUPPLEMENTAL TESTIMONY OF GARTH MORRISETTE FOR ESCHELON TELECOM, INC.

December 19, 2001

1 **Q. PLEASE STATE YOUR NAME, EMPLOYER, AND TITLE.**

2 A. My name is Garth Morrisette and I am the Director of Regulatory Affairs for
3 Eschelon Telecom, Inc. (Eschelon). My business address is 730 Second Avenue
4 South, Suite 1200, Minneapolis, MN 55402.

5 **Q. HAVE YOU BEEN PREVIOUSLY SWORN IN AS A WITNESS IN THIS**
6 **PROCEEDING?**

7 A. Yes.

8 **Q. WHAT IS THE PURPOSE OF YOUR SUPPLEMENTAL TESTIMONY?**

9 A. The purpose of my supplemental testimony is to correct the record with respect to
10 Eschelon specific data contained in Qwest Exhibit 38.

11 **Q. PLEASE DESCRIBE QWEST EXHIBIT 38.**

12 A. Qwest Exhibit 38 purports to show the percentage of CLEC trouble tickets that
13 Qwest coded with a trouble resolution code of "no trouble found." Qwest Exhibit
14 38 contains confidential and trade secret information regarding trouble report
15 rates on 73 CLECs, including Eschelon, in Qwest's 14 state service territory. The
16 exhibit is titled "Percent Trouble Tickets for Which No Trouble Was Found -
17 Qwest Region - September 2001." Qwest refers to the exhibit in its Reply Brief
18 in criticizing the Coalition's proposal for MN-6 (Trouble Rate). Qwest implies
19 that the Coalition's proposed standard for MN-6 of no more than 2.5 trouble
20 reports per 100 access lines is not attainable for Qwest because the trouble report
21 rate for CLECs is biased upward as a result of CLECs submitting trouble reports
22 when no trouble is found. Qwest's brief states: "The record shows the percentage
23 of CLEC trouble reports result in no trouble being found." Qwest Reply Brief at

p. 31. Qwest supports that statement by referring to Exhibit 38, which was introduced by Qwest late in the afternoon on the last day of the evidentiary hearings. Because the exhibit was introduced so late in the hearing, Eschelon did not have a chance at hearing to refute or rebut the accuracy of the data. Qwest Witness Mr Inouye stated that the data used for Exhibit 38 came from Qwest's Network Department and that he was not sure whether the data had been audited by Liberty Consulting Group as part of the PID auditing process. TR Vol. 9, p. 14.

Q. DOES ESCHELON HAVE EVIDENCE THAT REFUTES THE ACCURACY OF THE RESULTS IN EXHBIT 38?

A. Yes. Eschelon personnel reviewed trouble tickets for the months of July-October 2001 for which Qwest claims the Trouble Tickets were closed with a resolution code of "Test OK, No Trouble Found" (TOK/NTF). Our analysis indicates that 54% of those results reported did not match the resolution code Eschelon used in closing the ticket. Specifically, Eschelon's records show that 28.8% of the tickets were closed with trouble found; 10.9% were closed with a resolution code of "came clear while testing" (CCWT) which means that Qwest saw trouble on the line initially, but the trouble cleared while testing; 6.5% were closed without a call back from Qwest with a trouble resolution code, which means that Qwest did not report the trouble resolution code to Eschelon; and 8.7% of the reports do not match trouble tickets in our records. The remaining 45.7 percent of the tickets were closed by Qwest with trouble resolution code of "test OK, no trouble found" (TOK/NTF).

1 **Q. IS THERE ANY REASON TO DOUBT THE ACCURACY OF THE**
2 **TROUBLE RESOLUTION CODE FOR THE REMAINING 45.7% OF THE**
3 **TROUBLE TICKETS IN QUESTION?**
4 A. Yes. Eschelon has experienced significant increase in the number of errors on
5 orders attributable to Qwest that result in features being dropped or omitted from
6 Eschelon's UNE Platform orders. In some cases, PIC changes were not processed
7 on the orders. I was told by a Qwest representative that as many as 70% of
8 Eschelon's orders written by Qwest order writers in November were corrected for
9 these types of errors. I have also been told by Qwest representatives and
10 Eschelon repair personnel that these types of feature/translation issues would be
11 classified by Qwest with the TOK/NTF resolution code. When Qwest closes the
12 ticket with trouble resolution code of TOK/NTF it directs Eschelon to issue a new
13 service order (LSR) to add the feature, or change the PIC on the line. Since
14 Qwest does not count service order errors in its trouble report data, Qwest's
15 trouble report data will tend to overestimate the percentage of trouble tickets
16 coded as TOK/NTF.
17 **Q. BASED ON YOUR TESTIMONY, DO YOU THINK EXHIBIT 38**
18 **ACCURATELY REFLECTS THE PERCENTAGE OF CLEC TROUBLE**
19 **REPORTS THAT RESULT IN NO TROUBLE FOUND?**
20 A. No, at least not with respect to the Eschelon data.
21 **Q. DOES THAT CONCLUDE YOUR SUPPLEMENTAL TESTIMONY?**
22 A. Yes.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-8

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

BEFORE THE ARIZONA CORPORATION CC

COMMISSIONERS

MIKE GLEASON, Chairman
WILLIAM A. MUNDELL
JEFF HATCH-MILLER
KRISTIN K. MAYES
GARY PIERCE

Arizona Corporation Commission
DOCKETED
MAY 16 2008
DOCKETED BY

IN THE MATTER OF THE PETITION OF ESCHELON TELECOM, INC. FOR ARBITRATION WITH QWEST CORPORATION PURSUANT TO 47 USC SECTION 252(b) OF THE FEDERAL TELECOMMUNICATIONS ACT OF 1996.

DOCKET NO. T-03406A-06-0572

DOCKET NO. T-01051B-06-0572

DECISION NO. 70356

OPINION AND ORDER

DATE OF ARBITRATION: March 19 & 20, 2007

PLACE OF ARBITRATION: Phoenix, Arizona

ARBITRATOR: Jane L. Rodda

APPEARANCES: Mr. Jason Topp and Mr. Norman Curtright, Qwest Corporation Legal Department; Mr. Philip Roselli, Kamlet, Shepard & Reichert, LLP, and Mr. John Devaney, Perkins Coie, LLP, on behalf of Qwest Corporation; and

Mr. Gregory Merz, Gray Plant Mooty, on behalf of Eschelon Telecom of Arizona.

BY THE COMMISSION:

Procedural Background

On September 8, 2006, Eschelon Telecom of Arizona, Inc. ("Eschelon") filed with the Arizona Corporation Commission ("Commission") a Petition for Arbitration of an interconnection agreement ("Petition") with Qwest Corporation ("Qwest") pursuant to A.A.C. R14-2-1505 and Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the 1996 Act").

On October 3, 2006, Qwest filed its Response to the Petition.

By Procedural Order dated October 6, 2006, the Commission established procedural guidelines

make that intent clear.

Qwest claims that with the information concerning the locations of network changes that Qwest routinely provides in its notices, Eschelon can readily identify its customers who may be affected by a network change and obtain their addresses and circuit IDs. Qwest believes that even Eschelon's final alternative, although an improvement, still improperly shifts the burden of determining circuit IDs from Eschelon to Qwest.

Finally, Qwest argues that the Eschelon proposal is inconsistent with the Commission's Decision in the Qwest-Covad arbitration concerning notices of network changes. Qwest states that in that arbitration, the Commission rejected Covad's demand that Qwest should provide CLEC customer addresses in notices relating to Qwest's retirement of copper loops.[53] Qwest argues its obligation is not to provide Eschelon with the addresses of its customers that could be affected by network changes, but to provide Eschelon with sufficient information about where a network change is taking place so that Eschelon, not Qwest, can identify the addresses of any of its customers that could be affected by the change.

Resolution

We believe that if a network change causes an Eschelon end user to suffer loss of service or impairment in the quality of service, it is reasonable that Qwest should assist Eschelon in determining a resolution. Because Qwest would be responsible for making the network modifications, Qwest would likely have the best information on the cause of a problem and how to rectify it. The evidence presented in the arbitration indicates that while network modifications may cause problems for Eschelon end users, the number of instances has not been substantial. Consequently, we will adopt Eschelon's alternative proposal, with some modification in an attempt to address Qwest's concerns concerning ambiguity. We acknowledge that the language does not eliminate the potential for future disputes, but fairness dictates that Qwest assist in restoring an end user's functionality in the event a network modification caused a degradation of service. Thus, we adopt the following language for Section 9.1.9 in resolution of Issue 9-33:

[53] See Decision No. 68440 at 11 (February 2, 2006).

> If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.

With respect to Issue 9-34 regarding providing notice of network changes, we find that Qwest's proposed notices of network changes would provide sufficient information to Eschelon to allow Eschelon to determine the address and circuit ID of Eschelon's affected end users. Qwest may or may not have easy access to the information Eschelon seeks, but we find Eschelon's proposal would unnecessarily, and without good reason, shift responsibility from Eschelon to Qwest.

Issues 9-37 – 9-42: Unimpaired Wire Centers

On June 14, 2007, in Docket Nos. T-03632A-06-0091, T-03226A-06-0091, T-04202A-06-0091, T-03406-06-0091, T-03432A-06-0091, and T-01051B-06-0091, Qwest and Eschelon, along with several other CLECs, filed a proposed settlement agreement that would resolve issues related to the designation of Qwest wire centers as unimpaired. The Commission held a hearing on the settlement agreement on October 30, 2007. In the settlement agreement, Qwest and Eschelon agree on contract language which if approved by the Commission, would be incorporated in the ICA that is the subject of this arbitration. In the current docket, Qwest and Eschelon propose that if the settlement agreement is approved, that the Commission approve a single compliance filing of the ICA to implement both the Commission's order in this arbitration proceeding and the resolution of the wire center issues. If the settlement agreement is not approved in the wire center dockets, then Qwest and Eschelon request a modification of the arbitration schedule to allow two rounds of supplemental testimony and a round of briefing for the open wire center issues.

The parties' proposal is reasonable. The settlement agreement presents a resolution of the wire center issues for a number of larger CLECs and it makes sense to have a universal resolution of those issues. If the wire center settlement is approved, it is appropriate to include the relevant language in Eschelon's ICA with Qwest. If the settlement agreement is not approved, then the current arbitration would need to be re-opened for additional testimony and argument in order to resolve the issues related to wire centers that had been raised in the Petition. In any case, for a complete ICA, it would

OAH 3-2500-17369-2
MPUC No. P-5340,421/IC-06-768

STATE OF MINNESOTA
OFFICE OF ADMINISTRATIVE HEARINGS

FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION

In the Matter of the Petition of Eschelon Telecom, Inc., for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252 (b) of the Federal Telecommunications Act of 1996

ARBITRATORS' REPORT

This matter was arbitrated by Administrative Law Judges Kathleen D. Sheehy and Steve M. Mihalchick on October 16-20, 2006, in the Small Hearing Room of the Public Utilities Commission in St. Paul, Minnesota. The record closed on November 17, 2006, upon receipt of post-hearing briefs.

Jason Topp, Esq., 200 South Fifth Street, Room 2200, Minneapolis, MN 55402; Melissa Thompson, Esq., 1801 California Street, 10th Floor, Denver, CO 80202; Philip J. Roselli, Esq., Kamlet, Shepherd & Reichert, LLP, 1515 Arapahoe Street, Tower 1, Suite 1600, Denver, CO 80202; and John Devaney, Esq., Perkins Coie, 607 14th Street NW, Washington, DC 20005, appeared for Qwest Corporation (Qwest).

Greg Merz, Esq., Gray, Plant, Mooty, 500 IDS Center, 80 South Eighth Street, Minneapolis, MN 55402, appeared for Eschelon Telecom, Inc. (Eschelon).

Julia Anderson, Assistant Attorney General, 1400 Bremer Tower, 445 Minnesota Street, St. Paul, MN 55101, appeared for the Department of Commerce (Department).

Kevin O'Grady appeared for the staff of the Public Utilities Commission.

Procedural History

1. Eschelon and Qwest began negotiating this interconnection agreement some time ago. For purposes of this arbitration they have agreed that the window for requesting arbitration was between May 9, 2006, and June 5,

139. Eschelon further argues that its terminology is no different than the language of 47 C.F.R. § 51.316(b), which requires ILECs, when converting wholesale services to UNEs or to a combination of UNEs, to do so "without adversely affecting the service quality perceived by the requesting telecommunications carrier's end-user customer."

140. The Department agrees that the Eschelon language is vague and would create the potential for future litigation over whether a violation occurred, and if so, whether damages are warranted. The Department recommends the following language in lieu of Eschelon's proposals:

> If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.[98]

141. The Department contends that this language would not disadvantage either company and would assure Eschelon of being able to get its end user customer back in service, while focusing Qwest's responsibilities on fixing any problems caused by necessary changes to its network.[99]

C. Decision

142. The Department's recommended language should be adopted. It appears to balance the reasonable needs of both parties in an even-handed manner. Contrary to Eschelon's argument, the process of converting a service to a UNE is not necessarily the same as the process of modernizing or maintaining the network; accordingly, the "adversely affecting" language of 47 C.F.R. § 51.316(b) does not provide the guidance needed to make this section of the ICA free from ambiguity. The reference to correcting transmission quality to "an acceptable level" does not, as Qwest argues, make this language unacceptably vague. The language merely commits Qwest to taking action to restore transmission quality to that which existed before the network change.

Issue 9-33(a): Relationship Between Section 9.1.9 and Copper Retirement

A. The Dispute

143. The parties had previously agreed upon language in Section 9.1.9 that said "(for retirement of copper loops, see section 9.2.1.2.3)." Because of

[98] Department's Post-Hearing Brief at 17; Ex. 50 (Schneider Reply) at 3-6; Ex. 51 (Schneider Surreply) at 3.

[99] By letter dated December 19, 2006, Qwest objected to the Department's proposal, arguing that its language is just as undefined as Eschelon's and that the Department's suggestions are untimely. The Department has agreed that Qwest's letter of objection should be included in the record.

ORDER NO. 08-365

ENTERED 07/07/08

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

ARB 775

In the Matter of	)	
	)	
ESCHELON TELECOM OF OREGON, INC.	)	
	)	ORDER
Petition for Arbitration of an Interconnection Agreement with QWEST CORPORATION, Pursuant to Section 252(b) of the Telecommunications Act.	)	

DISPOSITION: ARBITRATOR'S DECISION APPROVED WITH MODIFICATIONS

Procedural History

On October 10, 2006, Eschelon Telecom of Oregon, Inc. (Eschelon), filed a petition with the Public Utility Commission of Oregon (Commission) requesting arbitration of an interconnection agreement (ICA or agreement) with Qwest Corporation (Qwest), pursuant to the Telecommunications Act of 1996 (Act). The parties agreed to waive the statutory timeline due to the number of arbitrations pending in different states. Pursuant to a revised schedule proposed by the parties and approved by the Arbitrator, Qwest responded to the petition on April 23, 2007.

Telephone conferences were held in this matter in April and June, 2007, to discuss various procedural matters. Standard Protective Order No. 07-178 was issued on July 7, 2007.

The arbitration hearing was rescheduled twice at the request of the parties. Rounds of testimony were filed on May 11, May 25, and June 8, 2007. The hearing was held on August 14, 2007, in Salem, Oregon. Post-hearing briefs were filed by the parties on October 26, 2007.

On March 26, 2008, the Arbitrator issued a decision, attached to this order as Appendix A. Eschelon and Qwest filed exceptions to the Arbitrator's Decision on April 29, 2008.

Section 251 obligation. Moreover, the ICA confirms that Qwest is entitled to recover the costs it incurs to provide access to UNEs.

In the Minnesota arbitration, the Arbitrators concluded that Qwest's proposed language "is in fact more ambiguous than Eschelon's, because it would leave unanswered the question of whether routine changes in the provision of a UNE would be priced at TELRIC or at some other 'applicable rate.'"[96] I agree with this finding. In fact, the record demonstrates that this is more than a hypothetical concern, because Qwest has already attempted to impose tariff rates for activities that arguably constitute access to UNEs.[97]

Although Qwest has overstated the potential for future disputes, there remains the possibility that the parties will someday disagree over whether certain activities constitute "access to UNEs." The parties are not without recourse in such an event, as they can always seek resolution from the Commission through the dispute resolution process in the ICA. It is reasonable to expect that the Commission would take an active interest in any dispute regarding the obligation to provide nondiscriminatory access under the Act. Eschelon's first proposal for Section 9.1.2 is adopted.

Issues 9-33 -- Network Maintenance and Modernization/Adverse Effects.

In Section 9.1.9 of the ICA, the parties agree that Qwest may make necessary modifications and changes to UNEs in order to properly maintain and modernize its network. The parties disagree over Eschelon's proposal to insert language relating to the impact of such modifications on end user customers.

Qwest proposes the following language in Section 9.1.9:

> In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters.

Eschelon proposes two alternatives for Section 9.1.9. The first adds the following language to the end of the last sentence quoted above:

> but the changes to transmission parameters will not adversely affect service to any CLEC End User Customers (other than a reasonably anticipated temporary service

[96] MN Arb Report at ¶31; Eschelon/29, Denney/32.

[97] Eschelon/9, Denney/35-38.

> interruption, if any, needed to performance the work). (In addition, in the event of emergency, see Section 9.1.9.1).[98]

Eschelon's second alternative mirrors language adopted by the Minnesota Commission and adds the following sentence after the last Qwest-proposed sentence noted above:

> If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.

Qwest argues that it must have the ability to maintain and modernize its telecommunications network without unnecessary interference while also providing Eschelon with the UNE transmission quality required by law. Toward this end, Qwest affirms that its maintenance and modernization activities will "result in UNE transmission parameters that are within the transmission limits of the UNE ordered by Eschelon."[99] Qwest also commits to other provisions designed to ensure that its activities do not improperly interfere with Eschelon's operations, including certain advance notice and informational requirements.

Qwest contends that the "no adverse affect" and "unacceptable changes" terminology used by Eschelon is ambiguous and unrelated to any measurable industry standard.[100] Effectively, this language "would leave Qwest guessing" concerning whether a particular network change is permitted under the ICA. This risk of exposure would discourage maintenance and modernization activities contrary to the Act's goal of fostering the deployment of new, advanced technologies.

Eschelon observes that its proposed terminology is consistent with the approach taken by the FCC in 47 C.F.R. 51.316. That rule requires ILECs to convert wholesale services to UNEs or UNE combinations "without adversely affecting the service quality perceived by the requesting telecommunications carrier's end-user customer."

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[98] This language was modified from Eschelon's initial proposal. Eschelon continues to offer its initial language proposal which reads: "but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1)." Disputed Issues List at 37.

[99] Qwest Brief at 22.

[100] Qwest also contends that the "no adverse affect" language improperly focuses on the service provided by Eschelon to its end-user customers when the appropriate focus should be upon the UNEs and service that Qwest provides to Eschelon. Qwest Brief at 24.

Eschelon also denies that its proposed language will discourage network changes or expose Qwest to risk of undefined consequences when such changes occur. It contends that its proposals merely ensure that end user customers will not suffer significant service disruptions because of minor changes in transmission parameters. If a network modernization or maintenance activity causes this sort of interference, Qwest's sole obligation is to remedy the problem.

Eschelon emphasizes that it is possible for a maintenance or modernization activity to adversely affect customer service even though the change in transmission parameters resulting from the activity remains within specified limits. This situation occurred when Qwest, in furtherance of a network plan to change the default dB loss setting, instructed its technicians to re-set the dB loss to -7.5 whenever they performed a repair. Although the new dB setting was within the standard range, a number of Eschelon circuits were rendered inoperative and Eschelon customers could not use their telephones.

Decision. The problems experienced by Eschelon as a result of Qwest's plan to reset the dB loss parameter demonstrate that Qwest's commitment to comply with industry standards does not always guarantee that Eschelon's end user customers will be protected from significant service disruptions as a result of Qwest's network maintenance or modernization activities. These events may be infrequent, but when they occur, it is reasonable to expect Qwest to assist Eschelon in restoring customer service. Accordingly, additional language should be added to Section 9.1.9 to address this concern.

Of the two proposals offered by Eschelon, the second more clearly delineates the extent of Qwest's obligation to provide assistance in the event of a service interruption. Objective measures of service quality exist, and in most cases it should be relatively easy to determine if service has degraded to a point where a customer has experienced "unacceptable changes." Nevertheless, there is merit to Qwest's concern that this term could be subject to misinterpretation. Language proposed in the recent Arizona arbitration proceeding minimizes that possibility and should be included in the ICA as follows:

> If such changes result in the CLECs End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Petition of Eschelon Telecom of Utah, Inc., for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996	)	DOCKET NO. 07-2263-03 ORDER ON PETITIONS FOR RECONSIDERATION, REVIEW OR REHEARING

ISSUED: September 11, 2008

By The Commission:

PROCEDURAL HISTORY

On August 11, 2008, Qwest Corporation ("Qwest") filed a Petition for Reconsideration, Review or Rehearing of our Order of July 11, 2008, ("July 2008 Order") seeking: (1) That the Commission change its decision with respect to the standard giving Qwest the authority to demand a deposit from Eschelon. (2) Reconsideration of language ordered in Section 9.1.9 of the ICA related to network maintenance and modernization activities. (3) Reconsideration of the decision to apply the Qwest Performance Assurance Plan measurements in situations where Qwest provides Eschelon with a jeopardy notice that it clears. Also on July 11, 2008 Eschelon filed a Petition for Reconsideration, Review or Rehearing seeking: (1) Reconsideration of the decisions regarding Intervals (Issue 1-1 and subparts). (2) Reconsideration of the decision regarding contract language for Unapproved Rates (Issue 22-90). Qwest and Eschelon both responded to the other party's petition arguing that the opposing party's petition should be denied. Eschelon further provided alternative contract language for Qwest's second issue in the event the petition was granted.

DOCKET NO. 07-2263-03

-2-

DISCUSSION AND CONCLUSION

The Commission grants reconsideration of Qwest's second issue (the language ordered in Section 9.1.9 of the ICA related to network maintenance and modernization activities) and directs the parties to use Eschelon's suggested alternative language by adding the phrase "or other mutually agreeable levels," to Section 9.1.9 as shown below. Specifically the Section shall now read as follows (in underline or strike out format as compared to the original language):

9.1.9 . . . If such changes result in the CLEC's End User Customer experiencing ~~unacceptable changes~~ a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to ~~an acceptable level~~ previous levels, or other mutually agreeable levels, if it was caused by the network changes....

As both parties have noted in either their original petition or reply, network modernizations should be beneficial in nature. The result of network modernization for customers (either retail or wholesale) should be either better or the same level of service, modernization should not cause a customer's service to cease to function, or to degrade such that the customer can not use the service in the same manner. Adding the phrase to the contract allows Qwest the flexibility in proposing various ways a problem could be addressed, but also clearly identifies that Qwest has a responsibility to fix the problem its own actions created.

Wherefore, having reconsidered this matter and for good cause appearing, the Commission issues this Order amending the July 2008 Order, changing Section 9.1.9 as shown above. We further direct the parties to submit an interconnection agreement consistent with the

DOCKET NO. 07-2263-03

-3-

Commission's resolution of the disputed issue relating to Section 9.1.9 above and our July 2008 Order as modified by this Order.

DATED at Salt Lake City, Utah, this 11th day of September, 2008.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary
G#58910

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Petition of Eschelon Telecom of Utah, Inc., for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996	)	DOCKET NO. 07-2263-03 REPORT AND ORDER ON ARBITRATION OF INTERCONNECTION AGREEMENT

ISSUED: July 11, 2008

SYNOPSIS

Having reviewed the evidence presented, as well as the arguments of the parties, the Commission directs the parties to submit an interconnection agreement that includes the terms and conditions reflecting their mutual agreement and the Commission's resolution of the disputed issues discussed and resolved herein.

in its notices, Eschelon can readily identify its customers who may be affected by a network change and obtain their addresses and circuit IDs through its electronic database.

Eschelon asserts its language is not intended to have such a broad effect, since the language limits the requirement to provide circuit identifications and customer addresses to changes that are "End-User Customer specific."[7] However, Eschelon fails to define the term "End-User Customer specific," leaving the provision open to the interpretation that Qwest must provide circuit identifications and customer addresses for any change that affects any "End-User Customer." If Eschelon's intent is to limit its proposed notice requirement to network changes that take place at a specifically identified customer premise, it should modify its language to make that intent clear.

While Eschelon's alternative proposal is an improvement, it still improperly attempts to shift the burden of determining circuit IDs from Eschelon to Qwest. Because Eschelon has access to circuit IDs in its own records and Qwest has neither ready access to those IDs nor a legal obligation to provide them, Eschelon's alternative proposal is improper and should be rejected.

Decision

Regarding Issue 9-33, the ALJ agrees Qwest must have the ability to both maintain and modernize its telecommunications network without unnecessary interference and restriction. However, Qwest is also obligated to ensure maintenance and modernization activities do not result in significant service disruptions to Eschelon's end user customers. That

[7]Qwest also points out Eschelon's use of the term "End-User Customer" in connection with Qwest's notices of network changes is improper since the defined term includes customers of carriers other than Eschelon.

significant, albeit unintended, disruptions can occur is evidenced by Qwest's efforts to reset its dB loss parameter. When such disruptions occur, it is reasonable to expect Qwest to assist Eschelon in restoring service. Eschelon's alternate proposal for Section 9.1.9 is a reasonable approach to requiring Qwest to provide such assistance.

However, Qwest rightly points out that Eschelon's language regarding "unacceptable changes" in transmission quality is unnecessarily vague and potentially burdensome. Language adopted in the Oregon and Arizona arbitrations corrects this ambiguity by replacing "unacceptable changes in the transmission of voice and data" with "a degradation in the transmission quality of voice and data, such that CLEC's End User Customer loses functionality or suffers material impairment." In order to address Qwest's similar concern regarding Eschelon's proposed language that would require Qwest to return service to an "acceptable level," while recognizing that Qwest's maintenance and modernization activities should not have the effect of reducing the transmission quality offered to CLEC end users, "an acceptable level" should be replaced with "previous levels." The ALJ therefore recommends the Commission adopt Eschelon's alternate proposed language, with the modifications outlined above, for this Issue.

Likewise, for Issue 9-34, the ALJ concludes that Eschelon's alternative proposal requiring Qwest to provide the circuit ID if the changes are specific to a CLEC End User Customer and if the circuit ID information is "readily available" best balances Eschelon's desire to obtain, and Qwest's obligation to provide, meaningful network change location information with Qwest's concern that requiring Qwest to provide the circuit ID in all cases would be overly

burdensome. The ALJ therefore recommends the Commission adopt Eschelon's alternate proposed language for Issue 9-34.

J. Circuit IDs Relating to Conversions – Issues 9-43 and 9-44

In order to ensure that Eschelon end user customers are not adversely affected by the conversion of circuits from UNEs to non-UNE wholesale arrangements, Eschelon has proposed adding the following ICA Section 9.1.15.2.3 providing that the circuit ID will not change as a result of the conversion:

> 9.1.15.2.3 The circuit identification ("circuit ID") will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.

In addition, Eschelon proposes a new Section 9.1.15.3 that would require the conversion be handled as a price change rather than as a physical change:

> 9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.

Eschelon Position

Eschelon argues that, rather than negotiate with Eschelon and other CLECs, Qwest has chosen to act on its own in erecting a process that involves personnel in three different functional areas; multiple databases and systems; orders to "disconnect" and "connect" service; and much "reviewing," "confirming," "assuring," "verifying" and "validating," all to the end of changing what the UNE is called and how much Qwest will charge. Qwest chose to

[Service Date January 18, 2008]

BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration of an Interconnection Agreement Between	)	DOCKET UT-063061
	)	ORDER 16
QWEST CORPORATION	)	
and	)	ARBITRATOR'S REPORT AND DECISION
ESCHELON TELECOM, INC.	)	
Pursuant to 47 U.S.C. Section 252(b).	)	
. . . . .	)	

1 **Synopsis.** *The Arbitrator recommends resolution of the 67 disputed issues as set forth in the attached Appendix A. Given the number of disputed issues, they will not be set forth in summary fashion in this synopsis. This Report and Decision does not address wire centers issues because they are the topic of a separate proceeding.*[1]

[1] *Docket UT-073035, In the Matter of the Petition of Qwest Corporation For Investigation Concerning the Status of Competition and Impact of the FCC's Triennial Review Remand Order On the Competitive Telecommunications Environment in Washington.*

b. Position of the Parties

80 In the normal course of business, Qwest makes changes to modernize and upgrade its network. The parties have agreed that Qwest will ensure that its network modernization and maintenance activities result in transmission parameters that are within the transmission limits of the UNEs Eschelon orders.[85]

81 Qwest opposes including the term "adverse affect" because the term is vague and undefined, and if adopted, would have a chilling effect on Qwest's modernization and maintenance of its network.[86] Qwest asserts that it would face substantial risk whenever it made network changes because there are undefined consequences.[87]

82 Eschelon argues that minor changes to transmission facilities should not result in service disruptions to its customers.[88] Eschelon presents two options to resolve this issue: (1) changes to transmission parameters will not adversely affect service to end user customers; or (2) if such changes result in end user customers experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC is determining the source and will take necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.

c. Decision

83 The Arbitrator recommends adoption of Eschelon's second proposal. This proposal balances Qwest's need to be able to modernize and maintain its network while maintaining acceptable transmission quality for Eschelon's end user customers. While Qwest should have the discretion to modernize and maintain its own network, it should be apparent that "modernization" and "maintenance" efforts should enhance or maintain, not diminish, transmission quality. Adoption of Eschelon's second proposal requires Qwest to assume responsibility and take corrective action to restore network quality only if the transmission quality was reduced as a result of network changes.

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[84] *Id.* at 20-21.
[85] Section 9.1.9 of the ICA.
[86] Stewart, Exh. No. 57 at 27.
[87] Stewart, Exh. No. 61 at 28.
[88] Webber, Exh. No. 172 at 12.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-9

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION

David Boyd	Chair
Phyllis Reha	Commissioner
Thomas Pugh	Commissioner
Betsy Wergin	Commissioner
J. Dennis O'Brien	Commissioner

In the Matter of Qwest Corporation's Arrangement for Commingled Elements	MPUC Docket No. P-421/C-07-370
In the Matter of Qwest Corporation's Conversion of UNEs to Non-UNEs	MPUC Docket No. P-421/C-07-371
	OAH Docket No. 3-2500-19047-2

PUBLIC EXHIBIT DD-16

SURREBUTTAL TESTIMONY OF DOUGLAS DENNEY ON BEHALF OF INTEGRA TELECOM

October 16, 2009

CLECS KNOWN TO HAVE TAKEN ADVANTAGE OF THE TERMS OF THE QWEST-ESCHELON MINNESOTA INTERCONNECTION AGREEMENT VIA OPT-IN OR AS BASE

STATE	COMPANY	AGREEMENT
Minnesota	En-Tel Communications	Opt into Eschelon Telecom of Minnesota, Inc. 8.28.08 Docket 08-933
	Lakedale Link, Inc.	Opt into Eschelon Telecom of Minnesota, Inc. 8.28.08 Docket 08-934
	Integra Telecom of Minnesota, Inc.	Opt into Eschelon Telecom of Minnesota, Inc. 08.28.08 Docket 08-818
	Val-Ed d/b/a 702 Communications	Opt into Eschelon Telecom of Minnesota, Inc. 8.28.08 Docket 08-882
	POPP Telecom, Inc.	Opt into Eschelon Telecom of Minnesota, Inc. 6.26.08 Docket 08-697
	Crystal Communications d/b/a Hickory Tech	Opt into Eschelon Telecom of Minnesota, Inc. 6.26.08 Docket 08-664
	Eventis	Opt into Eschelon Telecom of Minnesota, Inc. 1.20.09 Docket 08-1468
	Nebraska Technology & Telecommunications, Inc.	Opt into Eschelon Telecom of Minnesota, Inc. 12.26.08 Docket 08-1427
	Telephone Associates of Minnesota	Opt into Eschelon Telecom of Minnesota, Inc. 4.30.08 Docket 08-426
	TDS (US Link)	Eschelon Agreement (but has, *e.g.*, Recip Comp instead of Bill & Keep) 10.16.08 Docket 08-1165
	NorthStar Access	Eschelon Agreement (but has, *e.g.*, Recip Comp instead of Bill & Keep) 10.27.08 Docket 08-1185
	Otter Tail Telcom, LLC	Eschelon Agreement (but has, *e.g.*, Recip Comp instead of Bill & Keep) 10.08.08 Docket 08-1102

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
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IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-10

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS
600 North Robert Street
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FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION
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IN THE MATTER OF QWEST CORPORATION'S CONVERSION OF UNES TO NON-UNES	Docket No. P421/CI-07-370
IN THE MATTER OF QWEST CORPORATION'S ARRANGEMENTS FOR COMMINGLED ELEMENTS	Docket No. P421/CI-07-371

REPLY TESTIMONY OF EDWARD FAGERLUND

ON BEHALF

OF THE MINNESOTA DEPARTMENT OF COMMERCE

SEPTEMBER 25, 2009

design step is unnecessary because the facilities are not changed.[24] Again the culprit is the Qwest OSS. Qwest is not really re-designing the circuit, but the other parts of the OSS can be updated only if the otherwise unnecessary design step is completed. The Qwest system of OSS is unable to convert from a 251 UNE to a non-251-element with just a straightforward change.

Q. Did Qwest consult with the CLECs in setting up its conversion process?

A. Integra describes the process that Qwest followed in setting up its processes for converting 251 UNEs to non-251 elements.[25] This process did not involve collaboration with the CLECs. When CLECs expressed concern about the process and asked that this issue be addressed in the Change Management Process (CMP), Qwest apparently refused.[26]

Q. Should the Commission require the parties to work on this issue in the CMP?

A. There may be a recommendation to have these issues addressed now in the CMP. However, after attempting to negotiate directly with Qwest, then filing for arbitration, and now participating in a contested case, Integra deserves to have the Commission address the issues directly rather than bounce the decision back to the CMP. After the Commission makes decisions in this case, it may be appropriate for Qwest and the CLECs to discuss in the CMP the processes that are needed to implement the decisions.

[24] Denney Direct, p. 24; ARB-3, Starkey Surrebuttal, p. 105.
[25] Johnson Direct 21-29; ARB-3, Starkey Surrebuttal, p. 111.
[26] Denney Direct, p. 15.

Furthermore, it appears that Qwest has not always used the CMP as the forum where the parties arrive at decisions as equals.[27]

Q. How did Qwest make its conversion processes known to the CLECs?

A. Qwest took the unusual approach of refusing to make certain information regarding its intentions regarding the TRRO available to a CLEC unless the CLEC signed a specific TRO/TRRO amendment.[28] Qwest posted the process on its PCAT website, but had the pages password protected. Initially, the CLECs were required to sign the amendment before receiving the password.[29]

B. OPERATIONAL BARRIERS RESULTING FROM QWEST'S CHOSEN PROCESS FOR CONVERSION

Q. What are the operational barriers that Integra claims result from Qwest's chosen process for conversion?

A. Integra has raised questions about the Qwest conversion process.[30] A CLEC needs seamless conversion in order to continue to provide high quality service to its end users.[31] Integra is concerned about the risk of service disruption.[32] The secret development of the Qwest process worried Eschelon in 2006.[33] Integra has criticized the large number of

[27] "Eschelon has provided convincing evidence that the CMP process does not always provide CLECs with adequate protection from Qwest making important unilateral changes in the terms and conditions of interconnection." Arbitrators' Report, ¶ 22, January 16, 2006, Docket No. P5340, 421/IC-06-768, Eschelon-Qwest Arbitration.
[28] Johnson Direct, pp. 24-25.
[29] Johnson Direct, Exhibit BJJ-4, p. 9 (9/12/05 Qwest Non-CMP TRRO PCAT Notice).; ARB-2, Starkey Rebuttal, p. 81.
[30] Denney Direct, pp. 16-19; ARB-1, Starkey Direct, pp. 132-148.
[31] Denney Direct, p.17; ARB-1, Starkey Direct, pp. 142-143, 147-8. The FCC stated that conversions "should be a seamless process that does not affect the customer's perception of service quality." (TRO, ¶ 586)
[32] Denney Direct, p. 16; ARB-1 Starkey Direct, pp. 139-142.
[33] ARB-1: Starkey Direct, p. 133-6.

and (3) deal with any similar issues in the future. For example, if the Commission adopts option four above that requires Qwest to provide a commingled EEL without treating it as two separate circuits, Qwest and the CLECs may subsequently sit down to discuss business issues concerning implementation of the decision and, later, of alternative ways to proceed in the future.[80]

Q. What is your recommendation concerning Qwest unilaterally establishing processes dealing with 251 UNEs, commingled elements, or conversion processes?

A. The Department recommends that the Commission put Qwest on notice that it expects Qwest to work cooperatively when establishing or changing any of its processes that affect the CLECs. The Commission should consider advising Qwest that if there is another incident of this type where Qwest takes unilateral action (without collaborating with the CLECs) that results in operational barriers for CLECs, then the Commission will require future Qwest processes and changes related to 251 UNEs, commingled elements, or conversion processes that affect Minnesota CLECs be submitted to the Commission for prior approval.

F. DEPARTMENT RECOMMENDATION

Q. What is your recommendation concerning the process for handling the commingled EEL?

A. I recommend that Minnesota CLECs be allowed to convert UNE EELs to commingled EELs, treating the commingled EEL as a single circuit, with a single ID and a single bill.

[80] For example, the Integra alternative proposal and the modified Qwest proposal for repair may provide a basis for discussion of the repair issue in the future.

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In the Matter of Qwest Corporation's Conversion of UNEs to Non-UNEs

In the Matter of Qwest Corporation's Arrangements for Commingled Elements

OAH Docket No. 3-2500-19047-2

MPUC Nos. P421/C-07-370; P421/C-07-371

DIRECT TESTIMONY

OF

RACHEL TORRENCE

ON BEHALF

OF

QWEST CORPORATION

AUGUST 7, 2009

I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is Rachel Torrence. My business address is 700 W. Mineral Avenue, Littleton, Colorado. I am employed as a Director within the Network Policy Group of Qwest Corporation.

Q. PLEASE DESCRIBE YOUR WORK EXPERIENCE, TECHNICAL TRAINING, AND PRESENT RESPONSIBILITIES.

A. I have been employed in the telecommunications industry for 36 years. I began my career in 1973 and have worked my entire career for Qwest and its predecessors, The Mountain States Telephone and Telegraph Company ("Mountain Bell"), and US WEST Communications, Inc. For the major part of my career, I was employed in Network operations groups for these companies; within Qwest, that organization is known as the Local Network Organization. As an employee of the Local Network Organization, I held engineering positions in the Long Range Planning, Capacity Provisioning and Tactical Planning organizations and have had responsibility for projects that focused on ensuring network efficiency and maintaining adequate levels of network capacity. My years in the Local Network Organization have provided me with an extensive telecommunications background and much in-depth experience with virtually all aspects of the public switched telephone network ("PSTN").

Q. HAS QWEST UNILATERALLY DETERMINED ALL ASPECTS OF THE PROVISIONING PROCESSES USED WHEN CONVERTING FROM A UNE TO A NON-UNE OR WHEN CONVERTING TO A COMMINGLED EEL?

A. No. Qwest's provisioning processes are based in large part on industry standards and practices. These standards address everything from standard circuit definitions to architecture configurations. Such standardization is crucial for ensuring reliability and interoperability in an ever evolving multi-carrier environment. This standardization includes basic parameters such as a standard definition for a circuit type (*i.e.*, DS0, DS1 or DS3). Regardless what network a given CLEC may interconnect with, it is assured that DS1, for example, will be a 1.544 Mbps digital signal anywhere in North America. Qwest also relies on standard naming conventions, such as circuit IDs. These circuit IDs denote the type of service and associated characteristics and have been implemented throughout the North American telecommunications network by the major carriers. Again, any carrier can read a circuit ID from these networks and know what type of circuit it is. In short, Qwest complies with industry standards and practices when it provisions facilities, whether it is for itself, or for CLEC customers.

Q. ESCHELON IS PROPOSING THAT AFTER A CONVERSION, A NON-UNE CIRCUIT RETAIN THE UNE CIRCUIT ID. WOULD THE ASSIGNMENT OF A UNE CIRCUIT ID ON A NON-UNE CIRCUIT VIOLATE CURRENT INDUSTRY STANDARDS?

A. Yes. A requirement for Qwest to retain a UNE circuit ID on a non-UNE circuit following a conversion, mis-identifies the circuit, and provides erroneous information to

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REBUTTAL TESTIMONY

OF

RACHEL TORRENCE

ON BEHALF

OF

QWEST CORPORATION

SEPTEMBER 25, 2009

Given that Integra's systems perform functions similar to those of Qwest's systems, the claim that changes to Qwest's system are insignificant (as are the costs) calls into question the credibility of Mr. Denney's argument. Furthermore, it supports Qwest's contention that Integra is simply seeking to shift the costs of doing business in a competitive environment to Qwest. We cannot ignore, as Integra appears to be doing, that the changes needed are a result of recognition by the FCC that Integra is now operating in a competitive environment. Complying with industry practice is simply part of doing business.

Q. DOES INTEGRA'S ALTERNATIVE PROPOSAL PROVIDE ANY INSIGHT INTO WHETHER CHANGING THE CIRCUIT ID UPON CONVERTING A UNE CIRCUIT IS AS BURDENSOME AS MR. DENNEY AND INTEGRA CLAIM?

A. Yes. At page 24 of his direct testimony, Mr. Denney presents an alternative proposal for commingled EELs that Integra advocates in the event the Commission rejects Integra's request for, among other requirements, use of a single circuit ID for commingled EELs. Under the proposal, each circuit of a commingled EEL would have its own, unique circuit ID number. Thus, when Integra converts from using a UNE EEL to a commingled EEL, the circuit ID number of one of the components of the UNE EEL would change to reflect the fact that the component is now being provided as a non-UNE service. The fact that Integra is proposing this, even as an alternative proposal, directly contradicts Mr. Denney's claim that changing circuit IDs upon converting from a UNE would be unduly burdensome for Integra. As its alternative proposal demonstrates, Integra has concluded that it can, in fact, function with separate circuit IDs for the components of a

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SURREBUTTAL TESTIMONY

OF

RACHEL TORRENCE

ON BEHALF

OF

QWEST CORPORATION

OCTOBER 16, 2009

current use and application of circuit IDs is consistent with long-standing industry practice. Indeed, as the Telcordia testimony confirms, most carriers use the same product-specific circuit ID formats as Qwest, with very similar, if not identical, OSS. It is revealing that Telcordia reports it is not aware of any other carrier ever before having requested that a UNE circuit ID be transferred to a different, non-UNE service. While operating within industry standards and practice, Qwest, like other Regional Bell Operating Companies ("RBOCs") has maximized the functionality of its systems by incorporating new processes and technologies, including a current standard application of circuit IDs. Thus, Dr. Fagerlund's testimony fails to recognize that the methodology for assigning circuit IDs has not remained static, but instead has evolved with the introduction of new systems, new technologies, and new service offerings. Similarly, systems that utilize circuit IDs have changed to accommodate these changes in telecommunications. The fact that Integra apparently cannot accommodate circuit IDs that comply with industry standards says more about its systems than Qwest's.

Q. ARE THE CLAIMS THAT QWEST'S SYSTEMS ARE ANTIQUATED OR INEFFICIENT CONTRADICTED BY FINDINGS OF THE FCC?

A. Yes. When Qwest petitioned for relief under Section 271 of the 1996 Act, its OSS were scrutinized extensively by state commissions and the FCC. The FCC specifically found that Qwest's OSS are capable of performing the functions needed to accommodate the

A. At page 14, Dr. Fagerlund also takes issue with Qwest's "choice" to convert an UNE EEL into a commingled EEL by treating the non-UNE circuit as a similar Qwest service. He is mistaken. After a designation of non-impairment, a non-UNE circuit is not treated as a similar service; Qwest treats it as the non-UNE circuit it ***actually is*** with its specific service type. There is no choice to be made. Dr. Fagerlund also claims that Qwest is "choosing" to treat the UNE and non-UNE "elements" of a commingled EEL as separate circuits. Again, he is mistaken. They ***are*** separate circuits with differing service types and treatment. Qwest must necessarily treat them as such.

I also strongly disagree with Dr. Fagerlund's assertion that Qwest "chose" to use it OSS systems in an attempt to erect operational barriers. The reality is that Integra, which is operating in a competitive environment, is seeking to require Qwest to make non-standard systems changes and to use a circuit ID protocol that other carriers do not use and that does not comply with industry standards. The is no operational barrier in having systems and protocols that comply with industry standards; if anything, the barriers to true competition are being erected by Integra through its attempt to force Qwest to make costly systems changes in lieu of Integra bringing its systems and practices up to industry standards.

Q. AT PAGE 15, DR. FAGERLUND MAKES ASSERTIONS REGARDING THE INABILITY OF QWEST'S OSS TO RELATE THE TWO CIRCUITS OF A COMMINGLED EEL. PLEASE RESPOND.

A. Addressing Integra's alternative demand that Qwest relate the two circuits of a commingled EEL on bills and customer service records, Dr Fagerlund testifies that "[t]he

1 operational barriers, and Dr. Fagerlund's endorsement of that testimony also does not
2 establish that there are, in fact, any operational barriers.

3 **Q. HOW DOES QWEST RESPOND TO DR. FAGERLUND'S OPPOSITION TO**
4 **QWEST'S USE OF INDUSTRY STANDARDS?**

5 A. At page 21 of his testimony, Dr. Fagerlund testifies that the use of industry standards is
6 not an appropriate defense if it causes operational barriers for a CLEC. First, I must
7 reiterate that no such operational barriers have been proven to exist. Second, the entire
8 telecommunications industry relies on ubiquitous standards and practices to ensure its
9 efficient and robust operations. In fact, at page 18 of Mr. Denney's direct testimony,
10 even Integra admits to using the very standards to which Dr. Fagerlund is objecting. To
11 advocate that carriers deviate from such standard practices because it would cause a
12 "CLEC upheaval and continuing cost" (page 18) is to jeopardize the continuation of
13 quality service for all. The fact that Integra would be caused such upheaval by
14 continuing to comply with industry standard indicates that Integra is out of step with the
15 industry, not that it is the victim of operational barriers.

16 **Q. HOW DOES QWEST RESPOND TO DR. FAGERLUND CHALLENGING THE**
17 **NEED FOR A REVIEW OF THE CIRCUIT DESIGN WHEN CONVERTING A**
18 **CIRCUIT?**

19 A. At pages 7 and 8, Dr. Fagerlund challenges Qwest's review of the circuit design as
20 unnecessary and erroneously claims that Qwest's OSS is unable to convert from a UNE
21 to a non-UNE without this review having been completed. This is incorrect. This step of

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In the Matter of Qwest Corporation's Conversion of UNEs to Non-UNEs

In the Matter of Qwest Corporation's Arrangements for Commingled Elements

OAH Docket No. 3-2500-19047-2

MPUC Nos. P421/C-07-370; P421/C-07-371

QWEST CORPORATION

DIRECT TESTIMONY OF RENÉE ALBERSHEIM

AUGUST 7, 2009

PUBLIC DOCUMENT
TRADE SECRET DATA HAS BEEN EXCISED

Q. IS IT LOGICAL THAT SYSTEMS SHOULD NOT HAVE TO BE CHANGED IN ORDER FOR COMMINGLING TO BE PERMITTED?

A. Certainly. The FCC specifically defines commingling as the combination of different types of products (UNEs and other wholesale tariffed products). The FCC explicitly recognized that it is not necessary for ILECs to change their systems in order to bill on a combined basis for these products. It is also not necessary to change systems to combine the ordering, provisioning, or maintenance and repair of these products. Qwest has robust systems in place for ordering UNEs and for ordering wholesale tariffed products. These systems comply with and are based upon national industry standards and practices that I discuss more thoroughly in the circuit ID section of this testimony. CLECs have access to both sets of systems. Once the CLECs obtain these products, the FCC permits them to combine UNEs and wholesale tariffed services into commingled arrangements. No change is required in Qwest's systems to permit the CLECs to make these combinations.

Q. BUT ISN'T ESCHELON SEEKING SIGNIFICANT SYSTEMS AND PROCESS CHANGES FROM QWEST IN ORDER TO EFFECTUATE ITS DEFINITION OF COMMINGLING?

A. Yes. I will discuss that in detail in the next section of my testimony.

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QWEST CORPORATION

REBUTTAL TESTIMONY OF RENÉE ALBERSHEIM

SEPTEMBER 25, 2009

PUBLIC DOCUMENT
TRADE SECRET DATA HAS BEEN EXCISED

Q. WHAT IS THE RELATIONSHIP BETWEEN THE AVAILABILITY OF ALTERNATIVE SOURCES FOR NON-UNE SERVICES AND INTEGRA'S DEMANDS RELATING TO UNE CONVERSIONS?

A. There is a direct relationship. Mr. Denney repeatedly invokes so-called "operational barriers" and alleged anti-competitive conduct by Qwest in an attempt to establish a need for Integra's proposals. This argument implicitly assumes that Qwest is the only available source of alternative services and that regulation of those services – in the form of a same circuit ID requirement, for example – is therefore essential for CLECs to have meaningful access to the services. However, a finding of non-impairment, as I describe above, necessarily establishes that Integra has the opportunity to self-provision non-UNE services and can obtain them from providers other than Qwest. Thus, the underlying premise of Integra's demands – the premise that Qwest is the only game in town – is simply wrong. Moreover, the fact that there are alternative sources other than Qwest and that a wire center has been deemed non-impaired means that Qwest's non-UNE services are not subject to the type of regulation that Integra seeks to impose.

Q. HAS QWEST PREVIOUSLY PROVIDED THIS COMMISSION WITH EVIDENCE OF THE MULTIPLE ALTERNATIVE SERVICE PROVIDERS AVAILABLE TO CLECS?

A. Yes. In a proceeding involving this Commission's attempt to set prices for the elements and services that Qwest provides under Section 271 – PUC Docket No. P-421/C-05-

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QWEST CORPORATION

SURREBUTTAL TESTIMONY OF RENÉE ALBERSHEIM

OCTOBER 16, 2009

1 rules and regulatory authorities governing Section 251 elements, and there are rules and
2 regulatory authority applicable to products sold through interstate tariffs.

3 It would also not be wise for Qwest or any other carrier to ignore the standards under
4 which the telecommunications industry operates. These standards exist to allow carriers to
5 work with each other, and to ensure some consistency within systems and in carrier–to-
6 carrier transactions.

7 Dr. Fagerlund would suggest that Qwest could "choose" to ignore these realities, but as
8 Qwest sees it, choosing to ignore regulations and choosing to ignore industry standards is
9 not an option.

10 **Q. DR. FAGERLUND STATES SEVERAL TIMES THAT THE CORE OF QWEST'S**
11 **ISSUES WITH IMPLEMENTING INTEGRA'S DEMANDS IS QWEST'S OSS.[41]**
12 **PLEASE RESPOND.**

13 A. First, I must point out that Dr. Fagerlund cites testimony from another Department of
14 Commerce witness to support his critical comments about Qwest's OSS. Importantly, the
15 fact that some systems have been in use for multiple years does not mean that they are
16 antiquated. Qwest augments and updates its systems on a regular basis to incorporate the
17 latest technology and to allow Qwest to provision the latest products and services to all of
18 its customers. Dr. Fagerlund's testimony does not contain any analysis of these regular

[41] *See* for example Fagerlund Reply at pages 6 and 15.

Q. DR. FAGERLUND CONSIDERS THE COMPARISON OF QWEST'S UNE-P TO QPP AS A POWERFUL EVIDENCE THAT HIS OPTION FOUR IS PRACTICAL.[51] IS THE QPP EXAMPLE A VALID COMPARATIVE?

A. No. As I noted in my testimony above, the conversion of QPP did not involve changing a service from one circuit to two circuits as happens when a UNE EEL is converted to a commingled EEL.

Q. DR. FAGERLUND DISMISSES QWEST'S USE OF STANDARD INDUSTRY PRACTICES AS EVIDENCE THAT ILECS ARE ABLE TO CREATE OPERATIONAL BARRIERS. HOW DO YOU RESPOND?

A. If industry standards were used by ILECs to create operational barriers for CLECs, the practices would be forced to change by the industry. There are a number of regulatory remedies in place to prevent ILECs from creating operational barriers and that provide incentive to ILECs to ensure that operational barriers are indeed not created. Dr. Fagerlund has broadly condemned ILECs without support for his condemnation. Industry standards are not created by ILECs to benefit only ILECs. They are created and supported by a broad spectrum of industry participants to benefit the industry as a whole.

For example, the Ordering and Billing Forum ("OBF") of the Alliance for Telecommunications Industry Solutions ("ATIS") "provides a forum for representatives

[51] Fagerlund Reply at page 25.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-11

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Open Product/Process CR PC121106-1 Detail

Title: Grandfathering ADSL Compatible UBL

CR Number	Current Status Date	Area Impacted	Products Impacted
PC121106-1	Completed 3/21/2007	Ordering	Unbundled Loop

Originator: Buckmaster, Cindy

Originator Company Name: Qwest Corporation

Owner: Buckmaster, Cindy

Director: Coyne, Mark

CR PM: Esquibel-Reed, Peggy

Description Of Change

REVISED 1/17/2007:

Removing ADSL Compatible UBL from the Negotiations Template for future contract negotiations. See attached minutes from previous CR (PC102704-1ES). The NC/NCI Combinations to be grandfathered include: 02QB9.00A/02DU9.00A, 02QB9.01A/02DU9.01A, 02QB9.00C/02DU9.00C, 02QB9.01C/02DU9.01C.

This change is being made consistent with Qwest's implementation of FCC Report and Order and NPPR, FCC 05-150 Adopted: 8/5/05 Released: 9/23/05

105. In so concluding, we reject arguments that companies using their own facilities to provide wireline broadband Internet access service simultaneously provide a telecommunications service to their end user wireline broadband Internet access customers.326 The record demonstrates that end users of wireline broadband Internet

access service receive and pay for a single, functionally integrated service, not two distinct services.327 This conclusion also is consistent with certain past Commission pronouncements that the categories of 'information service' and 'telecommunications service' are mutually exclusive.328 Moreover, the fact that the Commission has, up to now, required facilities-based providers of wireline broadband Internet access service to separate out a telecommunications transmission service and make that service available to competitors on a common carrier basis under the Computer Inquiry regime has no bearing on the nature of the service wireline broadband Internet access service providers offer their end user customers.329 We conclude now, based on the record before us, that wireline broadband Internet access service is, as discussed above, a functionally integrated, finished product, rather than both an information service and a telecommunications service.

106. Finally, some parties argue (without clearly distinguishing between the transmission component as a wholesale input and transmission used to provide the information service to the end user) that Commission precedent mandates that we classify the transmission underlying wireline broadband Internet access as a telecommunications service.330 We disagree. As an initial matter, as the Supreme Court held in relation to the transmission underlying cable modem service, 'the Commission is free within the limits of reasoned interpretation to change course if it adequately justifies the change.'331 The Court acknowledged the Commission's ability to respond to changed circumstances and market conditions, factors which serve as the basis for the actions we take in this Order.332 The previous orders upon which commenters rely assumed, correctly in each instance, that the offering of DSL transmission on a common carrier basis was a telecommunications service.333 These decisions, however, did not address the important threshold public interest issue we address in this Order - whether this broadband transmission component must continue to be offered to competing providers of facilities-based wireline broadband Internet access service on a common carrier basis. And as we explain above, the current record does not support a finding or compulsion that the transmission component of wireline broadband Internet access service is a telecommunications service as to the end user.334

Qwest alternatively offers the 2-wire non-loaded Unbundled Loop already available in Qwest's Wholesale Product family.

ORIGINAL 12/11/2006:

Limiting the Availability and Applicability or functionality of an existing product or existing feature.

Date	Action	Description
12/11/2006	CR Submitted	
12/11/2006	CR Acknowledged	
12/14/2006	Discussed at Monthly CMP Meeting	Discussed in the December Monthly Product Process CMP Meeting.
12/19/2006	Communicator Issued	PROD.12.19.06.F.04410.Grandparent_ADSL (Level 4)
1/17/2007	Record Update	Received Revision To CR Description.
1/18/2007	Communicator Issued	PROD.01.18.07.F.04457.QwestDelayResp_UBL_ADSL (Level 4)
1/17/2007	Discussed at Monthly CMP Meeting	Discussed in the January Monthly Product Process CMP Meeting.
2/5/2007	Communicator Issued	PROD.02.05.07.F.04491.ReNotice_Grandparnt_ADSL (Level 4 Re-Notice & Qwest Response to Comments)
2/21/2007	Discussed at Monthly CMP Meeting	Discussed in the February Monthly Product Process CMP Meeting
3/2/2007	Communicator Issued	PROD.03.02.07.F.04536.Final_ADSL_Grandparenting (Level 4)
3/21/2007	Discussed at Monthly CMP Meeting	Discussed in the March Monthly Product Process CMP Meeting

Project Meetings

March 21, 2007 Product Process CMP Meeting: Peggy Esquibel Reed-Qwest stated

that a Level 4 had gone out on December 19, 2006, the delayed response notice on January 18, 2007, the Level 4 re-notice on February 5th, and the Final Notice with the Qwest response to comments on March 2nd. Peggy then noted that this change was effective on March 19, 2007 and stated that Qwest would like to close the CR. There was no objection to the closure request.

- February 21, 2007 Product Process CMP Meeting: Peggy Esquibel Reed-Qwest stated that the Level 4 re-notice had been sent on February 5th and that 2 comments had been received. Peggy noted that the Qwest Response to Comments would be available on March 2nd and that the proposed effective date is March 19th. There were no questions or comments brought forward. This CR is in Development Status.

- January 17, 2007 Monthly CMP Meeting Discussion: Mark Coyne-Qwest stated that this CR was discussed in December. Cindy Buckmaster-Qwest stated that Qwest received a number of comments and wants to address them. Cindy stated that she thought that everyone understood this effort and then received the comments. Cindy stated that it appears to still be unclear and apologized. Cindy asked if there were any questions before she starts going over the comments. There were no questions brought forward. Cindy stated that there are 2 pieces – she offered to start with general comments then specifically address CLEC respondents. General Comments: Qwest currently offers Unbundled Loop products and the ADSL Compatible UBL product cited in this CR is a type of Unbundled Loop. Cindy stated that there is a similar product, 2-wire non-loaded Unbundled Loop. On the ADSL Compatible UBL, Cindy stated that Qwest ran the loop request through an algorithm and it was limiting to locations where Qwest provisioned DSL. In contrast, 2-wire non-loaded loops will allow DSL nearly anywhere you want. The ADSL Compatible UBL was originally created in order for CLECs to use the same stringent algorithm that Qwest uses. That algorithm limits availability of DSL to customers that are within certain distances from the Central Office, don't have facilities with certain equipment on them, and don't have significant other influences on the line. On the other hand, the 2-Wire Non-Loaded UBL was originally created in order for CLECs to avoid the stringent algorithm that Qwest uses. This less stringent process allows availability of DSL capability to CLECs all the way up to the ANSI standard limitations without additional limiters. This product provides more flexibility for the capability of more current or stronger CLEC equipment capability. Per the Broadband Order, Broadband was moved from a Title 1 product to a Title 2 product. DSL is no longer a telecom product. It is a data product which is outside the telecom scope. It is up to the provider to decide whether or not it wants to be in the DSL market. This is applicable only to Qwest DSL and Qwest decided to provide it under a separate agreement for both Retail and Wholesale including the Commercial agreement available for UNE-P/QPP/QLSP, there is no impact to 2-wire non-loaded. DSL is no longer under the Tariff and Commercial Agreements will be needed. Qwest will no longer provide its DSL service via the Tariff and will remove the capabilities for the more stringent algorithm from its systems. Therefore, it is proposing that CLECs, who have more current DSL equipment, would still have the same (even better) capability to get qualification for DSL via the 2-Wire Non-Loaded UBL. Qwest will not make any changes to CLECs who currently have a

contract that includes provisions for the ADSL Compatible UBL. Qwest will not make any changes to contracts that are currently in negotiations in which this item is already available. Qwest will only remove the ADSL Compatible UBL from its family of UBL products that will be available at the expiration of your current contract. Qwest will not require you to disconnect any ADSL Compatible UBLs already in effect and will maintain those circuits until you disconnect or convert those services to a different product. Review of CLEC Respondents: Cindy then began the review of the submitted comments and noted that Cbeyond and ComspanUSA had submitted comments and are not in attendance. Cindy then stated that the Covad and Eschelon comments were pretty much the same. Comment submitted by Covad: Covad objects to this change request at this time. Qwest has not identified the specific circuit types affected and has not provided sufficient information from which those circuit types could be identified. Moreover, Qwest has not identified a sufficient legal or other basis to support the change request. Qwest is required to provide ADSL compatible loops to Covad pursuant to its effective interconnection agreements and other effective agreements as well pursuant to applicable law. Accordingly, Covad requests the following information from Qwest: 1. Identify the circuit type(s) affected by or identified in the change request ("Affected Circuits") including, without limitation, the NC/NCI codes, and all other circuit identification Qwest maintains in its records for the Affected Circuits. RESPONSE: The NC/NCI Combinations include: 02QB9.00A/02DU9.00A, 02QB9.01A/02DU9.01A, 02QB9.00C/02DU9.00C, 02QB9.01C/02DU9.01C. Covad comment continued: 2. State whether Qwest will accept orders for the Affected Circuits under the current and effective interconnection agreements, commercial line sharing agreement or any other applicable agreements between Qwest and Covad, notwithstanding the proposed grandfathering identified in the change request. RESPONSE: Yes, if your contract is still in effect. When the contract expires, we will renegotiate for 2-wire non-loaded UBL and it will be the same facility. There is no impact to what we are doing today. Bonnie Johnson-Eschelon stated that on a previous call it was said that if an ICA was currently being renegotiated, this would be included. Bonnie asked for confirmation. Cindy Buckmaster-Qwest said yes. Covad comment continued: 3.Identify the date after which Qwest will no longer accept orders for the Affected Circuits. RESPONSE: After the effective date of the new contract. Covad comment continued: 4. If the answer to any part of question 2 is no then, (a) identify all agreement(s) between Covad and Qwest under which Qwest will not provision the Affected Circuits after a date certain if the change request becomes effective;and (b) identify all terms and conditions of those agreements, if any, under which Qwest claims it has a right to refuse to accept orders for the Affected Circuits after a date certain if the change request becomes effective. RESPONSE: After the effective date of the new contract, and will renegotiate for 2/4-wire non-loaded UBL. There is no impact to what is currently occurring. Greg Diamond-Covad asked in regard to the template language, if Qwest would make available on an ICA amendment to implement. Cindy Buckmaster-Qwest stated that the templates are available on www.qwest.com and noted that the negotiations templates are constantly going through changes. Greg Diamond-Covad asked if the posted template is the up-to-date template for up-to-date agreements. Cindy Buckmaster-Qwest said yes. Greg Diamond-Covad asked to

confirm that for the identification of the circuit types, Covad looked and asked if the circuit types were those in Tech. Pub. 77384, page 321, table 3-14, and at the bottom. Posted there are four circuit types under ADSL compatible loops and asked if those were the effected circuits and asked if there were any others. Cindy Buckmaster-Qwest stated that was the exact spot (in Tech. Pub. 77384) and stated that there were no others. Greg Diamond-Covad asked for the difference between ADSL compatible UNE-L and 2/4 wire UNE-L and asked if they were substantially different. Cindy Buckmaster-Qwest stated that they were physically identical. Greg Diamond-Covad asked to confirm that the only thing that Qwest is doing is no longer making available the algorithm that tests circuits, to Qwest's standards. Cindy Buckmaster-Qwest said yes. Greg Diamond-Covad the asked for the technical reason. Cindy Buckmaster-Qwest stated that the reasons are that Qwest moved the product off the platform, moved it to a new platform, the broadband order, and due to new technology. Greg Diamond-Covad asked if Qwest's standard is more stringent then that of a 2/4 wire non-loaded loop. Cindy Buckmaster-Qwest said yes. Greg Diamond-Covad asked to confirm that Qwest is not delisting a UNE-L; Qwest is simply saying that Qwest will not test certain types under the more stringent algorithm. Cindy Buckmaster-Qwest stated that the NC-NCI codes drive it to the algorithm. Qwest IS delisting that set of NC/NCI codes that point to the old algorithm. Greg Diamond-Covad asked why and asked if it is historical that NC-NCI's that are assigned drive it to the algorithm. Cindy Buckmaster-Qwest stated yes and noted that it is due to parity. Greg Diamond-Covad asked if the circuit was more then 13,000 feet, it does not mean that Covad couldn't provide DSL. Cindy Buckmaster-Qwest confirmed that it does not mean that Covad couldn't. Covad comment continued: 5.Identify with specificity all laws, rules, regulations, commission decisions, regulatory agency decisions, court decisions or the decisions of any other tribunal or authority upon which Qwest relies upon to support the change request including, without limitation, full citations to the specific sections, paragraphs, subsections,subparagraphs, footnotes, notes, comments, remarks, recitations, page numbers or other writings in such laws, rules, regulations and decisions that Qwest relies upon to support the change request. RESPONSE: FCC Report and Order and NPPR, FCC 05-150. Adopted 8/5/05 and Released 9/23/05. The following paragraphs: (Comments to minutes received from Eschelon 1/26/07) – The following paragraphs are provided in response to the comments, however, were not discussed on the call. 105. In so concluding, we reject arguments that companies using their own facilities to provide wireline broadband Internet access service simultaneously provide a telecommunications service to their end user wireline broadband Internet access customers. 326 The record demonstrates that end users of wireline broadband Internet access service receive and pay for a single, functionally integrated service, not two distinct services. 327 This conclusion also is consistent with certain past Commission pronouncements that the categories of "information service" and "telecommunications service" are mutually exclusive. 328 Moreover, the fact that the Commission has, up to now, required facilities-based providers of wireline broadband Internet access service to separate out a telecommunications transmission service and make that service available to competitors on a common carrier basis under the Computer Inquiry regime has no bearing on the nature of the service wireline

broadband Internet access service providers offer their end user customers. 329 We conclude now, based on the record before us, that wireline broadband Internet access service is, as discussed above, a functionally integrated, finished product, rather than both an information service and a telecommunications service. Paragraph 106: Finally, some parties argue (without clearly distinguishing between the transmission component as a wholesale input and transmission used to provide the information service to the end user) that Commission precedent mandates that we classify the transmission underlying wireline broadband Internet access as a telecommunications service. 330 We disagree. As an initial matter, as the Supreme Court held in relation to the transmission underlying cable modem service, "the Commission is free within the limits of reasoned interpretation to change course if it adequately justifies the change." 331 The Court acknowledged the Commission's ability to respond to changed circumstances and market conditions, factors which serve as the basis for the actions we take in this Order. 332 The previous orders upon which commenters rely assumed, correctly in each instance, that the offering of DSL transmission on a common carrier basis was a telecommunications service. 333 These decisions, however, did not address the important threshold public interest issue we address in this Order – whether this broadband transmission component must continue to be offered to competing providers of facilities-based wireline broadband Internet access service on a common carrier basis. And as we explain above, the current record does not support a finding or compulsion that the transmission component of wireline broadband Internet access service is a telecommunications service as to the end user. 334. Covad comment continued: 6.Produce copies of any and all documents in Qwest's possession or control not otherwise publically available on www.qwest.com relating to the change request and/or the subject matter of the change request. RESPONSE: Can attach to the meeting minutes or point to the website. Lynn Oliver-Covad stated that she would let Qwest know if it is still requested. Covad comment continued: 7. Identify the name(s) of all agents, contractors, representatives or employees of Qwest that have had or currently have any direct or indirect involvement with the change request and/or the subject matter of the change request. Lynn Oliver-Covad stated that Covad would get back to Qwest on this one as well. END COVAD COMMENTS. Comment Received from Eschelon: Eschelon objects to Qwest's change request. Qwest needs to provide ADSL compatible loops under the Commission's and FCC's rulings as well as the ICA. RESPONSE: Cindy Buckmaster-Qwest stated that Qwest is continueing to provide under an ICA and stated that she could not find where ADSL Compatible Loop is required. Cindy then asked if Eschelon could point her to where that requirement is. Bonnie Johnson-Eschelon stated that she would check into and get back with Qwest. Eschelon comment continued: If CLEC orders a clean copper pair, Qwest needs to deliver a clean copper pair. RESPONSE: Qwest provides and is aavailable via a 2/4-wire non-loaded loop and is physically the same, it is just not run through the algorithm. Greg Diamond-Covad asked if Qwest would run the algorithm if a CLEC requested Qwest to do so. Cindy Buckmaster-Qwest stated that she believed not, because of the old platform and would have to look at how that would work and how much the funding would be. Cindy stated that it would likely be out of the scope of this CR. Greg Diamond-Covad noted that in the Tech. Pub. For ADSL Compatible Loop, it

states that the circuit would be run through an algorithm but that it was not a separate circuit at all. Cindy Buckmaster-Qwest said that was absolutely correct. Cindy then stated that it is compatible but that it is based on the equipment that the customer is using and that Qwest had no control over the customer's equipment. Cindy stated that it runs the same and that the CLEC would control how it works based on their equipment. Eschelon comment continued: Qwest cited no authority saying it need not do so (and it provided insufficient information to know how this would be affected). Qwest is still providing a line to its own customers, just as it needs to provide a loop to us. If Qwest choosesnot to place DSL over that pipe for its own customers, that does not prevent CLECs from choosing to do so for their own on-net customers. RESPONSE: Correct. Qwest is still providing via 2/4 wire non-loaded loop. Bonnie Johnson-Eschelon asked if all of this information would be in the meeting minutes. Cindy Buckmaster-Qwest said yes. Eschelon comment continued: One of the purposes of the Act was to allow choices and diversity. Qwest needs to continue to provide that ADSL compatible loop to CLECs. RESPONSE: Cindy Buckmaster-Qwest asked Eschelon to point her to where this requirement is stated. Greg Diamond-Covad asked that if Covad were to order Qwest Resale DSL, under the Commercial High Speed Internet, if the circuits would get run through the algorithm. Cindy Buckmaster-Qwest stated that they would be run under some algorithm as Qwest HSI. Greg Diamond-Covad asked if it would be as stringent as the current algorithm. Cindy Buckmaster-Qwest stated that she would need to refer that question to the Retail arm. Greg Diamond-Covad stated that he would also ask Cliff Dinwiddie (Qwest). Eschelon comment continued: If Qwest is claiming that there is a change of law, then Qwest needs to use the change of law provisions of the ICAs and, for new ICAs, provide the basis for its position in negotiations. The notice contains very little informatio!n, and Qwest was unable to provide additional detail at the recent CMP meeting. Qwest said at the meeting that this change will not affected ICAs in arbitration and Qwest will not re-open closed language (so ADSL will be available under those negotiated/arbitrated ICAs), but Qwest's notice and proposed PCAT change do not include this statement. RESPONSE: Cindy Buckmaster-Qwest stated that she has been the only person speaking to this and that she thought that everyone had an understanding of this effort. Cindy asked if there were additional questions, to please bring them forward and ask them now. Cindy then stated that the intent is that the contracts under renegotiations are not subject to this change (Comments to minutes from Eschelon 1/26/07 - if the language is closed.) Bonnie Johnson-Eschelon said thank you. Cindy Buckmaster-Qwest stated that there is a footnote in the new template that says that the existing Resale Qwest DSL service was grandfathered effective January 28, 2006 and will not be available as a new service. Likewise, ADSL compatible UBL is not available in new contracts executed on the Negotiations Template after xx/xx/xx. CLECs who sign the new contract will be able to maintain their existing ADSL Compatible UBLs until they are disconnected. No new ADSL Compatible UBLs can be ordered under this new contract. For information on alternative UNE products, contact your Qwest Sales Executive. Cindy noted that the x's for the dates are because the date is depends on when a CLEC signs the contract and that the date will be different for all. Cindy said that Qwest made available as 2-wire non-loaded loop and then stated that she was open

to modifying the CR. Kim Isaacs-Eschelon asked if Cindy was referring to the template that is posted on the Qwest web site. Cindy Buckmaster-Qwest stated that the template currently has ADSL Compatible loops in it and will be updated at the next posting. Cindy isn't personally responsible for posting so is unaware of when that will take place. None-the-less, until the new template posts, CLECs who have a need to negotiate from the current template will be allowed to continue to offer ADSL Compatible UBLs. Bonnie Johnson-Eschelon asked that if they use the template or not, when they started negotiations, if it was available, if it would stay. Cindy Buckmaster-Qwest said Negotiations generally begin with the template. If the product is in that template - yes. Greg Diamond-Covad asked if Qwest could document the clarity of what is happening, needs some record with clarity of what is happening today, with detail of the 4 NC-NCI codes. Cindy Buckmaster-Qwest stated that the information would be published within the meeting minutes. Greg Diamond stated that the meeting minutes would be a good place to do that. Bonnie Johnson-Eschelon noted (Comments to minutes received from Eschelon 1/26/07 in response to Cindy Buckmaster's comment above to ask question today) that this is a forum for questions but this is dealing with issues that are more technically complex; legal and negotiations. Bonnie stated that all took the information back and that is what prompted these questions. Bonnie stated that she may have more questions after today. Cindy Buckmaster-Qwest said okay. Eschelon comment continued: When Integra requested additional information at the CMP meeting, Qwest said it would provide more information, but did not commit to doing so before or even within the comment period. Eschelon has also, since then, requested additional information, including the NC/NCI codes that would be affected. Qwest has provided insufficient information for full comment. RESPONSE: Cindy Buckmaster-Qwest stated that she was not aware of what Integra requested that was not provided and noted that the NC-NCI codes have been discussed. Cindy asked Eschelon to provide specific information as to what was not provided. Kim Isaacs-Eschelon stated that it would have been to get the NC-NCI codes in the CR, which is what Sheila Harris (Integra) asked for in last months meeting. Cindy Buckmaster-Qwest stated that she was not aware of the request and stated that she would modify the CR to include the NC-NCI codes. Sheila Harris-Integra stated that she would appreciate that. Kim Isaacs-Eschelon asked if it was possiblt to re-notice so they could submit comments. Cindy Buckmaster-Qwest stated that we could discuss that at the end of this discussion. Eschelon comment continued: In addition, Qwest has chosen to distribute this notice over the holidays, when it is known that many individuals, including many at Qwest, are unavailable. This creates the appearance that Qwest is attempting to avoid a full and fair comment opportunity. To the extent t!hat Qwest continues to pursue this through CMP, Qwest should w!ithdraw this notice and renotice this CR in the new year with more detailed information, including a statement about negotiated/arbitrated ICAs including ADSL compatible loops and providing the affected NC/NCI codes, and allow a comment period after that new notice,so CLECs have information upon which to provide informed comment. RESPONSE: Cindy Buckmaster-Qwest stated that there was no malicious intent to cram the timeframe. END ESCHELON'S COMMENTS. Recived Comment from Integra: Integra Telecom supports the comments filed earlier today by Eschelon and Cbeyond and therefore

strongly objects to the proposed change. RESPONSE: Cindy Buckmaster-Qwest asked if Sheila Harris (Integra) got answers to her concerns. Sheila Harris-Integra said yes, with the NC-NCI codes. END INTEGRA COMMENT. Cindy Buckmaster-Qwest stated that a comment was submitted by McLeod and noted that they were not in attendance in this meeting. Sheila Harris-Integra stated that McLeod is the third company that is not on this call and asked if Cindy could still share the information with the todays call participants. Received Comment from McLeod: McLeodUSA objects to this change request. Qwest has not provided any justification for their removal of this unbundled loop as a service offering. Providing XDSL loops is required per the TRRO. RESPONSE: Cindy Buckmaster-Qwest stated that this is just another DSL type of loop and that Qwest is just eliminating this type of loop. END MCLEOD COMMENT. Received XO Comment: XO has reviewed the proposed change as well as the comments made by Eschelon and Cbeyond. XO opposes Qwest's proposed changes on the same grounds as stated by Eschelon and Cbeyond in their comments. RESPONSE: Cindy Buckmaster-Qwest stated that this has been addressed. END XO COMMENT. Cindy Buckmaster-Qwest then reviewed the comment received from Cbeyond: Cbeyond objects to this change. Qwest has not provided any justification for their removal of this unbundled loop as a service offering. xDSL capable loops are required by the TRRO and may not be arbitrarily removed at the whim of the ILEC. RESPONSE: Cindy Buckmaster-Qwest stated that this has been addressed with McLeods comment. END CBEYOND COMMENT. Cindy Buckmaster-Qwest then reviewed the comment received from ComspanUSA: As I read this it seems we will no longer be able to resell Qwest DSL to our customers to whom we resell Qwest dial tone. Is this correct? RESPONSE: Cindy Buckmaster-Qwest stated that this is an unrelated issue and would need the Resale product manager to address HSI. END COMSPANN COMMENT. Greg Diamond-Covad asked that in proposing this change, if it was Qwest's position that loops under applicable law, if they are less capable of provisioning DSL, is less robust, then what Qwest would have for their own Retail customers. Cindy Buckmaster-Qwest stated that this is just the opposite. The CLEC will have more access to your end users then you currently do, which is that we would provide where the algorithm would allow and is limited. Cindy stated that there would be no degrading of the circuit. Cindy Buckmaster-Qwest then asked if we could reintroduce the CR and re-open the comment period. Susan Lorence-Qwest stated that since the comment cycle closed and the responses are due tomorrow (January 18), and Cindy has responded to the questions, we can issue a formal response to comments and extend the implementation date or we can reissue the Level 4 notice and start all over again with an attachemnt which would include the information shared today. Mark Coyne-Qwest asked if the preference would be for Qwest to renotice with a new comment cycle. Greg Diamond-Covad stated that he would like the comment period to start again and stated that they would need the detail that was provided today. Susan Lorence-Qwest stated that Qwest would not issue the Final Notice on the level 4, would renotice with the information on the comment responses. Greg Diamond-Covad asked if it would have the detail that Qwest provided today. Cindy Buckmaster-Qwest said yes and noted that the information would include the NC-NCI codes and the citations from applicable legal rulings. The CLECs agreed that Qwest should renotice.

There were no additional questions or comments.

December 14, 2006 Monthly CMP Meeting Discussion: Cindy Buckmaster-Qwest presented the CR and stated that this would be in contracts on a going forward basis and that the product would no longer be available. [Comment from Eschelon: Cindy Buckmaster-Qwest presented the CR. Cindy stated Qwest did not want to surprise anyone and stated that this product would not be in contracts on a going forward basis and that the product would no longer be available. Cindy said that this will only impact CLECs as they renegotiate.] Cindy noted that this is to mirror Retail and will have no impact on the current contracts, until contracts expire and will then need to be renegotiated for a 2 wire non-loaded and would really be the same service. Mark Coyne-Qwest asked if there were any questions. Bonnie Johnson-Eschelon stated that she would review this request internally with Eschelon. Bonnie stated that she wanted to recapture what Cindy said and stated that all contracts would be honored, including new, and would not be available in new contracts. Bonnie asked to confirm that there would be a comparable product that would do the exact same thing. Cindy Buckmaster-Qwest stated that Eschelon's contract is currently in negotiation. [Comment from Eschelon: and that will not change. This product will remain in that contract until it expires.] Bonnie Johnson-Eschelon asked if this request would change the current negotiations. [Comment from Eschelon: Bonnie Johnson-Eschelon confirmed this request would not change the current negotiations.] Cindy Buckmaster-Qwest said there would be no impact to the current negotiations. Sheila Harris-Integra asked if it was possible to get an overview, as the information in the CR is limited. Cindy Buckmaster-Qwest stated that she would put the information in the meeting minutes. Sheila Harris-Integra asked when they would be available. Mark Coyne-Qwest stated that they would be available in 5 business days. Mark Coyne-Qwest asked if there were any additional questions or comments. There were none. This CR moves to Presented Status.

Qwest Response to Document In Review

Response Date: **March 02, 2007**

Document: **Product: CMP - Re-Notice - Grandparenting Asymmetric Digital Subscriber Line (ADSL)**

Original Notification Date: **February 05, 2007**

Notification Number: **PROD.02.05.07.F.04491.ReNotice_Grandparnt_ADSL**

Category of Change: **Level 4**

Qwest recently posted proposed updates to CMP - Re-Notice - Grandparenting Asymmetric Digital Subscriber Line (ADSL). CLECs were invited to provide comments to these proposed changes during a Document Review period from February 05, 2007 through February 20, 2007. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

Resources:
Customer Notice Archive http://www.qwest.com/wholesale/cnla/
Document Review Site http://www.qwest.com/wholesale/cmp/review.html

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at cmpcomm@qwest.com.

Qwest Response to Product/Process **CMP - Re-Notice - Grandparenting Asymmetric Digital Subscriber Line (ADSL)** Comments

#	Page/ Section	CLEC Comment	Qwest Response
1		*Covad* *February 05, 2007* Comment: *Comment on behalf of Covad Commications:* *At the CMP meeting on December 17, 2007, Qwest represented that it would provide a complete written explanation regarding the actual impact of this change request.* *At that meeting, Qwest stated verbally that this CR would not result in the grandfathering of any particular physical circuit or circuit type. Rather, Qwest represented verbally that this CR was intended only to*	Qwest stated that it IS grandfathering the specific NC/NCI codes that apply to the ADSL Compatible UBL. That grandfathering will not impact your current contract. The NC/NCI Codes that are available to you today will be available to you until such time as your current contract expires. The new contract will not carry a product under the same NC/NCI Code combination. However, it is the NC/NCI code that drives the request to Qwest Loop Qualification algorithm.

		grandfather the availability of the loop qualification algorithm that it uses for its own retail DSL finished service or product. *By letter February 5, 2007 re-noticing this CR, Qwest failed to state the impact of this CR.* *Rather, it simply repeated what it said in prior written communications on this matter, to wit:* *"Qwest will be grandparenting ADSL compatible UBL on new contracts executed on the Negotiations Template."* *This written representation again can only be read to mean that Qwest is grandfatheringADSL compatible unbundled loops, which is a specific circuit type.* *There is no basis under applicable law that authorizes Qwest to grandfather this particular circuit type.* *Qwest has failed to state in writing the actual impact of this CR.* *Covad requests that Qwest reduce to writing its several verbal representations regarding the actual meaning and impact of this CR and publically post this explanation on the CMP website.* *If Qwest has provided this written explanation, Covad requests that it send a written notice containing this explanation to the CMP community or with a single click link to the exact location on Qwest's public website that contains this explanation.*	The NC/NCI Codes that are assigned for the 2-wire Non-Loaded UBL are still available, even into your new contract. That facility is physically the same facility as the grandfathered ADSL Compatible UBL. The only difference is the 2-wire Non-Loaded UBL NC/NCI combination does not drive the request to the Qwest DSL Algorithm. The CLEC can provide a 2-wire Non-Loaded UBL in any location without regard to Qwest's limitations to length and loss. If this response along with the notes on the CR PC121106-1 does not provide a complete answer to Covad, Qwest is willing to discuss further.

2		*Eschelon* *February 20, 2007* *Comment:* *Qwest has confirmed that Qwest's proposed change(s) will not apply to Eschelon; Qwest will continue to offer ADSL compatible loops under our current contract and under the closed language in the new contracts (when they become effective, after the arbitrations). The CMP minutes confirm this in both the December and January monthly meeting minutes. Eschelon reserves all of its right relating to ADSL compatible loops. Eschelon will address issues, if any, at the applicable time, such as when Eschelon and Qwest negotiate the contract after this one.*	Comment received and noted. Qwest would like to add that this applies to all CLECs with existing contact language or negotiation language that is currently closed.

