Filed electronically and via overnight Federal Express

Public Utility Commission of Oregon ATTN: Filing Center 550 Capitol Street NE, Suite 215 Salem, OR 97308-2148

Re: In the Matter of the Petition of Eschelon Telecom of Oregon, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal

Telecommunications Act of 1996

Docket No. ARB 775

Dear Sir/Madam:

Enclosed for filing are an original and five copies of the Disputed Issues List (dated October 5, 2007) and the Combined Testimony/Evidence Map (dated October 5, 2007) in the above-referenced matter. Electronic copies of these documents were filed on October 5, 2007.

Also enclosed is a certificate of service. I have also enclosed an additional copy of this letter and request that you date stamp its receipt and return it to me in the enclosed self-addressed, stamped envelope.

Sincerely,

Tobe L. Goldberg Legal & Regulatory Administrator Eschelon Telecom, Inc., an Integra Telecom Company 612-436-6084 (Direct) 612-436-6816 (Department fax) tlgoldberg@eschelon.com

Enclosures

cc: Jason Topp, Qwest (email and Federal Express)
Alex Duarte, Qwest (email and Federal Express)

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

Docket No. ARB 775

In the Matter of the Petition of Eschelon Telecom of Oregon, Inc. for Arbitration with Qwest Corporation, Pursuant to 47 U.S.C. Section 252 of the Federal Telecommunications Act of 1996

CERTIFICATE OF SERVICE

I hereby certify that the Disputed Issues List (dated October 5, 2007) and the Combined Testimony/Evidence Map (dated October 5, 2007) were filed electronically with the Oregon Public Utility Commission on October 5, 2007. The original and five copies were sent via overnight mail on the 5th day of October, 2007 to:

Oregon Public Utility Commission ATTN: Filing Center 550 Capitol Street N.E. Suite 215 Salem, Oregon 97301-2551

and true and correct copies were sent via email and overnight delivery on October 5, 2007, to:

Jason Topp Qwest Corporation 200 South Fifth Street Room 395 Minneapolis, MN 55402 Jason.Topp@qwest.com

Alex M. Duarte Qwest Corporation 421 SW Oak Street, Room 810 Portland, OR 97204 Alex.Duarte@qwest.com

DATED this 5th day of October, 2007.

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
INTERVAL CHANGES AND			
PLACE- MENT			
Issue 1-1	PROPOSAL #1		
Section 1.7.2	1.7.2 If the Commission orders, or	1.7.2 Notwithstanding any other Form	natted: Font: 11 pt
and Exhibits	Qwest chooses to offer and CLEC	provision in this Agreement, the	natted: Font: 11 pt
N and O	desires to accept intervals longer	attached Exhibit C will be modified For	natted: Left, Tabs: 1.5", Left
See (a) to (e)	than those set forth in this	pursuant to the Change Fort	natted: Font: 11 pt
below for related issues	Agreement, including Exhibit C, the Parties shall amend this Agreement	Management Process ("CMP") without requiring the execution of	
in 7.4.7,	under one (1) of the two (2) options	an amendment.	
Exhibits C	set forth in Section 1.7.1 (an		natted: Font: 11 pt
and I and	interval Advice Adoption Letter or		natted: Normal, Tabs: 1.5",
9.23.9.4.3/	interval interim Advice Adoption	Left	maccar Normal, rabbi 115 ,
24.4.4.3 (first	Letter terminating with approval of		
sentence)	negotiated Amendment) pertaining		
	to the new interval (rather than new		
Interval	product) (or as otherwise ordered		
Changes	by the Commission). The forms of		

¹ KEY: BLACK = CLOSED; RED = DISPUTED. Black text in either of the "Proposed Language" columns indicates language that is agreed upon and thus closed, and red text indicates disputed (open) language. The highlighted (red) language in each column shows the modifications that the party proposes (and to which the other party disagrees). Therefore, the color highlighting shows the language that is at impasse with respect to the statement of issue described in the first column.

² This column includes the Issue Number; ICA Section or Exhibit Number; and Statement of Issue/Title.

³For proposals that are numbered or labeled as an "option," Eschelon offers any one of the proposals equally as a counter to Qwest's proposal. Proposals labeled as "alternatives" are plead in the alternative. For proposals labeled as an "alternative," Eschelon offers the first proposal but Eschelon offers the other language in the alternative, if the ALJ or Commission rejects that alternative. (In either case, yellow shading may be used to highlight the differences between the proposals.)

