

STATE OF NORTH DAKOTA
PUBLIC SERVICE COMMISSION

<p>In the Matter of</p> <p>QWEST CORPORATION</p> <p>Petition for Commission Approval of Non-impaired Wire Center Lists pursuant to the Triennial Review Remand Order</p>	<p>Docket No. _____</p> <p>QWEST CORPORATION'S PETITION FOR COMMISSION APPROVAL OF NON-IMPAIRED WIRE CENTER LISTS PURSUANT TO THE TRIENNIAL REVIEW REMAND ORDER, AND MOTION FOR EXPEDITED ISSUANCE OF PROTECTIVE ORDER</p>
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INTRODUCTION AND SUMMARY

Qwest Corporation ("Qwest") hereby petitions the Commission to open an investigation to develop a Commission-approved initial list of non-impaired wire centers, pursuant to the FCC's *Triennial Review Remand Order* ("TRRO"),¹ to allow party review and discussion of that data, and to implement a process of updating and approving the lists. Qwest submits that the primary purpose of this docket is to review the number of business lines and fiber-based collocators in certain North Dakota wire centers that meet the non-impairment criteria outlined by the FCC in its *TRRO*. In addition, Qwest requests that the Commission issue on an expedited basis a protective order based on the model protective order attached hereto as Attachment B.

Specifically, as described below, Qwest submits that findings from the Commission on these narrow issues will facilitate Qwest and CLEC's ability to implement the FCC's regulatory framework for unbundled dedicated transport and high-capacity loops set forth in the *TRRO* in

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

North Dakota. In addition, Qwest requests that the Commission issue findings and make determinations on other issues that relate directly to and will be affected by the findings on business line count and fiber-based collocator data. Qwest's request that the Commission take action on the issues described in this petition is supported by the FCC's endorsement in the *TRRO* of an ongoing role for state commissions in these matters that relate to the change of law provisions in interconnection agreements between Qwest and CLECs and to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). *See, e.g., TRRO*, ¶¶ 233, 234.

Qwest respectfully requests that, at the initial prehearing conference to be held as soon as feasible, the Commission establish an expedited process and schedule for addressing these issues. In the discussion that follows, Qwest explains the need for expedited resolution of these issues and describes the type of binding, adjudicatory proceeding the Commission should conduct to ensure that the regulatory framework established by the *TRRO* is implemented expeditiously and with clarity.

BACKGROUND

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

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

within Section 251(c)(3) and are governed by the non-TELRIC pricing standard in Sections 201 and 202 of the Communications Act of 1934.²

Under the *TRRO* framework, CLECs are deemed not to be impaired without access to DS1 transport on routes connecting a pair of wire centers where both wire centers contain at least four fiber-based collocators or at least 38,000 business access lines. *TRRO*, ¶ 126.³ For DS3 transport and dark fiber transport, there is no impairment on routes connecting a pair of wire centers where both wire centers contain at least three fiber-based collocators or at least 24,000 business lines. *TRRO*, ¶¶ 118, 129, 133.⁴

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

² Under this standard, rates must not be unjust, unreasonable, or unreasonably discriminatory. Responsibility for administering the Section 201-02 pricing standard rests with the FCC. *See, e.g.,* Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Dkt. Nos. 01-338, 96-98, 98-147, FCC 03-36 at 664 (FCC rel. Aug. 21, 2003) (“*Triennial Review Order*” or “*TRO*”), *vacated in part, remanded in part, U.S. Telecom Ass’n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) (“*USTA II*”).

³ The wire centers meeting these criteria are referred to as “Tier 1 wire centers.” They are the wire centers “with the highest likelihood for actual and potential competitive deployment, including wholesale opportunities.” *TRRO*, ¶ 111.