Loop Qualification & Raw Loop Data

Qwest

March 13, 2009

Kim Isaacs
Advanced Telcom Inc.
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
kdisaacs@integratelecom.com

TO:Kim Isaacs

Announcement Date:	**March 13, 2009**
Proposed Effective Date:	**April 20, 2009**
Notification Number:	**PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP-Loop Qualification & Raw Loop Data CLEC Job Aid V25**
Level of Change:	**Level 3**

Summary of Change:
On March 13, 2009, Qwest will post planned updates to its Wholesale Product Catalog that include new/revised documentation for Loop Qualification & Raw Loop Data CLEC Job Aid V25. This update will be posted to the Qwest Wholesale Document Review site at http://www.qwest.com/wholesale/cmp/review.html. The updates for the Loop Qualification and Raw Loop Data CLEC Job Aid are identified in the Change Log on page 2 of the document.

Qwest is updating the description list for the Partial Loop Code field. In the Wire Center Raw Loop Data section two new codes will be returned for Wire Center Raw Loop make up. When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ADSL Loop Qualification tools, the following message may be returned:

Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.

This message indicates the existence of a Remote DSL Terminal at the cross-box serving the TN or Address you are attempting to qualify.

Current operational documentation is found on the Qwest Wholesale Web site at:
http://www.qwest.com/wholesale/training/desc_loopqualjobaid.html

Qwest

April 3, 2009

Kim Isaacs
Advanced Telcom Inc.
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
kdisaacs@integratelecom.com

TO:Kim Isaacs

Announcement Date:	**April 3, 2009**
Effective Date:	**April 20, 2009**
Notification Number:	**PROS.04.03.09.F.06222.FNLLoopQualCLECJobAidV25**
Notification Category:	**Process Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP-FINAL NOTICE with PARTIAL IMPLEMENTATION and Qwest Response to CLEC Comments on Loop Qualification & Raw Loop Data CLEC Job Aid V25**
Level of Change:	**Level 3**

Qwest recently posted proposed updates to Loop Qualification & Raw Loop Data CLEC Job Aid V25. CLECs were invited to provide comments to these proposed changes during a Document Review period from March 14, 2009 through March 28, 2009.

This notification included the following two updates to the Loop Qualification & Raw Loop Data CLEC Job Aid V25:

- Updates to the description list for the Partial Loop Code field to include two new codes for Wire Center Raw Loop makeup
- Identification of a new message indicating the existence of a Remote DSL Terminal at the cross-box serving the TN or Address you are attempting to qualify

As a result of a CLEC comments during the formal comment cycle and per CMP requirements, Qwest held an ad hoc meeting on March 26, 2009 to discuss. It was agreed that the changes related to the two new codes for Wire Center Raw Loop makeup were satisfactory and will be implemented on April 20, 2009 as scheduled. It was also agreed that the change associated with the new message indicating the existence of a Remote DSL Terminal will not be implemented at this time.

The responses have been posted to the Document Review archive web site under the original document review segment for Loop Qualification & Raw Loop Data CLEC Job Aid V25. The response will be listed in the Comments/Response bracket. The URL is http://www.qwest.com/wholesale/cmp/review_archive.html.

Resources:

Customer Notification Letter Archive	http://www.qwest.com/wholesale/notices/cnla/
Original Notice Number	PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25

If you have any questions on this subject, please submit comments at http://www.qwest.com/wholesale/cmp/comment.html.

Qwest Response to Document In Review

Comment Response Date: **April 3, 2009**

Document Subject: **CMP-Loop Qualification & Raw Loop CLEC Job Aid V25**

Initial Notification Date: **March 13, 2009**

Initial Notification Number: **PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25**

Category of Change: **Level 3**

Qwest recently posted proposed updates to CMP- Loop Qualification & Raw Loop CLEC Job Aid V25. CLECs were invited to provide comments to these proposed changes during a Document Review period from March 14, 2009 through March 28, 2009. The information listed below is Qwest's Response to CLEC comments provided during the review/comment cycle.

Resources:
Customer Notice Archive http://www.qwest.com/wholesale/notices/cnla/
Document Review Site http://www.qwest.com/wholesale/cmp/review.html

If you have any questions on this subject or there are further details required, please contact Qwest's Change Management Manager at cmpcomm@qwest.com.

Qwest's Response to Comments on Loop Qualification & Raw Loop CLEc Job Aid V25

#	CLEC Comment	Qwest Response
1	**Integra** **March 17, 2009** Integra (and its affiliates) objects to notice PROS.03.13.09.F.06150.LoopQualCLECJob Aid_V25. When Qwest provisions a product, such as an ADSL Loop, Qwest is obligated under the Interconnect Agreements and the Act not to interfere with the services related to or provided under the Interconnect Agreements. It is inappropriate for Qwest to state that it can degrade or impair the quality of service provided on an ADSL Loop sometime "in the future". Therefore, Integra requests that Qwest retract notice PROS.03.13.09.F.06150.LoopQualCLECJob Aid_V25 immediately. Thank you.	As a result of discussion in an ad hoc meeting held on March 26, 2009 to address CLEC objections, Qwest agreed not to implement the following message: *Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.* Based on these discussions, Qwest will review the message and will re-notify as appropriate. The March 26, 2009 meeting minutes are available at http://wholesalecalendar.qwestapps.com/.
2	**PAETEC**	As a result of discussion in an ad hoc

	March 23, 2009 McLeodUSA dba PAETEC Business Services objects to notice PROS.03.13.09.F.06150.LoopQualCLECJob Aid_V25. When Qwest provisions a product, such as an ADSL Loop, Qwest is obligated under the Interconnect Agreements and the Act not to interfere with the services related to or provided under the Interconnect Agreements. It is inappropriate for Qwest to state that it can degrade or impair the quality of service provided on an ADSL Loop sometime "in the future," This is of particular concern in situations where Qwest knows their actions will interfere with and/or degrade and impair the service, and Qwest will not take steps to avoid such negative impacts.. Therefore, McLeodUSA dba PAETEC Business Services requests that Qwest retract notice PROS.03.13.09.F.06150.LoopQualCLECJob Aid_V25 immediately. Also, as a note, PAETEC finds that Qwest's use of CMP notice(s) as a means to avoid their responsibility to work with CLEC in good faith to resolve issues is an inappropriate use of the CMP process. PAETEC brought issues (customers experiencing interrupted or impaired ADSL/SDSL services), which are directly due to Qwest's Remote DSLAM installation process, to light. This CMP notice does not constitute "good faith" on the part of Qwest. Thank you.	meeting held on March 26, 2009 to address CLEC objections, Qwest agreed not to implement the following message: *Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.* Based on these discussions, Qwest will review the message and will re-notify as appropriate. The March 26, 2009 meeting minutes are available at http://wholesalecalendar.qwestapps.com/.

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-12

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment K
xDSL[1] Summary of Key Events Since October 2007

For related documentation, see Attachment C and, for specific dates, see its Table of Contents (Att. C, pp. 006-007)

Note: Qwest requires CLECs to order xDSL capable loops, such as HDSL2, as non-loaded loops.

October 11, 2007 through June 20, 2008 – Escalation to Qwest Service Management, Including VP Level - Unsuccessful

Qwest repair personnel told Integra that Qwest assigns a 24 hour repair commitment time (which is the repair commitment time for the 2 wire analog loop) to a 2 wire non loaded loop, even though the repair commitment time should be 4 hours[2] because Qwest repair cannot differentiate between a 2 wire ***non loaded*** loop (which Qwest requires CLECs to use to order xDSL loops, *i.e.*, digital capability) and a 2 wire ***analog*** loop (which may be described as a voice grade loop).[3] On October 11, 2007, Integra escalated a repair issue to Qwest's service manager regarding this Qwest claim and also told Qwest service management that Qwest repair is not testing to HDSL digital parameters (*i.e.*, Qwest is limiting testing to voice parameters), and Qwest would not remove interfering bridged tap that could allow the circuit to carry applicable digital services.

For a period of more than eight (8) months, Integra made significant efforts to resolve the issue with Qwest service management via email correspondence and face to face meetings. Integra's Senior Vice President of Engineering and Corporate operations escalated the issue to Brian Stading at Qwest (Qwest's Vice President of service management). Responses and correspondence from Qwest generally came from Ken Beck at Qwest (Qwest's Regional Vice President of service management).

Qwest service management was unable to resolve the issue at any level. On June 20, 2008, Ken Beck ***referred Integra to the Qwest Change Management Process*** ("CMP").

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[1] The Qwest-Integra and Qwest-Eschelon Minnesota interconnection agreements ("Arbitrated ICA"), in Section 4.0 (Definitions), contain the following definition: ""Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including but not limited to the following: . . . 'HDSL2' or 'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps."

[2] Per Qwest's own Service Interval Guide (SIG), the repair commitment time for a 2 wire non loaded loop is 4 hours. *See page 61 of Qwest's SIG which shows that the repair commitment time for a 2 wire non loaded loop is 4 hours http://www.qwest.com/wholesale/downloads/2009/090413/InterconnSIG_PV95.doc*

[3] Although the industry uses certain "NC/NCI" codes to indicate the particular type of xDSL capable loop (*e.g.*, HDSL2) (see, *e.g.*, Arbitrated ICA §§9.2.6.2 & 9.3.5.1.2), Qwest has indicated that it nonetheless treats the latter ("NCI") codes are as informational only, and Qwest does not actually rely on the applicable industry codes when assigning and provisioning facilities (as discussed further in the CMP documents discussed below). See Attachment A, Row No. 11.

August 28, 2008 through April 3, 2009 - Both CMP Requests Denied

On August 28, 2008 Integra submitted a Qwest CMP Change Request (CR) entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" ("**Provision Loops per Request CR" or "NC/NCI CR**.").

Qwest indicated in CMP it was moving forward to implement a new Universal Service Ordering Code (USOC) in mid April 2009 that would help ensure that appropriate digitally capable loops were assigned when CLECs ordered xDSL services. Qwest then shifted position and indicated that, although it had said implementation of this USOC would improve its facilities assignment process, Qwest would condition moving forward with implementing the USOC on CLECs (including Integra) agreeing to perform cooperative testing on 100% of the installs. In other words, CLECs with a right to basic installations in their ICAs would no longer be able to order basic installations at Commission-approved rates and instead would have to order a form of testing that requires additional coordination and scheduling of personnel, at a higher rate, for 100% of these installs, even though such additional work may only be needed in a minority of cases. Qwest never justified tying these two things together. Qwest denied Integra's CR.

On February 4, 2009, Integra submitted a Qwest CMP CR entitled "Qwest will implement the USOC to correct the facility assignment for HDSL" ("**Facilities Assignment USOC CR**") in an effort to get Qwest to move forward with implementing the USOC while discussion of other issues continued. Qwest denied Integra's CR, even though Qwest had previously indicated that implementation of the USOC would help with resolution of the problem.

Integra escalated Qwest's denial of both CRs. Several CLECs joined the escalations.[4] Qwest denied both escalations.

For the CMP Detail, including copies of Integra's change requests and escalations, and Qwest's denials, see Attachment D, NC/NCI CR #PC082808-1IGXES (Escalation #45), and Attachment E, Facilities Assignment USOC CR #PC020409-1EX (Escalation #44).[5]

April 9, 2009 through Present – VP Level Escalations - Unsuccessful to Date

On April 9, 2009, Integra (Stephen Fisher, VP Corporate Operations) notified Qwest (Warren Mickens, VP Qwest Corporation and Qwest Director of Interconnection) that it was escalating these issues and invoking the dispute resolution process under its interconnection agreements. Also on April 9, 2009, Integra (Dan Wigger, VP of Operations, Minnesota) provided notice to Qwest (John Stanoch, President, Minnesota). [See Attachment C, pp. 001-005.] Counsel for Integra also contacted counsel for Qwest

[4] The following CLECs joined one or both of the escalations: TDS Metrocom, Velocity, PAETEC, Covad, XO Communications, Comcast, AT&T, Jagcom, and tw telecom.
[5] These documents are also available on Qwest's CMP website: http://www.qwest.com/wholesale/cmp/.

and provided additional authority for Integra's position. On April 16, 2009, Mr. Mickens responded for Qwest by stating: "Ken Beck will be Qwest's representative under section 5.18.2 of the Eschelon Minnesota ICA. He will represent Qwest regarding the issues you raised in your letter of April 9, 2009. . . ." Although Integra had escalated to a higher level at Qwest, Mr. Beck is the same individual who had been representing Qwest in discussions since at least October of 2007.

Qwest submitted a proposal to Integra on May 15, 2009, and Integra responded on June 4, 2009. On July 20, 2009, Integra contacted Qwest as it had received no response. Qwest responded on July 23, 2009, and Integra replied on August 4, 2009. On August 21, 2009, Qwest submitted questions to Integra about its reply. Most recently (as of the drafting of this Attachment K), company representatives met in Denver on November 13, 2009.[6]

Although discussions are ongoing, Qwest has not yet provided any solution or proposal, via its service management team, executives, legal team, or CMP, that indicates the issue will be resolved without Commission action. In the meantime, the problem continues. Although Qwest's attorney has pointed to the fact that executive-level discussions are taking place as an alleged reason for not removing bridge taps,[7] Integra has clearly communicated to Qwest that its rights under the contracts and the law are not suspended simply because the companies are discussing escalated issues.[8]

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[6] At the 11/13/09 meeting, Integra's President & Chief Operating Officer and its Vice President, Corporate Operations reviewed with Mr. Beck of Qwest the presentation that is attached to the Comments as Attachment B.

[7] See, *e.g.*, Qwest (attorney Daphne Butler) 11/2/09 email to Integra: "As to states, such as Washington, where your ICAs do not provide for a special copper loop, it is my understanding that Qwest has provided Integra with a proposal . . . . I also understand that Qwest is currently waiting for a response to that proposal." In Washington, an Integra end user customer was experiencing service-affecting problems, and although Integra provided Qwest with current ICA provisions that require Qwest to condition the loop (remove bridge tap), Qwest refused to remove the bridge tap, providing in its 11/2/09 email only the above-quoted explanation for its refusal. [Note: Minnesota is also a state in which the ICA does "not provide for a special copper loop."]

[8] See, *e.g.*, Integra 11/16/09 email to Qwest (including Qwest attorney Daphne Butler): ". . . Qwest is not relieved of any of its obligations under the law and the current ICAs simply because talks may be going on. After all, talks at the VP level have been going on between the companies since at least October of 2007 - more than two years. Qwest can hardly expect that Integra would forego its rights for a period of more than two years simply because Qwest was discussing those issues with us (which would create an incentive for Qwest to drag out any such talks). As I indicated previously, unless and until some other resolution were to be reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. There is no suspension of our rights in the meantime."

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-13

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

From: Dobesh, Mary [mailto:Mary.Dobesh@qwest.com]
Sent: Monday, January 21, 2008 9:35 AM
To: Isaacs, Kimberly D.
Subject: RE: ESCALATION - [CUSTOMER INFO REDACTED]munity -- WA customer R131.0

QWEST FINAL SUPPLEMENTAL RESPONSE – January 18, 2008

Qwest regrets our delay in responding to your inquiry. However, Qwest has completed a thorough review of the requirements for the LX-N product offering before responding to your questions. The answers to your specific questions are below. If you require more information on this topic, please let us know, and we will schedule a call to discuss the technical parameters for this product with you.

Thank you,

Mary Dobesh
Service Manager
Wholesale Markets
801-239-5335 desk
801-239-4070 fax
mary.dobesh@qwest.com

[NOTE: *Responses below - in red/bold - were inserted by Qwest (see Qwest email above)*]

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Wednesday, November 14, 2007 8:13 AM
To: Dobesh, Mary; Isaacs, Kimberly D.
Subject: RE: ESCALATION - [CUSTOMER INFO REDACTED]-- WA customer R131.0

Hello Mary,

After further review of Qwest's response Integra/Eschelon has some follow up questions.

1. In Qwest's response indicates that the Qwest Technical Publication states: "The NCIs do not affect transport designs or performance." If this is the case, why are the NCI codes required on the LSR when requesting a 2 Wire Non-Loaded Loop?

   The Technical Publication (Tech Pub) 77384, Chapter 3, Section 3.4.3, and Section 3.8.3 states that: "For Unbundled Loop LX-N and LXR-, Network Channel (NC) codes, the Network Channel Interface (NCI) codes are informative to Qwest. The customer specifies the NCIs to communicate to Qwest the character of the signals the customer is connecting to the network at each end-point of the metallic circuit. The NCIs do not affect transport designs or performance."

   In Section 3.5, the document states that "The NCI code is an encoded representation used to identify five interface elements located at a Point of Termination (POT) at the CO or the End User (EU's) location. The interface elements are physical conductors, protocol, impedance, protocol options and Transmission Level Points (TLPs). Only the first four components are used for Unbundled Loop service."

   The Tech Pub contains additional information in Section 3.6.1 which states again that "The first three fields of the NCI code are required. The last two are generally optional but may be required in certain situations. Only the first four components are used for

Unbundled Loops." This same information is also provided in Chapter 6 of the Tech Pub document. Because either the first four or all components of the NCI code is used in provisioning the circuit, the code is required on the LSR as standard information.

2. Please define "excessive bridge tap" as it pertains to a 2 Wire Non-Loaded Loop with HDSL NCI codes. The Tech Pub does not define "excessive bridge" tap. I am assuming the "excessive bridge tap" is the amount of bridge tap that would interfere with the circuit's ability to perform at the HDSL technical specifications as this outline in ANSI T1E1?

   According to ANSI standards, excessive is the same as interfering BT. Excessive or interfering BT for the Unbundled 2 Wire Non-Loaded Loop, according to ANSI standards, and the TR028 Document, would be no single BT greater than 2000 feet and total BT of 2500 feet or less.

3. Qwest's response indicates that the "CLEC shall determine whether the available loop satisfies their service requirements". My assumption is that Qwest feels that it is the Integra/Eschelon's responsibility to review the available raw loop data at a given address to see if the loop will meet the HDLS technical specifications outline in ANSI T1E1. If this is the case a few questions arise. If the raw loop data indicates that there are 3 loops available with the following loop makeup: Loop 1 has no load coils and no bridge tap, Loop 2 has no load coils and 1000 ft of bridge tap and Loop 3 has no load coils and 3000 ft of bridge tap. Using the above example of raw loop data please answer the following questions:

   a. Because we know that Loop 1 would most likely meet the ANSI T1E1 technical specifications for HDSL, how would Integra/Eschelon request Loop 1 on our LSR? It has always been my understanding the CLECs can not "reserve" available loops.

      Integra/Eschelon cannot specifically request a facility, unless you request a Reuse of facilities on the LSR, according to the guidelines for Reuse. The CLEC cannot "reserve" available loops. The Qwest Assignment system will automatically look for a spare facility that is already qualified for the service requested. If the assignment system cannot assign the order to a qualified facility, the order will fall out for Manual Handling. At that point, a Qwest employee will look for spare facilities that can be "conditioned". Even though Qwest highly recommends that the CLEC use the Loop Qualification tools, e.g. Raw Loop Data Tool (RLDT) and Facility Check, it is noted on page 14 of the Loop Qualification and Raw Loop Data CLEC Job Aid, that "A response to a Facility Availability or Loop Qualification query does not reserve facilities nor does it guarantee that they will be available at the time a request for service is processed by the Service Center Representative. Loop Qualification information is reloaded or refreshed on a 20-business-day cycle".

   b. If we request conditioning (populating the SCA = Y) what conditioning would Qwest perform on Loop 1, Loop 2 and Loop 3.

      If QWEST loop inventory records do not identify any non-loaded, metallic loops: the CLEC has the option of requesting to unload an available loop or order a finished transport, private line service. The CLEC must clearly specify the type of conditioning that needs to occur. Such conditioning would include the removal of load coils and interfering bridged tap.

      Loop1 - No load coils and no Bridge Tap (BT) - No conditioning required.

Loop 2 – No load coils and 1000 feet of BT - No conditioning required, because 1000 feet of BT is within ANSI standards for an Unbundled 2 Wire Non-Loaded Loop.

Loop 3 – No load coils and 3000 feet of BT – Conditioning would be required to remove the interfering BT. As defined above in Question No. 2, excessive or interfering BT for Unbundled 2 Wire Non-Loaded Loop, according to ANSI standards, and the Qwest Technical Publication 77384, would be no single BT greater than 2000 feet and total BT of 2500 feet or less.

c. Based on the HDSL NCI codes we provide on our LSR would Qwest automatically assign Loop 1 or Loop 2 because they are more likely to meet the HDSL technical specifications?

No, the assignment system would NOT automatically assign Loop 1 or Loop 2 because they are more likely to meet HDSL technical specifications. The assignment system would first look for a spare loop that meets the Loop Qualification codes for the product LX-N or Unbundled 2/4 Wire Non-Loaded Loop, i.e. copper facilities with no loads and limited bridge tap. The assignment system always looks for pairs that meet the standard requirements for the product requested. If the system cannot automatically assign a qualified spare pair to the service request, the order will fall out for manual handling. At that time, a Qwest employee will look for other spare facilities that either qualify for the circuit, or that may require "conditioning". Additional information on the Manual Steps for Loop Assignment may be found on the Qwest Wholesale Website.

Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders. The Network Channel Interface (NCI) codes for the Unbundled Loop LX-N and LXR- products are informative to Qwest. The customer uses the NCI codes to communicate to Qwest the character of the signals the customer is connecting to the network at each end-point of the metallic circuit. The NCI codes do not affect transport designs or performance.

According to the Unbundled 2 and 4 Wire Non-Loaded Product Catalog:

"This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you. Digital Transport systems require facilities of this type to function. Characteristics associated with Unbundled Non-Loaded Loops are in accordance with the following end-user interfaces:

1. **2-wire digital interfaces support Digital Subscriber Line (DSL)**
2. **4-wire digital interfaces support Digital Data Services (DDS) or High-Bit-Rate Digital Subscriber Line (HDSL)**

4. Qwest's Repair department will often indicate that the amount of bridge tap is the causing the service issues on a 2 Wire Non-Loaded Loop but also indicate that it is within Qwest specification. The Qwest Testers will often state that an order needs to be submitted to remove the bridge tap on the existing circuit. I am not familiar with a change order LSR process that would allow a CLEC to remove bridge tap on an existing circuit. Please outline the LSR process, if there is an LSR process to request bridge tap removal.

Qwest does not offer a product or service in which a CLEC can request the removal of all bridge tap on a new circuit or an existing circuit. Therefore, Qwest employees should not be recommending that a CLEC place an order to remove bridge tap on an existing circuit. The Qwest employees have been retrained on the correct process.

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Wednesday, November 14, 2007 9:13 AM
To: Dobesh, Mary; Isaacs, Kimberly D.
Subject: RE: ESCALATION - -- [CUSTOMER INFO REDACTED] WA customer R131.0

Hello Mary,

After further review of Qwest's response Integra/Eschelon has some follow up questions.

1. In Qwest's response indicates that the Qwest Technical Publication states: "The NCIs do not affect transport designs or performance." If this is the case, why are the NCI codes required on the LSR when requesting a 2 Wire Non-Loaded Loop?

2. Please define "excessive bridge tap" as it pertains to a 2 Wire Non-Loaded Loop with HDSL NCI codes. The Tech Pub does not define "excessive bridge" tap. I am assuming the "excessive bridge tap" is the amount of bridge tap that would interfere with the circuit's ability to perform at the HDSL technical specifications as this outline in ANSI T1E1?

3. Qwest's response indicates that the "CLEC shall determine whether the available loop satisfies their service requirements". My assumption is that Qwest feels that it is the Integra/Eschelon's responsibility to review the available raw loop data at a given address to see if the loop will meet the HDLS technical specifications outline in ANSI T1E1. If this is the case a few questions arise. If the raw loop data indicates that there are 3 loops available with the following loop makeup: Loop 1 has no load coils and no bridge tap, Loop 2 has no load coils and 1000 ft of bridge tap and Loop 3 has no load coils and 3000 ft of bridge tap. Using the above example of raw loop data please answer the following questions:

    a. Because we know that Loop 1 would most likely meet the ANSI T1E1 technical specifications for HDSL, how would Integra/Eschelon request Loop 1 on our LSR? It has always been my understanding the CLECs can not "reserve" available loops.

    b. If we request conditioning (populating the SCA = Y) what conditioning would Qwest perform on Loop 1, Loop 2 and Loop 3.

    c. Based on the HDSL NCI codes we provide on our LSR would Qwest automatically assign Loop 1 or Loop 2 because they are more likely to meet the HDSL technical specifications?

4. Qwest's Repair department will often indicate that the amount of bridge tap is the causing the service issues on a 2 Wire Non-Loaded Loop but also indicate that it is within Qwest specification. The Qwest Testers will often state that an order needs to be submitted to remove the bridge tap on the existing circuit. I am not familiar with a change order LSR process that would allow a CLEC to remove bridge tap on an existing circuit. Please outline the LSR process, if there is an LSR process to request bridge tap removal.

Kim Isaacs
Eschelon *an Integra Telecom company*
ILEC Relations Process Specialist
Phone: 612-436-6038
Fax: 612-436-6138
Please note change in email address
Email: kdisaacs@integratelecom.com

From: Dobesh, Mary [mailto:Mary.Dobesh@qwest.com]
Sent: Tuesday, October 30, 2007 1:03 PM
To: Isaacs, Kimberly D.
Subject: RE: ESCALATION - [CUSTOMER INFO REDACTED]-- WA customer R131.0

Kim,

Thank you for your response. I will see that your concerns are addressed as soon as possible.

Mary Dobesh
Service Manager
Wholesale Markets
801-239-5335 desk
801-239-4070 fax
mary.dobesh@qwest.com

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Tuesday, October 30, 2007 11:38 AM
To: Dobesh, Mary; Isaacs, Kimberly D.
Cc: Johnson, Bonnie J.
Subject: RE: ESCALATION – [CUSTOMER INFO REDACTED] -- WA customer R131.0

Mary,
Thank you for the response. Integra/Eschelon will review in more detail and let you know if an ad hoc call is needed. After my initial review of the response, I would like to get clarification on a couple of points to confirm that Qwest addressed my action item. Action item: Please see that the Qwest test centers and repair centers are provided training to ensure this type of confusion does not continue to impair the resolution of 2 Wire Non-Loaded HDSL repairs.

It appears that Qwest agrees that an LX-N (2 Wire Non-Loaded Loop) is not the same as an LX— (2 Wire Analog Voice Grade Loop). Therefore it would be inappropriate for Qwest to apply the 2 Wire Analog Loop repair intervals to a LX-N loops, please confirm that the centers have been trained to recognize the difference between LX—circuits and LX-N circuits.

Additionally Tech Pub 77384 indicates that Unbundled Voiceband Channels (NC Code LX--) terminate using analog interfaces (Page 4-1) while the Unbundled xDSL loop (NC code LX-N) terminate to a digital interface, so I assume that it would be inappropriate for Qwest to state that an LX-N loop is an analog (voice grade) circuit during the repair process, please confirm.

Thank you.

Kim Isaacs
Eschelon *an Integra Telecom company*
ILEC Relations Process Specialist
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Please note change in email address
Email: kdisaacs@integratelecom.com

From: Dobesh, Mary [mailto:Mary.Dobesh@qwest.com]
Sent: Monday, October 29, 2007 4:29 PM
To: Isaacs, Kimberly D.
Cc: Johnson, Bonnie J.; Petersen, Richard J.
Subject: RE: ESCALATION - [CUSTOMER INFO REDACTED] -- WA customer R131.0

Kim,
Below is Qwest's response to R131.0.

QWEST RESPONSE - October 29, 2007:

Our testers and OSP techs perform tests for the product requested, which is an UBL 2Wire Non-Loaded loop. The ticket was closed to CPE by Qwest, because the loop meets ANSI standards for the LX-N product. According to Qwest documentation, this product is not expected to meet T1 transmission parameters.

The NCI codes Eschelon has referenced are for the CLEC to tell us what equipment they plan to put on the circuit. Qwest does not provision an LX-N circuit to be HDSL compatible.

Following are some references that point out that the actual physical characteristics of a loop may impact the data signal for a individual circuit. Qwest offers the LX-N product without any loop length limitations. However, we do not guarantee that every copper loop will support the equipment that a CLEC may provision at their end-user location.

Qwest would also like to point out that the TR028 document recommends that ILECS meet CSA (Carrier Serving Area) standard guidelines in deployment of new infrastructure. Qwest standards require that new cable construction meet industry guidelines. The document also points out that not all loops will necessarily meet the parameters to deliver the data signal.

The core tests Qwest performs are the same for both analog and digital signals. The primary difference is checking for loads and bridge tap for the non-loaded loops, i.e. LX-N. Qwest will provision to meet core standards, i.e. less than 2500 total bridge tap, with no single bridge tap greater than 2,000 feet. If your end-user equipment requires a different facility, with less bridge tap, then you may need to order a different product.

Please feel free to contact Service Delivery to schedule an ad hoc call to discuss this further.

Thanks,
Evelyn Montez
Staff Advocate
Regulatory Compliance
Qwest Communications, Inc.

FCC TRO 243

Upgrading telecommunications loop plant is a central and critical component of ensuring that deployment of advanced telecommunications capability to all Americans is done on a reasonable and timely basis and, therefore, where directly implicated, our policies must encourage such modifications. Although a copper loop can support high transmission speeds and bandwidth, it can only do so subject to distance limitations and its broadband capabilities are ultimately limited by its technical characteristics.

Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop - V20.0

Product Description

Unbundled Local Loop-2-Wire or 4-Wire Non-Loaded Loop is a basic 2-wire or 4-wire non-loaded loop with a transmission path from the Qwest Central Office (CO) Distribution Frame, or equivalent, to the loop demarcation point at the end-user premises.

This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you. Digital Transport systems require facilities of this type to function. Characteristics associated with Unbundled Non-Loaded Loops are in accordance with the following end-user interfaces:

- 2-wire digital interfaces support Digital Subscriber Line (DSL)
- 4-wire digital interfaces support Digital Data Services (DDS) or High-Bit-Rate Digital Subscriber Line (HDSL)

The Non-Loaded 2-Wire or 4-Wire loop has the following characteristics:

- Metallic facilities only, no carrier segments
- No Load Coils or build out capacitance, may have limited amount of remaining Bridged Taps
- Loop may be comprised of mixed gauges of cable
- Transmission characteristics of the two pairs making up the 4-wire facility may not be identical

Tech Pub 77384 Information

For Unbundled Loop LX-N and LXR-, Network Channel (NC) codes, the Network Channel Interface (NCI) codes are informative to QWEST. The customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit. **The NCIs do not affect transport designs or performance.**

The associated NC codes require that the service use non-loaded, metallic facilities. Those facilities shall be free of faults. The customer has responsibilities to inspect the character of the facilities, e.g. gauge, length, etc., and determine that it is appropriate for their application.

Each digital service and the specific transport equipment applied by the Competitive Local Exchange Carrier (CLEC) have its own tolerance to loop loss and bridged-tap. The CLEC shall determine whether the available loop satisfies their service requirements. A CLEC may use any method to make such a determination such as available raw loop data or by ordering and reviewing a QWEST provided Design Layout Record (DLR). The DLR provides information to the CLEC on items such as loop gauge make-up, bridged tap and the loop's total length. CLEC personnel shall determine if the available loop falls within the technical requirements of the service they intend to transport over the loop. For this unbundled service the NCI's are informative to QWEST and shall not affect the QWEST transport designs or performance.

Mary Dobesh
Service Manager
Wholesale Markets
801-239-5335 desk
801-239-4070 fax
mary.dobesh@qwest.com

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Thursday, October 11, 2007 1:43 PM
To: Dobesh, Mary
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: RE: ESCALATION - [CUSTOMER INFO REDACTED] -- WA customer R131.0

Hello Mary,

I have added this issue to the issues log Network/Repair tab as issue number R131.0. I would like Qwest to address this issue globally. The Qwest Testers need to know that while 2 Wire Non-Loaded HDSL circuits have a circuit id with a service code modifier (LXFU) that is the same as a regular 2 Wire Analog Voice Grade circuit. The technical specifications, testing perimeters and repair intervals for the 2 types of circuits are vastly different. When we order NC – LX-N and NCI code 02QB9.OOH we are requesting a 2 Wire Non-Loaded HDSL compatible loop, according to the Qwest Tech Pub this loop should meet the ANSI T1E1 Report Number 28 technical specifications. When Eschelon opens a repair ticket on a 2 Wire Non-Loaded HDSL compatible loop, Qwest should not use the technical specifications, testing and repair intervals for 2 Wire Analog circuits.

Action Needed:
Please see that the Qwest test centers and repair centers are provided training to ensure this type of confusion does not continue to impair the resolution of 2 Wire Non-Loaded HDSL repairs.

Thank you.

Snap Shot of Tech Pub 77384 NC/NCI Code information:

HIGH-BIT-RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE *			
LX-N	02QB9.00H	02DU9.00H	HDSL Compatible Loop, Metallic Facility ONLY per ANSI T1E1 Technical Report Number 28
LX-N	04QB9.00H	04DU9.00H	HDSL Compatible Loop, Metallic Facility ONLY per ANSI T1E1 Technical Report Number 28

Kim Isaacs
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ILEC Relations Process Specialist
Phone: 612-436-6038
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Please note change in email address
Email: kdisaacs@integratelecom.com

From: Petersen, Richard J.
Sent: Thursday, October 11, 2007 12:03 PM
To: 'Dobesh, Mary'
Cc: Isaacs, Kimberly D.; Petersen, Richard J.
Subject: ESCALATION - [CUSTOMER INFO REDACTED] -- WA customer
Importance: High

Mary -

We have a trouble ticket open on the above customer, and we need to escalate it with you.

[CUSTOMER INFO REDACTED]
Circ IDs: 4/LXFU/871632/PN and 4/LXFU/871633/PN
CEMR # OW094124

We ordered the T-1 for this customer with HDSL2 technology, thus two circuit IDs. The NCI code for both circuits is: 02QB9/00H, which, as Kim tells me, identifies the circuits as HDSL2 T-1 circuits. The problem is that Qwest (I had conversations with both a hi-cap person and a designed circuit person), per CEMR OW094124, does not recognize these circuits as hi-cap or HDSL2. They see the circuits as straight DS0, 2-wire circuits, although they agree that we ordered the circuits as unbundled, non-loaded loops (LX-N), that have a 4-hr. commit time. But they don't seem to recognize or understand what the 00H means in the circuit nomenclature. And the testing reported in the CEMR ticket shows copper testing, not HDSL2 testing.

Would you please work this issue within Qwest so that Qwest Repair recognizes this customer as having HDSL2 T-1 service and proceeds accordingly?

CEMR OW094124 was bonded back to us yesterday at 15:29, and we have not yet closed it.

Let me know if you have any questions.

Thank you!!

Rick Petersen
Supervisor, Repair Service Bureau
Eschelon Telecom, Inc.
An Integra Telecom Company
Voice: 612.436.6035
Fax: 612.436.6135
email: rjpetersen@eschelon.com

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-14

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment M: Matrix – xDSL Examples

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
A	QWEST REFUSING DIGITAL LEVEL SIGNALS VIA CONDITIONED COPPER LOOPS	
1	In 2008, Integra began to experience an increase in the failure rate of recently installed 2-Wire conditioned copper loops (Qwest Product Name 2-Wire Non-Loaded Loops) which were to provide end users with DS1-level service using HDSL2 technology. One particular instance occurred on circuit 3/LXFU/529246/NW. Integra requested a 2-Wire Non-Loaded Loop notifying Qwest that Integra intended to provide HDSL level service on the loop by using the valid Qwest HDSL NCI code (NCI Code: 02QB9.00H). On 4/24/08 Integra opened Qwest trouble ticket OE195797, Integra reported that the circuit was ordered as a 2-Wire Non-Loaded HDSL Loop, but it was outside the acceptable dB limits for HDSL. Integra provided the dB Loss measured at 196kHz. See also: Attachment 3, Attachment 11, Attachment 12	Qwest's response on ticket OE195797 was that this was "just 2-Wire DSL" for Qwest. Qwest communicated that would only complete the "core tests" (i.e. Voice Grade Testing at 1004 kHz and a 40kHz test.) After completing the voice grade testing Qwest closed the trouble ticket to No Trouble Found, applied a maintenance of service charge and noted "Passed all core tests for conditioned line = bouncing circuit. 1 hr. billable. T-1 on a POTS conditioned circuits."
B	QWEST RESTRICTING TESTING TO VOICE TRANSMISSION (e.g. 1004 Hz)	
2	On 4/28/09 Integra opened trouble ticket OW107200 on circuit 4/LXFU/919409/PN. Integra reported the circuit was ordered as a 2-Wire Non Loaded HDSL Capable Loop. Integra's tech was measuring a -30 dB Loss at 196 kHz which is above the limits for HDSL See also: Attachment 1, Attachment 6, Attachment 7, Attachment 8, Attachment 9, Attachment 10	Qwest's response on ticket OW107200 was that they would complete the "core test." The Qwest outside technician completed the core voice transmission tests indicating the circuit was good to the demarcation. The Qwest technician noted that the 40 kHz test was -22.1 dB not the -30 dB Loss that Integra reported. The Qwest technician did not test at 196 kHz which is the appropriate test level of HDSL service.

[1] Documentation corresponding to each Row of the Matrix appears at the end of this Attachment, by number.

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
C	**QWEST REFUSING DIGITAL SIGNALS FOR TWO-WIRE LOOPS**	
3	On 11/11/09 Integra reported trouble on ticket OE274542 for Circuit ID 3/LXFU/529091/NW (a 2-Wire conditioned copper loop used to provide DS1-level service via HDSL2 technology). Integra conducted tests and gave the results to Qwest, indicating it believed it had isolated the trouble to the Qwest network. See also: Attachment 1, Attachment 11, Attachment 12	Qwest insisted that Integra authorize the additional cost for Optional Testing. Integra inquired why Optional Testing was needed when Integra provided test results. Qwest responded that "this is an LX-N circuit not an HCFU [DS1 Circuit] and not a Qwest HDSL CKT."
D	**QWEST DENYING ACCESS TO ADSL CAPABLE LOOPS BASED ON ALLEGED GRANDPARENTING OF ADSL**	
4	On 2/5/09 Integra submitted a request (PON SD-2096633-CFA) requesting an ADSL Capable Loop. See also: Attachment A at Row 4 and Attachment J	Qwest's system rejected the request, preventing the order from going through. The Qwest reject notice said: "not contracted" for ADSL compatible loops (even though ADSL is specifically addressed in the ICA, see Comment section (A)(2)(f). Integra escalated the issue on 2/12/09 to Qwest's legal team. Qwest's legal team confirmed that Qwest's position is ADSL was not available per the ICA.
E	**QWEST REFUSING TO REPAIR/RESTORE SERVICE TO DATA/DIGITAL LEVELS, LEAVING CUSTOMER ADVERSELY IMPACTED**	
5	Integra requested a 2-Wire conditioned copper loop (Qwest Product: 2 Wire Non Loaded). Integra provided the NCI code indicating that the loop would provide HDSL level service. Qwest delivered Circuit ID: 5/LXFU/913614/PN on 2/27/08. The end user's DS1-level service delivered via HDSL2 technology was unstable. Integra opened three trouble reports with Qwest. • 6/25/08 Qwest Ticket OW113738 • 11/24/08 Qwest Ticket OW131833 • 7/1/09 Qwest Ticket OW155399 Qwest refused to test and repair the loop to digital levels. Qwest closed all 3 tickets to Customer Premise Equipment (CPE). Integra had no other alternative but to order a new DS1 Capable Loop to resolve the end user's service impacting issues. On 8/18/09 Qwest delivered DS1 Capable Loop 5/HCFU/234625/PN on Qwest order N45028826. Qwest provisioned DS1 Capable Loop using HDSL2 technology. On 9/24/09 Integra opened trouble ticket OW162754 the DS1 Capable Loop.	Qwest refused to test and repair HDSL circuit 5/LXFU/913614/PN to digital levels so that the HDSL service would continue to work. When Integra had no other choice but to order a DS1 Capable Loop to resolve the service impacting issues, Qwest provisioned the DS1 Capable Loops using HDSL2 technology similar to the technology Integra had previously ordered. When the DS1 Capable Loop needed repair so that it would continue to work Qwest repaired it.

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
F	QWEST REFUSING TO REMOVE CERTAIN DEVICES, INCLUDING BRIDGE TAP	
6	On 8/31/09 Integra requested a 2-Wire conditioned copper loop (Qwest Product: 2-Wire Non-Loaded Loop) on PON DC-2296640-DSL to provide Integra's end user with xDSL service. Integra authorized conditioning, per Qwest's process, by populating the SCA field with "Yes". In addition Integra placed Remarks on the request indicating "OGT [Integra] will pay for the removal of BT/LC [Bridge Tap/Load Coil]." Qwest delivered Circuit ID: 5.LXFU.968920..PN on 9/3/2009. In early October, Integra's end user customer reported that the circuit was not performing to its expectations. Between 10/3/09 and 10/13/09, Integra opened and escalated multiple Qwest trouble tickets in an attempt improve the performance of the end user's service. 10/3/09 Integra opened Qwest Trouble Ticket OW163402 because Integra saw a fault (a soft short) on the circuit which Integra believed was affecting the performance of the xDSL service. On 10/7/09, after Qwest closed trouble ticket OW163402 to "no trouble found" Integra opened Qwest Trouble Ticket OW163666 indicating Integra was still seeing a fault (low resistant soft short) on the circuit. Integra requested a vendor meet with Qwest and Integra asked Qwest to appropriately test the circuit.	On Qwest ticket OW163402, Qwest completed voice grade (1004 Hz) and 40 kHz testing (Qwest's "Core Test.") Qwest indicated that there was no trouble found and that the circuit tested okay. Qwest charged Integra for the dispatch. On 10/7/09 Integra opened ticket OW163666 indicating Integra was still seeing a possible fault on the circuit which may be diminishing the performance of the xDSL service provided on the Qwest circuit. Integra requested a vendor meet for 10/8/09. On 10/8/09 the Qwest and Integra technicians met at the customer premise. Qwest completed the voice grade and 40 kHz tests and indicated that the circuit passed the "Core Tests." Qwest would not conduct any of the additional testing that would be appropriate for digital service. 10/9/09 Integra denied closure of trouble ticket OW163666 because Integra was escalating the ticket to Qwest Service Management. Integra informed the Qwest Repair organization that Integra detected 800 feet of bridge tap 300 feet away from the customer's premise that Qwest should remove because Integra had reason to believe that the near end Bridge Tap was negatively impacting the xDSL performance. Qwest re-dispatched a technician because the original technician did not indicate there was bridge tap on the facility. The Qwest Design Layout Record showed the bridge tap contrary to this erroneous Qwest note. On 10/9/09 Qwest repair noted in the trouble ticket that "We [Qwest] will not rmv BT on this one, Core Tests are good. Center policy is not to remove the BT unless it is causing the core test [voice grade 1004 kHz and 40 kHz] to be bad." Integra escalated the issue to Qwest service management and Qwest's legal departments. Qwest agreed that Integra had a contractual right to an "unfettered" copper loop with no Bridge Tap. On 10/13/09 Qwest's legal team initiated trouble ticket OW164041 to remove the bridge tap. 10/14/09 Qwest removed 400 feet of

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
		Bridge Tap. Although Qwest finally removed the bridge tap, the customer experienced a delay in the restoration of service due to Qwest's initial refusal.
7	On 11/2/09, after the escalation described in Attachment 6, Integra opened trouble ticket OW165573 for Circuit ID: 5/LXFU/972907/PN, a 2-Wire conditioned copper loop used to provide xDSL service to Integra's end user customer. Integra requested a vendor meet with Qwest because the xDSL service was not performing as expected and Integra had reason to believe that there were Bridge Taps diminishing the ability to provide xDSL service on this circuit.	According to the trouble ticket notes for ticket OW165573, the Qwest technician was advised "Do not rmve [remove] BT [Brigde Tap] if we have good core test on CKT [circuit]." When the Qwest and Integra technicians met at the end user's premises on 11/3/09, the Qwest technician completed voice grade (1004 Hz) and 40 kHz tests "Core Test" and declared that there was no trouble found on the circuit. The Qwest technician determined that the 200 feet of Bridge Tap found within 200 feet of the customer premises was within the specifications so Qwest did not remove it. The Qwest trouble report indicates that Qwest intends to charge Integra for Optional Testing on this circuit.
8	On 10/26/09, after the escalation described in Attachment 6, Integra opened trouble ticket OW165003 for Circuit ID 5/LXFU/973721/PN, a 2-Wire conditioned copper loop used to provide xDSL service. Integra indicated 450 feet of Bridge Tap 680 feet from the customer premise was detected. Integra requested that Qwest remove the Bridge Tap so the xDSL can run appropriately. See also: Attachment 2, Attachment 9	On 10/26/09 Qwest dispatched a technician to the customer premise. The Qwest technician ran the voice grade (1004Hz) and 40 kHz "Core Tests" and determined that the circuit was in specifications without running additional test appropriate for digital service. Because the voice grade and 40 kHz tests were within Qwest's specification Qwest declared that the Bridge Tap was not "excessive" and refused to remove the Bridge Tap. On 10/27/09 Integra escalated the issue with Integra's Qwest service manager and Qwest legal. Qwest's stated it position that Qwest does not have an obligation to remove devices (Bridge Tap in this case) that could diminish the capability of the loop to deliver xDSL.
G	**QWEST CHARGING CLEC FOR REPAIR, EVEN THOUGH THE TROUBLE IS IN QWEST NETWORK (e.g. DUE TO BRIDGE TAP)**	
9	On 10/23/09 Integra opened trouble ticket OW164800 on Circuit ID 5/LXFU/972941/PN, a 2-Wire conditioned cooper loop used to provide xDSL service to Integra's end user customer. Integra reported that the xDSL service would not train at the customer premise and that there was reason to believe that the 440 feet of Bridge Tap 880 feet from the customer's premise may be	On 10/23/09 Qwest dispatched a technician to the customer's end user premise. The Qwest technician ran the voice grade (1004 Hz) and 40 kHz "Core Tests" and determined that the circuit was within specifications without running additional test appropriate for digital service. The Qwest ticket was closed indicating that the issue was in the Integra network and noted that the 150 feet of Bridge Tap within

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
	diminishing Integra's ability to deliver xDSL service to the end user.	800 feet of the demarcation was within Qwest's parameters. The Qwest ticket indicates that Qwest intends to bill Integra for the repair. Ticket OW164800 was part of the escalations mentioned in Attachments 6 and 8. Integra's end user customer cancelled its service, for both voice and data, because the customer was predictably unhappy with the xDSL situation created by Qwest.
10	On 10/16/09 Integra opened trouble ticket OW164257 for Circuit ID 5/LXFU/972243/PN, a 2-Wire conditioned copper loop used to provide xDSL service to Integra's end user customer. Integra had reason to believe that 261 feet of Bridge Tap 575 feet from the customer premise was diminishing the ability to deliver the expected xDSL service. See Also: Attachment 1, Attachment 2, Attachment 5, Attachment 6	On 10/23/09 Qwest dispatched a technician to the customer's end user premise. The Qwest technician ran the voice grade (1004Hz) and 40 kHz "Core Tests" and determined that the circuit was within specifications without running additional test appropriate for digital service. The Qwest ticket was closed indicating that the issue was with the customer premise equipment. The Qwest ticket also stated "If you [Integra] want BT [Bridge Tap] removed you will have to order that type of circuit." and "CLEC did not pay for BT remove." The Qwest ticket indicates that Qwest intends to bill Integra for the repair. It is important to note that, contrary to the Qwest technician's comments, Integra did request a 2-Wire condition copper loop (Qwest Product: 2-Wire Non-Loaded Loop] and authorized the conditioning charges to remove the bridge tap (see: PON CL-2334709-DSL).
H	**QWEST REFUSING TO PROCEED WITH REPAIR, UNLESS CLEC AUTHORIZES CHARGES FOR TESTING THAT IS SUPPOSED TO BE OPTIONAL**	
11	On 10/2/09 Integra's trouble isolation on Circuit ID: 3/LXFU/517831/NW (a 2-Wire conditioned copper loop used to provide DS1 level service via HDSL2 technology) led Integra to believe there was trouble within the Qwest network. Integra opened ticket OE270597 using CEMR the Qwest electronic repair GUI. Integra provided test results indicating that the service was "taking errors to the NIU." Integra also provided a description of "5K CRC errors tested 5 minutes QRSS to NIU."	Qwest placed ticket OE270597 in No Access or stop time (for the purposes of performance measurement) and electronically sent the ticket back to Integra indicating that Integra's test results were not valid. Qwest insisted that Integra provide valid test results or authorize the cost of Optional Testing. Because this was a service impacting issue, Integra had to authorize the additional cost for Optional Testing. Qwest dispatched the trouble ticket and Qwest found that there was a problem within the Qwest network.

#[1]	DESCRIPTION OF EVENT	DESCRIPTION OF QWEST RESPONSE
		On 10/2/09 Integra contacted its Qwest Service Manager inquiring why Qwest's insisted that Integra approve the cost for Optional Testing when Integra provided test results that were valid according to the Qwest Maintenance and Repair PCAT Test Results Information download. Initially, Integra's Qwest Service Manager indicated that Qwest should not have required Integra to approve the Optional Testing. On 10/16/09 Integra encountered a similar issue on Qwest trouble ticket OE270973 (see Attachment 12) and Integra again notified its service manager. Qwest's response to ticket OE270973 was quite different. Qwest indicated that that the test results provided by Integra would be valid test result on a DS1-level service, but Integra has provided these test result on an xDSL circuit. Qwest indicated that on xDSL circuits they would need metallic test results because Qwest treats the circuit as just a copper loop. On 10/7/09 Integra escalated this issue to the Qwest legal team and the issue continues to be an on-going dispute.
12	On 10/6/2009 Integra's trouble isolation on Circuit ID: 3/LXFU/544385/NW (a 2-Wire conditioned copper loop used to provide DS1-level service via HDSL2 technology) led Integra to believe there was trouble within the Qwest network. Integra opened ticket OE270973. Integra provided test results indicating that there was a loss on the circuit. Integra also noted that there was not the appropriate 180 voltage at the customer demarcation. See Also: Attachment 3	Qwest placed ticket OE270973 in No Access or stop time (for the purposes of performance measurement) and electronically sent the ticket back to Integra indicating that the circuit was not a "T1" circuit for Qwest and test results provided by Integra were not valid. Qwest insisted that Integra authorize the cost of Optional Testing before it would proceed with the repair. Because this was a service impacting issue, Integra had to authorize the additional cost for Optional Testing. Qwest dispatched the trouble ticket and Qwest found that there was a problem within the Qwest network. The Qwest ticket indicates that Qwest intends to bill Integra for the Optional Testing.
I	QWEST NOT ASSIGNING THE BEST AVAILABLE LOOP – ASSIGNING TO VOICE PARAMETERS FOR CLECS	
	See Attachments N & O	

Attachment 1

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest Ticket OE195797

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
GO TO PAGE          PRINTER                1 N PAGE 0001       04/29/08 11:52 CDT
TRK/TR# OE195797          CKT S 3 /LXFU/529246     /NW
04/24/08 1806 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                             THIS CKT WAS ORDERED AS A 2-WIRE, NON-LOADED HDSL
                             LOOP, BUT IS OUTSIDE OF ACCEPTABLE DB LIMITS FOR H
                           DSL, INTEGRA TESTED AT -29DB. 3 OTHER LOOPS AT DEM
                           ARC ARE -27 OR LESS. ACCESS & TESTING AFTER 3:00PM
                            M-F. CUST CONTACT IS MIKE.
                           ----------------------------------------------
  04/24/08 1821 CNW RMK   FIX  PER CLEC LESLIE THEY WANT A DSP AND OPT TST OK ON
                               THIS THEY ARE USEING AS HDSL FYI'D CLEC THIS IS
                               JUST 2 WIRE DSL FOR US AND WE   WILL CORE TST AND
                               CLL THEM WITH TEST RES AFTER TECH DSP TO PREM AT
                               1500
04/24/08 1848 CNW RMK   FIX  PLZ DSP AND TAKE CORE TST AND CALL TO POSS TEST
                             WITH CLEC THEY ARE GETTING BAD LOSS ON THWEIR CKT
04/25/08 1523 CNW RMK   FIX  STATS LOOKIN GTG CLLIN CLEC TO FYI AND RST WITH
                             THEM
04/25/08 1523 CNW RMK        COPPER050207- TECH EC# 404
                             1004HZ=3.2      NOISE=2        BALANCE=99
                             RESISTANCE T-R=327 T-G=999 R-G=397 MEGOHMS
                             FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                             ANY LOAD COILS (Y/N)=N   ANY BRIDGE TAP (Y/N)=N
                              CKD/TOKNTFIECTRBL/BONDED/RST=04/25/0815:31
 04/25/08 1621 CNW RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? Y
                              DID THE CCT OR COT TEST WITH OST? Y
                              BILL FOR DISPATCH? Y
```

Attachment 2

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest Ticket OW107175

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
GO TO PAGE          PRINTER                1 N PAGE 0001       04/30/08 09:45 PDT
TRK/TR# OW107175          CKT S 4 /LXFU/917293    /PN
                            ---------------------------------------------
04/28/08 1320 MED FLE       ------------ ADDITIONAL TROUBLE INFO ------------
                            PER INTEGRA TECH,SIGNAL IS DEGRADED. IT APPEARS TO
                             TECH THAT THERE ARE BRIDGE TAPS ON CKT, THOUGH NO
                            NE ARE NOTED IN DESIGN DOCUMENTATION.  OPTIONAL TE
                            STING & DISPATCH OK.
                            ---------------------------------------------------
04/28/08 1321 ADN RMK   FIX 4HR TKT/PLZ DO CORE TESTS ON CABLE PAIRS + 1004 &
                            40K TONE/CHECK FOR LOADS & BT/ND ALL RESULTS/
04/28/08 1614 WWI CUS       ***************TEST RESULTS*********************
                            TECH=
                            LOOP CURRENT=
                            1004=-4.0   40K -20.2
                            C-MSG ( NOISE )=7
                            POWER INFLUENCE=
                            BALANCE=64
                            RINGBACK=
04/28/08 1614 WWI CUS       RESISTANCE: T-R=100
                            RESISTANCE: T-G=56
                            RESISTANCE: R-G=21
04/28/08 1618 WWI RMK       WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                            OPTIONAL TESTING BILLABLE? Y
                            DID THE CCT OR COT TEST WITH OST? Y
                            BILL FOR DISPATCH? Y
04/28/08 1618 WWI RMK       RESCON111506
04/28/08 1617 WWI RMK   FIX DPO IS BILLABLE
04/28/08 1617 WWI CUS   FIX SPEAKING TO LESLEE/INTEGRA ADVISED TOK TO DEMARC,
04/28/08 1617 WWI CUS   FIX THIS IS AN LXFU CKT AND IS ALLOWED TO HAVE UP TO
                            2500 OF BRIDGE TAP, CKT PASSED ALL CORE TEST TO
                            LXFU STANDARDS
```

Attachment 3

Qwest CEMR Circuit History for Circuit 3/LXFU/529091/NW

```
COMMAND          D     WFAC: CIRCUIT HISTORY (OSSCHI)              /FOR
 PRINTER LTERM:                          F 1 N    PAGE 0001    11/18/09  14:03 CST
 ******************************************************************************
 CKT S 3 /LXFU/529091    /NW                              ICTR OMAHNENWA09
 CAC SWH3MD9  CKT SOURCE     CKT STAT IE                  MCTR OMAHNENWA09
 ******************************************************************************
 TRK/TR#       ACT ORD#                  RC X BI STAT DD/RCV       CD/CAN/RES  S O
 C TYPE COMMENTS
 MNS630701001  A  N10193933                       IE   041708      041708
        OCB=306 HRD11=0
 OE274542                                CR   M  CPE  111109 1725 111209 1040  2
   CKD   TOJ ON SPAN/CPE TRBL.
 OE272027                                CR   M  CPE  101809 1622 101809 1914  2
   CKD   CKT TOK TO DMRK/CPE
 OE269187                                CR   M  IEC  091809 1429 091809 1745  1
   OTH   CKD/IEC TRBL SPAN TOK/RST= 09/18/09 17:45
 OE260145                                CR   M  CPE  070809 0818 070809 1102  1 Y
   CKD   CKD/
 OE255689                                CR   M  CPE  060309 1637 060309 1830  2 Y
   CKD   CKD/TOK TO DMARC - NTF/RST 0603 1830
 OE214573                                CR   M  CPE  080108 1330 080108 1510    Y
   OTH   CORE TEST GOOD TO DMARC
```

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OE274542

```
COMMAND              D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE        PRINTER                1 N PAGE 0001       11/18/09 14:06 CST
 TRK/TR# OE274542          CKT S 3 /LXFU/529091    /NW
11/11/09 1725 MED FLE
 ------------ ADDITIONAL TROUBLE INFO ------------
UNABLE TO LOOP NIU OR ANY LOOPABLE DEVICE ON THIS
**HDSL T1*** CFA SHVWMNRI, PST05/1890.  OK TO TEST
                              AND DISPATCH.
11/11/09 1729 J9H CUS   FIX  PLZ PROVIDE TEST RESULTS OR FIRST & LAST NAME &
                              CLBK # OFPERSON ACCEPTING OPTIONAL TESTING
                              CHARGES.  TICKET IS IN STOP TIME FOR   1HR
                              AWAITING YOUR RESPONSE.
11/11/09 1732 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              HI QWEST, DO NOT UNDERSTAND WHY YOU NEED AUTHORIZA
                              TION FOR OPTIONAL TESTING WHEN I DID PROVIDE VALID
                               TEST RESULTS, PER YOUR DOCUMENTATION.  THIS IS HD
                              SL T1, CANNOT LUP NIU OR ANY LOOPABLE DEVICE. SEE
                              NO VOLTAGE ON CKT BETWEEN C AND R CARDS IN HDSL.
                              ------------------------------------------------
11/11/09 1740 JZS CUS   FIX  HI INTEGRA, THIS CKT IS AN LX-N NOT AN HCFU AND
                              NOT A QWEST HDSL CKT.| YOU MUST PROVIDE METALLIC
                              TEST RESULTS OR APPROVE OPTIONAL TESTING
                              CHARGE,THANK YOU!
11/11/09 1837 JZS RMK   FIX  4HR TKT/PLZ DO CORE TESTS O
N CABLE PAIRS + 1004 &                              40K TONE/CHECK FOR LOADS &
BT/ND ALL RESULTS/
```

Attachment 4

Qwest IMA Reject for ADSL Capable Loop.

LSR Rejects EC VER 01
CCNA: O03
PON: SD-2096633-CFA
VER: 01
LSR ID: 27115006

Reject Message(s)
1. Invalid entry - FORM/SECTION: LSR-Admin - FIELD: nc

Comments
you are not contracted for lxr-

Qwest Representative: Qwest Rep
Representative Telephone Number: 866-434-2555

ADSL Capable Loop Availability Escalation Emails

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Tuesday, February 17, 2009 5:02 PM
To: Clauson, Karen L.; Christensen, Larry; Dea, Steve; Interconnection Agreements; Coffin, Kristi; Urevig, Rita; Marquez, Matthew
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.
Subject: RE: Qwest Invalid Reject for ADLS Loop Order - Oregon - escalation

Integra:

Your Oregon ICA does not give you a right to an Asymmetric Digital Subscriber Line (ADSL) Compatible loop. In your email requesting an ADSL Compatible Loop, you quote from the definition of Special Copper Loop. While there is a reference to ADSL in section 2.1 of Attachment 3 to the ICA, it is simply part of a list of the type of signals that can be placed on two-wire and four-wire loops. The current Exhibit A, updated in August of last year, does not contain a reference to ADSL Compatible Loop.

The ICA in Attachment 3, Section 2.1.3 lists "Available Types and Grades" of unbundled loops. "Special Copper Loop" is among the available types. ADSL Compatible loop is not listed. Section 2.1.1.2 defines the Special Copper Loop as "Copper twisted pair medium, unfettered by any intervening equipment (e.g., filters, load coils, range extenders) and which do not contain any bridged taps, so that CLEC can use these loops for a variety of services by attaching appropriate terminal equipment at the ends."

This is not the same product as the Asymmetric Digital Subscriber Line (ADSL) Compatible Loop, which our website describes as an unbundled 2-wire metallic facility that establishes a transmission path

between a Qwest Central Office (CO) Distribution Frame or equivalent and the loop demarcation point at an end-user premises. ADSL Compatible Loop is provided with the following characteristics:

Metallic, Exchange cable facilities without Qwest active or passive equipment

Facilities without Load Coils or Build out Capacitance

Possibility of mixed gauges of cable

Facilities that may have limited amounts of remaining Bridged Tap"

http://www.qwest.com/wholesale/pcat/unloopadslcompatloop.html

There are differences between the Special Copper Loop and the ADSL Compatible Loop. Note that the Special Copper Loop does not contain any bridged taps, while the ADSL Compatible Loop "may have limited amounts of remaining Bridged Tap." Further, as stated in Attachment 3, in Section 2.1.1.2, and again in section 3.1.4.1 Special Copper Loop can be used "for a variety of services" when the CLEC attaches "appropriate terminal equipment at the ends." We do not claim that every Special Copper Loop is going to be compatible with ADSL.

If Integra changes its order for ADSL Compatible Loop to one for Special Copper Loop, we will provision that order.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

Attachment 5

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW155399

```
COMMAND              D WFAC: WORK LOG (OSSLOG)                    /FOR
GO TO PAGE         PRINTER                1 N PAGE 0001       07/15/09 06:24 PDT
TRK/TR# OW155399          CKT S 5 /LXFU/913614     /PN


07/01/09 1640 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                             CKT DOWN ,CANNOT SYNC HDSL. CFA PSTOH-4091, AUTH O
                             PT TST
                             ----------------------------------------------
07/01/09 1649 WWI RMK   FIX  PLS PERFORM CORE TESTS THEN PROVE TO DEMARC/ADVISE
07/02/09 0854 ST5 RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                             OPTIONAL TESTING BILLABLE? Y
                             DID THE CCT OR COT TEST WITH OST? Y
                             BILL FOR DISPATCH? Y
07/02/09 0854 ST5 RMK        RESCON111506
07/02/09 0853 ST5 CUS   FIX  CKT RESTORED = 0850
07/02/09 0853 ST5 CUS        COPPER050207- TECH EC# 527
                             1004HZ=1.6      NOISE=0          BALANCE=100
                             RESISTANCE T-R=999 T-G=999 R-G=999 MEGOHMS
                             FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                             ANY LOAD COILS (Y/N)=N   ANY BRIDGE TAP (Y/N)=Y
                             500 FT OF BT
                             40K = 6.8
07/02/09 0852 ST5 CUS   FIX  OST CT & STD THAT CKT IS TESTING PERFECT TO DMARC
```

Selected entries of the CSR Record for replacement DS1 Capable Loop indicating service was provisioned with 2-Wire Technology.

Service and Equipment

```
ENT     0000
        1       XUH1N
                /ZCID   A20
CLS     5.HCFU.234625..PN
        /CKR    LS633781-1
CKL     1-112 E 10TH AVE,
                        EUGENE, OR
        /LSO    541 342
        /TAR    OR6503
        /SN     QWEST
```

```
        /POI    EUGNOR53HGH
        /CFA    PSU0H 22-NL 2 EUGNOR53 EUGNOR53HGH
        /LCON   NR, 000 000-0000
TRM     A
        1       TYLDX
                /NCI    04QB9.11
                /NC     HCE-
                /ZCID   A20
CKL     2-[CUSTOMER IDENTIFYING INFORMATION REDACTED]
        EUGENE, OR
        /LSO    541 342
        /TAR    OR6503
        /SN     [CUSTOMER IDENTIFYING INFORMATION REDACTED]
        /LCON   [CUSTOMER IDENTIFYING INFORMATION REDACTED]
TRM     A
        1       U4D1X
                /NCI    04DU9.1SN
                /NC     HCE-
                /PTW
                /ZCID   A20
```

Note: Per the Qwest Wholesale FID Finder /PTW = Provision Two-Wire
http://www.qwest.com/wholesale/usocfidfind/1,1465,fid,00.html

---

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW162754 for replacement DS1 Capable Loop Circuit ID: 5/HCFU/234625/PN

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/17/09 12:19 PST
 TRK/TR# OW162754          CKT S 5 /HCFU/234625    /PN
 VIEW ALL   DISPLAY G      CTR OMAHNENWA09           ORD

09/24/09 1711 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              CFA= PSU0HX2  OPTIONAL TEST AND DISP AUTH  UNABLE
                              TO LOOP UP NIU
                              ------------------------------------------------
09/24/09 1718 RM9 RMK   FIX  HTU-C 2W OPEN;TESTED BY 'INTAS', SPARE PAIRS
                              FOUND. SEE OSSLOG FOR PAIRS.
09/24/09 2048 IMW RMK   FIX  ADVISED TECH TA3000 SHELF IS SHOWING LOS AND MAJOR
                               ALARM. HE WAS UNDER THE IMPRESSION THAT CA MAINT
                              HAD REPAIRED A WET LEAD CABLE EARLIER TONIGHT.
09/24/09 2154 DO  SDC   FIX  OMAHNENWA09 EUGNOR53    EUGNOREAA14 Z CMP FAL
                              09/24/09  21:54       09/24/09 21:54
                              RET JOB NARR: SCREEN = DOCOMP
                              TRBL FOUND: DEF F1
                                                ACTN TAKEN: CTC F1
```

Attachment 6

Selected entries from Local Service Request (LSR) PON DC-2296640-DSL confirming Integra requested conditioning (SCA = Y), was willing to pay to have Bridge Tap removed and confirming Integra requested a 2-Wire xDSL compatible Loop.

Administrative Section

CCNA	PON	VER	LSR NO	LOCQTY	HTQTY	LSR REJECT OVERRIDE
O03	DC-2296640-DSL	01			0	

AN (NNN-X99-9999-999)	NAN	DLEC CCNA

Admin

PG_of_	D/T SENT
	200908311416

DSPTCH	DDD	APPTIME	APTCON	DDDO	DFDT
	2009/09/03				

PROJECT	CHC	TEST
		N - No Testing

REQTYPE	ACT	RSTTYP	CIP	CSO1:	CSO2:	PMI
AB	N					

CONVIND	MI	SUP	EXP	RTR
				D - Confirmation of LSR & DLR

CC	AENG	ALBR	SCA
7482			Y - Yes

AGAUTH	DATED	AUTHNM
Y - Authorization	2004/06/30	SHAN KARIA

PORTTYP:	ACTL:	AI	APOT:	LST:	LSO:	TOS:	NPDI:	SPEC:
					503231	1		

NC:	NCI:	SECNCI:	RPON:	RORD:	DLQTY:
LX-N	02QC5.OOS	02IS5.N			

Remarks

Remarks

```
OGT WILL PAY FOR THE REMOVAL OF
BT/LC.  WE ACCEPT ANYTHING UP TO
26KFT.
```

Selected sections of the Qwest Completion Notice confirming Qwest delivered services requested on PON DC-296640-DSL

Service Order Processor Completion Notice

Service Order Processor Completion Notice Sent: 09/03/2009 12:36, MDT

```
Completion Notice for LSR_ID:  29031386

######## Administration Section ##########################################

  CCNA  CC--  PON-----------  VER  LSR-NO  C/TSENT---------------
  003   7482  DC-2296640-DSL  01          09/03/2009 12:36:15 PM

######## Order Information Section #######################################

  ORDER-REF-NUM  ORD------  CD--------  AN--------------
  2     N46574721  09/03/2009  503 T02-4757-721
```

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW163402

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/19/09 06:45 PST
 TRK/TR# OW163402          CKT S 5 /LXFU/968920    /PN
 VIEW ALL   DISPLAY G      CTR OMAHNENWA09           ORD
10/04/09 0920 MED FLE        PLEASE DPO AND TROUBLESHOOT SHORT AND READINGS THA
                              T WERE MENTIONED IN OUR FIRST NOTE TO YOU. THANK Y
                              OU!
10/04/09 1026 MAR RMK   FIX  CKT BOUNCING.INTEGRA SEES SOFT SHORT 700FT FRM
                              DEMARC..PLZ CHK 2 DMARC
                             1004HZ=-2.6DB   NOISE=1DBRNC     BALANCE=76DB
                              RESISTANCE T-R=617 T-G=519 R-G=504 MEGOHMS
                              FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                              ANY LOAD COILS (Y/N)=0   ANY BRIDGE TAP (Y/N)=N
                              ****************CORE TEST RESULTS AT DEMARC******
ALL CORE TESTS GOOD NTF ON LOOP.
                              WAS CUSTOMER INFORMED OF RESTORE TIME? Y
 10/04/09 1455 DRR RMK        DID THE CCT OR COT TEST WITH OST? Y
                              DID OST GO TO PREMISE? Y
                              BILL FOR DISPATCH? Y
```

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW163666

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/17/09 14:11 PST
 TRK/TR# OW163666          CKT S 5 /LXFU/968920    /PN
 VIEW ALL   DISPLAY G      CTR OMAHNENWA09           ORD
10/07/09 1745 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              DPO AUTH. VERY LOW RESISTANCE SHORT 700 FT OUT FRO
                              M DEMARC. DSL ON LINE TEST APPROPRIATELY. REQ VEND
                              OR MEET 14:00 10/8/2009
10/07/09 1801 ST5 RMK   FIX  CLEC REQ VENDOR MEET @ DMAR
C 10-8 1400/GET CORE                                  TESTS
10/08/09 1504 G2K CUS   FIX  OST/JERRY/777 CALLED. MET WITH VENDOR TECH BRIAN
                              AND TESTED CKT. ALL TESTS PASSED. NTF QWEST.
```

```
                                AGREED TO BY BRIAN
 10/08/09 1502 G2K CUS          COPPER050207- TECH EC# 777
1004HZ=2.4       NOISE=0          BALANCE=80DB
                                RESISTANCE T-R=687 T-G=560 R-G=450 MEGOHMS
                                FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                                ANY LOAD COILS (Y/N)=N   ANY BRIDGE TAP (Y/N)=N
                                40K=14.1
10/08/09 1506 G2K RMK          WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                                OPTIONAL TESTING BILLABLE? N
                                DID THE CCT OR COT TEST WITH OST? Y
                                BILL FOR DISPATCH? Y
10/09/09 1004 MED RMK          CUSTOMER DENIED REPAIR - MEDIACC CANNOT CLOSE
 10/09/09 1004 MED FLE          ISSUE IS BEING ESCALATED THROUGH THE SERVICE MANAG
                                ER.
10/09/09 1035 MH3 RMK          CLEC SAYS 800' OF BT 300' AWAY FROM THE DEMARC.
10/09/09 1035 MH3 RMK          INTEGRA WOULD LIKE BT REMOVED, OUR CORE TEST
                                RESULTS POSTED AT 10/08/09 1502 SAY NO BT, CALLED
                                MATT/INTEGRA AND HE SAID HIS TECH AND OUR
                                TECH/777 BOTH SEEN THE BT YESTERDAY, NOT SURE WHY
                                OUR TICKET SAYS NO BT.
10/09/09 1121 MH3 RMK    FIX   WE WILL NOT RMV BT ON THIS ONE, CORE TESTS ARE
                                GOOD.
 10/09/09 1038 MH3 RMK    FIX   CENTER POLICY IS NOT TO REMOVE THE BT UNLESS IT IS
                                 CAUSING A CORE TEST TO BE BAD.
```

Escalation to Remove Interfering Bridge Tap Emails

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Wednesday, October 14, 2009 12:25 PM
To: Clauson, Karen L.; Marquez, Matthew; Urevig, Rita
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.
Subject: RE: Escalation to Remove Interfering Bridge Tap 5/LXFU/968920/PNR174.0 - urgent - customer being affected

Karen

Since the "Special Copper Loop" is not a defined product in our PCAT and does not conform to any specific product in our PCAT, orders for the Special Copper Loop product will not flow though when ordered on IMA. For the order already submitted and delivered on 9/3/09, Qwest will delete the NCI/SecNCI codes from your order, and will insert a remark reading "Special Copper Loop no bridged tap."

Going forward when ordering a Special Copper Loop please use the fax gateway so that the order can be handled manually. Please use the LX-N NC code, leave the NCI/SecNCI codes blank and insert the remark "Special Copper Loop no bridged tap."

Earlier this year, in February, when Qwest and Integra last had an issue regarding the Special Copper Loop we said that you could include the NCI/SecNCI code of your choosing. As we analyze our processes we suggest modifying that order from February to remove the NCI/SecNCI code and include the remark "Special Copper Loop no bridged tap." Our concern is that without these modifications, this order would not stand out from other circuits. In fact, adding any NCI/SecNCI codes could create confusion in that some services, as you know, can perform to acceptable levels with some bridge tap. Our goal in making this suggestion is to prevent a situation where, in the event that Qwest needs to do a network rearrangement, a technician moves the service to a loop that has some limited amount of bridged tap, rather than moving it to a loop with no bridged tap.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

From: Clauson, Karen L.
Sent: Wednesday, October 14, 2009 1:33 PM
To: 'Butler, Daphne'; Marquez, Matthew; Urevig, Rita
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.
Subject: RE: Escalation to Remove Interfering Bridge Tap 5/LXFU/968920/PNR174.0 - urgent - customer being affected

Daphne:
We are pleased that Qwest has recognized its obligation per the Oregon Integra ICA to remove bridge taps. [The "unfettered" language is in the Integra and ATI Oregon ICAs (Att. 3, §2.1.1.2), as well as the Eschelon Colorado ICA (Att. 3, §6.3).] As you know, we believe Qwest has an obligation to remove interfering devices (including near end/far end bridge tap) for all our entities, all states. See, e.g., C.F.R. §51.319(a)(1)(iii)(A) & TRO ¶ 643.

Regarding the method of ordering special copper loops in Oregon, your email raises concerns. There isn't anything in the ICA that requires those procedures. The problems with ordering by fax are well known. In addition, problems that PAETEC/McLeod experienced which were discussed in CMP seem at least at first glance to stem from similar procedures. We are going to have to review that and consult our business folks and get back to you. We are happy to work out an ordering method, but it has to work for both parties. We'll get back to you,

Karen

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW164041 -

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/17/09 14:18 PST
 TRK/TR# OW164041          CKT S 5 /LXFU/968920     /PN
 VIEW ALL  DISPLAY G    CTR OMAHNENWA09      ORD

10/14/09 1128 DO  SDP   FIX  OMAHNENWA09 PTLDOR13    PTLDOR74A01 Z PLD CF
                              10/14/09  11:27
                                        REF TO  CABLE  = NEED  BT  REMOVED
10/14/09 1544 J4B RMK        OST MIKE CLD TO ? BT REMOVAL PROCESS.  I ADVS PER
                              NOTE ON 10/13 FROM SUPV.  LEGAL IS PUSHING THIS
                                          THRU
10/14/09 1854 BLB CUS   FIX  CALLED 8003604467 TW JAY/INTEGRA..ADVISED REMOVED
                              400FT OF BT..WANTS 24 HR HOLD ON TKT
10/14/09 1913 BLB RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? N
                              DID THE CCT OR COT TEST WITH OST? N
                              BILL FOR DISPATCH? N
10/14/09 1950 AA7 RMK   FIX   CLBK 8886787070- NEED TO DO CORE TEST ON THIS
                              CKT. 77S . CUSTOMER SEEING ERRORS STILL. OK FOR
                              9AM DP
```

Attachment 7

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW165573

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/17/09 14:42 PST
 TRK/TR# OW165573          CKT S 5 /LXFU/972907    /PN
 VIEW ALL   DISPLAY G      CTR OMAHNENWA09           ORD
11/02/09 1019 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              PST04-2958. TN 541-868-2486.  REQUESTING VENDOR ME
                              ET AT DMARC - 11/3 @ 10:00. OPTIONAL TEST & DISP.
                              AUTH. NO INTRUSIVE WORK UNTIL MEET. PLEASE LET US
                              KNOW ASAP IF THIS TIME IS NOT AGREEABLE.  THANK YO
                              U.
11/03/09 1016 TCS RMK   FIX  ADVD JASON OST 830 DO NOT RMVE BT IF WE HAVE GOOD
                              CORE TEST ON CKT. HE WILL TEST AND CLBK.
 11/03/09 1005 TCS CUS   FIX  OST JASON  830 ADVD 200' OF BT.
TRBL FOUND: NTF 200' OF BT 200' FROM TERM
                              ACTN TAKEN: TOK BT WITHIN SPECS
 11/03/09 1055 TCS RMK        200FT BT
 11/03/09 1055 TCS CUS        COPPER050207- TECH EC# 830
                              1004HZ=4.8      NOISE=0          BALANCE=99
                              RESISTANCE T-R=520 T-G=250 R-G=590 MEGOHMS
                              FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                              ANY LOAD COILS (Y/N)=N   ANY BRIDGE TAP (Y/N)=Y
                              40K=23.8          .
11/03/09 1202 TCS RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? Y
                              DID THE CCT OR COT TEST WITH OST? Y
                              BILL FOR DISPATCH? N
 11/03/09 1202 TCS RMK   FIX  NOACCS020807
                                     TROUBLE ISOLATION WAS DONE BY TECH.
 11/03/09 1202 TCS RMK   FIX  OPTIONAL TESTING WAS AUTHORIZED.  IN STOP TIME
                              UNTIL     TROUBLE ISOLATION WAS DONE BY TECH.
```

Attachment 8

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW165003