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	such letters are attached hereto as		
(1 of 2	Exhibits N -O).		
options for			
1.7.2)	1.7.2.1 Notwithstanding any other		
	provision in this Agreement, the		
	intervals in Exhibit C may be		
	shortened pursuant to the Change		
	Management Process (CMP)		
	without requiring the execution or		
	filing of any amendment to this		
	Agreement.		
	v		Deleted: ¶
Issue 1-1	PROPOSAL#2		
Section 1.7.2	1.7.2. If the Commission orders, or		Formatted: Font color: Red, Not
and Exhibits	Qwest chooses to offer and CLEC		Highlight
N and O	desires to accept intervals different		Formatted: Font color: Red
<i>See</i> (a) to (e)	from those set forth in this		
below for	Agreement, including Exhibit C, the		
related issues	Parties shall amend this Agreement		
in 7.4.7,	under one (1) of the two (2) options		
Exhibits C	set forth in Section 1.7.1 (an		
and I and	interval Advice Adoption Letter or		
9.23.9.4.3/	interval interim Advice Adoption		
24.4.4.3 (first	Letter terminating with approval of		
sentence)	negotiated Amendment) pertaining		
	to the new interval (rather than new		
Interval	product) (or as otherwise ordered		
Changes	by the Commission). The forms of		
(2.6)	such letters are attached hereto as		
(2 of 2	Exhibits N-O),		Formatted: Font: Not Bold, Underline, Font color: Red

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
options for				
1.7.2)				
Issue 1-1 (a)	7.4.7 Intervals for the provision of	7.4.7 Intervals for the provision of	Forma	atted: Font: 11 pt
	Interconnection trunks will conform	Interconnection trunks will conform	Forma	atted: Font: 11 pt
Section 7.4.7	to the performance objectives set	to the performance objectives set		
	forth in Section 20. <u>Intervals are set</u>	forth in Section 20, Any changes		ed: Intervals are set forth in
Intervals for	forth in Exhibit C. Any changes to	to the Interconnection trunk	Exhibit	C.
the provision	the Interconnection trunk intervals	intervals will be made <u>through the</u>	Delete	ed: as described in Section 1.7.2
of	will be made as described in	<u>Change Management Process</u>		
Interconnec-	Section 1.7.2 Operational processes	(CMP) applicable to the PCAT,		ed: through the Change
tion trunks	within Qwest work centers are	<u>pursuant to the procedures set forth</u>		ement Process (CMP) applicable CCAT, pursuant to the procedures
	discussed as part of the CMP.	<u>in Exhibit G.</u> Operational processes		h in Exhibit G.
	Qwest agrees that CLEC shall not	within Qwest work centers are		
	be held to the requirements of the	discussed as part of the CMP.		
	PCAT.	Qwest agrees that CLEC shall not		
		be held to the requirements of the		
		PCAT.		
Issue 1-1 (b)	<u>Rearrangements</u>		- Delete	ed: Rearrangements
13346 1 4 (0)	Eschelon proposes deletion of	Qwest proposed footnote in Exhibit	Delete	Car Realizangements
Exhibit C	Qwest proposed footnote in Exhibit	C: For UDIT rearrangements see		
Zamon C	C:	Qwest's wholesale website for the	Delete	ed: For UDIT rearrangements see
Group 2.0	(NOTE –See Exhibit C for	Service Interval guide		s wholesale website for the
Group 2.0	intervals)	Service interval guide	Service	Interval guide¶
UDIT	intervals)			
Rearrange-				
ments				
Issue 1-1 (c)	NOTE: Eschelon proposes to	NOTE: Qwest proposes deletion of		
155uc 1-1 (C)	include the LIS Trunking intervals	entire Section 9.0 of Exhibit C (LIS		
Exhibit C	in Exhibit C – see Exhibit C	Trunking Service Intervals) – see		
Exhibit C	III EAIHUIT C – SEE EAIHUIT C	Exhibit C		
		EXHIBIT		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED	
	LANGUAGE	LANGUAGE	
Group 9.0			
(LIS			
Trunking)			
Issue 1-1 (d)	3.1.1 For the following products	 3.2 For ICB intervals for those	Formatted: Font: 11 pt
	and services, for which the interval	standard products and services that	
Exhibit I,	is ICB, Qwest shall provide the ICB	require negotiated project time lines	
Section 3	due date interval to CLEC as	for installation, such as 2/4 wire	
	<u>follows:</u>	analog loop for more than twenty-	
ICB		five (25) loops, Qwest shall make	Formatted: Indent: Left: 1.5"
Provisioning	3.1.1.1 No later than seventy-two	every attempt to provide an FOC to	
Intervals	(72) hours after the application date	CLEC pursuant to the guidelines	
	for:	contained in the Service Interval	
	a) 25 or more 2/4 wire	Guide.	Formatted: Font: 11 pt
	analog loops;	•	Formatted: Indent: Left: 0.5"
	b) 25 or more 2-wire non-	4	Formatted: Indent: First line: 0.5"
	loaded loops;		Torridate in indentity in section 5.15
	c) 25 or more 4-wire non-		
	<u>loaded loops;</u>		
	d) 25 or more xDSL-I		
	capable loops;		
	e) 9 or more conditioned	4	Formatted: Indent: Left: 0.5"
	loops for 2/4 wire non-		
	loaded, ADSL compatible,		
	xDSL-I, ISDN; and		
	f) 25 or more lines Quick	4	Formatted: Indent: First line: 0.5"
	Loop and Quick Loop with LNP.		
		4	Formatted: Indent: Left: 2"
	3.1.1.2 No later than one-hundred		
	and ninety two (192) hours after the		
	application date for:		
	a) 25 or more DS0 UDITs;	4	Formatted: Indent: First line: 0.5"