⁴ The FCC defines wire centers with three or more fiber-based collocators or 24,000 or more business lines as “Tier 2 wire centers.” *TRRO*, ¶ 118. According to the FCC, the presence of three or more fiber-based collocators “establishes that multiple carriers have overcome the costs of deployment in a wire center, signifying that substantial revenues exist in the wire center to justify deployment.” *Id.*

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

To implement the FCC's impairment framework, Qwest undertook a detailed, multi-step process designed to generate accurate wire center data and to permit CLECs to verify these data. On February 18, 2005, Qwest responded to a request from the FCC's Wireline Competition Bureau with a submission designating the wire centers in Qwest's operating areas as Tier 1, Tier 2, or Tier 3 based on the criteria in the *TRRO*.⁵ This submission also identified the wire centers in Qwest's operating areas that meet the non-impairment thresholds for DS1 and DS3 loops.⁶

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

⁵ A copy of this February 18, 2005 letter to the FCC is attached as Attachment C. Because the list of wire centers that was attached to the original letter is quite voluminous and is not necessary to this petition, Qwest is not including that list with Attachment C.

⁶ Qwest based the counts of switched business access lines on its most recent ARMIS Report 43-08 data, which were current as of December 2003. To develop an estimate of the business UNE-P lines in each wire center, Qwest relied on the percentage of white page listings for each wire center that are business, not residential. Qwest determined the number of collocation arrangements that meet the *TRRO*'s definition of "fiber-based collocator" based on billing data that were current as of February 2005 and physical inspections of wire centers.

As a further step toward verification, Qwest conducted an additional internal review of the collocation and line count data used for its February 18, 2005 submission. Based on this additional review, which included another comprehensive evaluation of collocation arrangements in Qwest's wire centers, Qwest refined its list of wire centers. In another submission to the FCC on July 8, 2005 Qwest provided a revised list of wire centers.⁷ Qwest continued reviewing its wire center data after this submission, leading to a third submission on August 18, 2005 that made minor corrections to the wire center data.⁸

III. State Commission Proceedings in Other States

Thereafter, on February 15, 2006, a coalition of CLECs ("the Joint CLECs")⁹ submitted a letter to various state commissions in Qwest's 14-state ILEC region (not including North Dakota) requesting proceedings for the purpose of establishing a list of non-impaired wire centers by determining the business line counts and numbers of collocators in wire centers in those states, explaining that these determinations were necessary to implement the FCC's rulings in the *TRRO* relating to unbundled dedicated transport and high-capacity loops. The

⁷ A copy of this July 8, 2005 letter to the FCC is attached hereto as Attachment D. Qwest is not including the list of wire centers that was provided with the original submission because that list also is voluminous and is not necessary to this petition.

⁸ This third submission to the FCC, on August 18, 2005, is attached as Attachment E. Qwest is providing with Attachment C a list of the Oregon wire centers that were attached to the original August 18, 2005 submission but, for reasons of economy, is not including the wire centers that were listed for other states.

⁹ The Joint CLECs were Covad Communications Company, Eschelon Telecom, Inc., McLeodUSA Telecommunications Services, Inc., Integra Telecom and XO Communications Services, Inc. Integra and Eschelon have since merged into one company, called Integra.

commissions docketed these requests.¹⁰ These commissions opened dockets to investigate these issues, which included evidentiary hearings, post-hearing briefs and commission orders regarding these issues.

IV. Settlement Agreements Approved By Certain Commissions

In 2007, Qwest and the Joint CLECs negotiated and executed a multi-state settlement agreement in the *TRRO* wire center dockets addressed all issues in those *TRRO* wire center dockets in Qwest's region.¹¹ Qwest filed the multi-state settlement agreement in all of those states, along with its petitions for approval of its 2007 additions to the non-impaired wire center list in those states, and all but one of these commissions later approved the agreement in 2007 and 2008. In Minnesota, the Public Utilities Commission approved the settlement agreement on October 5, 2007.¹² A copy of the parties' multi-state settlement agreement that certain state commissions approved is attached as Attachment A.

¹⁰ Some or all of the Joint CLECs were parties to similar Joint CLEC filings at the state utility regulatory commissions in Arizona (Docket Nos. T-03632A-06-0091, T-03406A-06-0091, 03267A-06-0091, T-03432A-06-0091, T-04302A-06-0091 and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211 and P-999/CI-06-685), Oregon (Docket UM 1251) and Utah (Docket 06-049-40). The Washington Utilities and Transportation Commission (WUTC) investigated Qwest's initial non-impairment list in an existing docket (Number UT-053025) established to review the impacts of the *TRRO* on local competition.