```
COMMAND              D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE        PRINTER                1 N PAGE 0001       11/17/09 14:47 PST
 TRK/TR# OW165003          CKT S 5 /LXFU/973721    /PN
 VIEW ALL   DISPLAY G      CTR OMAHNENWA09           ORD
*****************************************************************************
10/26/09 1625 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              450' OF BRIDGETAP FOUND AT 680' FROM PREM, PLEASE
                              REMOVE SO OUR DATA CAN RUN PROPERLY, OPT TEST & DI
                              SP AUTH, ASSOC TN 503 390-4300, PST02-1850, THANKS
                              .
                              ------------------------------------------------
10/26/09 1629 SKY CUS   FIX  BT REPORTED IS NOT EXCESSIVE, CK IS WITHIN SPECS.
450' OF BT 680' FRM PREM/BT NO EXCESSIVE, MEETS
                              PARAMETER
 10/26/09 1631 SKY RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? Y
                              DID THE CCT OR COT TEST WITH OST? N
                              BILL FOR DISPATCH? N
10/26/09 1631 SKY RMK        CORE TST LOGGED   N
                              NO CORE TST BCAUSE NO DISP
```

Bridge Tap Removal Escalation Emails

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Wednesday, October 28, 2009 8:39 AM
To: Herbold, Matthew
Cc: Clauson, Karen L.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Urevig, Rita
Subject: RE: New circuit requiring BT removal (escalation) - [customer info redacted]

- QwestTT OW165003, TMS TT 1038846

Matt,

I reviewed this loop when it was originally ordered. It was not ordered as a copper loop with no bt. The original PON was **PON:** TB-2349595-DSL N49992889 10/22/2009 Completed

Qwest has tested this loop to the parameters of the loop you have ordered and it meets the requirements.

Please let me know if you have any questions.

Best regards,

Rita M Urevig

Qwest Service Manager
Office 218-723-5801

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Wednesday, October 28, 2009 7:48 AM
To: Herbold, Matthew
Cc: Clauson, Karen L.; Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: RE: New circuits requiring BT removal (escalation) [customer info redacted]

Matt,

I will pass this on to the Qwest network department and get back to you.

It appears these loops are in WA and the Special copper loop without BT is only in the state of Oregon.

Best regards,

Rita M Urevig

Qwest Service Manager

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Friday, October 30, 2009 10:42 AM
To: Clauson, Karen L.; Urevig, Rita; Anderl, Lisa; Marquez, Matthew; Reynolds, Mark (Legal); Salverda, Kathleen
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Herbold, Matthew; Denney, Douglas K.
Subject: RE: Circuits requiring Bridge Tap removal - escalation

Karen and Integra,

This responds to your email requesting bridge tap removal in Washington and Oregon. We can discuss ordering for Special Copper loops in more detail at another time.

As we have explained before, for example in my email of February 25, 2009, with "the Non-Loaded Loop product, it is Qwest's obligation to only remove excessive bridge tap, but per the terms of the Special Copper Loop described in the relevant interconnection agreement, Qwest will remove all bridged tap if conditioning is requested in this instance."

In Washington, Integra ordered a nonloaded Unbundled Loop under its ICA, which promises that Qwest will remove "excess bridge taps." *See* section 8.2.4.1.2.1 of the Washington ICA. That ICA does not promise that the loop will have no bridge taps. Qwest has removed excess bridge taps as required by the contract. It should be noted that the loops were ordered with NC/NCI/SecNCI codes for ISDN, rather than ADSL. Please correct them if you are indeed putting ADSL on the loops.

In Oregon, Integra's ICA does provide for a special copper loop, without any bridge tap. Qwest and Integra have discussed the best way to order these loops such that Qwest understands that Integra is seeking the removal of all bridged tap. In my email of October 14, 2009, Qwest suggested ordering through the fax gateway with certain notes. Integra rejected that suggestion, but has not made any counter proposal. In any event, nothing in Integra's order alerted Qwest that Integra was ordering a

special copper loop, without any bridge tap. If that is what you are ordering, we request that you modify your order to include the remark "Special Copper Loop no bridge tap."
Daphne E. Butler
Corporate Counsel Qwest Corporation

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Monday, November 02, 2009 6:40 PM
To: Clauson, Karen L.; Marquez, Matthew; Urevig, Rita; Anderl, Lisa; Marquez, Matthew; Reynolds, Mark (Legal); Salverda, Kathleen
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.; Herbold, Matthew; Roberson, Laurie
Subject: Response to Clauson email of Nov 2, 2009 8:35am

Karen,

I think you are confusing NC code and NCI code. LX-N and LXR- are NC codes, not NCI codes. As, I have said before, LX-N is the NC code for non-loaded loop. I did not say that it is the code for ADSL. Since LX-N is not an NCI code, I did not indicate that LX-N is the NCI code for anything. Perhaps this confusion about NC codes and NCI codes led to your incorrect assumption that Integra needed to use the NC code LXR-.

In my emails of October 30 I described in detail the change order that we need to see before we will do the bridge tap removal in Oregon. In the interest of brevity I will not repeat that description here. Qwest will, of course, answer any questions that Integra may have as to the content of the change order that we require. To date, you have refused to issue a change order. Instead, you insist that we do the bridge tap removal based upon your email. As I have said before, we will do the work if and when we receive the change order.

As to states, such as Washington, where your ICAs do not provide for a special copper loop, it is my understanding that Qwest has provided Integra with a proposal as to terms and conditions for removal of all bridge tap. I also understand that Qwest is currently waiting for a response to that proposal.

In closing, I will not respond to your accusations that Qwest has "recklessly disregarded" information, or that I have made a "false statement," other than to say that these accusations are unfounded.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

An electronic signature appearing on this email should not be considered evidence of an intent to be bound to any agreement. All contractual terms must be agreed to and manually signed by both parties to the agreement.

From: Clauson, Karen L.
Sent: Monday, November 02, 2009 9:42 PM
To: 'Butler, Daphne'; 'Marquez, Matthew'; 'Urevig, Rita'; 'Anderl, Lisa'; 'Marquez, Matthew'; 'Reynolds, Mark (Legal)'; 'Salverda, Kathleen'
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.; Herbold, Matthew; Roberson, Laurie
Subject: RE: Circuits requiring Bridge Tap removal - escalation - urgent - customers being affected

Daphne/Qwest:

After Qwest referenced the NC/NCI code, I said, in my email below: "It is beyond reason that Qwest is holding up service restoration based on your insistence that it is suddenly critical that a change order be placed to leave the LX-N code on the order but to change the NCI code, when Qwest's position (as stated in CMP, March 13, 2009, Qwest CR response #PC082808-1IGX) is: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance."

You replied: "We have asked that Integra submit a change order using the NC code LX-N, ***the NCI code for ADSL***. . ." Given that Qwest did not respond to my above statement and made no other reference to the NCI code, Qwest certainly appeared to been referring to LXN as "the NCI code for ADSL." Qwest appeared to have changed tack and indicated that LX-N (the NC code, not the NCI code) is the key to obtaining conditioned copper loops, since Qwest said in CMP that "the NCI codes are informational only . . . and do not affect transport designs or performance." This impression was reinforced not only by Qwest's failure to explain how Qwest's position in CMP then and an insistence now on a particular NCI code could possibly be consistent, but also by your following statements: "Why do you refuse to use LX-N now? I do not understand why your ability to commit to sending a change order depends upon whether you are to use LXR- versus LX-N. . . . Your actions suggest that you find the principal of using LXR-, rather than LX-N, more important than your customers' experience." Your focus on LX-N versus LX-R certainly indicated to us that you were asking us to submit a change order to change the NC code from LX-N to LX-R. Only after we reiterated that the LX-N code you requested was actually used on these orders, did you revert to the NCI code. Once again, that leaves the above Qwest quote from CMP unexplained. If Qwest's position is now that it is critical to the removal of bridge tap for us to submit a change order to change the NCI code, please explain what, in Qwest's view, changing the NCI code will accomplish (given that Qwest says the NCI code will not affect design or performance). The fact that, among the mixed messages sent by Qwest, you suggested we could delete the NCI code altogether and fax in these types of orders, also undermines any belated suggested by Qwest that the NCI code is a crucial factor for Qwest. Qwest is erecting unnecessary operational barriers.

Regardless of which NCI code is used, so long as the order is for a digital service, Qwest has an obligation to remove bridge taps that could diminish xDSL capability. Regardless of whether the NCI code (if Qwest were to treat the code as something other than informational only) is ADSL, ISDN, or other xDSL service, Qwest has an obligation to remove bridge tap. That is true of the NCI code currently on the orders.

Even assuming the current code is for ISDN or other "DS1-level signal" (see next paragraph, quoting the ICA), Qwest has an obligation to remove bridge tap. Field personnel may loosely refer to these types of orders as ADSL, as Qwest has told operational personnel said that a non-loaded loop (with no requirement for any particular NCI code) is the replacement product (an "even better" product). In CMP, when indicating it was grandparenting ADSL, Qwest said "there is a similar product, 2-wire non-loaded Unbundled Loop. . . . 2-wire non-loaded loops ***will allow DSL nearly anywhere you want***. The ADSL Compatible UBL was originally created in order for CLECs to use the same stringent algorithm that Qwest uses. . . . On the other hand, the 2-Wire Non-Loaded UBL was originally created in order for CLECs to avoid the stringent algorithm that Qwest uses. This less stringent process allows availability of DSL capability to CLECs all the way up to the ANSI standard limitations without additional limiters. ***This product provides more flexibility for the capability of more current or stronger CLEC equipment capability***. . . . . Therefore, it is proposing that CLECs, who have more current DSL equipment, ***would still have the same (even better) capability to get qualification for DSL via the 2-Wire Non-Loaded UBL***. . . . Qwest will not require you to disconnect any ADSL Compatible UBLs already in effect and will maintain those circuits until you disconnect or convert those services to a different product." See Qwest Initiated CR PC121106-1 at http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html Integra has ordered non-loaded loops (LX-N), and Qwest needs to deliver on its commitments.

You say the our assumption that the NC code for ADSL is LX-R is incorrect. Qwest's own technical publication, however, identifies LX-R as the NCI code for ADSL compatible loops, and Qwest accepts the LX-R NC code for other entities and other states. In other words, for Oregon, Qwest is not only asking us to change completed orders (with a new interval, risk of changes to the loops/customers' services, etc.), but also Qwest is asking us to go to that work, and expose ourselves and our customers to that delay, to end up with NC/NCI codes that are not the codes for an ADSL compatible loop. As you know, the reason the current NC/NCI codes are on these orders is that Qwest rejects Integra's orders in Oregon with LX-R, and Qwest has taken the position over time that the NCI codes do not matter ("are informational only"). Qwest attempts to defend its position with your unsupported statement that an ADSL compatible loop is "not in Integra's Oregon contract." We have again enclosed excerpts from Integra's Oregon contract. Please explain Qwest's position that ADSL compatible loop is not in Integra's OR contract, in light of the following contract language (Att. 3, 2.1), which provides that Integra under the ICA is entitled to: "two-wire loops that are conditioned to transmit the digital signals needed to provide ISDN, ***ADSL***, HDSL, ***and DS1-level signals***." Please address this specific language, as well as the similar language in TRO ¶249 (see ICA Part A, §§ B, C, 18, 35.1, 36).

We have fully explained why we are not submitting a change order, which would not only not result in the LX-R code (per Qwest's position) but would also create a new interval of several days, when these customers have already waited days for service restoration (in addition to the possibility that Qwest might change the loop, disrupting service), when in fact we have a right to Qwest simply removing bridge tap. (There is also the simple fact that we have no legal or contractual obligation to submit a change order, particularly under these circumstances and given that the order would drop to manual handling.) In contrast, Qwest has provided no explanation for its refusal to employ its typical practice of issuing an internal service order (if any is needed) to initiate the repair. Qwest's proposed approach adversely affects the customer, whereas Integra's approach would bring service restoration earlier. In two previous emails, I said: "In the past, Qwest has initiated internal service orders when our order is complete (i.e., with no change order or new order from us), when a service order is required to initiate a repair in this type of situation. Why is Qwest not doing that here?" Please finally respond and explain. If Qwest has any authority at all in support of its position, please cite it.

In Washington, Qwest has made no proposal to which Integra has not responded, either in the context of the these escalations or in the context of the discussions led for Qwest by Ken Beck. Integra has rejected Qwest's proposals and asked Qwest how it would like to proceed. Discussions/escalations have been going on since at least October of 2007, with no resolution to date. Unless and until some other resolution is reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. In this particular situation, Integra ordered a nonloaded loop and authorized conditioning, which Qwest is required to provide per ICA Section 8.2.4.1.2.1 (ICA excerpts enclosed again). Section 8.2.4.1.2.1 states: "When capable, the loop will support DSL service." DSL is not defined in Section 3. ICA Section 3.45 specifically states that terms not defined here, but are defined in the Act or regulations implementing the Act, shall have the meaning defined there. In the TRO, the FCC referred to "DSL" as "xDSL," stating (on page 14): "We also require incumbent LECs to condition loops for the provision of digital subscriber line (xDSL) services." The FCC said that the term xDSL refers to DSL "as a general technology" that is not limited to, but includes, specific types of DSL such as ADSL and HDSL. TRO footnote 661 to ¶215. In Section 8.2.4.1.2.1, the term "excess bridge taps" is explained as "i.e. . . . condition the Loop". The term "condition" is not defined in Section 3. In the regulations implementing the Act, line conditioning is defined as "the removal from a copper loop of any device that could diminish the capability of the loop to deliver xDSL. Such devices include bridge taps, load coils, low pass filters, and range extenders." 47 C.F.R. §51.319(a)(1)(iii)(A). Qwest has an obligation to remove all such devices.

You also state that my statements that Qwest recklessly disregarded the NC code of LX-N on these orders and that you made a false statement are "unfounded." This appears to be an admission that you did not disregard it but were fully aware that it was on the orders (i.e., Integra was not refusing to use it) when you said: "Why do you refuse to use LX-N now? I do not understand why your ability to commit to sending a change order depends upon whether you are to use LXR- versus LX-N. . . . Your actions suggest that you find the principal of using LXR-, rather than LX-N, more important than your customers' experience." As the LX-N code is clearly on these orders, and you knew that fact when you made these statements (as I had informed you of this fact), your

statement that Integra is refusing to use the LX-N is verifiably false, and the documentation in these emails shows that you knew it was false at the time you made it.

We had expected the bridge taps would be removed long before now. Our request that Qwest remove them is ongoing. Integra is a customer of Qwest's. We are asking you again, as a customer, to remove the bridge taps and restore xDSL service to these customers. If there are other issues to be worked out, we can discuss them, but Qwest should not be holding working customer service hostage in the meantime. Please confirm that Qwest will remove the bridge taps immediately. If Qwest will not do so, please outline (with citations) Qwest's legal and contractual position. We have provided you detailed support for our position, and Qwest owes its customer such a response.

The Action Required Remains --
Promptly restore the customers' service to the data/digital levels needed by Integra.
For Oregon, please explain (with citations) Qwest's delay in removing or refusing bridge tap.
For Washington, please explain (with citations) the basis upon which Qwest is delaying or refusing to remove bridge tap.
Specifically state whether Qwest has a policy or practice, in any state, that Qwest will not remove near-end and/or far-end bridge tap and, if so, state the basis (with citations) for Qwest's position.
State Qwest's position on coding these to No Trouble Found (NTF) and billing for them and, if Qwest intends to so code and bill them, state the basis (with citations) for Qwest's position.

Karen

From: Clauson, Karen L.
Sent: Tuesday, November 03, 2009 2:12 PM
To: 'Butler, Daphne'; 'Marquez, Matthew'; 'Urevig, Rita'; 'Anderl, Lisa'; 'Marquez, Matthew'; 'Reynolds, Mark (Legal)'; 'Salverda, Kathleen'
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.; Herbold, Matthew; Roberson, Laurie
Subject: RE: Circuits requiring Bridge Tap removal - escalation - urgent - customers being affected

Daphne/Qwest:

I have learned that one of these Oregon customers (the pharmacy) has contacted Integra to cancel its service, for voice and data, because the customer is predictably unhappy with the xDSL situation. In other words, the customer is blaming Integra, even though Qwest had a legal obligation to promptly remove the bridge tap and did not do so. We may not have the ability to retain the other customers under these circumstances, and if we have to place any other kind of orders, such as for a new loop, it will not be because our position has changed but only because we are acting over our objection to try to retain these customers. As I said, retention may not even be possible, given Qwest's position, as the pharmacy example shows.

The fact that the time to help these particular customers may elapse or has elapsed does not relieve Qwest of the obligation to respond to our questions and to provide support (including citations to any contractual or legal authority), as we need this information for evaluating the issues on a going forward basis. We look forward to receiving Qwest's responses to the following: (1) For Oregon, please explain (with citations) Qwest's delay in removing or refusing bridge tap; (2) For Washington, please explain (with citations) the basis upon which Qwest is delaying or refusing to remove bridge tap; (3) Specifically state whether Qwest has a policy or practice, in any state, that Qwest will not remove near-end and/or far-end bridge tap and, if so, state the basis (with citations) for Qwest's position. Please indicate, if a CLEC orders a loop with the NC/NCI code of LX-N NCI 02QB9.005 and authorizes conditioning, whether Qwest removes near-end and/or far-end bridge taps (and, if so, whether it removes all of them, those a CLEC requests be removed, or those which interfere with xDSL service and, if the latter, how that is determined). If there are any exceptions (e.g., by entity or state), please identify the exceptions; and (4) State Qwest's position on coding these to No Trouble Found (NTF) and billing for them and, if Qwest intends to so code and bill them, state the basis (with citations) for Qwest's position.

Karen

From: Clauson, Karen L. [mailto:klclauson@integratelecom.com]
Sent: Monday, November 09, 2009 7:43 AM
To: Urevig, Rita; Herbold, Matthew; Butler, Daphne; Marquez, Matthew; Reynolds, Mark (Legal); Anderl, Lisa; Salverda, Kathleen
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.
Subject: RE: Bridge Tap Removal/line conditioning Request - QW TT OW165775 -TMS TT1045265 - escalation

Please clarify Qwest's position. Are there circumstances when Qwest removes bridge tap, after a CLEC has authorized conditioning, for ISDN? If yes, please describe those circumstances and indicate why Qwest believes they are not met here, if that is Qwest' position. If no, please state Qwest's basis (with citations to the ICA and the law) for refusing to remove bridge tap for ISDN.

There is no mention of ADSL in Matt's email. We have situations in which we order ISDN as well. The NC/NCI code on this order is LX-N 02QC5.OOS. You indicate that you reviewed the LSR, and you indicated this is the NC/NCI code on the order is for ISDN. As indicated in the enclosed document (containing excerpts from the ICA and the law), ISDN is one of the products that is expressly mentioned in the ICA (Section 2.1). Because you have indicated that you have reviewed the LSR, you are aware that we authorized conditioning on the order.

Both paragraph 2.1 of the ICA and paragraph 249 of the TRO provide that Qwest must provide access to an unbundled loop, including two-wire loops "conditioned" to transmit the digital signals needed to provide xDSL service. This includes services "such as ISDN . . . and DS1-level signals." (FCC's First Report & Order, ¶380.) Qwest's tech pub defines ISDN as such an xDSL service (see title of table below). Unlike voice grade loops (which have an NC code of LX--), ISDN – with the NC/NCI code used by Integra here – is one of the services identified as an "xDSL loop" in Qwest's own tech pub. (See title, in excerpt below, and the row for ISDN - DSL compatible loops.) Is it Qwest's policy or practice to nonetheless refuse to remove bridge tap? If not, what is the hold up here?

For the Qwest tech pub, see http://www.qwest.com/techpub/77384/77384.pdf (excerpt copied below).

A customer is being impacted. The vendor meet had a consensus that 800' of BT was present beginning @ 370' from demark. The DLR shows the bridge tap (despite Qwest erroneously indicating on the ticket that there was no bridge tap.) Conditioning was authorized. Please immediately remove any device that could diminish xDSL capability, as required by the ICA and 47 C.F.R. §51.319(a)(1)(iii)(A). Please promptly respond as to Qwest's position on line conditioning for ISDN.

Karen

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Thursday, November 12, 2009 2:17 PM
To: Clauson, Karen L.; Urevig, Rita; Herbold, Matthew; Marquez, Matthew; Reynolds, Mark (Legal); Anderl, Lisa; Salverda, Kathleen

Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.
Subject: RE: Bridge Tap Removal/line conditioning Request - QW TT OW165775 -TMS TT1045265 - escalation

Karen,

This is in reply to your emails of November 9 and November 2 at 8:42 pm.

In reply to your email of November 9, Rita Urevig's email of November 6 explained how to order the Special Copper loop, which entitles Integra in Oregon to a loop without bridge tap. Qwest assumed that you were putting ADSL on the loop based upon the mention of xDSL in Integra's email. If you are putting ISDN on the loop, then use the NCI code for ISDN, rather than the NCI code for ADSL. The rest of the instructions remain the same. I also provided the instructions in at least one of my emails of October 30.

You have asked about having Qwest submit an internal service order to initiate a repair. The issue is that your order needs to reflect Special Copper Loop, the service that you are ordering. Integra's order does not reflect an order for Special Copper Loop. We need the order changed to reflect an order for Special Copper Loop. Qwest's internal service orders do not include changing the customer's order.

With regard to removing all bridge tap when Integra does not have Special Copper Loop in its ICA, we have different understandings regarding Qwest's proposals "in the context of the discussions led for Qwest by Ken Beck." In your email of November 2 at 8:42 pm, you stated your understanding that Integra has rejected Qwest's proposals. Our understanding is that Integra has not rejected Qwest's proposals, and that discussions are still ongoing.

At this point, I do not see the utility in getting into further discussion about why Integra assumed that Qwest was seeking a change order using LXR-, or which NC and NCI codes refer to which products. Qwest continues to deny the various baseless accusations in your emails, such as your accusations of reckless behavior and verifiably false statements.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

Sent: Monday, November 16, 2009 3:46 PM
To: 'Butler, Daphne'; Urevig, Rita; Marquez, Matthew; Reynolds, Mark (Legal); Anderl, Lisa; Salverda, Kathleen
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Denney, Douglas K.; Bjugan, Brianna; Herbold, Matthew
Subject: RE: Bridge Tap Removal/line conditioning Requests - escalation

Daphne/Qwest:

Your email below is unresponsive to our emails of November 2, November 3, and November 9 (copies enclosed). Integra has repeatedly asked Qwest to provide citations to the contract and the law in support of Qwest's position. Your continued failure to do so reinforces Integra's belief that Qwest has no basis in the contract and the law for its position. If Qwest believes that is not the case, please respond to Integra's questions and action items (see enclosed emails) and specifically provide contractual and legal support for Qwest's position. For example (without limiting the questions in the enclosed emails), Qwest has not indicated any legal basis as to why it will not remove bridge tap (including near-end bridge tap) in light of 47 C.F.R. §51.319(a)(1)(iii)(A) and why it limits testing to voice parameters in light of
47 C.F.R. §51.319(a)(1)(iii)(C). Our requests are ongoing.

Regarding Oregon, Qwest continues to focus exclusively on one provision of the ICA (relating to special copper loop) while ignoring both paragraph 2.1 of the ICA and paragraph 249 of the TRO, which provide that Qwest must provide access to an unbundled loop, including two-wire loops "conditioned" to transmit the digital signals needed to provide xDSL service. There is no statement in the ICA or the TRO that this right applies only if we add a specific remark to an order. We have ordered xDSL service pursuant to Section 2.1 of the ICA. Therefore, there is no reason why Qwest cannot issue a service order, because clearly the service available to us per Section 2.1 is the service we are ordering. The internal service order is not changing our order; it is implementing the order we placed per Section 2.1 of the ICA. Qwest has an obligation to remove bridge tap per those orders, the ICA, and 47 C.F.R. §51.319(a)(1)(iii)(A). You continue to reiterate Qwest's unilateral direction requiring Integra to include a remark (referring to special copper loop, without addressing Section 2.1) -- ***which drops the order to manual handling*** -- without citing any provision of the contract or law supporting that unilateral requirement. In contrast, Qwest has admitted that: "Qwest retail does not use a manual process." See CMP Minutes from 1/21/09 CMP Product/Process meeting (Jamal Boudhaouia-Qwest), link at http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21. The law and the contracts prohibit discrimination. Qwest's unilateral decision to require that every one of these CLEC xDSL orders drop to manual handling while its retail orders are processed without manual handling is in violation of those laws and contract provisions requiring nondiscrimination.

Regarding Washington, Qwest has provided no response at all as to the WA ICA provisions that we provided to you. Lisa Anderl represents Qwest in WA and has been included on these emails. Yet, Qwest has not responded to the WA ICA provisions provided by Integra (another copy enclosed). There is no special copper loop issue in WA, but Qwest has still not explained its refusal to remove bridge tap. As discussed in the next paragraph, negotiations of potential changes are no reason for noncompliance. We have provided you detailed support for our position, and Qwest owes its customer such a response.

With respect to the negotiations led for Qwest by Ken Beck, Qwest stated its position regarding removing all bridge tap in its October 2, 2009 written responses to Question Nos. 14(b) and 17. I have sent those responses back to you, Daphne, by separate email today, so that you may review them again. As you can see, I accurately represented Qwest's position on removing all bridge taps. Regarding the status of negotiations, the parties met again on Friday, and the positions of the parties at this time are not close. Even assuming they were close, however, Qwest is not relieved of any of its obligations under the law and the current ICAs simply because talks may be going on. After all, talks at the VP level have been going on between the companies since at least October of 2007 - more than two years. Qwest can hardly expect that Integra would forego its rights for a period of more than two years simply because Qwest was discussing those issues with us (which would create an incentive for Qwest to drag out any such talks). As I indicated previously, unless and until some other resolution were to be reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. There is no suspension of our rights in the meantime.

We disagree with the statements in your email. We continue to request a response to our questions and action items and, in particular, for Qwest to provide citations to legal support for its position.

Karen

Attachment 9

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW164800

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/18/09 13:44 PST
 TRK/TR# OW164800          CKT S 5 /LXFU/972941    /PN
10/23/09 1527 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                             GOOD AT COLO BUT CAN NOT TRAIN AT DMARC, BRIDGE TA
                              P FOUND AT 880 FOOT MARK FROM PREM LENGTH OF 440FT
                              .  ECCKT: 5LXFU972941PN  CFA: ALT04-291  ASS TN503
                              2490023
10/23/09 1531 ST5 RMK   FIX  4HR TKT/PLZ DO CORE TESTS ON CABLE PAIRS + 1004 &
                              40K TONE/CHECK FOR LOADS & BT/ND ALL RESULTS/ TSTR
10/23/09 1720 TDL RMK        150 FT BT 800' FRM DEMARC WITHIN PARAMETERS
              CKT TSTD GD
10/23/09 1837 JZS RMK        CORE TST LOGGED   Y

                              CUS NAME & COMPANY  BONDED
                              CUS CLBK  5034538400
                              RESTORE DATE & TIME  102309 1720PDT
                              SUM/RMK
                              CKD/TOK TO DMARC PER LX-N/BT WITHIN LIMITS FOR
                              LX-N
 10/23/09 1837 JZS RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? Y
                              DID THE CCT OR COT TEST WITH OST? Y
                              BILL FOR DISPATCH?
 10/23/09 1836 JZS RMK        RESCON111506
10/23/09 1836 JZS RMK     RPRNTF040507
11/06/09 1202 S2H RMK        BILLING INFO  >>>DPO CHARGE ONLY<<<
                              -VFYD  RPRT CAT, TRBL TYPE, ACC HRS, EU ADDRESS,
                               CKT TYPE, RST TRBL CD, VALID CLEC TEST, OPT AUTH
                              -REVIEWED  OSSCHI, WORDDOC, OSSLOG, RELATED TKTS

                              1) BILL DPO  OST 481 - 10/23/09 FRM: 1615 TO 1720

                              - OTHER INFO:
 11/06/09 1202 S2H RMK        - TRUCK ROLL(S) BILLED? 1
```

Attachment 10

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OW164257

```
COMMAND              D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE        PRINTER                1 N PAGE 0001       11/18/09 14:23 PST
 TRK/TR# OW164257          CKT S 5 /LXFU/972243    /PN
10/16/09 1533 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              PLEASE REMOVE BRIDGETAP.    **--->PROBLEM=261 FEET
                               OF BT 575 FEET FROM DMARC.  CFA: PST04-4384/TN 54
                              1-743-0202.
10/16/09 1535 ST5 RMK   FIX  4HR TKT/PLZ DO CORE TESTS ON CABLE PAIRS + 1004 &
                              40K TONE/CHECK FOR LOADS & BT/ND ALL RESULTS
10/16/09 1658 SB7 RMK        TECH CHRIS CALLED IN- CKT TESTING OK UP TO SPECS
FOR LXFU CKT                BALANCE=72DB_ RESISTANCE T-R=999_MEG  T-G=999_MEG
R-G=999_MEG FOREIGN VOLTAGE T-R=0__ T-G =0__ R-G=0__   LOAD
TEST(Y/N)=Y
10/16/09 1659 SB7 CUS   FIX   CKT IS MEETING ALL SPECS FOR THIS TYPE OF CKT, IF
YOU WANT BT REMOVED, YOU WILL HAVE TO ORDER THAT TYPE OF CKT
10/30/09 0706 VM3 RMK        BILLING INFO  >>>DPO CHARGE ONLY<<<
-VFYD  RPRT CAT, TRBL TYPE, ACC HRS, EU ADDRESS,
                               CKT TYPE, RST TRBL CD, VALID CLEC TEST, OPT AUTH
                              -REVIEWED  OSSCHI, WORDDOC, OSSLOG, RELATED TKTS

                              1) BILL DPO  OST 338 - 101609 FRM: 1606 TO 1658

                              - OTHER INFO: CPE
 10/30/09 0706 VM3 RMK        - TRUCK ROLL(S) BILLED? 1
```

Selected entries from Local Service Request (LSR) PON CL-2334709-DSL confirming Integra requested conditioning (SCA = Y) and confirming Integra requested a 2-Wire xDSL compatible Loop.

Local Service Request

Administrative Section

CCNA	PON	VER	LSR NO	LOCQTY	HTQTY	LSR REJECT OVERRIDE
O03	**CL-2334709-DSL**	**01**			**0**	

AN (NNN-X99-9999-999)	NAN	DLEC CCNA

Admin

PG_of_	D/T SENT
	200910051152

DSPTCH	DDD	APPTIME	APTCON	DDDO	DFDT
	2009/10/08				

PROJECT	CHC	TEST
		N - No Testing

REQTYPE	ACT	RSTTYP	CIP	CSO1:	CSO2:	PMI
AB	**N**					

CONVIND	MI	SUP	EXP	RTR
				D - Confirmation of LSR & DLR

CC	AENG	ALBR	SCA
7482			**Y - Yes**

AGAUTH	DATED	AUTHNM
Y - Authorization	**2005/04/18**	

PORTTYP:	ACTL:	AI	APOT:	LST:	LSO:	TOS:	NPDI:	SPEC:
					541342	**1**		

NC:	NCI:	SECNCI:	RPON:	RORD:	DLQTY:
LX-N	**02QC5.OOS**	**02IS5.N**			**0**

Selected Entries from the DLR Report for Circuit ID: 5/LXFU/972243/PN confirming the presence of .3 kft (300 ft) Bridge Tap on the circuit.

DLR REPORT

```
IC X                    PON CL-2334709-DSL      VER      ECIA    PG D001 OF 00
CKR                                                              ISS 10-05-09
CO PNSO                ORD N48961515             DLR 001 OF 001  ISS NO 01
ECCKT 5 /LXFU/972243   /PN                                        REFNUM
NOTES SECTION
1 THIS IS A PRO-CDS DESIGN
```

```
2 /19GA/     /22GA/     /24GA/1.6  /26GA/10.3 /BT/
  393                                        BP-IN
  X 947 COUNTRY CLUB RD EXJ                TERM ADDR
3 /19GA/     /22GA/     /24GA/.1   /26GA/1.0  /BT/.
  3
  19                                         BP-IN
  244                                        BP-OUT
  875-11 COUNTRY CLUB RD PDW               TERM ADDR
4 LOSS= 34.3 DB
5 IMP=135 , FREQ=40000
```

Attachment 11

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OE270597

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                1 N PAGE 0001       11/18/09 16:45 CST
 TRK/TR# OE270597          CKT S 3 /LXFU/517831    /NW
10/02/09 1342 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
                              TAKING ERRORS TO THE NIU; 5K CRC ERRORS TESTED 5 M
                              INUTES QRSS TO NIU; INTEGRA TKT 1010671
                              ------------------------------------------------
10/02/09 1345 S1T CUS   FIX  NEED VALID TEST RESULTS OR AUTHORIZATION FOR
                              OPTIONAL TESTING. ALSO NEED INTRUSIVE TESTING
                              AUTHORIZED. NOT T1 CKT FOR QWEST.
10/02/09 1359 MED FLE        OPTIONAL TESTING IS NOT AUTHORIZED  TEST RESULTS W
                              ERE PROVIDED WHEN THE TICKET WAS OPENED
10/02/09 1403 S1T CUS   FIX  ALEC MEGAN AUTHORIZED OPTIONAL AND INTRUSIVE
10/02/09 1406 S1T RMK   FIX  CLEC SAYS TAKING ERRORS TO NIU. PLEASE GET CORE
                              TESTS
10/02/09 1523 322 RMK        HAD CO PULL COIL ON F1 AND SEEING FRGN VLTG AND
                              4KOHM SHORT T/R. TSTNG SPARES NOW.
10/02/09 2146 DM9 SUB   FIX  MT /000  10/02/09  21:46
                              RPT: ERR ; NAF/TAKING ERRORS TO THE NIU; 5K CRC
                             ERRORS TESTED 5 MINUTES QRSS TO NIU; INTEGRA TKT
                              1010671   OPT=Y INTRSV=Y DPO=Y
 10/02/09 2145 DM9 RMK   FIX  999MGOHMS T-R/T-GR/R-GR
 10/02/09 2145 DM9 RMK        1004= 2.8DB
                              BAL=6100 FT
                              0 BR TAP
                              0 LOADS
 10/02/09 2144 DM9 CUS   FIX  OST REPRD OPN ON THE F1 PR BET XBOX & CO.
```

Escalation on Optional Testing Emails

From: Isaacs, Kimberly D.
Sent: Friday, October 02, 2009 2:23 PM
To: 'Urevig, Rita'
Cc: Johnson, Bonnie J.
Subject: Qwest not moving forward with Ticket when Test Results were Provided R173.0

Hi Rita,

Qwest refused to work ticket OE270597 Circuit ID 3/LXFU/517831/NW until Integra authorized Optional Testing. This is an HDSL circuit and we provided Qwest with the following test results:

```
------------ ADDITIONAL TROUBLE INFO ------------
                              TAKING ERRORS TO THE NIU; 5K CRC ERRORS TESTED 5
MINUTES QRSS TO NIU; INTEGRA TKT 1010671
```

Per the Test Results Information download in the Maintenance and Repair PCAT (http://www.qwest.com/wholesale/downloads/2006/060901/Test_Results_Information_10_04.doc), the above test results are appropriate and Qwest should not have required that Integra authorize Optional Testing. Please address this issue with the centers. Thank you.

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Tuesday, October 06, 2009 12:23 PM
To: Isaacs, Kimberly D.
Cc: Johnson, Bonnie J.
Subject: RE: Qwest not moving forward with Ticket when Test Results wereProvided R173.0

Kim,

Qwest should not have pushed back for Optional testing, the test results provided look appropriate. We have provided training to the center.

Please let me know if you have any questions.

Thank you,

Rita M Urevig

Qwest Service Manager
Office 218-723-5801

From: Isaacs, Kimberly D.
Sent: Tuesday, October 06, 2009 4:58 PM
To: Isaacs, Kimberly D.; 'Urevig, Rita'
Cc: Johnson, Bonnie J.
Subject: RE: Qwest not moving forward with Ticket when Test Results wereProvided R173.0

Hi Rita,

We ran into another incident where Qwest insisted we authorize optional testing when we provided test results.
Qwest ticket: OE270973 Circuit ID: 3/LXFU/544385/NW

Integra provided the following test results:
HDSL2 CKT. SEEING LOS ON THE SPAN. CANNOT LOOP INTEGRA NIU FROM SPOTBAY. ALSO, TESTING AT DMARC NOT GETTING 180 VDC. TESTS GOOD AT SPOTBAY. DISPATCH AUTHORIZED.

Qwest insisted upon optional testing indicating the test results were not valid. Thank you.

Kim Isaacs | ILEC Relations Process Specialist
NEW ph. 763-745-8463 | fax 763-745-8459
6160 Golden Hills Dr | Golden Valley, MN 55416

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Tuesday, October 06, 2009 5:36 PM
To: Isaacs, Kimberly D.
Cc: Johnson, Bonnie J.
Subject: RE: Qwest not moving forward with Ticket when Test ResultswereProvided R173.0

Kim,

I will talk with the center manager in the morning about this TT and get back with you.

Thank you,

Rita M Urevig

Qwest Service Manager
Office 218-723-5801

perfecting
the CUSTOMER
experience

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Wednesday, October 07, 2009 11:08 AM
To: Isaacs, Kimberly D.
Cc: Johnson, Bonnie J.
Subject: RE: Qwest not moving forward with Ticket when Test ResultswereProvided R173.0

Kim,

Here is what I found out from Network:

This would be a valid test result on a T1 service, but they reported that test result on an LXFU circuit. On LXFU circuits we need metallic test results because it is just a copper loop.

Does this help?

Thank you,

Rita M Urevig

Qwest Service Manager
Office 218-723-5801

From: Clauson, Karen L. [mailto:klclauson@integratelecom.com]
Sent: Wednesday, October 07, 2009 11:24 AM
To: Butler, Daphne; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna
Subject: Optional testing - xDSL dispute and escalation

Daphne:

Integra reported to its Qwest service manager that Qwest is refusing (as it has in the past over our objection) to proceed with a repair of a copper loop (xDSL) unless and until Integra authorized optional testing, with associated charges, even though Integra had provided test results. There is no valid authorization when Qwest withholds service to obtain alleged consent. Qwest was clearly aware in these situations that the service was xDSL (e.g., not limited to voice grade). In one example provided to Qwest service management, Integra identified the service as "HDSL2" in its remarks, and in another the Qwest tech's said in remarks: "NOT T1 CKR FOR QWEST." Qwest repaired both tickets only after Integra authorized optional testing at Qwest's insistence. The tickets were closed to Qwest facility reasons (i.e., Qwest-caused). Integra point out to the Qwest service manager that optional testing does not apply when a CLEC performs testing. In the example (from Minnesota) in the email below, Qwest's service manager confirmed that Integra provided valid test results, but said that Qwest will not accept broadband test results. In other words, Qwest is also limiting testing to voice transmission only.

Integra disputes these optional testing charges, and all optional testing charges obtained by Qwest under such circumstances. There is no state or entity for which Qwest may charge optional testing charges when the CLEC has performed trouble isolation, and the dispute applies to all states, all entities. Qwest needs to proceed based on Integra's testing results, Qwest should not limit testing (by Integra or Qwest) to voice grade parameters, and Qwest should not require authorization of optional testing when test results are provided by Integra.

The examples show that there is no technical obstacle to Qwest testing and repairing copper loops to work for xDSL; Qwest is simply refusing to do so until it gets charges to which it is not entitled. The Qwest-Integra Minnesota ICA (which is an opt-in of the Qwest-Eschelon Minnesota ICA) makes clear in Section 12.4.1.6 that optional testing charges apply only "when CLEC elects not to perform trouble isolation." Clearly, that is not the case in the example below, as Qwest acknowledges not only that Integra performed trouble isolation but that the results are valid for loops used to provide broadband service.

Qwest, CLECs, and the Minnesota DOC only very recently spent extensive time and resources on the applicable charges in Minnesota, including optional testing charges. The MN Elements Description Matrix, in Section 9.20.3, also limits applicability of the charge to "when CLEC chooses not to provide trouble isolation results." Training Qwest personnel to refuse to proceed with repairs unless and until a CLEC "authorizes" optional testing, when CLEC has performed trouble isolation, is an end-run around the contract, the MN cost case results, and the law.

Please refer to the FCC's rules on cooper loops, including in particular the one we have referred you to previously: 47 C.F.R. §51.319(a)(1)(iii)(C). See also TRO ¶¶ 632-637 & 642-643. In the TRO, the FCC said in ¶642 that ILECs "must provide access, on an unbundled basis, to xDSL-capable loops because competitive LECs are impaired without such loops. Such access may require incumbent LECs to condition the local loop for the provision of xDSL-capable services."
Please respond. Qwest should confirm that it will cease this practice and train its personnel accordingly.

Karen L. Clauson
Vice President, Law & Policy
direct 763.745.8461 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020

From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Friday, October 09, 2009 3:02 PM
To: Clauson, Karen L.; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna
Subject: RE: Optional testing - xDSL dispute and escalation

Karen,

Qwest's concern is not voice testing versus broadband testing. Qwest is concerned with isolating the trouble.

Qwest has reviewed the Trouble Tickets provided by Integra and reviewed the test requirements and results. Integra has performed service tests using its own equipment. This means that no tests were performed on the copper by itself. Qwest did not accept the test results because the results showed that the service was not working, but the results did not isolate the trouble to Qwest's network. The service test that Integra performed does not exclude the possibility of trouble with the NIU, i.e. Integra's facilities. For instance, Integra indicated that they can not loop the NIU from the SPOTBAY. This test result does not indicate that the copper loop is not performing to any standard. This test may lead a technician to believe that the NIU may be faulty. Integra should perform metallic testing in addition to service testing in order to isolate the problem to the copper loop.

Integra indicated that the test results they have provided are acceptable. That is correct so far as it goes. That is, they are acceptable service test results. But they are not copper, or metallic, test results. Integra needs to perform tests that show that the trouble is in Qwest's copper infrastructure, accordingly Integra should provide metallic test results.

Qwest provides its wholesale customers services as well as unbundled elements. For instance DS-1 service is available to wholesale customers. The tests that Integra performed based on the examples provided apply to DS-1 service and not the copper facilities that underlie the service.

Qwest has advised the CLECs of the Transmission Performance Parameters tests we perform on the Copper Loop as found in Section 6.2 of Qwest's Technical Publication 77384. Integra should provide to us the same test results that we perform as part of the Transmission Performance Parameters test.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)
From: Clauson, Karen L.
Sent: Friday, October 09, 2009 6:20 PM
To: 'Butler, Daphne'; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna
Subject: RE: Optional testing - xDSL dispute and escalation

Daphne:

In these examples, the test results did isolate the troubles to the Qwest network, and this was confirmed by the fact that Qwest agreed they were in the Qwest network. While you argue that they "could" have been in our network, the fact remains that they were not, consistent with the test results provided by Integra to Qwest. When the trouble is in the Qwest network, Qwest is not supposed to charge us for repairing its own troubles. (See, e.g., ICA Sections 9.2.5.2 & 12.4.3.6.1.)

In the enclosed Word document, I have responded to each of your points in the order they appear below. The dispute and escalation are ongoing.

Recently, Qwest asked Integra in another context to respond item-by-item. Please respond item-by-item to the points in the enclosed document.

Thank you,
Karen

10/0/09 Integra Revised Enclosure to 10/9/09 Qwest Email
Integra responds to each of the points in the order in which they appear in Qwest's email of today, 10/9/09. Qwest, please respond item-by-item.

Qwest: Qwest's concern is not voice testing versus broadband testing. Qwest is concerned with isolating the trouble.

Integra: Please tell us whether, by stating that Qwest's concern is not voice testing versus broadband testing, Qwest is agreeing that it will conduct testing at broadband levels as needed to restore xDSL service so that the loop will continue to work for the xDSL service.

- If metallic or core tests do not result in service that continues to work *for HDSL* (*i.e.,* as needed; not in every case), will Qwest test to digital/xDSL parameters (e.g., 196 kHz)?

Until Integra receives a clear, affirmative response to the above questions, it must assume that Qwest's position has not changed from its previously stated position. Although Qwest may not be concerned about it as Qwest is the beneficiary of Qwest's anticompetitive position on testing (discussed in more detail below), but it is of great concern to your customer, Integra. Integra is concerned with isolating trouble, including trouble that interferes with broadband service provided using a conditioned copper loop. The issue presented by Qwest's position (see, e.g., 6/5/08 Qwest email and your 4/1/09 letter, both quoted below) is whether, when needed, Qwest will test to the parameters appropriate for the

flavor of xDSL (broadband, or advanced, services) requested by Integra. Section 9.2.2.9.6 of the ICA states: "Qwest will perform the performance testing necessary to assure that the facility meets appropriate performance parameters. This includes the following performance tests for various Loop types." Section 4.0 of the ICA defines "includes" to mean "includes but not limited to" and "without limitation." The list of examples of loop types in Section 9.2.2.9.6 is not exhaustive. The appropriate performance parameters for HDSL2, for example, include testing loss, when needed, at a 196 kHz.[2] Qwest is required under the ICA to provide Integra xDSL capable loops.

> Section 9.2.2.1.1 provides: "Use of the word 'capable' to describe Loops in Section 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface*** codes, as contained in the relevant technical publications ***and industry standards***." (emphasis added)
>
> Section 9.2.2.1.2 provides: "Use of the word 'compatible' to describe Loops in Section 9.2 means the Unbundled Loop ***complies with*** technical parameters of the specified Network Channel/***Network Channel Interface*** codes as specified in the relevant technical publications ***and industry standards***. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment." (emphasis added)

Although Qwest chooses to offer xDSL capable loops over a non-loaded loop (rather than to create a "product" by the name of e.g., HDSL2 capable loop), that choice does not change Integra's legal and contractual rights to obtain xDSL capable loops and for Qwest to conduct testing as needed to restore service to xDSL so that it continues to work for xDSL.

Qwest: Qwest has reviewed the Trouble Tickets provided by Integra and reviewed the test requirements and results. Integra has performed service tests using its own equipment. This means that no tests were performed on the copper by itself. Qwest did not accept the test results because the results showed that the service was not working, but the results did not isolate the trouble to Qwest's network. The service test that Integra performed does not exclude the possibility of trouble with the NIU, i.e. Integra's facilities. For instance, Integra indicated that they can not loop the NIU from the SPOTBAY. This test result does not indicate that the copper loop is not performing to any standard. This test may lead a technician to believe that the NIU may be faulty. Integra should perform metallic testing in addition to service testing in order to isolate the problem to the copper loop.

Integra: See cover email. Regarding metallic testing, see the next response. You refer to metallic testing "in addition to service testing."

- Please define "service testing."
- Is Qwest requiring two sets of tests: (1) metallic testing, and (2) service testing?
- If so, are there circumstances (i.e., exceptions) in these types of situations when both are not required and either one or the other type will be accepted? If so, please describe those circumstance(s).
- If Integra authorizes optional testing, Qwest agrees that Integra is not required to provide any test results, correct? (See ICA Section 12.4.1.6 – "when CLEC elects not to perform trouble isolation").

[2] ICA, Section 4.0 states: "'HDSL2'" or "'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting ***a bit rate of 1.544 Mbps***" (emphasis added).

You indicate that Integra should "isolate the trouble to Qwest's network."

- Please indicate whether Qwest agrees that, once a trouble is isolated to the Qwest network, it is Qwest's job to test and isolate trouble within its network as needed, and to repair to restore service when the trouble is in Qwest's network.
- If Integra-provided test results isolate to Qwest' network, that is sufficient. As to where the trouble is within Qwest's network, that is Qwest's responsibility to identify it.

Qwest: Integra indicated that the test results they have provided are acceptable. That is correct so far as it goes. That is, they are acceptable service test results. But they are not copper, or metallic, test results. Integra needs to perform tests that show that the trouble is in Qwest's copper infrastructure, accordingly Integra should provide metallic test results.

Integra: You state again that Integra "should perform metallic testing."

- Please indicate whether, by "metallic" testing, Qwest is referring to loss at only 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance.
- If not, please provide the parameters which Qwest considers to be "metallic" testing. Please provide the parameters and do not respond to any technical publication (see final response below).
- Please indicate whether Qwest sometimes refers to 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance as "core" tests, and indicate if, by metallic tests, Qwest means "core" tests. If Qwest views "metallic" and "core" tests as different, please describe the differences.
- Please indicate whether, if Integra provides "metallic" testing results to Qwest in these types of situations, Qwest will proceed to test and repair the service.
- If the answer to the immediately preceding question is yes, please indicate whether Qwest will repair it to a standard that xDSL (e.g., HDSL2 in this example) will continue to work.
- If "core" or "metallic" testing does not result in a working loop, will Qwest test for HDSL at 196 kHz? Will Qwest test for HDSL (ordered over a 2-wire non-loaded loop, per Qwest's process) at 196 kHz in any circumstance and, if so, describe the circumstance(s)?
- The above questions assume that Integra has not authorized optional testing. If Integra authorizes optional testing, do any of the above answers change and, if so, how?

Qwest: Qwest provides its wholesale customers services as well as unbundled elements. For instance DS-1 service is available to wholesale customers. The tests that Integra performed based on the examples provided apply to DS-1 service and not the copper facilities that underlie the service.

Integra: See legal citations below. Also, in the TRO ¶23, the FCC confirmed Qwest's obligation to unbundle both "high-capacity lines" and "xDSL-capable loops" for advanced services, so Integra does not have to choose between them.

- Is Qwest indicating that Integra must order Qwest's more expensive DS1 capable loop before Qwest will restore to a standard when the HDSL/xDSL service on a conditioned copper loop will continue to work?

In a Qwest (RVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added):

"The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop."

I provided this quote, along with associated questions, to you in my letter of March 20, 2009. In your April 1, 2009 letter, you said: "Once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work."

- Do the statements in Qwest's June 5, 2008 email and April 1, 2009 letter still reflect Qwest's position? If not, please explain.
- If so, please explain how these statements comply with TRO ¶23 and 47 C.F.R. §51.319(a)(1)(iii)(C) (copied below).
- If so, please explain how these statements comply with Section 9.1.9 of the Qwest-Integra ICA (which reflects the Minnesota DOC's language for this section, adopted in the Minnesota Qwest-Eschelon arbitration decision, MN Docket No. P-5340421, Issue No. 9-33).

Qwest: Qwest has advised the CLECs of the Transmission Performance Parameters tests we perform on the Copper Loop as found in Section 6.2 of Qwest's Technical Publication 77384. Integra should provide to us the same test results that we perform as part of the Transmission Performance Parameters test.

Integra: As Qwest knows from our many communications on this subject for more than two years, Integra is requesting xDSL, digital loops. (See, e.g., ICA Sections 4.0 and 9.2.2.3). Qwest cannot treat all copper loops as though they were analog, voice grade loops. Qwest must condition copper loops to enable CLECs to offer advanced services.[3]

ICA Section 9.2.6 states (with emphasis added): "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner ***to permit CLEC to provide Advanced Services to its End User Customers***." Qwest is not meeting this requirement when it provides a loop that does not enable CLEC to provide the requested advanced services to its end user customers.

Regarding the technical publication, ICA Sections 2.3 and 12.4.3.5, with emphasis added, state:

2.3 Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, ***PCAT***, methods and procedures, ***technical publications***, policies, ***product notifications*** or other ***Qwest documentation*** relating to Qwest's or CLEC's rights or

[3] *E.g.*, TRO footnote 1925 to ¶ 635 ("Specifically, in the UNE Remand Order, the Commission held that incumbent LECs must remove certain devices, such as bridge taps, low-pass filters, and range extenders, from basic copper loops in order ***to enable*** the requesting carrier to ***offer advanced services***. UNE Remand Order, 15 FCC Rcd at 3775, para. 172.") (emphasis added).

obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, ***the rates, terms and conditions of this Agreement shall prevail.***

12.4.3.5 Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard.

See also Integra's March 20, 2009 CMP Escalation of CR #PC082808-1IGX and, in particular, regarding routine test parameters and levels, see the chart on page 4 [from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication] and discussion of that chart on pages 4-5 of the Escalation. In addition to submitting that response in CMP, Integra provided a copy of the Escalation to Qwest with its April 9, 2009 notice letter.

Generally, please refer to the following citations:

ILEC must "condition loops to allow requesting carriers to offer advanced services." TRO fn 1946 to ¶642. CLECs are "impaired" without access to xDSL copper loops. TRO ¶¶ 23, 642. Unbundling of the local loop includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." TRO ¶ 249; *see also* UNE Remand Order ¶ 166; and First Report and Order, ¶ 380. In the TRO, ¶23, the FCC confirmed Qwest's obligation to unbundle both "high-capacity lines" and "xDSL-capable loops" for advanced services.

If technically feasible, <u>the ILEC</u> "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." 47 C.F.R. §51.319(a)(1)(iii)(C).

Line conditioning is defined as "the removal from a copper loop of any device that could diminish the capability of the loop to deliver xDSL. Such devices include bridge taps, load coils, low pass filters, and range extenders." 47 C.F.R. §51.319(a)(1)(iii)(A). Loops must be "stripped of accretive devices." TRO ¶ 643.

ILEC conditioning obligation applies to "loops of any length." TRO fn 1946 to ¶642. (There is an exception when voice service is degraded.)

TRO ¶¶ 632-637 & 642-643.
From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Friday, October 16, 2009 11:56 AM
To: Clauson, Karen L.; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita
Cc: Denney, Douglas K.; Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna
Subject: RE: Optional testing

Karen/Integra

This responds to your email dated October 9, 2009, regarding a dispute over Integra Minnesota ICA section 12.4.1.6 and the conditions under which Qwest charges for optional testing. Much of your enclosure to your October 9 email is not relevant to the dispute, and seems targeted to the HDSL issue that is currently under settlement negotiations between Steve Fisher of Integra and Ken Beck of Qwest, rather than the dispute regarding optional testing.

Qwest will provide answers to the seven questions that are pertinent to the dispute at hand, which are:

- Please define "service testing."
- Is Qwest requiring two sets of tests: (1) metallic testing, and (2) service testing?
- If Integra authorizes optional testing, Qwest agrees that Integra is not required to provide any test results, correct? (See ICA Section 12.4.1.6 – "when CLEC elects not to perform trouble isolation").
- Please indicate whether Qwest agrees that, once a trouble is isolated to the Qwest network, it is Qwest's job to test and isolate trouble within its network as needed, and to repair to restore service when the trouble is in Qwest's network
- Please indicate whether, by "metallic" testing, Qwest is referring to loss at only 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance.
- Please indicate whether Qwest sometimes refers to 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance as "core" tests, and indicate if, by metallic tests, Qwest means "core" tests. If Qwest views "metallic" and "core" tests as different, please describe the differences.
- Please indicate whether, if Integra provides "metallic" testing results to Qwest in these types of situations, Qwest will proceed to test and repair the service.

Qwest responds that, by "metallic" testing, Qwest is referring to loss at 1004 Hz and 40 kHz, Loop Noise, Foreign Voltage, Resistance to Ground, Conductor Loop Resistance. Core tests refer to the essential basic tests required to prove trouble on an element. It just so happens that on a copper loop, metallic tests are the core tests. On another element, the core tests may be different. By service testing, we are generally referring to readings from a digital test point. An example of a valid service test for a DS1 service would be "can't loop NIU". More examples of valid test results for copper loops and valid test results for DS1 services can be found online at:
http://www.qwest.com/wholesale/downloads/2006/060901/Test_Results_Information_10_04.doc If you order a service from us, such as DS1 service, we require service testing. If you order a metallic loop from us, then we require metallic testing. If Integra has ordered a loop, but does not provide test results that show it has isolated the trouble to Qwest's network, i.e., metallic tests, then Integra must authorize optional testing, and Integra need not provide any test results. Where Integra has ordered an unbundled loop, and metallic test results isolate trouble to the loop, then Qwest will repair the loop.

As you may gather from the foregoing, and from my email of Friday, October 9, Qwest disagrees with your statement that the test results that Integra provided in Minnesota isolated the troubles to the Qwest network, and that this was confirmed by the fact that Qwest agreed that the troubles were in the Qwest network. There is a distinct difference between providing test results that isolate the trouble, and providing test results that show nothing more than there is trouble somewhere. Integra did the latter. It just so happens that the trouble was in Qwest's network, but there is no necessary correlation between the test results that Integra provided and the location of the trouble.

Finally, you state that the dispute and escalation continue. If Integra is initiating a billing dispute, Integra needs to follow the procedures in Section 21 of the ICA.

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

From: Clauson, Karen L. [mailto:klclauson@integratelecom.com]
Sent: Friday, October 16, 2009 11:22 AM
To: Butler, Daphne; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita; Beck, Ken
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna; Denney, Douglas K.
Subject: RE: Optional testing

We appreciate the responses you did provide. We will review them.

In the future, we ask that Qwest personnel do not ask Integra (business and legal personnel) to respond item-by-item (such as its recent request), as Qwest refuses to respond in that manner itself.

We disagree with your analysis of these examples, as previously indicated. We have initiated a dispute in writing, consistent with Section 12.8 of the ICA. Qwest is on notice that Integra has an ongoing dispute. Our normal billing procedures will be followed. Again, Qwest is required to test, and it shall not limit its testing to voice grade parameters. See 47 C.F.R. §51.319(a)(1)(iii)(C). Calling voice grade tests "core" tests does not change the fact that Qwest is limiting testing to voice grade parameters. Qwest is on notice of our position (see, e.g., 3/20/09 notice letter), and we continue to expect compliance. We will continue to monitor the situation.

Karen
From: Butler, Daphne [mailto:daphne.butler@qwest.com]
Sent: Friday, October 16, 2009 12:31 PM
To: Clauson, Karen L.; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita; Beck, Ken
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna; Denney, Douglas K.
Subject: RE: Optional testing

Karen

Thanks for your quick response. I think there may be a typo. I do not see a section 12.8 in the Integra Minnesota agreement. To what section are you referring?

Daphne E. Butler
Corporate Counsel
Qwest Corporation
1801 California, 10th Floor
Denver, CO 80202
303-383-6653 (voice)
720-203-0497(mobile)
303-896-1107 (fax)

From: Clauson, Karen L.
Sent: Friday, October 16, 2009 12:39 PM
To: 'Butler, Daphne'; Topp, Jason; Salverda, Kathleen; Coffin, Kristi; Urevig, Rita; Beck, Ken
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Bjugan, Brianna; Denney, Douglas K.
Subject: RE: Optional testing

Yes, I transposed the numbers. Section 21.8 ("Billling, Escalations, and Disputes").

Attachment 12

Selected entries from the Qwest CEMR Trouble Ticket Work Log (OSSLOG) for Qwest ticket OE270973

```
COMMAND                D WFAC: WORK LOG (OSSLOG)                    /FOR
 GO TO PAGE          PRINTER                 1 N PAGE 0001       11/18/09 16:38 CST
TRK/TR# OE270973     CKT S 3 /LXFU/544385  /NW
10/06/09 1324 MED FLE        ------------ ADDITIONAL TROUBLE INFO ------------
HDSL2 CKT. SEEING LOS ON TH E SPAN. CANNOT LOOP INTEGRA NIU FROM SPOTBAY. ALSO
, TESTING AT DMARC NOT GETTING 180 VDC. TESTS GOOD  AT SPOTBAY. DISPATCH AUTHORIZED
10/06/09 1329 S1T CUS   FIX  THIS IS NOT A T1 CKT FOR QWEST. NEED VALID TEST
                              RESULTS OR AUTHORIZATION FOR OPTIONAL TESTING.
10/06/09 1339 S1T RMK   FIX  PLEASE GET CORE TESTS AND CALL 888-678-7070 OPT.
10/06/09 1530 S1T CUS   FIX  OST JERRY 411 HAS SHORT ON F1 STRAIGHT FEED.
                              LOOKING FOR A SPARE.
10/06/09 1548 C1G CUS   FIX  WILL SEND RQST TO CLOSE,DEF F1, CTC F1,RST 100609
                              1540
 10/06/09 1547 C1G CUS        COPPER050207- TECH EC# 411
                              1004HZ=-1.1     NOISE=0          BALANCE=99
                              RESISTANCE T-R=100 T-G=100 R-G=100 MEGOHMS
                              FOREIGN VOLTAGE T-R=0    T-G=0    R-G=0    VOLTS
                              ANY LOAD COILS (Y/N)=N   ANY BRIDGE TAP (Y/N)=N
                              OST JERRY 411,FOUND SHORT ON RING SD F1,CTC F1,
                              ISLOLATED =1430,RSTD = 1540, W/W COT =BRIAN, CKT
                              NORMALIZED.
10/06/09 1550 C1G RMK   FIX  NOACCS020807
                        TROUBLE ISOLATION WAS DONE BY TECH.
 10/06/09 1550 C1G RMK   FIX  OPTIONAL TESTING WAS AUTHORIZED.  IN STOP TIME
                         UNTIL TROUBLE ISOLATION WAS DONE BY TECH.
                         CANT LP NIU FRM CFA, BAD F1,CTC RST100609 1540
 10/06/09 1552 C1G RMK        WAS CUSTOMER INFORMED OF RESTORE TIME? Y
                              OPTIONAL TESTING BILLABLE? Y
```

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-15

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment N: Failure to Assign the Best Available Loop

I. QWEST NOT ASSIGNING THE BEST AVAILABLE LOOP – ASSIGNING TO VOICE PARAMENTERS FOR CLECs	
Description of Events	**Description of Qwest's Response**
On 10/19/09, Integra submitted Local Service Request (LSR) PON: BS-2334098-HDSL requesting a 2-Wire Non-Loaded (NC Code – LX-N) HDSL (NCI code: 02QB9.00H) Loop. Integra authorized the charges to condition the loop.	Qwest delivered Circuit ID 3.LXFU.562922..NW with 110 feet of Bridge Tap.[1] Bridge Tap is known to have a potential negative impact on DSL signals. Qwest's Raw Loop Data – Unassigned by Address indicates that there are at least two loops available without Bridge Tap at this end user customer's service address. The CLEC is unable to reserve or select the loop that would best meet the technical parameters. Qwest has sole control over the assignment process, and the Qwest assignment process did not select the best loop.

[1] The Bridge Tap on the circuit in this example is not currently interfering with the HDSL service. If Qwest later makes a network change that results in the Bridge Tap causing interference, however, Qwest should remove the Bridge Tap. Its current policy, however, is to refuse to do so. Qwest claims Qwest has ***no obligation to repair*** it to the standard that HDSL will continue to work." Qwest attorney Daphne Butler, 4/1/09 letter to Integra (emphasis added). See Attachment C(23), p. 107 & Attachment A, Row No. 5.

Excerpts from Local Service Request (LSR) PON BS-2334098-HDSL, which confirms Integra requested conditioning (SCA = Y) and confirms Integra ordered a 2-Wire Non-Loaded HDSL compatible loop.

Order Information

PON: **BS-2334098-HDSL** VER: **1**

REQTYP: **A - Unbundled Loop** B - Firm Order

Activity: **N - New Installation and/or Account**

TOS: **1 - Business**

Admin

PG_of_	D/T SENT
	200910191650

DSPTCH	DDD	APPTIME	APTCON	DDDO	DFDT
	2009/10/23				

PROJECT	CHC	TEST
		N - No Testing

REQTYPE	ACT	RSTTYP	CIP	CSO1:	CSO2:	PMI
AB	**N**					

CONVIND	MI	SUP	EXP	RTR
				D - Confirmation of LSR & DLR

CC	AENG	ALBR	SCA
7482			**Y - Yes**

AGAUTH	DATED	AUTHNM
Y - Authorization	**2009/09/30**	**[Customer Identifying information Redacted]**

PORTTYP:	ACTL:	AI	APOT:	LST:	LSO:	TOS:	NPDI:	SPEC:
					651452	**1**		

NC:	NCI:	SECNCI:	RPON:	RORD:	DLQTY:
LX-N	**02QB9.00H**	**02DU9.00H**			**0**

Excerpts from the Qwest Completion Notice for PON BS-2334098-HDSL which confirms Qwest delivered 2 Wire Non-Loaded loop on Circuit ID 5.LXFU.562922..NW.

Service Order Processor Completion Notice

Service Order Processor Completion Notice Sent: 10/21/2009 14:39, MDT

```
Completion Notice for LSR_ID:  29444411

######## Administration Section
##############################################

  CCNA  CC--  PON------------  VER  LSR-NO  C/TSENT---------------
  O03   7482  BS-2334098-HDSL  1            10/21/2009 02:39:41 PM

######## Order Information Section
#########################################

  ORDER-REF-NUM  ORD------  CD--------  AN--------------
  1              N49853634  10/21/2009  651 W30-2301-634
S&E Section:
     ACTION  USOC/FID

             ICKI  A1/CLS 3.LXFU.562922..NW
             /CKR  HDSL2.[Customer Identifying Information Redacted]
OICE.1

             ICKL  1-.[Customer Identifying Information Redacted]
             /CFA  .[Customer Identifying Information Redacted]
             /TAR MN1909

             ILCON  NR, 000 000-0000
     I1      TYLCQ/NC LX-N/NCI 02QB9.00H/ZCID O03

              ICKL  2-.[Customer Identifying Information Redacted] /LSO
      651 452/TAR MN1909
             /SN  .[Customer Identifying Information Redacted]

             ILCON  .[Customer Identifying Information Redacted]
     I1      U23WX/NC LX-N/NCI 02DU9.00H/CNC 1CRUL/ZCID O03/RTZ 4
     I1      1CRUL/ZCID O03
     I1      VT6TU/ZCID O03
     I1      URCTC/ZCID O03
     I1      URCTD/ZCID O03
```

Excerpts from the Qwest Interconnect Mediated Access (IMA) Pre-Order Raw Loop Data Assigned by Address which confirms that Qwest assigned and delivered 3.LXFU.562922..NW (2-Wire non-loaded loop) on facility, with a Bridge Tap.

Begin (22 of 22) -- Raw Loop Data Query By Assigned Address

WTN:

CIRCUIT ID (ECCKT) :

3.LXFU.562922..NW CKL 2

TPRDI :	Loop Status:
	WKG

Begin (1 of 2) -- Raw Loop Data Query By Assigned Address

TERMINAL ID:

X 2990 LONE OAK CIR

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
25	**NO_PG**	**303**		**0**

BRIDGE TAP OFFSET:

4 1.771

MAKE UP DESC:

24AWG 1.781kf 26AWG
0.025kf 24AWG 0.490kf
26BT 0.110kf

End (1 of 2) -- Raw Loop Data Query By Assigned Address
Begin (2 of 2) -- Raw Loop Data Query By Assigned Address

TERMINAL ID:

I [Customer Identifying Information Redacted]

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
2990L	**NO_PG**	**2492**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

24AWG 2.020kf 26AWG
0.980kf 24AWG 0.720kf

Excerpts from the IMA Pre-Order Raw Loop Data Un-assigned by Address which confirms that there were at least two loops without Bridge Tap at the end user customer's location. This also confirms that CLECs are unable to reserve or select the best available facility.

Raw Loop Data Query By UnAssigned Address

Query by Address

This query will NOT reserve these facilities. This is a query

Begin (4 of 20) -- Raw Loop Data Query By UnAssigned Address

WTN:

CIRCUIT ID (ECCKT) :

TPRDI :

Loop Status:

CNF

Begin (1 of 2) -- Raw Loop Data Query By UnAssigned Address

TERMINAL ID:

X 2990 LONE OAK CIR

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
5	**NO_PG**	**563**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

22AWG 1.517kf 24AWG 0.510kf

End (1 of 2) -- Raw Loop Data Query By UnAssigned Address

Begin (2 of 2) -- Raw Loop Data Query By UnAssigned Address

TERMINAL ID:

I .[Customer Identifying Information Redacted]

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
2990L	**NO_PG**	**2457**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

24AWG 2.020kf 26AWG
0.980kf 24AWG 0.720kf

End (2 of 2) -- Raw Loop Data Query By UnAssigned Address
Begin (7 of 20) -- Raw Loop Data Query By UnAssigned Address

WTN:

CIRCUIT ID (ECCKT) :

TPRDI :	Loop Status:
	CNF

Begin (1 of 2) -- Raw Loop Data Query By UnAssigned Address

TERMINAL ID:

X 2990 LONE OAK CIR

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
25	**NO_PG**	**277**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

24AWG 1.781kf 26AWG
0.025kf 24AWG 0.490kf

End (1 of 2) -- Raw Loop Data Query By UnAssigned Address
Begin (2 of 2) -- Raw Loop Data Query By UnAssigned Address

TERMINAL ID:

I .[Customer Identifying Information Redacted]

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
2990L	**NO_PG**	**2419**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

24AWG 2.020kf 26AWG
0.980kf 24AWG 0.720kf

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-16

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment O: AdTran DSL Assistant Example

Selected Entries from Qwest's Interconnection Mediated Access (IMA) Pre-Order Raw Loop Data – by TN used to determine Loop Make-Up.

Raw Loop Data Response

Begin (1 of 1) -- Raw Loop Data Query By TNs

WTN:
651-297-7073

CIRCUIT ID (ECCKT) :

TPRDI :

Loop Status:
WKG

SAPR: SANO: **121** SASF:

SASD: **E** SASN: **7TH**

SATH: **ST** SASS:

LD1: LV1: LD2: LV2: LD3: LV3:

CITY: **ST PAUL**

STATE: **MN** ZIP:

WCCLLI: **STPLMNMK** MLTDIST: **4400.0**

Begin (1 of 1) -- Raw Loop Data Query By TNs

TERMINAL ID:
121 E 7 ST

CABLE NAME:	PAIR GAIN TYPE:	PAIR NUMBER:	LCT:	LOAD POINTS AMOUNT:
70	**NO_PG**	**2444**		**0**

BRIDGE TAP OFFSET:

MAKE UP DESC:

```
22AWG 0.150kf 26AWG 3.850kf
24AWG 0.040kf
```

From AdTran's DSL Assistant Tool (Minnesota Commission Business Address):

ADTRAN

Tech Support: 800-726-8663
256-963-8716

Date: Fri Nov 20 12:56:48 CST 2009

Loop Makeup

Total Loop Length(ft)	4040.0	Total Loop resistance(ohms)	342.7
Total Bridged Tap Length(ft)	0.0	Number of gauge changes:	2
Longest Bridge Tap Length(ft)	0.0	Loop Attenuation Loss (dB):	13.72

Engineered Results

Pass/Caution/Fail: Pass

Technology: HDSL2 Frequency (kHz): 196.0

Wire Gauge (awg):	22	26	24
Total length in circuit (ft)	150	3850	40

	Criteria (dB):	Engineered (dB):	Measured (dB):
Loop Attenuation Loss (dB):	28.0	13.72	_____

Entry from AdTran's DSL Assistant Tool:

ADTRAN

Tech Support: 800-726-8663
256-963-8716

Date: Fri Nov 20 13:40:49 CST 2009

Loop Makeup

Total Loop Length(ft)	10983.0	Total Loop resistance(ohms)	805.5
Total Bridged Tap Length(ft)	153.0	Number of gauge changes:	7
Longest Bridge Tap Length(ft)	153.0	Loop Attenuation Loss (dB):	33.89

Engineered Results

Pass/Caution/Fail: Fail

Technology:	HDSL2	Frequency (kHz):	196.0
Wire Gauge (awg):		26	24
Total length in circuit (ft)		7036	4680

	Criteria (dB):	Engineered (dB):	Measured (dB):
Loop Attenuation Loss (dB):	28.0	33.89	_____

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-17

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment S:
Examples of Qwest Employee Conduct Reported by Integra's End User Customers[1]

Description of Event	Description of Qwest Response and Date
Two End Users reported that a Qwest representative called and said Qwest did not have to lease lines to Integra any longer: Two different Integra customers reported to Integra that a Qwest representative contacted them and said that Integra leases the lines from Qwest and due to a new federal Act Qwest is not required to lease the lines anymore and that Qwest can now save the customer a great deal of money. (10/19/09)	***Qwest said it was unable to provide a response:*** Qwest said it did not have enough information (name or callback number of caller) to find out information but Qwest said "Qwest was not able to locate a calling campaign in Minnesota. Be assured that Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers." (10/22/09)
End User reported Qwest technician made disparaging remarks about Integra and quoted rates Integra would charge them for work: Customer reported to Integra that a Qwest technician told the customer that the trouble was in its jack and said that the technician told the customer Integra would charge $350 to fix the jack. The Qwest trouble ticket confirmed the trouble was Qwest caused due to a broken jumper in the Qwest central office and not the customer's jack. Qwest fixed the jumper and restored the service. The customer also said the Qwest technician told the customer that Integra was nothing but trouble. The customer reported the next day they were out of service again. Integra dispatched a technician and found that the customer's wire was disconnected at the demarc with no explanation. (9/24/09)	***Qwest denied the Qwest technician made any comments:*** Qwest said it reviewed the trouble tickets with the Qwest technicians involved and provided its overview, which was in conflict with what the customer told Integra. Qwest said" "At no time did the OST[2] quote her a price to fix the jack or make derogatory commits about Integra." Qwest also said that Integra canceled the second trouble ticket. Integra canceled the trouble ticket because the Integra technician repaired the wire that was disconnected at the demarc, and restored the customer's service. (9/29/09)

[1] Integra provides an issues log to Qwest service management regularly, and these examples are in the issues log, so Qwest has the supporting documentation.
[2] "OST" refers to an outside technician.

Description of Event	Description of Qwest Response and Date
End User reported a Qwest technician said that Qwest repairs Qwest circuits in 4 hours but not for contracted wholesale customers (i.e., Integra): An Integra customer asked why they were having Qwest cable issues and its tenant (which is a Qwest customer) did not have an issue. The customer said that the Qwest technician dispatched for a repair on the circuit said that Qwest has a 4 hour turn around time for Qwest customers but not for contracted Qwest customers. (11/10/09)	***Qwest denied there was any evidence of wrong doing:*** Qwest responded to Integra that it found no evidence of wrong doing. Integra asked Qwest for clarification of whether the response meant the technician denied making the comment or whether Qwest's response was intended to mean that Qwest believed the comment was appropriate. Qwest did not provide the clarification Integra requested and stated again it had found no evidence of wrong doing. (11/12/09)
End User reported that a Qwest Technician doing a repair made disparaging remarks about Integra: An Integra customer reported that while a Qwest technician was at the customer's location to repair its circuit, the technician found trouble on a second circuit. Integra's customer said that the Qwest technician said he would not touch this second circuit without a ticket. Integra opened a ticket on the second circuit and told the customer Integra would attempt to have the second ticket assigned to the Qwest technician while he was still onsite. The customer told Integra the Qwest technician said that would not happen and it was likely the second repair ticket would take a couple of days to resolve. The customer said the Qwest technician then said this is what happens when you have an alternate provider. (8/3/09)	***Qwest agreed – Qwest said it addressed this with the manager and had taken the appropriate action:*** Qwest responded and said it took the appropriate action. (8/18/09)

Description of Event	Description of Qwest Response and Date
End User provided a copy of an email from Qwest which had disparaging remarks about Integra: Integra's customer sent Integra an email that Qwest sent to the customer. In the email, a Qwest Business Partner who said he worked closely with Qwest Corporate told the customer that Integra was a billing agent that was reselling Qwest service. The email said you are already on Qwest lines simply paying someone else to utilize them. (5/11/09)	***Qwest agreed - Qwest addressed the situation with its employee and contacted the partner that sent the email to cease the distribution:*** Qwest responded and said it had addressed the issue with its employee (the email was sent from a Qwest partner working with Qwest Corporate-see the email in attachment #5) and that Qwest had also contacted the partner and asked that the partner cease distribution. (8/25/09)
End User reported that a Qwest technician intentionally brought the service down because the customer asked Qwest to move its van that was taking customer's parking spots: Integra's customer said that Qwest technicians had been working in the area for several days and were occupying parking spaces reserved for his customers. The customer said he asked the Qwest technicians to move the vans, and a Qwest technician said let's see how long it takes to get lines fixed if your service goes down. The next morning the customer told Integra the customer saw a Qwest technician climb the pole, and his service went down. The customer said the tech came down the pole and said good luck getting that fixed and left. Integra verified the customer was without service and opened a trouble ticket. Qwest closed the trouble ticket as no trouble found and said the service was good to the demarc. After Qwest closed the trouble the customer said the service started working again. (5/6/09)	***Qwest said it the network organization had been coached but also said it could not locate the crew working at that location:*** Qwest said that without a description it was not able to find the Qwest crew working in that area, even though Integra provided very detailed information including an address and the times of day. (5/20/09)

Description of Event	Description of Qwest Response and Date
End User reported that, during a winback attempt, Qwest made disparaging remarks about Integra: Integra's customer said that Qwest came to the customer's location and attempted to win the customer's service back to Qwest. While at the customer's location, the customer said Qwest told the customer that Integra was a 3rd party vendor and in 15 months Integra will raise the customer's rates and you will have no control over it. (4/15/09)	***Qwest agreed – Qwest said that it addressed the issue:*** Qwest responded and said, "Qwest identified the agent selling on behalf of our company and addressed the issue with the vendor contractor to correct the behavior. Qwest has eliminated the program that was the source of the complaint and will no longer be marketing to this segment of customers in this market in this manner." (6/9/09)
End User ordered Qwest service to get a network interface device (NID) installed because a Qwest engineer provided inaccurate information: Integra ordered new service for one of its customers. The customer also needed a NID installed. The Qwest engineer told the customer that Integra's orders were not sufficient to get the NID installed and, if the customer wanted the NID installed, the customer would have to order service from Qwest. Upon the direction of the Qwest engineer, the customer ordered and paid to install service from Qwest when that was not required to install the NID. Integra's service requests were sufficient to move forward with the installation of the NID. (11/4/08)	***Qwest said it reiterated process:*** Qwest responded and said, "Qwest has investigated and has reiterated process. Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers." (1/9/09)
End User requested assistance because Qwest Retail refused to cancel a pending port: Integra's customer called and asked for help because, after several attempts, the customer was unable to cancel a request to port from Integra to Qwest. Qwest retail said it would not cancel the port request until the customer provided Qwest with a copy of the contract the customer had with Integra. (12/6/08)	***Qwest canceled the port:*** Qwest did not provide what action was taken with Qwest employees, although Qwest did send a cancelation for the pending port which resolved the issue for Integra's customer. (12/17/08)
End User reported that a Qwest technician took its service down while	***Qwest agreed - Qwest provided a response***

Description of Event	Description of Qwest Response and Date
on a repair and was rude when the customer requested the technician restore his service: Integra customer said a Qwest repair technician was onsite and disconnected all of its circuits. Integra spoke with the customer and reviewed the customer's records. Integra told the customer it did not see any pending repair tickets or pending orders that would explain why the Qwest technician disconnected Integra's customer's circuits. The customer then told the Qwest technician that it believed Qwest had disconnected the circuits in error. The customer asked the technician to reconnect the circuits and investigate the source of the error. The Qwest technician's only reply was it is not that easy. When the said they were going to contact Qwest management the customer told Integra the Qwest technician said go ahead. The customer requested an acknowledgement of Qwest's mistake from Integra. Qwest provide a response on 9/3/08, however, the response did not meet the terms required in Integra's ICA. Integra asked Qwest to provide an acknowledgement it could share with its customer. Qwest responded on 9/4/08, however, the response did not meet the terms required in Integra's ICA. Qwest provided a response on 9/16/08.[3] (8/13/08)	***regarding the Qwest technician behavior and an acknowledgement of the mistake:*** Qwest responded that "The customer's service was disconnected in error by a Qwest technician while provisioning other services in the same end-user terminal location. The Qwest technician restored the services as requested, but did not contact the end-user to advise them of the status, because of the previous encounter with the individual." This is different than the final acknowledgement Qwest sent to share with Integra's customer which said "Qwest acknowledges its mistake. The error was not made by the other service provider." (9/16/08)
End User reported that a Qwest technician made disparaging remarks	***Qwest responded that the Qwest technician denied***

[3] Although the letter was dated 9/15/09, the Qwest service manager did not provide the letter to Integra until 9/16/09. See ICA §12.1.4.

Description of Event	Description of Qwest Response and Date
about Integra and also said the Qwest technician purposely removed bridge clips while working a trouble ticket for the customer: Integra's customer said that a Qwest tech was at the premise on the date of the conversion to Integra and, when the technician left,the customer had heavy static on the line and the voice lines were ringing on the same line. Integra opened a trouble ticket. Qwest dispatched a technician and the Qwest Technician fixed the ringing into same line issue but there were other issues with outbound dialing and the amount of static was more pronounced. The Qwest technician spoke to Integra's customer and said the problems were Integra's equipment. Integra's customer also said that Qwest technician really bad mouthed Integra. Integra dispatched a technician and found the bridge clip missing and lines improperly connected. The customer said they believed that Qwest purposely removed the bridge clip during the conversion to Integra. (8/27/08)	***making disparaging remarks about Integra and denied pulling the bridge clip:*** Qwest's response said the Qwest technician denied making disparaging remarks about Integra, and denied pulling and leaving the bridge clips off. However, Qwest's response did say that the Qwest technician did remove the bridge clip (but reattached it) and that "The Supervisor reaffirmed the Qwest policy with the technician to prevent this type of incident occurring in the future." (9/18/08)
End User reported that a Qwest technician installing a new circuit provided misinformation: Integra's customer said the Qwest technician who installed a circuit told Integra's customer that Integra was changing its service from a traditional 4 wire circuit (for example a DS1 capable loop) to a 2 Wire Non-Loaded Loop. The Qwest technician said that this meant the end user would go from a 4 hour repair commit to a 24 hour repair commit when they were with Qwest if there is trouble on the circuit. (10/1/08)	***Qwest technicians denied giving Integra's customer any repair times:*** Qwest responded that the Qwest technician did provide information about the type of circuit and was coached to only provide the circuit ID in the future. However, Qwest said the Qwest technician denied that the technician provided repair commitment times. (10/10/08)
End User reported a Qwest technician made disparaging remarks about	***Qwest agreed - Qwest said it took the appropriate***

Description of Event	Description of Qwest Response and Date
Integra: Integra opened trouble ticket for one of its customers. The trouble ticket status indicated that Qwest had a number of work force issues due to damaging storms that delayed Qwest's dispatching a technician on this ticket. When the Qwest technician was dispatched to the customer's premise, Integra's customer said that the Qwest technician told them that Qwest would have been out the day before but Integra refused to pay the $95 service charge. (9/8/08)	***action:*** Qwest responded and said "Qwest has investigated and appropriate action has been taken." (10/22/08)
End User reports Qwest employee made disparaging remarks about Integra: Eschelon's customer told Eschelon that the customer had contacted Qwest to ask about a Qwest engineering job to complete cabling and pedestal installation for a newly constructed facility for its company. The Qwest employee told the customer that Qwest could not help her because she was not a Qwest customer. The customer said the Qwest employee also said "why would you go with Eschelon since they are out of business now since Integra bought them." (3/29/07)	***Qwest agreed - Qwest responded that it was taking the appropriate action:*** In Qwest's response, Qwest said that the appropriate action was taking place and that "There is an internal process of steps that will be taken to ensure this type of behavior does not happen again." (4/17/07)
End User reported Qwest provided inaccurate information about	***Qwest said it was unable to find a flag or the***

Description of Event	Description of Qwest Response and Date
Integra's order: Eschelon's customer is scheduled to convert to Eschelon on 10/4/07. The customer called Qwest retail on an unrelated technical issue. The Qwest retail representative told the customer that Qwest has a flag on the account indicating the service is converting to Eschelon. The Qwest representative told the end user customer that Qwest was going to disconnect the service on 9/26/07. The customer told Eschelon the customer was concerned because Eschelon said it would convert on 10/4/07 and not 9/26/07 (9/20/07)	***Qwest employee that provided the misinformation to the customer:*** In its response Qwest said: "Based on Qwest records and interviews with the Qwest Retail employees that had access to this account on 9/20/07, we cannot identify the individual who may have made inappropriate comments to your end-user customer. However, all Qwest Retail employees involved with this end-user on 9/20/07 were coached and retrained on the Qwest policy for communicating with Wholesale customers." (10/19/07)

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-18

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Examples of Qwest Employee Conduct Reported by Integra's End User Customers[1]

	Description of Event[2]	Description of Qwest Response and Date
1	***End User alleged that they believed a Qwest representative called Integra and said they were the customer to obtain the customer's Integra account information*** Integra received a call allegedly from its customer requesting customer information. When Integra called the customer, Integra's customer said that it had not called Integra. Integra's customer indicated that it believed the caller was a Qwest representative with whom the customer had recently been communicating. Integra checked the call records for incoming calls to Integra, and the number of the incoming call was recorded as 000-000-0001, which suggests that the caller used spoofing to disguise the number of the caller. (9/21/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. It is not Qwest's policy to allow a person acting on Qwest's behalf to contact a CLEC and represent that he or she is the customer, or without disclosing that he or she is representing Qwest. The agent has been suspended. (9/22/10)
2	***End User reported that a Qwest representative provided written documentation stating Integra was Qwest's reseller*** Integra provided Qwest with the written documentation that also stated that the customer should go to Qwest directly for your landline phone services instead of going through our (Qwest's) reseller for the same exact services. (9/16/10)	**As of the date of this filing, Qwest has not responded.**[3]

[1] Integra provides an issues log to Qwest service management regularly, and these examples are in the issues log, so Qwest has the supporting documentation.
[2] In all of the examples provided in this attachment, Integra is providing services to the customer on the Integra switch, so Qwest representative claims that Integra is a third party billing agent or a reseller of Qwest's services are inaccurate.
[3] As of the preparation of this document for filing, Qwest had not yet responded to some of the examples included in this matrix. If Qwest responds after the document is finalized for filing, Qwest's last-minute responses will not be reflected in this matrix.

3	***End User reported that a Qwest representative called and said Integra was only the billing company*** The Integra customer reported the Qwest representative also said that Qwest provides the service, not Integra. (9/15/10)	**As of the date of this filing, Qwest has not responded.**
4	***End User reported that a Qwest representative called and made it sound like Qwest and Integra were all one company*** The Integra customer forwarded a letter Qwest to the customer that erroneously stated: "Since Qwest already provides your phone numbers,…" (9/15/10)	**As of the date of this filing, Qwest has not responded.**
5	***End User reported that a Qwest representative called and said Qwest provides the service*** The Integra customer reported that the Qwest representative asked the customer why they use Integra when all of their services come from Qwest anyway? (9/15/10)	**As of the date of this filing, Qwest has not responded.**
6	***End User reported that a Qwest representative faxed a letter that said Integra was a reseller*** The Integra customer provided Integra with a letter that Qwest sent the customer that said: "This is a quote to come to Qwest directly for your landline phone service instead of going through our reseller (Integra) for the same exact services" (8/24/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. (9/14/10)
7	***End User reported that a Qwest representative called and told the customer they were an Integra employee*** The Integra customer reported that the Qwest representative said that Integra was referring the customer to Qwest for services. (8/23/10)	**Qwest Agreed-Qwest Response:** The agent who made this call has been coached & was temporarily suspended. Qwest continues to meet with our Business partners to review the process and to observe/listen to calls. (9/16/10)

8	***End User reported that a Qwest representative called and led the customer to believe it was Integra calling*** The Integra customer reported that the Qwest representative also said that Qwest was providing the service to the customer. (8/23/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. (9/14/10)
9	***End User reported that a Qwest representative called and led the customer to believe he was from Integra and made disparaging remarks*** The Integra customer reported that they had a full disclosure conversation with the Qwest representative and even shared their latest bill before the customer realized he was representing Qwest. When the customer said no to the winback attempt the Qwest representative asked what it would take to get them to switch to Qwest, Integra going out of business? When the customer said probably, Qwest replied well, we'll do all we can to get them out of business and he hung up on the customer. (8/13/10)	**Qwest Agreed-Qwest Response:** The agent has been let go. This has been coached and we now have a meeting where we are observing together monthly with the Qwest business partner. The manager of Qwest business partner has been observing weekly to avoid future situations. (8/23/10)

10	***End User reported that a Qwest representative called and said Integra is just a reseller and Qwest actually owns the lines*** The Integra customer reported that Qwest said that since Integra is just a reseller and Qwest actually owns the lines that the customer should just go back to Qwest. (8/10/10)	**Qwest Agreed-Qwest Response:** This agent is no longer employed with Qwest Business Partner. Qwest has coached that we not use any language that could be disparaging to the CLEC. (9/1/10)
11	***End User reported that when they contacted Qwest engineering about installing a demarc, per Qwest's process,[4] and the Qwest employee said that there is no sense to stay with Integra because it will take longer*** The Integra customer told Integra that he was feeling badgered and was being told that Qwest can have this done in 10 days if he switches to Qwest and that it makes no sense to stay with Integra as it will take a lot longer, and also said that they can't proceed unless they go through Qwest. Integra also understands the Qwest employee that contacted the customer was in Qwest Sales and not Qwest engineering. (8/3/10)	**Qwest does not agree – Qwest response:** Qwest has investigated the situation and the Qwest employee denies making these comments. Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers. (8/10/10) On 8/5/10 Qwest provider a contact in the Developer Contact Group.

[4] Qwest's Ordering and Provisioning PCAT states that: "If your end-user requires extensive and complex facility rearrangement/relocation/replacement related to construction, demolition, planning and placement of conduit & NID, right-of-way, or other situations that will require engineering and special construction, the property owner/developer may contact the Developer Contact Group to obtain the Qwest engineer's name and telephone number for a consultation on their project. Contact information for the Developer Contact Group is located in Wholesale Customer Contacts.
(See http://www.qwest.com/wholesale/clecs/provisioning.html)

12	***End User reported that Qwest contacts them and leads the customer to believe they are calling from Integra and continues to get calls even though the customer asks to be removed from the calling list*** The Integra customer told Integra that they receive multiple calls a day and the caller starts the conversation by saying "We are calling about your Integra account" and then they try to sell Qwest services. The customer said they take the call because they believe it is Integra calling about their account. This customer has requested multiple times that they remove them from the list and said Qwest usually agrees or hangs up on them but Qwest continues to call sometimes several times a day. (7/28/10)	**Qwest Agreed-Partial Qwest Response-Remains Open:** The last time we attempted to contact this customer was on 7/28/10. He was put on our dnc list at that time. We have verified this tn was placed on the dnc list on 7-28-10. (8/26/10)
13	***End User reported that a Qwest representative has contacted them multiple times and leads the customer to believe they are calling from Integra*** The customer told Integra that in the first two calls the customer said the agent represented to the customer that they were from Integra. In the third call prior to the customer finally blocking the number so they did not have to take the calls anymore, the Qwest agent told the customer that they wanted to speak to someone in charge because Integra was just a reseller. (7/27/10)	**Qwest Agreed-Qwest Response:** This agent did not comply & has been let go. (8/18/10)
Examples 14-55 Below Were Provided as Attachment S-1 to Integra's Motion for Prehearing Conference and Notice of Supplemental Exhibits filed on 7/8/10		
14	***End User reported that a Qwest representative called and said Integra was a subsidiary of Qwest*** The Integra customer reported that, during a Qwest winback attempt, a Qwest representative said that Integra is a subsidiary of Qwest. The Qwest representative also said that Qwest does all billing for Integra and that essentially it is the same as being with Integra. (7/8/10)	**Qwest Agreed-Qwest Response:** This agent did not comply & has been let go. (8/18/10)

15	***End User reported that a Qwest representative called and said if the customer wants to keep their phone services the customer needs to switch to Qwest*** The customer reported that, during a winback attempt, a Qwest representative told the customer that Qwest is not going to be a partner with Integra anymore and if the customer wants to keep their phone service she needs to switch to Qwest. (7/8/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. I have confirmed this customer has been placed on the DNC list, also. (9/14/10)
16	***End User reported that a Qwest representative called and said Qwest and Integra were all one company*** The Integra customer reported that, during a Qwest winback attempt, the Qwest representative said Integra and Qwest were one company and that Integra was upstairs and they (Qwest) was downstairs and that Integra just resells Qwest services. (7/7/10)	**Qwest Agreed-Qwest Response:** Victor is no longer with GDH, a Qwest Business Partner and this was prior to our process change: with regard to proper communication with customers. (8/26/10)
17	***End User reported that a Qwest representative called and said Integra was a reseller of Qwest*** The Integra customer said in addition to Qwest's stating that Integra was a reseller that, during a Qwest winback attempt, the Qwest representative also said Integra was only a third party billing agent. (6/30/10)	**Qwest Agreed-Qwest Response:** Chris has been coached that this is not appropriate pitch. TBI manager has documented & coached all internal reps at their company to not use this pitch. (8/18/10)
18	***End User reported that a Qwest representative called and said that the End User Customer's contract with Integra had expired*** The Integra customer reported that, during a Qwest winback attempt, when they told the Qwest representative that it was not true that their contract had expired, the Qwest representative said that Qwest owns the lines and Integra will let the customer out of their contract after a year. (6/30/10)	**Qwest Agreed-Qwest Response:** This has been coached & the sub is no longer working for Qwest Business Partner. (8/23/10)

19	***End User reported that a Qwest Representative said there would be no termination fees associated with porting back to Qwest*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra would not charge the customer any termination fees and that Qwest works closely with Integra and Qwest would take care of it. (6/29/10)	**Qwest Agreed-Qwest Response:** We have discovered that the majority of these calls were from a sub agent of TBI that has been terminated. It was found that they were not providing the correct pitches, pricing & proposals. They have been out of the program now for 30 days. All vendors have been trained & know that they are not able to state anything about re-billing, bad mouthing competitors etc... (8/18/10)
20	***End User reported a Qwest representative said that Integra was being bought*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra was being bought and if the customer wanted to keep their phone service the customer would need to move to Qwest. (6/29/10)	**As of the date of this filing, Qwest has not responded.**
21	***End User reported that a Qwest representative said Qwest and Integra are the same service*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra and Qwest are the same service and that Integra is the middle man and the customer could save money if they got service directly from Qwest. (6/29/10)	**Qwest Agreed-Qwest Response:** This has been coached & the sub is no longer working for Qwest Business Partner. (8/23/10)
22	***End User reported that a Qwest representative said Integra is the middle man*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra is the middle man and Integra is only renting the lines from Qwest. (6/22/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. (8/18/10)

23	***End User reported that Qwest contacts the customer sometimes multiple times a day*** The Integra customer reported that, during multple Qwest winback attempts, Qwest says Integra is only a billing agent, Integra charges the customer too much money, that Qwest is really providing the service to the customer and owns the lines. The customer said Qwest will not stop calling even though the customer asks Qwest to stop calling. (6/22/10)	**Qwest Agreed-Qwest Response:** Qwest has coached that we not use any language that could be disparaging to the CLEC. (8/18/10)
24	***End User reported that a Qwest representative said Qwest is taking over the billing on the customer's account*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Qwest is taking over Integra's billing the customer did not have to contact Integra about this. (6/22/10)	**Qwest Agreed-Qwest Response:** This has been coached & the sub is no longer working for Qwest Business Partner. (8/23/10)
25	***Two Integra End User's reported comments during a Qwest winback attempt***[5] Integra's customer said that, during a Qwest winback attempt, Qwest said Qwest is providing their service. Another Integra customer reported that, during a Qwest winback attempt, Qwest said it was taking over their billing. (6/18/10)	**Qwest Agreed-Qwest Response:** We have discovered that the majority of these calls were from a sub agent of TBI that has been terminated. It was found that they were not providing the correct pitches, pricing & proposals. They have been out of the program now for 30 days. All vendors have been trained & know that they are not able to state anything about re-billing, bad mouthing competitors etc... (8/18/10)

[5] This is the only example in the revised matrix when Integra was unable to provide Qwest with the Qwest representative name, number, fax, email or winback purchase order number (PON) that clearly identifies the Qwest caller. In this example, Integra asked Qwest to rely on any lists it provides to its employees and agents for winback efforts.

26	***End User reported that a Qwest representative said Qwest was about to raise the rates it charges Integra*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra was going to raise the customer's rates because Qwest was raising Integra's rates. (6/17/10)	**Qwest Agreed-Qwest Response:** Response from agent advised 6-18-10 he will review & address the issue with the whole team & one on one coaching with Skylar. He gave his personal apology if the customer took anything ill willed of another service provider. Will make sure going forward this is not an issue. (8/18/10)
27	***End User reported that Qwest said if the customer switched back to Qwest, Integra would no charge a termination fee*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra would not charge a termination fee. The customer said when they discovered that Qwest's information was false, the customer contacted Qwest to cancel the request to change their service. Qwest did not send Integra a cancelation for the port request upon the customer's request and the customer was converted to Qwest. (6/17/10)	**Qwest Agreed-Qwest Response:** Richard has been coached by TBI manager about the severity of offering items that they have no control over & are not true. Richard agreed & documented this will not happen again. (8/18/10)
28	***End User reported that Qwest said Integra was no longer handling their billing*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra was no longer handling the customer's billing and that the customer had already been changed to Qwest last winter and that this was only an informational call. The customer said they contacted Qwest to cancel the change to Qwest and Qwest did not send a cancelation of the port request to Integra so the customer was converted to Qwest. (6/15/10)	**Qwest Agreed-Qwest Response:** We have discovered that the majority of these calls were from a sub agent of TBI that has been terminated. It was found that they were not providing the correct pitches, pricing & proposals. They have been out of the program now for 30 days. All vendors have been trained & know that they are not able to state anything about re-billing, bad mouthing competitors etc... (8/18/10)

29	***End User reported that Qwest said if they switched to Qwest the only thing that changes is the billing*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that the only thing that changes is the billing and Qwest also said that Integra would not charge the customer a termination fee. (6/14/10)	**Qwest Agreed-Qwest Response:** Qwest business partner has been coached that this is not appropriate. (8/18/10)
30	***End User reported that Qwest said Integra was using Qwest's lines and since everything the customer has is from Qwest, why not get the bill from Qwest*** The Integra customer reported that, during a Qwest winback attempt, Qwest said Integra was using Qwest's lines and since everything the customer has is Qwest why not get the bill from Qwest. The customer reported that Qwest also said none of the services would change just who the customer gets the bill from, and that the customer asked Qwest not to contact them again, but Qwest continues to call. (6/11/10)	**Qwest Agreed-Qwest Response:** We have reviewed & discussed with agent. This was escalated internally within TBI reminding of way to approach a customer with another vendor. We have added the customers tn's to dnc for calls going forward. (8/18/10)
31	***End User reported that Qwest said Qwest bought Integra's lines*** The Integra customer reported that, during a Qwest winback attempt, Qwest said it had bought Integra's lines. Qwest sent a fax (Integra provided the fax to Qwest) which said: "Remember, all we are doing is bringing your bill direct to Qwest, and saving you money every month". The customer contacted Integra and said Qwest was harassing them and said they asked Qwest to stop calling. The customer also requested an acknowledgment of mistake. (6/4/10)	**Qwest Agreed-Qwest Response:** As of June 4, 2010 Qwest business partner has directed any Rep calling on their behalf to discontinue any reference to "middle man" or "Integra reselling Qwest service", or "going out of business". Enclosed is acknowledgement. (6/10/10)

32	***End User reported that Qwest said Integra is a middleman*** The Integra customer said Qwest sent the customer a proposal, which the customer provided to Integra and Integra provided to Qwest, that stated; "Since you are already on our network this eliminates the middle man". (6/2/10)	**Qwest Agreed - Qwest Response:** As of June 4, 2010 Qwest Business Partner has directed any Rep calling on their behalf to discontinue any reference to "middle man" or "Integra reselling Qwest service", or "going out of business". (July 8, 2010)
33	***End User reported that Qwest said the phones they have are owned by Qwest*** The Integra customer said Qwest said, during a Qwest winback attempt, Qwest said the phones they have are owned by Qwest and the dial tone they hear comes from the Qwest network. The customer asked Qwest if they had to leave Integra and Qwest said no you are already on the Qwest network. Qwest said the customer was using Qwest services right now and that Integra was the middle person and resells to the customer. (6/1/10)	**Qwest Agreed - Qwest Response:** This rep Sudan has not been with TBI in 3 months and this was prior to our process changes with regard to proper communication with customers. This agent is no longer with Qwest Business partner, TBI or any sub agents. (8/26/10)
34	***End User reported that Qwest said Qwest provides the dial tone*** The Integra customer said that, during a Qwest winback attempt, Qwest said that Qwest is providing their dial tone and that Qwest also said why not cut out the middle man. (5/26/10)	**Qwest Agreed - Qwest Response:** As of June 4, 2010 Qwest Business Partner has directed any Rep calling on their behalf to discontinue any reference to "middle man" or "Integra reselling Qwest service", or "going out of business". (July 8, 2010)

35	***End User reported that Qwest calls two to three times a week even though the customer requested Qwest stop calling*** The Integra customer reported that, during the Qwest winback attempts, Qwest said why pay Integra for Qwest's service when they can pay Qwest directly. The customer told Integra that the customer wanted Integra to know because the customer saw Qwest sales tactics as unethical. Integra told Qwest the customer identified the Qwest agent (TBI) as the caller and told Qwest there had been other examples regarding this agent. (5/21/10)	**Qwest Agreed - Qwest Response:** Qwest asked for the number at TBI the calls were coming from. Integra responded that the customer spoke with his Qwest representative and that Qwest employee said he knew which TBI agent was making the calls. (5/21/10) Qwest asked to confirm with the customer if the calls had stopped because Qwest added the customer to an internal do not call list. Integra asked the customer to confirm the calls had stopped and the customer said they had received a call only 10 minutes before Integra contacted them. (6/24/10) Qwest confirmed the customer has been placed on our internal do not call list. (8/23/10)
36	***End User reported that Qwest sent the customer an email saying Integra leases the lines from Qwest*** The Integra customer provided Integra with an email and attachment, which Integra in turn provided to Qwest, that states; "As I had mentioned Integra Telecom leases the lines from Qwest and resells it back to the customer at higher rate. We are trying to eliminate the middle man." (5/21/10)	**Qwest Agreed - Qwest Response:** As of June 4, 2010 Qwest business partner has directed any Rep calling on their behalf to discontinue any reference to "middle man" or "Integra reselling Qwest service", or "going out of business". Michael Zarb has been removed from the Qwest program by the business partner. (6/10/10)

37	***End User reported that Qwest said Integra is providing them with Qwest's service*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra is providing the customer with Qwest service and then charging its own rates. (5/24/10)	**Qwest Agreed – Qwest Response:** We have discovered that the majority of these calls were from a sub agent of TBI that has been terminated. It was found that they were not providing the correct pitches, pricing & proposals. They have been out of the program now for 30 days. All vendors have been trained & know that they are not able to state anything about re-billing, bad mouthing competitors etc...(8/18/10)
38	***End User reported that Qwest said Qwest owns the telephone numbers they use at their business*** The Integra customer received a Qwest proposal, which Integra in turn provided to Qwest, which said that Qwest; "…owns the telephone numbers you use at your business, Integra is simply re-billing you for Qwest services" (5/12/10)	**Qwest Agreed-Qwest Response:** As of June 4, 2010 Qwest business partner has directed any Rep calling on their behalf to discontinue any reference to "middle man" or "Integra reselling Qwest service", or "going out of business". (6/10/10)
39	***End User reported that Qwest said it was Integra's parent company*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Qwest was Integra's parent company. (5/7/10)	**Qwest Agreed-Qwest Response:** Qwest business partner removed Dan Beuder from the Qwest program effective Friday, June 4, 2010. (6/10/10)

40	***End User reported that Qwest said Qwest provides the lines and dial tone*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Qwest provides the physical lines and dial tone and that means that Qwest leases the lines and the numbers to Integra. The Qwest representative also told the customer that Qwest bills Integra every month and then Integra bills the customer. Qwest said it is doing a campaign right now to bring back everyone who is using Qwest's lines, numbers and network and going through a 3rd party provider and that Qwest would offer service to the customer at the wholesale rates that Integra pays. (4/28/10)	**Qwest Agreed-Qwest Response:** We have spoken with the director of the call center and have been guaranteed that all agents have been covered on the Telesales Guidelines and have been coached to these specific issues and allegations. We continue to monitor calls and resolve items as they may occur. The partner also conducts quality control checks every Friday and they listen to random calls to make sure proper procedures are being followed. (5/5/10)
41	***End User reported that Qwest said Integra was going under*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra was going under and the customer would not have service if they stayed with Integra. In this case Qwest was successful because the business owner was traveling in China and the customer's wife thought if she did not change their service to Qwest they would lose their business service. (4/27/10)	**Qwest Agreed-Qwest Response:** We have eliminated this particular Master Agent and are continuing to develop processes and procedures to eliminate this type of event in the future. We are continuing to obtain information and remain involved in this particular case, so there may be further updates. (4/28/10)

42	***End User reported that Qwest said Integra was becoming part of Qwest soon and that he had to port his numbers to Qwest*** The Integra customer reported that, during a winback attempt to Qwest. Qwest said Integra was becoming a part of Qwest and based on Qwest's comments, the customer agreed to switch to Qwest. When the customer learned that Qwest's comments were false, the customer contacted Integra and asked Integra to stop the winback (port) to Qwest. Integra referred the customer to Qwest to cancel the request. (4/23/10)	**Qwest Agreed-Qwest Response:** Qwest has thoroughly investigated these issues and learned that all five of these events originated from a Qwest business partner authorized to make outbound telemarketing calls. Qwest will not tolerate misrepresentation or disparaging competition from representatives. In addition, they have provided supplemental training as it relates to these issues to all personnel in customer contact. They continue to monitor and coach their personnel to insure that issues are addressed and corrected as they happen. (5/5/10)
43	***End User reported that Qwest said Integra was a small department of Qwest*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra was a small department of Qwest and they could lower the rate for the customer's service. Qwest also said that Qwest & Integra Telecom had merged and that Integra is a division of Qwest. (4/21/10)	**Qwest Agreed-Qwest Response:** Qwest has thoroughly investigated these issues and learned that all five of these events originated from a Qwest business partner authorized to make outbound telemarketing calls. Qwest will not tolerate misrepresentation or disparaging competition from representatives. In addition, they have provided supplemental training as it relates to these issues to all personnel in customer contact. They continue to monitor and coach their personnel to insure that issues are addressed and corrected as they happen. (5/5/10)

44	***End User reported that Qwest said the customer should change to Qwest because Integra will be selling the lines back to Qwest*** The Integra customer reported to Integra that they are receiving unsolicited and unwanted calls from a Qwest representative almost daily. The customer said that they are getting harassing phone calls from Qwest Representatives stating that they should switch to Qwest because Integra would be eventually selling the lines back to Qwest. (4/21/10)	**Qwest Agreed-Qwest Response:** We have spoken with the director of the call center and have been guaranteed that all agents have been covered on the Telesales Guidelines and have been coached to these specific issues and allegations. We continue to monitor calls and resolve items as they may occur. The partner also conducts quality control checks every Friday and they listen to random calls to make sure proper procedures are being followed. (5/5/10)
45	***End User reported that Qwest said that Qwest and Integra had merged*** The Integra customer contacted Integra and wanted to discuss the merger between Qwest and Integra. The Integra customer reported that, during a Qwest winback attempt, Qwest said that there was a merger between Qwest and Integra and, as a result. Qwest could offer a reduction in rates. (4/21/10)	**Qwest Agreed-Qwest Response:** Qwest has thoroughly investigated these issues and learned that all five of these events originated from a Qwest business partner authorized to make outbound telemarketing calls. Qwest will not tolerate misrepresentation or disparaging competition from representatives. In addition, they have provided supplemental training as it relates to these issues to all personnel in customer contact. They continue to monitor and coach their personnel to insure that issues are addressed and corrected as they happen. (5/5/10)

46	***End User reported that Qwest said Integra gave them their account information because Integra did not want them as a customer anymore*** The Integra customer reported that, during a winback attempt by Qwest, Qwest told Integra's customer that Integra provided Qwest with their account information and told Qwest to call the customer because the customer is too small Integra doesn't want to service them anymore. (4/14/10)	**Qwest Agreed-Qwest Response:** Qwest has thoroughly investigated these issues and learned that all five of these events originated from a Qwest business partner authorized to make outbound telemarketing calls. Qwest will not tolerate misrepresentation or disparaging competition from representatives. In addition, they have provided supplemental training as it relates to these issues to all personnel in customer contact. They continue to monitor and coach their personnel to insure that issues are addressed and corrected as they happen. (5/5/10)
47	***End User reported that a Qwest technician made disparaging remarks to a customer when dispatched to the customer's premise*** Integra opened a repair ticket in a newly installed circuit for a customer. During that same timeframe, the customer's Qwest retail lines went out of service. Integra was scheduled to convert the lines that were out of service on 4/8/10. The customer reported the outage to a Qwest technician on site and the Qwest technician said; "This is what happens when you switch over to idiot companies like Integra". Based upon the comments of the Qwest technician, the end user customer refused to call Qwest retail repair about the Qwest retail outage because Qwest led the customer to believe that the outage was Integra's issue. Integra had to call Qwest repair on behalf of the end user. Qwest resolved the trouble in the Qwest network. (4/2/10)	**Qwest Denies Making Comments to the customer-Qwest Response:** The Qwest technician denies making any disparaging comments about Integra. Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers. (4/5/10)

48	***End User reported that Qwest said the phone lines were Qwest lines*** The Integra customer reported that, during a Qwest winback attempt, Qwest said that Integra was simply acting as a third party agent in billing them for their phone lines and that the lines were actually Qwest lines. She told the customer that Qwest wanted to begin billing them. (4/2/10)	**Qwest Agreed-Qwest Response:** Qwest has thoroughly investigated these issues and learned that all five of these events originated from a Qwest business partner authorized to make outbound telemarketing calls. Qwest will not tolerate misrepresentation or disparaging competition from representatives. In addition, they have provided supplemental training as it relates to these issues to all personnel in customer contact. They continue to monitor and coach their personnel to insure that issues are addressed and corrected as they happen. (5/5/10)
49	***End User reported that Qwest represented themselves as an Integra associate and Qwest owns the network*** The Integra customer reported that in a letter Qwest sent the customer and during phone calls when Qwest called the customer, the Qwest representative said that Qwest "owns the network" and "you are being billed through a 3rd party reseller". Integra provided the letter Qwest sent the customer to Qwest. (3/25/10)	**Qwest Agreed-Qwest Response:** In a phone conversation with Qwest, Qwest said the issue regarding comments in the letter has been addressed. (4/7/10)

50	***Three Integra End User Customer's reported that the same Qwest representative said Integra is going bankrupt and Qwest will not lease lines to Integra any longer*** The Integra customer's reported that, during Qwest winback attempts, the same Qwest representative said Integra is going bankrupt and Qwest is no longer leasing lines to Integra after April 1 (2010). Qwest said the customer will lose numbers if they don't switch now. The Qwest representative telemarketer then said they would bring on the FCC to third party verify the information. (3/10/10)	**Qwest Agreed-Qwest Response:** Qwest has identified the agent representing Qwest contacting customers in Montana and making false statements regarding resellers in an attempt to win them over to Qwest. The agent has been removed from all Qwest campaigns and the partner company has been advised of proper procedures with review of our telemarketing guidelines. Additionally a process to register sub-agents of master agents has been implemented with sales operations to assure more timely response to future issues. Of the three accounts noted below, no orders have been placed to move to Qwest and any orders in process have been cancelled or revoked. (3/18/10)
51	***End User reported that a Qwest technician made disparaging remarks during a repair*** Qwest originally delivered Integra's new loops to the incorrect demarc. Integra's end user reported that when the Qwest technicians came to move the circuits to the correct demarc, the Qwest technician told Integra's customer that Integra cannot provide the same level of service as Qwest because Qwest owns the copper facility and Integra does not. Integra provided two trouble ticket numbers to Qwest because there were two Qwest technicians. (2/4/10)	**Qwest Technicians Deny Making Comments to the Customer-Qwest Response:** While both technicians deny making disparaging comments to the end user about the reseller, Qwest has assured that both technicians understand their responsibility when dealing with reseller end users and have been covered on the Code of Conduct which prohibits such behavior. (2/12/10)

52	***End User reported that Qwest said Integra was a third party billing agent*** The Integra customer reported that, during a winback attempt by Qwest, Qwest said Integra was a third party billing company for Qwest. Qwest told the customer that the check they write to Integra is the same as writing it to Qwest, because then Integra has to write Qwest a check. The customer asked a few more questions, and Qwest finally admitted that Integra was their provider, not a third party billing company for Qwest. The customer said they have received many other calls when the Qwest representative represented that Integra is Qwest, however, did not have the Qwest representative specific information for those calls. (1/29/10)	**Qwest Agreed-Qwest Response:** The agent in question has been removed from any Qwest campaign. The Business Partner has been advised of their obligation to properly train employees to adhere to the Qwest agreement which includes prohibition from disparaging Qwest resellers. (2/17/10)
53	***End User reported that Qwest said it will bill the customer but leave the services with Qwest*** The Integra customer reported that, during a winback attempt by Qwest, Qwest said that Integra resells Qwest's service and that Qwest wants to bill the customer directly and leave the services as is with Integra. (12/15/2009)	**Qwest Agreed-Qwest Response:** Qwest determined the agent likely worked for a partner called ABS. ABS has been suspend and is no longer calling business customers on our behalf. (2/17/10)
54	***End User reported that Qwest made disparaging remarks and provided false information during a winback attempt*** The Integra customer reported that, during a winback attempt by Qwest, Qwest, (who knew they had recently signed a contract with Integra) said Integra's product was worse than the current connection he had with a different carrier, Integra was charging him for lines that the customer didn't have to be charged for it, the customer was not under any obligation to Integra's contract and that Qwest would take care of everything for the customer to get out of the contract with no penalties. The Qwest representative also said that Integra would be charging the customer thousands for the services because of all the fees Integra charges and that Qwest had cancelled his contract with Integra and there was nothing further the customer needed to do. (12/14/09)	**Qwest Agreed-Qwest Response:** Qwest determined the agent likely worked for a partner called ABS. ABS has been suspend and is no longer calling business customers on our behalf. (2/17/10)

55	***End User reported that a Qwest representative attempting a winback had knowledge of a wholesale repair ticket*** The Integra customer reported that, during a Qwest winback attempt, The Qwest representative person knew of the trouble ticket Integra opened (specifically the customer said Qwest told them they saw an open "work order") and asked the customer to change their service to Qwest because of Integra network issues. (11/30/09)	**Qwest Agreed-Qwest Response:** The specific individual is no longer employed by our vendor. Qwest has initiated coverage of the entire staff employed by the vendor to assure they are aware of the rules of engagement when contacting business customers. I want to assure you that this vendor does not have access to wholesale information. (1/28/10)
Examples 56-70 Below Were Provided as Attachment S to Comments submitted by Joint CLECs in this Proceeding on 11/24/09		
56	***Two End Users reported that a Qwest representative called and said Qwest did not have to lease lines to Integra any longer:*** Two different Integra customers reported to Integra that a Qwest representative contacted them and said that Integra leases the lines from Qwest and due to a new federal Act Qwest is not required to lease the lines anymore and that Qwest can now save the customer a great deal of money. (10/19/09)	***Qwest said it was unable to provide a response:*** Qwest said it did not have enough information (name or callback number of caller) to find out information but Qwest said "Qwest was not able to locate a calling campaign in Minnesota. Be assured that Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers." (10/22/09)
57	***End User reported Qwest technician made disparaging remarks about Integra and quoted rates Integra would charge them for work:*** Customer reported to Integra that a Qwest technician told the customer that the trouble was in its jack and said that the technician told the customer Integra would charge $350 to fix the jack. The Qwest trouble ticket confirmed the trouble was Qwest caused due to a broken jumper in the Qwest central office and not the customer's jack. Qwest fixed the jumper and restored the service. The customer also said the Qwest technician told the customer that Integra was nothing but trouble. The customer reported the	***Qwest denied the Qwest technician made any comments:*** Qwest said it reviewed the trouble tickets with the Qwest technicians involved and provided its overview, which was in conflict with what the customer told Integra. Qwest said" "At no time did the OST[6] quote her a price to fix the jack or make derogatory commits about Integra." Qwest also said that Integra canceled the second trouble

[6] "OST" refers to an outside technician.

	next day they were out of service again. Integra dispatched a technician and found that the customer's wire was disconnected at the demarc with no explanation. (9/24/09)	ticket. Integra canceled the trouble ticket because the Integra technician repaired the wire that was disconnected at the demarc, and restored the customer's service. (9/29/09)
58	***End User reported a Qwest technician said that Qwest repairs Qwest circuits in 4 hours but not for contracted wholesale customers (i.e., Integra):*** An Integra customer asked why they were having Qwest cable issues and its tenant (which is a Qwest customer) did not have an issue. The customer said that the Qwest technician dispatched for a repair on the circuit said that Qwest has a 4 hour turn around time for Qwest customers but not for contracted Qwest customers. (11/10/09)	***Qwest denied there was any evidence of wrong doing:*** Qwest responded to Integra that it found no evidence of wrong doing. Integra asked Qwest for clarification of whether the response meant the technician denied making the comment or whether Qwest's response was intended to mean that Qwest believed the comment was appropriate. Qwest did not provide the clarification Integra requested and stated again it had found no evidence of wrong doing. (11/12/09)
59	***End User reported that a Qwest Technician doing a repair made disparaging remarks about Integra:*** An Integra customer reported that while a Qwest technician was at the customer's location to repair its circuit, the technician found trouble on a second circuit. Integra's customer said that the Qwest technician said he would not touch this second circuit without a ticket. Integra opened a ticket on the second circuit and told the customer Integra would attempt to have the second ticket assigned to the Qwest technician while he was still onsite. The customer told Integra the Qwest technician said that would not happen and it was likely the second repair ticket would take a couple of days to resolve. The customer said the Qwest technician then said this is what happens when you have an alternate provider. (8/3/09)	***Qwest agreed – Qwest said it addressed this with the manager and had taken the appropriate action:*** Qwest responded and said it took the appropriate action. (8/18/09)

60	***End User provided a copy of an email from Qwest which had disparaging remarks about Integra:*** Integra's customer sent Integra an email that Qwest sent to the customer. In the email, a Qwest Business Partner who said he worked closely with Qwest Corporate told the customer that Integra was a billing agent that was reselling Qwest service. The email said you are already on Qwest lines simply paying someone else to utilize them. (5/11/09)	***Qwest agreed - Qwest addressed the situation with its employee and contacted the partner that sent the email to cease the distribution:*** Qwest responded and said it had addressed the issue with its employee (the email was sent from a Qwest partner working with Qwest Corporate-see the email in attachment #5) and that Qwest had also contacted the partner and asked that the partner cease distribution. (8/25/09)
61	***End User reported that a Qwest technician intentionally brought the service down because the customer asked Qwest to move its van that was taking customer's parking spots:*** Integra's customer said that Qwest technicians had been working in the area for several days and were occupying parking spaces reserved for his customers. The customer said he asked the Qwest technicians to move the vans, and a Qwest technician said let's see how long it takes to get lines fixed if your service goes down. The next morning the customer told Integra the customer saw a Qwest technician climb the pole, and his service went down. The customer said the tech came down the pole and said good luck getting that fixed and left. Integra verified the customer was without service and opened a trouble ticket. Qwest closed the trouble ticket as no trouble found and said the service was good to the demarc. After Qwest closed the trouble the customer said the service started working again. (5/6/09)	***Qwest said it the network organization had been coached but also said it could not locate the crew working at that location:*** Qwest said that without a description it was not able to find the Qwest crew working in that area, even though Integra provided very detailed information including an address and the times of day. (5/20/09)

62	***End User reported that, during a winback attempt, Qwest made disparaging remarks about Integra:*** Integra's customer said that Qwest came to the customer's location and attempted to win the customer's service back to Qwest. While at the customer's location, the customer said Qwest told the customer that Integra was a 3rd party vendor and in 15 months Integra will raise the customer's rates and you will have no control over it. (4/15/09)	***Qwest agreed – Qwest said that it addressed the issue:*** Qwest responded and said, "Qwest identified the agent selling on behalf of our company and addressed the issue with the vendor contractor to correct the behavior. Qwest has eliminated the program that was the source of the complaint and will no longer be marketing to this segment of customers in this market in this manner." (6/9/09)
63	***End User ordered Qwest service to get a network interface device (NID) installed because a Qwest engineer provided inaccurate information:*** Integra ordered new service for one of its customers. The customer also needed a NID installed. The Qwest engineer told the customer that Integra's orders were not sufficient to get the NID installed and, if the customer wanted the NID installed, the customer would have to order service from Qwest. Upon the direction of the Qwest engineer, the customer ordered and paid to install service from Qwest when that was not required to install the NID. Integra's service requests were sufficient to move forward with the installation of the NID. (11/4/08)	***Qwest said it reiterated process:*** Qwest responded and said, "Qwest has investigated and has reiterated process. Qwest continues to reinforce the Qwest policy on communicating with Wholesale customers." (1/9/09)
64	***End User requested assistance because Qwest Retail refused to cancel a pending port:*** Integra's customer called and asked for help because, after several attempts, the customer was unable to cancel a request to port from Integra to Qwest. Qwest retail said it would not cancel the port request until the customer provided Qwest with a copy of the contract the customer had with Integra. (12/6/08)	***Qwest canceled the port:*** Qwest did not provide what action was taken with Qwest employees, although Qwest did send a cancelation for the pending port which resolved the issue for Integra's customer. (12/17/08)

65	***End User reported that a Qwest technician took its service down while on a repair and was rude when the customer requested the technician restore his service:*** Integra customer said a Qwest repair technician was onsite and disconnected all of its circuits. Integra spoke with the customer and reviewed the customer's records. Integra told the customer it did not see any pending repair tickets or pending orders that would explain why the Qwest technician disconnected Integra's customer's circuits. The customer then told the Qwest technician that it believed Qwest had disconnected the circuits in error. The customer asked the technician to reconnect the circuits and investigate the source of the error. The Qwest technician's only reply was it is not that easy. When the said they were going to contact Qwest management the customer told Integra the Qwest technician said go ahead. The customer requested an acknowledgement of Qwest's mistake from Integra. Qwest provide a response on 9/3/08, however, the response did not meet the terms required in Integra's ICA. Integra asked Qwest to provide an acknowledgement it could share with its customer. Qwest responded on 9/4/08, however, the response did not meet the terms required in Integra's ICA. Qwest provided a response on 9/16/08.[7] (8/13/08)	***Qwest agreed - Qwest provided a response regarding the Qwest technician behavior and an acknowledgement of the mistake:*** Qwest responded that "The customer's service was disconnected in error by a Qwest technician while provisioning other services in the same end-user terminal location. The Qwest technician restored the services as requested, but did not contact the end-user to advise them of the status, because of the previous encounter with the individual." This is different than the final acknowledgement Qwest sent to share with Integra's customer which said "Qwest acknowledges its mistake. The error was not made by the other service provider." (9/16/08)

[7] Although the letter was dated 9/15/09, the Qwest service manager did not provide the letter to Integra until 9/16/09. See ICA §12.1.4.

66	***End User reported that a Qwest technician made disparaging remarks about Integra and also said the Qwest technician purposely removed bridge clips while working a trouble ticket for the customer:*** Integra's customer said that a Qwest tech was at the premise on the date of the conversion to Integra and, when the technician left,the customer had heavy static on the line and the voice lines were ringing on the same line. Integra opened a trouble ticket. Qwest dispatched a technician and the Qwest Technician fixed the ringing into same line issue but there were other issues with outbound dialing and the amount of static was more pronounced. The Qwest technician spoke to Integra's customer and said the problems were Integra's equipment. Integra's customer also said that Qwest technician really bad mouthed Integra. Integra dispatched a technician and found the bridge clip missing and lines improperly connected. The customer said they believed that Qwest purposely removed the bridge clip during the conversion to Integra. (8/27/08)	***Qwest responded that the Qwest technician denied making disparaging remarks about Integra and denied pulling the bridge clip:*** Qwest's response said the Qwest technician denied making disparaging remarks about Integra, and denied pulling and leaving the bridge clips off. However, Qwest's response did say that the Qwest technician did remove the bridge clip (but reattached it) and that "The Supervisor reaffirmed the Qwest policy with the technician to prevent this type of incident occurring in the future." (9/18/08)
67	***End User reported that a Qwest technician installing a new circuit provided misinformation:*** Integra's customer said the Qwest technician who installed a circuit told Integra's customer that Integra was changing its service from a traditional 4 wire circuit (for example a DS1 capable loop) to a 2 Wire Non-Loaded Loop. The Qwest technician said that this meant the end user would go from a 4 hour repair commit to a 24 hour repair commit when they were with Qwest if there is trouble on the circuit. (10/1/08)	***Qwest technicians denied giving Integra's customer any repair times:*** Qwest responded that the Qwest technician did provide information about the type of circuit and was coached to only provide the circuit ID in the future. However, Qwest said the Qwest technician denied that the technician provided repair commitment times. (10/10/08)
68	***End User reported a Qwest technician made disparaging remarks about Integra:*** Integra opened trouble ticket for one of its customers. The trouble ticket status indicated that Qwest had a number of work force issues due to damaging storms that delayed Qwest's dispatching a technician on this	***Qwest agreed - Qwest said it took the appropriate action:*** Qwest responded and said "Qwest has investigated and appropriate action has been taken." (10/22/08)

	ticket. When the Qwest technician was dispatched to the customer's premise, Integra's customer said that the Qwest technician told them that Qwest would have been out the day before but Integra refused to pay the $95 service charge. (9/8/08)	
69	***End User reports Qwest employee made disparaging remarks about Integra:*** Eschelon's customer told Eschelon that the customer had contacted Qwest to ask about a Qwest engineering job to complete cabling and pedestal installation for a newly constructed facility for its company. The Qwest employee told the customer that Qwest could not help her because she was not a Qwest customer. The customer said the Qwest employee also said "why would you go with Eschelon since they are out of business now since Integra bought them." (3/29/07)	***Qwest agreed - Qwest responded that it was taking the appropriate action:*** In Qwest's response, Qwest said that the appropriate action was taking place and that "There is an internal process of steps that will be taken to ensure this type of behavior does not happen again." (4/17/07)
70	***End User reported Qwest provided inaccurate information about Integra's order:*** Eschelon's customer is scheduled to convert to Eschelon on 10/4/07. The customer called Qwest retail on an unrelated technical issue. The Qwest retail representative told the customer that Qwest has a flag on the account indicating the service is converting to Eschelon. The Qwest representative told the end user customer that Qwest was going to disconnect the service on 9/26/07. The customer told Eschelon the customer was concerned because Eschelon said it would convert on 10/4/07 and not 9/26/07 (9/20/07)	***Qwest said it was unable to find a flag or the Qwest employee that provided the misinformation to the customer:*** In its response Qwest said: "Based on Qwest records and interviews with the Qwest Retail employees that had access to this account on 9/20/07, we cannot identify the individual who may have made inappropriate comments to your end-user customer. However, all Qwest Retail employees involved with this end-user on 9/20/07 were coached and retrained on the Qwest policy for communicating with Wholesale customers." (10/19/07)

EXAMPLE: ILEC IMPROPER MARKETING ACTIVITY

An end user customer of Integra in Oregon (Jenifer) reported to an Integra customer account manager (Erika) that the customer was contacted by a sales representative. The customer had a full disclosure conversation and shared her latest invoice with the representative before the customer realized that she was not speaking to someone from Integra. The customer said that the Qwest representative acted as if he were from Integra and indicated that Qwest could save the customer money. It was not until the very end of the conversation before the Qwest representative made clear that he was from Qwest and he said Qwest could beat Integra's pricing. The Integra customer account manager contacted the customer to obtain additional information, which resulted in following August 2010 email exchange confirming additional inappropriate marketing activity by the same Qwest representative:

At 04:05 PM 8/12/2010:

Hi Jenifer,

I hope this note finds you well. I'll have your pricing for you late tomorrow or first thing on Monday. However I have a question concerning the Qwest rep we discussed. You wouldn't have happened to have gotten that person's name would you?

I appreciate the help.
Take care in the heat

Erika [Integra Customer Account Manager - Contact Information Redacted]

From: Jenifer [Customer-identifying information redacted]
Sent: Friday, August 13, 2010 8:25 AM
To: Erika [Integra Customer Account Manager – contact information redacted]
Subject: Re: Qwest rep.

His name is Ross.
866-894-4408 - # to his department.

Later that day he called back to see if we were ready to switch over. I told him NO because ultimately we do not like Qwest (due to a cut line that cost us $51,000 over a 4th of July weekend a few years ago). ***He asked what it would take to switch over... "Integra going out of business?". I told him 'probably' to which he replied "Well, we'll do all we can to get them out of business" and he hung up.***

Keith called and talked to the supervisor who was suppose to get back to us after he listened to the tapes. We've heard nothing back.

(emphasis added)

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-19

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Attachment T:
Chronology – Other Discrimination –

Integra lost a customer as a result of Qwest placing an Integra request for service on hold for lack of facilities and then Qwest installed service for itself (Qwest Retail) on the very facilities Qwest could have used to fulfill Integra's earlier order.

On July 20, 2009, Integra's customer contacted Integra and said it was moving to a new location. The chronology below outlines the sequence of events that, in the end, resulted in Integra's customer asking Integra to cancel the order Integra had placed with Qwest to move service to the new location. Integra's customer said that it was changing service providers, to Qwest, because Qwest retail could install the service. If Qwest retail could install the service, Qwest wholesale should have been able to do so for Integra.

7/23/09 - Integra submitted PON RH-2258258-DS0 LSR ID 28672705 requesting four new unbundled analog loops. Integra's customer was moving from one location to another. Integra requested a due date of 8/20/09.

7/23/09 - Qwest sent Integra a firm order commitment (FOC) confirming Integra's requested due date of 8/20/09. Qwest issued four separate internal service orders to install the unbundled loops and assigned a service order number for each of the unbundled loops. The service order numbers Qwest assigned for the four unbundled loops were: N44122417, N44122418, N44122419 and N44122420.

7/24/09 - Qwest sent Integra four separate facility jeopardies for each of the four Qwest service orders.[1]

7/27/09 - Qwest sent Integra an FOC releasing all of the orders from the facility hold status and said the due date was the original due date Integra requested (8/20/09).

8/20/09 – On the day Qwest was scheduled to deliver the service, Qwest sent Integra a facility jeopardy[2] for Qwest service order N44122417. Qwest did not send Qwest jeopardies for the other three unbundled loops and did not install the loops.

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[1] Qwest sent a K09 facility jeopardy on order number N44122417 and a K17 facility jeopardy on N44122418, N44122419 and N44122420. Qwest describes a K17 jeopardy is described as "Qwest Engineering local facility is not available" and describes the K09 jeopardy as "Qwest Engineering has identified a problem with a related order(s). Usually this occurs when multiple Qwest service orders are necessary to provision a single CLEC request. All facilities are not available. At least one of the service orders cannot be worked. All associated orders are in jeopardy until the service order(s) with the defined jeopardy is resolved." In both cases, the responsibility for the jeopardy states: ***"Qwest will work to resolve the problem."*** (Emphasis added) *See* http://www.qwest.com/wholesale/downloads/2008/080602/Jeopardy_Data_Provisioning_June2008.doc

[2] Qwest sent a K17 jeopardy.

8/20/09 - Integra contacted its customer and told the customer that Qwest did not deliver the service on the date Integra requested. Qwest missed the due date for installation.

8/21/09 - Qwest sent Integra jeopardies on all four of the Qwest service orders with a remark: "delayed order missed foc'd dd working to recover defective pairs update or foc will be sent as available".

8/21/09 - Qwest sent Integra another jeopardy for Qwest Order N44122417.[3] Qwest did not send Qwest jeopardies for the other three unbundled loops and not install the loops.

8/25/09 - Qwest sent Integra a jeopardy[4] for Qwest Order N44122417 and jeopardies (K17) for Qwest Orders N44122418, N44122419 and N44122420 with the remark: "orders delayed for cable placement est rfs date 9/04 dd 9/14."[5]

8/27/09– Integra's customer contacted Integra and said that they were not happy about the delay of the lines at the new location. The customer said they contacted Qwest retail for service and, that they were changing providers to Qwest. Integra's customer told Integra that Qwest retail said they could deliver service to the customer on 8/28/09,[6] which was within days of Integra's customer contacting Qwest. Qwest could deliver the service in a matter of days when it has now been more than a month since Integra submitted the order to Qwest on 7/23/09 for service.

8/28/09[7] – While Integra's request remained on hold for facilities, Qwest delivered three business lines (1FBs) and assigned the numbers 651-222-6275, 651-224-6289, 651-224-6297. Per a screen shot of Qwest's Interconnect Mediated Access (IMA) Pre-Order/Service Availability/Convert POTS to

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[3] Qwest sent Integra a K18 jeopardy on the service order. Qwest describes the K18 jeopardy as: "Qwest Engineering local facility is defective." the responsibility for the jeopardy states: ***"Qwest will work to resolve the problem."*** (Emphasis added) *See* http://www.qwest.com/wholesale/downloads/2008/080602/Jeopardy_Data_Provisioning_June2008.doc

[4] Qwest sent Integra a K18 jeopardy.

[5] Est rfs in Qwest's remarks stands for estimated ready for service date and is not the due date that Qwest will meet. Qwest was stating in these remarks that the ready for service date was 9/04/09 and the date Qwest would deliver the service was 9/14/09, which is almost two weeks after Qwest installed service for itself on facilities Qwest could have used for the service Integra ordered almost a month before Qwest ordered the retail service.

[6] Integra is not certain of the exact date the customer contacted Qwest retail for service but it has been Integra's experience that Qwest will offer the first available due date. The Qwest interval for installing new analog business service (a Qwest business line or 1FB) is two business days so if that was the case and the service was installed on 8/28/09, the customer would have called Qwest on 8/26/09.

[7] The email Integra sent to Qwest requesting root cause noted that Qwest installed the lines on 8/31/09, however, after further review Integra believes the date Qwest installed service for itself was 8/28/09.

Unbundled function available in IMA,[8] these lines were delivered on a facility that could have been used to provide Integra's unbundled loops.[9]

8/31/09 - The customer contacted Integra and cancelled their service with Integra. The customer also asked Integra to cancel Integra's order with Qwest because they were porting their telephone numbers they used at the old location to Qwest to use on the new lines Qwest installed. Integra lost the customer.

9/2/09 – Integra sent the details to Qwest and requested Qwest perform root cause on how Qwest retail could provide service while Integra's service request was on hold.[10]

9/4/09 – Integra sent a supplement to the original LSR to cancel the request for the four new loops and Qwest responded that it had canceled the request.

9/28/09 – Qwest responded to Integra's request for root cause and said that the Qwest service was installed before Integra's service because the two technicians installing the service for Integra and Qwest had different skill levels and that Qwest did not do anything improper.[11]

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[8] See screen shot of IMA below.

[9] IMA is the interface CLECs use to submit local service requests to Qwest. IMA has a function that allows a CLEC to determine if the facilities the customer is served on can be converted and reused to serve the customer using an unbundled loop. This functionality is described in detail in the section titled "Checking whether a POTS loop can be unbundled." As you can see from the screenshot, the Qwest retail numbers are on copper and would require "no move" to convert them to a loop, so Qwest could have used these facilities for Integra's loops. *See* http://www.qwest.com/wholesale/downloads/2009/091016/IMAUG_260_101909.pdf

[10] See September 2, 2009 Integra email to Qwest (below).

[11] See Qwest's response (below).

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Monday, September 28, 2009 2:42 PM
To: Isaacs, Kimberly D.; Johnson, Bonnie J.
Cc: Marquez, Matthew
Subject: RE: Qwest Delivers Retail Service when Integra's Request are in QwestJeopardy Status Issue SD163.0

Kim,

Qwest investigated this issue.
There were two different types of technicians with different skill levels that worked the two different types of orders. While they worked them a little differently (because of their skill levels) they did not do anything improper. It was coincidental that the one got worked before the other because of all of the defective pair issues.

Thank you,

Rita M Urevig
Qwest Service Manager
Office 218-723-5801

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Wednesday, September 02, 2009 9:01 AM
To: Urevig, Rita
Subject: RE: Qwest Delivers Retail Service when Integra's Request are in QwestJeopardy Status Issue SD163.0

Thank you Rita.

integra TELECOM
Kim Isaacs | ILEC Relations Process Specialist
NEW ph. 763-745-8463 | fax 763-745-8459
6160 Golden Hills Dr | Golden Valley, MN 55416

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Wednesday, September 02, 2009 9:00 AM
To: Isaacs, Kimberly D.; Marquez, Matthew
Cc: Johnson, Bonnie J.
Subject: RE: Qwest Delivers Retail Service when Integra's Request are in QwestJeopardy Status Issue SD163.0

Kim,
Qwest will investigate and get back with you.

Rita M Urevig
Qwest Service Manager
Office 218-723-5801

perfecting
the CUSTOMER
experience

From: Isaacs, Kimberly D. [mailto:kdisaacs@integratelecom.com]
Sent: Wednesday, September 02, 2009 8:57 AM
To: Urevig, Rita; Marquez, Matthew
Cc: Johnson, Bonnie J.
Subject: Qwest Delivers Retail Service when Integra's Request are in QwestJeopardy Status Issue SD163.0

Hello Rita,

Integra is requesting that Qwest promptly investigate and explain why it appears that Qwest delivered retail 1FB service for an end user when Integra's request for the same end user was held for Qwest facilities.

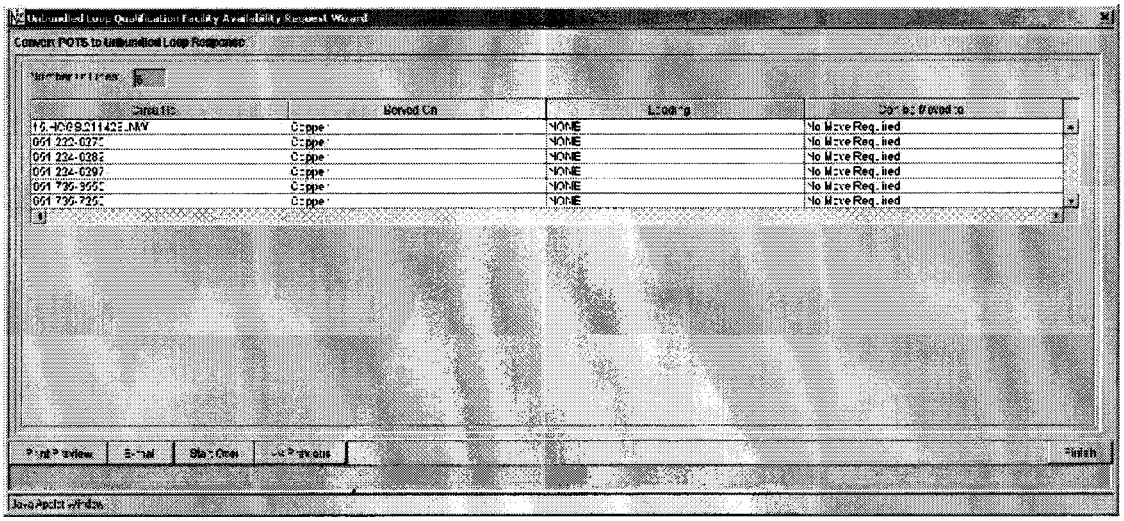
Background:

- 7/23/09 Integra submitted PON RH-2258258-DS0 LSR ID 28672705 requesting 4 new unbundled loops at 225 University Ave W, Suit 121A, St Paul, MN, 55103 to fulfill our customer's request to move their service. The LSR was flagged as a new location within an existing address because IMA was unable to validate the suite number.
- 7/23/09 Qwest sent an FOC confirming a due date of 8/20/09.
- 7/24/09 Qwest sent 3 K17 jeopardies (Qwest Orders N44122418 – N44122420) and a K09 jeopardy (Qwest Order N44122417)
- 7/27/09 Qwest sent an FOC releasing the orders with a due date of 8/20/09
- 8/20/09 Qwest sent a K17 jeopardy for Qwest Order N44122417
- 8/20/09 Integra contacted our end user customer to inform them that the due date for the service at their new location had been missed.
- 8/21/09 Qwest sent 4 - K18 jeopardies on Qwest Orders N44122417 - N44122420 with the remark: delayed order missed foc'd dd working to recover defective pairs update or foc will be sent as available
- 8/21/09 Qwest sent a K18 jeopardy for Qwest Order N44122417
- Week of 8/24/09 – Integra's end user customer contact Qwest retail – Qwest retail indicated they could deliver service to the customer on 8/31/09
- 8/25/09 Qwest sent a K18 jeopardy for Qwest Order N44122417 and 3 - K17 Jeopardies for Qwest Orders N44122418 – N44122420 with the remark: orders delayed for cable placement est rfs date 9/04 dd 9/14
- 8/31/09 Qwest delivered 3 -1FBs (651-222-6275, 651-224-6289, 651-224-6297). Per the IMA Pre-Order/Service Availability/Convert POTS to Unbundled, these 1FBs were delivered on copper and appear to be suitable facilities for unbundled loops.
- 8/31/09 The end user contacted Integra and cancelled their account and indicated they would be porting their existing TNs to Qwest.

Based on the details available to Integra, it appears that Qwest provided a discriminatory level of service to Integra. Integra submitted our request well in advance of the Qwest retail order and while Integra's orders remained held for Qwest facility issues, Qwest delivered service for itself on facilities that could have been used to complete Integra's requests. Integra lost a customer as a result of Qwest apparent discrimination in service delivery. Integra is requesting a root cause investigation of this incident. Integra is also requesting a full and detail explanation, that we can share with the end user if we choose to do so. Thank you.

integra TELECOM

Kim Isaacs | ILEC Relations Process Specialist
NEW ph. 763-745-8463 | fax 763-745-8459
6160 Golden Hills Dr | Golden Valley, MN 55416


Unbundled Loop Qualification Facility Availability Request Wizard
Convert POTS to Unbundled Loop Response
Number of Lines: 6
Circuit ID
Served Co
Loading
Conditioning
NONE
No Wire Required
Print Preview
Email
Start Over
Previous
Finish
Ready

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-20

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Monday, November 23, 2009 12:15 PM
To: Herbold, Matthew
Subject: RE: Service Interfering Bridged Tap – [CUSTOMER INFO REDACTED] - QW TT OW166931, OW166932 - TMS TT 1061714

Matt,

The Circuits are testing within specification of the loops ordered. Qwest considers this issue closed.

Best regards,

Rita M. Urevig
Qwest Service Manager
218-723-5801

PERFECTING

From: Herbold, Matthew [mailto:Matthew.Herbold@integratelecom.com]
Sent: Monday, November 23, 2009 2:06 PM
To: Urevig, Rita
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.
Subject: RE: Service Interfering Bridged Tap - [CUSTOMER INFO REDACTED] -QW TT OW166931, OW166932 - TMS TT 1061714

Rita,

You are our service manager for Qwest. I send these to you, because end user customers are being impacted, and you are our point of contact for resolving such service-impacting issues. It is my job to escalate these issues to your Tier, and Qwest may not dictate who at Integra escalates issues. If you want to escalate these internally, you may do so. Regardless, our expectation is that Qwest should remove the bridge taps and restore service. Our request for service restoration is ongoing.

Matt

integra TELECOM

Matt Herbold| Escalations Manager, Oregon Operations
desk 503-953-7407 | cell 503-810-5895
825 NE Multnomah St. | Suite 1400 | Portland, OR 97232

From: Urevig, Rita [mailto:Rita.Urevig@qwest.com]
Sent: Monday, November 23, 2009 10:35 AM
To: Herbold, Matthew
Cc: Urevig, Rita
Subject: RE: Service Interfering Bridged Tap - [CUSTOMER INFO REDACTED] -QW TT OW166931, OW166932 - TMS TT 1061714

Matt,

Please have your GM/VP of Network contact Ken Beck for this type of request and approval consideration.

Ken's contact information is: Ken.Beck@qwest.com or Direct tn 303-896-8805.

Best regards,

Rita M. Urevig
Qwest Service Manager
218-723-5801

PERFECTING

From: Herbold, Matthew [mailto:Matthew.Herbold@integratelecom.com]
Sent: Monday, November 23, 2009 10:19 AM
To: Urevig, Rita
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Clauson, Karen L.
Subject: Service Interfering Bridged Tap - [CUSTOMER INFO REDACTED] -QW TT OW166931, OW166932 - TMS TT 1061714

Rita:

I have new xDSL circuits to report to you that Qwest TTs failed to resolve for service interfering Bridged Tap.

OW166931, OW166932.
[CUSTOMER INFO REDACTED]
4/LXFU/975861/PN, 4/LXFU/975862/PN

Issue is impacted speed on DSL. 1st loop detected 124' of BT, 388' from demarc. 2nd loop detected 1850' of BT, 720' from demarc.

Thank you,

integra TELECOM

Matt Herbold| Escalations Manager, Oregon Operations
desk 503-953-7407 | cell 503-810-5895
825 NE Multnomah St. | Suite 1400 | Portland, OR 97232

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-21

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Qwest

May 7, 2010

Bonnie Johnson
Eschelon Telecom
Eschelon Telecom of Arizona Inc.
Eschelon Telecom of Colorado Inc.
Eschelon Telecom of Minnesota Inc.
Eschelon Telecom of Oregon Inc.
Eschelon Telecom of Utah Inc.
Eschelon Telecom of Washington Inc.
730 2nd Avenue South - Suite 900
Minneapolis, MN 55402
bjjohnson@integratelecom.com

TO:Bonnie Johnson

Announcement Date:	**May 7, 2010**
Effective Date:	**May 14, 2010**
Document Number:	**NETW.ANNC.05.07.10.F.07811.ICONN_Cross-box_List**
Notification Category:	**Network Notification**
Target Audience:	**ILECs, CLECs, Resellers**
Subject:	**ICONN Update to include list of Cross-boxes with Potential for Power Disparity**

Please route this notice to those in your company who have responsibility for the maintenance and implementation of your telecommunications network.

Effective May 14, 2010, Qwest will be adding a link on the ICONN website that provides a list of cross-boxes with a potential for power disparity, aka spectral interference. This list identifies the cross-boxes where Qwest has installed Digital Subscriber Line Access Multiplexer ("DSLAM") facilities as Remote Terminals in close proximity.

The following products may be impacted by this Network enhancement:

- xDSL Unbundled copper (metallic) loops
- Qwest Broadband for Resale that is central office based (DSLAM is at the central office)
- Line Sharing
- Loop Splitting
- Line Splitting

If you have any questions or would like to discuss this notice please contact your Qwest Service Manager, Maryann Wiborg on (612) 359-5107 or at MaryAnn.Wiborg@qwest.com or Rita Urevig on (218) 723-5801 or at Rita.Urevig@qwest.com. Qwest appreciates your business and we look forward to our

continued relationship.

Sincerely,

Qwest Corporation

If you would like to subscribe, unsubscribe or change your current profile to Qwest Wholesale mailouts please go to the 'Subscribe/Unsubscribe' web site and follow the subscription instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

cc: Maryann Wiborg or Rita Urevig
Stephanie Smith

Qwest Communications, 120 Lenora St, 11th Floor, Seattle WA 98121

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-22

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

From: Redman-Carter, Julia [mailto:Julia.Redman-Carter@PAETEC.com]
Sent: Thursday, May 13, 2010 6:21 PM
To: Johnson, Bonnie J.; 'cmpcr@qwest.com'; 'intagree@qwest.com'; 'Urevig, Rita'; Matthies, Terri; MaryAnn Wiborg (maryann.wiborg@qwest.com)
Cc: Denney, Douglas K.; Isaacs, Kimberly D.; Brenda Bloemke (Brenda_Bloemke@cable.comcast.com); Doug Allen (allendm@att.com); Jackie.diebold@tdsmetro.com; (Jeff.Sonnier@sprint.com); Bilow, Joyce; (kwillis@popp.com); leilani.hines@mci.com; ebalvin@Covad.COM; Loriann Burke (lercan@xo.com); Marcy O'Toole (Marcy.OToole@360.net); Mindy Chapman (Mindy.chapman@neustar.biz); Nora Torrez (nora.torrez@twtelecom.com); Pam.Lehrke@HickoryTech.com; Pam Trickel (pamela.trickel@tdsmetro.com); Paula (paula@sanisabel.com); pjk@p1tel.com.; rod.cox@tdsmetro.com; (Shelly.Pedersen@twtelecom.com); Tim Kagele (Tim_Kagele@cable.comcast.com)
Subject: RE: NETW:ANNC: ICONN to list Cross-boxes with Potential for Power Disparity:EFF 5-14-10

PAETEC objects to Qwest's distribution of the notice, NETW:ANNC: ICONN to list Cross-boxes with Potential for Power Disparity:EFF 5-14-10, and requests that Qwest retract it immediately.

PAETEC supports and agrees with Integra's objection and all statements below.

Furthermore, PAETEC strongly objects to Qwest's attempt to impose a change that (incidentally relates to an on-going, unresolved issue between PAETEC and Qwest), is contrary to terms within the ICAs and was strongly objected to by CLECs in the CMP process. (See references noted by Integra in email below.) Qwest's distribution of this notice, in light of the preceding discussions, applicable CMP and ad hoc meetings, and unresolved issues displays Qwest's overt disregard for CLECs and the processes established for 'working together.'

Julia Redman-Carter

PAETEC

Julia Redman-Carter
Carrier Relations Manager
(319) 790-2250 Office
(319) 790-7901 Fax
julia.redman-carter@paetec.com

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, May 13, 2010 4:40 PM
To: 'cmpcr@qwest.com'; 'intagree@qwest.com'; 'Urevig, Rita'; Matthies, Terri; MaryAnn Wiborg (maryann.wiborg@qwest.com)
Cc: Denney, Douglas K.; Isaacs, Kimberly D.; Johnson, Bonnie J.; Brenda Bloemke (Brenda_Bloemke@cable.comcast.com); Doug Allen (allendm@att.com); Jackie.diebold@tdsmetro.com; (Jeff.Sonnier@sprint.com); Bilow, Joyce; Redman-Carter, Julia; (kwillis@popp.com); leilani.hines@mci.com; ebalvin@Covad.COM; Loriann Burke (lercan@xo.com); Marcy O'Toole (Marcy.OToole@360.net); Mindy Chapman (Mindy.chapman@neustar.biz); Nora Torrez (nora.torrez@twtelecom.com); Pam.Lehrke@HickoryTech.com; Pam Trickel (pamela.trickel@tdsmetro.com); Paula (paula@sanisabel.com); pjk@p1tel.com.; rod.cox@tdsmetro.com; (Shelly.Pedersen@twtelecom.com); Tim Kagele (Tim_Kagele@cable.comcast.com)
Subject: NETW:ANNC: ICONN to list Cross-boxes with Potential for Power Disparity:EFF 5-14-10

Integra and its entities (Integra) object to Qwest's non-CMP notice indicating that xDSL unbundled copper loops and other products may be impacted by Qwest's network enhancement. Qwest should notify CLECs of network changes. In this notice, however, Qwest goes on to make a broad and vague statement that products may be impacted by Qwest's network change. In its notice, Qwest recognizes no limits on adverse impacts, such as those in the law and the ICAs. For example, in the Qwest-Eschelon

ICA arbitrations (issue 9-33), state commissions rejected Qwest's position that it could make network modifications that adversely impact data or other services without restoring them. Qwest mentions spectral interference in its notice. The Arbitrated ICAs provide, in section 9.2.6.8, that Qwest shall not disconnect Carrier services to resolve a spectral interference dispute. Qwest's vague notice provides no such limitation and it is at best unclear as to whether "impacted" includes, in Qwest's view, disconnection. In addition, CLECs have raised a number of issues relating to problems with Qwest's handling of NC/NCI codes (such as those raised by Integra and PAETEC in CMP). If Qwest's handling of NC/NCI codes results in problems at the spectrum management phase, Qwest should not shift those problems or the responsibility for correcting them to CLECs. Unbundling of the local loop includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." TRO ¶ 249; see also UNE Remand Order ¶ 166; and First Report and Order, ¶ 380. CLECs are "impaired" without access to xDSL copper loops. TRO ¶¶ 23, 642. Qwest cannot in effect deprive CLECs of access to xDSL copper loops by creating uncertainty as to the reliability of such loops through such a notice. When Qwest previously sent a similar notice relating to ADSL (quoted below) via CMP, CLECs objected, and Qwest retracted the notice. Qwest's vague document does not constitute sufficient notice of the nature or effect of any impacts, and it does not entitle Qwest to refuse to restore service in any situation. Integra's objection is ongoing.

Qwest sent a CMP notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service* ***may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.***" See Joint CLEC Initial Comments, Attachment J, p. 015, MPUC Docket No. P-421/CI-09-1066. CLECs objected strongly, and Qwest retracted the notice (though indicating it may re-notice it at a later date). This issue (as well as other issues, such as CMP discussion of NCI codes) is discussed in the Joint CLEC Initial Comments in the MN UNE provisioning (formerly KTF) generic docket. MPUC Docket No. P-421/CI-09-1066.

Bonnie

integra TELECOM
Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: mailouts2@qwest.com [mailto:mailouts2@qwest.com]
Sent: Friday, May 07, 2010 11:03 AM
To: Johnson, Bonnie J.
Subject: NETW:ANNC: ICONN to list Cross-boxes with Potential for Power Disparity:EFF 5-14-10

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-23

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Open Product/Process CR PC072010-1 Detail

Title: Change in process in Minnesota for Non Loaded and ADSL Compatible Loops used to provide xDSL services

CR Number	Current Status Date	Area Impacted	Products Impacted
PC072010-1	Presented 7/21/2010	Pre-Ordering, Ordering, Billing, Mntnce/Repr, Prov	Loop

Originator: Mohr, Bob

Originator Company Name: Qwest Corporation

Owner: Mohr, Bob

Director:

CR PM: Lorence, Susan

Description Of Change

Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include:
- defined parameters for assignment of copper pairs

- assignment of the pair with the least amount of loss in the cross box

- new levels of conditioning (near and far bridge tap and remove all options)

- enhanced tests for specific types of NCI codes.

Expected Deliverables/Proposed Implementation Date is September 2010

Status History

Date	Action	Description
7/20/2010	CR Submitted	CR Submitted
7/20/2010	CR Acknowledged	CR Acknowledged
7/21/2010	Status Changed	Status Changed to Presented
7/21/2010	Discussed at Monthly CMP	Discussed at the July Prod/Proc CMP Meeting - See Attachment F in the Distribution Package

	Meeting	

Project Meetings

07/21/10 Product Process CMP Meeting Mark Nickell – Qwest presented this CR. Mark indicated Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include: defined parameters for assignment of copper pairs, assignment of the pair with the least amount of loss in the cross box, new levels of conditioning (near and far bridge tap and remove all options), enhanced tests for specific types of NCI codes. Mark identified that the expected deliverable date is September. Next steps are to provide redlined PCATS regarding proposed changes. Mark relayed this is an optional offering and that the initial target state is Minnesota.
Bonnie Johnson – Integra asked why this is Minnesota specific.

Mark Nickell – Qwest relayed that when we got to looking at the implementation, we ran into operational challenges and decided on a one state deployment initially to make sure that everything was going to work according to plan. Mark said Minnesota was the most likely choice due to service concerns there.

Bonnie Johnson – Integra said she was not sure that made sense. Bonnie asked if there are associated charges.