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Section	b) 25 or more DS0 EEL/Loop Mux; c) 4 or more DS3 UDITs; and d) 4 or more DS3 EEL/Loop Mux			
Issue 1.1 (e)	9.23.9.4.3 [24.4.4.3] Service	9.23.9.4.3 [24.4.4.3] <u>Standard</u>		Deleted: Standard
g .:	intervals for LMC(s) Loops are set	service intervals for LMC are in		Deleted: s
Section 9.23.9.4.3	forth in Exhibit C	the Service Interval Guide (SIG) available at	,,,,,,(Formatted: No underline
9.23.9.4.3 (First	^	www.qwest.com/wholesale		Formatted: No underline
Sentence		A THE STREET THE STREE		Deleted: S
only)				Deleted: (s) Loops
			(1)	Deleted: set forth in Exhibit C
Intervals for Loop Mux Combinations				Deleted: in the Service Interval Guide (SIG) available at www.qwest.com/wholesale
(LMC)				Formatted: Font: Times New Roman
Section 1.7.3			\ \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Formatted: No underline
and subparts See Issue			`,`(Formatted: Font: Times New Roman
9-50 below			`(Formatted: Font: 10 pt
Issue 1-				
2Intentionall			(Deleted: ¶
y Left Blank				
CHANGE IN LAW				
Issues 2-3 & 2-4	PROPOSAL #1:	SAME FOR BOTH:		
	2.2 The provisions in this	2.2 The provisions in this	4	Formatted: No widow/orphan control, Pattern: Clear (White), Tabs:
	Agreement are intended to be in	Agreement are intended to be in		0.94", Left

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Section 2.2	compliance with and based on the	compliance with and based on the
and Section	existing state of the law, rules,	existing state of the law, rules,
22.4.1.2	regulations and interpretations	regulations and interpretations
	thereof, including but not limited to	thereof, including but not limited to
Application	state rules, regulations, and laws, as	state rules, regulations, and laws, as
of Rates in	of March 11, 2005 (the Existing	of March 11, 2005 (the Existing
Exhibit A	Rules). Nothing in this Agreement	Rules). Nothing in this Agreement
(Issue 2-3)	shall be deemed an admission by	shall be deemed an admission by
and	Qwest or CLEC concerning the	Qwest or CLEC concerning the
Effective	interpretation or effect of the	interpretation or effect of the
Date of	Existing Rules or an admission by	Existing Rules or an admission by
Legally	Qwest or CLEC that the Existing	Qwest or CLEC that the Existing
Binding	Rules should not be changed,	Rules should not be changed,
Changes	vacated, dismissed, stayed or	vacated, dismissed, stayed or
(Issue 2-4)	modified. Nothing in this	modified. Nothing in this
	Agreement shall preclude or estop	Agreement shall preclude or estop
(1 of 2	Qwest or CLEC from taking any	Qwest or CLEC from taking any
Options)	position in any forum concerning	position in any forum concerning
	the proper interpretation or effect of	the proper interpretation or effect of
	the Existing Rules or concerning	the Existing Rules or concerning
	whether the Existing Rules should	whether the Existing Rules should
	be changed, vacated, dismissed,	be changed, vacated, dismissed,
	stayed or modified. To the extent	stayed or modified. To the extent
	that the Existing Rules are vacated,	that the Existing Rules are vacated,
	dismissed, stayed or materially	dismissed, stayed or materially
	changed or modified, then this	changed or modified, then this
	Agreement shall be amended to	Agreement shall be amended to
	reflect such legally binding	reflect such legally binding
	modification or change of the	modification or change of the
	Existing Rules. Where the Parties	Existing Rules. Where the Parties
	fail to agree upon such an	fail to agree upon such an
	amendment within sixty (60) Days	amendment within sixty (60) Days

