

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

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

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

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

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

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

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

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

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

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

VII. OTHER PROVISIONS

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

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

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

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

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

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

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

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

Dated this _____ day of June, 2007.

Qwest Corporation

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

TRRO - Non-impaired Wire Centers

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

TRRO - Non-impaired Wire Centers

State	Wire center	CLLI Code	Non-impairment Classification	Non-impaired Elements	Date
OR	Bend	BENDOR24	Tier 2	DS3 Transport	11-Mar-05
	Eugene 10th Av.	EUGNOR53	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Medford	MDFDOR33	Tier 2	DS3 Transport	11-Mar-05
	Portland Alpine	PTLDOR11	Tier 2	DS3 Transport	11-Mar-05
	Portland Belmont	PTLDOR13	Tier 2	DS3 Transport	11-Mar-05
	Portland Capitol	PTLDOR69	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Salem Main	SALMOR58	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Murray	MRRYUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Ogden Main	OGDNUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Provo	PROVUTMA	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Salt Lake City Main	SLKOUTMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Salt Lake City South	SLKOUTSO	Tier 1	DS1 and DS3 Transport	Tier 1 - 8-Jul-05
	Salt Lake City West	SLKOUTWE	Tier 1	DS1 and DS3 Transport	Tier 2 - 11-Mar-05, Tier 1 8-Jul-05
WA	Bellevue Glencourt	BLLVWAGL	Tier 2	DS1 and DS3 Transport	11-Mar-05
	Bellevue Sherwood	BLLVWASH	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Kent O'Brien	KENTWAOB	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Olympia Whitehall	OLYMWAO2	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Atwater	STTLWA05	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Campus	STTLWACA	Tier 1	DS1 and DS3 Transport	8-Jul-05
	Seattle Cherry	STTLWACH	Tier 2	DS3 Transport	11-Mar-05
	Seattle Dumwamish	STTLWADU	Tier 2	DS3 Transport	8-Jul-05
	Seattle East	STTLWA03	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Elliott	STTLWAEL	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Seattle Main	STTLWA06	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
	Spokane Riverside	SPKNWA01	Tier 1	DS1 and DS3 Transport	11-Mar-05
	Tacoma Fawcett	TACMWAFA	Tier 2	DS3 Transport	11-Mar-05

NOTES:

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

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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