¹¹ Some or all of the Joint CLECs were parties to similar Joint CLEC filings at the state utility regulatory commissions in Arizona (Docket Nos. T-03632A-06-0091, T-03406A-06-0091, 03267A-06-0091, T-03432A-06-0091, T-04302A-06-0091 and T-01051B-06-0091), Colorado (Docket No. 06M-080T), Minnesota (Docket Nos. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211), Oregon (Docket UM 1251) and Utah (Docket No 06-049-40). The Washington Utilities and Transportation Commission (WUTC) investigated Qwest's initial non-impairment list in an existing docket (Number UT-053025) established to review the impacts of the *TRRO* on local competition.

¹² *In the Matter of CLEC Request for Commission Approval of ILEC Wire Center Impairment Analysis*, Docket No. P-5692, 5340, 5643, 5323, 465, 6422/M-06-211 and *In the Matter of a Commission Investigation Identifying Wire Centers in Which Qwest Corporation Must Offer High-Capacity Loop or Transport UNEs at Cost-Based Rates*, Docket No. P-999/CI-06-685.

As set forth in the multi-state settlement agreement that certain state commissions approved in the original *TRRO* wire center dockets, the parties to the settlement agreement agreed that Qwest may request the addition of non-impaired wire centers based in whole or in part upon line counts at any time up to July 1st of each year, based on prior year line count data, and using an agreed-upon methodology.¹³ The parties to the multi-state settlement agreement also agreed that at least five (5) business days prior to filing new non-impairment or tier designations for Commission review, Qwest will request a protective order from the Commission to govern the handling of confidential information during this new non-impairment proceeding. The parties also agreed to seek from the Commission approval of a standing protective order based on an agreed-upon model protective order. This is the process that various commissions have used in numerous *TRRO* non-impaired wire center list dockets (both the original *TRRO* non-impaired wire center list dockets filed in 2006 and the wire center list “update” dockets in 2007). Qwest and the Joint CLECs in the initial *TRRO* non-impaired wire center proceedings had negotiated and agreed to this protective order as a basis for any protective order issued by commissions in future proceedings in order to allow Qwest to file confidential wire center information regarding “business line” counts and the number of “fiber-based collocators” as defined in the FCC’s *TRRO*, and the various commissions then approved such settlement agreements. Although no party is bound by the multi-state settlement agreement in North Dakota, Qwest is willing to recommend that the Commission follow it and thus Qwest is attaching the model protective order as Attachment B to this petition.

¹³ With respect to fiber-based collocators, Qwest may request the addition of non-impaired wire centers to the Commission-approved wire center list at any time based on the number of fiber-based collocators.

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

As mentioned, Qwest did not file a petition for approval of its non-impaired wire center list before this Commission in 2006, when it was involved in the wire center proceedings in the other states. However, Qwest is now filing its petition for such approval of the wire centers identified on page 9 of this petition.¹⁴ It should be noted that the Fargo/Moorhead wire center was included with the Minnesota wire centers, as a Tier 2 wire center for DS3 transport, in the multi-state settlement agreement. Consistent with this process and the requirements of the initial *TRRO* Order and the multi-state settlement agreement that numerous state commissions approved in 2007 and 2008, Qwest intends to file with this Commission, on Friday, June 27, 2008, the data supporting its list of non-impaired wire centers in North Dakota, along with a request for Commission approval of the list.

Alternatively, if this Commission chooses not to use a process consistent with that agreed to by the parties in the multi-state settlement agreement, Qwest requests that the Commission fully investigate these wire center data issues, and any related issues that the Commission may deem appropriate. Regardless of the approach the Commission takes, and assuming that the Commission has issued the requested protective order described above by June 27, 2008, Qwest will also provide the data supporting the updated list to all CLECs that have signed the protective order.