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	after notification from a Party	after notification from a Party		
	seeking amendment due to a	seeking amendment due to a		
	modification or change of the	modification or change of the		Formatted: Font: Times New Roman, 11 pt
	Existing Rules or if any time during	Existing Rules or if any time during		
	such sixty (60) Day period the	such sixty (60) Day period the	1	Formatted: Font: Times New Roman, 11 pt
	Parties shall have ceased to	Parties shall have ceased to	 	<u></u>
	negotiate such new terms for a	negotiate such new terms for a	11	Formatted: Font: Times New Roman, 11 pt
	continuous period of fifteen (15)	continuous period of fifteen (15)	ji	
	Days, it shall be resolved in	Days, it shall be resolved in	j. 1	Formatted: Font: Times New Roman, 11 pt
	accordance with the Dispute	accordance with the Dispute	53	
	resolution provision of this	resolution provision of this	j. j.	Deleted: The rates in Exhibit A and when they apply are addressed in Section
	Agreement. It is expressly	Agreement. It is expressly	# j: /	22.
ı	understood that this Agreement will	understood that this Agreement will	1 111	Deleted: will reflect
	be amended as set forth in this	be amended as set forth in this		
	Section 2.2, to reflect the outcome	Section 2.2, to reflect the outcome	f(f)	Formatted: Font: (Default) Times New Roman, Bold
	of generic proceedings by the	of generic proceedings by the	<i>[i j j/</i>	
	Commission for pricing, service	Commission for pricing, service	1111	Deleted: Rates in Exhibit A include legally binding decisions of the
	standards, or other matters covered	standards, or other matters covered	1 11/7	Commission and shall be applied on a
	by this Agreement, except where	by this Agreement, except where		prospective basis from the effective date of the legally binding Commission
	CLEC notifies Qwest in writing that	CLEC notifies Qwest in writing that	11) /	decision, unless otherwise ordered by the
	an amendment is not required. The	an amendment is not required.	4 /	Commission. When a regulatory body or
	rates in Exhibit A and when they	Rates in Exhibit A include legally		court issues an order causing a change in law and that order does not include a
	apply are addressed in Section 22.	binding decisions of the	1	specific implementation date, a Party may
	Any amendment shall be deemed	Commission and shall be applied on	/	provide notice to the other Party within
	effective on the effective date of the	a prospective basis from the		thirty (30) Days of the effective date of that order and any resulting a
	legally binding change or	effective date of the legally binding		
	modification of the Existing Rules	Commission decision, unless	,/	Formatted: Font: (Default) Times New Roman, Not Bold
	for rates, and to the extent	otherwise ordered by the	,′	
	practicable for other terms and	Commission. When a regulatory	/ /	Deleted: In the event neither Party provides notice within thirty (30) Days,
	conditions, unless otherwise	body or court issues an order	/	the effective date of the legally binding
	ordered. While any negotiation or	causing a change in law and that	/	change shall be the effective date of the amendment unless the Parties agree to a
	Dispute resolution is pending for an	order does not include a specific		different date.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	amendment pursuant to this Section	implementation date, a Party may	
	2.2 the Parties shall continue to	provide notice to the other Party	
	perform their obligations in	within thirty (30) Days of the	
	accordance with the terms and	effective date of that order and any	
	conditions of this Agreement. For	resulting amendment shall be	Deleted: a
	purposes of this Section, "legally	deemed effective on the effective	Deleted: A
İ	binding" means that the legal ruling	date of the legally binding change	Deleted: ny
!	has not been stayed, no request for a	or modification of the Existing	Defected by
	stay is pending, and any deadline	Rules for rates, and to the extent	
	for requesting a stay designated by	practicable for other terms and	
	statute or regulation, has passed.	conditions, unless otherwise	
		ordered. In the event neither Party	
		provides notice within thirty (30)	
		Days, the effective date of the	
		legally binding change shall be the	
		effective date of the amendment	
		unless the Parties agree to a	
		different date. While any	
		negotiation or Dispute resolution is	
		pending for an amendment pursuant	
		to this Section 2.2 the Parties shall	
		continue to perform their	
		obligations in accordance with the	
		terms and conditions of this	
		Agreement. For purposes of this	
		Section, "legally binding" means	
		that the legal ruling has not been	
		stayed, no request for a stay is	
		pending, and any deadline for	
1		requesting a stay designated by	
		statute or regulation, has passed,	Formatted: Font: Not Bold