Mark Nickell – Qwest indicated that there would be additional charges. Mark relayed the product would be offered under an amendment which would include more specificity.

Mark Nickell – Qwest [7/29/10 - Comments to minutes received from Integra] said that there would be charges and it will require an amendment which will include more detail than usual.

Julia Redman-Carter – PAETEC asked how this ADSL product compared to the one that was grandfathered in 2007.

Mark Nickell – Qwest indicated that it is very close.

Julia Redman-Carter – PAETEC indicated that she would like to see (7/23/10 - Comments to minutes received from PAETEC) the details of how this ADSL product differs from the old grandfathered ADSL product. 7/27/10 NOTE: The grandfathered product is associated with CR PC121106-1 available on the CMP website at url http://www.qwest.com/wholesale/cmp/archive/CRPC121106-1.html. The grandfathered PCAT is available at http://www.qwest.com/wholesale/pcat/unloopadslcompatloop.html.

(7/23/10 - Comments to minutes received from PAETEC) Mark Nickell – Qwest committed to provide a comparison noting the differences between this ADSL product and the grandfathered ADSL product.

Bonnie Johnson – Integra indicated that they would take this back for internal review.

Mark Coyne – Qwest relayed that if we get this information, we will include it in the minutes for this meeting. If is not available by then, we will send out a notice. SEE 7/27/10 NOTE ABOVE.

Information Current as of 8/11/2010

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From: Johnson, Bonnie J.
Sent: Friday, July 23, 2010 11:05 AM
To: 'Jim Hickle'; 'New Cr, Cmp'
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; Johnson, Bonnie J.
Subject: CR PC072010-1
Attachments: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied ; Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied ; Attachment K.xDSL Summary of Key Events.pdf; Attachment R. xDSL Summary- PAETEC.PDF; PC072010-1[1].pdf

Susan,

In response to your email yesterday, Integra and its entities (Integra) disagree with Qwest. Qwest cannot excuse a clear violation of the terms of the CMP Document by claiming it is ok because Qwest always violates it. The CMP Document states in Section 5.4.5.1 on page 45:

> Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:
>
> - Clarify the proposal with the CLECs
> - Confirm the disposition level of the Change (see below).
> - Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and **obtain agreement** for input approach
> - Confirm deadline, if change is mandated
> - Provide proposed implementation date, if applicable

See http://www.qwest.com/wholesale/cmp/ (emphasis added). This shows that it is Qwest's obligation to propose a suggested input approach. Qwest failed to do so, and clearly Qwest failed to obtain agreement.

Qwest is also in violation of CMP because Qwest said at the CMP meeting that there would be rates associated with Qwest's changes, but rates and the application of rates are outside the scope of CMP and cannot be implemented via CMP. For example, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1) , Docket No. T-03406A-06-0257, the Commission said: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." If Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions.

Regarding the point raised by Jim Hickle of Velocity as to improper notice, there is support in the CMP Document for the notion that CLECs may raise issues by walk-on whereas Qwest cannot (for the simple reason that Qwest can control the timing of implementation of CLEC requests, while the reverse is not true and CLECs cannot control the timing of Qwest changes). The CMP Document refers to walk-on items as being originated by CLECs:

> "CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR . . ." Section 5.1.4, p. 30 (emphasis added).

Even assuming walk-ons are available to Qwest, Qwest should use judgment in, and have defensible reasons for, presenting issues as walk-ons. This is not an issue that arose suddenly so as to prevent Qwest from providing 14 calendar days notice. In fact, this issue has been through CMP twice before, and on both occasions Qwest denied CLECs' requested resolution of the issues. (See CR #PC082808-1IGX; CR #PC020409 and, e.g., the enclosed documents.) Also enclosed are two chronologies that shed further light on events related to this issue over a number of *years*. The change is a Level 4 Change Request (CR). The CMP Document states in Section 5.4.5 on page 45: "Level 4 changes are defined

as changes that have **a major effect** on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and **provide CLECs an opportunity to have input into** the development of the change **prior** to implementation" (emphasis added). Yet, Qwest's Change Request (enclosed) is all of one paragraph long, and it simply lists topics with no information whatsoever about how Qwest's handling of these major issues will change. Qwest also provided no adequate, legitimate business reason why its Change Request is limited to Minnesota only, when Qwest's problem processes exist throughout its 14-state territory. It is impossible to provide input on something so short and ill defined.

Timing of events shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket). A Change Request properly submitted fourteen calendar days before the July 21, 2010 monthly CMP meeting would have been submitted on July 7, 2010. The day after, on July 8, 2010, Integra filed with the MN PUC, in the MN UNE Provisioning Docket, a Motion for Prehearing Conference in which Integra requested specifically that the first deadline to be scheduled should be for Qwest's overdue response to the Joint CLEC's 11/24/09 comments. (The MN ALJ then scheduled a prehearing conference for July 27, 2010.) The timing, combined with the fact that the Qwest CR is limited to MN-only, shows that Qwest simply threw together a wholly inadequate paragraph and walked it on during the CMP meeting to enable Qwest to argue for more delay in the docket because, according to Qwest, the issues are now being addressed in CMP. Jim Hickle of Velocity has already expressed, in his email below, his view of such tactics.

We disagree the issues are being addressed in any meaningful or proper way in CMP. As the ALJ found in the MN Qwest-Eschelon ICA Arbitration: "Eschelon has provided convincing evidence that the CMP process does not always provide CLECs with adequate protection from Qwest making important unilateral changes in the terms and conditions of interconnection." (MPUC P-5340,421/IC-06-768, Arbitrators' Report, ¶ 22). CLECs have already used CMP twice for these issues, and Qwest's Change Request serves no purpose but for Qwest to act unilaterally and cause further delay. It is no response to this to say that Qwest is claiming the changes are allegedly "optional," when the alternative is the current Qwest process which is already in violation of ICAs and federal law, as explained in detail in Joint CLECs' 11/24/09 MN comments and attachments.

Even assuming the issues go forward in CMP in this manner, Qwest has not provided any workable approach to proceeding in CMP for process and procedures that need changing throughout its territory. To the extent Qwest proposes an input approach at all in its email below (which does not meet the CMP Document requirement of presenting the proposal at a CMP Meeting), Qwest said that it is willing only to schedule "an ad hoc meeting prior to the notification and redlined documents being distributed" (emphasis added). Based on past experience, Qwest's reference to "redlined documents" refer to redlines to its own online Product Catalog (PCAT). Integra made a specific request to see Qwest's full proposals, including Qwest's proposed amendment, which Qwest ignores. At this point, CLECs have no idea if Qwest's proposed amendment referenced in by Qwest in CMP looks anything like the proposed amendments that CLECs in MN have already rejected in negotiations. CLECs cannot assess a proposal without knowing the associated proposed rates, which based on previous experience, Qwest provides not in the PCAT but in the amendment.

Qwest's email suggestion is not an "input approach," because CLECs can hardly provide input on proposed changes they have never seen. An ad hoc call, even assuming it occurs after Qwest's provides its proposed documentation, amendment, and rates, is also wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020

bjjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Friday, July 23, 2010 7:02 AM
To: 'New Cr, Cmp'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; gregory.merz@gpmlaw.com
Subject: RE: CR PC072010-1
Importance: High

Susan –

Thanks for the politically correct Qwest response, but I object to this type of "negotiation" tactic by Qwest. The introduction of this CR may be by the rules, but it does not pass the smell test in my mind and I believe it is not ethical and with ulterior motives. If Qwest is going to have some implementation challenges and that is why they chose to implement it in only one state on a trial basis that they choose another state because of the 1066 Docket and Investigation. This issue is important to us and I object to the way it was introduced. I feel like it was introduced under the radar without proper notification to all interested parties especially in light of the 1066 Investigation.

I formally request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net
4050 Olson Memorial Hwy, Suite 100
Golden Valley, MN 55422
Virtual Phone: (763) 222-1004
Virtual Fax: (763) 444-2541
eMail: jim.hickle@velocitytelephone.com

SOLUTIONS, SERVICE AND SAVINGS - *FAST!*

Velocity has introduced our NEW Virtual Office...Contact me for details today!

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Thursday, July 22, 2010 3:43 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com; 'cmpcr@qwest.com'; Coyne, Mark; Nickell, Mark
Subject: RE: CR PC072010-1

Bonnie,

Qwest followed the same approach as it has for other CRs. Once the originator has presented the CR, the originator asks if there are any questions. If there are none, Qwest typically relays the notice will be distributed with the proposed documentation updates.

In this instance, Mark Nickell presented the CR, took questions from the CLEC community, and relayed the redlined documents would be available soon. Mark Nickell responded to several CLEC questions in regard to the CR however no CLEC requested an ad hoc meeting to discuss this change in more detail. When Mark Coyne relayed the redlined documents would be made available via the notification, there was no disagreement on this proposal during the meeting. Qwest assumed this approach for gaining input to the change request was satisfactory. Typically, if an ad hoc meeting is required, it is requested by the CLEC community.

Qwest assumed agreement on this approach to gain input. If members of the CLEC community would prefer to have an ad hoc meeting prior to the notification and redlined documents being distributed, Qwest is certainly willing to schedule one.

Thank you,
Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Wednesday, July 21, 2010 11:57 AM
To: 'cmpcr@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com
Subject: CR PC072010-1

Mark/Qwest,

On today's CMP call, Qwest presented a Change Request (CR) that was not provided at least 14 calendar days before the meeting per CMP Document. Instead, Qwest presented the CR as a walk-on agenda item today. Per Section 5.4.5.1 of the CMP Document, when presenting any CR, Qwest must: "Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.) and obtain agreement for input approach" (emphasis added). Qwest did not propose an approach or obtain agreement.

The meetings or collaborative to provide input to Qwest's proposal will naturally be unproductive if CLECs do not have the terms upon which CLECs are to provide input. As I stated on the CMP call today, Integra will review Qwest's proposal and respond. We need to understand the proposal to provide meaningful input.

Integra and its entities (Integra) request that Qwest provide its proposed input approach to CLECs as required by Section 5.4.5.1, as well as Qwest's full proposal and proposed amendment, for CR # CR PC072010-1.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Johnson, Bonnie J.
Sent: Friday, April 03, 2009 1:54 PM
To: 'Cmp, Escalation'; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'; Johnson, Bonnie J.
Subject: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied
Attachments: Escalation 45 Integra Position 04.03.09as senttoQwest.doc

I am attaching Integra's position statement.

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
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From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 27, 2009 5:21 PM
To: Johnson, Bonnie J.; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'
Subject: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Attached is the Qwest binding response to the escalation of PC082808-1IGXES Denied which was submitted March 20, 2009 and acknowledged by Qwest on March 23, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, March 20, 2009 4:54 PM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Enclosed is Integra's escalation regarding Qwest's denial of PC082808-1IGX.

Bonnie

Bonnie J. Johnson | Director Carrier Relations

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Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

To: Qwest CMP
From: Integra and its Affiliates
Date: April 3, 2009
Subject: Position Statement, CR #PC082808-1IGXES

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 27, 2009 Binding Response in which Qwest denies Integra's CMP Escalation (Escalation #45) regarding Change Request (CR) PC082808-1IGXES, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. CLECs joining the escalation include Comcast, TDS Metrocom, Velocity Telephone, McLeodUSA Telecommunications Services, Inc. (d/b/a) PAETEC Business Services, AT&T, Jaguar Communications, and tw telecom inc. ("Joining CLECs"). Given that Qwest leaves much of the escalation unanswered (as discussed below), Integra incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

Qwest has tied any resolution of the issues (including repairs months or even years after installation) to its insistence on cooperative testing for every single xDSL capable loop installation (even when CLECs have a contractual right to basic installations at Commission-approved rates). Any suggestion that CLECs, and Integra "specifically," will not work and test cooperatively with Qwest because they disagree with Qwest's position is a myth. Integra has made it clear that it is fully willing to participate in joint testing when joint testing is actually needed (as opposed to 100% of installations). Of course Integra disagrees with Qwest's unyielding position that CLECs must conduct unnecessary testing and work in an inefficient manner. (See "Ongoing Economic Consequences to CLECs," Escalation #45, pp. 17-20.)

Qwest incorrectly claims that cooperative testing was "requested in the original CR." (Qwest Binding Response, ¶7) and apparently relies upon the word "test" in the CR's title as its basis for this erroneous claim (*id.* ¶2, placing the word "test" in bold and indicating emphasis was added). The title not only cannot in fairness be read in that manner [see, *e.g.*, use of "test" in 47 CFR §51.319(a)(1)(iii)(C)], but also Integra has expressly explained to Qwest on several occasions that Integra did not, and is not, requesting new or cooperative testing. (See, *e.g.*, Integra's February 4, 2009 CMP comments as to this CR, pp. 1-2.) The fact that Qwest continues to represent that Integra requested cooperative testing when it knows otherwise does not further resolution of the issues. As Integra has repeatedly explained, as to installations, Integra will hook up and then conduct its own testing, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.) As to repairs (whether immediately after installation or later), Integra is not requesting additional testing; it is only requesting that if testing is needed it be performed

per the appropriate performance parameters for that loop type consistent with industry standards (including those relating to NCI codes).

NCI Codes

Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. To the extent that Qwest has not implemented these codes, it needs to do so.

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

Qwest's obligation to comply with industry standards is a separate obligation, in addition to its obligation not to discriminate. For example, the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota specifically state in Section 12.4.3.5: "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with Telcordia's General Requirement Standards*** for Network Elements, Operations, Administration, Maintenance and Reliability ***and/or*** the applicable ***ANSI standard***." (See Escalation #45, pp. 4, 7 & 11.) Consistent with the position taken by Qwest in its Binding Response that ICA issues are not appropriate for CMP, Integra and Eschelon have previously raised the ICA provisions with Qwest's legal and ICA teams (as well as Qwest's service management team and executives). Those teams at Qwest, however, have also failed to respond to this specifically identified ICA provision. Integra will raise the ICA provisions with those Qwest teams once again. Irrespective of any ICA language, Qwest has not explained its position that Qwest need not comply with industry standards for NCI codes, even though its own documentation (quoted below) recognizes their significant function.

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs,

which are caused by Qwest, would be minimized or eliminated. (See, *e.g.*, Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes ***are used to determine the specifications of the facility*** you are ***ordering***. ***Each unique combination sends a different set of instructions to Qwest technicians***." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, ***depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you***." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)
>
> "Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable ***by the ANSI Standards***). . . . Qwest will remove Load Coils and/or interfering Bridged Tap for ***2-Wire*** and 4-Wire ***Non-Loaded Loops***, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services ***specified in the NC/NCI code combination*** will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc
>
> See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

Therefore, it is not as though Qwest was unaware of these industry standards or the intended purpose of the industry NCI codes. CLECs should not suffer the consequences of Qwest's choice to ignore those codes when developing its products and processes or costs, if any, to correct the problems resulting from that choice.

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, *e.g.*, already places the NC/NCI codes on orders, to the extent Qwest recognizes

the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

Qwest Policy of Restricting Testing to Voice Transmission Levels and Conducting Repairs Without Regard to Industry NCI Codes

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (*e.g.*, HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

Section 47 CFR §51.319(a)(1)(iii)(C) provides (with emphasis added): "Insofar as it is technically feasible, the incumbent LEC shall ***test and report troubles*** for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." (See Escalation #45, pp. 3, 4, 6, 10, 18, & 20.)

A policy change (with associated direction to and training of Qwest personnel) is required, as Qwest admits that its current policy is not to restore service:

> "[T]urning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work." See Qwest Corporate Counsel April 1, 2009 letter to Integra.
>
> "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." See Qwest March 13, 2009 Denial of Integra's CMP Escalation re. CR PC020409-1EX; see also Qwest March 27, 2009 Denial (Binding Response) of escalation of this CR, p. 2 ("absent the obligation to provide an HDSL Capable Loop").

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

When CLECs order xDSL capable loops, Qwest does not assign the best (most qualified) loop for the type of loop ordered. In fact, Qwest previously directed Integra to order an ADSL loop when Integra desires working HDSL2 service (see Escalation #45, p.5), even though Qwest has since admitted that its earlier direction would create spectrum management issues (see 3/26/09 loop qualification ad hoc call minutes). Qwest is obligated by industry standards and in many cases by contract to comply with both the NC and NCI codes, but Qwest admits it does not comply with the NCI codes (see below). The solution to this problem does not require any additional testing at installation. As Qwest admits, for Qwest's retail DS1 service (which Qwest has admitted may be delivered using HDSL2 technology, see RVP email), Qwest assigns the "best loop" (Qwest Binding Response, Escalation #44, ¶5, p. 1), even though "Qwest does not perform this function [additional testing] for its own retail DS-1 provisioning processes" (both Qwest Binding Responses, ¶7, p. 2, first bullet point). This shows it is technically feasible to assign the most qualified loop without additional testing at installation in every case. Further evidence of this is found in Qwest's retail ordering process documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

> The "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." (See Escalation #45, p. 16. Qwest failed to address this point in its Binding Response.)

Qwest points out that the other product (DS1 capable loop) is more expensive, apparently suggesting that, to get more, you have to pay more. But, for DS1 capable loops, Qwest provides equipment that, with xDSL capable loops, CLECs provide. (See Escalation #45, p. 13.) Qwest is the party that sought each of the rates for each of the installation options, during a time period when xDSL capable loops were also available to CLECs per the law, many ICAs, and industry standards. Via Qwest's own pricing proposal, the installation options (including basic) apply to xDSL capable loops. State commissions have approved basic installation rates applicable to all types of xDSL capable loops. Integra disagrees that Qwest incurs additional costs. With xDSL, Integra not only provides the equipment at both ends, but also Integra then performs the testing that Qwest performs for itself when it provides the equipment. If Qwest is claiming it made a pricing error, however, its remedy is not to deny service to which CLECs are entitled but to seek cost relief from the state commissions.

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (*id.*), which is

also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, *e.g.*, Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

> "According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters." See Qwest's Regional Vice President (RVP) June 5, 2008 email to Integra.

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (*i.e.*, a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> > *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.
>
> Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

A Simple Request to Receive the Product Ordered Does Not Equate to an Unreasonable Request for an Impossible Guarantee, as Qwest Claims

Integra is not seeking a guarantee that every xDSL capable loop can carry the specific xDSL loop type ordered by a CLEC (*e.g.*, HDSL), as Qwest alleges in both Binding Responses. (See Escalation #45, pp. 13 & 20.) First, CLECs perform loop pre-qualification to determine whether, according to Qwest's records, loops exist that should be capable of transmitting the applicable xDSL signal. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request. (See Escalation #45, p. 14.) Second, if Qwest uses both the NC and NCI codes appropriately, the requested loop will ***not*** have to support every type of digital signal but only the one requested by the CLEC. In its Binding Response, ¶3, Qwest states that "some but not all xDSL loops are able to transmit HDSL." When a CLEC via the NC/NCI codes specifies HDSL, the NCI codes allow Qwest to sort out those xDSL loops and, of all the xDSL capable loops, assign one of the ones that is capable of transmitting HDSL.

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

This is different from Qwest's current practice, which Qwest claims uses the same loop selection process for one type of loop (retail ADSL – which Qwest has grandparented and said there is no certainty of it even being a feasible product, Escalation #45, pp. 14-15), regardless of the type of loop ordered (*e.g.*, HDSL), and which Qwest admits, in Binding Response #44, ¶5, is "quite different" from a process that "picks the best loop" (though the fact that Qwest can pick the best loop for another product establishes that it can be done). Also, although Qwest claims to use the retail ADSL digital product selection process for HDSL digital capable loops, Qwest's admission (see above) that it restricts testing of 2/4 wire non-loaded loops to analog (1004 Hz) levels indicates that the loop selection process for CLECs is inferior to the selection process for retail ADSL (even assuming it were appropriate to use an assignment process for one loop type for all other loops types, though the industry standards assign them each a unique NCI/NCI code combination). Regarding ADSL when a CLEC requests ADSL, Qwest must meet applicable industry standards and contractual obligations, regardless of what it said in its unilateral notices (to which Integra objected). That does not mean that Qwest can require use of ADSL when a CLEC requests HDSL.

The chance that the loop will work as intended and per applicable standards should not be reduced because a CLEC exercises it right to order an xDSL capable loop and use its own

equipment instead of a different digital product to which it is also entitled (DSL capable loop). The FCC found that CLECs are impaired without access to ***both*** "high-capacity lines" and "xDSL-capable loops." (TRO ¶¶ 23 & 642; see Escalation #45, pp. 8-9.) Qwest cannot make an unreliable ADSL product or DS1 capable loops the only vehicles for obtaining T1 or HDSL2 transmission parameters. The Qwest RVP June 2008 email (see above and Escalation #45, p. 5) and Qwest's Binding Response at ¶ 6, however, confirm that this is precisely how Qwest has chosen to design its products and processes. Therefore, Qwest needs to modify those products and processes.

As illustrated by the example in Escalation #45 in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, it is a completely unsatisfactory result for Qwest to provide a response that is the equivalent of saying, "hey, we delivered a pizza." The customer did not receive the product ordered and, as a result, the customer is harmed.

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

In Escalation #45 on March 20, 2009, Integra addressed points raised by Qwest in its March 13, 2009 Denial of Escalation #44 relating to CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Although Integra took the time and resources to specifically address in its escalation each point in an attempt to clarify and resolve these issues, Qwest ignores the detailed information provided by Integra. Instead, Qwest simply repeats the same information (often word-for-word) on March 27, 2009, as if Integra had not already replied to each of those points on March 20th, as follows:

Qwest 3/27/09 Denial Escalation #45	**Qwest 3/13/09 Denial Escalation #44**
¶3, p. 1	¶6, p. 2 (word-for-word)
¶4, p. 1	¶7,p. 2 (similar portions re. complete/ partial solution & CMP discussions)
¶6, p. 2, first sentence only	¶4, p. 1 (word-for-word)
¶6, p. 2, remainder of paragraph	¶5, pp. 1-2 (virtually word-for-word)
¶7, p. 2 including bullet points	¶7, p. 2 (word-for-word, except first sentence)
¶8, p. 2	¶8, p. 2 (virtually word-for-word)

The problem this creates, in terms of resolving these issues (as well as Qwest's CMP obligation to provide a response), is that Qwest's Binding Response completely fails to address Integra's March 20, 2009 bases for escalation of these issues. This negates Qwest's claim that it is attempting to "move forward via CMP."

Qwest Non-Responsiveness to Citations to SGATs, ICAs, and Law, and Qwest Position Regarding the Scope of CMP

Integra said, in its Escalation #45, p. 3: "Because Qwest's Response hinges on whether it has any 'obligation' in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is 'legal,' the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP."

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

In its Binding Response, ¶5, Qwest said "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." Integra is pleased that Qwest has come around to this view, though disappointed that Qwest did not reach this conclusion earlier to avoid the delay caused by Qwest insisting on use of CMP for these very issues. Integra has brought its issues to Qwest's legal and ICA teams and expects them to honor Qwest's stated position in its Binding Response. Integra awaits a response from Qwest that discusses the provisions cited by Integra.

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, *e.g.*, Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at

Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

Qwest's tying of cooperative testing to moving forward at all with this CR ignores the significant aspects of the CR dealing with repairs following Qwest network maintenance and modernization activities. (See, e.g., the May 2008 repair example in the CR; see also "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in Integra's February 4, 2009 written comments.) In these situations, existing customers are already on the service and it has been working as intended for digital purposes for months or even years. Therefore, the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to acceptable levels to be compliant with industry standards for the type of loop requested. [See also 47 CFR §51.319(a)(1)(iii)(C), quoted above.]

The network maintenance and modernization issue was arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (For docket numbers and the Minnesota Eschelon ICA language, see Escalation #45, p. 9.) Other CLECs have the same language in Section 9.1.9 of their ICAs. (See, *e.g.*, in Minnesota, Section 9.1.9 of the ICAs of Integra, NorthStar Access, Otter Tail Telecom, Popp.com, 702 Communications and US Link/dba TDS Metrocom.) The Qwest-Eschelon Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to implement this ICA provision for CLECs with such language in their ICAs. Though Qwest Corporate Counsel confirmed Qwest's contrary position as to all CLECs, Integra has asked that the Qwest's attorneys, including the Qwest attorneys representing Qwest in those arbitrations, take another look at Qwest's position.

Qwest Non-Responsiveness and Loop Qualification

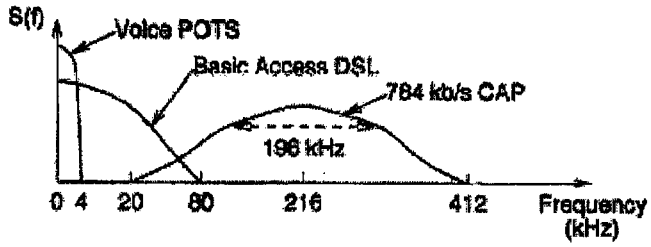
On March 27th Qwest repeated word-for-word its previous March 13th position regarding its Raw Loop Data tool "which depicts the composition of the loop e.g., gauge, length, etc.)," even though on March 20, 2009 Integra expressly addressed Qwest's position on loop qualification. In the section of its Escalation #45 entitled "Loop Qualification Vis-à-Vis Facilities Assignment" (see page 14), Integra explained why Qwest's point is inapplicable and the loop qualification tools do not satisfy the business need. Qwest's Binding Response leaves these reasons untouched. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest Non-Responsiveness and Industry Standards

Integra's Escalation #45 included sections entitled "Qwest Technical Publication Vis-à-Vis Industry Standards," including discussion of ANSI T1E1 (pp. 4-6), and "NCI Codes" (pp. 12-13). Is Qwest now claiming that industry standards and technical publications are inappropriate subjects for discussions in CMP? Qwest did not discuss these sections in its Binding Response, though Qwest is required to respond to Integra's escalation.

In Qwest's March 13, 2009 Denial of Integra's Provision Loops Per Request CR, Qwest relied heavily on technical standards. In that Denial, Qwest said that it has an obligation "to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384." Integra addressed Qwest technical publication 77384, as well as industry standards referenced in the technical publication, in its Escalation #45. In its Binding Response, Qwest does not dispute a single fact presented by Integra as to the meaning of the Qwest technical publication or the content and meaning of those industry standards. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of *ANSI* T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The *ANSI* Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on

the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Qwest's stated position that, if a "CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ"*** (see Qwest, RVP Ken Beck, June 5, 2008 email to Integra) is inconsistent with these industry standards and Qwest's own technical publication requiring Qwest to conform to the industry standard ANSI T1E1, Technical Report Number 28. In CMP, Qwest has not denied that the position stated in its RVP's email of June 2008 remains Qwest's current position, nor has Qwest indicated any willingness to change that position in light of the above ANSI standard information (as well as 47 CFR §51.319(a)(1)(iii)(C), which Qwest also fails to address in its Binding Response).

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends). See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

Qwest's Binding Response leaves the following information regarding vendor requirements and Qwest's own use of the vendor Adtran for HDSL untouched. Therefore, Qwest appears to accept the accuracy of the following section of Integra's Escalation #45 (p. 5), as Qwest made no attempt to dispute it:

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest Singling Out Integra

In its Binding Response, Qwest states: "After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive." It is unfortunate that, in the absence of a basis for its position, Qwest has resorted to making such a remark. Qwest is reminded that it may not retaliate against any CLEC for exercising its rights. Qwest should welcome active, vocal, informed participation in developing business solutions, rather than attempt to deter it with comments such as this.

Qwest's singling out of Integra is inaccurate, as well as unfair. Seven CLECs have joined this escalation. In addition, the CMP minutes reflect comments by other CLECs expressing concerns of their own, as well as indicating agreement with Integra. No CLEC expressed agreement in CMP to Qwest's approach.

In contrast to Qwest's single unchanging approach, Integra has demonstrated flexibility in attempting to move forward with solutions to these issues. Integra has offered, for example, to use an interim manual solution using existing fields/processes for facilities assignment (placing loop type in remarks) (see Integra Feb. 4, 2009 CMP comments, pp. 5-6). Integra also pursued USOC implementation (either via a separate CR or this one) as another approach that, according to Qwest, would be a more automated solution (even though it would initially address only one loop type, as it would be a start and offer learning for other products). Integra has also made it clear that for installations it will hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

Instead of collaboratively developing a means of implementing the deliverables requested on August 28, 2009 in the CR (*e.g.*, "take into account NCI/SECNCI code standards, and not just the NC codes"), Qwest immediately announced its cooperative testing approach (in the first call after the Qwest evaluation stage, on Nov. 19, 2008); Qwest entrenched in that position even after CLECs pointed out numerous problems with the approach; and Qwest has been standing still with its take-it-or-leave-it cooperative testing position ever since. (See also "Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation," Escalation #45, p. 16-17.) This is true even as to repair of existing service, in situations in which cooperative testing has no application, as discussed above.

Integra asks Qwest to re-consider its position. Per Qwest's suggestion, Integra will once again go back to Qwest's legal and ICA teams to attempt to obtain resolution. Integra continues to reserve all its rights with respect to these issues.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:50 PM
To: 'Cmp, Escalation'; Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'; Nora Torrez (nora.torrez@twtelecom.com)
Cc: 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark; Johnson, Bonnie J.
Subject: Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied
Attachments: USOC CR Integra Position March 20 2009.doc

Integra's position response is below and also attached as a document.

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it

could implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/ archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and

provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Tuesday, March 17, 2009 10:42 AM
To: Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'
Cc: Cmp, Escalation; Johnson, Bonnie J.; 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: FW: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

When Qwest sent our binding response to this escalation of CR PC020409-1EX on March 13, 2009, Bonnie Johnson (Integra) identified that she was aware that there were several CLECs that had also chosen to participate in the escalation. Bonnie specifically named Mcleod, Covad, Comcast, XO and twtelecom.

We are still working with our Web team to determine the problem with the "participate" button however we are copying all of you on this binding response. The response has also been posted to the Escalations web site at http://www.qwest.com/wholesale/cmp/escalations.html.

We will relay this information in the monthly meeting on Wednesday.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Cmp, Escalation
Sent: Friday, March 13, 2009 2:29 PM
To: Cmp, Escalation; 'Johnson, Bonnie J.'; 'Cox, Rod'; 'Mike Wilker'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: RE: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

Attached is the binding Qwest response to your escalation of CR PC020409-1EX which was submitted March 5, 2009 and acknowledged by Qwest on March 6, 2009.

Please contact me with any questions.

Thank you,
Lynn Stecklein
Qwest Wholesale CMP
303 672-2723

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 06, 2009 1:28 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

This is to acknowledge receipt of your escalation associated with CR PC020409-1EX.

The escalation was received in our CMP Escalation mailbox on Thursday, March 5, 2009 11:51 AM Central Time.

This acknowledgement is being sent at approximately 2:30 PM Central Time, Friday, March 6, 2009.

Dildine Lybarger, Director Program/Project Management, is assigned to this escalation. She can be reached at 303 672-2712 or by e-mail at Dildine.Lybarger@qwest.com.

Qwest will respond with a binding position e-mail no later than COB March 13, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the

established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service.*** (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only.***" [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment, processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for***

providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable.

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - ***it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility capable of

supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

Bonnie J. Johnson | Director Carrier Relations
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bjjohnson@integratelecom.com

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it could

implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC.

Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its

policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure

that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

Attachment K

Attachment K
xDSL[1] Summary of Key Events Since October 2007

For related documentation, see Attachment C and, for specific dates, see its Table of Contents (Att. C, pp. 006-007)

Note: Qwest requires CLECs to order xDSL capable loops, such as HDSL2, as non-loaded loops.

October 11, 2007 through June 20, 2008 – Escalation to Qwest Service Management, Including VP Level - Unsuccessful

Qwest repair personnel told Integra that Qwest assigns a 24 hour repair commitment time (which is the repair commitment time for the 2 wire analog loop) to a 2 wire non loaded loop, even though the repair commitment time should be 4 hours[2] because Qwest repair cannot differentiate between a 2 wire ***non loaded*** loop (which Qwest requires CLECs to use to order xDSL loops, *i.e.*, digital capability) and a 2 wire ***analog*** loop (which may be described as a voice grade loop).[3] On October 11, 2007, Integra escalated a repair issue to Qwest's service manager regarding this Qwest claim and also told Qwest service management that Qwest repair is not testing to HDSL digital parameters (*i.e.*, Qwest is limiting testing to voice parameters), and Qwest would not remove interfering bridged tap that could allow the circuit to carry applicable digital services.

For a period of more than eight (8) months, Integra made significant efforts to resolve the issue with Qwest service management via email correspondence and face to face meetings. Integra's Senior Vice President of Engineering and Corporate operations escalated the issue to Brian Stading at Qwest (Qwest's Vice President of service management). Responses and correspondence from Qwest generally came from Ken Beck at Qwest (Qwest's Regional Vice President of service management).

Qwest service management was unable to resolve the issue at any level. On June 20, 2008, Ken Beck ***referred Integra to the Qwest Change Management Process*** ("CMP").

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[1] The Qwest-Integra and Qwest-Eschelon Minnesota interconnection agreements ("Arbitrated ICA"), in Section 4.0 (Definitions), contain the following definition: ""Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including but not limited to the following: . . . 'HDSL2' or 'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps."

[2] Per Qwest's own Service Interval Guide (SIG), the repair commitment time for a 2 wire non loaded loop is 4 hours. *See page 61 of Qwest's SIG which shows that the repair commitment time for a 2 wire non loaded loop is 4 hours http://www.qwest.com/wholesale/downloads/2009/090413/InterconnSIG_PV95.doc*

[3] Although the industry uses certain "NC/NCI" codes to indicate the particular type of xDSL capable loop (*e.g.*, HDSL2) (see, *e.g.*, Arbitrated ICA §§9.2.6.2 & 9.3.5.1.2), Qwest has indicated that it nonetheless treats the latter ("NCI") codes are as informational only, and Qwest does not actually rely on the applicable industry codes when assigning and provisioning facilities (as discussed further in the CMP documents discussed below). See Attachment A, Row No. 11.

August 28, 2008 through April 3, 2009 - Both CMP Requests Denied

On August 28, 2008 Integra submitted a Qwest CMP Change Request (CR) entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" ("**Provision Loops per Request CR" or "NC/NCI CR.**").

Qwest indicated in CMP it was moving forward to implement a new Universal Service Ordering Code (USOC) in mid April 2009 that would help ensure that appropriate digitally capable loops were assigned when CLECs ordered xDSL services. Qwest then shifted position and indicated that, although it had said implementation of this USOC would improve its facilities assignment process, Qwest would condition moving forward with implementing the USOC on CLECs (including Integra) agreeing to perform cooperative testing on 100% of the installs. In other words, CLECs with a right to basic installations in their ICAs would no longer be able to order basic installations at Commission-approved rates and instead would have to order a form of testing that requires additional coordination and scheduling of personnel, at a higher rate, for 100% of these installs, even though such additional work may only be needed in a minority of cases. Qwest never justified tying these two things together. Qwest denied Integra's CR.

On February 4, 2009, Integra submitted a Qwest CMP CR entitled "Qwest will implement the USOC to correct the facility assignment for HDSL" ("**Facilities Assignment USOC CR**") in an effort to get Qwest to move forward with implementing the USOC while discussion of other issues continued. Qwest denied Integra's CR, even though Qwest had previously indicated that implementation of the USOC would help with resolution of the problem.

Integra escalated Qwest's denial of both CRs. Several CLECs joined the escalations.[4] Qwest denied both escalations.

For the CMP Detail, including copies of Integra's change requests and escalations, and Qwest's denials, see Attachment D, NC/NCI CR #PC082808-1IGXES (Escalation #45), and Attachment E, Facilities Assignment USOC CR #PC020409-1EX (Escalation #44).[5]

April 9, 2009 through Present – VP Level Escalations - Unsuccessful to Date

On April 9, 2009, Integra (Stephen Fisher, VP Corporate Operations) notified Qwest (Warren Mickens, VP Qwest Corporation and Qwest Director of Interconnection) that it was escalating these issues and invoking the dispute resolution process under its interconnection agreements. Also on April 9, 2009, Integra (Dan Wigger, VP of Operations, Minnesota) provided notice to Qwest (John Stanoch, President, Minnesota). [See Attachment C, pp. 001-005.] Counsel for Integra also contacted counsel for Qwest

[4] The following CLECs joined one or both of the escalations: TDS Metrocom, Velocity, PAETEC, Covad, XO Communications, Comcast, AT&T, Jagcom, and tw telecom.
[5] These documents are also available on Qwest's CMP website: http://www.qwest.com/wholesale/cmp/.

and provided additional authority for Integra's position. On April 16, 2009, Mr. Mickens responded for Qwest by stating: "Ken Beck will be Qwest's representative under section 5.18.2 of the Eschelon Minnesota ICA. He will represent Qwest regarding the issues you raised in your letter of April 9, 2009. . . ." Although Integra had escalated to a higher level at Qwest, Mr. Beck is the same individual who had been representing Qwest in discussions since at least October of 2007.

Qwest submitted a proposal to Integra on May 15, 2009, and Integra responded on June 4, 2009. On July 20, 2009, Integra contacted Qwest as it had received no response. Qwest responded on July 23, 2009, and Integra replied on August 4, 2009. On August 21, 2009, Qwest submitted questions to Integra about its reply. Most recently (as of the drafting of this Attachment K), company representatives met in Denver on November 13, 2009.[6]

Although discussions are ongoing, Qwest has not yet provided any solution or proposal, via its service management team, executives, legal team, or CMP, that indicates the issue will be resolved without Commission action. In the meantime, the problem continues. Although Qwest's attorney has pointed to the fact that executive-level discussions are taking place as an alleged reason for not removing bridge taps,[7] Integra has clearly communicated to Qwest that its rights under the contracts and the law are not suspended simply because the companies are discussing escalated issues.[8]

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[6] At the 11/13/09 meeting, Integra's President & Chief Operating Officer and its Vice President, Corporate Operations reviewed with Mr. Beck of Qwest the presentation that is attached to the Comments as Attachment B.

[7] See, *e.g.*, Qwest (attorney Daphne Butler) 11/2/09 email to Integra: "As to states, such as Washington, where your ICAs do not provide for a special copper loop, it is my understanding that Qwest has provided Integra with a proposal . . . . I also understand that Qwest is currently waiting for a response to that proposal." In Washington, an Integra end user customer was experiencing service-affecting problems, and although Integra provided Qwest with current ICA provisions that require Qwest to condition the loop (remove bridge tap), Qwest refused to remove the bridge tap, providing in its 11/2/09 email only the above-quoted explanation for its refusal. [Note: Minnesota is also a state in which the ICA does "not provide for a special copper loop."]

[8] See, *e.g.*, Integra 11/16/09 email to Qwest (including Qwest attorney Daphne Butler): ". . . Qwest is not relieved of any of its obligations under the law and the current ICAs simply because talks may be going on. After all, talks at the VP level have been going on between the companies since at least October of 2007 - more than two years. Qwest can hardly expect that Integra would forego its rights for a period of more than two years simply because Qwest was discussing those issues with us (which would create an incentive for Qwest to drag out any such talks). As I indicated previously, unless and until some other resolution were to be reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. There is no suspension of our rights in the meantime."

Attachment R

ATTACHMENT R:
xDSL SUMMARY OF KEY EVENTS – PAETEC/McLeodUSA:
Impact of Qwest Loop Binding on McLeodUSA ADSL and SDSL Customer Base

Description of Situation

McLeodUSA offered both Asymmetric Digital Subscriber Line (ADSL) and Symmetric Digital Subscriber Line (SDSL) service to end user customers in a variety of states for a number of years using unbundled loops leased from Qwest. When McLeodUSA began ordering ADSL and SDSL from Qwest, Qwest instructed PAETEC to order the ADSL/SDSL service using a Network Channel (NC)[1] of LX-N for the UNE loop. The "LX-N" NC code was the same code that Qwest instructed CLECs to use when ordering a UNE loop to support both data and voice service (ADSL and SDSL).

In December 2006, Qwest submitted a Change Request ("CR") in Qwest CMP and said it was grandparenting its ADSL capableloop and proposed the effective date of February 2, 2007.[2] In notifications to CLECs and during Change Management Process meetings, Qwest represented to CLECs that it would (a) continue to provide uninterrupted service to existing ADSL for customers until the customers were disconnected; and (b) honor existing ICAs with respect to providing ADSL to existing customers. Qwest advised that UNE loops supporting ADSL (provided via the ADSL compatible UNE-L) would not be offered in new ICAs once the grandparenting of ADSL became effective in February 2007. During the CMP Qwest stated that ADSL compatible UNE-L and 2/4 wire non loaded UNE-L were physically identical, and that the only difference was that Qwest would not provision the non loaded loop using the more stringent algorithm. The algorithm used to provision the 2/4 wire non loaded loop is not as stringent as the ADSL capable loop. McLeodUSA and other CLECs objected to the grandparenting; however, Qwest grandparented ADSL effective March 19, 2007 over CLEC objection.

Beginning in late 2007, Qwest began making network updates that involved installing Remote DSLAMs. As part of the installation process, it appears that the Qwest technicians used a "binder" to physically group together LX-N loops into "binder groups". It is important to note that when grouping DSL services using a binder, one must group the same xDSL service within a binder group. If the technician binds disparate xDSL service types within a single binder, that causes service degradation or interruption to the xDSL services run over the bound loops. ADSL and SDSL services are negatively impacted when bound with each other or other types of xDSL

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[1] The Network Channel (NC) is the first part of the NC/NCI/SECNCI code used to identify the characteristics of the facilities. The complete NC/NCI/SECNCI code PAETEC has used to order ADSL service from Qwest is "LX-N 02QB9.00H 02DU9.00H." The Qwest Communications International Inc. Technical Publication, 77406 Issue B June 2001, Section 3.1 provides a general description of the NC/NCI code:

> Network Channel (NC) codes describe, in standard format, the characteristics of the service channel. Network Channel Interface (NCI) codes describe the physical and electrical characteristics of the Network Interface (NI). *Industry Support Interace (ISI); NC/NCICode Dictionary,* Bellcore Special Report SR-STS-000307 fully describes these coding schemes.

[2] For the Qwest notices and associated meeting minutes for Grandparenting ADSL compatible loops, see Attachment J, Grandparenting ADSL compatible loops and Raw Loop Qualification – CMP Materials, from the Joint CLEC Initial Comments, *In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements to CLECs and into Related Marketing Practices Targeting CLEC Customers*, MPUC Docket No. P-421/CI-09-1066. (filed November 24, 2009) ("Joint CLEC Initial Comments").

services due to the different modulation patterns. The binding of LX-N loops that included both ADSL and SDSL services is a reconfiguration of Qwest's network in a manner which impaired McLeodUSA's ability to offer services in violation of the Interconnection Agreement.[3] Qwest also appears to have ignored its Spectrum Management obligations.[4]

Shortly after Qwest began its Remote DSLAM installation project, McLeodUSA began receiving complaints from several long-standing customers that their ADSL and SDSL service was either interrupted or severely impaired. McLeodUSA repeatedly checked our network and customer premise equipment and determined that neither was the problem source. Qwest said the test results for their part of the network revealed that the line was working "within the established standards"[5] for the new DSL services as Qwest defined those lower standards of voice grade.

However, after further investigation of these unresolved service issues and statements made by Qwest personnel during trouble isolation tests led McLeodUSA, McLeodUSA concluded that the loop binding performed by Qwest during its Remote DSLAM installation was interfering with ADSL and SDSL service.[6] McLeodUSA contacted Qwest to have them fix the problem caused by their network reconfiguration.

Qwest's response was that (a) the only lines involved in the binding are LX-N loops and (b) ADSL is not provisioned using an LX-N loop, and therefore, should be unaffected. According to Qwest, if McLeodUSA wanted to provide ADSL services, then it should have ordered and will need to order network channels using LX-R ordering code for the UNE loops.

Qwest's claim that ADSL lines should have been ordered using the LX-R channel designation is not consistent with prior order documentation instructions provided by Qwest.[7] The LX-R channels are deemed a special request by Qwest for which there is limited availability – and typically unavailable when requested. Furthermore, when McLeodUSA has previously attempted to order loops with the LX-R channel designation, Qwest has typically rejected such an order and instructed use of LX-N channel when ordering ADSL.[8]

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[3] US WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc. Interconnection Agreement for Minnesota, Part A, Scope of Agreement, § C:

> USWC shall not reconfigure, reengineer or otherwise redeploy its network in a manner which would impair McLeod's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's Rules and Regulations. USWC agrees that all obligations undertaken pursuant to this Agreement, including, without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

[4] See 47 C.F.R. §§51.230, 51.231 & 51.232.

[5] See Section III(A)(b) & (e) of the Joint CLEC Initial Comments.

[6] See the notes in the 4th entry of Attachment Q, Joint CLEC Initial Comments, for Qwest Technician response.

[7] See Confidential Attachment P, Joint CLEC Initial Comments, PAETEC Business Analysis and Quality Assurance – ADSL EDI, from the Joint CLEC Initial Comments, provides excerpts, that are applicable to Qwest, from the McLeodUSA IT Business Analysis Requirements for ADSL EDI Ordering which identifies the default NC/NCI/SECNCI codes, which were hard wired in the McLeodUSA system, used for ordering ADSL. Also, excerpts from the IT Quality Assurance User Acceptance Test Plan for ADSL EDI provide additional documentation associated with ordering ADSL from Qwest prior to going into production.

[8] This is based on Qwest responses to McLeodUSA ordering personnel when McLeodUSA attempted to order ADSL using the LX-R NC code.

However, it should be noted that even if the LX-R channel loops had ever been available, McLeodUSA preferred practice was to order LX-N channel loops because Qwest charges a higher MRC and NRC to obtain an LX-R circuit.

After McLeodUSA brought this issue to Qwest's attention, McLeodUSA informed Qwest that it had ordered network channels using the LX-N ordering code per Qwest instructions, and that the affected McLeodUSA customers all had ADSL or SDSL service prior to the March 19, 2007, the grandparenting effective date. Qwest's response stated that the ADSL compatible UNE-L loop is no longer a supported product, and claimed that McLeodUSA should have ordered a HDSL circuit for carrying data. Qwest's response disregarded the fact that the grandparented ADSL service was ordered as LX-N per Qwest instruction since 2002. To date, Qwest has refused to fix the service issues.

Qwest's refusal to remove the ADSL and SDSL loops from the binder groups or investigate any other alternative resulted in McLeodUSA's inability to repair or restore the service for many months, and for some loyal customers, over a year.[9] Eventually, the affected customers left McLeodUSA to seek service elsewhere. In the November 2008 CMP meeting, noting a similarity to an issue Integra was attempting to address with HDSL and ADSL loops, McLeodUSA once again brought the issue to the attention of Qwest. Qwest response at the time was that the issue was not related to Integra's request,[10] and Qwest would address it separately off line.

There were meetings and correspondence between McLeodUSA and Qwest regarding this issue in December of 2008, and in January and February of 2009. Qwest appeared to acknowledge that binder groupings associated with the Remote DSLAMS installations could be the root cause. However, the parties were unable to reach consensus on how to resolve the problems. All of Qwest's proposals required either 1) disconnecting the grandparented ADSL service and losing the facilities (re-ordering new service); or 2) submitting a change order to convert the product to different services and losing commitments associated with the grandparented services in the ICA (changing the NC/NCI codes).

Qwest did agree to investigate the cause, consider our proposed alternatives, seek other alternatives, and revisit applicable McLeodUSA trouble tickets that remained unresolved. To avoid future impacts to McLeodUSA ADSL and SDSL customers, McLeodUSA would begin compiling a list of ADSL and SDSL loops that should not be included in the LX-N binder groups when employing Remote DSLAMS going forward. Also, until this was resolved, McLeodUSA would continue to bring such impacted customers to Qwest's attention.

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[9] See Attachment Q, Joint CLEC Initial Comments, for a list of examples of customers with the same type of troubles that McLeodUSA brought to Qwest's attention as of October 2008. This is not a complete list of all impacted McLeodUSA customers.

[10] Excerpt from the meeting minutes captured from the 11/19/08 Product/Process CMP Meeting:

> Julia Redman-Carter-McLeodUSA said that the (11/26/08 Comments to minutes received from Integra) circuit has been working for years and the codes in the beginning worked and now there is a repair issue. Qwest is now claiming it doesn't work because the NCI codes are wrong.and we have to reorder with the now correct NCI codes.
>
> Jamal Boudhaouia-Qwest said that we are talking about 2 different issues.
>
> Mark Coyne-Qwest said that McLeodUSA's issue doesn't fall into the description of the CR and that we have captured their concern.

See Attachment J, Joint CLEC Initial Comments, for the notices and associated meeting minutes.

On March 13, 2009, Qwest distributed a CMP Level 3 Notice to make "new/revised documentation for Loop Qualification and Raw Loop Data CLEC Job Aid V25" with a proposed effective date of April 20, 2009.[11] This notice, though it went directly to McLeodUSA's ADSL and SDSL issue, would absolve Qwest of any service responsibilities for existing and future service issues with ADSL services from all CLECs. And the only place that it would be documented that the cause for this degraded or interrupted service was due to "Remote DSL Terminal," (a Remote DSLAM) which would include the binder groups for LX-N loops. (Excerpt from Qwest Notice.)

> "Qwest is updating the description list for the Partial Loop Code field. In the Wire Center Raw Loop Data section two new codes will be returned for Wire Center Raw Loop make up. When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ADSL Loop Qualification tools, the following message may be returned:
>
> *Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.*
>
> This message indicates the existence of a Remote DSL Terminal at the cross-box serving the TN or Address you are attempting to qualify."

As did other CLECs, McLeodUSA strenuously objected to the proposed change based on our ICAs. Further, we informed Qwest that its attempt to whitewash our issue by absolving themselves of their responsibilities was unacceptable.[12] Qwest did not implement the proposed change. Despite subsequent meetings and correspondence with Qwest, Qwest has not repaired the customer's impaired or interrupted service. Nor did Qwest follow-up with McLeodUSA on what action they were taking to repair the troubles as they had previously committed to do in conversations between Julia Redman-Carter (McLeodUSA Carrier Relations Manager) and Rita Urevig (the previous Qwest Account Manager). Qwest's failure to adequately address these ADSL and SDSL service issues has resulted in the loss of McLeodUSA customers, save several that continue to work with inferior services, brought to Qwest's attention in 2007, 2008 and 2009.

---

[11] The notification and associated meeting minutes are included in Attachment J, Joint CLEC Initial Comments.

[12] McLeodUSA's concluding paragraph in our objection to Qwest Process Notification "CMP-Loop Qualification & Raw Loop Data CLEC Job Aid V25., Level 3, (Notification Number PROS.03.13.09.F.06150.LoopQualCLECJobAidV25) submitted March 13, 2009. (See Attachment J.)

> Also, as a note, PAETEC finds that Qwest's use of CMP notice(s) as a means to avoid their responsibility to work with CLEC in good faith to resolve issues is an inappropriate use of the CMP process. PAETEC brought issues (customers experiencing interrupted or impaired ADSL/SDSL services), which are directly due to Qwest's Remote DSLAM installation process, to light. This CMP notice does not constitute "good faith" on the part of Qwest.

Open CR - Detail

CR #	Title	Date Current Status	Organization	Area Impacted	Products Impacted
PC072010-1	Change in process in Minnesota for Non Loaded and ADSL Compatible Loops used to provide xDSL services	07/20/2010 Submitted	Wholesale ProdProc	Pre-Ordering, Ordering, Billing, Mntnce/Repr, Prov	Loop

Director
Originator Mohr, Bob
Owner Mohr, Bob
CRPM Lorence, Susan

Originating Company: Qwest Corporation

Description of Change

Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include:
- defined parameters for assignment of copper pairs
- assignment of the pair with the least amount of loss in the cross box
- new levels of conditioning (near and far bridge tap and remove all options)
- enhanced tests for specific types of NCI codes.

Expected Deliverables/Proposed Implementation Date is September 2010

Status History

Date	Action	Description
07/20/2010	CR Submitted	CR Submitted
07/20/2010	CR Acknowledged	CR Acknowledged

Qwest Response

None

Project Meetings

None

From: Johnson, Bonnie J.
Sent: Monday, July 26, 2010 1:13 PM
To: 'Jim Hickle'; 'New Cr, Cmp'; 'Redman-Carter, Julia'
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; kwillis@popp.com; Johnson, Bonnie J.
Subject: CR PC072010-1
Attachments: cable unloading (100809).xls

Susan,

Integra re-iterates its earlier comments, which Qwest has failed to address or satisfy. Although Qwest acknowledges that rates are outside the scope of CMP, Qwest is nonetheless implementing a new process in CMP that it admitted during the monthly CMP meeting will result in new charges. This is the same approach used by Qwest and rejected by the Arizona commission previously, when the Arizona Commission said, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1), Docket No. T-03406A-06-0257: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." The fact that Qwest will implement new rates, but refuses to discuss them, highlights the objectionable nature of Qwest's unilateral action.

The federal Act and rules require Qwest to negotiate with CLECs in good faith. It is not good faith to implement a process via CMP that requires an ICA amendment while not providing the ICA amendment to CLECs for review. Regardless of whether Qwest provides its proposed amendment in CMP or separately, please provide Qwest's proposed amendment (before any ad hoc call or other CMP activity). Please indicate whether Qwest's proposed amendment (which was referenced by Qwest in CMP) is the same as the proposed amendments that Integra and PAETEC have already rejected in negotiations and, if not, please identify any differences.

CLECs cannot meaningfully review proposed changes without knowing what rates would be associated with those changes. As previously indicated, if Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions. Enclosed is a matrix of Commission-approved line conditioning rates. Please confirm whether Qwest intends to provide any changes to its line conditioning practices at Commission-approved rates.

Qwest has not obtained agreement on an input approach as required by CMP Document Section 5.4.5.1 and should not be proceeding without that agreement. If Qwest nonetheless proceeds with its unilateral ad hoc call, please ensure that any Qwest representatives on the call are familiar with all of the written materials and discussions that have occurred to date in both of the previous CRs and associated escalations (see CR #PC082808-1IGX; CR #PC020409) and that they are familiar with the Qwest-Integra negotiations, including the written matrices and explanatory comments provided to Qwest by Integra. Mark Nickell, who presented Qwest's short paragraph at the monthly CMP meeting, was also present during negotiations with Integra. In addition, please provide in advance of the call the side-by-side comparison of each aspect of the process previously used for ADSL (including facilities assignment, the algorithm used for facilities assignment, tests conducted for provisioning and repair, NC and NCI codes used, etc.) before and after Qwest grandparented ADSL over CLEC objection, as requested by PAETEC on the CMP call and previously by Integra.

Even with this information, Qwest's proposed approach is wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution. As indicated below, timing of events, combined with the fact that Qwest's Change Request is for Minnesota only, shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket).

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Monday, July 26, 2010 12:24 PM
To: 'New Cr, Cmp'; 'Redman-Carter, Julia'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; kwillis@popp.com; 'Merz, Gregory R.'
Subject: RE: CR PC072010-1

Susan –

I still request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net
4050 Olson Memorial Hwy, Suite 100
Golden Valley, MN 55422
Virtual Phone: (763) 222-1004
Virtual Fax: (763) 444-2541
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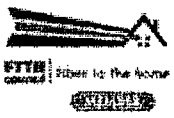

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Monday, July 26, 2010 12:02 PM
To: 'Redman-Carter, Julia'; Johnson, Bonnie J.; 'Jim Hickle'
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; Coyne, Mark; Nickell, Mark; kwillis@popp.com
Subject: RE: CR PC072010-1

Qwest is planning to hold an ad hoc meeting(s) to gain CLEC input on the proposed optional product offering associated with PC072010-1. We are currently looking at the date of August 12 with meeting notification provided by August 5. At that time, the redlined PCAT documents will be made available on the Wholesale

calendar entry along with an agenda. Qwest will not be providing rate or amendment documents as they are outside of the scope of CMP. With that in mind, a discussion of rates and/or amendments will not be a part of the CMP ad hoc meeting.

Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Redman-Carter, Julia [mailto:Julia.Redman-Carter@PAETEC.com]
Sent: Friday, July 23, 2010 12:01 PM
To: Johnson, Bonnie J.; 'Jim Hickle'; New Cr, Cmp
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; Coyne, Mark; Nickell, Mark; kwillis@popp.com
Subject: RE: CR PC072010-1

PAETEC agrees with Integra as stated below in the email from Bonnie Johnson.

Julia Redman-Carter

Julia Redman-Carter
Carrier Relations Manager
(319) 790-2250 Office
(319) 790-7901 Fax
julia.redman-carter@paetec.com

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, July 23, 2010 11:05 AM
To: 'Jim Hickle'; 'New Cr, Cmp'
Cc: Isaacs, Kimberly D.; Redman-Carter, Julia; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; Johnson, Bonnie J.
Subject: CR PC072010-1

Susan,

In response to your email yesterday, Integra and its entities (Integra) disagree with Qwest. Qwest cannot excuse a clear violation of the terms of the CMP Document by claiming it is ok because Qwest always violates it. The CMP Document states in Section 5.4.5.1 on page 45:

> Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:
>
> - Clarify the proposal with the CLECs
> - Confirm the disposition level of the Change (see below).
> - Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and **obtain agreement** for input approach
> - Confirm deadline, if change is mandated
> - Provide proposed implementation date, if applicable

See http://www.qwest.com/wholesale/cmp/ (emphasis added). This shows that it is Qwest's obligation to propose a suggested input approach. Qwest failed to do so, and clearly Qwest failed to obtain agreement.

Qwest is also in violation of CMP because Qwest said at the CMP meeting that there would be rates associated with Qwest's changes, but rates and the application of rates are outside the scope of CMP and cannot be implemented via CMP. For example, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1), Docket No. T-03406A-06-0257, the Commission said: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." If Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions.

Regarding the point raised by Jim Hickle of Velocity as to improper notice, there is support in the CMP Document for the notion that CLECs may raise issues by walk-on whereas Qwest cannot (for the simple reason that Qwest can control the timing of implementation of CLEC requests, while the reverse is not true and CLECs cannot control the timing of Qwest changes). The CMP Document refers to walk-on items as being originated by CLECs:

> "CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The <u>Originating CLEC</u> will present the CR . . ." Section 5.1.4, p. 30 (emphasis added).

Even assuming walk-ons are available to Qwest, Qwest should use judgment in, and have defensible reasons for, presenting issues as walk-ons. This is not an issue that arose suddenly so as to prevent Qwest from providing 14 calendar days notice. In fact, this issue has been through CMP twice before, and on both occasions Qwest denied CLECs' requested resolution of the issues. (See CR #PC082808-1IGX; CR #PC020409 and, e.g., the enclosed documents.) Also enclosed are two chronologies that shed further light on events related to this issue over a number of *years*. The change is a Level 4 Change Request (CR). The CMP Document states in Section 5.4.5 on page 45: "Level 4 changes are defined as changes that have **<u>a major effect</u>** on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and **<u>provide CLECs an opportunity to have input into the development of the change prior</u>** to implementation" (emphasis added). Yet, Qwest's Change Request (enclosed) is all of one paragraph long, and it simply lists topics with no information whatsoever about how Qwest's handling of these major issues will change. Qwest also provided no adequate, legitimate business reason why its Change Request is limited to Minnesota only, when Qwest's problem processes exist throughout its 14-state territory. It is impossible to provide input on something so short and ill defined.

Timing of events shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket). A Change Request properly submitted fourteen calendar days before the July 21, 2010 monthly CMP meeting would have been submitted on July 7, 2010. The day <u>after</u>, on July 8, 2010, Integra filed with the MN PUC, in the MN UNE Provisioning Docket, a Motion for Prehearing Conference in which Integra requested specifically that the first deadline to be scheduled should be for Qwest's overdue response to the Joint CLEC's 11/24/09 comments. (The MN ALJ then scheduled a prehearing conference for July 27, 2010.) The timing, combined with the fact that the Qwest CR is limited to MN-only, shows that Qwest simply threw together a wholly inadequate paragraph and walked it on during the CMP meeting to enable Qwest to argue for more delay in the docket because, according to Qwest, the issues are now being addressed in CMP. Jim Hickle of Velocity has already expressed, in his email below, his view of such tactics.

We disagree the issues are being addressed in any meaningful or proper way in CMP. As the ALJ found in the MN Qwest-Eschelon ICA Arbitration: "Eschelon has provided convincing evidence that the CMP process does not always provide CLECs with adequate protection from Qwest making important unilateral changes in the terms and conditions of interconnection." (MPUC P-5340,421/IC-06-768, Arbitrators' Report, ¶ 22). CLECs have already used CMP twice for these issues, and Qwest's Change Request serves no purpose but for Qwest to act unilaterally and cause further delay. It is no response to this to say that Qwest is claiming the changes are allegedly "optional," when the alternative is the current Qwest process which is already in violation of ICAs and federal law, as explained in detail in Joint CLECs' 11/24/09 MN comments and attachments.

Even assuming the issues go forward in CMP in this manner, Qwest has not provided any workable approach to proceeding in CMP for process and procedures that need changing throughout its territory. To the extent Qwest proposes an input approach at all in its email below (which does not meet the CMP Document requirement of presenting the proposal at a CMP Meeting), Qwest said that it is willing only to schedule "an ad hoc meeting prior to the notification and redlined documents being distributed" (emphasis added). Based on past experience, Qwest's reference to "redlined documents" refer to redlines to its own online Product Catalog (PCAT). Integra made a specific request to see Qwest's full proposals, including Qwest's proposed amendment, which Qwest ignores. At this point, CLECs have no idea if Qwest's proposed amendment referenced in by Qwest in CMP looks anything like the proposed amendments that CLECs in MN have already rejected in negotiations. CLECs cannot assess a proposal without knowing the associated proposed rates, which based on previous experience, Qwest provides not in the PCAT but in the amendment.

Qwest's email suggestion is not an "input approach," because CLECs can hardly provide input on proposed changes they have never seen. An ad hoc call, even assuming it occurs after Qwest's provides its proposed documentation, amendment, and rates, is also wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Friday, July 23, 2010 7:02 AM
To: 'New Cr, Cmp'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; gregory.merz@gpmlaw.com
Subject: RE: CR PC072010-1
Importance: High

Susan –

Thanks for the politically correct Qwest response, but I object to this type of "negotiation" tactic by Qwest. The introduction of this CR may be by the rules, but it does not pass the smell test in my mind and I believe it is not ethical and with ulterior motives. If Qwest is going to have some implementation challenges and that is why they chose to implement it in only one state on a trial basis that they choose another state because of the 1066 Docket and Investigation. This issue is important to us and I object to the way it was introduced. I feel like it was introduced under the radar without proper notification to all interested parties especially in light of the 1066 Investigation.

I formally request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net

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Virtual Phone: (763) 222-1004
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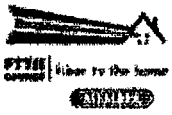

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Thursday, July 22, 2010 3:43 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com; 'cmpcr@qwest.com'; Coyne, Mark; Nickell, Mark
Subject: RE: CR PC072010-1

Bonnie,

Qwest followed the same approach as it has for other CRs. Once the originator has presented the CR, the originator asks if there are any questions. If there are none, Qwest typically relays the notice will be distributed with the proposed documentation updates.

In this instance, Mark Nickell presented the CR, took questions from the CLEC community, and relayed the redlined documents would be available soon. Mark Nickell responded to several CLEC questions in regard to the CR however no CLEC requested an ad hoc meeting to discuss this change in more detail. When Mark Coyne relayed the redlined documents would be made available via the notification, there was no disagreement on this proposal during the meeting. Qwest assumed this approach for gaining input to the change request was satisfactory. Typically, if an ad hoc meeting is required, it is requested by the CLEC community.

Qwest assumed agreement on this approach to gain input. If members of the CLEC community would prefer to have an ad hoc meeting prior to the notification and redlined documents being distributed, Qwest is certainly willing to schedule one.

Thank you,
Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Wednesday, July 21, 2010 11:57 AM
To: 'cmpcr@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com
Subject: CR PC072010-1

Mark/Qwest,

On today's CMP call, Qwest presented a Change Request (CR) that was not provided at least 14 calendar days before the meeting per CMP Document. Instead, Qwest presented the CR as a walk-on agenda item today. Per Section 5.4.5.1 of the CMP Document, when presenting any CR, Qwest must: "Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.) and obtain agreement for input approach" (emphasis added). Qwest did not propose an approach or obtain agreement.

The meetings or collaborative to provide input to Qwest's proposal will naturally be unproductive if CLECs do not have the terms upon which CLECs are to provide input. As I stated on the CMP call today, Integra will review Qwest's proposal and respond. We need to understand the proposal to provide meaningful input.

Integra and its entities (Integra) request that Qwest provide its proposed input approach to CLECs as required by Section 5.4.5.1, as well as Qwest's full proposal and proposed amendment, for CR # CR PC072010-1.

Bonnie

Bonnie Johnson | Director Carrier Relations
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Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
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Summary of Cable Unloading / Bridge Tap Removal Rates in Qwest Region

Arizona		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal			
9.2.2.4.1	Under 18,000 Feet, per Loop		$40.00	A, 7
9.2.2.4.2	Above 18,000 Feet, per Location (for Aerial and Buried)		$70.00	A, 7
9.2.2.4.3	Above 18,000 Feet, per Location (for Underground)		$400.00	A, 7
9.2.2.4.4	Above 18,000 Feet, Each Additional Coil or Tap at the Same Time & Location & Cable		$2.00	A, 7
A	Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02			
7	Qwest is reinstating the Cable Unloading/Bridge Tap Removal Charge effective 3/14/05. Qwest can t bill the current rate structure, but will bill customers the lowest rates.			

Colorado		MRC	NRC	Notes
9.2.1.7	Cable Unloading / Bridge Tap Removal			
9.2.1.7.1	First Splice Location		$85.00	7
9.2.1.7.2	Each Additional Splice Location		$50.00	7
7	Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05.			

Iowa		MRC	NRC	Notes
9.2.1.5	Unbundled Loop Grooming (2-Wire) Applies to IDLC Loops	$4.61		A
9.2.1.6	Unbundled Loop Grooming (4-Wire) Applies to IDLC Loops	$10.97		A
A	Cost Docket RPU-96-9 Effective 12/8/98			

Idaho		MRC	NRC	Notes
9.2.2.4	Loop Unloading	$9.00		A, 8
9.2.2.5	Loop Conditioning	$22.00		A, 8
A	AT&T Arbitration Docket USW-T-96-15, Order No 27738, effective September 17, 1998			
8	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest Retail DSL offering. In order to permit CLECs to provision their own xDSL Capable Loops, Qwest in now re-instituting the charge to continue Conditioning for the 2/4-Wire Unbundled Loop, ADSL Compatible Unbundled Loop, ISDN (BRI) Capable Unbundled Loop, xDSL-i Capable Unbundled Loop, Non-Commercial Line Sharing, Line Splitting, Non-Commercial Shared Distribution Loop and Loop Splitting, effective 3/14/05. Qwest can t bill the REC rate structure, but will bill customers the lower of the two rates.			

Minnesota		MRC	NRC	Notes
9.2.2.4	Cable Unloading		$ 40.00	J
J	Docket No. P-421/AM-05-713 Review of TELRIC Rates Track 1			

Montana		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$ 110.00	A, 8
A	Cost Docket D2000.6.89 Stipulated Agreement Approved in Order No. 6260b Effective 10/12/01			
8	Qwest is reinstating the Cable Unloading / Bridge Tap Removal Charge effective 3/14/05.			

Nebraska		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$815.79	10
10	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest Retail DSL offering. In order to permit CLECs to provision their own xDSL Capable Loops, Qwest in now re-instituting the charge to continue Conditioning for the 2/4-Wire Unbundled Loop, ADSL Compatible Unbundled Loop, ISDN (BRI) Capable Unbundled Loop, xDSL-Capable Unbundled Loop, Non-Commercial Line Sharing Line Splitting. Non-Commercial Shared Distribution Loop and Loop Splitting, effective 3/14/05.			

New Mexico		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$377.28	D, 9
D	Cost Docket Utility Case 3495, Phase B, effective 5/24/05			
9	The Cable Unloading / Bridge Tap Removal charge approved in Utility Case No. 3495 Phase B does not apply until further notice.			

North Dakota		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		No Charge at this Time	C
C	Cost Docket Case No. PU-2342-01-296			

Oregon		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$0.00	D
D	UT 148/UM 963 (Order No. 00-481)			

South Dakota		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$58.50	8
8	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest			

Utah		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$7.16	C, 6
C	Cost Docket 00-049-105 Effective 7/10/02			
6	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 4/15/05.			

Washington		MRC	NRC	Notes
9.2.2.4	Cable Unloading		$304.12	A, 14
9.2.2.5	Bridge Tap Removal		$147.37	A, 14
A	Generic Cost Docket, UT-960369			
14	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05. Because Qwest can t currently bill the existing rate structure, custoerms will be charge the Lower Bridge Tap Removal rate for either Cable Unloading or Bridge Tap Removal			

Wyoming		MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$615.79	A, 8
A	Ordered in Docket Number 70000-TA-01-700, effective 7/1/02.			
8	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05.			

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-24

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

History Log

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
1	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-07-02 – CLEAN – Version 1.0	02-07-02	All			Accepted changes to Master Redlined CLEC-Qwest CMP Redesign Framework
2	Master Redlined CLEC-Qwest CMP Re-design Framework - Revised 02-20-02 – CLEAN – Version 2.0	02-20-02	2.1	Types of Change	Regulatory Change	Added changes to Regulatory Changes section as agreed to at Feb 19 Redesign Meeting.
3	MasterRedlineCLEAN030702	03-11-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added language agreed to at March 7 Redesign Meeting.
4			9.0	Prioritization	N/A	Added language agreed to at March 7 Redesign Meeting.
5			9.3	Prioritization	SCRP	Added language agreed to at March 7 Redesign Meeting.
6			5.1.6	Change to Existing Interfaces	Final Interface Technical Specifications	Added language agreed to at March 7 Redesign Meeting.
7	MasterRedlineCLEAN032702	03-27-02	3.1	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
8			3.3	Change Request Initiation Process	CLEC-Qwest OSS Interface Change Request Initiation Process	Added Reasons for Denial Language
9	MasterRedlineCLEAN040802	04-08-02	1.0	Introduction and Scope		Added language agreed to at April 4 Redesign Meeting.
10			2.0	Managing The CMP		Added language agreed to at April 4 Redesign Meeting. Moved Section to 2.0 from 7.0
11			3.0	Meetings		Moved section to 3.0 from 8.0.
12			6.0	OSS Interface Release Calendar		Added language agreed to at April 4 Redesign Meeting.
13			10.0	Prioritization		Moved Appendices to end of document
14			10.2.4	Prioritization	Late Adder	Added language agreed to at April 4 Redesign Meeting.
15	MasterRedlineCLEAN041602b	04-16-02	5.4	Change Request Initiation Process	Qwest Originated Product/Process Changes	Added language agreed to at April 16 Redesign Meeting.
16	MasterRedlineCLEAN050202	05-02-02	5.1	Change Request Process	CLEC-Qwest OSS Interface Change	Added revised language agreed to at May 2. 2002 Redesign Meeting.

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
					Request Initiation Process	
17			5.5	Change Request Process	Crossover Change Requests	Added revised language agreed to at May 2. 2002 Redesign Meeting.
18			10.2.5	Prioritization	Withdrawal of Prioritized CRs	Added language agreed to at May 2. 2002 Redesign Meeting.
19			10.3	Prioritization	SCRP	Added revised language agreed to at May 2. 2002 Redesign Meeting.
20			13.0	Training	N/A	Added language agreed to at May 2. 2002 Redesign Meeting.
21	MasterRedlineCLEAN052202a	05-22-02	5.6	Change Request Process	Change Request Status Codes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
22			5.7	Change Request Process	Change Request Suffixes	Added language agreed to at May 21-22. 2002 Redesign Meeting.
23	MasterRedlineCLEAN060602	06-06-02	2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at June 5-6, 2002 Redesign Meeting.
24			5.1	Change Request Process	CR Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
25			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added language agreed to at June 5-6, 2002 Redesign Meeting.
26			5.3	Change Request Process	CLEC Product/Process Change Request Initiation Process	Added IMA Software Development Timeline agreed to at June 5-6, 2002 Redesign Meeting.
27			5.5	Change Request Process	Postponement and Arbitration of a Product/Process Change	Added language agreed to at June 5-6, 2002 Redesign Meeting.
28			5.6, 5.7, and 5.8	Change Request Process	Multiple	Renumbered based on addition of new Section 5.5
29			16.0	Exception Process		Added language agreed to at June 5-6, 2002 Redesign Meeting.
30			Definition of Terms	Definition of Terms		Added language agreed to at June 5-6, 2002 Redesign Meeting.
31			All	All	All	Cosmetic and clarifying changes agreed to at June 5-6, 2002 Redesign Meeting.
32	MasterRedlineCLEAN061802	06-18-02	2.1	Managing the Change Management	Managing the Change Management Process Document	Added language agreed to at June 17-18, 2002 Redesign Meeting.

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Process		
33			12.4	Production Support	Reporting Trouble to IT	Added language agreed to at June 17-18, 2002 Redesign Meeting.
34			12.5	Production Support	Severity Levels	Made changes at June 17-18, 2002 Redesign Meeting.
35			12.8	Production Support	Process Production Support	Added language agreed to at June 17-18, 2002 Redesign Meeting.
37	MasterRedlinedCLEAN071002	07-10-02	2.2	Managing the Change Management Process	Change Management Point of Contact (POC)	Added language agreed to at July 10, 2002 Redesign Meeting.
38			2.3	Managing the Change Management Process	Change Management Point of Contact (POC) List	Added language agreed to at July 10, 2002 Redesign Meeting.
39			17.0	Voting	n/a	Added language agreed to at July 10, 2002 Redesign Meeting.
40			All	All	All	Cosmetic and clarifying changes agreed to at July 10, 2002 Redesign Meeting.
41	MasterRedlinedCLEAN072302	07-23-02	10.0	Prioritization		Revised language agreed to at July 23, 2002 Redesign Meeting.
42			10.1	Prioritization	Test Environment Releases	Added language agreed to at July 23, 2002 Redesign Meeting.
43			All	All	All	Cosmetic and clarifying changes agreed to at July 23, 2002 Redesign Meeting.
44	MasterRedlinedCLEAN072602	07-26-02	1.0	Introduction and Scope		Revised language agreed to at July 26, 2002 Redesign Meeting.
45			2.4.4	Managing the Change Management Process	Implementation Obligations	Added language agreed to at July 26, 2002 Redesign Meeting.
46			5.6	Change Request Process	Comparability of Change Request Treatment	Added language agreed to at July 26, 2002 Redesign Meeting.
47			10.1	Prioritization	Test Environment Releases	Revised language agreed to at July 26, 2002 Redesign Meeting.
48	QwestWhslChgMgtDoc091302	09-13-02	All			Accepted all agreed to CLEAN-UP changes and additions from multiple Redesign Meetings.
49			2.1	Managing the Change Management Process	Managing the Change Management Process Document	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
50			2.4.4	Managing the	Implementation	Added language agreed to at multiple CLEAN-UP

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
51				Change Management Process	Obligations	Redesign Meetings.
52			2.4.5	Managing the Change Management Process	Adherence to this CMP	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
53			2.5	Managing the Change Management Process	Method of Communication	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
54			3.0	Meetings		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
55			5.1.2	Change Request Process	Implementation of Industry Guideline CRs	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
56			5.6	Managing the Change Management Process	Comparability of Change Request Treatment	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
57			16.2	Exception Process	Emergency Call/Meeting Notice to Discuss Exception Request	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
58			16.3	Exception Process	Notice of Exception Request Discussion and Vote at Upcoming CMP Meeting	Added language agreed to at multiple CLEAN-UP Redesign Meetings.
59	QwestWhslChgMgtDoc100902	10-09-02	18.0	Oversight Review Process		Added language agreed to at multiple CLEAN-UP Redesign Meetings.
60	QwestWhslChgMgtDoc101502	10-15-02	All			Added language agreed to at multiple CLEAN-UP Redesign Meetings.
61	QwestWhslChgMgtDoc010603	01-06-03	17.0			Added language agreed to at multiple CLEAN-UP Redesign Meetings.
62			12.0	Production Support		Added language and accepted CLEAN-UP changes and additions from 10-08-02 and 10-09-02 Redesign Meetings.
63			5.0	Change Request Process	Request for a Production Support Change	Added language proposed by AT&T and accepted by Qwest and WorldCom on 10-15-02.
			5.0	Change Request Process	Level 1 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
					Level 2 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
						Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
						Meeting
64			5.0	Change Request Process	Level 3 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
65			5.0	Change Request Process	Level 4 Process/Deliverables	Modified language as approved by unanimous CMP vote at December 18, 2002, Monthly CMP Product/Process Meeting
66	QwestWhslChgMgtDoc053003	05-30-03	8.0	Change to an Existing OSS Interface		Modified language as approved by unanimous CMP vote at May 27, 2003, Ad Hoc CMP Product/Process Meeting
67	QwestWhslChgMgtDoc061803	06-18-03	5.0	Change Request Process	Systems Change Request Origination Process	Modified language as approved by unanimous CMP vote at the June 18, 2003, CMP Product/Process Meeting
68	QwestWhslChgMgtDoc121103	12-11-03	5.1.4, 10.3.1, 10.4	Change Request Process, Prioritization	Systems Change Request Origination Process, Prioritization Review, Special Change Request Process	Modified language as approved by unanimous CMP vote at September 17, 2003, CMP Product/Process Meeting
69	QwestWhslChgMgtDoc041904	04-19-04	3.0	Change Management Process Meetings		Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.4 12.5	Production Support	Reporting Trouble to IT Severity Levels	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.7	Production Support	Notification Intervals	Added language agreed to at the January 2004 CMP Product/Process Meeting
			12.3	Production Support	Request for a Production Support Change	Added language around making a software patch or event notification or initiate a meeting to discuss the patch
70	QwestWhslChgMgtDoc022105	02-21-05	5.1.4	Change Request Process	Systems Change Request Origination Process	Added language agreed to at the December 2004 CMP Product/Process Meeting
			5.2.5	Change Request Process	Code & Test	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.0	Change to an Existing OSS Interface		Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.1	Change to an Existing OSS Interface	Draft Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.2	Change to an Existing OSS	Walk Through of Draft Interface Technical	Added language agreed to at the December 2004 CMP Product/Process Meeting

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
				Interface	Specifications	
			8.1.3	Change to an Existing OSS Interface	**CLEC Comments on Draft Interface Technical Specifications**	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.4	Change to an Existing OSS Interface	Qwest Response to CLEC Comments	Added language agreed to at the December 2004 CMP Product/Process Meeting
			8.1.5	Change to an Existing OSS Interface	Final Interface Technical Specifications	Added language agreed to at the December 2004 CMP Product/Process Meeting
			10.1	Prioritization	Test Environment Releases	Added language agreed to at the December 2004 CMP Product/Process Meeting
71	QwestWhslChgMgtDoc030305	03-03-05	Table of Contents			Modified Appendix D entry to relay most current effective date on Sample CR Form
			Appendix D	Sample Change Request Form – As Of 03/03/05		Updated Appendix D – Sample Change Request Form with most current approved document as agreed to in January 2005 CMP Product/Process Meeting
72	QwestWhslChgMgtDoc032805	03-28-05	3.0	Change Management Process Meetings		Added language agreed to at the March 2005 CMP Product/Process Meeting
73	QwestWhslChgMgtDoc091305	09-13-05	11.0	Application-to-Application Interface Testing		Remove reference to interoperability testing environment.
			Definition of Terms	Definition of Terms	Design, Development, Notification, Testing, Implementation and Disposition	Remove reference to interoperability testing environment in both the Term and Definition portion.
74	QwestWhslChgMgtDoc110805	11-08-05	5.8	Change Request Process	Change Request Status Codes	Modified wording on when a CR is moved to CLEC test (See CR 072705-1CM)
75	QwestWhslChgMgtDoc013006	01-30-06	14.2	Escalation Process	Cycle	Added language to change the Escalation Process when a meeting is held to discuss the escalation. Qwest will also respond to the originating CLEC and copy the participating CLECs with the binding position via email.
76	QwestWhslChgMgtDoc091906	091906	12.9	Production Support	Communications	Modified language to eliminate duplicate work associated to Event Notification.
77	QwestWhslChgMgtDoc103006	103006	3.0	Change Management Process Meetings	Qwest Wholesale CMP Web Site	Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
78			4.0	Types of Change	Industry Guideline Change	Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
79			8.0	Change to an Existing OSS Interface		Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
80			8.0	Change to an Existing OSS Interface	Release Documentation Addenda	Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
81			Appendix B	Sample – IMA11.00 Initial Prioritization Form		Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
82			Appendix D	Sample Change Request Form		Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
83			Definition of Terms			Modified language agreed to at the October 2006 CMP Product/Process Meeting (IMA XML Related updates)
84	QwestWhslChgMgtDoc012907	012907	Appendix D	Sample Change Request Form		Modified language agreed to at the January 2007 CMP Product/Process Meeting (CR Form update to remove HEET and RPD)
85	QwestWhslChgMgtDoc030507	030507	12.8, 12.8.1, 12.8.2, 12.8.3, 12.8.4	Process Production Support		Modified language agreed to at the February 2007 CMP Product/Process Meeting (CR to remove Tier 0 – ISC Help Desk references)
86	QwestWhslChgMgtDoc072007	072007	3.0 and 3.2	Change Management Process Meetings	Meeting Minutes for Change Management Process Meetings	Modified language agreed to at the July 2007 CMP Product/Process Meeting (CR – Provide Meeting minutes associated with Special Ad Hoc meetings in conjunction with Section 5)
87			5.1.4 and 5.3	Change Request Process	Systems Change Request Origination Process and CLEC Originated Product/ Process Change Request Process	Modified language agreed to at the July 2007 CMP Product/Process Meeting (CR – Provide Meeting minutes associated with Special Ad Hoc meetings in conjunction with Section 5)
88			14.2	Escalation Process	Cycle	Modified language agreed to at the July 2007 CMP Product/Process Meeting (CR – Provide Meeting minutes associated with Special Ad Hoc meetings in conjunction with Section 5)
89	QwestWhslChgMgtDoc072309	072309	2.5	Managing the Change Management Process	Method of Communication	Modified language agreed to at the July 2009 CMP Product/Process Meeting (CR – Increased clarity in Qwest initiated proposed documentation changes, including avoiding overlapping notices and modifying

Line #	Version - Filename	Effective Date	Change			
			Section #	Section Name	Subsection Name	Update Activity
						notices if an overlapping change is unavoidable)
90	QwestWhslChgMgtDoc072309	072309	5.8	Change Request Process	Change Request Status Codes	Modified language agreed to at the July 2009 CMP Product/Process Meeting (CR - Update Section 5.8 of the CMP Document to add a new CR status of "Crossover")
91	QwestWhslChgMgtDoc122209	122209	12.8 and 12.9	Process Production Support and Communications		Modified language agreed to on December 1, 2009 in CMP Ad hoc meeting (CR - Modify CMP document section 12.8 to combine current Tier 1 and 2)

Qwest Wholesale Change Management Process Document -

CHANGE MANAGEMENT PROCESS (CMP) FOR LOCAL SERVICES

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CHANGE MANAGEMENT PROCESS (CMP)

1.0 INTRODUCTION AND SCOPE

This document defines the processes for change management of Operations Support Systems (OSS) Interfaces, products and processes (including manual) as described below. CMP provides a means to address changes that support or affect pre-ordering, ordering/provisioning, maintenance/repair and billing capabilities and associated documentation and production support issues for local services (local exchange services) provided by Competitive Local Exchange Carriers (CLECs) to their end users. This CMP is applicable to Qwest's 14 state in-region serving territory.

This CMP is managed by CLEC and Qwest Points of Contact (POCs) each having distinct roles and responsibilities. The CLECs and Qwest will hold regular meetings to exchange information about the status of existing changes, the need for new changes, what changes Qwest is proposing, how the process is working, etc. The process also allows for escalation to resolve disputes, if necessary.