To facilitate this process and to be consistent with the requirement in the settlement agreement that Qwest seek Commission approval of a protective order at least five (5) business

¹⁴ These wire centers have been on the non-impaired wire center list since 2005, and will continue to be on the list, based on Qwest's original 2003 ARMIS data supporting those non-impairment determinations.

days prior to filing changes to the list, Qwest also seeks the Commission's expedited issuance of either a standing protective order or a new protective order based on the model protective order attached as Attachment B. Expedited issuance of the protective order will permit CLECs that sign the protective order to begin reviewing the confidential wire center data promptly after Qwest files the data on June 27th.

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

STATE	WIRE CENTER	CLLI	TIER	NON-IMPAIRMENT FOR
ND	West Fargo	WFRGNDBC	Tier 2	DS3 Transport & DF
	Fargo-Moorhead	FARGNDBC	Tier 2	DS3 Transport & DF

VI. Reasons for Opening an Investigation if the Commission Does Not Choose to Use Processes Consistent with the Multi-State Settlement Agreement

In the event the Commission determines not to use processes and procedures consistent with the multi-state settlement agreement reached between Qwest and the Joint CLECs in those numerous other states as the manner in which wire centers will be determined to be non-impaired, then Qwest respectfully requests that the Commission open an investigation to fully explore these issues. If the Commission does so, Qwest respectfully requests the Commission address the following issues.

A. The Commission Should Conduct an Expedited Adjudicatory Proceeding

If the Commission opens a full investigation of these issues, Qwest respectfully submits the Commission should conduct an expedited proceeding to review and establish wire center line counts and numbers of fiber collocators per wire center. In the discussion that follows, Qwest describes the framework the Commission should adopt for the proceeding to ensure that all

necessary issues are resolved expeditiously and with the certainty required for Qwest and CLECs to implement the *TRRO* as the FCC intended.

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

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

2. *The proceeding should be expedited.* To avoid any delays in implementing the *TRRO*, the Commission should invoke any available procedures for expedited resolution of the issues described in this petition. As part of this expedited approach, the Commission at its initial prehearing conference should schedule an adjudicatory hearing as soon as possible.

3. *The Commission should conduct an adjudicatory proceeding.* Because the issues involving the number of business lines and fiber-based collocators are generally factual in nature, the Commission should conduct an adjudicatory proceeding. Qwest proposes a proceeding under which it would present an opening round of testimony containing wire center data for line counts and fiber collocators, the CLECs would present response testimony

indicating if they have a good faith basis for contesting Qwest's data. If the CLECs have such a good faith basis, they would offer data of their own or other evidence responding to Qwest's data. Qwest would submit reply testimony addressing any CLECs challenges to Qwest's data. Through this process, Qwest expects that the parties could significantly limit any disagreements concerning the wire center data. More important, an adjudicatory proceeding will result in a definitive determination by the Commission concerning the business line counts and numbers of fiber collocators in wire centers and will thereby give Qwest and the CLECs alike the certainty they need going forward.

4. *The Commission should adopt an appropriate protective order.* Because this proceeding will involve large amounts of confidential information, the Commission should adopt an appropriate protective order. In particular, confidentiality protection is needed for the types of CLEC-specific data that Qwest must file and produce to CLECs. Qwest suggests that prior to or during the initial procedural conference, all interested parties should discuss and attempt to agree upon an appropriate protective order. Qwest and the Joint CLECs in the multi-state proceedings have already agreed to a certain form of a protective order as part of the settlement agreement in other states, and thus, if a full investigation is required before this Commission, Qwest believes that the parties will be able to agree to a form of a protective order in relatively short order.

B. In Addition to Determinations Relating to Wire Center Data, the Commission Should Resolve Other Issues That Will be Affected by Those Determinations

The Commission's resolution of the wire center data issues is essentially a counting exercise, with the Commission being asked to review data and determine the number of business lines and fiber-based collocators in wire centers. Qwest is not asking the Commission to make any impairment determinations relating to high-capacity transport and loops, as the D.C. Circuit's decision in *USTA II* establishes that the FCC alone has authority to make those

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

First, the Commission should confirm Qwest's right to assess a nonrecurring charge (NRC) at applicable tariffed rates for converting impacted high-capacity loop and transport facilities in non-impaired wire centers to alternative products. Qwest incurs costs in converting UNE transport or high-capacity loops to alternative facilities or arrangements, and, accordingly, it should be permitted to assess an appropriate tariffed charge. Multiple CLECs have implicitly recognized Qwest's right to assess this charge, as evidenced by their decisions to enter into amendments to their interconnection agreements containing the charge. Qwest also notes that Qwest and the Joint CLECs agreed to an NRC for conversion activity in their settlement agreement in other states.