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issues 2-3 &	PROPOSAL #2:	SAME FOR BOTH:
2-4	2.2 The provisions in this	2.2 The provisions in this
	Agreement are intended to be in	Agreement are intended to be in
Section 2.2	compliance with and based on the	compliance with and based on the
and Section	existing state of the law, rules,	existing state of the law, rules,
22.4.1.2	regulations and interpretations	regulations and interpretations
	thereof, including but not limited to	thereof, including but not limited to
Application	state rules, regulations, and laws, as	state rules, regulations, and laws, as
of Rates in	of March 11, 2005 (the Existing	of March 11, 2005 (the Existing
Exhibit A	Rules). Nothing in this Agreement	Rules). Nothing in this Agreement
(Issue 2-3)	shall be deemed an admission by	shall be deemed an admission by
and	Qwest or CLEC concerning the	Qwest or CLEC concerning the
Effective	interpretation or effect of the	interpretation or effect of the
Date of	Existing Rules or an admission by	Existing Rules or an admission by
Legally	Qwest or CLEC that the Existing	Qwest or CLEC that the Existing
Binding	Rules should not be changed,	Rules should not be changed,
Changes	vacated, dismissed, stayed or	vacated, dismissed, stayed or
(Issue 2-4)	modified. Nothing in this	modified. Nothing in this
	Agreement shall preclude or estop	Agreement shall preclude or estop
(2 of 2	Qwest or CLEC from taking any	Qwest or CLEC from taking any
Options)	position in any forum concerning	position in any forum concerning
	the proper interpretation or effect of	the proper interpretation or effect of
	the Existing Rules or concerning	the Existing Rules or concerning
	whether the Existing Rules should	whether the Existing Rules should
	be changed, vacated, dismissed,	be changed, vacated, dismissed,
	stayed or modified. To the extent	stayed or modified. To the extent
	that the Existing Rules are vacated,	that the Existing Rules are vacated,
	dismissed, stayed or materially	dismissed, stayed or materially
	changed or modified, then this	changed or modified, then this
	Agreement shall be amended to	Agreement shall be amended to