Qwest will track changes to OSS Interfaces, products and processes. This CMP includes the identification of changes and encompasses, as applicable, Design, Development, Notification, Testing, Implementation, Disposition of changes, etc. (See Change Request Status Codes, Section 5.8). Qwest will process any such changes in accordance with this CMP.

In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement.

This CMP is dynamic in nature and, as such, is managed through the regularly scheduled meetings. The parties agree to act in Good Faith in exercising their rights and performing their obligations pursuant to this CMP. This document may be revised through the procedures described in Section 2.0.

Any opinions expressed at the CMP meetings by representatives of government agencies such as state Public Utilities Commissions (PUC), Federal Communications Commission (FCC), and the Department of Justice (DOJ) do not bind such government agencies.

Throughout this CMP document, terms such as "agreement" or "consensus" are used to identify instances when participants attempt to informally arrive at a unanimous decision by the CMP group at a noticed CMP Meeting. At any time, when the parties cannot informally reach a decision, the parties may continue to work together to reach resolution or conduct a vote in accordance with Section 17.0.

2.0 MANAGING THE CHANGE MANAGEMENT PROCESS

2.1 Managing the Change Management Process Document

Proposed modifications to this CMP framework shall be originated by a change request submitted by CLEC or Qwest in accordance with Section 5.0. Acceptance of such changes will be discussed at a regularly scheduled Monthly CMP Product/Process Meeting.

The originator of the change will send proposed redlined language and the reasons for the request with the change request at least fourteen (14) days in advance of the Monthly CMP Product/Process Meeting. The request originator will present the proposal to the CMP participants. The parties will develop a process for input into the proposed change including when the vote will be taken. Incorporating a change into this CMP requires unanimous agreement using the Voting Process, as described in Section 17.0. Each CMP change request will be assigned a CR number that contains a suffix of "CM" and will be included in the Monthly CMP Product/Process Meeting distribution package. The CMP change request and redlined language will be included in the Monthly CMP Product/Process Meeting distribution package and the CMP change request will be identified as a proposed change to the CMP framework on the agenda. The requested change will be reviewed at a Monthly CMP Product/Process Meeting and voted on no earlier than the following CMP Product/Process meeting. The agenda for the Monthly CMP Product/Process Meeting, at which the vote will be taken, will indicate that a vote will be taken.

There will be a standing agenda item for each monthly CMP Meeting for discussion about issues relating to the operation and effectiveness of CMP. This discussion is intended to be open and receptive to all input with the goal of constantly evaluating and improving this CMP.

2.2 Change Management Point-of-Contact (POC)

Qwest and each CLEC will designate primary, secondary, and, if desired, tertiary change management POC(s), who will serve as the official designees for matters regarding this CMP. CLECs and Qwest will exchange primary, secondary and tertiary POC information including items such as:

- Name
- Title
- Company
- Telephone number
- E-mail address
- Fax number
- Cell phone/Pager number
- POC designation (e.g., primary, secondary, or tertiary)

2.3 Change Management POC List

Primary, secondary and tertiary CLEC and Qwest POCs will be included in the Qwest maintained POC list. It is the CLEC POC's responsibility to notify Qwest of any POC changes at http://www.qwest.com/wholesale/cmp/ppform.html. If Qwest makes a Primary POC change it will follow the process as described in Section 5.4.3. The list will be posted on the Qwest CMP Web site and may include other contacts.

2.4 Qwest CMP Responsibilities

2.4.1 CMP Manager

The Qwest CMP Manager is the Qwest Product/Process POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Product/Process Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline.

The Qwest CMP Manager is the Qwest Systems POC and is responsible for properly processing submitted CRs, conducting the Monthly CMP Systems Meeting, assembling and distributing the meeting distribution package, and ensuring minutes are written and distributed in accordance with the agreed-upon timeline. The CMP Manager also distributes the list of CRs eligible for prioritization to Qwest and the CLECs for ranking, tabulates the rankings, and forwards the resulting prioritization of the CRs to Qwest and the CLECs. In addition, the CMP Manager is responsible for coordinating the publication of the Qwest OSS Interface Release Calendar, as described in Section 6.0.

2.4.2 Change Request Project Manager (CRPM)

The Qwest CRPM manages CRs throughout the CMP CR lifecycle. The CRPM is responsible for obtaining a clear understanding of exactly what deliverables the CR originator requires to close the CR, arranging the CR clarification meetings and coordinating necessary Subject Matter Experts (SMEs) from within Qwest to respond to the CR, and coordinating the participation of the necessary SMEs in the discussions with the CLECs.

2.4.3 Escalation/Dispute Resolution Manager

The Escalation/Dispute Resolution Manager is responsible for managing escalations, disputes and postponements in accordance with the CMP Escalation, Dispute Resolution and Postponement Processes. (See Sections 14.0, 15.0 and 5.5)

2.4.4 Implementation Obligations

When Qwest commits to make a change pursuant to CMP, Qwest will review and revise internal and external documentation, as needed, to ensure that the change is appropriately reflected. Qwest will conduct training to communicate the changes to all appropriate Qwest personnel so that they are made aware of relevant changes. If Sections 5.0, 7.0, 8.0 or 9.0 require notification of the change, such notification will be provided in accordance with that section and will include references to external Qwest documentation that will be modified to reflect the

change, if applicable. All of the forgoing activities will take place by the implementation date of the change.

2.4.5 Adherence to this CMP

As a general rule, if a CLEC indicates that Qwest is not following this CMP, and Qwest agrees, Qwest will correct the situation by following the process. If Qwest has failed to follow this CMP for a particular change, and is not able to withdraw the change and follow the applicable process, then Qwest and CLECs must unanimously agree on a different manner to correct the situation. If Qwest and the CLECs attempt to, but do not agree that a process was not followed or cannot agree on a manner to correct the situation, any CLEC may pursue any appropriate process available in this CMP (e.g., production support, escalation, dispute resolution, oversight committee).

2.5 Method of Communication

The method of communication is e-mail with supporting information posted to the Web site when applicable (see Section 3.3 Qwest Wholesale CMP Web Site). Communications sent by e-mail resulting from CMP will include in the subject line "CMP". E-mail communications regarding document changes will include direct Web site links to the related documentation. All Notifications are sent as "mailouts" and are distributed to all those who subscribe to such notifications at http://www.qwest.com/wholesale/notices/cnla/maillist.html.

Redlined PCATs and Technical Publications associated with product, process, and systems changes will be posted to the Qwest CMP Document Review Web site, http://www.qwest.com/wholesale/cmp/review.html. Qwest will make every effort to avoid initiating a proposed change to a PCAT or Technical Publication when there is a previous proposed change to the same document that is not yet effective. If Qwest does issue an overlapping change (e.g., due to a mandatory change with a deadline, time sensitive matter, or other critical or urgent business need) to the same document before the effective date of the previous proposed change (with the result being a redlined document that does not reflect the previous changes not yet effective), Qwest will identify in the notice of the subsequent change the existence of the pending proposed changes. The Qwest notice of additional changes will contain a section entitled "Pending Changes Not Effective." In that section, Qwest will include both (1) the notice number(s) for any proposed change to the same document (e.g., the same PCAT or Technical Publication) that is not yet effective; and (2) a link to the Document Review Web site. For the duration of the agreed upon comment period as specified in this CMP, CLECs may submit comments on the proposed documentation change. At the Qwest CMP Document Review Web site, CLECs may submit their comments on a specific document by selecting the "Submit Comments" link associated with the document. The "Submit Comments" link will take CLECs to an HTML comment template. If for any reason the "Submit" button on the site does not function properly, CLECs may submit comments to cmpcomm@qwest.com. After the conclusion of the applicable CLEC comment period, Qwest will aggregate all CLEC comments with Qwest responses and distribute to all CLECs via Notification e-mail within the applicable period.

In some instances, a CLEC or Qwest may wish to include proprietary information in a CR. To do this the CLEC or Qwest must identify the proprietary information with bracketed text, in all capitals, preceded and followed by the words "PROPRIETARY BEGIN" and "PROPRIETARY END," respectively. Qwest will blackout properly formatted proprietary information when the CR is posted to the CR Database and distributed in the CMP Monthly Meeting distribution packet.

If a CLEC or Qwest wishes to ask a question, submit a comment, or provide information that is of a proprietary nature, the CLEC or Qwest must communicate directly with the CMP Manager via e-mail, cmpcr@qwest.com. Such e-mails must have a subject line beginning with PROPRIETARY.

This CMP contains references to required notifications. Such references typically identify specific information that must be included in such notifications. Such information is not an exclusive list. Qwest will use reasonable efforts to include such other information in its possession that may be useful in aiding CLECs to understand the scope and purpose of the notification.

2.6 CMP Relationship with Management of Performance Indicator Definitions (PIDs)

Qwest Performance Indicator Definitions (PIDs) have been established through collaboration among Qwest, CLECs and state public utilities commissions in a forum known as the Regional Oversight Committee Technical Advisory Group (ROC TAG). This activity was performed in order to test Qwest's performance in connection with Qwest's application to obtain approval under Section 271 of the Telecommunications Act of 1996. The parties anticipate that the ROC TAG (or similar industry group separate from the CMP body) will continue in some form after approval of Qwest's Section 271 application. The parties expect that this industry group will be responsible for change management of the Qwest PIDs (the "PID Administration Group").

The parties acknowledge that the operation of PIDs may be impacted by changes to Qwest OSS Interfaces, products or processes that are within the scope of CMP. Conversely, Qwest OSS Interfaces, products or processes may be impacted by changes to, or the operation of, PIDs that are within the scope of the PID Administration Group. As a result, efficient operation of this CMP requires communication and coordination, including the establishment of processes, between the PID Administration Group and the CMP body.

The parties recognize that if an issue results from CMP that relates to the PIDs (e.g., Qwest denies a CR with reference to PIDs, discussion of PID administration is needed in order to implement a CR, etc.), any party to this CMP may take the issue to the PID Administration Group for discussion and resolution as appropriate under the procedures for that Group. At the time any party brings such an issue to the PID Administration Group, such party shall notify Qwest and Qwest will distribute an e-mail notification to the CMP body. Qwest shall also distribute to the CMP body all correspondence with the PID Administration Group relating to the issue at the time such correspondence is exchanged with the PID Administration Group (if Qwest is not copied on such correspondence, the involved CLEC will forward such correspondence to Qwest for distribution to the CMP body). Qwest or an interested CLEC will

bring any resolution or recommendation from the PID Administration Group relating to such issues to the CMP body for consideration in resolving related CMP issues.

It is possible that the PID Administration Group will identify issues that relate to CMP. In that case, the CMP body would expect the PID Administration Group (or a party from that group) to bring such issues to the CMP body for resolution or a recommendation. Such issues may be raised in the form of a CR, but may be raised in a different manner if appropriate. Qwest or an interested CLEC will return to the PID Administration Group any resolution or recommendation from the CMP body on such issues. Qwest and CLECs participating in the PID Administration Group agree that they will propose, develop, and adopt processes for the PID Administration Group that will enable the coordination called for in this Section. One such process may include joint meetings, on an as needed basis, of the PID Administration Group and the CMP body to address issues that affect both groups.

3.0 CHANGE MANAGEMENT PROCESS MEETINGS

Change Management Process meetings will be conducted on a regularly scheduled basis. The CMP Product/Process and Systems Meetings will be conducted on the same day of each month or on at least two (2) consecutive days on a monthly basis, unless other arrangements are agreed upon by the CLECs and Qwest. Meeting participants can choose to attend meetings in person or participate by conference call.

Meetings are held to review, manage the implementation of Product/Process and System changes, and address Change Requests. Qwest will review the status of all applicable Change Requests. The meeting may also include discussions of Qwest's OSS Interface Release Calendar.

CLEC's request for additional agenda items and associated materials must be submitted to Qwest at least five (5) business days by noon (MT) in advance of the meeting. Qwest is responsible for distributing the agenda and associated meeting materials and will be responsible for preparing, maintaining, and distributing meeting minutes. Attendees with any walk-on items should bring hard copy materials of the walk-on items to the meeting and should, at least two (2) hours prior to the meeting, provide copies of such materials electronically (soft copy) to the CMP Manager, cmpcr@qwest.com, for distribution to all parties.

All attendees, whether in person or by phone, must identify themselves and the company they represent.

Additional meetings may be held at the request of Qwest or any CLEC. Meeting notification must contain an agenda plus any supporting meeting materials. Notification for these meetings will be distributed at least five (5) business days prior to their occurrence. Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP as further described in Section 3.2.

3.1 Meeting Materials (Distribution Package) for Monthly Change Management Process Meetings

Meeting materials will include the following information:

- Meeting Logistics
- Minutes from previous meeting
- Agenda
- Change Requests and responses, as applicable
  - New/Active
  - Updated
- Issues, Action Items Log and associated statuses
- Release Summary, as applicable
- OSS Interface Release Calendar, as described in Section 6.0
- Date TBD Trouble Tickets, as described in Section 12.3
- Any other material to be discussed

Qwest will provide Meeting Materials (distribution package) electronically, by noon (MT), three (3) business days prior to the Monthly CMP Meeting. In addition, Qwest will provide hard copies of the distribution package at the Monthly CMP Meeting.

3.2 Meeting Minutes for Change Management Process Meetings

Qwest will record and distribute meeting minutes for all Change Management Process meetings, unless otherwise noted in this CMP.

Qwest will summarize discussions in meeting minutes and include any revised documents such as issues, action items and statuses. Minutes will be distributed to meeting participants for comments or revisions no later than five (5) business days by noon (MT) after the meeting. CLEC comments will be provided by noon (MT) two (2) business days after receiving draft minutes to the Qwest CMP Manager, cmpcr@qwest.com. Revised minutes, if CLEC comments are received, will be posted to the CMP Web site within nine (9) business days by noon (MT) after the meeting.

To the extent that informal conversations occur between Qwest and a CLEC(s) that do not fall within the meetings described in this CMP, Qwest is not required to record and distribute meeting minutes.

3.3 Qwest Wholesale CMP Web Site

To facilitate access to CMP documentation, Qwest will maintain CMP information on its Web site. The Web site should be easy to use and will be updated in a timely manner. The Web site will be a well organized central repository for CLEC notifications and CMP documentation. Active documentation, including meeting materials (distribution package), will be maintained on the Web site. Change Requests and notifications will be identified in accordance with the agreed upon naming conventions to facilitate ease of identification. Qwest will maintain closed and old versions of documents on the Web site's Archive page for 18 months before storing off line. Information that has been removed from the Web site can be obtained by contacting the Qwest CMP Manager, cmpcr@qwest.com. At a minimum, the CMP Web site will include:

- Current version of the Qwest Wholesale Change Management Process Document
- OSS Interface Release Calendar
- OSS Interface hours of availability
- Links to related Web sites, such as IMA, CEMR, Document Review and Notifications
- Change Request Form and instructions to complete form
- Submitted and open Change Requests and the status of each, including written responses to CLEC inquiries
- Meeting (formal and informal) information for Monthly CMP Meetings and interim meetings or conference calls, including descriptions of meetings and participants, agendas, minutes, sign-up forms, and schedules, if applicable
- Interactive CR Report
- Meeting materials (distribution package)
- CLEC Notifications and associated requirements

- Directory to CLEC Notifications for the month
- Business rules, SATE test case scenarios Technical Specifications, and user guides will be provided via links on the CMP Web site
- Contact information for the CMP POC list, including CLEC, Qwest and other participants (with participant consent to publish contact information on Web page)
- Redlined PCAT and Technical Publications - see Section 2.5
- Instructions for receiving CMP communications – see Section 2.5

4.0 TYPES OF CHANGE

A Change Request must be within the scope of CMP and will fall into one of the following classifications. Types of Changes apply to Systems and Product/Process.

4.1 Regulatory Change

A Regulatory Change is mandated by regulatory or legal entities, such as the Federal Communications Commission (FCC), a state commission/authority, or state and federal courts. Regulatory changes are not voluntary but are requisite to comply with newly passed legislation, regulatory requirements, or court rulings. Either the CLEC or Qwest may originate the Change Request.

4.2 Industry Guideline Change

An Industry Guideline Change implements Industry Guidelines. Either Qwest or the CLEC may originate the Change Request and these changes are subject to the same processes under this CMP as Qwest and CLEC Originated Changes. These industry guidelines are defined by:

- Alliance for Telecommunications Industry Solutions (ATIS) sponsored
- Ordering and Billing Forum (OBF)
- Local Service Ordering and Provisioning Committee (LSOP)
- Telecommunications Industry Forum (TCIF)
- Electronic Commerce Inter-exchange Committee (ECIC)
- Electronic Data Interchange Committee (EDI)
- Extensible Markup Language (XML)
- American National Standards Institute (ANSI)

4.3 Qwest Originated Change

A Qwest Originated Change is originated by Qwest and does not fall within the changes listed above.

4.4 CLEC Originated Change

A CLEC Originated Change is originated by the CLEC and does not fall within the changes listed above.

5.0 CHANGE REQUEST PROCESS

5.1 CLEC-Qwest OSS Interface Change Request Process

A CLEC or Qwest seeking to change an existing OSS Interface, to establish a new OSS Interface, or to retire an existing OSS Interface must submit a Change Request (CR). A Change Request originator will complete and e-mail a completed Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com, in accordance with the instructions set forth in the Qwest Wholesale CMP Web site located at the following URL: http://www.qwest.com/wholesale/cmp/index.html.

The CR Process supports Regulatory, Industry Guideline, CLEC originated and Qwest originated changes. The process for Regulatory changes will be managed as described in Section 5.1.1, Section 5.1.2 and Section 5.1.3.

5.1.1 Regulatory Change Request

Qwest or any CLEC may submit Regulatory CRs. The party submitting a Regulatory CR must also include sufficient information to justify the CR being treated as a Regulatory CR in the Description of Change section of the CR Form. Such information must include specific references to regulatory or court orders or legislation as well as dates, docket or case numbers, page or paragraph numbers and the mandatory or recommended implementation dates, if any. All Regulatory CRs initially must be submitted as systems CRs, including when the Regulatory CR clearly is for a product/process change, and will be introduced at the Monthly CMP Systems Meeting. If the Regulatory CR originator seeks to establish that the CR should be implemented by a manual process, the originator must so indicate on the CR Form and include as much information supporting the application of the exception as practicable.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web site and identify when comments are due and when a vote is to be taken, as described below. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

Not later than eight (8) business days prior to the Monthly CMP Systems Meeting, any party objecting to the classification of such CR as Regulatory must submit a statement to the CMP Manager, cmpcr@qwest.com, documenting reasons why the objecting party does not agree that the CR should be classified as a Regulatory change. Regulatory CRs may not be presented as walk-on items.

If Qwest or any CLEC has objected to the classification of a CR as Regulatory, that CR will be discussed at the next Monthly CMP Systems Meeting. At that meeting, Qwest and the CLECs will conduct a vote under Section 17.0 to determine whether there is unanimous agreement that the CR is a Regulatory change. If Qwest or any CLEC does not agree that the CR is Regulatory, the CR will be treated as a non-Regulatory CR and prioritized, if applicable, with the CLEC originated and Qwest originated CRs, unless and until the CR is declared to be Regulatory through the Dispute Resolution Process. (See Section 15.0) Final determination of CR type will be made by the CLEC and Qwest POCs at that Monthly CMP Systems Meeting, and documented in the meeting minutes.

5.1.2 Implementation of Regulatory CRs

As a general rule, a Regulatory Change will be implemented by mechanization unless all parties agree otherwise, as described below.

For each Regulatory CR, Qwest will provide a cost analysis for both a manual and a mechanized solution. The cost analyses will include a description of the work to be performed and any underlying estimates that Qwest has performed associated with those costs. Qwest will also provide an estimated Level of Effort expressed in terms of person hours required for the mechanized solution. The cost analyses will be based on factors considered by Qwest, which may include volume, number of CLECs, technical feasibility, parity with retail, or effectiveness/ feasibility of a manual process.

The Regulatory CR will be implemented by a manual solution if there is a Majority vote, as described in Section 17.0, at the Monthly CMP Systems Meeting in favor of one of the following exceptions.

A. The mechanized solution is not technically feasible.

or

B. There is a significant difference in the costs for the manual and mechanized solutions. Cost estimates will allow for direct comparisons between solutions using comparable methodologies and time periods.

Any party that desires to present information to establish an exception may do so at the Monthly Systems CMP Meeting when the implementation plan is presented.

Once a Regulatory CR has been agreed upon to be implemented by a manual solution, the CR will be, from that point forward, tracked as a product/process CR through the Monthly CMP Product/Process Meetings. (See Section 5.7)

If Qwest is unable to fully implement a mechanized solution in the first Release that occurs after the CMP participants agree that a change is a Regulatory CR, Qwest's implementation plan for the mechanized solution may include the short-term implementation of a manual work-around until the mechanized solution can be implemented. In that situation, a single systems Regulatory CR will be used for the implementation of both the manual and mechanized changes. Qwest will continue to work that Regulatory CR until the mechanized solution is implemented.

If a Regulatory CR is implemented by a manual process and later it is determined that a change in circumstance warrants a mechanized solution, Qwest or any CLEC may submit a new systems CR which must include evidence of the change in circumstance, such as an estimated volume increase or changes in technical feasibility, and the number of the CR that was implemented using a manual process. The CR originator may request that the new CR be treated as a Regulatory CR. If Qwest or any CLEC does not agree to treat the new CR as a Regulatory CR, it will be treated as a Qwest or CLEC originated change.

Any party that disagrees with the majority decision regarding Exceptions A and B may initiate the Dispute Resolution Process. (See Section 15.0)

5.1.3 Industry Guideline Change Request

Industry Guideline CRs will be submitted as Systems CRs, but if it is determined they should be implemented as a Product/Process change, the CR will follow the Crossover process as documented in Section 5.7. The party submitting the Industry Guideline CR must identify on the CR Form that the CR should be designated an Industry Guideline CR and identify the industry forum that recommended that change. The party submitting an Industry Guideline CR must also include sufficient information to justify the CR being treated as an Industry Guideline CR in the Description of Change section of the CR Form. Such information must include specific references to the industry forum issue or recommendation and the recommended implementation date, if any.

5.1.4 Systems Change Request Origination Process

If a CLEC or Qwest wants Qwest to change, introduce or retire an OSS Interface, the originator will e-mail a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR, the Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary.

Once the CR is complete:

- The Qwest CMP Manager will assign a CR Number, and log the CR into the CMP database
- The Qwest CMP Manager sends acknowledgement of receipt to the CR originator and updates the CMP database.

Within two (2) days after acknowledgement:

- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR.
- The Qwest CMP Manager posts the valid CR to the CMP Web site via Qwest's interactive report. The report will contain the CR details, originator identity, assigned CRPM, assigned CR Number and, when practicable, the designated Qwest SME and associated Director.
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originating CLEC
  - Assigned CRPM contact information
  - Assigned CR number
  - Designated Qwest SMEs and associated director(s)
  - Status of the CR (e.g., Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the CR originator and Qwest's SME(s). If the originator is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest may not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to

participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the originator will review the submitted CR, validate the intent of the originator's CR, clarify all aspects, identify all questions to be answered, and determine deliverables Qwest must produce in order to close the CR. The originator should provide, in the CR, as much detail as possible. After the clarification meeting has been held, the CRPM will document and post meeting minutes within five (5) business days and notify the CR originator and attendees of their availability.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Systems Meeting will be presented at that Monthly CMP Systems Meeting for clarification from all CLECs participating in the Monthly CMP Systems Meeting.

At the Monthly CMP Systems Meeting, the originator will present the CR and provide any business reasons for the CR. Items or issues identified during the previously held clarification meeting will be relayed. CLECs participating in the Monthly CMP Systems Meeting will be given the opportunity to comment on the CR and provide additional clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR.

CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR and participating CLECs will be allowed to provide comments to the CR. Qwest will provide a status of the CR.

Qwest will develop a draft response based on the CR discussion at the Monthly CMP Systems Meeting. Prior to the next scheduled Monthly CMP Systems Meeting the CRPM will post responses to systems CRs to the CMP database. The response will be made available via the interactive reports and the distribution package for the Monthly CMP Systems Meeting. Qwest will conduct a walk through of the response and participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response. Qwest's Responses will be either:

- "Accepted" (Qwest will implement the request) with position stated, or
- "Denied" (Qwest will not implement the request) with basis for the denial and a detailed explanation, including reference to substantiating material. OSS Interface Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both

- The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. The Special Change Request Process (SCRP) (Section 10.4) may be invoked if a CR was denied as economically not feasible.

Based on the comments received from the Monthly CMP Systems Meeting, Qwest may revise its response and issue a revised draft response at the next Monthly CMP Systems Meeting.

If any CLEC does not accept Qwest's response, any CLEC may elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (Sections 14.0 and 15.0) If the Originator does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR Escalation upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. The CR will be assigned an escalation suffix and remain an active CR. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If any CLEC does not accept Qwest's response and does not intend to escalate or dispute at the present time, it may request Qwest to status the CR as 'Deferred.' The CR will remain as Deferred and any CLEC may re-activate the CR at a later date.

NOTE: For system CRs associated with Billing, CRs will likely be prioritized for a specific set of Qwest billing system implementation dates (referred in this document as a "Release" or "release") versus one specific release with a single implementation date which is the case for IMA and CEMR/MEDIACC. In the context of Billing prioritization and/or packaging, when "release" is referred to, the reference is to a specific set of billing system implementation dates.

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate the presentation of all CRs eligible for Prioritization. In order for a CR to be eligible for prioritization in the upcoming release, it must be presented at least one (1) month prior to the Prioritization Review meeting in accordance with Section 10.3.1. At this meeting Qwest will provide a high level estimate of the Level of Effort of each CR and the estimated total capacity of the Release. This estimate will be an estimate of the number of person hours required to incorporate the CR into the Release. Ranking will proceed, as described in Section 10.0, Prioritization. The results of the ranking will produce an Initial Prioritization List.

Pursuant to this CMP, Qwest may develop a temporary manual solution to a mechanized change identified in an active systems CR. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix. Qwest will process this "MN" CR as a systems CR through its entire life cycle. During this time the original systems CR will remain open and follow the appropriate systems CR process. The temporary manual solution will remain available at least until closure of the associated systems CR. If possible, all or part of the temporary manual solution can be reintroduced in Production Support if a manual workaround is required. A new CR is not required to revert to the temporary manual solution.

5.2 CLEC-Qwest OSS Interface Change Request Lifecycle

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release, in accordance with Section 10.3.5. Based on the Initial Prioritization List, Qwest will begin its development cycle that includes the milestones listed below.

5.2.1 Business and Systems Requirements

Qwest engineers define the business and functional specifications during this phase. The specifications are completed on a per candidate basis in priority order. During business and system requirements, any candidates which have affinities and may be more efficiently implemented together will be discussed. Candidates with affinities are defined as candidates with similarities in functions or software components. Qwest will present, at the Monthly CMP Systems Meeting, any complexities, changes in candidate size, or other concerns that may arise during business or system requirements, which would impact the implementation of the candidate.

During the business and systems requirement efforts, CRs may be modified or new CRs may be generated (by CLECs or Qwest), with a request that the new or modified CRs be considered for addition to the Initial Prioritization List (late added CRs). If there is a unanimous votes (see Section 17.0) to consider the late added CRs for addition to the Initial Prioritization List, Qwest will size the CR's requirements work effort. If the requirements work effort for the late added CRs can be completed by the end of system requirements, the candidate list and the new CRs will be prioritized by CLECs in accordance with the agreed upon Ranking of Later Added CR process (see Section 10.3.4). If the requirements work effort for the late added CRs cannot be completed by the end of system requirements, the CR will not be eligible for the Release and will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release. If packaging has already been presented as described in 5.2.2, any party seeking to submit a late-added CR must follow the Exception process.

5.2.2 Packaging

At the conclusion of system requirements, Qwest will present packaging option(s) for implementing the release candidates, including a package of only the prioritized candidates in order. Packaging options are defined as different combinations of candidates proposed for continuing through the next stage of development. Packaging options may not exist for the Release; *i.e.*, there may only be one straightforward set of candidates to continue working through the next stage of development. Options may be identified due to:

- affinities in candidates
- resource constraints which prevent some candidates from being implemented but allow others to be completed

Qwest will provide an updated estimate of the Level of Effort for each CR and the estimated total capacity of the Release. If more than one option is presented, a vote will be held within two (2) days after the meeting on the options. The packaging option with the largest number of votes will continue through the design phase of the development cycle.

5.2.3 Design

Qwest engineers define the architectural and code changes required to complete the work associated with each candidate. The design work is completed on the candidates, which have been packaged.

5.2.4 Commitment

After design, Qwest will present a commitment list of CRs that can be implemented. Qwest will provide an updated Level of Effort for each CR and the estimated total capacity of the Release. These candidates become the committed candidates for the Release.

5.2.5 Code & Test

Qwest engineers will perform the coding and testing required by Qwest to complete the work associated with the committed candidates. The code is developed and baselined before being delivered to system test. A system test plan (system test cases, costs, schedule, test environment, test data, etc.) is completed. The system is tested for meeting business and system requirements, certification is completed on the system readiness for production, and pre-final documentation is reviewed and baselined. If, in the course of the code and test effort, Qwest determines that it cannot complete the work required to include a candidate in the planned Release, Qwest will discuss options with the CLECs in the next Monthly CMP Systems Meeting. Options can include either the removal of that candidate from the list or a postponement in the implementation date to incorporate that candidate. If the candidate is removed from the list, Qwest will also advise the CLECs whether or not the candidate could become a candidate for the next Point Release, with appropriate disclosure as part of the current Major Release of the OSS Interface. Alternatively, the candidate will be returned to the pool of CRs that are available for prioritization in the next OSS Interface Release.

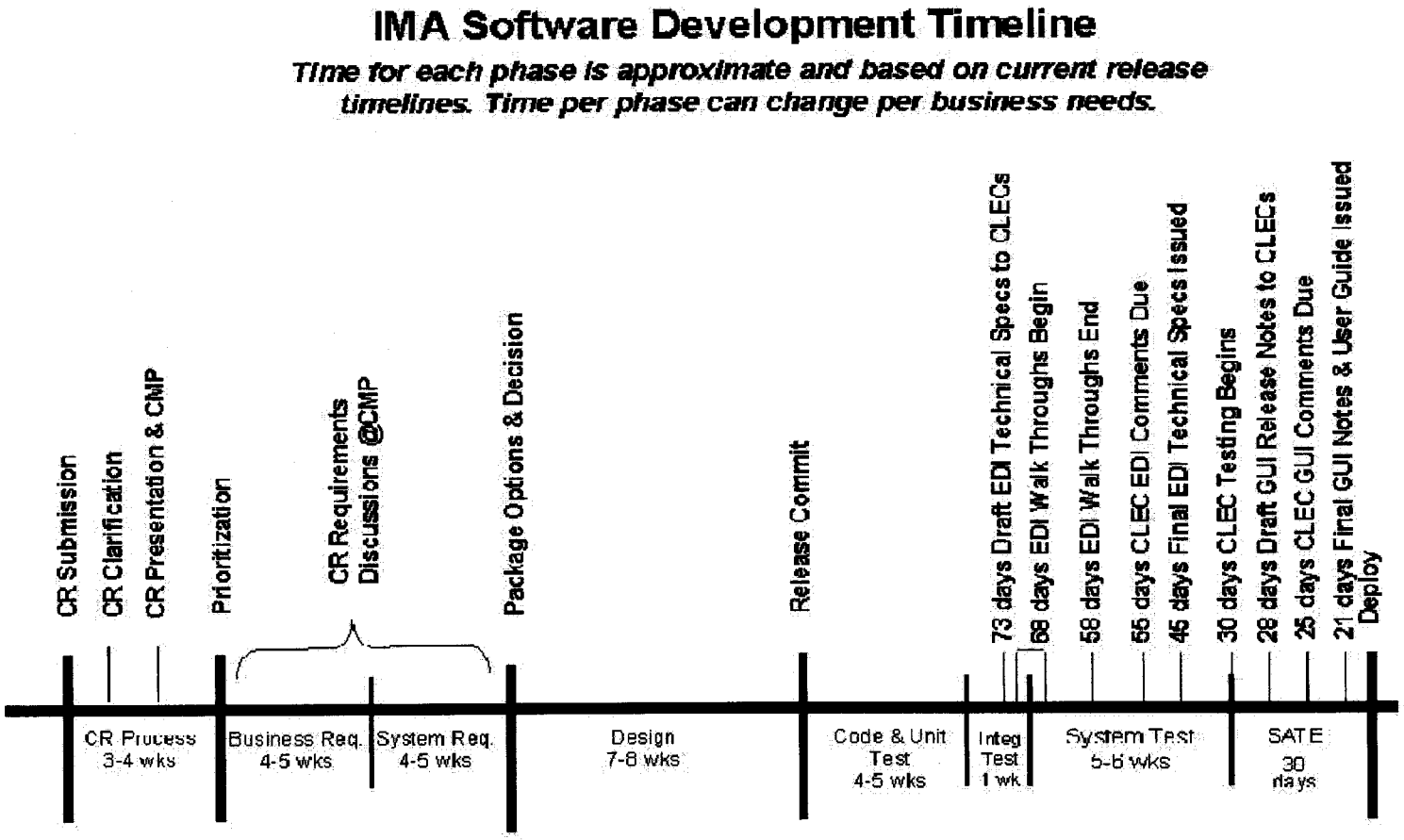
5.2.6 Deployment

During the deployment phase, Qwest representatives from the business and operations review and agree the system is ready for full deployment. Qwest deploys the Release and initiates and conducts production support .

When Qwest has completed development of the OSS Interface change, Qwest will release the OSS Interface functionality into production for use by the CLECs.

Upon implementation of the OSS Interface Release, the CRs will be updated to CLEC test and presented for closure at the next Monthly CMP Systems Meeting.

Figure 1: IMA Software Development Timeline



5.3 CLEC Originated Product/Process Change Request Process

If a CLEC wants Qwest to change a product/process, the CLEC e-mails a Change Request (CR) Form to the Qwest CMP Manager, cmpcr@qwest.com. No later than two (2) business days after Qwest receives the CR:

- The Qwest CMP Manager reviews the CR for completeness, and requests additional information from the CR originator, if necessary
- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM obtains from the Director the names of the assigned Subject Matter Expert(s) (SME)
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Originator (*i.e.,*CLEC name)
  - Assigned CRPM contact information
  - Assigned CR number
  - Designated Qwest SMEs and associated director(s)
  - Status of the CR (e.g, Submitted)

Within eight (8) business days after receipt of a complete CR, the CRPM coordinates and holds a clarification meeting with the Originating CLEC and Qwest's SMEs. If the originating CLEC is not available within the above specified time frame, then the clarification meeting will be held at a mutually agreed upon time. Qwest will not provide a response to a CR until a clarification meeting has been held. The CR originator may invite representatives from other companies to participate on the clarification call. Such participation is not intended to replace the presentation of the CR at the Monthly CMP Meeting.

At the clarification meeting, Qwest and the Originating CLEC will review the submitted CR, validate the intent of the Originating CLEC's CR, clarify all aspects, identify all questions to be answered, and determine deliverables to be produced. After the clarification meeting has been held, the CRPM will document and post meeting minutes within five (5) business days and notify the CR originator and attendees of their availability. Qwest's SME will internally identify options and potential solutions to the CR.

CRs received fourteen (14) calendar days prior to the next scheduled Monthly CMP Product/Process Meeting will be presented at that Monthly CMP Product/Process Meeting. CRs that are not submitted by the above specified cut-off date may be presented at that Monthly CMP Product/Process Meeting as a walk-on item with current status. The Originating CLEC will present the CR and provide any business reasons for the CR. Items or issues identified during

the previously held clarification meeting will be relayed. Participating CLECs will be given the opportunity to comment on the CR and subsequent clarifications. If appropriate, Qwest's SME(s) will identify options and potential solutions to the CR. Clarifications and/or modifications related to the CR will be incorporated into the evaluation of the CR. Subsequently, Qwest will develop a draft response based on the discussion from the Monthly CMP Product/Process Meeting. Qwest's response will be:

- "Accepted" (Qwest will implement the CLEC request) with position stated, or
- "Denied" (Qwest will not implement the CLEC request) with basis for the denial and a detailed explanation, including reference to substantiating material. CLEC originated Product/Process Change Request may be denied for one or more of the following reasons:
  - Technologically not feasible—a technical solution is not available
  - Regulatory ruling/Legal implications—regulatory or legal reasons prohibit the change as requested, or if the request benefits some CLECs and negatively impact others (parity among CLECs) (Contrary to ICA provisions)
  - Outside the Scope of the Change Management Process—the request is not within the scope of the Change Management Process (as defined in this CMP), seeks adherence to existing procedures, or requests for information
  - Economically not feasible—low demand, cost prohibitive to implement the request, or both
  - The requested change does not result in a reasonably demonstrable business benefit (to Qwest or the requesting CLEC) or customer service improvement

Qwest will not deny a CR solely on the basis that the CR involves a change to the back-end systems. Qwest will apply these same concepts to CRs that Qwest originates. SCRP may be invoked if a CR was denied due to Economically not feasible.

At least one (1) week prior to the next scheduled Monthly CMP Product/Process Meeting, the CRPM will have the response posted to the Web, added to the CMP Database, and will notify all CLECs via e-mail.

All Qwest Responses will be presented at the next scheduled Monthly CMP Product/Process Meeting. Qwest will conduct a walk through of its Response. Participating CLECs will be provided the opportunity to discuss, clarify and comment on Qwest's Response.

Based on the comments received from the Monthly CMP Product/Process Meeting, Qwest may revise its Response and issue a modified Response at the next Monthly CMP Product/Process Meeting. Within ten (10) business days after the Monthly CMP Product/Process Meeting, Qwest will notify the CLECs of Qwest's intent to modify its Response.

If the CLECs do not accept Qwest's Response, any CLEC can elect to escalate or dispute the CR in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0) If the originating CLEC does not agree with the determination to escalate or pursue dispute resolution, it may withdraw its participation from the CR and any other CLEC may become responsible for pursuing the CR upon providing written notification to the Qwest CMP Manager, cmpcr@qwest.com. Qwest will note in the status history of the interactive reports that the CR has been escalated. However, the CR status will reflect the stage of the CR as it progresses through the CR lifecycle.

If the CLECs do not accept Qwest's Response and do not intend to escalate or dispute at the present time, they may request Qwest to status the CR as Deferred. The CR will remain as Deferred and CLECs may reactivate the CR at a later date.

The CLECs' acceptance of Qwest's Response may result in:

- The Response answered the CR and no further action is required
- The Response provided an implementation plan for a product/process to be developed
- Qwest Denied the CLEC CR and no further action is required by CLEC

5.3.1 Implementation Notification

If the CLECs have accepted Qwest's response, Qwest will provide notice of planned implementation as follows.

Prior to implementing a CLEC originated product/process CR Qwest must notify the CLECs of the pending change. Qwest will issue such notifications at the time it intends to implement a CLEC originated change (in whole or in part). It is possible that more than one such notification will be issued in order to fully address the CLEC requested change. Such notifications may be issued during CLEC Test and may continue to be issued until the CLEC initiated CR is closed. These notifications will adhere to the notification standards for Level 1, Level 2, and Level 3 detailed in Section 5.4 (Qwest Originated Product/Process Changes). If the change is not specifically captured in the existing Level categories, or if the change is captured in the Level 4 categories, Qwest will follow the Level 3 notification schedule.

Finally, the CR will be closed when CLECs determine that no further action is required for that CR.

5.4 Qwest Originated Product/Process Changes

The following defines five levels of Qwest originated product/process changes and the process by which Qwest will originate and implement these changes. None of the following shall be construed to supersede timelines or provisions mandated by federal or state regulatory authorities, certain CLEC facing Web sites (e.g., ICONN and Network Disclosures) or individual interconnection agreements. Each notification will state that it does not supercede individual interconnection agreements. The lists of change categories under each level provided below are exhaustive/finite but may be modified by the process set forth in Section 2.1. Qwest will utilize these lists when determining the disposition level to which new changes will be categorized. The changes that go through these processes are not changes to OSS Interfaces. Level 1-4 changes under this process will be tracked and differentiated by level in the History Log for the affected documents.

5.4.1 Level 0 Changes

Level 0 changes are defined as changes that do not change the meaning of documentation and do not alter CLEC operating procedures. Level 0 changes are effective immediately without notification.

Level 0 Change Categories are:

- Font and typeface changes (e.g., bold to un-bold or bold to italics)

- Capitalization
- Spelling corrections and typographical errors other than numbers that appear as part of an interval or timeframe
- Hyphenation
- Acronym vs. non-acronym (e.g., inserting words to spell out an acronym)
- Symbols (e.g., changing bullets from circles to squares for consistency in document)
- Word changes from singular to plural (or vice versa) to correct grammar
- Punctuation
- Changing of a number to words (or vice versa)
- Changing a word to a synonym
- Contact personnel title changes where contact information does not change
- Alphabetizing information
- Indenting (left/right/center justifying for consistency)
- Grammatical corrections (making a complete sentence out of a phrase)
- Corrections to apply consistency to product names (i.e., "PBX - Resale" changed to "Resale - PBX")
- Moving paragraphs/sentences within the same section of a document to improve readability
- Hyperlink corrections within documentation
- Removing unnecessary repetitive words in the same paragraph or short section.

For any change that Qwest considers a Level 0 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.1.1 Level 0 Process/Deliverables

For Level 0 changes, Qwest will not provide a notification, Web change form, or History Log to CLECs. Changes to the documentation will be updated and posted immediately.

5.4.2 Level 1 Changes

Level 1 changes are defined as changes that do not alter CLEC operating procedures or changes that are time critical corrections to a Qwest product/process. Time critical corrections may alter CLEC operating procedures, but only if such Qwest product/process has first been implemented through the appropriate level under CMP. Level 1 changes are effective immediately upon notification.

Level 1 Change Categories are:

- Time critical corrections to information that adversely impacts CLECs' ability to conduct business with Qwest
- Corrections/clarifications/additional information that do not change the product/process
- Corrections to synch up related PCAT documentation with the primary PCAT documentation that was modified through a higher level change (notification needs to include reference to primary PCAT documentation)
- Document corrections to synch up with existing OSS Interfaces documentation (notification needs to include reference to OSS Interfaces documentation)

- Process options with no mandatory deadline, that do not supercede the existing processes and that do not impose charges, regardless of whether the CLEC exercises the option
- Modifications to Frequently Asked Questions that do not change the existing product/process
- Re-notifications issued within one hundred and eighty (180) calendar days after initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Regulatory Orders that mandate a product/process change to be effective in less than twenty-one (21) days
- Training information (note: if a class is cancelled, notification is provided two (2) weeks in advance)
- URL changes with redirect link

For any change that Qwest considers a Level 1 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.2.1 Level 1 Process/Deliverables

For Level 1 changes, Qwest will provide a notification to CLECs. Level 1 notifications will state the disposition level 1, description of change, that changes are effective immediately, that there is no comment cycle and will advise CLECs to contact the CMP Manager by e-mail at cmpcr@qwest.com immediately if the change alters the CLECs' operating procedures and requires Qwest's assistance to resolve. Qwest will respond to the CLEC, within one (1) business day, and work to resolve the issue. Possible resolutions may include withdrawal of the change, re-notification under a different level or creation of a new category of change under a different level. In addition, Qwest will provide the following for PCAT and Non-FCC Technical Publication ("Tech Pub") changes:

- The complete red-lined PCAT or Non-FCC Tech Pub will be available for review in the Product/Process Document Review Archive section of the CMP Web site, http://www.uswest.com/wholesale/cmp/review_archive.html,
- A History Log that tracks the changes

5.4.3 Level 2 Changes

Level 2 changes are defined as changes that have minimal effect on CLEC operating procedures. Qwest will provide notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation.

Level 2 Change Categories are:

- Contact Information updates excluding time critical corrections (Expedites and Escalations Overview (http://www.qwest.com/wholesale/clecs/exescover.html), Wholesale Customer Contacts (http://www.qwest.com/wholesale/clecs/escalations.html), Technical Escalations Contact List (http://www.qwest.com/wholesale/systems/productionsupport.html), CMP Points of Contact (POCs, Qwest POC changes only) (http://www.qwest.com/wholesale/cmp/poc.html))
- Changes to a form that do not introduce changes to the underlying process

- Changes to eliminate/replace existing Web functionality will be available for twenty-one (21) days until comments are addressed. (Either a demo or screen shot presentation will be available at the time of the notification for evaluation during the twenty-one (21) day cycle.)
- Removal of data stored under an archive URL
- Elimination of a URL re-direct
- Addition of new Web functionality (e.g., CNLA)
- Re-notifications issued one hundred and eighty (180) calendar days or more after the initial notification (notification will include reference to date of initial notification or, if not available, reference to existing PCAT)
- Documentation concerning existing processes/products not previously documented
- Changes to manually generated notifications normally transmitted to CLECs through their OSS Interfaces that are made to standardize or clarify, but do not change the reasons for, such notifications
- LSOG/PCAT documentation changes associated with new OSS Interface Release documentation resulting from an OSS Interface CR
- Reduction to an interval in Qwest's SIG

For any change that Qwest considers a Level 2 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.3.1 Level 2 Process/Deliverables

For Level 2 changes, Qwest will provide a notification to CLECs. Level 2 notifications will state the disposition level 2, description of change, proposed implementation date, and CLEC/Qwest comment cycle timeframes. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, http://www.qwest.com/wholesale/cmp/review.html, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide comments. For Level 2 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification for comments.

Qwest must provide initial notification of Level 2 changes at least twenty-one (21) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have seven (7) calendar days following initial notification of the change to provide written comments on the notification.
- Qwest will reply to CLEC comments no later than seven (7) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least seven (7) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.

- Qwest will implement no sooner than twenty-one (21) calendar days from the initial notification.

CLECs may provide General comments regarding the change (e.g., clarification, request for modification, request to change the disposition level of a noticed change). Comments must be provided during the comments cycle as outlined for level 2 changes.

If a CLEC requests to change the disposition level of a noticed change, CLECs and Qwest will discuss such requests at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs to CLECs and implement the change(s) according to the timeframes put forth above. If there are no CLEC comments, a final notification will not be provided and the changes will be effective according to the date provided in the original notification.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation Process or Dispute Resolution Process. (See Sections 14.0 and 15.0)

5.4.4 Level 3 Changes

Level 3 changes are defined as changes that have moderate effect on CLEC operating procedures and require more lead-time before implementation than Level 2 changes. Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation.

Level 3 Change Categories are:

- NC/NCI code changes
- Adding of new features to existing products (excluding resale)
- Customer-facing Center hours and holiday schedule changes
- Modify/change existing manual process
- Expanding the availability and applicability or functionality of an existing product or existing feature (excluding resale)
- Regulatory Orders that mandate a product/process change to be effective in twenty-one (21) days or more

For any change that Qwest considers a Level 3 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification.

5.4.4.1 Level 3 Process/Deliverables

For Level 3 changes, Qwest will provide a notification to CLECs. Level 3 notifications will state the disposition level 3, description of change, proposed implementation date, and CLEC/Qwest

comment cycle timeframes. Level 3 notifications will only include Level 3 changes and any dependent Level 1 and Level 2 changes. Level 3 notifications of Tech Pub changes may include notification of any Level 1, Level 2 and Level 3 change.

For a Level 3 notification that Qwest believes should fall under a different Level, Qwest will propose the Level under which it believes that change should be processed. CLECs and Qwest will discuss the proposal in the next Monthly CMP Product/Process Meeting. In addition to the notification, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review section of the CMP Web site, http://www.qwest.com/wholesale/cmp/review.html, commonly known as the Document Review site. In the Document Review site, a comment button will be available next to the document to allow CLECs to provide written comments. For Level 3 changes that do not impact PCATs or Non-FCC Tech pubs, a link will be provided within the notification for comments.

Qwest will provide initial notification of Level 3 changes at least thirty-one (31) calendar days prior to implementation and adhere to the following comment cycle:

- CLECs have fifteen (15) calendar days following initial notification of the change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available, Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty-one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty-five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 3 changes. Comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request to change disposition level of a noticed change
  - If the request is for a change to Level 4, the request must include substantive information to warrant a change in disposition (e.g., business need, financial impact).
  - A request to change disposition level to a Level 0, Level 1 or Level 2 is not required to include substantive information to warrant a change.
- Request for postponement of implementation date, or effective date

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

CLECs and Qwest will discuss requests to change the disposition level of notified changes at the next Monthly CMP Product/Process Meeting. In the event that timing doesn't allow for discussion at the upcoming Monthly CMP Product/Process Meeting, Qwest will call a special ad hoc meeting to address the request. If the parties are not able to reach agreement on any such request, CLECs and Qwest will take a vote in accordance with Section 17.0. The result will be determined by the Majority. If the disposition level of a change is modified, from the date of the modification forward, such change will proceed under the modified level with notifications and timelines agreed to by the participants. Except that, within five (5) business days after the disposition level is changed to a Level 1, Qwest will provide a Level 1 notification.

For a request for postponement of a Level 3 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate or pursue dispute resolution in accordance with the agreed upon CMP Escalation or Dispute Resolution procedures. (See Sections 14.0 and 15.0)

5.4.5 Level 4 Changes

Level 4 changes are defined as changes that have a major effect on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and provide CLECs an opportunity to have input into the development of the change prior to implementation.

Level 4 Change Categories are:

- New products, features, services (excluding resale)
- Increase to an interval in Qwest's Service Interval Guide (SIG)
- Changes to CMP
- New PCAT/Tech Pub for new processes
- New manual process
- Limiting the availability and applicability or functionality of an existing product or existing feature
- Addition of a required field on a form excluding mechanized forms that are changed through an OSS Interface CR (See Section 5.1)

For any noticed change that Qwest considers a Level 4 change that does not specifically fit into one of the categories listed above, Qwest shall issue a Level 3 notification with an indication in the notification that Qwest believes the change should be a Level 4 change.

5.4.5.1 Level 4 Process/Deliverables

Qwest will submit a completed Change Request no later than fourteen (14) calendar days prior to the Monthly CMP Product/Process Meeting. At a minimum, each Change Request will include the following information:

- A description of the proposed change
- A proposed implementation date (if known)
- Indication of the reason for change (e.g., regulatory mandate)
- Basis for disposition of Level 4

Within two (2) business days from receipt of the CR:

- The Qwest CMP Manager assigns a CR Number and logs the CR into the CMP Database
- The Qwest CMP Manager sends acknowledgment of receipt to the CR originator and updates the CMP Database

Within two (2) business days after acknowledgement:

- The Qwest CMP Manager posts the detailed CR report to the CMP Web site
- The CMP Manager assigns a Change Request Project Manager (CRPM) and identifies the appropriate Director responsible for the CR
- The CRPM identifies the CR Subject Matter Expert (SME) and the SME's Director.
- The CRPM will provide a copy of the detailed CR report to the CR originator which includes the following information:
  - Description of CR
  - Assigned CRPM
  - Assigned CR number
  - Designated Qwest SME(s) and associated director(s)
  - Status of the CR (e.g., Submitted)

Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:

- Clarify the proposal with the CLECs
- Confirm the disposition level of the Change (see below).
- Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and obtain agreement for input approach
- Confirm deadline, if change is mandated
- Provide proposed implementation date, if applicable

At the Monthly CMP Product/Process Meeting, the parties will discuss whether to treat the Change Request as a Level 4 change. If the parties agree, the Change Request will be reclassified as a Level 0, 1, 2 or 3 change, and the change will follow the process set forth above for Level 0, 1, 2, or 3 changes, as applicable. If the parties do not agree to reclassify the Change Request as a Level 0, 1, 2 or 3 change, the following process will apply:

- The parties will develop a process for Qwest to obtain CLEC input into the proposed change. Examples of processes for input include, but are not limited to, one-day conferences, multi-day conferences, or written comment cycles.
- After completion of the input cycle, as defined during the Monthly CMP Product/Process Meeting, Qwest will modify the CR, if necessary, and design the solution considering all CLEC input.

- For Level 4 changes, when the solution is designed and all documentation is available for review, a notification of the planned change is provided to the CLECs. Level 4 notifications will only include Level 4 changes and any dependent Level 1, Level 2 changes, and Level 3 changes. Level 4 notifications of Tech Pub changes may include notification of any Level 1, Level 2, Level 3, and Level 4 change. This notification will be provided at least thirty one (31) calendar days prior to implementation. The notification will contain reference to the original CR, proposed implementation date, and the CLEC/Qwest comment cycle. In addition, any documentation changes required to PCATs and Non-FCC Tech Pubs will be red-lined and available for review in the Document Review site with a Comment button available to provide written comments. For Level 4 changes that do not impact PCATs or Non-FCC Tech Pubs, a comments link will be provided within the notification.
- CLECs have fifteen (15) calendar days following notification of the planned change to provide written comments on the notification
- Qwest will reply to CLEC comments no later than fifteen (15) calendar days following the CLEC cut-off for comments. The Qwest reply will also include confirmation of the implementation date. In the event there are extenuating circumstances, (e.g., requested change requires significant research, information is required from national standards body or industry (e.g., Telcordia)), Qwest's response will indicate the course of action Qwest is taking and Qwest will provide additional information when available. Once the information is available Qwest will provide a notification and any available updated documentation (e.g., Tech Pubs, PCATs) at least fifteen (15) calendar days prior to implementation. If Qwest extends the comment response period, Qwest will present an update on the response at each Monthly CMP Product/Process Meeting until final notification is distributed.
- Qwest will implement no sooner than fifteen (15) calendar days after providing the response to CLEC comments. For example, if there are no CLEC comments, Qwest may send out a final notification on the first day following the CLEC cut-off for comments (day 16 after the initial notification). Thus, implementation would be thirty one (31) days from the initial notification. However, if Qwest does not respond to the CLEC comments until the 15th day after the CLEC cut-off for comments, the earliest possible implementation date would be forty five (45) calendar days from the initial notification.

CLEC comments must be provided during the comment cycle as outlined for Level 4. CLEC comments may be one of the following:

- General comments regarding the change (e.g., clarification, request for modification)
- Request for postponement of implementation, or effective date for which comments are being provided.

For general comments, Qwest will respond to comments and provide a final notification of the change. Additionally, Qwest will provide documentation of proposed changes to Qwest PCATs and Non-FCC Tech Pubs available to CLECs and implement the change(s) according to the timeframes put forth above.

For a request for postponement of a Level 4 change, Qwest will follow the procedures as outlined in Section 5.5 of this document.

If the CLECs do not accept Qwest's response, any CLEC may elect to escalate the CR or pursue the Dispute Resolution Process in accordance with Section 15.0.

5.5 Postponement and Arbitration of a Product/Process Change

A CLEC may request that Qwest postpone the implementation of a Qwest-originated or CLEC-originated product/process change in accordance with this section.

5.5.1 Timeframe for Request for Postponement

A CLEC invokes the Postponement Process in accordance with the conditions and timeframes specified below:

5.5.1.1 Qwest-Originated Product /Process Changes

For Qwest-originated Level 3 or Level 4 product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the final CLEC comment period.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.2 CLEC-Originated Product/Process Changes

For CLEC-originated product/process changes, if a CLEC intends to invoke the postponement process, it must do so during the CLEC comment period applicable to the notification called for in Section 5.3.1.

If, however, in its response to CLEC comments Qwest revises the proposed change and that revision materially impacts a CLEC, a CLEC may invoke the postponement process within five (5) business days after the issuance of Qwest's final notification of the change.

5.5.1.3 A CLEC may Join or Oppose a Postponement Request

A CLEC may only join or oppose a postponement request if it submits a request to join or oppose the postponement request within two (2) business days after the issuance date of Qwest's notification to the CLECs that a postponement request has been received by Qwest.

5.5.2 Process for Initiating a Postponement Request

5.5.2.1 CLEC Initiates Postponement Request by E-mail

A request for postponement, a request to join a postponement request or opposition to a postponement request must be sent to the Qwest CMP Postponement e-mail address (cmpesc@qwest.com).

The subject line of the request must include:

- CLEC Company Name
- POSTPONEMENT
- Change Request (CR) number or Notification Subject Line and Notification Date as appropriate

5.5.2.1.1 Required Content for Request for Postponement

A CLEC may request that Qwest postpone implementation of all or part of the proposed change until the issue is resolved in CMP or until the dispute is resolved pursuant to the Dispute

Resolution Process (Section 15.0). In its request for postponement, whether initiating or joining a postponement request, a CLEC shall provide the following information, if relevant:

- The basis for the request for a postponement;
- The extent of the postponement requested, including the portions of the proposed change to be postponed and length of requested postponement;
- The harm that the CLEC will suffer if the proposed change is not postponed, including the business impact on the CLEC if the proposed change is not postponed; and
- Whether and how the CLEC alleges that the proposed change violates its interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.2.1.2 Additional Requirement for Request for Postponement Arising from Revision

If a CLEC requests a postponement because Qwest's response to CLEC comments includes a revision of the proposed change and that revision materially impacts a CLEC, such a request must contain a description of why Qwest's response affects the CLEC in a new or different way than the proposed change initially affected the CLEC, along with the information that would have been required if the CLEC submitted a request for postponement in its comments.

5.5.2.1.3 Opposition to a Postponement Request

If a CLEC wishes to oppose a postponement request, it must submit its opposition to a postponement request within the same time period that CLECs have to join a postponement request. Any opposition to a postponement request must include information responsive to the assertions made by the CLEC seeking postponement as called for in Section 5.5.2.1.1. For example, under Section 5.5.2.1.1, CLEC(s) seeking postponement must describe the harm it will suffer if the change is not postponed. In response to this assertion, a CLEC opposing a postponement request will state the harm it would suffer if Qwest does postpone the change.

5.5.2.2 Qwest will Work to Resolve CLEC Concerns

Following the receipt of a postponement request, Qwest will proactively work with the objecting CLEC(s) to resolve the concerns of the CLEC(s).

5.5.2.3 Qwest Acknowledges Receipt of Request and Notifies CLECs

Within two (2) business days after receipt of the postponement request, Qwest will acknowledge receipt of the postponement request or the request to join the postponement with an acknowledgment e-mail to the originator of the request. If the request does not contain the relevant information, as specified in Section 5.5.2.1.1, Qwest will notify the CLEC by the close of business on the following day, identifying and requesting information that was not originally included. When the postponement e-mail is complete, the acknowledgment e-mail will include:

- Date and time of receipt of postponement request
- Date and time of acknowledgment e-mail
- Qwest will give notification and post the postponement request and any associated responses on the CMP Web site within three (3) business days after receipt of the complete request or response.

5.5.3 Qwest's Determination of Postponement Request

The standard set forth in this section applies only to Qwest's postponement determination under this section and the arbitrator's determination under Section 5.5.4.5 and has no bearing on the standard applicable to any other review or determination.

5.5.3.1 Standard for Determining whether to Postpone.

Qwest will postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will prevent more harm or cost to the requesting and any joining CLECs than postponing the proposed change imposes harm or cost upon Qwest or any CLECs who oppose the postponement. Qwest will postpone the implementation of the proposed change if it is inconsistent with a requesting or joining CLEC's interconnection agreement, applicable commission rule or law.

Qwest will not postpone the implementation of the proposed change whenever Qwest reasonably determines that postponing the proposed change will impose more harm or cost upon Qwest or any CLECs who oppose the postponement than postponing the proposed change will prevent harm or cost to the CLECs supporting the postponement. Qwest will provide in its response notification that the proposed change will not be postponed.

5.5.3.2 Qwest's Response to Request for Postponement

If Qwest decides to postpone the proposed change, it will provide the following information in its response:

- The time period (not less than thirty (30) calendar days) for which the proposed change will be postponed;
- The CLECs for which the proposed change will be postponed; and
- Any other details of the postponement, including the portions of the proposed change to be postponed and the length of the postponement.

If Qwest decides not to postpone the proposed change, it will provide in its response:

- The reason the requested postponement is not being implemented;
- An explanation of the harm and cost evaluation; and
- How Qwest alleges that the proposed change is consistent with interconnection agreement(s) or any applicable commission rules or any applicable law.

5.5.3.3 30-day Postponement if Request is Denied

If Qwest does not grant the requested postponement, Qwest will not implement the objected-to proposed change for at least thirty (30) calendar days following notification to CLECs that Qwest will not postpone the proposed change.

5.5.4 Optional Arbitration Process for Interim Postponement of Disputed Changes while Dispute Resolution Proceeds

If Qwest does not postpone a proposed change and a CLEC has initiated Dispute Resolution proceedings (Section 15.0) with regard to the proposed change, the CLEC has the option to request a neutral arbitrator to determine whether Qwest must postpone implementation of that proposed change. This optional arbitration provides interim relief only and is limited to the

question of whether Qwest must postpone implementation of the proposed change until the dispute or the postponement request is resolved under the Dispute Resolution process. The arbitrator's decision will have application in all of the states where the CLEC initiates Dispute Resolution proceedings on the issue. As decisions on the dispute or the postponement request are made in each state, such decisions will supersede the determination of the arbitrator for that state.

All references in Section 5.5.4 (including all subsections) to "CLEC" and "CLECs" include all CLECs who have submitted or joined requests for postponement of a proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of the same proposed change. There may be multiple CLECs seeking postponement of the same proposed change in any given state. Such CLECs will, to the greatest extent possible, cooperate with one another to select a single arbitrator to address the issue of interim postponement for a given state. In the event that one or more CLECs have initiated Dispute Resolution proceedings on the issue of interim postponement of the same proposed change in multiple states, such CLECs may agree to the use of a single arbitrator to address such issue for all such states.

References in Section 5.5.4 (including all subsections) to "parties" will include Qwest and all CLECs who have submitted or joined requests for postponement of the same proposed change, initiated Dispute Resolution proceedings and seek arbitration for the interim postponement of that proposed change. However, the reference to "all parties" in Section 5.5.4.1.1 means Qwest and all CLECs in CMP who have received proper notification, in accordance with Section 3.0, about selection of individuals for the Agreed Arbitrators List and participated in the selection discussions.

This optional arbitration process set forth below does not apply to any proceeding before a regulatory or other authority.

5.5.4.1 Selection of Arbitrator

If a CLEC chooses arbitration under this section, the parties shall select a neutral arbitrator by agreeing to an individual or by following the processes set forth below to select an arbitrator from an alternative dispute resolution organization.

5.5.4.1.1 Agreed Arbitrators List

Qwest and the CLECs may, by mutual agreement, develop a list of individual arbitrators to which all parties agree as an additional source for selection of a neutral arbitrator (Agreed Arbitrators List). Names of arbitrators may be added to the list at any time upon agreement of all parties. Qwest or any CLEC may strike an individual arbitrator from the Agreed Arbitrators List at any time, except that Qwest or any CLEC may not strike an arbitrator from the list while an arbitration initiated under this provision is pending before that arbitrator. If a CLEC chooses a name from the Agreed Arbitrators List, that individual will be the arbitrator.

5.5.4.1.2 Alternative Dispute Resolution Organization

If a CLEC does not choose an individual arbitrator from the Agreed Arbitrators List, or if Qwest and CLECs do not otherwise agree on an individual arbitrator, then Qwest and the CLEC shall select a neutral arbitrator from any of the following pursuant to the process set forth below:

Judicial Arbiter Group (JAG), American Arbitration Association (AAA), JAMS, or any other mutually agreeable alternative dispute resolution organization. Within two (2) business days after receipt of Qwest's acknowledgment e-mail, the CLEC shall advise the alternative dispute resolution organization and Qwest of the identity of the parties and the nature of the dispute and the CLEC shall acquire from JAG, AAA, JAMS, or other alternative dispute resolution organization as to which agreement is reached, a list of 5 potential arbitrators who have no apparent conflict of interest or any circumstances likely to affect their impartiality or independence and who have experience in handling general commercial disputes, along with a brief summary of each potential arbitrator's relevant background and experience. The CLEC shall forward the list to the specified Qwest contact as soon as practicable after it receives the list, along with the identity of the two of the five potential arbitrators the CLEC wishes to strike from the list. Within one business day after receipt of the list and indication of the potential arbitrators the CLEC has stricken, Qwest will respond to the CLEC contact with the two additional names Qwest wishes to strike from the list.

5.5.4.2 Initiating Postponement Arbitration

A CLEC initiates arbitration for interim postponement of Qwest's implementation of a proposed change under this provision by sending an e-mail to Qwest at cmpesc@qwest.com. The e-mail must include, at a minimum, the following:

- Subject line that includes "Postponement" and the CR [insert number] or Notification Subject Line
- The CLEC's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- A statement that the CLEC desires to have a neutral arbitrator decide whether Qwest must postpone implementation of the change until the request for postponement is decided by the regulatory or other authority
- A copy of the documents that the CLEC filed with the Regulatory or other authority to initiate the dispute resolution
- The identity of the alternative dispute resolution organization or individual arbitrator the CLEC proposes to use

Within two (2) business days after receipt of the Request for Postponement Arbitration, Qwest shall respond with an e-mail acknowledging receipt of the Request for Postponement Arbitration. The e-mail must include, at a minimum, the following:

- A subject line that includes "Acknowledgment of Request for Postponement" and the CR [insert number] or Notification Subject Line
- Qwest's contact person for matters relating to the postponement arbitration and method of communication (e.g., e-mail address or facsimile number)
- If the Request for Postponement Arbitration identifies an alternative dispute resolution organization other than those listed in Section 5.5.4.1.2 or individual other than those on the Agreed Arbitrators List, Qwest's acknowledgment will state whether it agrees to the use of that alternative dispute resolution organization or individual arbitrator and, if it does not agree, Qwest will identify an organization or individual arbitrator that appears on the Agreed Arbitrator List that it agrees to use.

Qwest and the CLEC shall communicate with one another regarding matters relating to the postponement arbitration through the contact person and by the method of communication designated in accordance with the process set forth above.

5.5.4.3 No Unilateral Communication with Arbitrator or Potential Arbitrator

Neither Qwest nor the CLEC, and no person acting on behalf of either Qwest or the CLEC, shall communicate unilaterally concerning the arbitration with the arbitrator or any potential arbitrator.

5.5.4.4 Scope of Authority of the Arbitrator

The arbitrator shall decide only the issue of whether Qwest must postpone implementation of the change. The arbitrator shall not have authority to award any damages or make any other determination outside this scope.

If the CLEC has initiated dispute resolution with regard to the same change in more than one state, a single arbitrator can decide the postponement issue for all states in which the CLEC has initiated dispute resolution proceedings regarding the same issue.

This arbitration option is not an exclusive remedy and does not preclude any CLEC from using appropriate state commission procedures, expedited or otherwise, to raise issues or seek a postponement.

5.5.4.5 Arbitrator's Decision

The arbitrator shall decide the issue upon written submissions. The CLEC and Qwest both shall submit their position statements to the arbitrator and to each other by e-mail or facsimile within one business day from the date on which agreement regarding the identity of the arbitrator is reached.

In determining whether Qwest must postpone implementation of a proposed change, the arbitrator must apply the standards set forth in Section 5.5.3.1.

The arbitrator must provide his/her decision to Qwest and the CLECs within five (5) business days after receipt of the parties' position statements. The arbitrator's decision must be in writing, signed by the arbitrator, and must include a brief summary of the basis for the decision.

5.5.4.6 Effect of Arbitrator's Decision

The parties agree to abide by the arbitrator's decision regarding a postponement of implementation in the state in which the decision applies until the decision expires. If the arbitrator's decision applies to more than one state, the decision will expire on a state by state basis. Unless the parties agree otherwise, the arbitrator's decision expires in a state when the first of any of the following occurs in that state:

- The regulatory or other authority from whom the CLEC has requested a postponement rules on the postponement request; or
- The dispute resolution proceeding initiated by the CLEC regarding the proposed change is dismissed, withdrawn, or otherwise concluded without a ruling on the CLEC's request for a postponement; or
- Any regulatory or other authority orders otherwise at the request of Qwest or the CLEC.

The arbitrator's decision regarding postponement of implementation is not binding precedent and shall have no precedential or persuasive value. The parties shall not cite or present the content of any arbitrator's decision as having precedential or persuasive value.

5.5.4.7 Arbitration Costs

Each party shall bear the costs it incurs in preparing and presenting its own case. The party against whom the issue is decided shall pay the costs for the arbitrator.

5.6 Comparability of Change Request Treatment

When a CLEC or Qwest submits a Product/Process CR in CMP, Sections 5.3 and 5.4, respectively, are applicable. While the processes contained in these sections are not identical, Qwest and the CLECs intend that the events and timeframes associated with Qwest and CLEC Product/Process CRs will be the same in all material respects for CRs that are comparable. Comparability of CRs is determined based on relative complexity, time for implementation and other relevant factors. The parties agree to periodically assess the time required to complete comparable CRs. To facilitate this assessment, Qwest will document the amount of time it takes to evaluate a Qwest originated Product/Process CR prior to CR submission to compare to the documented time it takes to evaluate a CLEC Product/Process CR. Evaluation time for Qwest Product/Process CRs shall include only activities similar to those Qwest performs for a CLEC originated Product/Process CR after CR submission until Qwest issues its final response.

5.7 Crossover Change Requests

During the operation of this CMP, there may be situations when systems CRs have requirements for product/process discussions or solutions, or when product/process CRs require System solutions. These crossover CR situations exist in three basic categories:

Category A. If a CR submitted to the product/process CMP is discovered to require a mechanized solution the following will occur:

- Qwest will open a new systems CR, on behalf of the original CR originator, with a reference to the product/process CR number
- Qwest will close the product/process CR with a reference to the new systems CR number
- The new systems CR will comply with the CMP OSS Interface CR process(See Section 5.1)

Category B. If a CR submitted to the Systems CMP is discovered to require a manual solution the following will occur:

- Qwest will open a product/process CR, on behalf of the original CR originator, with a reference to the systems CR number;
- Qwest will close the systems CR with a reference to the new product/process CR number.
- This CR will comply with the CMP product/process CR process.

Category C. If a CR submitted to the Systems CMP is discovered to require an interim manual solution, the CR will be tracked as a systems CR for the length of the CR lifecycle including the development and implementation of both the interim

manual and final mechanized solutions. In these situations, Qwest will open a second systems CR with the same number as the original CR and a "MN" suffix.

The determination to close and open CRs as described above will be made by the CMP body at a Monthly CMP Product/Process Meeting.

If a CR becomes a crossover CR, Qwest may request an ad hoc clarification meeting with the CR originator or request that a portion of the appropriate Monthly CMP Meeting be devoted to discussing the CR. If a CR is closed in one CMP arena and opened in the other, the new CR will retain the status, where feasible, and the date submitted of the old, "closed" CR. Under no circumstances will the CR be restarted.

All crossover CRs will be distinctly labeled in the Monthly CMP Meeting distribution packages and addressed as a separate item on the Monthly CMP Meeting agenda. All crossover CRs (including those closed in Categories A and B) will include the "X" designation identified in Section 5.9. All Regulatory and Industry Guideline CRs will be submitted as systems CRs and maintained in the Systems database until closure, or until they are deemed to require a manual process solution, at which point they will become product/process CRs.

5.8 Change Request Status Codes

The following status codes will be applied to Change Requests of all types (i.e., Regulatory, Industry Guideline, Qwest Originated, CLEC Originated). The status of the CR will be included in the interactive reports. CR status codes will not necessarily be assigned in the order set forth below, and not every status code will apply to every CR.

- Submitted - A CR is updated to Submitted status when Qwest's CMP Manager has formally acknowledged the CR. The CR remains in Submitted status until Qwest has conducted a clarification meeting with the originator.
- Clarification – A CR is updated to Clarification status once the clarification meeting has been held with the originator.
- Evaluation – A CR is updated to Evaluation status if the CR requires further investigation by Qwest.
- Presented – A CR is updated to Presented status after the originator has presented it at the Monthly CMP Meeting.
- Pending Prioritization – The Pending Prioritization status is only applicable to CRs for which the impacted OSS Interface requires prioritization (e.g. IMA). A CR is updated to Pending Prioritization status after it has been presented and is waiting for Prioritization.
- Prioritized - The Prioritized status is only applicable to CRs for which the impacted interface is an OSS Interface that requires prioritization (e.g., IMA). A CR is updated to Prioritized status once it has been presented for prioritization and the Prioritization Process (Section 10.2) has been completed.
- Packaged -- A CR is updated to Packaged status from Prioritized status if it is included in the packaging option chosen for the release. Design work is continued on change requests that have been packaged. CRs not updated to Packaged status (from Prioritized status) will revert to Pending Prioritization status.

- Development – A product/process CR is updated to a Development status when Qwest's response requires development of a new or revised process. A systems CR is updated to Development status when development begins for the next OSS Interface Release.
- CLEC Test – A CR is updated to the CLEC Test status upon the effective date of the change. CLECs have the ability to evaluate the effectiveness of Qwest's change and its implementation, provide feedback, and indicate whether further action is required. Through interaction between Qwest and the interested CLECs, a product/process Change as initially implemented may undergo modification. Depending on the magnitude of such modifications, it may be appropriate to return the CR to Development status. Problems found with newly deployed Systems changes will be handled in accordance with Production Support process as described in Section 12.0. Certain processes in Section 12.0 are also applicable to product/process changes. If no further action is required for a consecutive 60 day period, the status is updated to Completed, unless the parties agree otherwise.
- Completed – A CR is updated to Completed status when the CLECs and Qwest agree that no further action is required to fulfill the requirements of the CR.
- Denied – A CR is updated to Denied status when Qwest denies the CR.
- Deferred - A CR is updated to Deferred status if the originator does not intend to escalate or dispute the CR at the present time, but wants the ability to activate or close the CR at a later date.
- Pending Withdrawal – A CR is updated to a status of Pending Withdrawal when the originator requests that a CR be withdrawn from the CMP process. Change Requests with a status of Pending Withdrawal are reviewed at the appropriate Monthly CMP Meeting to determine if another party wishes to sponsor the CR.
- Withdrawn - The CR receives a Withdrawn status when the CR originator requests that the CR be withdrawn from the CMP and the CR is not sponsored by another party.
- Crossover – A CR is updated to a status of Crossover when no further action is required on the original CR that was crossed over (See Section 5.7)

5.9 Change Request Designations

In certain circumstances CR numbers will require special suffix designations to identify certain characteristics. Suffixes include:

- "CM" - Changes to the CMP framework
- "DR" - Dispute Resolution Process invoked on a CR
- "ES" - Escalation Process invoked on a CR
- "EX" - Change being implemented utilizing the Exception process
- "IG" - Industry Guideline CR
- "MN" – CR for a manual workaround related to an OSS Interface Change Request
- "RG" - Regulatory CR
- "SC" - Change being implemented as an SCRP request
- "X" - Crossover CR

6.0 OSS INTERFACE RELEASE CALENDAR

Qwest will provide a rolling 12 month OSS Interface Release calendar in the distribution package of the first scheduled Monthly CMP Systems Meeting of each quarter. The calendar will show Release schedules, for all OSS Interfaces within the scope of CMP starting in that quarter and for a total of 12 months in the future. The following schedule entries will be made available, when applicable:

- Name of OSS Interface
- Date for CMP CR Submission Cutoff (for prioritized OSS Interfaces)
- Date for issuing Draft Release Notes
- Date when Initial Notification for new OSS Interfaces will be issued
- Date when Initial Notification for OSS Interface retirements will be issued
- Date when comparable functionality for OSS Interface retirements will be available
- Date for issuing Initial or Draft Technical Specifications
- Comment cycle timeline
- Prioritization, packaging and commitment timeline (for prioritized OSS Interfaces)
- Date for issuing Final Technical Specifications
- Testing period
- Date for issuing Final Release Notes
- Planned Release Production Date
- Release sunset dates (as applicable)

The OSS Interface Release calendar will be posted on the CMP Web site as a stand-alone document.

7.0 INTRODUCTION OF A NEW OSS INTERFACE

The process for introducing a new OSS Interface will be part of this CMP. Introduction of a new OSS Interface may include an application-to-application or a Graphical User Interface (GUI).

It is recognized that the planning cycle for a new OSS Interface, of any type, may be greater than the time originally allotted. In that case, discussions between CLECs and Qwest will be held prior to the announcement of the new OSS Interface.

With a new OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

7.1 Introduction of a New Application-to-Application Interface

At least two hundred and seventy (270) calendar days in advance of the planned Release Production date of a new application-to-application interface, Qwest will issue a Release Notification, post the Preliminary Interface Implementation Plan on Qwest's Web site, and host a design and development meeting.

7.1.1 Initial Release Notification

The Initial Release Notification will include:

- Where practicable, the Release Announcement and Preliminary Interface Implementation Plan will include: Proposed functionality of the OSS Interface including whether the OSS Interface will replace an existing OSS Interface
- Proposed implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle)
- Proposed meeting date to review the Preliminary Interface Implementation Plan
- Exceptions to industry guidelines/standards, if applicable
- Planned Release Production Date

7.1.2 CLEC Comments to Initial Release Notification

CLECs have fourteen (14) calendar days from the Initial Release Notification to provide written comments/questions on the documentation. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.1.3 Qwest Response to CLEC Comments

Qwest will respond with written answers to all CLEC issues within twenty-one (21) calendar days after the Initial Release Notification.

7.1.4 Preliminary Implementation Plan Review Meeting

Qwest will review CLEC comments and the implementation schedule at the Preliminary Implementation Plan Review Meeting no later than two hundred and forty-two (242) calendar days prior to the Release Production Date.

7.1.5 Draft Interface Technical Specifications

Qwest will issue a notification associated with draft interface Technical Specifications no later than one hundred twenty (120) calendar days prior to implementing the Release. In addition, Qwest will confirm the schedule for the walk through of Technical Specifications, CLEC comments, and Qwest response cycle.

The Draft Interface Technical Specification notification will include:

- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or Web site
- Additional pertinent material
- CLEC Comment/Qwest Response cycle
- Draft connectivity and firewall rules
- Draft Test Plan

7.1.6 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between one-hundred and ten (110) calendar days prior to Release Production and one hundred and six (106) calendar days prior to the Release Production Date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of Draft Interface Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items.

7.1.7 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments/concerns to Qwest no later than one-hundred and four (104) calendar days prior to the Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.1.8 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns and action items captured at the walk through, no later than one hundred (100) calendar days prior to the Release Production Date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the Final Interface Technical Specifications notification. The Final Interface Technical Specifications notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the final Technical Specifications.

7.1.9 Final Interface Technical Specifications

Generally, no later than one hundred (100) calendar days prior to the Release Production Date of the new OSS Interface, Qwest will issue the Final Technical Specifications to CLECs via Web site posting and a CLEC notification.

The Final Interface Technical Specifications notification will include:

- Summary of changes from Qwest response to CLEC comments on Draft Technical Specifications
- If applicable, Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Purpose
- Reference to Final Technical Specifications, or Web site
- Additional pertinent material
- Final Connectivity and Firewall Rules
- Final Test Plan (including Joint Testing Period)
- Final Release Production Date
- Qwest response to CLEC comments

The implementation timeline for the Release will not begin until Final Interface Technical Specifications are provided. Production Support type changes within the thirty (30) calendar day test window can occur without advance notification but will be posted within twenty four (24) hours of the change.

7.2 Introduction of a New GUI

7.2.1 Initial Release Notification

Qwest will issue an Initial Release Notification no later than forty-five (45) calendar days in advance of the Release Production Date. This will include:

- Proposed functionality of the OSS Interface including whether the new OSS Interface will replace an existing OSS Interface.
- Implementation timeline (e.g., milestone dates, CLEC/Qwest comment cycle, GUI overview meeting date)
- Release Production Date
- Logistics for GUI Overview Meeting

7.2.2 Draft Release Notes

Qwest will issue a Draft Release Notes notification no later than twenty-eight (28) calendar days in advance of the planned Release Production Date of a new GUI. At a minimum, the notification will include:

- Draft User Guide
- How and When Training will be administered

7.2.3 GUI Overview Meeting

The GUI Overview meeting will be held no later than twenty-seven (27) calendar days prior to the Release Production Date. At the meeting, Qwest will present an overview of the new OSS Interface.

7.2.4 CLEC Comments

At least twenty-five (25) calendar days prior to the Release Production Date. CLECs must forward their written comments and concerns to Qwest. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

7.2.5 Qwest Response to CLEC Comments

Qwest will consider CLEC comments and respond with written answers as part of the Final Notification.

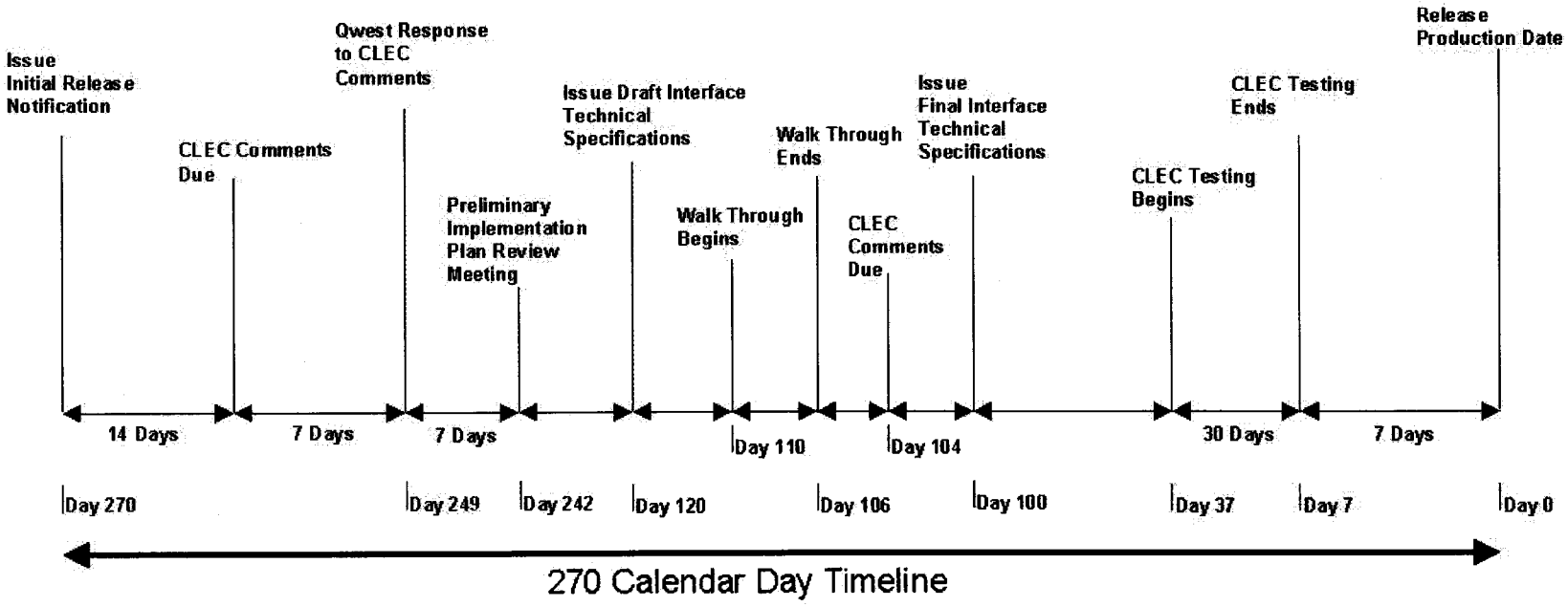
7.2.6 Final Release Notes

Qwest will issue Final Release Notes notification no later than twenty-one (21) calendar days prior to the Release Production date. The notification will include:

- A summary of changes from the Draft Release Notes notification, including type of changes (e.g., documentation change, clarification, business rule change).
- Final User Guide
- Final Training information
- Final Release Production Date.
- Qwest response to CLEC comments

Figure 2: Introduction of a New Application-to-Application OSS Interface Timeline

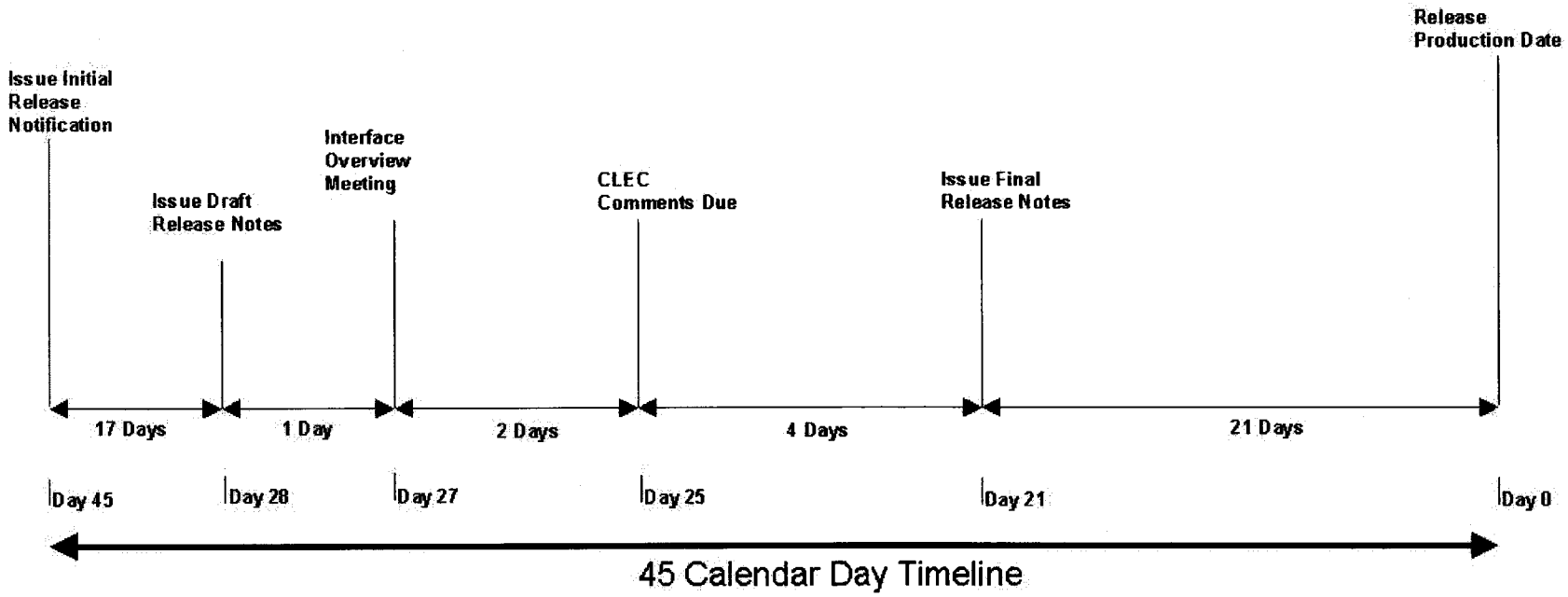
Qwest-CLEC Change Management Process
Introduction of A New Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Figure 3: Introduction of a New Graphical User Interface (GUI) Timeline

Qwest-CLEC Change Management Process
Introduction of A New Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

8.0 CHANGE TO AN EXISTING OSS INTERFACE

The process for changing an existing OSS Interface will be part of this CMP. Changes to an existing OSS Interface may include an application-to-application or a Graphical User Interface (GUI). NOTE: An Application-to-Application interface is an electronic interface, e.g., Extensible Markup Language (XML) or Electronic Data Interchange (EDI), that supports billing or ordering processes.

It is recognized that the planning cycle for a change to an OSS Interface, of any type, may be greater than the time originally allotted and that discussions between CLECs and Qwest may be held prior to the announcement of the change to the OSS Interface.