Second, the Commission should address the process for future updates of Qwest's list of non-impaired wire centers. This process should be streamlined and efficient. Again, the settlement agreement between Qwest and the Joint CLECs in other states has a description of a process that Qwest believes is streamlined and efficient, and which is consistent with the FCC's directive that carriers implement that framework expeditiously and in a self-executing manner.

Thus, the Commission should require Qwest to provide notice to the CLECs of additions to the list of non-impaired wire centers and, if the CLECs seek additional information, should direct Qwest to provide the CLECs with the methodology by which Qwest determined that a wire center meets the *TRRO*'s non-impairment criteria relating to numbers of business lines and fiber collocators. The CLECs should thereafter be given 90 days to transition DS1 and DS3 UNEs (180 days for impacted Dark Fiber facilities) to an alternative service.

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

MOTION FOR EXPEDITED ISSUANCE OF A PROTECTIVE ORDER

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

Accordingly, Qwest submits with this petition (Attachment B) a model protective order that the parties in the multi-state proceedings have agreed to in their settlement agreement (based on a Minnesota protective order). Qwest respectfully requests that the Commission issue either a

standing protective order, or a new protective order, based on the model protective order in Attachment B, or any protective order that it deems appropriate, as soon as possible.

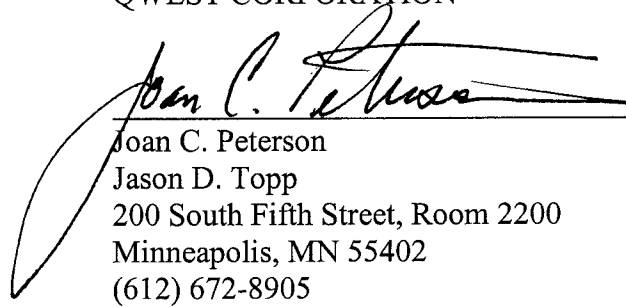
CONCLUSION

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

Dated: June 20, 2008

Respectfully submitted,

QWEST CORPORATION



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

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

I. INTRODUCTION

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

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

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

WHEREAS, the Washington Utilities and Transportation Commission (WUTC)

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

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

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

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

II. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Parties” refers collectively to Qwest Corporation and the Joint CLECs.

“Qwest” refers to “Qwest Corporation.”

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

III. INITIAL COMMISSION-APPROVED WIRE CENTER LIST

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

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

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

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

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

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

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

V. METHODOLOGY

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

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

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

B. Collocation –

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

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

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

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

subject to the following conditions:

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

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

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

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

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

based collocation.

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

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

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

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

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

1. A CLEC or any other party will have 30 days from the Filing Date to raise objections to Qwest's request with the Commission.
2. If no objections are filed with the Commission, the Effective Date of the Non-Impairment Designation will be thirty (30) days after the Filing Date, unless the Commission orders otherwise ("Effective Date for Undisputed Designations"). The Parties agree that they will request that the Commission not alter the Effective Date for Undisputed Designations without good cause. If no objections are filed with the Commission, the

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

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

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

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

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

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

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

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

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

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

VII. OTHER PROVISIONS

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

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

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

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

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

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

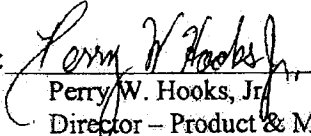
specifically for the period from March 11, 2005 to July 8, 2005.

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

Dated this 20th day of June, 2007.

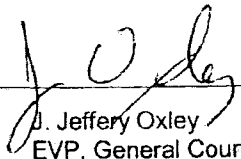
Qwest Corporation

By:



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

Eschelon

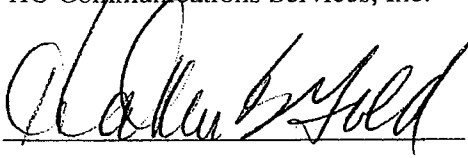
By: 

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

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

Dated this 14th day of June, 2007.