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	,	Deleted: Each Party has an obligation to ensure that the Agreement is amended
Sections	reflect such legally binding	reflect such legally binding		accordingly.
	modification or change of the	modification or change of the	/	Formatted: Font: Times New
	Existing Rules. Each Party has an	Existing Rules. Where the Parties	,'	Roman, 11 pt
	obligation to ensure that the	fail to agree upon such an		Formatted: Font: Times New
	Agreement is amended accordingly.	amendment within sixty (60) Days	i	Roman, 11 pt
1	Where the Parties fail to agree upon	after notification from a Party	j:	Formatted: Font: Times New
	such an amendment within sixty	seeking amendment due to a	it	Roman, 11 pt
	(60) Days after notification from a	modification or change of the	[1]	Formatted: Font: Times New
	Party seeking amendment due to a	Existing Rules or if any time during		Roman, 11 pt
	modification or change of the	such sixty (60) Day period the	111	Deleted: The rates in Exhibit A and
	Existing Rules or if any time during	Parties shall have ceased to		when they apply are further addressed in Section 22. Generally, with respect to
	such sixty (60) Day period the	negotiate such new terms for a		rates, this Section 2.2 addresses changes
	Parties shall have ceased to	continuous period of fifteen (15)		to rates that have been previously
	negotiate such new terms for a	Days, it shall be resolved in	1111	approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved
	continuous period of fifteen (15)	accordance with the Dispute	1111	
	Days, it shall be resolved in	resolution provision of this	133	by the Commission (Unapproved Rates).
	accordance with the Dispute	Agreement. It is expressly	1111	Deleted: will reflect
	resolution provision of this	understood that this Agreement will		Deleted:
	Agreement. It is expressly	be amended as set forth in this	100	Deleted: Each Party reserves its rights
	understood that this Agreement will	Section 2.2, to reflect the outcome	(iii)	with respect to the effective date of a
	be amended as set forth in this	of generic proceedings by the	19.6	legally binding modification or change of the Existing Rules and, if different, other
	Section 2.2, to reflect the outcome	Commission for pricing, service		dates for implementation or application of
	of generic proceedings by the	standards, or other matters covered	-1	an order, if any. If a Party desires a
	Commission for pricing, service	by this Agreement, except where	1979	particular deadline or time period for application or implementation of any
	standards, or other matters covered	CLEC notifies Qwest in writing that	17 4	aspect of a proposed order, the Party may
	by this Agreement, except where	an amendment is not required.	1	request under the Commission's re[1]
	CLEC notifies Qwest in writing that	Rates in Exhibit A include legally	1	Deleted: and
	an amendment is not required. The	binding decisions of the	12.	Deleted: shall be implemented and
	rates in Exhibit A and when they	Commission_unless_otherwise	L	applied on a prospective basis from [2]
	apply are further addressed in	ordered by the Commission, When a		Deleted: subsequently
				Deleted: or, if allowed by the order, agreed upon by the Parties.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Section 22. Generally, with respect	regulatory body or court issues an	
	to rates, this Section 2.2 addresses	order causing a change in law and	
	changes to rates that have been	that order does not include a	
	previously approved by the	specific implementation date, a	
	Commission, and Section 22	Party may provide notice to the	
	(Pricing) also addresses rates that	other Party within thirty (30) Days	
	have not been previously approved	of the effective date of that order	
	by the Commission (Unapproved	and any resulting amendment shall	Formatted: Font: (Default) Times
	Rates). Rates in Exhibit A will	be deemed effective on the effective	New Roman
	reflect legally binding decisions of	date of the legally binding change	Deleted: include
	the Commission <u>Each Party</u>	or modification of the Existing	Formatted: Font: (Default) Times
	reserves its rights with respect to	Rules for rates, and to the extent	New Roman, Not Bold
	the effective date of a legally	<u>practicable for other terms and</u>	Deleted: .
	binding modification or change of	conditions, unless otherwise	
	the Existing Rules and, if different,	ordered. While any negotiation or	
	other dates for implementation or	Dispute resolution is pending for an	
	application of an order, if any. If a	amendment pursuant to this Section	
	Party desires a particular deadline	2.2 the Parties shall continue to	
	or time period for application or	perform their obligations in	
	implementation of any aspect of a	accordance with the terms and	
	proposed order, the Party may	conditions of this Agreement. For	
	request under the Commission's	purposes of this Section, "legally	
	regularly established rules that the	binding" means that the legal ruling	
	Commission establish a specific	has not been stayed, no request for a	
	implementation date, stay the order,	stay is pending, and any deadline	
	or provide other such relief as	for requesting a stay designated by	
	applicable. If, however, the	statute or regulation, has passed.	
	Commission enters an order that is		
	silent on the issue, the order shall be		Deleted: and
	implemented and applied on a	22.4.1.2 If the Interim	

Issue#/1

Section#2

state-specific).

ESCHELON PROPOSED

LANGUAGE³

prospective basis from the date that	Rates are reviewed and changed by	
the order is effective either by	the Commission, the Parties shall	
operation of law or as otherwise	incorporate the rates established by	
stated in the order (such as	the Commission into this	
"effective immediately" or a	Agreement pursuant to Section 2.2	
specific date), unless subsequently	of this Agreement. Such	
otherwise ordered by the	Commission-approved rates shall	
Commission or, if allowed by the	be effective as of the date required	
order, agreed upon by the Parties. 4	by a legally binding order of the	Deleted: When a regulatory body or
While any negotiation or Dispute	Commission. Rates in Exhibit A	court issues an order causing a change in law and that order does not include a
resolution is pending for an	include legally binding decisions of	specific implementation date, a Party may
amendment pursuant to this Section	the Commission and shall be	provide notice to the other Party within
2.2 the Parties shall continue to	applied on a prospective basis from	thirty (30) Days of the effective date of that order and any resulting
perform their obligations in	the effective date of the legally	Formatted: Font: (Default) Times
accordance with the terms and	binding Commission decision,	New Roman, Not Bold
conditions of this Agreement. For	unless otherwise ordered by the	Deleted: amendment shall be deemed
purposes of this Section, "legally	Commission.	effective on the effective date of the
binding" means that the legal ruling		legally binding change or modification of
has not been stayed, no request for a		the Existing Rules for rates, and to the extent practicable for other terms and
stay is pending, and any deadline		conditions, unless otherwise ordered.
for requesting a stay designated by		Formatted: Font: (Default) Times
statute or regulation, has passed.		New Roman
22.4.1.2 If the Leteries		Deleted: Each Party reserves its rights
22.4.1.2 If the Interim		with respect to whether Interim Rates are subject to true-up. If, however, the
Rates are reviewed and changed by		Commission issues an order with respect
		to rates that is silent on the issue of a
4 As discussed with Proposal #1, the following centence is from the	SGAT: "Any amendment shall be deemed effective on the effective date of	true-up, the rates shall be implemented and applied on a prospective basis from
	to the extent practicable for other terms and conditions, unless otherwise order	
		Commission decision as described in
offers Proposal #2 either with or without this sentence. As it ends w	vith "unless otherwise ordered," it allows for a different date to be set.	Section 2.2.