With a change to an OSS Interface, CLECs and Qwest may define the scope of functionality introduced as part of the OSS Interface.

Qwest standard operating practice is to implement three Major Releases and three Point Releases (for IMA only) within a calendar year. Unless mandated as a Regulatory Change, Qwest will implement no more than four (4) Releases per IMA OSS Interface requiring coding changes to the CLEC interfaces within a calendar year. Unless mandated as a Regulatory Change, the Major Release changes will occur no less than seventy-five (75) calendar days apart.

At a Monthly CMP Systems Meeting in the fourth quarter of each year, Qwest will communicate to the CLECs the Major Release schedule and hourly capacity of each release for the next calendar year. Qwest will subsequently issue a notification containing the same information. Qwest will attempt to provide this information prior to any prioritization scheduled during the fourth quarter.

Application-to-Application OSS Interface

Qwest will support the previous Major Release of an Interconnect Mediated Access (IMA) Application-to-Application interface for one hundred eighty (180) calendar days after the subsequent Major Release of IMA has been implemented. In the event that IMA major releases are implemented more than six (6) months apart, any CLEC desiring to delay retirement of the previous release should submit a CR requesting the delay. Qwest will review and grant the retirement delay up until sixty (60) days after the Release Production Date of the next Major Release; however, Qwest will maintain no more than three (3) Major Releases of an IMA Application-to-Application interface in production at any time. Qwest may retire the extended release before the extension expires when all CLECs have migrated off the extended release, but no earlier than five (5) business days after the last scheduled CLEC migration from the extended release. CLECs who do not successfully migrate from the retiring release, must contact their Qwest Implementation Team immediately to schedule a new migration. Any such new migration shall not be rescheduled beyond the sixty (60) day retirement delay. (A timeline illustrating the operation of this provision is provided at the end of Section 8.) Past Releases of an IMA Application-to-Application interface will only be modified as a result of production support changes. When such production support changes are made, Qwest will also modify the

related documentation. All other changes become candidates for future IMA Application-to-Application interface Releases.

Qwest makes one Release of the Electronic Bonding-Trouble Administration (EBTA) and billing interfaces available at any given time, and will not support any previous Releases.

Graphical User Interface (GUI)

Qwest makes one Release of a GUI available at any given time and will not support any previous Releases.

IMA GUI changes for pre-order or ordering will be implemented at the same time as the related IMA Application-to-Application interface Release.

8.1 Application-to-Application Interface

This section describes the timelines that Qwest, and any CLEC choosing to implement on the Qwest Release Production Date, will adhere to in changing existing application-to-application interfaces.[1] For any CLEC not choosing to implement on the Qwest Release Production Date, Qwest and the CLEC will negotiate a mutually agreed to CLEC implementation timeline, including testing.

8.1.1 Draft Interface Technical Specifications

Prior to Qwest implementing a change to an existing application-to-application interface, Qwest will notify CLECs of the draft Technical Specifications. Qwest will issue draft Technical Specifications no later than seventy-three (73) calendar days prior to the implementation date unless an exception has been granted. Technical Specifications are documents that provide information the CLECs need to code the application-to-application interface. The Draft Technical Specifications notification letter will include:

- Written summary of change(s)
- Planned time frame for Release Production
- Purpose
- Logistical information (including a conference line) for walk through
- Reference to draft Technical Specifications, or reference to a Web site with draft specifications
- Additional pertinent material
- Draft Technical Specifications documentation, or instructions on how to access the draft Technical Specifications documentation on the Web site.

8.1.2 Walk Through of Draft Interface Technical Specifications

Qwest will sponsor a walk through, including the appropriate internal Subject Matter Experts (SMEs), between sixty-eight (68) calendar days prior to the planned implementation date and

[1] For a CLEC converting from a prior release, the CLEC implementation date can be no earlier than the weekend after the Qwest Release Production Date, if production LSR conversion is required.

fifty-eight (58) calendar days prior to the planned implementation date. A walk through will afford CLEC SMEs the opportunity to ask questions and discuss specific requirements with Qwest's technical team and will take as much of this period as is necessary to address CLECs' questions. CLECs are encouraged to invite their technical experts, systems architects, and designers, to attend the walk through.

Qwest will lead the review of the Draft Technical Specifications. Qwest technical experts will answer the CLEC SMEs' questions. Qwest will capture action items such as requests for further clarification. Qwest will follow-up on all action items and notify CLECs of responses forty five (45) calendar days prior to the planned implementation date.

8.1.3 CLEC Comments on Draft Interface Technical Specifications

If the CLEC identifies issues or requires clarification, the CLEC must send written comments to Qwest no later than fifty-five (55) calendar days prior to the planned implementation date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

8.1.4 Qwest Response to CLEC Comments

Qwest will review and respond with written answers to all CLEC issues, comments/concerns no later than forty-five (45) calendar days prior to final implementation date. The answers will be shared with all CLECs, unless the CLECs question(s) are marked proprietary. Any changes that may occur as a result of the responses will be distributed to all CLECs in the same notification letter. The notification will include the description of any change(s) made as a result of CLEC comments. The change(s) will be reflected in the Final Technical Specifications.

8.1.5 Final Interface Technical Specifications

The Final Interface Technical Specifications will include the following:

- Reference to Final Technical Specifications, or Web site
- Qwest response to CLEC comments
- Summary of changes from the prior implementation, including any changes made as a result of CLEC comments on Draft Technical Specifications
- Indication of type of change (e.g., documentation change, business rule change, clarification change)
- Final Joint Test Plan including transactions which have changed
- The suite of re-certification test scenarios
- Joint Testing Period
- Final implementation date

Qwest will issue Final Interface Technical Specifications no later than forty-five (45) calendar days before the final implementation date, unless the exception process has been invoked. The implementation timeline for the Release will not begin until Final Technical Specifications are provided. Production Support type of changes that occur within the thirty (30) calendar day test window can occur without advance notification but will be posted within 24 hours of the change.

8.1.6 Joint Testing Period

Qwest will provide a thirty (30) day test window for any CLEC who desires to jointly test with Qwest prior to the Release Production Date.

8.1.7 Release Documentation Addenda

After the Final Technical Specifications are published, there may be other changes made to documentation or the coding that is documented in the form of addenda.

- 1st Addendum – 2 weeks after the Release the 1st addendum is sent to the CLECs, if needed.
- Subsequent Addendum's – Subsequent addendum's are sent to the CLECs after the Release Production Date as needed. There is no current process and timeline.
- Application-to-Application interface CLECs – one hundred eighty (180) calendar days after the Release those CLECs using the Application-to-Application interface are required to cut over to the new Release. CLECs are not required to support all new Releases.

8.2 Graphical User Interface (GUI)

8.2.1 Draft GUI Release Notes

Prior to implementation of a change to an existing GUI, Qwest will notify CLECs of the Draft GUI Release Notes and the planned Release Production Date.

Notification will occur no later than twenty-eight (28) calendar days prior to the planned Release Production Date unless an exception has been granted. This notification will include draft user guide information if necessary.

The notification will contain:

- Written summary of change(s)
- Planned time frame for Release Production
- Any cross-reference to draft documentation such as the user guide or revised user guide pages.

8.2.2 CLEC Comments on Draft Interface Release Notification

CLECs must provide comments/questions on the Draft GUI Release Notes no less than twenty-five (25) calendar days prior to the planned Release Production Date. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html or via an e-mail to cmpcomm@qwest.com.

8.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and will address them in the Final GUI Release Notification no later than twenty one (21) calendar days before the Release Production Date.

8.2.4 Content of Final Interface Release Notification

The Final Interface Release Notification, will include:

- Final notification letter
- Summary of changes from draft GUI Release notification
- Final user guide (or revised pages)
- Final Release Production Date
- Qwest Response to CLEC comments

Qwest will issue the Final Interface Release Notification no later than twenty-one (21) calendar days before the final Release Production Date. Qwest will post this information on the CMP Web site. Production support type changes that occur without advance notification will be posted within 24 hours of the change. The implementation timeline for the Release will not begin until all related documentation is provided.

Figure 4: Release Extension Illustrative Timeline

Qwest-CLEC Change Management Process
Change to an Existing OSS Interface
Release Extension Illustrative Timeline

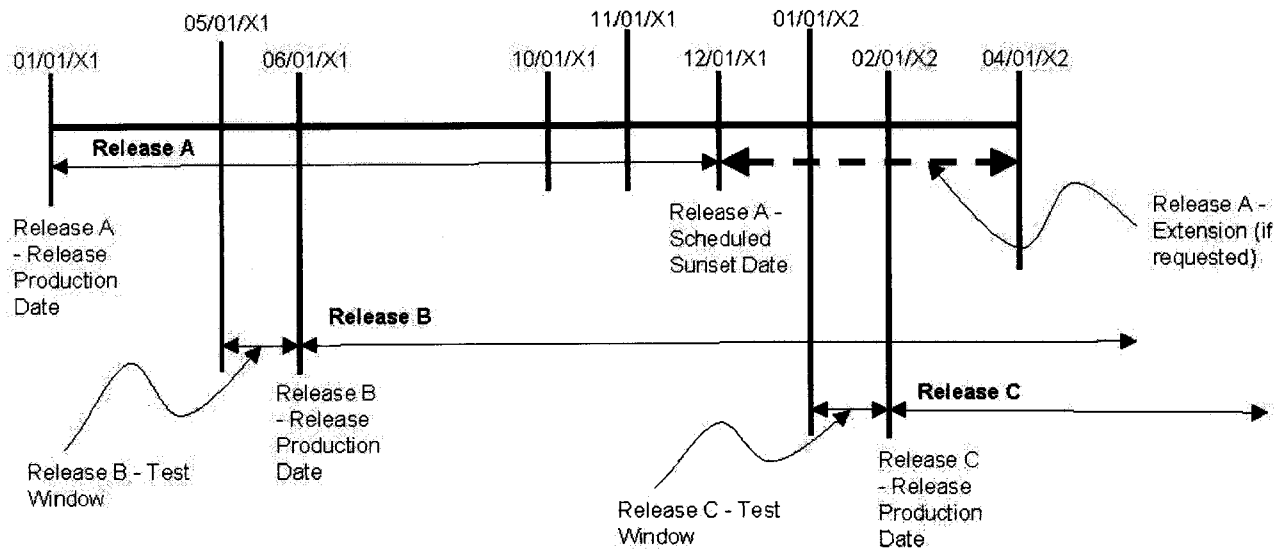
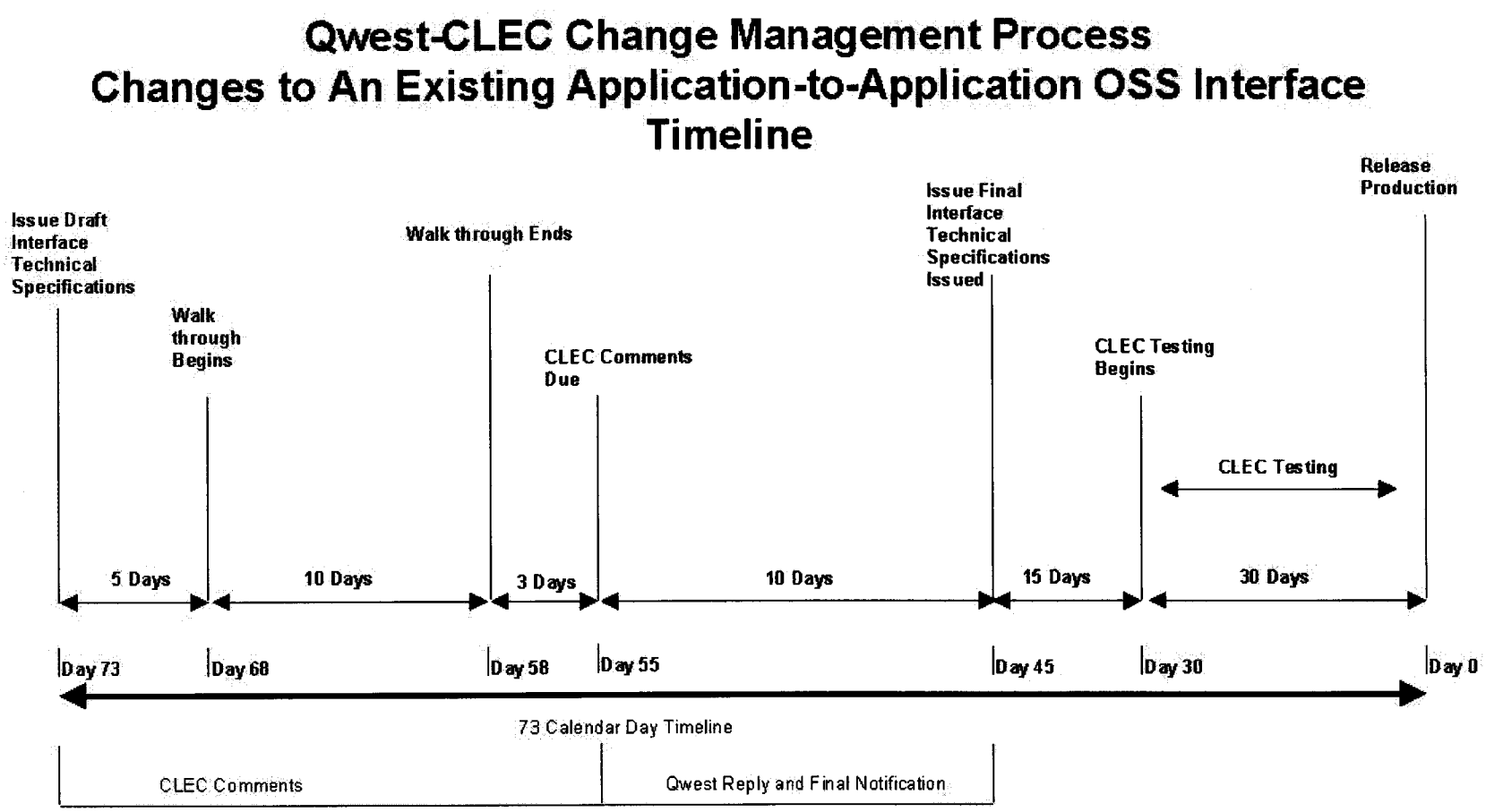
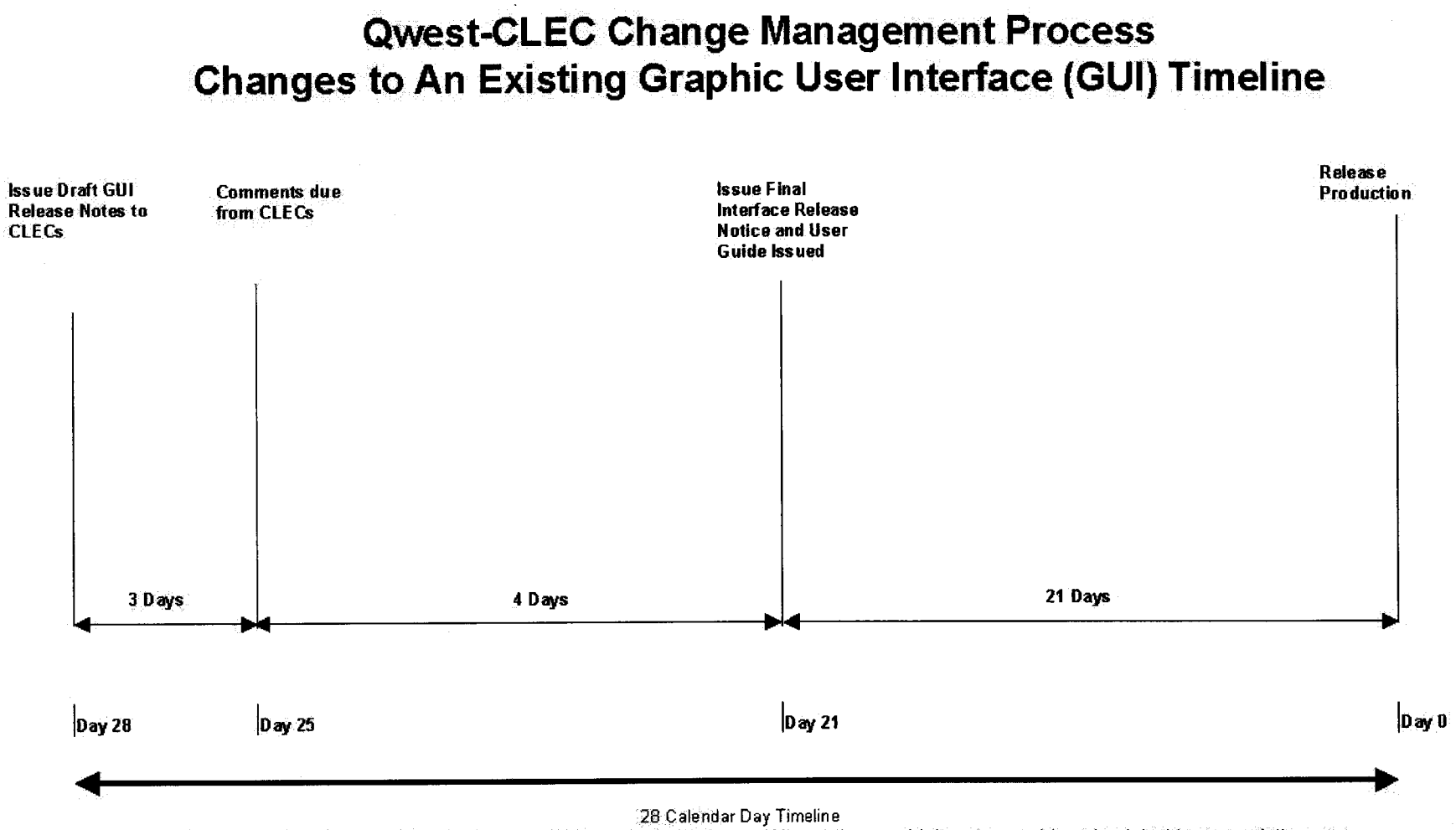


Figure 5: Changes to an Existing Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Figure 6: Changes to An Existing Graphical User Interface (GUI) Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

9.0 RETIREMENT OF AN EXISTING OSS INTERFACE

The retirement of an existing OSS Interface occurs when Qwest ceases to accept transactions using a specific OSS Interface. This may include the removal of a GUI or a protocol transmission of information (Application-to-Application) interface.

9.1 Application-to-Application OSS Interface

9.1.1 Initial Retirement Notification

At least two hundred seventy (270) calendar days before the retirement date of application-to-application interfaces, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new application-to-application interface is to be in a CLEC certified production Release prior to the retirement date of the older interface.

Alternatively, Qwest may choose to retire an interface if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Qwest will issue the initial Retirement Notification no later than two hundred seventy (270) calendar days before retirement. The Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

9.1.2 CLEC Comments to Initial Retirement Notification

CLEC comments on the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

9.1.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Retirement Notification.

9.1.4 Final Retirement Notification

The Final Retirement Notification will be provided to CLECs no later than two-hundred and twenty-eight (228) calendar days prior to the retirement date of the application-to-application interface. The Final Retirement Notification will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

9.1.5 Comparable Functionality

Unless otherwise agreed to by Qwest and a CLEC user, when Qwest issues the Initial Retirement Notification the retirement of an interface for which a comparable interface does or will exist, a CLEC user will not be permitted to commence building to the retiring interface. CLEC users of the retiring interface will be grandfathered until the retirement of the interface. Qwest will ensure that an interface with comparable functionality is available no later than one hundred and eighty (180) calendar days prior to retirement of an Application-to-Application interface.

9.2 Graphical User Interface (GUI)

9.2.1 Initial Retirement Notification

At least sixty (60) calendar days in advance of the retirement date of a GUI, Qwest will share the retirement plans via Web site posting and CLEC notification. The scheduled new interface is to be in a CLEC certified production Release prior to the retirement of the older interface.

Alternatively, Qwest may choose to retire a GUI if there is no CLEC usage of that interface for the most recent ninety (90) consecutive calendar days. Qwest will provide thirty (30) calendar day notification of the retirement via Web posting and CLEC notification.

Initial Retirement Notification will include:

- The rationale for retiring the OSS Interface
- Available alternative interface options for existing functionality
- The proposed detailed retirement timeline (e.g., milestone dates, CLEC-Qwest comment and response cycle)
- Planned retirement date

9.2.2 CLEC Comments to Initial Retirement Notification

CLEC comments to the Initial Retirement Notification are due to Qwest no later than fifteen (15) calendar days following the Initial Retirement Notification. CLECs may submit comments via the Qwest CMP comment Web site at http://www.qwest.com/wholesale/cmp/comment.html.

9.2.3 Qwest Response to Comments

Qwest will consider CLEC comments and respond in the Final Release Notification.

9.2.4 Comparable Functionality

Qwest will ensure comparable functionality no later than thirty-one (31) days before retirement of a GUI.

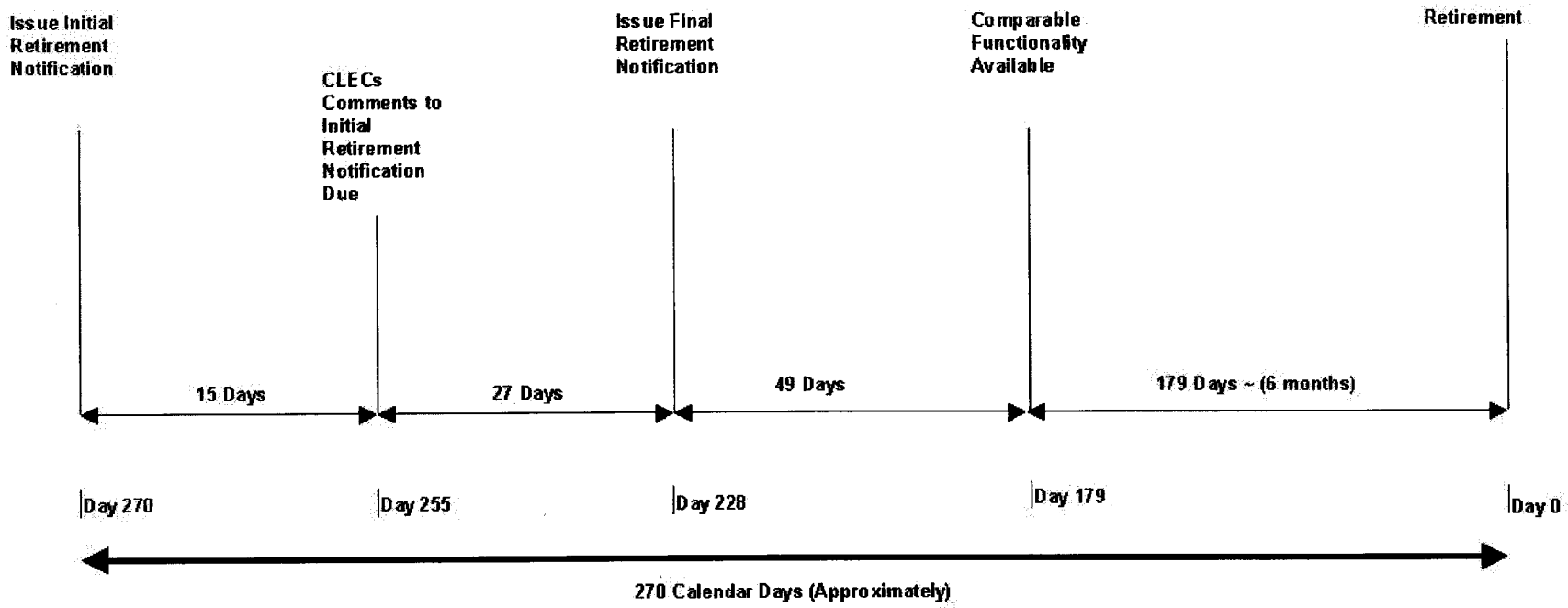
9.2.5 Final Retirement Notification

The Final Retirement Notification, for GUI retirements, will be provided to CLECs no later than twenty-one (21) calendar days before the retirement date. The Final Retirement Notification will contain:

- The rationale for retiring the OSS Interface (e.g., no usage or replacement)
- If applicable, where the replacement functionality will reside in a new interface and when the new interface has been certified by a CLEC
- Qwest's responses to CLECs' comments/concerns
- Actual retirement date

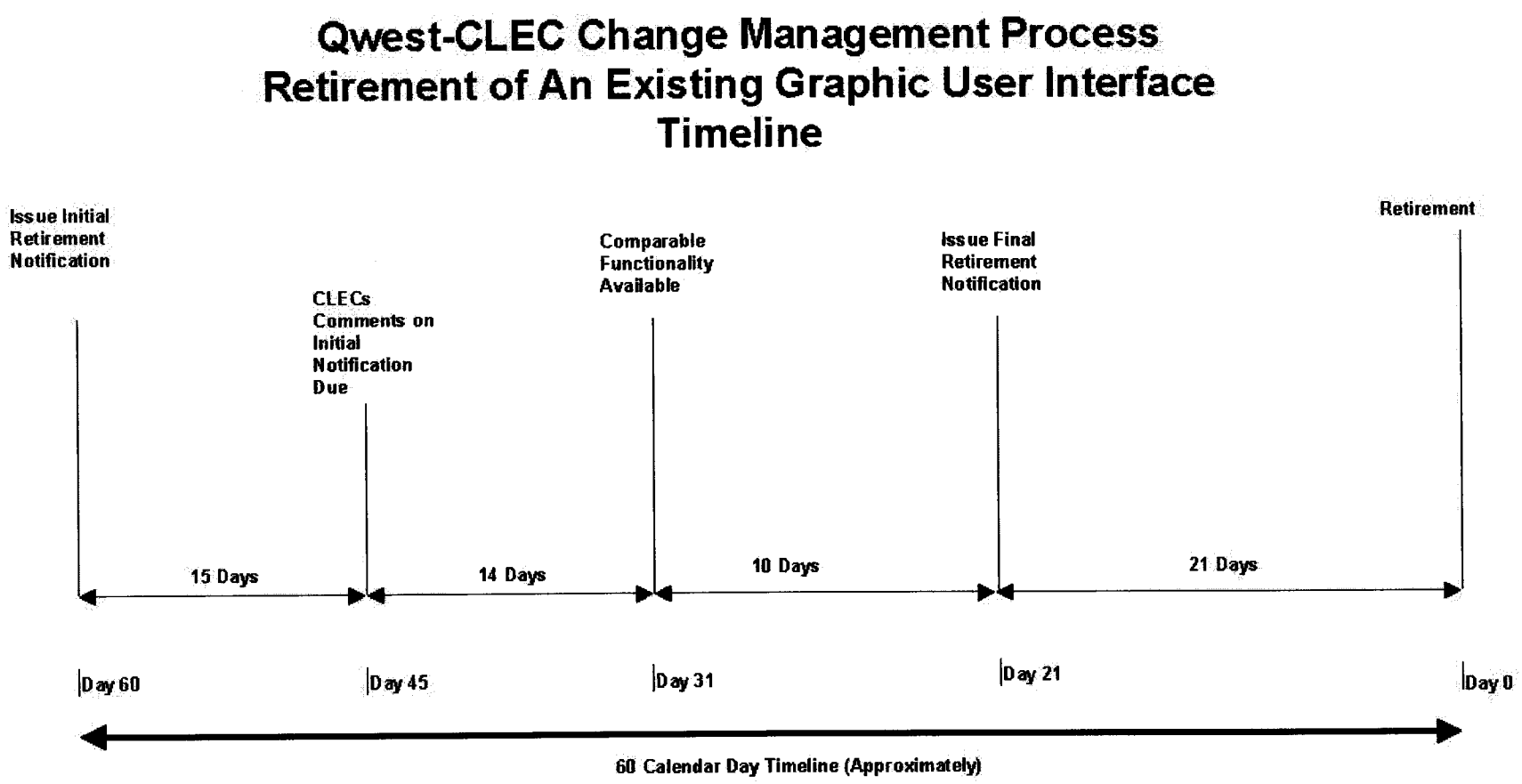
Figure 7: Retirement of an Existing Application-to-Application OSS Interface Timline

Qwest-CLEC Change Management Process
Retirement of An Existing Application-to-Application OSS Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

Figure 8: Retirement of an Existing Graphic User Interface Timeline



The events listed above are intended to occur on business days. If the date on which any event is scheduled to occur falls on a weekend or holiday, then Qwest and the CLECs may negotiate a revised timeline.

10.0 PRIORITIZATION

Each OSS Interface Release is prioritized separately. If the Systems CMP Change Requests for any interface do not exceed Release capacity, no prioritization for that Release is required. The prioritization process provides an opportunity for CLECs and Qwest to prioritize OSS Interface Change Requests (CRs). CRs for introduction of a new interface or retirement of an existing interface are not subject to prioritization and will follow the introduction or retirement processes outlined in Sections 7.0 and 9.0, respectively.

10.1 Test Environment Releases

When an OSS Interface release is prioritized, some of the prioritized OSS Interface CRs will cause a change in that OSS Interface's corresponding test environment. These changes will be included in the test environment release that is made available thirty (30) days prior to the OSS Interface implementation date, and will not be subject to prioritization. The business and systems requirements for these test environment changes will be developed in the same order as the prioritized OSS Interface CRs. Qwest will ensure that the resources allocated to the test environment are sufficient to complete the corresponding OSS Interface Release changes described above.

Any remaining test environment capacity will be allocated to CRs that are specific to the test environment. CRs that are specific to the test environment will be prioritized in accordance with Section 10.0.

Qwest's OSS Interface production environment and test environment development efforts will not compete for resources.

10.2 Regulatory Change Requests

Regulatory changes, are defined in Section 4.0. Separate procedures are required for prioritization of CRs requesting Regulatory changes to ensure that Qwest can comply with the recommended or required implementation date, if any. The process for determining whether a CR is a Regulatory Change is set forth in Section 5.1.

Qwest will send CLECs a notification when it posts Regulatory CRs to the Web and identify when comments are due, as described in Section 5.1. Regulatory CRs will also be identified in the Monthly CMP Systems Meeting distribution package.

10.2.1 Regulatory Changes

For Regulatory Changes, Qwest will implement changes no later than the time specified in the legislation, regulatory requirement, or court ruling. If no time is specified, Qwest will implement the change as soon as practicable.

Regulatory CRs will be ranked with all other CRs. If the implementation date for a Regulatory CR requires all or a part of the change to be included in the upcoming Major Release, the CR will not be subject to ranking and will be automatically included in that Major Release.

10.2.2 Industry Guideline Changes

Industry Guideline CRs will be identified in the Monthly CMP Systems Meeting distribution package. Industry Guideline CRs will be ranked with all other systems CRs during prioritization as described in Section 10.0. If an Industry Guideline CR is prioritized high enough to be included in the business and systems requirements phase and is dependant on a "foundation" CR, the "foundation" CR will automatically be worked in conjunction with the Industry Guideline CR.

10.2.3 Regulatory Change Implementation

When more than one Major Release is scheduled before the mandated or recommended implementation date for a Regulatory CR, Qwest will present information to CLECs regarding any technical, practical, or development cycle considerations that may affect Qwest's ability to implement the CR in any particular Major Release as part of the CR review and continue to provide information up to the packaging options. At the Monthly CMP Systems Meeting where the Regulatory CR is presented, Qwest will advise CLECs of the possible scheduled Releases in which Qwest could implement the CR and the CLECs and Qwest will determine how to allocate those CRs among the available Major Releases, taking into account the information provided by Qwest regarding technical, practical, and/or development considerations. If the Regulatory CR is not included in a prior Release, it will be implemented in the latest Release specified by Qwest.

10.3 Prioritization Process

10.3.1 Prioritization Review

At the last Monthly CMP Systems Meeting before Prioritization, Qwest will facilitate a Prioritization Review including a discussion of all CRs eligible for prioritization in a Major Release. If there are any Industry Guideline CRs eligible for prioritization, Qwest will identify all Industry Guideline CRs that would need to be implemented prior to or in conjunction with such CRs. Qwest will distribute all materials five (5) calendar days prior to the Prioritization Review. The materials will include:

- Agenda
- Summary document of all CRs eligible for prioritization including identification of dependencies (see Appendix A - Sample – IMA 11.0 Rank Eligible CRs)

Both CLECs and Qwest will have appropriate Subject Matter Experts in attendance at the Prioritization Review. The review and discussion meetings are open to all CLECs.

The Prioritization Review objectives are to:

- Allow CLECs and Qwest to discuss eligible OSS Interface or test environment Change Requests by providing specific input as to the relative importance that CLECs, as a group, and Qwest assign to each such Change Request.

10.3.2 Ranking Process

Within three (3) business days following the Monthly CMP Systems Meeting that includes the Prioritization Review, Qwest will distribute the Prioritization Form for ranking. Ranking will be conducted according to the following guidelines:

- Each CLEC and Qwest may submit one completed Prioritization Form. The ranking must be submitted by a Point of Contact. The ranking will be submitted to the Qwest CMP Manager in accordance with the process described in Section 10.3.3 below. Refer to Appendix B: Sample – IMA 11.0 Initial Prioritization Form
- Qwest and each CLEC ranks each Change Request on the Prioritization Form by providing a point value from 1 through n, where n is the total quantity of CRs. The highest point value will be assigned to the CR that Qwest and CLECs wish to be implemented first. The total points will be calculated by the Qwest CMP Manager and the results will be distributed to the CLECs in accordance with the process described in Section 10.3.3 below. Refer to Appendix C : Sample – IMA 11.0 Prioritization List.

10.3.3 Ranking Tabulation Process

CLECs and Qwest who choose to vote must submit their completed Prioritization Form via e-mail, cmpcr@qwest.com, within three (3) business days following Qwest's distribution of the Prioritization Form. Within two (2) business days following the deadline for submission of ranking, Qwest will tabulate all rankings and e-mail the resulting Initial Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting. Prioritization is based on the results of the votes received by the deadline. Based on the outcome of the final ranking of the CR candidates, an Initial Prioritization List is produced.

10.3.4 Ranking of Late Added CRs

For those late added CRs that are eligible for inclusion, as a candidate, in the most recently prioritized Release, the prioritization process will be as follows.

- Within three (3) business days following the Monthly CMP Systems Meeting that resulted in the decision to include the late added CR as a candidate in the recently prioritized Release, Qwest will distribute the late added CR for ranking, along with the initial prioritization.
- Each CLEC and Qwest may submit a suggested rank for the late added CR. The suggested rank will be the number corresponding to the position on the Initial Prioritization List that the CLEC or Qwest believes the late added CR should be inserted.
- CLECs and Qwest who choose to vote must return their suggested rank for the late added CR via e-mail within three (3) business days following Qwest's distribution of the late added CR for ranking.

Within two (2) business days following the deadline for the return of the suggested rank, Qwest will tabulate the results by averaging the returned suggested ranks for the late added CR. Qwest will insert the late added CR into the Initial Prioritization List at the resulting point on the list and will renumber the remaining candidates on the list based on this insertion. Qwest will e-

mail an updated Prioritization List to the CLECs. The results will be announced at the next scheduled Monthly CMP Systems Meeting.

10.3.5 Withdrawal of Prioritized CRs

A CLEC or Qwest may elect to withdraw a CR that has been prioritized for an OSS Interface Release. This process may be invoked at any time between the prioritization process and the commitment for the Release. Qwest will determine its ability to work additional CRs for the Release based upon the timing of the withdrawal request. After commitment, a CLEC or Qwest could request the CR be withdrawn, however, the withdrawal of the CR may not be feasible based upon the development status at the time of the withdrawal request. The process will be as follows:

- The originating CLEC or Qwest will submit an e-mail request to the Qwest CMP Manager, cmpcr@qwest.com, indicating that they wish to withdraw the CR. This e-mail must be sent no later than twenty one (21) calendar days prior to the Monthly CMP Systems Meeting at which the request will be discussed. The written request must contain:
  - the CR number
  - the CR title
  - an explanation of why the originator wishes to withdraw the CR
- Within two (2) business days after receipt of the request to withdraw the CR the CMP Manager will notify, in writing, all of the CLECs that submitted a prioritization ranking. The subject line will note "INTENT TO WITHDRAW PRIORITIZED CR [number]." The notification will include:
  - the CR number
  - the CR title,
  - the ranking that it received from the prioritization,
  - the explanation of why the originator wishes to withdraw the CR
- If a CLEC or Qwest disagrees with the withdrawal of the CR from the Release, they have the option to assume sponsorship of that CR. They may do so by notifying the CMP Manager, cmpcr@qwest.com, in writing of their intent to assume sponsorship of the CR within five (5) business days after the CMP Manager has sent the intent to withdraw e-mail. If the CMP Manager receives no response within five (5) business days, then the CR will be withdrawn. The new status will be reviewed in the next Monthly CMP Systems Meeting.

10.4 Special Change Request Process (SCRP)

In the event that a systems CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in this CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described in this section. In the event that a carrier submits a CR after prioritization and wishes to invoke the SCRP, the originator may elect not to follow the Late Added CR process as defined in Section 10.3.4.

The SCRP does not supercede the process defined in Section 5.0 (Change Request Origination Process).

The foregoing process applies to Qwest and CLEC originated CRs. In the event a CR is submitted through the SCRP, Qwest agrees that it will not divert IT resources available to work on the CMP systems CRs, to support the SCRP request. Qwest will have to apply additional resources to, and track, the additional work required for the CR it seeks to implement through the SCRP.

All time intervals within which a response is required from one Party to another under this section are maximum time intervals. Each Party agrees that it will provide all responses in writing to the other Party as soon as the Party has the information and analysis required to respond, even if the time interval stated herein for a response is not over.

10.4.1 SCRP Request Form

To invoke the SCRP, the CR originator must send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form (See Appendix E)
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

10.4.2 Qwest Acknowledges SCRP Request Receipt with a Confirmation E-mail

Within two (2) business days following receipt of the SCRP request e-mail, Qwest will acknowledge receipt of the complete SCRP request e-mail with a confirmation e-mail and advise the SCRP Requestor of any missing information needed for Qwest to process and analyze the request. When the SCRP request e-mail is complete, the SCRP confirmation e-mail will include:

- Date and time of receipt of complete SCRP request e-mail
- Date and time of SCRP confirmation e-mail
- SCRP title and number
- The name, telephone number and e-mail address of the assigned Qwest manager
- Amount of the non-refundable Processing Fee as specified in Section 10.4.8.

10.4.3 Process Fee Invoice

Within one (1) business day of sending the SCRP confirmation e-mail Qwest will bill the SCRP Requestor a non-refundable Processing Fee as specified in Section 10.4.8 below.

10.4.4 SCRP Review Meeting

Within ten (10) business days after the SCRP confirmation e-mail, Qwest will schedule and hold a review meeting with the SCRP Requestor to review Qwest's analysis of the request.

10.4.5 Preliminary SCRP Quote and Review Meeting

During business and systems requirements analysis, Qwest will review the SCRP request to determine if it has any affinities with CRs packaged for the planned OSS Interface Release. As soon as feasible, but in any case within thirty (30) business days, after receipt of a completed SCRP request form, Qwest will schedule and hold a meeting with the SCRP Requestor to provide and review:

- An estimated Preliminary SCRP quote. The SCRP quote will, at a minimum, include the following information:
  - A description of the work to be performed
  - Estimated Development costs with a cap on cost
  - Targeted Release
  - An estimate of the terms and conditions surrounding the firm SCRP quote. (If the estimate increases before Qwest issues the Firm SCRP Quote, Qwest will communicate the cost increases to the SCRP Requestor.) The SCRP Requestor must comply with payment terms as outlined in Section 10.4.7 before Qwest proceeds with the request.
- An invoice covering the business and systems requirements analysis
  - Payment for this invoice is due no later than thirty (30) calendar days following Qwest's written issuance of the Preliminary SCRP Quote. Qwest will not proceed with further development in support of the SCRP Request until the business and systems analysis and processing invoices are paid.

10.4.5.1 SCRP Requestor Accepts the Preliminary Quote and Decision for Qwest to Proceed

The SCRP Requestor has ten (10) business days, upon receipt of the SCRP quote, to either agree to purchase under the quoted price or cancel the SCRP request.

If the SCRP Requestor accepts the SCRP Preliminary Quote, the SCRP Requestor must send an e-mail to the assigned Qwest manager with the following information:

The subject line of the e-mail message must include:

- "SCRP PRELIMINARY QUOTE ACCEPTED"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Statement accepting SCRP Preliminary Quote, planned OSS Interface Release date, and terms and conditions
- CR originator's name, phone number, and e-mail address

10.4.5.2 SCRP Requestor Asks to Change the SCRP Request

If the SCRP Requestor decides to modify the SCRP request after Qwest provides the preliminary SCRP Quote, the SCRP requestor must submit a written request for change to the assigned Qwest manager. If changes are acceptable to Qwest, Qwest will notify the SCRP Requestor by e-mail within five (5) business days after receipt of such request for a change with a revised preliminary SCRP Quote, if applicable. The SCRP Requestor must inform Qwest, in writing, within five (5) business days, if the modified SCRP quote is acceptable, further changes are required, or the SCRP request is cancelled.

10.4.5.3 SCRP Requestor Cancels the SCRP Request

The last point at which a SCRP Request may be cancelled is at the Monthly CMP Meeting at which Qwest presents the CRs that Qwest has committed to in the Release. Otherwise, the SCRP request will be implemented with the Release and the SCRP Requestor is obligated to pay the full amount of the firm SCRP quote consistent with the payment schedule described below in Section 10.4.7.

10.4.6 Firm SCRP Quote and Review

Qwest will provide the SCRP Requestor a Firm SCRP Quote when Qwest commits CRs to the specific OSS Interface Release.

Qwest will send an e-mail to the SCRP Requestor with the following information:

- The subject line of the e-mail message must include:
  - "FIRM SCRP QUOTE"
  - CR number and title
  - CR originator's company name
- The text of the e-mail message must include:
  - Final SCRP quote and terms and conditions
  - Committed implementation date, or OSS Interface Release
  - Qwest contact name, phone number, and e-mail address

Qwest will schedule and hold a meeting to review the quote no less than ten (10) days following issuance of the Firm SCRP Quote. At this meeting Qwest will review the elements of the Firm Quote and the firm Release Date of the targeted Release.

10.4.7 Payment Schedule

The SCRP Requestor must pay 50% of the Firm SCRP Quote no more than ten (10) calendar days following the scheduled Release date and the remaining 50% of the Firm SCRP Quote within thirty (30) calendar days after the scheduled Release date.

10.4.8 Applicable SCRP Charges

This section describes the different costs for a SCRP request.

- Processing Fee – a one-time flat fee that must be paid within thirty (30) calendar days after the Qwest-SCRP Review meeting to review the SCRP form. This fee is non-refundable and is treated separately from those charges for development and implementation as described under "Charges for the SCRP Request" below.
- Charges for Business and Systems Requirements - These charges include the costs of developing business and systems requirements.
- Charges for the Development of the SCRP Request – These charges, included in the Preliminary and Firm SCRP Quotes, including labor charges, time and capital costs incurred as a result of developing code and performing testing.

11.0 APPLICATION-TO-APPLICATION INTERFACE TESTING

If a CLEC is using an application-to-application interface, the CLEC must work with Qwest to certify the business scenarios that CLEC will be using in order to ensure successful transaction processing in production. If multiple CLECs are using a service bureau provider, the service bureau provider need only be certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified. Qwest and CLEC shall mutually agree to the business scenarios for which CLEC requires certification. Certification will be granted for the specified Release of the application-to-application interface. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel if technically feasible.

New Releases of the application-to-application interface may require re-certification of some or all business scenarios. A determination as to the need for re-certification will be made by the Qwest coordinator in conjunction with the Release Manager of each Release. Notification of the need for re-certification will be provided to CLEC as the new Release is implemented. The suite of re-certification test scenarios will be provided to CLECs with the Final Technical Specifications. If CLEC is certifying multiple products or services, CLEC has the option of certifying those products or services serially or in parallel, if technically feasible. If multiple CLECs are using a service bureau provider, the service bureau provider need only be re-certified for the first participating CLEC; subsequent CLECs using the service bureau provider need not be re-certified.

Qwest provides a separate Customer Test Environment (CTE) for the testing of transaction based application-to-application interfaces for pre-order, order, and maintenance/repair. The CTE will be developed for each Major Release and updated for each Point Release that has changes that were disclosed but not implemented as part of the Major Release. Qwest will provide test files for batch/file interfaces (e.g., billing).

The CTE for Pre-order and Order currently includes:

- Stand Alone Test Environment (SATE)

The CTE for Maintenance and Repair currently includes:

- CMIP Interface Test Environment (MEDIACC)

Qwest provides Initial Implementation Testing, and Migration Testing (from one Release to the next) for all types of OSS Interface Change Requests. Such testing provides the opportunity to test the code associated with those OSS Interface exchange requests. The CTE will also provide the opportunity for regression testing of OSS Interface functionality.

11.1 Testing Process

Qwest will send an industry notification, including testing schedules (see Section 8.0 – Changes to Existing OSS Interfaces), to CLECs so they may determine their intent to participate in the

test. CLECs wishing to test with Qwest must participate in at least one joint planning session and determine:

- Connectivity (required)
- Progression Testing (required)
- Controlled Production Testing (required)
- Production Turn-up (required)
- A test schedule (required) that reflects agreed upon dates for phases

A joint CLEC-Qwest test plan may also include some or all of the following based on type of testing requested:

- Requirements Review
- Test Data Development

Qwest will communicate any agreed upon changes to the test schedule. CLECs are responsible for establishing and maintaining connectivity to the CTE.

The CLEC should, in general, experience response times similar to production provided a CLEC uses the same software components and similar connectivity configuration in its test environment that it does in production. This environment is not intended for volume testing. The CTE contains the appropriate applications for pre-ordering and Local Service Request (LSR) ordering, including the service order processor. Production code problems identified in the test environment will be resolved by using the Production Support process as outlined in Section 12.0.

12.0 PRODUCTION SUPPORT

12.1 Notification of Planned Outages

Planned Outages are reserved times for scheduled maintenance to OSS Interfaces. Qwest sends associated notifications to all CLECs. Planned Outage Notifications must include:

- Identification of the subject OSS Interface
- Description of the scheduled OSS Interface maintenance activity
- Impact to the CLECs (e.g., geographic area, products affected, system implications, and business implications)
- Scheduled date and scheduled start and stop times
- Work around, if applicable
- Qwest contact for more information on the scheduled OSS Interface maintenance activity

Planned Outage Notifications will be sent to CLECs and appropriate Qwest personnel no later than two (2) calendar days after the scheduling of the OSS Interface maintenance activity.

12.2 Newly Deployed OSS Interface Release

Following the Release Production Date of an OSS Interface change, Qwest will use production support procedures for maintenance of software as outlined below. Problems encountered by the user will be reported, if at all, to the IT Wholesale Systems Help Desk (IT Help Desk). Qwest will monitor, track, and address troubles reported by CLECs or identified by Qwest. Problems reported will be known as IT Trouble Tickets.

A week after the deployment of an IMA Release into production, Qwest will host a conference call with the CLECs to review any identified problems and answer any questions pertaining to the newly deployed software. Qwest will follow this CMP for documenting the meeting as described in Section 3.2. Issues will be addressed with specific CLECs and results/status will be reviewed at the next Monthly CMP Systems Meeting.

12.3 Request for a Production Support Change

The IT Help Desk supports CLECs who have questions regarding connectivity, outputs, and system outages. The IT Help Desk serves as the first point of contact for reporting trouble. If the IT Help Desk is unable to assist the CLEC, it will refer information to the proper Subject Matter Expert, also known as Tier 2 or Tier 3 support, who may call the CLEC directly. Often, however, an IT Help Desk representative will contact the CLEC to provide information or to confirm resolution of the trouble ticket.

Qwest will assign each CLEC generated and Qwest generated IT Trouble ticket a Severity Level 1 to 4, as defined in Section 12.5. Severity 1 and Severity 2 IT trouble tickets will be implemented immediately by means of an emergency Release of process, software or documentation (known as a Patch). If Qwest and CLEC deem implementation is not timely, and a work around exists or can be developed, Qwest will implement the work around in the interim. Severity 3 and Severity 4 IT trouble tickets may be implemented when appropriate taking into

consideration upcoming Patches, Major Releases and Point Releases and any synergies that exist with work being done in the upcoming Patches, Major Releases and Point Releases.

Qwest will attempt to make a software patch when the system is not working as defined in the technical specifications and/or the GUI systems documentation (excluding PCAT documentation), and issue an event notification clearly defining the change.

If Qwest determines that a software patch is not feasible, and/or Qwest or any CLEC identifies a Patch Release of software or related systems documentation changes that may impact CLEC production coding, Qwest will issue an event notification, initiate a Technical Escalation, and request a joint meeting between Qwest and the CLECs in order to discuss the particular Patch Release. Qwest will notify CLECs of the joint meeting in which Qwest will review the Patch Release, the proposed solution, and the variables which affect the resolution. In all instances, these joint meetings are exempt from the five (5) business day advance notification requirement described in Section 3.0.

At this joint meeting, Qwest and the impacted CLECs will discuss how the pending Patch Release will affect their code. Qwest and the impacted CLECs will discuss any potential resolution options and implementation timeframes. In the event that agreement cannot be reached between Qwest and the impacted CLECs regarding the type of Patch Release to be implemented, the parties will attempt to negotiate an appropriate workaround.

The first time a trouble is reported by Qwest or CLEC, the Qwest IT Help Desk will assign an IT Trouble Ticket tracking number, which will be communicated to the CLEC at the time the CLEC reports the trouble. The affected CLEC(s) and Qwest will attempt to reach agreement on resolution of the problem and closing of the IT Trouble Ticket. If no agreement is reached, any party may use the Technical Escalation Process, http://www.qwest.com/wholesale/systems/productionsupport.html. When the IT Trouble Ticket has been closed, Qwest will notify CLECs with one of the following disposition codes:

- No Trouble Found – to be used when Qwest investigation indicates that no trouble exists in Qwest systems.
- Trouble to be Resolved in Patch – to be used when the IT Trouble Ticket will be resolved in a Patch. Qwest will provide a date for implementation of the Patch. This is typically applied to Severity 1 and Severity 2 troubles, although Severity 3 and Severity 4 troubles may be resolved in a Patch where synergies exist.
- CLEC Should Submit CMP CR – to be used when Qwest's investigation indicates that the System is working pursuant to the Technical Specifications (unless the Technical Specifications are incorrect), and that the IT Trouble Ticket is requesting a systems change that should be submitted as a CMP CR.
- Resolved – to be used when the IT Trouble Ticket investigation has resolved the trouble.

If Qwest has identified the source of a problem for a Severity 3 or Severity 4 IT Trouble Ticket but has not scheduled the problem resolution, Qwest may place the trouble ticket into a "Date

TBD" status, but will not close the trouble ticket. Once a trouble ticket is placed in "Date TBD" status, Qwest will no longer issue status notifications for the trouble ticket. Instead, Qwest will track "Date TBD" trouble tickets and report status of these trouble tickets on the CMP Web site and in the Monthly CMP Systems Meeting. When a "Date TBD" trouble ticket is scheduled to be resolved in a Patch, Release or otherwise, Qwest will issue a notification announcing that the trouble ticket will be resolved and remove the trouble ticket from the list reported on the CMP Web site and in the Monthly CMP Systems Meeting.

For "Date TBD" trouble tickets, either Qwest or a CLEC may originate a Change Request to correct the problem. (See Section 5.0 for CR Origination.) If the initiating party knows that the CR relates to a trouble ticket, it will identify the trouble ticket number on the CR.

Instances where Qwest or CLECs misinterpret Technical Specifications and/or business rules must be addressed on a case-by-case basis. All parties will take all reasonable steps to ensure that any disagreements regarding the interpretation of a new or modified OSS Interface are identified and resolved during the change management review of the Change Request.

12.4 Reporting Trouble to IT

Qwest will open a trouble ticket at the time the trouble is first reported by CLEC or detected by Qwest. The ITWSHD Tier 1 will communicate the ticket number to the CLEC at the time the trouble is reported. Once a trouble ticket is opened at the ITWSHD, a CLEC or Qwest may request that the Event Notification process begin on the ticket as described in section 12.6.

If a ticket has been opened, and subsequent to the ticket creation, CLECs call in on the same problem, and the ITWSHD recognizes that it is the same problem, a new ticket is not created. The ITWSHD documents each subsequent call in the primary IT trouble ticket.

If one or more CLECs call in on the same problem, but it is not recognized as the same problem, one or more tickets may be created. When the problem is recognized as the same, one of the tickets becomes the primary ticket, and the other tickets are linked to the primary ticket. The ITWSHD provides the primary ticket number to other reporting CLECs. A CLEC can request its ticket be linked to an already existing open IT ticket belonging to another CLEC. When the problem is closed, the primary and all related tickets will be closed.

12.4.1 Systems Problem Requiring a Workaround

If a CLEC is experiencing problems with Qwest because of a system "issue", the CLEC will report the trouble to the ITWSHD. The ITWSHD will create a trouble ticket as outlined above.

The ITWSHD Tier 1 will refer the ticket to the IT Tier 2 or 3 resolution process. If, during the resolution process, the Tier 2 or 3 resolution team determines that a workaround is required ITWSHD (with IT Tier 2 or 3 on the line, as appropriate) will contact the CLEC to develop an understanding of how the problem is impacting the CLEC. If requested and available, the CLEC will provide information regarding details of the problem, e.g., reject notices, LSRs, TNs or circuit numbers. Upon understanding the problem, the IT Tier 1 agent, with the CLEC on the line, will contact the ISC Help Desk and open a Call Center Database Ticket. The IT Tier 2 or 3

resolution team along with the WSD Tier 2 team, and other appropriate SMEs, (Resolution Team) will develop a proposed work around. The WSD Tier 2 team will work collaboratively with the CLEC(s) reporting the issue to finalize the work around. The ITWSHD will provide the CLEC and the WSD Tier 2 team with the IT Trouble Ticket number in order to cross-reference it with the Call Center Database Ticket. The ITWSHD will also record the Call Center Database Ticket number on the IT Trouble Ticket. The CLEC will provide both teams with primary contact information. If the CLEC and Qwest cannot agree upon the work around solution, the CLEC can use either the Technical Escalation process or escalate to the WSD Tiers, as appropriate. Qwest will use its best efforts to retain the CLEC's requested due dates, regardless of whether a work around is required.

12.5 Severity Levels

Severity level is a means of assessing and documenting the impact of the loss of functionality to CLEC(s) and impact to the CLEC's business. The severity level gives restoration or repair priority to problems causing the greatest impact to CLEC(s) or its business.

Guidelines for determining severity levels are listed below. Severity level may be determined by one or more of the listed bullet items under each Severity Level (the list is not exhaustive). Examples of some trouble ticket situations follow. Please keep in mind these are guidelines, and each situation is unique. The IT Help Desk representative, based on discussion with the CLEC, will make the determination of the severity level and will communicate the severity level to the CLEC at the time the CLEC reports the trouble. If the CLEC disagrees with the severity level assigned by the IT Help Desk personnel, either on the initial call or at any time while the ticket is open, a CLEC may request the ITWSHD to change the severity level, identifying the reason for the change in severity. If Qwest questions the validity of the change in severity, Qwest will contact the CLEC Severity Escalation Contact who raised the severity for clarification.

Severity 1: Critical Impact

- Critical.
- High visibility.
- A large number of orders or CLECs are affected.
- A single CLEC cannot submit its business transactions.
- Affects online commitment.
- Production or cycle stopped – priority batch commitment missed.
- Major impact on revenue.
- Major component not available for use.
- Many and/or major files lost.
- Major loss of functionality.
- Problem can not be bypassed.
- No viable or productive work around available.

Examples:

- Major network backbone outage without redundancy.
- Environmental problems causing multiple system failures.
- Large number of service or other work order commitments missed.
- A Software Defect in an edit which prevents any orders from being submitted.

Severity 2: Serious Impact

- Serious
- Moderate visibility
- Moderate to large number of CLECs, or orders affected
- Potentially affects online commitment
- Serious slow response times
- Serious loss of functionality
- Potentially affects production – potential miss of priority batch commitment
- Moderate impact on revenue
- Limited use of product or component
- Component continues to fail. Intermittently down for short periods, but repetitive
- Few or small files lost
- Problems may have a possible bypass; the bypass must be acceptable to CLECs
- Major access down, but a partial backup exists

Examples:

- A single company, large number of orders impacted
- Frequent intermittent logoffs
- Service and/or other work order commitments delayed or missed

Severity 3: Moderate Impact

- Low to medium visibility
- Low CLEC, or low order impact
- Low impact on revenue
- Limited use of product or component
- Single CLEC device affected
- Minimal loss of functionality
- Problem may be bypassed; redundancy in place. Bypass must be acceptable to CLECs
- Automated workaround in place and known. Workaround must be acceptable to CLECs

Example:

- Hardware errors, no impact yet

Severity 4: Minimal Impact

- Low or no visibility
- No direct impact on CLEC

- Few functions impaired
- Problem can be bypassed; bypass must be acceptable to CLECs
- System resource low; no impact yet
- Preventative maintenance request

Examples:

- Misleading, unclear system messages causing confusion for users
- Device or software regularly has to be reset, but continues to work

12.6 Status Notification for IT Trouble Tickets

There are two types of status notifications for IT Trouble Tickets:

- Target Notifications: for tickets that relate to only one reporting CLEC – Target Notifications may be communicated by direct phone calls
- Event Notifications: for tickets that relate to more than one CLEC or for reported troubles that Qwest believes will impact more than on e CLEC
- Event Notifications are sent by Qwest to all CLECs who subscribe to the IT Help Desk. Event Notifications will include ticket status (e.g., open, no change, resolved) and as much of the following information as is known to Qwest at the time the notification is sent:
  - Description of the problem
  - Impact to the CLECs (e.g., geographic area, products affected, business implications, other pertinent information available)
  - Estimated resolution date and time if known
  - Resolution if known
  - Severity level
  - Trouble ticket number(s), date and time
  - Work around if defined, including the Call Center Database Reference Ticket number
  - Qwest contact for more information on the problem
  - System affected
  - Escalation information as available

Both types of notifications will be sent to the CLECs and appropriate Qwest personnel within the time frame set forth in the table below and will include all related system trouble ticket number(s).

12.7 Notification Intervals

Qwest will distribute notifications during the IT Help Desk normal hours of operation (Monday-Friday 6:00 a.m. - 8:00 p.m. (MT) and Saturday 7:00 a.m. - 3:00 p.m. MT). Qwest will continue to work severity 1 problems outside of Help Desk hours of operation, and will communicate with the CLEC(s) as needed. A severity 2 problem may be worked outside the IT Help Desk normal hours of operation on a case-by-case basis.

Notification Intervals are based on the severity level of the ticket, the ticket's Disposition code (e.g., Initial, Update, Closure, etc.), and status changes.

The chart below indicates the response intervals a CLEC can expect to receive after reporting a trouble ticket to the IT Help Desk. Beginning with the issue's immediate acceptance as multi-CLEC impacting issue, Qwest will create and distribute the Initial notification.

Severity Level of Ticket	Response Interval for Status Changes	Response Interval for No Status Changes		Notification Interval upon Resolution
1	Within 1 hour	1 hour		Within 1 hour
2	Within 1 hour	1 hour		Within 1 hour
3	Within 4 hours	Workaround Provided	None. Only status ***changes*** will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	4 hours	
4	Within 24 hours	Workaround Provided	None. Only status ***changes*** will be communicated when a workaround is provided.	Within 4 hours
		No Workaround Provided	Every 48 hours.	

"Notification Interval for Any Change in Status" means that a notification will be sent out within the time specified from the time a change in status occurs. Qwest will provide updates to those notifications that do not have a workaround until a workaround is established to inform the CLEC that a the issue is still under investigation. Qwest will not issue Updates when Qwest has provided a Workaround, but no change in status has occurred. "Notification Interval upon Resolution" means that a notification will be sent out within the time specified from the resolution of the problem.

12.8 Process Production Support

Process troubles encountered by CLECs will be reported, if at all, to the Customer Service Inquiry and Education Center (CSIE) (Tier 1). In some cases the Qwest Service Manager (Tier 2) may report the CLEC trouble to the CSIE. Tier 1 (CSIE) will open a call center database ticket for all reported troubles.

12.8.1 Reporting Trouble to the ISC

The CSIE (Tier 1) serves as the first point of contact for reporting troubles that appear process related. Qwest has five Tiers in Wholesale Service Delivery (WSD) for process Production Support. References to escalation of process Production Support issues means escalation to one of these five Tiers. Contact information is available through the Service Manager (Tier 2). The Tiers in WSD are as follows:

- Tier 1 – Customer Service Inquiry and Education (CSIE), CSIE Center Coaches and Team Leaders, Process Specialist
- Tier 2 - Service Manager
- Tier 3 – Senior Service Manager
- Tier 4 – Service Center Director
- Tier 5 – Service Center Senior Director

A CLEC may, at any point, escalate to any of the five Tiers.

If a CLEC is experiencing troubles with Qwest because of a process issue, the CLEC will report the trouble to Tier 1. Tier 1 will have the responsibility to resolve the trouble including determining whether the trouble is a process or systems issue. To facilitate this determination, upon request, the CLEC will provide, by facsimile or e-mail, documentation regarding details of the trouble, e.g., reject notices, LSRs, TNs or circuit numbers if available. Tier 1 will create a call center database ticket with a two (2) hour response commitment ("out in 2 hour" status), and provide the ticket number to the CLEC. If the trouble is a process issue, Tier 1 will notify the process specialist. The process specialist will notify all appropriate centers of the reported trouble and current status. If Tier 1 determines that the trouble is a systems issue, they will follow the process described in Section 12.8.4. Tier 1 will be responsible to work with all appropriate Qwest personnel to resolve the ticket to closure.

The reporting CLEC(s) and Qwest will attempt to reach agreement on resolution of the trouble. This resolution includes identification of processes to handle affected orders reported by the CLEC and orders affected but not reported. If Qwest and the CLEC determine that the trouble can be resolved in a timely manner, Qwest will status the CLEC every 2 hours by telephone, unless otherwise agreed, until the trouble is resolved to the CLEC's satisfaction. If, at any point, the parties conclude that they are unable to resolve the trouble in a timely manner, the CLEC and Qwest will proceed to develop a work around, as described below. At any point, the reporting CLEC may elect to escalate the issue to a higher Tier.

Except in a work around situation, see Section 12.8.3, once the trouble is resolved and all affected orders have been identified and processed, Qwest will seek CLEC agreement to close the ticket(s). If agreement is not reached, Qwest will leave the ticket open, so the CLEC may escalate as needed. When the CLEC escalates the issue, Qwest will promptly update the ticket indicating the ticket has been escalated. If the CLEC does not escalate within 24 hours, Qwest may close the ticket.

After ticket closure, if the CLEC indicates that the issue is not resolved, the CLEC contacts Tier 2 and refers to the applicable ticket number. Tier 2 reviews the closed ticket and will work with Tier 1 to open a new ticket, and cross-reference the closed ticket. The CLEC may also contact Tier 1 directly to open a new ticket and escalate as needed.

Qwest will use its best efforts to retain the CLEC's requested due dates.

12.8.2 Multiple Tickets

If one or more CLECs call in multiple tickets, but neither the CLECs nor Qwest recognize that the tickets stem from the same trouble, one or more tickets may be created.

Qwest will attempt to determine if multiple tickets are the result of the same process trouble. Also, after reporting a trouble to Tier 1, a CLEC may determine that the same problem exists for multiple orders and report the association to Tier 1. In either case, when the association is identified, Tier 1 will designate one ticket per CLEC as a primary ticket, cross-reference that CLEC's other tickets to its primary ticket and provide the primary ticket number to that CLEC. Tier 1 will advise the appropriate centers, other appropriate Tier 1 representatives and applicable Service Managers (Tier 2) of the issue.

Once a primary ticket is designated for a CLEC, the CLEC need not open additional trouble tickets for the same type of trouble. Any additional trouble of the same type encountered by the CLEC may be reported directly to Tier 2 with reference to the primary ticket number.

Qwest will also analyze the issue to determine if other CLECs are impacted by the trouble. If other CLECs are impacted by the trouble, within 3 business hours after this determination, Tier 1 will advise the call handling center,and Service Managers (Tier 2) of the issue and the ticket number for the initial trouble ticket (Reference Ticket). At the same time, Qwest will also communicate information about the trouble, including the Reference Ticket number, to the impacted CLECs through the Event Notification process, as described in Section 12.6. If other CLECs experience a trouble that appears related to the Reference Ticket, the CLECs will open a trouble ticket with Tier 1 and provide the Reference Ticket number to assist in resolving the trouble.

12.8.3 Work Arounds

The reporting CLEC(s) and Qwest will attempt to reach agreement on whether a workaround is required and, if so, the nature of the work around. For example, a work around will provide a means to process affected orders reported by the CLEC, orders affected but not reported, and any new orders that will be impacted by the trouble. If no agreement is reached, the CLEC may escalate through the remaining Tiers.

If a work around is developed, Tier 1 will advise the CLEC(s), the call handling center and the Service Manager (Tier 2) of the work around and the Reference Ticket number. Tier 1 will communicate with the CLEC(s) during this affected order processing period in the manner and according to the notification timelines established in Section 12.8.1. After the work around has been implemented, Tier 1 will contact the CLECs who have open tickets to notify them that the work around has been implemented and seek concurrence with the CLECs that the call center

database tickets can be closed. The closed Reference Ticket will describe the work around process. The work around will remain in place until the trouble is resolved and all affected orders have been identified and processed.

Once the work around has been implemented, the associated tickets are closed. After ticket closure, CLEC may continue to use the work around. If issues arise, CLEC may contact Tier 1 , identifying the Reference Ticket number. If a different CLEC experiences a trouble that appears to require the same work around, that CLEC will open a call center database ticket with Tier 1 and provide the Reference Ticket number for the work around.

12.8.4 Transfer Issue from WSD to ITWSHD

CLECs may report issues to the CSIE (Tier 1) that are later determined to be systems issues. Once Tier 1 determines that the issue is the result of a system error, Tier 1 will contact the CLEC and ask if the CLEC would like Tier 1 to contact the ITWSHD to report the system trouble. If the CLEC so requests, the Tier 1 representative will contact the ITWSHD, report the trouble and communicate the call center database ticket to the ITWSHD representative with the CLEC on the line. The ITWSHD representative will provide the CLEC and the WSD representative with the IT Trouble Ticket number. The IT Trouble Ticket will be processed in accordance with the Systems Production Support provisions of Section 12.0.

12.9 Communications

When IT Trouble Tickets are open regarding the same trouble, the IT and WSD organizations will communicate as follows. The WSD Tier 1 will be informed of the status of IT Trouble Tickets through ITWSHD system Event Notifications. Additionally, WSD Tier 1 has direct contact with the ITWSHD as a participant on the Resolution Team, as necessary. System trouble and information pertinent to ongoing resolution of the trouble will be made available via the external Event notification website found at URL: http://www.qwest.com/wholesale/systems/eventnotifications/.

13.0 TRAINING

Qwest will incorporate all substantive changes to existing Graphical User Interfaces (GUI), including the introduction of new GUI, into CLEC training programs. Qwest will execute CLEC training for pre-order, ordering, billing, and maintenance and repair GUIs.

13.1 Introduction of a New GUI

Qwest will include a CLEC training schedule with the Initial Release Notification for the introduction of a new GUI issued in accordance with the interval specified in Section 7.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production Date. Web based training will remain available for the life of the Release.

13.2 Changes to an Existing GUI

Qwest will include a CLEC training schedule with the Draft Release Notes issued for a change to an existing GUI in accordance with the interval specified in Section 8.0. Qwest will make available CLEC training beginning no less than twenty-one (21) calendar days prior to the Release Production date. Web based training will remain available for the life of the Release.

CEMR training will not be available before the Release Production Date but will be conducted for ninety (90) days in the live environment after the Release Production date.

13.3 Product and Process Introductions and Changes

Qwest may offer CLEC training for product and process introductions and changes based on the complexity of the introduction or change. This training is offered in many forms, but is most commonly offered in the following delivery methods: Web-based, instructor-led, job aids, or conference calls.

14.0 ESCALATION PROCESS

14.1 Guidelines

- The Escalation Process will include items that are defined as within the CMP scope.
- The decision to escalate is left to the discretion of the CLEC, based on the severity of the missed or unaccepted response/resolution.
- Escalations may also involve issues related to CMP itself, including the administration of this CMP.
- The expectation is that escalation should occur only after Change Management procedures have occurred per this CMP.

14.2 Cycle

Item must be formally escalated through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternatively, the issue may be escalated by sending an e-mail to the Qwest CMP escalation e-mail address cmpesc@qwest.com.

- Subject line of the escalation e-mail must include:
  - CLEC Company name
  - "ESCALATION"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must enclose appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following must be provided:
  - Description of item being escalated
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - CLEC may request that impacted activities be stopped, continued or an interim solution be established.
- Qwest will acknowledge receipt of the complete escalation e-mail with an acknowledgement of the e-mail no later than the close of business of the following business day. If the escalation e-mail does not contain the preceding specified information Qwest will notify the CLEC by the close of business on the following business day, identifying and requesting information that was not originally included.
- When the escalation e-mail is complete, the acknowledgement e-mail will include:
  - Date and time of escalation receipt
  - Date and time of acknowledgement e-mail
  - Name, phone number and e-mail address of the Qwest Director, or above, assigned to the escalation.
- Qwest will post escalated issue and any associated responses on the CMP Web site within one (1) business day of receipt of the complete escalation or response.

- Qwest will give notification that an escalation has been requested via the Industry Mail Out process
- Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, http://www.qwest.com/wholesale/cmp/escalations.html, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to cmpesc@qwest.com within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."
- If Qwest determines a CLEC meeting is needed to further discuss the escalation, and upon agreement by the originating CLEC, Qwest will also invite the CLECs that chose to participate in the escalation. The meeting will not require 5 day advance notification due to the escalation time constraints. Meeting minutes will be distributed to meeting participants as identified under Section 3.2 and will be posted as part of the Escalation. (Referring to 3.2 in this section, does not imply that the absence of a reference to 3.2 in any other section impacts the provision that Qwest will record and distribute meeting minutes, unless otherwise noted in this CMP, pursuant to section 3.2.)
- Qwest will respond to the originating CLEC and copy the participating CLECs, with a binding position e-mail including supporting rationale as soon as practicable, but no later than:
  - For escalated CRs, seven (7) calendar days after sending the acknowledgment e-mail,.
  - For all other escalations, fourteen (14) calendar days after sending the acknowledgment e-mail.
- The escalating CLEC will respond to Qwest within seven (7) calendar days with a binding position e-mail.
- When the escalation is closed, the resolution will be subject to this CMP

15.0 DISPUTE RESOLUTION PROCESS

CLECs and Qwest will work together in good faith to resolve any issue brought before this CMP. In the event that an impasse issue develops, a party may pursue the dispute resolution processes set forth below:

- Item must be formally identified through the CMP Web site, http://www.qwest.com/wholesale/cmp/escalations_dispute.html. Alternately, a party may send an e-mail to the Qwest CMP Dispute Resolution e-mail address, cmpdisp@qwest.com. Subject line of the e-mail must include:
  - CLEC Company name
  - "Dispute Resolution"
  - Change Request (CR) number and status, if applicable
- Content of e-mail must include appropriate supporting documentation, if applicable, and to the extent that the supporting documentation does not include the following information, the following:
  - Description of item
  - History of item
  - Reason for Escalation
  - Business need and impact
  - Desired CLEC resolution
  - CLEC contact information including Name, Title, Phone Number, and e-mail address
  - Qwest will acknowledge receipt of the complete Dispute Resolution e-mail within one (1) business day
- Qwest or any CLEC may suggest that the issue be resolved through an Alternative Dispute Resolution (ADR) process, such as arbitration or mediation using the American Arbitration Association (AAA) or other rules. If the parties agree to use an ADR process and agree upon the process and rules to be used, including whether the results of the ADR process are binding, the dispute will be resolved through the agreed-upon ADR process.
- Without the necessity for a prior ADR Process, Qwest or any CLEC may submit the issue, following the commission's established procedures, with the appropriate regulatory agency requesting resolution of the dispute. This provision is not intended to change the scope of any regulatory agency's authority with regard to Qwest or the CLECs.

This process does not limit any party's right to seek remedies in a regulatory or legal arena at any time.

16.0 EXCEPTION PROCESS

Qwest and CLECs recognize the need to allow occasional exceptions to this CMP described herein. Extenuating circumstances affecting Qwest or the CLECs may warrant deviation from this CMP. An exception request will be addressed on a case-by-case basis where Qwest and CLECs may decide to handle the exception request outside of the established CMP. An exception request must be presented to the CMP community for acceptance in accordance with this section to determine if the request shall be treated as an exception.

16.1 Exception Initiation and Acknowledgement

If Qwest or a CLEC wishes that any request within the scope of CMP be handled on an exception basis, the party who makes such a request will issue an exception request ("Exception Request"). Exception Requests will be submitted in one of two ways:

- If the request pertains to a single, previously submitted, open CR, the Exception Requestor must follow the process described in Section 16.1.1.
- If the Exception Request is not currently addressed in a single, previously submitted, open CR or if the request involves two or more previously submitted, open CRs, the Exception Requestor must complete a CR form and e-mail it to the CMP Manager, cmpcr@qwest.com. The Exception Requestor must complete the following sections of the CR form: date submitted, company, originator, proprietary (if applicable), optional available dates/times for meetings, area of request, description of exception requested. The description of the exception must contain the information listed in Section 16.1.1.

16.1.1 Requestor Submits an Exception Request

If the Exception Request pertains to a previously submitted CR, the Exception Requestor must send an e-mail to the CMP Manager, cmpcr@qwest.com, with "EXCEPTION" in the subject line. The text of the request must contain the following information:

- Change Request number(s) of an existing Change Request(s) or a completed Change Request form (See Section 5.0)
- Description of the request with good cause for seeking an exception
- A clear statement outlining the course of action the Exception Requestor wishes parties to follow and the desired outcome, if the Exception Request is granted (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- Whether the Requestor wishes to have the request considered at the next Monthly CMP Meeting, or requests an Exception Call/Meeting pursuant to Section 16.2 prior to the next Monthly CMP Meeting
- If a CLEC requests an Exception Call/Meeting, the CLEC should indicate whether it desires a pre-meeting with Qwest, including the CLEC's desire to have certain Qwest subject matter experts attend the pre-meeting and/or Exception Call/Meeting.

16.1.2 Tracking of an Exception Request

Exception Requests will be identified by adding the suffix "EX" to the CR number. If an Exception Request references existing CRs, and the Exception Request is granted, the CR numbers of the referenced CRs will then be modified to include the "EX" suffix.

Within one (1) business day after receipt of an Exception Request, Qwest's CMP Manager will acknowledge receipt of the Exception Request by e-mail to the Requestor. The CMP Manager will include in the acknowledgement an indication of whether an Exception Call/Meeting will be scheduled. If an Exception Call/Meeting is not requested, the Exception change request will be presented to the CMP community as described in Section 16.3 below. The acknowledgement will also include the CR or tracking number.

16.2 Exception Notification

Within three (3) business days after receipt of the request, if an Exception Call/Meeting is requested, the CMP Manager will issue a notification to the CMP community for an Exception Call/Meeting (the "Exception Notification"). The Exception Call/Meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than seven (7) business days after issuance of the Exception Notification.

The subject line of the Exception Notification must include:

- "EXCEPTION NOTIFICATION"

The content of the Exception Notification will include:

- Requestor
- Logistics for Exception Call/Meeting
- Agenda
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation
- Primary contact information
- A clear statement that a decision is required to accept, or decline this request as an Exception during this Exception Call/Meeting.
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available.

16.2.1 Pre-Meeting

The pre-meeting shall be held on a date agreed to by the Requestor, provided that it shall not be held less than two (2) business days after issuance of the Exception Notification. Qwest shall conduct the pre-meeting with the Exception Requestor, any CLECs that wish to participate, Qwest SMEs, and specially requested Qwest personnel, or their equivalents. In all instances, the pre-meeting is exempt from the five (5) business day advance notification requirement described in Section 3.0. The purpose of the pre-meeting is to enable Qwest and CLECs to discuss options for

the vote, determine the additional SMEs to invite to the Exception Call/Meeting, and develop a clear statement delineating what "Yes" and "No" votes will mean.

No later than three (3) business days following the pre-meeting, Qwest will distribute an Exception Voting Notification. The subject line of the notification will contain:

- "PRE-MEETING RESULTS – VOTING INSTRUCTIONS"

The body of the notification will contain:

- A clear statement outlining the course of action parties will follow if the Exception Request is granted
- A description of any modifications to the Exception Request made during the pre-meeting
- A clear statement delineating what "Yes" and "No" votes will mean
- Logistics for the Exception Meeting or the Monthly CMP Meeting, at which the vote will be held
- Logistics for additional pre-meetings, if applicable

16.2.2 Conduct Exception Call/Meeting

Qwest will conduct the Exception call/meeting to allow the Requestor to clarify the Exception Request. The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

Qwest will write, distribute and post minutes as part of the Exception Request Disposition Notification no later than five (5) business days after the Exception Call/Meeting. The minutes will include the disposition and schedule of the implementation of the Exception Request.

16.3 Notification of Exception Request Discussion and Vote at Upcoming Monthly CMP Meeting

If an Exception Requestor desires that the vote be taken at the next Monthly CMP Meeting, the Exception Request must be submitted no later than thirteen (13) business days prior to that Monthly CMP Meeting. If an Exception Call/Meeting is not requested by the Exception Requestor, within three (3) business days after receipt of the request Qwest will notify the CLECs by e-mail that an Exception Request has been received by the CMP Manager.

The subject line of the notification must include:

- "EXCEPTION NOTIFICATION"

The notification content shall include:

- Requestor
- Change Request number on which the exception is sought
- Description of the request with good cause for seeking an exception
- Desired outcome (e.g., timeframe or targeted release)
- Supporting documentation

- A clear statement that this request will be discussed and a decision is required to accept, or decline this request as an Exception, at the upcoming Monthly CMP Meeting
- Logistics for a pre-meeting, in accordance with Section 16.2.1
- An initial assessment from Qwest regarding the impact if the Exception Request is granted, if available

16.3.1 Discussion and Vote Taken at the Monthly CMP Meeting

If an Exception Call/Meeting is not requested, Qwest will note on the agenda of the next Monthly CMP Meeting that an Exception Request has been submitted, and that a decision is required to accept or decline this request as an Exception. Qwest will include the Exception Request and supporting documentation as part of the Monthly CMP Meeting distribution package.

The Exception Requestor shall present the request and provide good cause as to why such a request should be treated as an exception. Qwest and CLECs present will be given the opportunity to comment on the request. Discussion may also include substantive issues and potential solutions, and schedules for subsequent activities (e.g., meeting, deliverables, milestones, and implementation dates). After the discussion, Qwest will conduct a vote as described in Section 16.4.

16.4 Vote on Exception Request

A vote on whether an Exception Request will be handled on an exception basis will take place at the Exception Call/Meeting, if one is held (See Section 16.2.2). If an Exception Call/Meeting is not held, the vote will be taken at the Monthly CMP Meeting (See Section 16.3.1). The standards for determining whether a request will be handled on an exception basis are as follows:

- If the Exception Request is for a general change to the established CMP timelines for Product/Process changes, a two-thirds majority vote will be required unless Qwest or a CLEC demonstrates, with substantiating information, that one of the criteria for denial set forth in Section 5.3 is applicable. If one of the criteria for denial is applicable, the request will not be treated as an exception.
- If the Exception Request is for a Systems change or seeks to alter any part of this CMP (other than a particular instance of a Product/Process timeline change), a unanimous vote will be required.

Voting will be conducted pursuant to Section 17.0.

Any party that disagrees with results of a vote may initiate dispute resolution pursuant to the CMP Dispute Resolution provisions.

16.5 Exception Request Disposition Notification

Qwest will issue a disposition notification, including meeting minutes, within five (5) business days after the close of the Exception Call/Meeting, or the Monthly CMP Meeting, at which the vote was taken. The disposition notification will be posted on the Web site.

16.6 Processing of the Exception Disposition

If the outcome of the vote is to grant the Exception Request, then Qwest may proceed with the agreed to disposition. If the outcome of the vote is not to treat the proposed change as an Exception, the originator may withdraw the Exception designation and continue to pursue its

change under the established CMP. The originator of the change may also withdraw the change and discontinue pursuit of the requested change.

17.0 VOTING

When a vote is called, Qwest and CLECs will follow the procedures described below, unless otherwise specified in this CMP.

The Qwest CMP Manager will schedule and hold a discussion call/meeting (if not pursuant to a Monthly CMP Meeting), issue an agenda with any supporting material, and conduct the vote as described below on the open issue. The agenda will be distributed and posted on the web site in advance of the call/meeting as also described below.

The results of the vote will be published, using the voting tally form (refer to Appendix F).

A total of 51% or more of the votes in favor of (or against) a proposal shall constitute a Majority in this CMP.

The standard for the determination of all issues put to a vote under this CMP is the decision of the Majority, except where a different voting standard is expressly stated in this CMP for a particular issue.

17.1 Voter

A Voter is any of the POCs designated under Section 2.2. Additionally, any CLEC POC may designate another member of its company or a third party as an interim POC to vote, for a specific vote, in the absence of the primary, secondary, and tertiary POCs. A third party vote must be accompanied by one of the following two valid forms of documentation (e-mail authorization or Letter of Authorization (LOA)). The e-mail must be sent to the CMP Manager, cmpcr@qwest.com, no later than two (2) hours before the meeting at which the vote will take place. The interim POC may provide an LOA to Qwest at the meeting, prior to the vote.

If an e-mail or LOA is provided to designate a third party interim POC, it must contain the following information in the subject line of the e-mail:

- "Voting Proxy"

The body of the e-mail or LOA must contain the following information:

- CLEC Name
- Third Party Company Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- Signature of authorizing Carrier (LOA only)

If a meeting is scheduled for a vote but a vote is not taken, e-mailed designations or LOAs will be discarded.

17.2 Participation in the Vote

Any Carrier that is authorized to provide local services in any one of Qwest's 14-state region may qualify as a Voter.

A Voter may participate in the vote in person, over the phone, or via e-mail ballot, as described in Section 17.4.3.

17.2.1 A Carrier is Entitled To a Single Vote

Each Carrier (Qwest or CLEC) is entitled to a single vote regardless of any affiliates. For example, at the time of this writing, WorldCom has several entities offering local services throughout the Qwest region (e.g., MFS, Brooks Fiber, MCI Metro, etc.). WorldCom would be entitled to one vote for all of these affiliates.

17.3 Notification of Vote

Qwest will notify CLECs by email within one (1) business day after determining when a vote on a specific issue must occur. This notification will in no event be less than five (5) business days before the call. The subject line of notification will be identified as "VOTE REQUIRED/Title of Issue." Within one (1) business day after issuing the notification, the notification and any supporting material will be posted on the web site.

17.3.1 Notification Content

When a notification is issued, the notification will be issued as a CMP notification and will consist of:

- a description of the issue and reason for calling a vote
- date and time of the voting call/meeting
- bridge number for the voting call, or logistics for the meeting
- supporting material, if any
- the deadline date and time for submitting e-mail votes

17.4 Voting Procedures

17.4.1 Quorum

At any CMP call/meeting where a vote is to be taken, a quorum of Carriers, as described in Section 17.2.1, (Qwest and CLEC) must be present. A quorum will be established as follows:

- Qwest and CLECs will determine the average number of Carriers (including Qwest) at the last six days of Monthly CMP Meetings, excluding the highest and lowest attendance numbers (e.g. add the number of Carriers at the remaining four meetings and divide by four) ("Average Number of Carriers").
- If 62.5% or more of the Average Number of Carriers is present, a quorum has been established. For purposes of establishing a quorum, a Carrier not participating in the meeting is considered present if it submitted an e-mail vote by the time designated in the notification of vote.
- When calculating the average number of Carriers and establishing quorum, Qwest will round to the nearest whole number; *i.e.,* Qwest will round a number ending in 0.5 and above to the higher whole number, and round a number ending below 0.5 to the lower whole number.

If a quorum is not present at a call/meeting when a vote is scheduled to be taken, the vote shall be postponed until such time as a quorum is established.

In the case of an Exception request, if a quorum is not established at the Exception all/Meeting, the vote shall be postponed for three (3) business days for a second Exception Call/Meeting. At the second Exception Call/Meeting, a vote will be taken regardless of whether a quorum is established. Prior to the second Exception Call/Meeting, Qwest will distribute a notification stating that at this

meeting a vote will take place regardless of whether a quorum is established, and that votes will be accepted in accordance with Sections 17.1 and 17.4.1.

17.4.2 Casting Votes

Once a quorum is established, Qwest will ask for all Voters to place their vote by writing their vote and their company name on a piece of paper. The vote will be either a "Yes," "No" or "Abstain." When all companies have completed their votes, Qwest will collect the ballots. Voters attending by telephone will e-mail their vote to cmpcr@qwest.com, in accordance with Section 17.4.3. After collection of ballots Qwest will read aloud all votes received and collected. If a POC on the phone wishes to vote, but does not have access to a computer, Qwest will arrange with that POC a method to receive its vote. Only votes of "Yes" and "No" will count toward calculating a majority or unanimous decision.

17.4.3 E-mail Ballots

CLECs wishing to e-mail their vote to Qwest may do so by sending an e-mail to the Qwest CMP Manager, cmpcr@qwest.com. E-mail votes will only be accepted, and included in the tally of the votes, if received prior to the official close of voting during the voting call/meeting.

The subject line of the e-mail must include the following:

- "CLEC BALLOT"
- CLEC Name
- Representative Name

The body of the e-mail must include the following:

- CLEC Name
- Representative Name
- Brief description of the issue on which the vote is being taken
- Date vote call/meeting is scheduled to be held
- CLEC vote

If a meeting is scheduled for a vote but a vote is not taken, e-mailed votes will be discarded. In addition, CLECs who submitted votes by e-mail will be notified that no vote was taken, their votes were discarded, and that the vote may be taken again at a later date.

In the event a CLEC is present to vote, after submitting an e-mail ballot, such CLEC may cast its vote at the call/meeting regardless of the e-mail ballot.

17.4.4 Voting Tally Form

The Voting Tally Form serves as a collective record of the individual company vote. The results of the tally will be included in the meeting minutes as an attached document.

The form will include the following information:

- *Name of Call/Meeting*: The name of the call/meeting
- *Date of Vote*: The date of occurrence
- *Subject*: The topic or issue that is causing the vote
- *Voting Carrier*: The Carrier's company name

- *Voting Participant*: Write the name of the Voter that participates in a 'vote' and how the vote was cast: in person, by phone or by email
- *Yes*: Place an 'X' in box if agreed with proposed plan
- *No*: Place an "X" in box if party disagrees with proposed plan
- *Abstain*: Any participant may abstain to place a vote by placing an "X" in the box
- *Result*: Qwest shall record the results of the vote in this box

Qwest will announce the results of the vote, by an e-mail notification, no later than five (5) business days following the call/meeting. The result will be included in meeting minutes and posted on the web site.

18.0 OVERSIGHT REVIEW PROCESS

Qwest or a CLEC may identify issues with this CMP using the Oversight Review Process. Issues submitted through this process may include:

- Improper notification under CMP
- No notification under CMP
- Issues regarding scope of CMP
- Failures to adhere to CMP
- Interpretations of CMP
- Gaps in CMP

This Oversight Review Process is optional. It will not be used when one or more processes documented in this CMP are available to obtain the resolution the submitter desires. The submitter is expected to use such available processes. If a submitter chooses to use this process, the following applies.

18.1 Guidelines

- A submitter must submit a issue for Oversight Review, as outlined in Section 18.2 or 18.4.4
- A submitter must raise issues within a reasonable period of time after the submitter becomes aware of an issue
- A response to an Oversight Review Issue may be that the resolution requested should be pursued under a different process in this CMP
- If the parties do not agree whether this process applies, the issue will be brought before the CMP Oversight Committee to determine whether the resolution sought by the submitter is available through this process or another documented process in this CMP

18.2 Issue Submission

An issue may be presented to the CMP body at a monthly CMP Meeting as part of the standing agenda item relating to the operation and effectiveness of CMP (*See* Section 2.1) or may be formally submitted by an e-mail to cmpesc@qwest.com and the CMP POC of the carrier that is the subject of the issue. If the issue is presented at a Monthly CMP Meeting and is not resolved, the submitter must follow the e-mail submission process.

In the event a party chooses to submit an e-mail as described above, the subject line of the issue submission e-mail must include:

- Company name
- "CMP OVERSIGHT REVIEW ISSUE SUBMISSION"

The submission e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Description of issue
- Basis for considering the matter an Oversight Review Issue
- Citation from the Qwest Wholesale Change Management Document that addresses specific guidelines, if applicable

- Desired resolution
- Contact information including Name, Title, Phone Number, and e-mail address

Qwest must acknowledge receipt of the complete issue submission with an acknowledgement within one (1) business day. If the issue submission does not contain the above-specified information, Qwest must notify the submitter within one (1) business day, identifying and requesting information that was not originally included. When the issue submission is complete, the acknowledgement email will include:

- Date and time of issue submission receipt
- Date and time of acknowledgement email

Qwest must issue a notification announcing that an Oversight Review Issue has been submitted within two (2) business days after receipt of the complete issue e-mail submission. The subject of the notification will include "CMP OVERSIGHT REVIEW ISSUE SUBMISSION."

18.3 Issue Resolution

18.3.1 Response

The carrier cited in the original submission must respond by e-mail to cmpesc@qwest.com. Subject line of the Oversight Review issue response e-mail must include:

- Company name
- "CMP Oversight Review ISSUE RESPONSE"

The response e-mail must include appropriate supporting documentation, if applicable, and, to the extent that the supporting documentation does not include the following information, the following must be provided:

- Agreement/disagreement with the issue
- Reason for agreement/disagreement
- Citation from the Qwest Wholesale Change Management Process Document that addresses responding company position, if applicable
- Response to desired resolution, and alternative proposed resolution, if applicable
- Respondent contact information including Name, Title, Phone Number, and e-mail address

Qwest must distribute a notification with the contents of the response e-mail within two (2) business days of receipt. The subject of the notification must include "RESPONSE TO CMP OVERSIGHT REVIEW ISSUE."

18.3.2 Issue Meeting

If the submitter of the Oversight Review Issue is not satisfied with the response provided under Section 18.3.1, the submitter may request a meeting of Qwest and interested CLECs to discuss the issue. Such meeting will be held no later than five (5) business days after the submitter's meeting request. One of the matters to be addressed at this meeting is whether additional meetings should be held to address the issue. Such meetings will be open to all CLECs and Qwest shall provide advanced notification of such meetings pursuant to this CMP. Qwest will provide notification of the outcome of these discussions within two (2) business days after such

discussions are concluded. The subject of the notification must include "OUTCOME OF CMP OVERSIGHT REVIEW ISSUE."

18.3.3 Election to Pursue Issue with CMP Oversight Committee

At any point in the process under Sections 18.2 or 18.3, a participant in the discussions of an Oversight Review issue may elect to pursue the issue with the CMP Oversight Committee by sending an email to cmpesc@qwest.com.

18.3.4 Escalation or Dispute Resolution

If any party is not satisfied with the outcome of this Section 18.3, it may follow the Escalation or Dispute Resolution Processes.

18.4 CMP Oversight Committee

18.4.1 Membership

The CMP Oversight Committee will be comprised of one representative from Qwest, one representative from each of up to six (6) CLECs, and one representative from each public utilities commission that wishes to participate. Members of the CMP Oversight Committee must have a comprehensive understanding of this CMP. Names of the members of the CMP Oversight Committee will be listed on the Qwest Wholesale CMP website at the following URL: http://www.qwest.com/wholesale/cmp/coc.html. The membership of the committee has been established through the end of 2003. For 2004 and each year thereafter, the CLEC membership will be established on an annual basis through self nomination. If more than six (6) CLECs are nominated for membership, the CLECs will rank the nominees. The six (6) highest ranked nominees will be the CLEC members of the committee for the following year.

18.4.2 Role of the CMP Oversight Committee

The CMP Oversight Committee will act as a subject matter expert regarding the provisions of this CMP. The CMP Oversight Committee will deliberate on CMP Oversight Review Issues and make recommendations to the CMP body on matters such as interpretation of this CMP and proposed changes to this CMP. A recommendation of the CMP Oversight Committee may result in a CR to change this CMP as contemplated by Section 2.1.

18.4.3 Meetings of the CMP Oversight Committee

Meetings of the CMP Oversight Committee will be called on an ad hoc basis, as needed to address CMP Oversight Review Issues as described in Section 18.4.4, and will be called in the same manner, and applying the same time periods, as set forth in Section 3.0, Change Management Process Meetings. A CMP Oversight Committee meeting may be held at the end of a scheduled monthly CMP Meeting. In addition to the CMP Oversight Committee members, other persons may participate in the CMP Oversight Committee meetings to assist the committee in understanding the issues; however, final recommendations to the CMP body may only be made by the CMP Oversight Committee members. In order to conduct a meeting of the CMP Oversight Committee, a majority of its members must be present in person or by teleconference.

18.4.4 Submission of Oversight Review issues to the CMP Oversight Committee

Oversight Review issues may be submitted to the CMP Oversight Committee in a number of ways:

- When parties disagree on the application of the Oversight Review Issue Submission Process to an issue that is raised (*See* Section 18.1)
- A party submitting a CMP Oversight Review Issue under Section 18.2, may direct that the issue be brought to the CMP Oversight Committee;
- During the process under Section 18.3, or once that process is completed, a CMP participant may raise the Oversight Review Issue to the CMP Oversight Committee;
- A CMP Oversight Review Issue may be referred to the CMP Oversight Committee during a Monthly CMP Meeting

18.4.5 CMP Oversight Review

Qwest must issue a notification announcing that a CMP Oversight Review Issue has been referred to the CMP Oversight Committee within two (2) business days after such referral is made. This notification will provide the information for the meeting of the CMP Oversight Committee. The subject of the notification will include "POTENTIAL CMP OVERSIGHT REVIEW ISSUE REFERRED TO THE CMP OVERSIGHT COMMITTEE." The notification will solicit from committee members and submitting carrier, dates during the next ten (10) calendar days on which they are available to meet to address the issue. Qwest will establish a meeting date will be established based on the members' and submitting carrier's availability.

18.4.6 Status and Recommendations of the CMP Oversight Committee

Status of outstanding Oversight Review issues will be provided at the monthly CMP meetings and will be posted on Qwest's Wholesale CMP website at the following URL: www.qwest.com/wholesale/coc.html. Recommendations of the CMP Oversight Committee will be distributed to the CMP by e-mail notification with a heading that includes "RECOMMENDATION OF THE CMP OVERSIGHT COMMITTEE." Such notifications will state the issue and briefly describe the recommendation and include a link to more detailed information about the issue. Recommendations of the CMP Oversight Committee will be included on the agenda for the next monthly CMP meeting for discussion by the CMP body. If there is not agreement on a single recommendation by the CMP Oversight Committee, the notification will include the competing recommendations discussed by the CMP Oversight Committee.

APPENDIX A: SAMPLE - IMA 11.0 RANK ELIGIBLE CRS

#	CR Number	Interface	Submit Date	Company	Status	Title	Shirt Size	Est LOE Min	Est LOE Max	CR Presenter	Ranking Note
Category A: Not Rank Eligible											
1	14886	IMA Common	9/28/01	Qwest	Pending Withdrawal	Pre-order Transaction: Due Date availability & standard Intervals	Extra Large	5501	8000	Winston, Connie	Category A: Not Rank Eligible
2	23943	IMA Common	9/28/01	Qwest	Pending Withdrawal	Shared Distribution Loop- Long Term	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
3	25505	IMA Common	9/28/01	Qwest	Pending Withdrawal	Line Splitting for UNE-P accounts	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
4	25591	IMA Common	9/26/01	Qwest	Pending Withdrawal	Flowthrough validate LPIC LSR Entries	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
5	25800	IMA Common	9/28/01	Qwest	Pending Withdrawal	Add New Auto Push Statuses	Medium	751	3000	Winston, Connie	Category A: Not Rank Eligible
6	27751	IMA Common	9/28/01	Qwest	Pending Withdrawal	Intrabuilding Cable.	Large	3001	5500	Winston, Connie	Category A: Not Rank Eligible
7	27756	IMA Common	9/26/01	Qwest	Pending Withdrawal	Cancellation Remarks	Small	201	750	Winston, Connie	Category A: Not Rank Eligible
Category B: Above the Line											
1	SCR013002-6	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Unbundled Loop and Local Number Portability Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
2	SCR013002-7	IMA Common	1/30/02	Qwest	Clarification	PID Impact - PO-2B: Resale POTS Edits	Large	3001	5500	Martain, Jill	Category B: Above the Line
1	24652	IMA Common	9/28/01	Qwest	Presented	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
2	25091	IMA Common	9/26/01	Qwest	Presented	DSL Flowthrough - Re-Branding	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
3	26636	IMA Common	9/28/01	Qwest	Presented	Shared Loop Enhancements	Medium	751	3000	Winston, Connie	Category C: Rank Eligible
4	30212	IMA Common	9/28/01	Qwest	Presented	Add New UNE-P PAL to IMA	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
5	30215	IMA Common	10/23/01	Qwest	Presented	Wholesale Local Exchange Freeze	Large	3001	5500	Winston, Connie	Category C: Rank Eligible
6	31766	IMA Common	9/28/01	Qwest	Presented	Reject Duplicate LSRs	Medium	751	3000	Martain, Jill	Category C: Rank Eligible
7	5043011	IMA GUI	8/31/00	Eschelon	Presented	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Medium	751	3000	Eschelon	Category C: Rank Eligible

APPENDIX B: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION FORM

Assigned Point Value (see Instructions)	#	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max
	1	24652	Unbundled DID/PBX Trunk Port Facility move from LS to PS	Qwest	IMA Common	Unbundled PID/PBX Trunk Port	Medium	751	3000
	2	25091	DSL Flowthrough - Re-Branding	Qwest	IMA Common	DSL	Large	3001	5500
	3	26636	Shared Loop Enhancements	Qwest	IMA Common	Shared Loop	Medium	751	3000
	4	30212	Add New UNE-P PAL to IMA	Qwest	IMA Common	UNE-P PAL	Large	3001	5500