XO Communications Services, Inc.



A handwritten signature in cursive script, appearing to read "Heather B. Gold", is written over a horizontal line.

Heather B. Gold
SVP – External Affairs

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

Dated this 13th day of June, 2007.

McLeodUSA Telecommunications Services, Inc.



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

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

Dated this 22ND day of June, 2007.

Integra Telecom Holdings, Inc.

By: 

Charles L. Best
Vice President of Government Affairs
1201 NE Lloyd Blvd., Ste. 500
Portland, OR 97232

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

Dated this 15 day of June, 2007.

[Joint CLEC Signature Block]

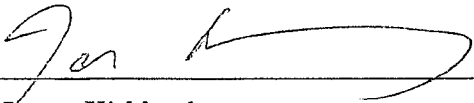
Karrie Willis

Karrie Willis, POPP.com, Inc.

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

Dated this 22nd day of June, 2007.

Covad Communications Company and
DIECA Communications, Inc.



By: James Kirkland

Its: Executive Vice-President, Strategic Development
and General Counsel

TRRO - Non-impaired Wire Centers

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

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	SLKUTMA	Tier 1, DS3	DS1 and DS3 Transport; DS3 Loops	11-Mar-05
	Salt Lake City South	SLKUTSO	Tier 1	DS1 and DS3 Transport	Tier 1 - 8-Jul-05
	WA	Salt Lake City West	SLKUTWE	Tier 1	DS1 and DS3 Transport
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		OLYMWA02	Tier 1	DS1 and DS3 Transport	11-Mar-05
Seattle Atwater		STTLWA05	Tier 1	DS1 and DS3 Transport	8-Jul-05
Seattle Campus		STTLWACA	Tier 1	DS1 and DS3 Transport	8-Jul-05
Seattle Cherry		STTLWACH	Tier 2	DS1 and DS3 Transport	11-Mar-05
Seattle Dummwamish		STTLWADU	Tier 2	DS3 Transport	8-Jul-05
Seattle East		STTLWA03	Tier 1	DS3 Transport	11-Mar-05
Seattle Elliott		STTLWAEI	Tier 1	DS1 and DS3 Transport	11-Mar-05
Seattle Main		STTLWA06	Tier 1, DS3, DS1	DS1 and DS3 Transport; DS3 and DS1 Loops	11-Mar-05
Spokane Riverside		SPKNWA01	Tier 1	DS1 and DS3 Transport	11-Mar-05
Tacoma Fawcett	TACMWAFA	Tier 2	DS3 Transport	11-Mar-05	

NOTES:

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

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

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

I. Amendment Terms

I.0 DEFINITIONS

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

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

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

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

STATE SPECIFIC - ARIZONA

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

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

STATE SPECIFIC - COLORADO

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

STATE SPECIFIC - MINNESOTA

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

STATE SPECIFIC - OREGON

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

STATE SPECIFIC - UTAH

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

STATE SPECIFIC - WASHINGTON

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

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

2.0 Unbundled Network Elements (UNE) General

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

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

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

For Covad:

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

For Integra and POPP.Com:

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

For XO:

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

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

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

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

2.0.C Intentionally Left Blank.

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

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

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

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

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

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

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

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

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

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

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

Integra (2.8.4):

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

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

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

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

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

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

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

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

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

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

For Covad:

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

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

For Integra and POPP.Com:

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

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

For XO:

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

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

II. Effective Date

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

III. Further Amendments

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

IV. Entire Agreement

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

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

Signature Blocks

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

ATTACHMENT C & MULTI-STATE DRAFT

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

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

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

STATE SPECIFIC - ARIZONA

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

STATE SPECIFIC - COLORADO

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

STATE SPECIFIC - MINNESOTA

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

STATE SPECIFIC - OREGON

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

STATE SPECIFIC - UTAH

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

STATE SPECIFIC - WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

9.1.13.4.1.2.2 For Caps:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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