QWEST PROPOSED

LANGUAGE

Formatted: Font: 10 pt

Formatted: Font: 10 pt

⁵ As an alternative to placing this language in Section 22.4.1.2, Eschelon also is willing to add the above quoted language at the end of Section 22.4.1.1 (Oregon

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED		
Section# ²	LANGUAGE ³		LANGUAGE		
	the Commission, the Parties shall				
	incorporate the rates established by				
	the Commission into this				
	Agreement pursuant to Section 2.2				
	of this Agreement. Such				
	Commission-approved rates shall				
	be effective as of the date required				
	by a legally binding order of the				
	Commission. Each Party reserves				
	its rights with respect to whether				
	Interim Rates are subject to true-up.				
	If, however, the Commission issues				
	an order with respect to rates that is				
	silent on the issue of a true-up, the				
	rates shall be implemented and				
	applied on a prospective basis from				
	the effective date of the legally				
	binding Commission decision as			_	
	described in Section 2.2. 5	,	_		leted: Rates in Exhibit A include
					ally binding decisions of the mmission and shall be applied on a
Section 4				\ pro	spective basis from the effective date
Definition of					the legally binding Commission cision, unless otherwise ordered by the
"Commission					mmission.
Approved				Fo	rmatted: Highlight
Wire Center					
List"					
See Issue 9-					
37 below					_
Section 4					
Definition of					
"Wire Center					

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED		
Section# ²	LANGUAGE ³		LANGUAGE		
Docket"					
See Issue 9-					
37 below					
DESIGN					
CHANGES					
Issue 4-5	9.2.3.8 Design Change rates for		.2.3.8 Design Change rates for		
	<u>Unbundled Loops (unless the need</u>		Inbundled Loops (unless the need		
Section	for such change is caused by Qwest,		or such change is caused by Qwest,		
9.2.3.8	in which case this rate does not		which case this rate does not		
	apply.)	<u>ap</u>	pply.)		
See (a) to (c)					
below for	L				Comment [Q1]:
related				* (Formatted: Left
sections: 9.2.3.9					Formatted: Left, Tabs: 1.94", Left
and					Formatted: Indent 3, Indent: Left:
Exhibit A at				`_	0.43", Tabs: Not at 1.5"
9.20.13					Formatted: Indent 3, Indent: Left: 0.05", Tabs: Not at 1.5"
45 .					
"Design					
Change"					
Issue 4-5 (a)	9.2.3.9 CFA Change – 2/4 Wire	0	.2.3.9 Rates for CFA changes are		
135uc 4-3 (a)	Loop Cutovers. Connecting		et forth in Exhibit A (unless the		
9.2.3.9	Facility Assignment (CFA) changes		eed for such change is caused by		
7.2.0.1	for Coordinated Installation Options		Owest, in which case this rate does		
CFA Change	for 2-Wire and 4-Wire analog		ot apply).		
	(voice grade) Loops (excluding the		**		
	Batch Hot Cut Process) on the day				
	of the cut, during test and turn up.				