	5	30215	Wholesale Local Exchange Freeze Based on CSRs	Qwest	IMA Common	All	Large	3001	5500
	6	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000
	7	5043011	Add an online glossary of the field title abbreviations to help menu of IMA GUI	Eschelon	IMA GUI	All Products	Medium	751	3000
	8	5043076	Create a separate field for line numbers in Application-to-Application interface responses	Eschelon	IMA Application-to-Application		Large	3001	5500
	9	5206704	Add OCn capable loop LSR to IMA	ELI	IMA Common	DS1, DS3 & OCn Loop Orders	Large	3001	5500
	10	5405937	CLECs require availability to view completed LSR information in IMA GUI	Verizon	IMA GUI	Resale	Large	3001	5500
	11	5498578	Ability to send dual CFA information on an LSR for HDSL orders	WorldCom	IMA Common	HDSL	Small	201	750
	12	SCR010902-1	Limited IMA GUI Access for Pre-Order Transactions Only	McLeodUSA	IMA GUI	All	Medium	751	3000
	13	SCR012202-1	Incorrect Consolidation of DR5 USOC in IMA	Qwest	IMA Common	ISDN PRI	Medium	751	3000
	14	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000
	15	SCR013002-4	Revision of TOS field in IMA	Qwest	IMA GUI	UNE-P, Resale	Medium	751	3000
	16	SCR013002-5	PIC Freeze Documentation	Qwest	IMA Common	Resale, UNE	Medium	751	3000

APPENDIX C: SAMPLE - IMA 11.0 INITIAL PRIORITIZATION LIST

RANK	TOTAL POINT VALUE	CR Number	Title	Company	Interface	Products Impacted	Shirt Size	Est LOE Min	Est LOE Max	Original List #
1	251	SCR013102-15	LSOG 6 - Upgrade Field Numbering and Naming to Existing Qwest Forms & Application-to-Application interface Maps **(FOUNDATION CANDIDATE) (NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than all other LSOG 6 Change Requests)**	Qwest	IMA Common	All Products	Extra Large	5501	8000	32
2	231	SCR013002-8	Flowthrough on Sup 2 Category Due Date	Qwest	IMA Common	All Products except Designed Products	Large	3001	5500	17
3	227	SCR101901-1	Allow customers to move and change local service providers at the same time. **(NOTE: Per February CMP Meeting Discussion, this CR should be ranked higher than #26)**	Eschelon	IMA Common	Centrex Resale, UNE-P	Extra Large	5500	8000	35
4	214	31766	Reject Duplicate LSRs	Qwest	IMA Common	All Products	Medium	751	3000	6
5	211	SCR013002-3	IMA Pre-Order - Use CCNA to retrieve a Design Layout Report (DLR)	Qwest	IMA Common		Medium	751	3000	14

APPENDIX D: SAMPLE CHANGE REQUEST FORM – AS OF 01/29/07

CHANGE REQUEST FORM

CR # _____ **Status:** _____

Originated By: Date Submitted: _____

Company: _____ Internal Ref# _____

Originator: _____, _____, _____/_____

Name, Title, and email/phone#

Area of Change Request: Please click appropriate box(es) and fill out the section(s) below.

☐ Product/Process ☐ System

Exception Process Requested: Please click appropriate boxes

☐ Yes ☐ No

(Exception Process Requests will be considered at the next monthly CMP meeting unless Exception call/meeting requested)

☐ Exception call/meeting requested

☐ Qwest SME(s) requested at Pre-Meeting (list if required) _____, _____, _____

Available Dates/Time for Clarification/Exception Pre-Meeting
1.
2.
3.
4.
5.

Regulatory or Industry Guideline CR: Please click appropriate box if you would like the CR to be considered as a Regulatory or Industry Guideline change.

☐ Regulatory ☐ Industry Guideline; Indicate industry forum: _____

Title of Change:

Description of Change/Exception:

Expected Deliverables/Proposed Implementation Date (if applicable):

OPTIONAL – COMPLETE THE SECTIONS BELOW WHERE APPLICABLE

Products Impacted: Please Click all appropriate boxes & also list specific products within product group, if applicable.

- ☐ Ancillary _____
  - ☐ LIDB _____
  - ☐ 8XX _____
  - ☐ 911 _____
  - ☐ Calling Name _____
  - ☐ SS7 _____
- ☐ AIN _____
- ☐ DA _____
- ☐ Operation Services _____
- ☐ INP _____
- ☐ Centrex _____
- ☐ Collocation _____
  - ☐ Physical _____
  - ☐ Virtual _____
  - ☐ Adjacent _____
  - ☐ ICDF Collocation _____
  - ☐ Other _____
- ☐ Enterprise Data Source _____
- ☐ Other _____
- ☐ Local Switching _____
- ☐ LNP _____
- ☐ Private Line _____
- ☐ Resale _____
- ☐ Switched Service _____
- ☐ UDIT _____
- ☐ Unbundled Loop _____
- ☐ UNE _____
  - ☐ Switching _____
  - ☐ Transport (Include EUDIT) _____
  - ☐ Loop _____
  - ☐ UNE-P _____
  - ☐ EEL (UNE-C) _____
  - ☐ Other _____
- ☐ Wireless _____
- ☐ LIS / Interconnect _____
  - ☐ EICT _____
  - ☐ Tandem Trans. / TST _____
  - ☐ DTT / Dedicated Transport _____
  - ☐ Tandem Switching _____

Area Impacted: Please click appropriate box.

☐ Pre-Ordering ☐ Provisioning
☐ Ordering
☐ Billing
☐ Maintenance / Repair ☐ Other _____

Form/Transaction/Process Impacted (IMA only): Please click all appropriate boxes.

Order

☐ LSR ☐ End User (EU) ☐ Resale (RS) ☐ Resale Split (RSS)
☐ Centrex (CRS) ☐ Resale Pvt. Line (RPL) ☐ Hunt Group (HGI) ☐ Loop Service (LS)
☐ Centrex Split (CRSS) ☐ Port Service (PS) ☐ Number Port (NP) ☐ Loop Service w/NP (LSNP)
☐ Frame Relay (RFR) ☐ DID Resale (DRS) ☐ Directory Listings (DL)
☐ Other _____

LSR Activity

☐ N - New ☐ C - Change ☐ D - Disconnect ☐ T – Outside Move
☐ M – Inside Move ☐ Y - Deny ☐ L – Seasonal Suspend ☐ W – Conversion As Is
☐ B – Restore ☐ R - Record ☐ Z – Conv as Spec/No DL ☐ V – Conversion As Spec
☐ Other _____

Pre-Order

☐ Address Validation ☐ CSR ☐ TN Reservation ☐ Loop Qual
☐ Facility Avail. ☐ Service Avail. ☐ CFA Validation ☐ Appointment Scheduler
☐ Raw Loop Data ☐ DLR ☐ Meet Point ☐ Listing Reconciliation
☐ Cancel ☐ Other _____

Post-Order

☐ Local Response ☐ Completion ☐ PSON ☐ Billing Completion
☐ Status Updates. ☐ Status Inquiry ☐ LSR Notice Inquiry ☐ LSR Status Inquiry
☐ DSRED ☐ Batch Hot Cut ☐ Provider Notification ☐ Other _____

OSS Interfaces Impacted: Please click all appropriate boxes.

☐ CEMR ☐ IMA Application-to-Application interface ☐ MEDIACC ☐ QORA
☐ EXACT ☐ IMA GUI ☐ Wholesale Billing Interface
☐ Directory Listing ☐ SATE ☐ Other _____

Change Request Form Instructions

The Change Request (CR) Form is the written documentation for submitting a CR for a Product, Process or OSS interface (Systems) change. The CR should be reviewed and submitted by the individual, which was selected to act as a single point of contact for the management of CRs to Qwest. Electronic version of the CR Form can be downloaded from the Qwest Wholesale WEB Page at http://www.qwest.com/wholesale/cmp/changerequest.html.

Product/Process and System CRs may be submitted to Qwest via e-mail at: cmpcr@qwest.com

To input data to the form, use the Tab Key to navigate between each field. The following fields on the CR Form must be completed as a minimum, unless noted otherwise:

Submitted By

- Enter the date the CR is being submitted to the Qwest CMP Manager.
- Enter Company's name and Submitter's name, title, and email/Phone #.
- Optional – identify potential available dates Submitter is available for a Clarification Meeting.
- Optional – enter a Company Internal Reference No. to be identified.

Area of Change Request

- Select the type of CR that is being submitted (Product, Process, or Systems).

Exception Process Requested

- Originator should indicate if they wish to have the request handled on an exception basis.
- Exception requests will be considered at the next monthly CMP meeting, unless the Originator requests an emergency call/meeting.
- Optional - Select Emergency call/meeting requested, if an emergency call/meeting is required.
- Optional - Originator may request a pre-meeting with Qwest by selecting the Pre-meeting with Qwest requested box.
- Optional - Originator may identify certain Qwest SME(s) to attend the Pre-meeting by selecting the Qwest SME(s) requested at Pre-Meeting box and listing the SME(s).

Regulatory or Industry Guideline CR

- Select either Regulatory or Industry Guideline if you would like the CR to be considered as a Regulatory or Industry Guideline change

Title of Change

- Enter a title for this CR. This should concisely describe the CR.

Description of Change/Exception

- Describe the Functional needs of the change being requested. To the extent practical, please provide examples to support the functional need and the names of Qwest personnel with whom the originator has been working to resolve the request. Also include the business benefit of this request.
- If Exception Process requested, provide reason for seeking an exception.

Expected Deliverables/Proposed Implementation Date (if applicable)

- Enter the desired outcome required (e.g. revised process, clarification, improved communication, etc.) and the desired date for completion. The specific deliverables Qwest must produce in order to close the CR. The originator should provide as much detail as possible.

Products Impacted – Optional

- To the extent known, check the applicable products that are impacted by the CR.

Area Impacted – Optional

- To the extent known, check the applicable process areas that are impacted by the CR.

OSS Interfaces Impacted – Optional

- To the extent known, check the applicable systems that are impacted by the CR.

Qwest's CMP Manager will complete the remainder of the Form.

APPENDIX E: SPECIAL CHANGE REQUEST PROCESS (SCRP) REQUEST FORM

SAMPLE

Qwest Wholesale Change Management Process (CMP)

Special Change Request Process (SCRP) Form

In the event that a systems CMP CR is not ranked high enough in prioritization for inclusion in the next Release, or as otherwise provided in the Qwest Wholesale CMP, the CR originator may elect to invoke the CMP Special Change Request Process (SCRP) as described Section 10.3 of the Qwest Wholesale Change Management Document.

The SCRP may be requested up to five (5) calendar days after prioritization results are posted. However, the SCRP does not supercede the process defined in Section 5.0 of the Qwest Wholesale Change Management Process Document.

The information requested on this form is essential for Qwest to evaluate your invocation of the Special Change Request Process (SCRP). Specific timeframes for evaluating your request are identified in the Special Change Request section of the Qwest Wholesale Change Management Process Document.

Complete the application form in full, using additional pages as necessary, and then submit the form to cmpesc@qwest.com. All applicable sections must be completed before Qwest can begin processing your request.

Requested By Name: _____ Email Address: _____

Company Name: _____

Address: _____

_____

Primary Technical Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Primary Billing Contact

Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Date of Request:_____

Date Received: _____ *(Completed by Qwest CMP Manager)*

1. Provide Qwest Wholesale CMP CR number for which you are requesting the SCRP:

_____

2. Provide reason for invoking the SCRP.

_____

_____

3. Provide proposed release to include CR in or proposed implementation date.

_____

_____

4. Provide any additional information that you feel would assist Qwest in preparing the SCRP quote.

_____

_____

5. List contact information for any other companies joining in the SCRP.

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Company Name: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

6. List additional contacts, such as technical personnel, who may help us during the evaluation of this request.

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email Address: _____

Telephone Number: _____ Fax Number: _____

Please submit this form to Qwest in the following manner:

Send an e-mail to the Qwest CMP SCRP mailbox (cmpesc@qwest.com). The subject line of the e-mail message must include:

- "SCRP FORM"
- CR number and title
- CR originator's company name

The text of the e-mail message must include:

- Description of the CR
- A completed SCRP Form
- A single point of contact for the SCRP request including:
  - Primary requestor's name and company
  - Phone number
  - E-mail address
- Circumstances which have necessitated the invocation of the SCRP
- Desired implementation date
- If more than one company is making the SCRP request, the names and point of contact information for the other requesting companies.

APPENDIX F: CLEC-QWEST VOTING TALLY FORM

Name of Call/Meeting:	
Date of Vote:	

Subject:	

Voting Carrier	Voting Participant (in person, by phone, or by email)	Vote		
		YES	NO	Abstain

Result:	

DEFINITION OF TERMS

Term	Definition
Application-to-Application interface	An electronic interface that supports billing or ordering processes (e.g., Extensible Markup Language (XML) or Electronic Data Interchange (EDI).
CLEC	A telecommunications provider that has authority to provide local exchange telecommunications service on or after February 8, 1996, unless such provider has been declared an Incumbent Local Exchange Carrier under the Federal Telecommunications Act of 1996.
Design, Development, Notification, Testing, Implementation and Disposition	Design: To plan out in a systematic way. Design at Qwest includes the Business Requirements Document and the Systems Requirements Document. These two documents are created to define the requirements of a Change Request (CR) in greater detail such that programmers can write system software to implement the CR. Development: The process of writing code to create changes to a computer system or sub system software that have been documented in the Business Requirements and Systems Requirements. Notification: The act or an instance of providing information. Various specific notifications are documented throughout this CMP. Notifications apply to both Systems and Product & Process changes Testing: The process of verifying that the capabilities of a new software Release were developed in accordance with the Technical Specifications and performs as expected. Testing would apply to both Qwest internal testing and joint Qwest/CLEC testing. Implementation: The execution of the steps and processes necessary in order to make a new Release of a computer system available in a particular environment. These environments are usually testing environments or production environments. Disposition: A final settlement as to the treatment of a particular Change Request.
Good Faith	"Good faith" means honesty in fact and the observance of reasonable commercial standards of fair dealing.
History Log	A History Log documents the changes to a specific document. The log will contain the document name and, for each change, the document version number, change effective date, description of change, affected section name and number, reason for change, and any related CR or notification number.

Term	Definition
Level of Effort	Estimated range of hours required to implement a Change Request
OSS Interface	Existing or new gateways (including application-to-application interfaces and Graphical User Interfaces), connectivity and system functions that support or affect the pre-order, order, provisioning, maintenance and repair, and billing capabilities for local services provided by CLECs to their end users.
OSS Interface Application to Application Testing • Controlled Production Testing • Initial Implementation Testing • Migration Testing • Regression Testing	Controlled Production Testing: Controlled Production process is designed to validate CLEC ability to transmit transactions that meet industry standards and comply with Qwest business rules. Controlled Production consists of submitting requests to the Qwest production environment for provisioning as production orders with limited volumes. Qwest and CLEC use Controlled Production results to determine operational readiness for full production turn-up. Initial Implementation Testing: This type of application-to-application testing allows a CLEC to validate its technical development of an OSS Interface before turn-up in production of new transactions or significantly changed capabilities. Migration Testing: Process to test in the Customer Testing Environment a subsequent application-to-application Release from a previous Release. This type of testing allows a CLEC to move from one Release to a subsequent Release of a specific OSS Interface. Regression Testing: Process to test, in the Customer Test Environment, OSS Interfaces, business process or other related interactions. Regression Testing is primarily for use with 'no intent' toward meeting any Qwest entry or exit criteria within an implementation process. Regression Testing includes testing transactions previously tested, or certified.
Release • Major Release • Point Release • Patch Release	A Release is an implementation of changes resulting from a CR or production support issue for a particular OSS Interface There are three types of Releases for IMA.: • Major Release may be CLEC impacting (to systems code and CLEC operating procedures) via Application-to-Application interface changes, GUI changes, technical changes, or all. Major Releases are the primary vehicle for implementing systems Change Requests of all types (Regulatory, Industry Guideline, CLEC originated and Qwest originated). • Point Release may not be CLEC code impacting, but may affect CLEC operating procedures. The Point Release is used to fix bugs introduced in previous Releases, apply technical changes, make changes to the GUI, and/or deliver enhancements to IMA disclosed in a Major Release that could

Term	Definition
	not be delivered in the timeframe of the Major Release. • Patch Release is a specially scheduled system change for the purpose of installing the software required to resolve an issue associated with a trouble ticket.
Release Notification	A notification distributed by Qwest through the Mailout tool to provide the information required by the following sections of this CMP: 7.0 - Introduction of a New OSS Interface, 8.0 - Change to Existing OSS Interfaces and 9.0 - Retirement of Existing OSS Interfaces.
Release Production Date	The Release Production Date is the date that a software Release is first available to the CLECs for issuance of production transactions.
Software Defects	A problem with system software that is not working according to the Technical Specifications and is causing detrimental impacts to the users.
Stand-alone Testing Environment (SATE)	A Stand-Alone Testing Environment is a test environment that can be used by CLECs for Initial Implementation Testing, Migration Testing and Regression Testing. SATE takes CLEC pre-order and order transaction requests, passes the requests to the stand-alone database, and returns responses to the CLEC user. SATE uses pre-defined test account data and requests that are subject to the same BPL IMA/Application-to-Application interface edits as those used in production. The SATE is intended to mirror the production environment (including simulation of all legacy systems). SATE is part of the Customer Test Environment.
Sub-systems	A collection of tightly coupled software modules that is responsible for performing one or more specific functions in an OSS Interface.
Subject Matter Expert (SME)	An individual responsible for products, processes or systems identified or potentially affected by the CLEC or Qwest request. When attending a CMP meeting, a SME will either answer specific questions about the request or take action items to answer promptly specific questions.
Technical Specifications	Detailed documentation that contains all of the information that a CLEC will need in order to build a particular Release of an application-to-application OSS Interface. Technical Specifications include: • A chapter for each transaction or product which includes a business (OBF forms to use) description, a business model (electronic transactions needed to complete a business function), trading partner access information, mapping examples, data dictionary

Term	Definition
	Technical Specification Appendices for IMA include: • Developer Worksheets • IMA Additional Edits (edits from backend OSS Interfaces) • Developer Worksheets Change Summary (field by field, Release by Release changes) • Application-to-Application interface Mapping and Code Conversion Changes (Release by Release changes) • Facility Based Directory Listings • Generic Order Flow Business Model The above list may vary for non-IMA application to application interfaces
Version	A version is the same as an OSS Interface Release (Major or Point Release)

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-25

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendrayer	Chair
Marshall Johnson	Commissioner
Ken Nickolai	Commissioner
Phyllis A. Reha	Commissioner
Gregory Scott	Commissioner

In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures

ISSUE DATE: November 12, 2003

DOCKET NO. P-421/C-03-616

ORDER FINDING COMPLIANCE FILING INADEQUATE AND REQUIRING FURTHER FILINGS

PROCEDURAL HISTORY

I. The Original Order

On July 30, 2003 the Commission issued an Order in this case finding that Qwest had failed to provide adequate service at several key points in the process of transferring a customer to Eschelon Telecom, Inc. and that these service inadequacies reflected systemic failures that must be addressed. The Commission identified four key failures:

(1) Qwest failed to adopt operational procedures to ensure the seamless transfer of customers to competitive carriers.

(2) Qwest failed to adopt operational procedures to prevent its retail division from interfering with Eschelon's ability to serve its customer and to prevent its retail division from providing misleading characterizations of Eschelon's conduct.

(3) Qwest failed to adopt operational procedures to prevent its retail service representatives from canceling or otherwise modifying wholesale orders.

(4) Qwest failed to adopt operational procedures to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

The Order required Qwest to make a compliance filing detailing its proposal for remedying these service inadequacies. The proposal was to include at least the following items:

(1) Procedures for ensuring that retail service representatives are properly separated from the Company's wholesale operations, including a report on the feasibility of installing computer software to alert retail service representatives when they are dealing with wholesale orders or accounts and computer software to disable retail service representatives' ability to make changes in wholesale orders or accounts.

(2) Procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders.

(3) Procedures for reducing errors in processing wholesale orders, including a report on the feasibility of maximizing reliance on electronic processing, with an explanation of the necessity for each manual operation required for wholesale order processing.

II. The Compliance Filing; Parties' Comments

On August 29, 2003, Qwest made the compliance filing required under the July 30 Order.

On September 12, 2003, Eschelon filed comments claiming that Qwest's filing was not in full compliance with the Order, alleging the following deficiencies:

(1) The procedures proposed for alerting retail service representatives that certain orders were wholesale orders that should not be changed or cancelled were limited to "porting" orders, excluding many if not most of the wholesale orders processed by Qwest.

(2) The proposal to install computer software to block retail service representatives' ability to make changes in wholesale orders did not include all retail service representatives, did not clearly identify which retail service representatives were included and which were excluded, and did not explain Qwest's rationale for deciding which retail service representatives to include and which to exclude.

(3) The proposals for reducing errors in processing wholesale orders did not address errors in orders that were manually processed.

(4) The proposal for complying with the Order's directive to develop "procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders" was limited to addressing typographical errors.

(5) The filing provided insufficient detail on how Qwest monitors contacts between its wholesale and retail employees, how often it detects improper contacts, and how it deals with those contacts.

On September 25 and October 9 Eschelon filed supplemental comments alleging another incident of inappropriate contact between Qwest's wholesale and retail divisions and questioning the propriety of a Qwest advertising campaign highlighting alleged disparities between Qwest's quality of service and that of its competitors.

On September 15, 2003, the Minnesota Department of Commerce (the Department) filed comments stating that Qwest's compliance filing was not in full compliance with the July 30 Order, alleging the following deficiencies:

(1) The proposals for reducing errors in processing wholesale orders did not address errors in orders that were manually processed.

(2) It was not clear that the procedures proposed for alerting retail service representatives that certain orders were wholesale orders that should not be changed or cancelled would apply to all wholesale orders.

(3) It was not clear that Qwest's proposal to block selected retail service representatives' ability to make changes in wholesale orders would apply to all types of wholesale orders.

III. Commission Proceedings

On October 30, 2003, the compliance filing came before the Commission. The following persons appeared: Qwest, Eschelon, the Department, and McLeod USA Telecommunications, Inc. and U S Link, Inc., appearing jointly in support of Eschelon.

FINDINGS AND CONCLUSIONS

The Commission has examined the compliance filing and concurs with Eschelon and the Department that it does not fully comply with the terms of the July 30 Order.

The filing fails to propose procedures for reducing errors in processing wholesale orders that must be manually processed. It fails to propose procedures for acknowledging any mistakes in processing wholesale orders other than typographical errors. It fails to propose effective procedures to alert retail service representatives when they are dealing with wholesale orders, except for a subset of wholesale orders representing approximately 50% of the total. It fails to provide adequate detail about the scope, rationale, and timing of its plan to block selected retail service representatives' ability to make changes in wholesale orders. It fails to provide adequate detail about how the Company monitors contacts between its wholesale and retail divisions, how it handles inappropriate contacts, and how frequently it finds that inappropriate contacts have occurred.

The Commission will require additional filings to remedy these deficiencies.

ORDER

1. Within 30 days of the date of this Order, Qwest shall make a compliance filing further detailing processes and procedures for remedying the service inadequacies identified in the Commission's July 30 Order. This filing shall include at least the following items:

(a) Procedures for extending to all wholesale orders notice procedures alerting retail service representatives when they are dealing with wholesale orders, eliminating references to "porting" orders and "LNP [Local Number Portability] orders in the original compliance filing.

(b) Modification of the content of the notice alerting retail service representatives when they are dealing with wholesale orders to advise them to refer the customer to the new carrier and take no further action.

(c) A detailed explanation of which retail service representatives will be blocked from making changes in wholesale orders, which retail service representatives will not be blocked from making changes in wholesale orders, and the reasons for distinguishing between these two groups of retail service representatives.

(d) A feasibility report justifying any decision that it is not feasible to block all retail service representatives from making changes in wholesale orders.

(e) Procedures for ensuring that Qwest acknowledges mistakes in processing wholesale orders using the following language: "Qwest acknowledges its mistake in processing this wholesale order. The error was not made by the new service provider."

(f) Procedures for extending the error acknowledgment procedures set forth in part (e) to all Qwest errors in processing wholesale orders.

(g) Procedures for communicating to line staff that time is of the essence both for identifying errors in processing wholesale orders and for providing the acknowledgment set forth in part (e) and procedures for requiring the acknowledgment as soon as practicable after the cause of the error has been identified.

(h) Procedures for ensuring that acknowledgments appear on Qwest letterhead or other indicia to show that it is Qwest making the acknowledgment.

(i) Procedures for providing the acknowledgment to the competitive local exchange carrier, who in turn may provide it to the end use customer, to prevent improper contacts with the other carrier's customer.

(j) Procedures for preventing use of a confidentiality designation in acknowledgments, to ensure that the competitive local exchange carrier can provide the acknowledgment to its end user customer.

(k) Procedures for making the acknowledgment process readily accessible to competitive local exchange carriers, including procedures for identifying clearly the person(s) to whom requests for acknowledgments should be directed.

(l) Procedures for ensuring that persons designated to provide acknowledgments have been appropriately trained and have the authority to provide acknowledgments.

(m) A proposal for including performance measures for Centrex 21 and linesharing services in performance measure PO-2 in the Long Term PID process, including submission of a proposal for such performance measures to the Long Term PID Administration Forum by the next filing deadline of November 6, 2003.

(n) A proposal for reducing errors in processing manual wholesale orders, such as additional proof reading.

2. The compliance filing required in paragraph 1 shall include time lines for implementing each item.

3. Qwest shall file quarterly reports with the Department of Commerce on how many disciplinary actions and training sessions have occurred as a result of improper contacts or activities between the Company's wholesale and retail divisions.

4. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Burl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 297-4596 (voice), (651) 297-1200 (TTY), or 1-800-627-3529 (TTY relay service).

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

LeRoy Koppendrayer	Chair
Marshall Johnson	Commissioner
Phyllis A. Reha	Commissioner
Gregory Scott	Commissioner

In the Matter of a Request by Eschelon Telecom for an Investigation Regarding Customer Conversion by Qwest and Regulatory Procedures

ISSUE DATE: July 30, 2003

DOCKET NO. P-421/C-03-616

ORDER FINDING SERVICE INADEQUATE AND REQUIRING COMPLIANCE FILING

PROCEDURAL HISTORY

On April 21, 2003, Eschelon Telecom, Inc. filed a petition that did the following things:

(a) asked the Commission to investigate the reasonableness and adequacy of Qwest Corporation's procedures for processing wholesale orders, stating that Eschelon had recently lost a major customer when Qwest's wholesale division erroneously disconnected the customer while processing the order that would have transferred the customer from Qwest to Eschelon;

(b) asked the Commission to investigate the nature and appropriateness of the separation between Qwest's wholesale and retail divisions, stating that Qwest's retail division used the wholesale division's erroneous disconnection to win back the customer and used computer capabilities that should have been off-limits to retail personnel to cancel Eschelon's wholesale order;

(c) asked the Commission to establish an informal intervention or mediation process by which telecommunications carriers could get regulatory assistance in resolving inter-carrier, time-critical issues affecting customers.

On April 25, 2003, the Commission issued a notice requesting comments on Eschelon's petition.

Covad Communications Company and MCI filed comments supporting the request to establish an informal regulatory intervention-mediation process. AT&T Communications of the Midwest, Inc. filed comments supporting the request for an investigation into the operational relationship between Qwest's retail and wholesale divisions.

The Department of Commerce filed comments recommending that the Commission order Qwest to reconfigure its wholesale service ordering system to give competitive local exchange carriers as much control over the processing of their wholesale orders as Qwest's retail service representatives have.

Qwest filed comments in which it (a) supported an informal regulatory intervention-mediation process; (b) expressed regret for the errors that led to Eschelon's loss of the customer; (c) contended that the incident was a one-time occurrence adequately addressed internally and requiring no regulatory response; and (d) argued that the issue of information-sharing between Qwest's retail and wholesale divisions was hotly contested and would be thoroughly addressed in the ongoing interconnection arbitration between Qwest and AT&T, making further examination here unnecessary and inefficient.[1]

On July 17, 2003, the matter came before the Commission.

FINDINGS AND CONCLUSIONS

I. Factual Background

The basic facts of this case are not disputed. One of Qwest's large business customers, a financial services firm with hundreds of telephone lines and combined local and long distance billings of approximately $463,655 per year, decided to transfer its service from Qwest to Eschelon. Eschelon followed Qwest's procedures to complete the service transfer, electronically submitting a wholesale order form on March 27. That form listed April 9 as the date on which service should be transferred to Eschelon.

Qwest's procedures for processing wholesale orders are not totally automated, and the date of the service transfer had to be manually entered into Qwest's system in five separate work orders, since the service transfer involved multiple lines and specialized services. The Qwest employee who entered the data inadvertently entered that day's date, March 27, on two of these five work orders. That error resulted in Qwest taking approximately 80 of the customer's lines out of service that night, two weeks before Eschelon was prepared to serve them, with no notice to Eschelon or the customer.

When the customer found the lines disconnected the next morning, the customer called Qwest's retail division, which, instead of referring the call to Qwest's wholesale division or to Eschelon, tried to resolve the problem itself. Here the undisputed facts become sketchier, and the parties

[1] *In the Matter of the Petition of AT&T Communications of the Midwest, Inc. for Arbitration of an Interconnection Agreement with Qwest Corporation Pursuant to 47 U.S.C. § 252(b)*, Docket No. P-442, 421/IC-03-759.

disagree on what the uncontested facts mean. Eschelon claims that Qwest used the disconnection as an opportunity to win back the customer, nurturing, if not creating, the impression that the disconnection was the result of Eschelon's negligence. Qwest claims that its retail service representative misread the situation, thought she was dealing with retail orders, and appropriately ended her contact with the customer once she knew she was dealing with a service transfer situation.

Interpretations aside, the following facts are not disputed. Service to the customer was not restored until the afternoon of March 28. By that time the customer had reversed its decision to transfer service to Eschelon, and Qwest retains the customer to this day.

When the customer told Eschelon it no longer wished to transfer its service to Eschelon, Eschelon tried to cancel the service transfer, submitting an electronic cancellation order in compliance with Qwest's procedures. Qwest rejected the cancellation order, however, because its system is programmed to reject such orders once any of the work orders effecting a service transfer have been implemented. Here, of course, two of the five work orders had been erroneously implemented. Eschelon was therefore unable to honor its customer's request and contacted Qwest's wholesale division for help in canceling the service transfer.

When Eschelon reached the appropriate wholesale service representative, however, Eschelon learned that the three remaining work orders had been canceled by the Qwest retail service representative working with the customer, at the customer's request. This was a serious breach of Qwest's company policies, which require strict separation between Qwest's retail and wholesale divisions. Supervisory staff informed the retail service representative that she was not supposed to "touch" wholesale orders and that the remaining work orders would be reinstated and implemented unless Eschelon canceled them.

The retail service representative then sent the following e-mail to the customer:

> Hi [Customer Name Redacted],
>
> Just to let you know, I was contacted by our wholesale group and they advised that due to the fact that they have an ASR that has not been cancelled by Eschelon that they have to reissue those Orders due on 4-09. Eschelon HAS to cancel the ASR with our wholesale group or these orders will process.
>
> If you could get the information to [Customer Name Redacted] I'd really appreciate it because I know it's a big issue if the lines go down.
>
> Thanks!
> [Qwest Name Redacted]

Eschelon argues that this e-mail unfairly damaged its relationship with its customer in the following ways:

(a) It did nothing to correct and in fact reinforced the customer's impression that Eschelon was to blame for the service outage.

(b) It implied that Eschelon was failing to comply with the customer's request to stop the service transfer, when in fact Eschelon was powerless to stop the transfer and was working with Qwest's wholesale division to get them to stop the transfer.

(c) It alarmed the customer by suggesting that there was a serious possibility that Eschelon would fail to cooperate with Qwest in canceling the service transfer and that another disconnection would result.

Qwest argues that the e-mail merely informed the customer that the transaction at issue was a wholesale transaction, that the retail service representative's cancellation of the remaining service orders had been or would be rescinded, and that the customer must deal with Eschelon if it wished to reverse its earlier decision to transfer service to Eschelon.

Eschelon did work with Qwest's wholesale division to cancel the remaining service orders and ensure that the customer's lines did not go down again. The work orders remained canceled; the lines did not go down; and the customer continues to receive service from Qwest to this day.

Eschelon states that it had difficulty convincing the customer that Eschelon bore no responsibility for the service outage, that the customer requested a written statement from Qwest explaining the cause of the outage, and that Qwest delayed and obfuscated in response to this request. The record does show that Qwest's first explanation, a "root cause" analysis of the outage, was written in technical jargon and that a written explanation in lay terms was not provided until April 16, 2003, nearly three weeks after the outage.

II. The Legal Standard

Eschelon is seeking an investigation to determine how Qwest's procedures for processing wholesale orders could be changed to prevent a recurrence of the kinds of events that led to the loss of this major customer. Eschelon emphasizes that it could have brought this case as a complaint under Minn. Stat. § 237.462, the competitive enforcement statute, but that it chose a less formal route in the hope of a speedier resolution.

Eschelon's filing obviously raises issues that could be developed and examined in a full-blown competitive enforcement proceeding. Eschelon has instead chosen a problem-solving approach, asking the Commission to undertake whatever investigation is necessary to improve Qwest's procedures for processing wholesale orders from competitive carriers. The Commission will therefore examine Eschelon's claims and request for relief under the statute giving it general investigatory and remedial powers, Minn. Stat. § 237.081, reserving judgment on whether Qwest's conduct was discriminatory or anti-competitive under the competitive enforcement statute.

The Commission's general authority to require telephone companies to provide adequate service on just reasonable and reasonable terms is codified at Minn. Stat. § 237.081. That statute authorizes the Commission to conduct an investigation whenever it believes, or whenever any provider of telephone service alleges, that any "practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service is in any respect unreasonable, insufficient, or unjustly discriminatory, or that any service is inadequate or cannot be obtained."

Subdivision 2 of that statute authorizes the Commission to conduct any necessary investigation, including contested case proceedings if the Commission finds that a significant factual issue has not been resolved to its satisfaction. Subdivision 4 authorizes relief at the end of the investigation:

> At the end of its investigation if the Commission finds that "(1) a service that can be reasonably demanded cannot be obtained, (2) that any rate, toll, tariff, charge, or schedule, or any regulation, measurement, practice, act, or omission affecting or relating to the production, transmission, delivery, or furnishing of telephone service or any service in connection with telephone service, is in any respect unreasonable, insufficient, or unjustly discriminatory, or (3) that any service is inadequate, the commission shall make an order respecting the tariff, regulation, act, omission, practice, or service that is just and reasonable and, if applicable, shall establish just and reasonable rates and prices.

The Commission finds that there are no significant factual issues that have not been resolved to its satisfaction for purposes of determining the adequacy of Qwest's procedures for processing wholesale orders.

III. Commission Action

A. Inadequate Service Found

The Commission finds that the uncontested facts in this case demonstrate that Qwest failed to provide adequate service at several key points in the customer transfer process and that these inadequacies reflect systemic failures that must be addressed.

The key points at which Qwest provided inadequate service are set forth below.

1. Qwest failed to adopt operational procedures to ensure the seamless transfer of customers to competitive carriers.

Qwest made data entry errors when it processed Eschelon's properly submitted wholesale customer transfer order. These errors caused Eschelon's new customer to lose service to some 80 phone lines for much of a business day, which in turn caused the customer to reverse its decision to transfer its service to Eschelon.

The customer's decision was foreseeable. Telecommunications services are essential services, and customers are unlikely to transfer their service to competitive carriers if they perceive a significant risk that the transfer will disrupt their service. Seamless service transfers are therefore a critical part of providing adequate wholesale service.

Qwest failed to establish and maintain effective procedures to ensure the seamless transfer of customers between telecommunications carriers. The company did not have adequate proofreading procedures in place, nor did it have the electronic processing capability required to protect migrating customers from wrongful disconnection. This lack of effective procedures constitutes inadequate service, and the Commission will require the Company to file a plan to remedy the inadequacy.

The Company should examine with special care the possibility of relying more heavily on automated procedures, which would both reduce the opportunities for data entry errors and give competitive carriers greater access to and control over their wholesale orders.

2. Qwest failed to adopt operational procedures to prevent its retail division from interfering with Eschelon's ability to serve its customer and to prevent its retail division from providing misleading characterizations of Eschelon's conduct.

Qwest's retail division interfered with Eschelon's ability to serve its customer by failing to refer the customer to Eschelon when it called to report the service outage. Instead, Qwest's retail service representative dealt with the customer, who decided in the course of those dealings to reverse its decision to transfer its service to Eschelon.

The only reasonable inference from these facts is that the service outage, coupled with the customer's dealings with Qwest's retail service representative, convinced the customer that it would be in better hands with Qwest than with Eschelon. The customer would have been less likely to reach this conclusion if Qwest had referred the customer to Eschelon from the start.

If Eschelon had been allowed to handle the situation from the start, the customer probably would have understood much earlier that the service outage was entirely due to Qwest's error. Eschelon had every incentive to make this clear. Qwest, on the other hand, had every incentive to obfuscate and to divert the customer's attention from the cause of the outage to other issues. Similarly, if Eschelon had been allowed to handle the situation from the start, the customer would have witnessed Eschelon's efforts to restore service instead of Qwest's. This might have prevented the loss of confidence that led the customer to reverse its decision to transfer its service to Eschelon.

Finally, if Qwest had referred the customer to Eschelon from the start, the customer would not have received the misleading e-mail from Qwest's retail service representative discussed in section I. That e-mail, which warned the customer that it would lose service again unless Eschelon took specific action to cancel its service transfer order, was misleading in at least two ways. First,

Eschelon could not take the specific action mentioned in the e-mail because the configuration of Qwest's automated system made it impossible. Second, there was no reasonable basis for fear that the service would go down again due to Eschelon, since Eschelon was already doing everything within its power to cancel the service transfer order.

As a provider of monopoly and bottleneck wholesale services, as well as the best-known provider of retail services, Qwest has unparalleled opportunities to manipulate the wholesale service transfer process to its benefit. For this reason, ensuring that calls from other carriers' customers are immediately referred to them and preventing misleading characterizations of other carriers' conduct are critical to providing adequate wholesale service.

Qwest failed to establish and maintain effective operating procedures to prevent inappropriate contacts with Eschelon's customer and to prevent misleading communications in the course of those contacts. This failure constitutes inadequate service, and the Commission will require the Company to file a plan to remedy the inadequacy.

3. Qwest failed to adopt operational procedures to prevent its retail service representatives from canceling or otherwise modifying wholesale orders.

Qwest granted its retail service representative (and apparently grants all its retail service representatives) access to the computer software that implements wholesale service transfer orders. She used that access to deactivate the work orders that would have finished transferring the customer to Eschelon, without authorization from Eschelon.

This was a serious breach of Qwest's company policies, and the retail service representative was informed by supervisory staff that she was not supposed to "touch" wholesale orders. It was also a serious breach of industry standards for ensuring that wholesale service transfers are not derailed at the point of implementation by collusion or other improper contact between Qwest's wholesale and retail divisions. It was also inadequate wholesale service.

While Qwest recognized the seriousness of this conduct after the fact, it did not have effective operating procedures or structural safeguards in place to prevent it. The absence of such procedures and safeguards constitutes inadequate service. Both Eschelon and the Department of Commerce have recommended that Qwest reconfigure its computer system to deny retail personnel access to wholesale orders and to provide an unmistakable systems message, such as a "pop-up" message, telling retail personnel when they are dealing with a wholesale account.

The Commission will require the Company to file a plan to remedy this service inadequacy, giving special consideration of the possibility of using the "pop-up" message discussed above.

4. Qwest failed to adopt operational procedures to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

Eschelon reports that the disconnected customer asked Eschelon to document its claim that Qwest's errors had caused the service outage; the company also reports that Qwest was dilatory and uncooperative in helping to provide this documentation. Eschelon submitted into the record its April 3 e-mail to Qwest urgently seeking a written statement explaining that Qwest's errors had caused the service outage. Qwest did not provide a comprehensible statement taking responsibility until April 16, in an e-mail to Eschelon. This is inadequate service.

Providing adequate wholesale service includes taking responsibility when the wholesale provider's actions harm customers who could reasonably conclude that a competing carrier was at fault. Without this kind of accountability and transparency, retail competition cannot thrive. Telecommunications service is an essential service, and few customers will transfer their service to a competitive carrier whose service quality appears to be inferior to the incumbent's.

The Commission will require the Company to file a plan to remedy this service inadequacy and to promptly acknowledge and take responsibility for mistakes in processing wholesale orders.

B. Compliance Filing Required

At hearing Qwest did not concede service inadequacy, but it did express openness to seeking cost-effective ways to improve its wholesale order processing procedures. Qwest, too, is clearly concerned that there be no repetition of the kinds of events that led to this filing. It seems clear, then, that the most promising way to proceed is to require Qwest to develop and submit proposals for remedying the service inadequacies identified in this case and to permit the parties to comment on those proposals.

The Commission will so order.

C. Intervention-Mediation Process Issue Not Reached

In its comments the Department of Commerce stated that it is always available to respond to inquiries from competitive carriers or from Qwest and that it is willing to work with the parties to establish a more defined mediation process if necessary. The parties stated that this adequately addresses their concerns, and the Commission concurs that no formal action is necessary at this time.

ORDER

1. Within 30 days of the date of this Order, Qwest shall make a compliance filing detailing its proposal for remedying the service inadequacies identified in this Order. This proposal shall include

   (a) procedures for ensuring that retail service representatives are properly separated from the Company's wholesale operations, including a report on the feasibility of installing computer software to alert retail service representatives when they are dealing with wholesale orders or accounts and computer software to disable retail service representatives' ability to make changes in wholesale orders or accounts;

   (b) procedures for promptly acknowledging and taking responsibility for mistakes in processing wholesale orders;

   (c) procedures for reducing errors in processing wholesale orders, including a report on the feasibility of maximizing reliance on electronic processing, with an explanation of the necessity for each manual operation required for wholesale order processing.

2. Comments on the compliance filing shall be filed with 15 days of the date the compliance filing is made.

3. This Order shall become effective immediately.

BY ORDER OF THE COMMISSION

Mark E. Oberlanderfos

Burl W. Haar
Executive Secretary

(S E A L)

This document can be made available in alternative formats (i.e., large print or audio tape) by calling (651) 297-4596 (voice), (651) 297-1200 (TTY), or 1-800-627-3529 (TTY relay service).

BEFORE THE ARIZONA CORPORATION COMMISSION

COMMISSIONERS
KRISTIN K. MAYES, Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP

IN THE MATTER OF THE JOINT NOTICE AND APPLICATION OF QWEST CORPORATION, QWEST COMMUNICATIONS COMPANY, LLC, QWEST LD CORP., EMBARQ COMMUNICATIONS, INC. D/B/A CENTURY LINK COMMUNICATIONS, EMBARQ PAYPHONE SERVICES, INC. D/B/A CENTURYLINK, AND CENTURYTEL SOLUTIONS, LLC, FOR APPROVAL OF THE PROPOSED MERGER OF THEIR PARENT CORPORATIONS, QWEST COMMUNICATIONS INTERNATIONAL, INC., AND CENTURYTEL, INC.	DOCKET NO. T-01051B-10-0194 T-02811B-10-0194 T-04190A-10-0194 T-20443A-10-0194 T-03555A-10-0194 T-03902A-10-0194

EXHIBIT BJJ-26

TO THE

DIRECT TESTIMONY OF

BONNIE JOHNSON

ON BEHALF OF

INTEGRA TELECOM

September 27, 2010

Qwest

August 5, 2010

Kim Isaacs
United Communications Inc
6160 Golden Hills Drive
Golden Valley, MN 55416
kdisaacs@integratelecom.com

TO:Kim Isaacs

Announcement Date:	**August 5, 2010**
Proposed Effective Date:	**September 13, 2010**
Notification Number:	**PROD.INTE.08.05.10.F.07881.UBL_ADSL_V24**
Notification Category:	**Product Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP- Unbundled Local Loop - Asymmetric Digital Subscriber Line (ADSL) Compatible Loop - V24.0**
Level of Change:	**Level 3**

Summary of Change:
On August 5, 2010, Qwest will post planned updates to its Wholesale Product Catalog that includes new/revised documentation for Unbundled Local Loop - Asymmetric Digital Subscriber Line (ADSL) Compatible Loop - V24.0. These will be posted to the Qwest Wholesale Document Review site at http://www.qwest.com/wholesale/cmp/review.html.

Qwest is updating this document to include a change in process. In the Implementation section of this document under Provisioning and Installation, information is being added regarding performance testing. Additionally, information is being added to clarify that service requests will be rejected if they do not meet the performance test parameters applicable to the product selected by the CLEC and that the standard jeopardy procedure will be followed.

Current operational documentation is found on the Qwest Wholesale Web site at http://www.qwest.com/wholesale/pcat/unloopadslcompatloop.html.

Comment Cycle:

Qwest encourages you to review the planned documentation changes and submit questions or comments at any time during the comment cycle as listed in the table below. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web site provides a list of all documents that are in the review stage, the process to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web site is found at http://www.qwest.com/wholesale/cmp/review.html.

To submit questions or comments on these changes, go to the Qwest Wholesale CMP Comment Process page at http://qwestapps.com/wholesale/cmp/comment.cfm and fill in all fields. Or you may submit comments by e-mail to cmpcomm@qwest.com. Be sure to reference the Notification Number listed above.

These documents will remain on the Qwest Wholesale Document Review Web site until the end of the comment cycle and will then be moved to the Qwest Wholesale Document Archive at http://www.qwest.com/wholesale/cmp/review_archive.html.

Timeline:

Planned updates available on Document Review Web site	August 5, 2010
CLEC Comment Cycle begins	August 6, 2010
CLEC Comment Cycle ends	5:00 PM MT, August 20, 2010
Qwest response to CLEC Comments (if applicable)	August 27, 2010 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	September 13, 2010

If you have any questions on this subject, please submit comments at http://qwestapps.com/wholesale/cmp/comment.cfm.

Sincerely,

Qwest Corporation

Note: If you would like to subscribe, unsubscribe or change your current profile to Qwest Wholesale mailouts please go to the 'Subscribe/Unsubscribe' web site and follow the subscription instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cnla/maillist.html

cc: Stephanie Smith

Maryann Wiborg or Rita Urevig

Qwest Communications, 120 Lenora St, 11th Floor, Seattle WA 98121

From: Redman-Carter, Julia [mailto:Julia.Redman-Carter@PAETEC.com]
Sent: Friday, August 20, 2010 3:18 PM
To: 'cmpcr@qwest.com'
Cc: Isaacs, Kimberly D.; Johnson, Bonnie J.; Bilow, Joyce
Subject: FW: PROD.INTE.08.05.10.F.07881.UBL_ADSL_V24

Qwest,
This email is a copy of what PAETEC submitted in the CLEC comments.

PAETEC agrees with Integra's comments, concerns, positions, and poses the same questions to Qwest. Additionally, see the following questions below.

Please explain how existing CLEC customers with the ADSL and grandfathered ADSL Compatible Loops are to obtain repair, maintenance, etc if new ICAs don't have the ADSL language Qwest is requiring as referenced in the PCAT? Likewise, for testing and repair, what language specifics satisfy Qwest's proposed PCAT requirement ("Performance testing available on ADSL Compatible Loop is specified in your Interconnection Agreement (ICA)?"

Qwest's espoused position is that the ICAs contain general terms and conditions, and the processes and associated detail are covered in the PCAT. Our current ICAs may have ADSL, but not include the testing detail Qwest's PCAT is now referencing. How would Qwest propose that the language be changed to address this issue? Likewise, how does this situation work when an ICA is silent?

In light of Integra's 8-18-2010 response/comments and PAETEC's additional concerns/queries noted above, PAETEC reaffirms Integra's request that Qwest retract the proposed changes, at least until the questions are answered satisfactorily and parties to the ICAs can affirm that the PCAT changes will not be modifying existing terms and interpretations under which we have been operating.

Julia

PAETEC

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September 7, 2010

FINAL
August 31, 2010
Ad hoc meeting minutes
Level 3 Notice PROD.INTE.08.05.10.F.07881.UBL_ADSL_V24

Attendees: Kasha Fauscett – Comcast, Bonnie Johnson – Integra, Kim Isaacs – Integra, Sandra Andreed – Granite, Chris Gaudreau – Granite, Jim Hickle – Velocity, Jamie Nelson - POPP, Bob Mohr – Qwest, Jamal Boudhaouia – Qwest, Linda Harmon – Qwest, John Hansen – Qwest, Rachel Ruiz - Qwest, Susan Lorence - Qwest

Susan Lorence – Qwest began the meeting by providing a background on the Level 3 Notice PROD.INTE.08.05.10.F.07881.UBL_ADSL_V24 which was distributed August 5. The update to the unbundled ADSL PCAT included a change in process to performance testing and a clarification that service requests will be rejected if they don't meet the performance parameters associated with the product as requested by the customer. On August 18, Qwest received comments from Integra that included an objection and a request to retract the change. On August 20, Qwest received comments from PAETEC with similar objections. On August 27, Qwest sent out a delayed response notice identifying that we would be discussing the comments in an ad hoc meeting. Susan said both comments and the Qwest response are attached to the calendar entry.

Bob Mohr – Qwest indicated that the August 5 notice was a change to the ADSL PCAT where two changes are proposed in the Provisioning and Installation section. The first change is to add an additional performance test to what we currently perform and the second change is to clarify that test results will be provided to you through CEMR. Bob also described the jeopardy process that will take place. Bob asked if there were any questions. There were none.

Jamal Boudhaouia – Qwest then began to review each CLEC comment and the Qwest response starting with the first and second comments from Integra. **(See document posted to the Wholesale calendar http://wholesalecalendar.qwestapps.com/ for each CLEC comment and the Qwest response.)** Jamal said to stop him with any questions.

Bonnie Johnson – Integra asked if a CLEC has 196KHz, are you saying that you have not been performing that if it is in their ICA.

Jamal Boudhaouia – Qwest responded that we do perform the test but we don't report it back to you.

Bonnie Johnson – Integra questioned if there was a misstatement then since the notice indicates this is a change in process. The update and Qwest response says Qwest will perform the 196KHz test in addition to the current tests.

Jamal Boudhaouia – Qwest indicated that this is not a misstatement. Jamal said Qwest is in the process of implementing it but previously we haven't performed the test and are trying to determine the feasibility of it. Jamal said we have new test gear and it is working pretty well so we are going to start reporting back. Jamal said we have not done the test in the past.

Bonnie Johnson – Integra said that was not true then that you said you were performing the 196KHz but not reporting it; Qwest just started doing the test.

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Jamal Boudhaouia – Qwest indicated that was correct. We just started the test about 3 - 4 weeks ago. Jamal then reviewed the third CLEC question and response. Jamal added that for impulse noise, we have not tested it nor do we plan on testing it at this point in time. Jamal then reviewed the fourth CLEC question and response.

Kim Isaacs – Integra requested confirmation that the test is an actual measured loss.

Jamal Boudhaouia – Qwest said that yes it is. Jamal then reviewed the fifth CLEC question and response.

Susan Lorence – Qwest requested call attendees open the revised PCAT posted to the calendar so that they can see the proposed change.

Kim Isaacs – Integra said that it indicates the tests results will be provided in CEMR and asked where.

Jamal Boudhaouia – Qwest relayed the test results will be provided in the CEMR Demarc section.

Bonnie Johnson – Integra asked if this is a change that will be made to CEMR.

Jamal Boudhaouia – Qwest indicated that it is an addition. There is no change to CEMR code but it will be added to the Demarc section.

Bonnie Johnson – Integra asked if it has been added yet.

Jamal Boudhaouia – Qwest indicated not yet. Jamal said we have been testing it but we have not been putting that information in there.

Susan Lorence – Qwest indicated that the change does not require a CEMR release but that we are just reporting results in existing fields.

Jamal Boudhaouia – Qwest indicated that is correct. We are not changing field length or the field position but using a free form flow field. Jamal asked if there were any other questions before moving forward and there were none. Jamal then reviewed the sixth CLEC question and response and then on to the seventh question and response.

Bonnie Johnson – Integra said the response to number seven does not answer the question and asked to have the question answered.

Jamal Boudhaouia – Qwest said that Qwest is just adding clarification that we will perform the 196 KHz testing in addition to the current test.

Bonnie Johnson – Integra questioned that regardless of what language is in your ICA about testing, Qwest will do these tests?

Jamal Boudhaouia – Qwest said yes.

Kim Isaacs – Integra asked if Qwest is just going to do 196KHz insertion lost tests and that is it.

Jamal Boudhaouia – Qwest relayed that we will do the current tests and provided a variety of test names and said those will all continue to be performed.

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Kim Isaacs – Integra said plus the 196KHz but not impulse noise.

Jamal Boudhaouia – Qwest relayed that at this point, we are not planning on it. Jamal asked if this answered their questions and both said it did.

Jamal Boudhaouia – Qwest reviewed CLEC questions eight and nine which referred back to previous Qwest responses. Jamal then reviewed the CLEC question and the Qwest response number ten which related to the use of the jeopardy code C31. Jamal said that Qwest does not want to reject outright; that we want to provide the option to supp the order to a different NC/NCI code or cancel the order. We do not want to do this on our own.

Jim Hickle – Velocity asked wouldn't it make sense for the Qwest tech to share solutions at this time to move the process forward. Jim indicated this would eliminate the CLEC guessing and that it would be more proactive for Qwest to do this.

Jamal Boudhaouia – Qwest indicated that he cannot answer this question as this time and that we have to limit the options. Jamal said this is a whole other discussion as far as how we would do that. Jamal said if you want different DSL flavors, that is a whole different technical discussion and that he would be happy to discuss this offline or hold another call.

Jim Hickle – Velocity questioned what would occur if it was the Qwest retail environment vs. dealing with a wholesale customer. Jim indicated that he used to work for Qwest and that other solutions would be recommended if requested.

Jamal Boudhaouia – Qwest indicated in terms of services, sure.

Jim Hickle – Velocity indicated that he was not talking about services but about fixing a potential problem and whether there was someplace different we can move this to.

Jamal Boudhaouia – Qwest said if talking from a repair perspective, then yes we do this on a repair ticket.

Jim Hickle – Velocity disagreed and said you do this on a new order perspective also.

Jamal Boudhaouia – Qwest said he wanted to talk offline about options to provisioning an ADSL circuit.

Bonnie Johnson – Integra indicated she was not sure of what all of the discussion means but that discussing this offline (09-13-10 Comments in CAPS to minutes from Integra) IS NOT AN OPTIONS. ANY DISCUSSION should be more than just Jim.

Jamal Boudhaouia – Qwest indicated he would not exclude anyone.

Susan Lorence – Qwest said we need to get back to discussing the Level 3 change. Susan said anyone can issue a CR to propose a further change in process if that is desired or we can schedule a follow up call for discussion separate from this change. Susan indicated we have reviewed all of the Integra questions and will move to the PAETEC questions. Susan said the questions are basically the same discussion that Jamal had reviewed unless someone would like to specifically review them as well.

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Jamal Boudhaouia – Qwest indicated that he agrees.

Bonnie Johnson – Integra said she wanted time to read through the questions and the Qwest responses to determine whether Integra agrees all of the questions are answered.

Susan Lorence – Qwest indicated since there is time remaining on the call, we would like to review the additional PCAT changes that were proposed to Version 24 based on the comments. Susan said we would like to get the test implemented and the information provided back. Susan said we wanted to review whether these updates clarify the change in process so Qwest can move forward with the change.

Bob Mohr – Qwest said there is a revised PCAT on the calendar that shows the most recent changes. Bob then reviewed the changes in the PCAT that are different from the original proposal which includes retracting the reference to the tests performed in your ICA and adding the 196 KHz test.

Jim Hickle – Velocity inquired if these changes were for all 14 states or just Minnesota.

Bob Mohr – Qwest indicated the change is global through all 14 states.

Bonnie Johnson – Integra said if Qwest is changing the initially proposed changes to the PCAT, doesn't this require a re-notice?

Susan Lorence – Qwest indicated that there are provisions on a Level 3 notice that say based on comments, we have to just be clear on what we are changing in the PCAT as part of the Qwest response to comments. Susan said our proposal would be to pick back up where we were on the final notice because we are not further changing the process; we are just clarifying the redlined PCAT updates as part of the response to comments. We would like to proceed with the final notice.

Bonnie Johnson – Integra said Integra wants to formally comment on the changes and that (09-13-10 Comments in CAPS or strikethrough to minutes from Integra) JULIA/PAETEC ASKED FOR THIS CALL TO BE RESCHEDULED SO SHE COULD ATTEND. BONNIE SAID ~~she~~ guessed PAETEC would also want ~~that~~E opportunity TO COMMENT.

Susan Lorence – Qwest said that we did provide the opportunity to comment on these changes and we have provided the revised red-line and gone through the comments. Susan said she was trying to understand why there was a need for another comment cycle and questioned whether there are additional comments that will substantially impact the changes going in.

Bonnie Johnson – Integra indicated that we provided a lot of comments and that Qwest said they have responded to all of those. Bonnie said she does not agree that just by removing a change that it appropriately responds to the question and wants more time to thoroughly go through the responses. She said there may be more questions and wants the opportunity to formally comment.

Susan Lorence – Qwest indicated that our approach will then be to re-notify with these proposed changes and start the comment cycle again to provide another opportunity for comments.

Bob Mohr – Qwest indicated that would be fine. Bob said Qwest sees this change as an enhancement to the CLEC experience and that we welcome the feedback. We really see this as an enhancement to the product and are anxious to implement it.

Susan Lorence – Qwest relayed that we will just start the whole cycle again. We will notify within the next couple of days and provide a 15 day comment cycle similar to last time. Susan said we will shorten the Qwest response cycle. If there are further questions, we will provide a response to those and then our 15 day implementation timeline.

Jamal Boudhaouia – Qwest indicated that this enhancement will provide more certainty and predictability if the facility or plant will support ADSL. Jamal said we are providing you with 196 KHz actual measured test results.

Susan Lorence – Qwest indicated that was our reason to want to move forward but we will plan to re-notify as Velocity and Integra have requested. Susan asked if there were any other questions. There were none. Susan reiterated that Qwest will re-notify with a Level 3 change with the red line updates that we have reviewed today and will put out a new time line.

Meeting adjourned at 9:41 am MT.

Qwest

September 2, 2010

Kim Isaacs
Mountain TeleCommunications Inc
6160 Golden Hills Drive
Golden Valley, MN 55416
kdisaacs@integratelecom.com

TO:Kim Isaacs

Announcement Date:	**September 2, 2010**
Proposed Effective Date:	**October 11, 2010**
Notification Number:	**PROD.INTE.09.02.10.F.08246.UBL_ADSL_V24_Renotice**
Notification Category:	**Product Notification**
Target Audience:	**CLECs, Resellers**
Subject:	**CMP- Unbundled Local Loop - Asymmetric Digital Subscriber Line (ADSL) Compatible Loop - V24.0 - RENOTICE**
Level of Change:	**Level 3**

Summary of Change:
On September 2, 2010, Qwest will post planned updates to its Wholesale Product Catalog that includes new/revised documentation for Unbundled Local Loop - Asymmetric Digital Subscriber Line (ADSL) Compatible Loop - V24.0. These will be posted to the Qwest Wholesale Document Review site at http://www.qwest.com/wholesale/cmp/review.html.

NOTE: Qwest originally noticed this change on August 5, 2010 with notice number PROD.INTE.08.05.10.F.07881.UBL_ADSL_V24. Qwest held an ad hoc call on August 31, 2010 to discuss CLEC comments to the proposed change. For additional information regarding this ad hoc call, including the CLEC comments and the Qwest response, refer to the Wholesale Calendar entry at http://wholesalecalendar.qwestapps.com/. As a result of the comments and discussion during the ad hoc call, the PCAT has been revised and the comment cycle is being restarted.

Qwest is updating this document to include a change in process. In the Implementation section of this document under Provisioning and Installation, information is being added regarding performance testing. Additionally, information is being added to clarify that service requests will be rejected if they do not meet the performance test parameters applicable to the product selected by the CLEC and that the standard jeopardy procedure will be followed.

Current operational documentation is found on the Qwest Wholesale Web site at http://www.qwest.com/wholesale/pcat/unloopadslcompatloop.html.

Comment Cycle:

Qwest encourages you to review the planned documentation changes and submit questions or comments at any time during the comment cycle as listed in the table below. Qwest will have up to 15 days following the close of the comment review to respond to any CLEC comments. This response will be included as part of the final notification. Qwest will not implement the change sooner than 15 days following the final notification.

Qwest provides an electronic means for CLEC customers to comment on proposed changes. The Document Review Web site provides a list of all documents that are in the review stage, the process to use to comment on documents, the submit comment link, and links to current documentation and past review documents. The Document Review Web site is found at http://www.qwest.com/wholesale/cmp/review.html.

To submit questions or comments on these changes, go to the Qwest Wholesale CMP Comment Process page at http://qwestapps.com/wholesale/cmp/comment.cfm and fill in all fields. Or you may submit comments by e-mail to cmpcomm@qwest.com. Be sure to reference the Notification Number listed above.

These documents will remain on the Qwest Wholesale Document Review Web site until the end of the comment cycle and will then be moved to the Qwest Wholesale Document Archive at http://www.qwest.com/wholesale/cmp/review_archive.html.

Timeline:

Planned updates available on Document Review Web site	September 2, 2010
CLEC Comment Cycle begins	September 3, 2010
CLEC Comment Cycle ends	5:00 PM MT, September 17, 2010
Qwest response to CLEC Comments (if applicable)	September 24, 2010 http://www.qwest.com/wholesale/cmp/review_archive.html
Proposed Effective Date	October 11, 2010

If you have any questions on this subject, please submit comments at http://qwestapps.com/wholesale/cmp/comment.cfm.

Sincerely,

Qwest Corporation

Note: In cases of conflict between the changes implemented through this notification and any CLEC interconnection agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement.

The Qwest Wholesale Web Site provides a comprehensive catalog of detailed information on Qwest products and services including specific descriptions on doing business with Qwest. All information provided on the site describes current activities and process. Prior to any modifications to existing activities or processes described on the web site, wholesale customers will receive written notification announcing the upcoming change.

If you would like to subscribe, unsubscribe or change your current profile to Qwest Wholesale mailouts please go to the 'Subscribe/Unsubscribe' web site and follow the subscription instructions. The site is located at:

http://www.qwest.com/wholesale/notices/cmla/maillist.html

cc: Stephanie Smith

Maryann Wiborg or Rita Urevig

Qwest Communications, 120 Lenora St, 11th Floor, Seattle WA 98121

Unbundled Local Loop – Asymmetric Digital Subscriber Line (ADSL) Compatible Loop – ~~V23.0~~V24.0

History Log (Link blue text to: Replace Existing Download With attached Unbundled Local Loop – Asymmetric Digital Subscriber Line (ADSL) Compatible Loop History log)

NOTE: Existing Resale Qwest DSL service was grandparented effective January 28, 2006 and will not be available as a new service. Likewise, ADSL compatible UBL is not available in new contracts executed on the Negotiations Template after March 19, 2007. CLECs who sign the new contract will be able to maintain their existing ADSL Compatible UBLs until they are disconnected. No new ADSL Compatible UBLs can be ordered under this new contract. For information on alternative UNE products, contact your Qwest Sales Executive.

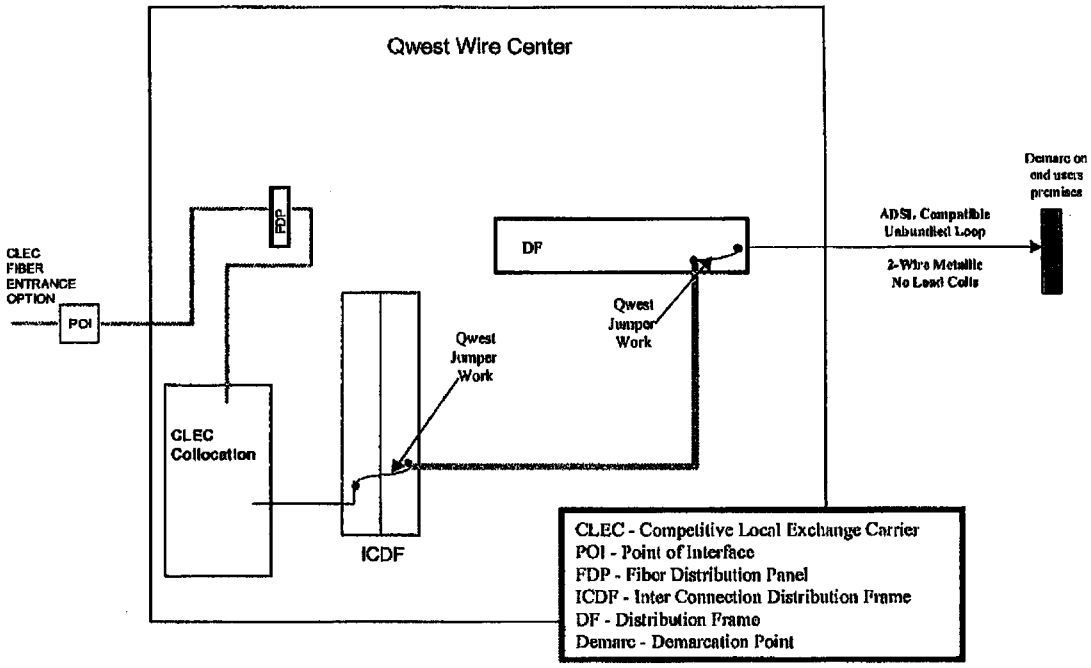
Product Description

Unbundled Local Loop Asymmetric Digital Subscriber Line (ADSL) Compatible Loop is an unbundled 2-wire metallic facility that establishes a transmission path between a Qwest Central Office CO) Distribution Frame or equivalent and the loop demarcation point at an end-user premises. ADSL Compatible Loop is provided with the following characteristics:

- Metallic, Exchange cable facilities without Qwest active or passive equipment
- Facilities without Load Coils or Build out Capacitance
- Possibility of mixed gauges of cable
- Facilities that may have limited amounts of remaining Bridged Tap

General information regarding Unbundled Local Loop products is located in Unbundled Local Loop – General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html)

Product Diagram



Availability

ADSL Compatible Loop is available where facilities exist throughout Qwest's 14-state local service territory. (Link blue text to: http://www.qwest.com/wholesale/pcat/territory.html)

Terms and Conditions

General Interconnection Agreement, regulations and policy information for ADSL Compatible Loop is described in the Terms and Conditions section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#pri)

Technical Publications

Technical characteristics, including network Channel/Network Channel Interface (NC/NCI™) codes are described in Technical Publication, Interconnection – Unbundled Loop, 77384. (Link blue text to: http://www.qwest.com/techpub/77384/77384.pdf)

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Pricing

Rate Structure

Recurring charges are comprised of the following rate elements:

- ADSL Compatible Loop
- Interconnection Tie Pair (ITP), per connection (two ITP for 4-Wire)

Recurring charges are billed on a month-to-month basis. Nonrecurring charges are billed at the time service is rendered. Term contracts are not available.

Nonrecurring charges depend on the Installation option chosen. Nonrecurring charges are billed at the time service is rendered. Term contracts are not available. A nonrecurring charge applies to the installation of service(s) and in some states a disconnect service(s) charge will apply.

Additional charges can apply. See Rate Structure under the Pricing section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#pri)

Rates

Rates are available in Exhibit A or the specific rate sheet in your Interconnection Agreement. If there are elements that are not in your Interconnection Agreement, contact your Qwest Service Manager. (Link blue text to: http://www.qwest.com/wholesale/clecs/accountmanagers.html)

Tariffs, Regulations and Policies

Tariffs, regulations and policies are located in the state specific Tariffs/Catalogs/Price Lists. (Link to: http://tariffs.qwest.com:8000/)

Optional Features

There are no optional features available with ADSL Compatible Loop.

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Features / Benefits

Features	Benefits
Market Presence	• Allows you to provide Local Exchange services to your end-users
Low Cost	• Allows you to lease facilities from Qwest at wholesale rates

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Applications

See Features/Benefits.

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Implementation

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Product Prerequisites

If you are a new Competitive Local Exchange Carrier (CLEC) and are ready to do business with Qwest, view Getting Started as a Facility-Based CLEC. (Link to: http://www.qwest.com/wholesale/clecs/clec_index.html) If you are an existing CLEC wishing to amend your Interconnection Agreement or your New Customer Questionnaire, additional information is located in the Interconnection Agreement. (Link blue text to: http://www.qwest.com/wholesale/clecs/negotiations.html)

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Pre-Ordering

General pre-ordering activities are described in the Pre-Ordering Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/preordering.html) The Interconnect Mediated Access (IMA) User's Guide specifically details the information applicable to pre-ordering functions. (Link blue text to: http://www.qwest.com/wholesale/ima/gui/imauser.html)

Loop Qualification

The Interconnect Mediated Access (IMA) User's Guide together with the Loop Qualification Raw Loop Data and CLEC Job Aid detail the information applicable to pre-ordering functions.

Qwest strongly recommends use of pre-ordering functionality to assist in achieving increased service request flow through and accuracy, which will result in reduced service request rejects.

The following activities may need to be performed by you in preparation for the issuance of the service request:

- Validate address
- Check facility availability
- Validate Connecting Facility Assignment (CFA)
- Review Customer Service Record (CSR)
- Loop Qualification – Query Unbundled Loop
- Query Raw Loop Data (RLD)

Information about the IMA based loop qualification queries are available in the IMA User's Guide (Link blue text to: http://www.qwest.com/wholesale/ima/gui/imauser.html) or the Pre-Ordering Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/preordering.html) The IMA Loop Qualification and Raw Loop Data-CLEC Job Aid (Link blue text to: http://www.qwest.com/wholesale/training/desc_loopqualjobaid.html) is a web-based training course designed to provide valuable information and instructions on how to use and interpret IMA-based loop qualification queries and the raw loop data queries.

These activities will enable you to verify the type of facility and the loop make-up of the Unbundled Local Loop, which will assist you in identifying the appropriate service request intervals located in the Service Interval Guide (SIG). (Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html)

Additional pre-ordering information is available in the Pre-Ordering section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#preorder)

Ordering

General ordering activities are described in the Ordering Overview (Link blue text to: http://qwest.com/wholesale/clecs/ordering.html) and in the Ordering section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#order)

Unbundled Local Loop Installations Options:

Six installation options are available for Unbundled Local Loop. Detailed information about the different installation options is available in the Ordering section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#order)

Circuit ID (ECCKT)

ADSL Compatible Loops are assigned with Circuit Identification numbers. Detailed information about the Circuit Identification number format is available in the Ordering section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#order)

Conditioning

ADSL Compatible Loop may require conditioning (removal of Load Coils and/or Interfering Bridged Taps). Specific information on loop conditioning is available in the Ordering section of the Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#order)

Required Forms and Activity Types

ADSL Compatible Loop service requests are submitted using the following Local Service Ordering Guidelines (LSOG) forms:

- Local Service Request (LSR)
- End User (EU)
- Loop Service (LS)
- Directory Listing (DL), if applicable

Field Entry requirements are described in the LSOG. (Link blue text to: http://www.qwest.com/wholesale/clecs/lsog.html) Valid LSR ACT types are described in the Ordering section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#order)

Service requests should be placed using Interconnect Mediated Access (IMA) Extensible Markup Language (XML), (Link blue text to: http://www.qwest.com/wholesale/ima/xml/index.html) IMA Graphical User Interface (GUI), (Link blue text to: http://www.qwest.com/wholesale/ima/gui/index.html) or faxed to (888) 796-9089.

A Design Layout Record (DLR) request) is described in the IMA XML Network Disclosure Document (Link blue text to: http://www.qwest.com/disclosures/netdisclosure409.html) and the IMA User's Guide. (Link blue text to: http://www.qwest.com/wholesale/ima/gui/imauser.html)

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Provisioning and Installation

General provisioning and installation activities are described in the Provisioning and Installation Overview (Link blue text to: http://qwest.com/wholesale/clecs/provisioning.html) and in the Provisioning and Installation section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#pro)

Firm Order Confirmation (FOC) intervals are located in the SIG. (Link blue text to: http://www.qwest.com/wholesale/guides/sig/index.html)

A jeopardy occurs on a service request if a condition exists that threatens timely completion. Jeopardy notifications are described in the Provisioning and Installation Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/provisioning.html)

Cooperative Testing information is available in the Provisioning and Installation section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#pro)

Performance testing available on ADSL Compatible Loop is specified in your Interconnection Agreement (ICA). In addition to such tests, Qwest will also test Insertion Loss at 1004 Hertz (Hz).

Performance testing available on ADSL Compatible Loop includes:

- No Load Coils, Opens, Grounds, Shorts, Noise (copper facilities, or C-Message), or Foreign Volts — Formatted
- Insertion Loss at 1004 Hertz (Hz)
- Insertion Loss at 196 KHz — Formatted

Test results will be provided to you through CEMR.

Transmission performance parameters and limits are available in the Technical Publication, Interconnection – Unbundled Loop, 77384. (Link blue text to: http://www.qwest.com/techpub/77384/77384.pdf)

Loss and Completion Reports are generated based on loss and gain account activity. Loss and Completion Reports are described in Billing Information – Additional Outputs – SMDR, Completion Report, Loss Report. (Link blue text to: http://www.qwest.com/wholesale/clecs/output.html)

Spectrum Management information is available in the Provisioning section of Unbundled Local Loop - General Information. (Link blue text to: http://www.qwest.com/wholesale/pcat/unloop.html#pro)

Service requests can be rejected for various reasons including not meeting the performance testing parameters specified in your ICA. In these instances, Qwest will place the order in jeopardy using the C31 jeopardy code and the standard jeopardy process will be followed. Error

and rejection notifications are described in the Ordering Overview. ~~Service request can be rejected for various reasons. Error and rejection notifications are described in the Ordering Overview.~~ (Link blue text to: http://www.qwest.com/clecs/ordering.html)

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Hours of Operation

Installation hours are described in the Provisioning and Installation section of Unbundled Local Loop – General Information. (Link italicized text to: http://www.qwest.com/wholesale/pcat/unloop.html#pro)

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Maintenance and Repair

General maintenance and repair activities are described in the Maintenance and Repair Overview. (Link blue text to: http://www.qwest.com/wholesale/clecs/maintenance.html)

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Billing

Customer Records and Information System (CRIS) billing is described in Billing Information – Customer Records and Information System (CRIS). (Link blue text to: http://qwest.com/wholesale/clecs/cris.html)

Training

View Qwest courses by clicking on Course Catalog. (Link blue text to http://www.qwest.com/wholesale/training/coursecatalog.html)

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Contacts

Qwest contact information is located in Wholesale Customer Contacts. (List blue text to: http://www.qwest.com/wholesale/clecs/customercontacts.html)

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Frequently Asked Questions (FAQs)

This section is currently being compiled based on your feedback.

Last Update: ~~May 27, 2009~~October 11, 2010

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META Tags: Unbundled Local Loop, Unbundled Loop, Asymmetric Digital Subscriber Loop, Unbundled ADSL, LXR-

From: Johnson, Bonnie J.
Sent: Friday, September 17, 2010 4:52 PM
To: 'cmpcr@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; 'Jim Hickle'; Redman-Carter, Julia
Subject: FW: PROD.INTE.09.02.10.F.08246.UBL_ADSL_V24_Renotice

Integra's comments are attached.

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From: bjjohnson@integratelecom.com [mailto:bjjohnson@integratelecom.com]
Sent: Friday, September 17, 2010 4:50 PM
To: Johnson, Bonnie J.
Subject: PROD.INTE.09.02.10.F.08246.UBL_ADSL_V24_Renotice

Thank you for submitting your comments through the Qwest CMP Document Review and Comment Process.
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If you have any questions, please direct them to cmpcomm@qwest.com.
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Notification Number: PROD.INTE.09.02.10.F.08246.UBL_ADSL_V24_Renotice
Comment:
See email sent to the CMPCR email address on 9/17/10. Integra's comments were sent via email due to formatting changes that occur when comments are submitted via this website

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Date/Time Submitted: 9/17/10 02:49:28PM

9/17/2010

Integra Comments for PROD.INTE.09.02.10.F.08246.UBL_ADSL_V24_Renotice

Qwest has revised its previously proposed ADSL PCAT changes so that Qwest is no longer proposing to delete the reference to the list of tests and so that Qwest is now proposing to add 196 kHz to that list. Qwest needs to test at digital levels for copper loops conditioned to transmit the digital signals needed to provide xDSL service.[1] Therefore, Qwest's finally indicating (via its proposed PCAT changes) that it will not restrict testing for ADSL to 1004 Hz and will test insertion loss at 196 kHz[2] is an improvement over Qwest's policy to date (as discussed further below). This one change, while important, does not bring Qwest into compliance with its obligations and industry standards, however. ADSL is a wide-band technology, and Qwest needs to perform wide-band testing for wide-band technologies. Testing at the POTS metallic parameters, the combination of the POTS metallic line tests with a 196 kHz Insertion Loss test may not assure that Qwest delivers a working ADSL compatible loop and could in some cases result in Qwest disqualifying loops that could support ADSL service. CLECs may transmit ADSL signals at frequency ranges starting at around 200 kHz. The 196 kHz Insertion Loss test is not the exclusive be all, end all ADSL performance test, as Qwest appears to suggest with its proposed PCAT changes. Qwest has provided no industry standard or other authority indicating that, by conducting one insertion loss test at one particular parameter (196 kHz), Qwest has met its testing obligations for ADSL. A 196kHz insertion loss test does not recognize that ADSL operates in frequency ranges above 196 kHz. Any changes to performance test parameters for ADSL service should recognize the fundamentals of ADSL service.

There are numerous characteristics of copper plant that can disrupt xDSL signals. Load coils and bridge tap are generally discussed because they represent equipment or techniques that can be "removed" from the loop in support of xDSL services. However, there are also characteristics of simple plant maintenance that can disrupt these types of signals. For example, when copper plant is not properly bonded to its grounding conductor, spurious noise from the environment (*e.g.,* AM radio signals) can invade the copper circuit and disrupt the intended xDSL transmission. Whereas Qwest's inventory records (when accurate) may be used to identify specified interferes like load coils and bridge tap,[3] only wide-band testing can verify the usefulness of a loop for wide-band xDSL service (such as ADSL) in relation to these less obvious sources of interference. Qwest needs to conduct wide-band testing to reflect or test how the line performs across the spectrum, including testing for environmental influences and spectral noise.

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1 47 C.F.R. §51.319(a)(1)(iii)(C); TRO ¶ 249.

2 Integra has previously used 196 kHz in CMP discussions of a range of parameters that may apply, with Integra clearly noting that it was an example within the context of HDSL (rather than ADSL, which is the subject of Qwest's current proposed changes). See, e.g., Escalation #45, Integra's CMP Position Statement, April 3, 2009, p. 12.

3 Although records may indicate the presence of interferers on one or more available loops, CLECs cannot reserve any particular loop.

As an example, Verizon Technical Specification describes its "Unbundled Digital Loop" offering. In Section 4, Service Specifications, Verizon details the various tests it runs on loops prior to provisioning them as "Unbundled Digital Loops":

Figure 4-17: 2WDA-C Acceptance Limits (AL) and Immediate Action Limits (IAL)

Parameter	AL	IAL
Foreign Voltage*	≤ 1 volt	> 1 volt
Insulation Resistance	≥ 300 kilohms	< 120 kilohms
Loop Resistance	≤ 1000 ohms	> 1000 ohms
1004 Hz loss **	≤ 6.0 dB	> 6.5 dB
196 kHz Loss @ 135 ohms	≤ 53 dB	> 53 dB
C-Message Noise**	≤ 30 dBrnC	> 30 dBrnC
Wideband Noise (50 kb filter)	≤ 28 dBrn	> 28 dBrn
Impulse Noise	≤ 7 counts in 15 minutes with 44 dBrn threshold	> 7 counts in 15 minutes with 44 dBrn threshold
Power Influence	≤ 90 dBrnC	> 90 dBrnC

* Foreign voltage must be measured with a high impedance voltmeter or erroneous readings may result. Tip-to-ring voltages must be ≤ 1 Vdc and ≤ 1 Vac. Tip-to-ground and ring-to-ground voltages must be ≤ 1 Vdc and ≤ 50 Vac

** Voice band parameters do not apply to non-POTS applications.

As Verizon is able to perform these tests in provisioning its unbundled digital loops, such testing is technically feasible[4] and Qwest could do so as well. Qwest, however, has not committed to testing for, e.g., wideband noise or impulse noise for ADSL.

For all of these reasons, Integra objects to the following proposed language (with the new Qwest language shown in underlining):

> Service requests can be rejected for various reasons <u>including not meeting the performance testing parameters specified in your ICA. In these instances, Qwest will place the order in jeopardy using the C31 jeopardy code and the standard jeopardy process will be followed</u>. Error and rejection notifications are described in the Ordering Overview.

Qwest's proposed insertions (shown in underlining) appear to increase the number of situations in which Qwest will reject CLEC orders (service requests) by depending exclusively on POTS metallic line test plus a 196 kHz Insertion Loss test parameters. This combination of tests does not assure that Qwest will deliver a loop capable of ADSL service, and it may disqualify loops that otherwise would be capable of supporting ADSL service. Qwest should be confirming in its PCAT Qwest's obligation to perform the performance testing necessary to assure that the facility meets appropriate performance parameters for the xDSL technology ordered.

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[4] Technically Feasible is defined, for example, in Qwest's own ICA negotiations template, as well as in Section 4.0 of the Qwest-Integra MN ICA and the Qwest-Eschelon ICAs in Arizona, Minnesota, Oregon, Utah and Washington.

On August 31, 2010, Qwest held an ad-hoc CMP call to discuss its response to CLEC written comments. Before the CMP call, Qwest revised its proposed changes to its PCAT. Qwest's revised changes verify Qwest's long-standing non-compliance with the law and the interconnection agreements. Specifically, the Qwest-prepared CMP meeting minutes of the August 31, 2010 ad-hoc CMP call show that Qwest admitted that Qwest had not been testing ADSL compatible loops to digital levels (196kHz).[5] This confirms that, for years, Qwest has not been in compliance with the federal rule stating that ILECs, such as Qwest, may not restrict its testing of such conditioned copper loops to testing for voice transmission only.[6] Qwest's CMP meeting minutes indicate: "We just started the test about 3 - 4 weeks ago."[7]

In a June 5, 2008 email, Qwest's Regional Vice President had said: "If Integra wishes to receive a signal that is tested at 196kHz, you would need to request an ADSL service or a DS1 capable loop."[8] This statement suggested at the time that, although Qwest wrongly limited testing of conditioned copper loops for other types of xDSL (*e.g.*, HDSL), that it was at least Qwest's policy to test ADSL capable loops to digital (196kHz) levels. The information provided by Qwest during the recent CMP ad hoc call indicates that Qwest's policy included ADSL as well.[9]

Only after a state commission became involved and, in the Minnesota generic UNE Provisioning proceeding, established a schedule for the filing of testimony,[10] did Qwest initiate this change to the ADSL PCAT to finally recognize the need to conduct at least some testing to digital levels.[11] Qwest did not do so until August 5, 2010 -- nearly three years after Integra called to Qwest's attention the need to test to digital parameters.[12] Qwest has also made no commitment in CMP as to how long the recent PCAT change would stay in place. Integra's ICA language was the same before and after Qwest's PCAT changes, which indicates that Qwest is making changes regardless of the terms of individual ICAs. What will prevent Qwest from simply reversing these changes?

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5 One of the Qwest-proposed changes to its PCAT is to add digital (196kHz) testing for ADSL compatible loops.

6 "Insofar as it is technically feasible, the incumbent LEC shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only." 47 C.F.R. §51.319(a)(1)(iii)(C).

7 See Qwest 8/31/10 CMP ad-hoc call meeting minutes.

8 See CR PC082808-1IGX detail.

9 After Qwest sent this email in 2008, Qwest unilaterally announced that, even when ADSL remains available (after Qwest grandparented ADSL), "ADSL service may be degraded or may not work at all." See Qwest's notice entitled PROS.03.13.09.F.06150.LoopQualCLECJobAid_V25.

10 Minnesota Docket No. P-421/CI-09-1066.

11 Additional testing issues remain (*e.g.*, wide-band testing for wide-band technologies such as ADSL), and Joint CLECs have provided testimony about those issues in the Minnesota UNE Provisioning docket Minnesota Docket No. P-421/CI-09-1066.

12 See BJJ-22 Summary of Key Events in Minnesota Docket No. P-421/CI-09-1066.

Because the above-quoted Qwest proposed PCAT changes have not been revised since Integra's August 18, 2010 Comments, the following Integra August 18, 2010 comments and objections continue to apply:

"**Second Deletion and Second Proposed Insertion**

Qwest proposes to delete the following language in the current PCAT:

> Service requests can be rejected for various reasons. Error and rejection notifications are described in the Ordering Overview.

Qwest proposes to replace the above-quoted language with the following proposed language (with the new language shown in underlining):

> Service requests can be rejected for various reasons including not meeting the performance testing parameters specified in your ICA. In these instances, Qwest will place the order in jeopardy using the C31 jeopardy code and the standard jeopardy process will be followed. Error and rejection notifications are described in the Ordering Overview.

Qwest's proposed insertions (shown in underlining) appear to increase the number or kind of situations in which Qwest will reject CLEC orders (service requests). Is this the Level 3 change in process? If so, please describe the additional or different situations in which Qwest will reject CLEC orders. If not, please identify and describe what change in process this language represents.

In Qwest's proposed PCAT changes, Qwest omits any mention of situations in which CLEC authorizing conditioning. If a CLEC authorizes conditioning, Qwest should condition the loop so that it meets the performance parameters required by the law. The FCC defines line conditioning as "the removal from a copper loop of any device that could diminish the capability of the loop to deliver xDSL. Such devices include bridge taps, load coils, low pass filters, and range extenders." 47 C.F.R. §51.319(a)(1)(iii)(A). As there is no exception in Qwest's proposed language for line conditioning, it appears that Qwest will reject orders regardless of line conditioning. Is that Qwest's intent? If not, how will Qwest modify its proposed language?

Please explain the reference to the jeopardy code of C31. Did Qwest consider any other codes? The "C" in the code indicates that Qwest intends to code all of these rejections as CLEC-caused issues. How does Qwest know that in advance? Qwest's language is under the Provisioning and Installation heading. Qwest needs to deliver and install a working ADSL compatible loop capable of carrying digital signals. If the reason that a loop does not meet performance testing parameters is in Qwest network (such as bridge tap meeting the FCC definition), why would the code of C31 apply? Please explain."