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	When this charge applies, the Design Change rate for Unbundled Loops does not apply.		
Issue 4-5 (b) Intentionally Left Blank	A	Forn	natted: Font: Not Bold
Issue 4-5 (c)	9.20.11 Design Change	9.20.11 Design Change \$103.10 12	
Exhibit A	9.20.11.1 Design Change		
Section 9.20.11	(Transport) \$58.27 1 9.20.11.2 (Loop) \$30.00	(Tran	ted: 9.20.11.1 Design Change sport) \$58.27 1¶
Design Change	1	9.20	.1.2 (Loop) \$30.00 1¶ 1.3 CFA - 2/4 Wire Loop cutovers 0 1¶
Charge	9.20 11.3 CFA - 2/4 Wire Loop		natted: Font: Times New Roman
	<u>cutovers</u> \$ 5.00 <u>1</u>	Form	natted: Font: Times New Roman
DISCONTIN- UATION OF ORDER PROCESS- ING			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
Issue 5-6	PROPOSAL #1:	SAME FOR BOTH		
	5.4.2 With the Commission's	PROPOSALS:		
Section 5.4.2	approval, one Party may	5.4.2 One Party may discontinue	Delete	ed: O
	discontinue processing orders for	processing orders for relevant		ed: With the Commission's
Discontinua-	relevant services for the failure of	services for the failure of the other	approv	al, o
tion of Order		Party to make full payment, less		
Processing	payment, less any disputed amount	any disputed amount as provided		
	as provided for in Section 21.8 of	for in Section 21.8 of this		
(1 of 2	this Agreement, for the relevant	Agreement, for the relevant services		
options)	services provided under this	provided under this Agreement		
	Agreement within thirty (30) Days	within thirty (30) Days following		
	following the Payment Due Date.	the Payment Due Date. The Billing		
	The Billing Party will notify the	Party will notify the other Party in		
	other Party in writing and the	writing and the Commission on a		
	Commission on a confidential basis	confidential basis at least ten (10)		
	at least ten (10) business days prior	business days prior to discontinuing		
	to discontinuing the processing of	the processing of orders for the		
	orders for the relevant services. If	relevant services. If the Billing		
	the Billing Party does not refuse to	Party does not refuse to accept		
	accept additional orders for the	additional orders for the relevant		
	relevant services on the date	services on the date specified in the		
	specified in the ten (10) business	ten (10) business days notice, and		
	days notice, and the other Party's	the other Party's non-compliance		
	non-compliance continues, nothing	continues, nothing contained herein		
	contained herein shall preclude the	shall preclude the Billing Party's		
	Billing Party's right to refuse to	right to refuse to accept additional		
	accept additional orders for the	orders for the relevant services from		
	relevant services from the non-	the non-complying Party without		
	complying Party without further	further notice. Additionally, the		
	notice. Additionally, the Billing	Billing Party may require a deposit		
	Party may require a deposit (or	(or additional deposit) from the		
	additional deposit) from the billed	billed Party, pursuant to Section		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Party, pursuant to Section 5.4.5.	5.4.5. The Billing Party shall	
	The Billing Party shall resume	resume order processing without	ut
	order processing without	unreasonable delay upon recei	pt of
	unreasonable delay upon receipt of	full payment of all charges, an	d
	full payment of all charges, and	payment of a deposit, if any, for	or the
	payment of a deposit, if any, for the	relevant services not disputed	
	relevant services not disputed in	good faith under this Agreeme	
	good faith under this Agreement.	Both Parties agree, however, t	
	Both Parties agree, however, that	the application of this provision	
	the application of this provision will	be suspended for the initial thi	, ,
	be suspended for the initial three (3)	Billing cycles of this Agreeme	
	Billing cycles of this Agreement	and will not apply to amounts	
	and will not apply to amounts billed	during those three (3) cycles.	
	during those three (3) cycles. In	addition to other remedies that	
	addition to other remedies that may	be available at law or equity, t	
	be available at law or equity, the	billed Party reserves the right	
	billed Party reserves the right to	seek equitable relief, including	
	seek equitable relief, including	injunctive relief and specific	
	injunctive relief and specific	performance.	
	performance.		
Issue 5-6	PROPOSAL #2:	SAME FOR BOTH	
	5.4.2 One Party may discontinue	PROPOSALS:	
Section 5.4.2	processing orders for relevant	5.4.2 One Party may discontin	nue
	services for the failure of the other	processing orders for relevant	
Discontinua-	Party to make full payment, less	services for the failure of the o	
tion of Order	any disputed amount as provided	Party to make full payment, le	
Processing	for in Section 21.8 of this	any disputed amount as provide	ed
	Agreement, for the relevant services	for in Section 21.8 of this	
(2 of 2	provided under this Agreement	Agreement, for the relevant se	
options)	within thirty (30) Days following	provided under this Agreemen	
	the Payment Due Date <u>If the</u>	within thirty (30) Days follow	ng

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	billed Party asks the Commission to	the Payment Due Date	Deleted: If the billed Party asks the
	prevent discontinuance of order		Commission to prevent discontinuance of order processing and/or rejection of
	processing and/or rejection of		orders (e.g., because delay in submitting
	orders (e.g., because delay in		dispute or making payment was
	submitting dispute or making		reasonably justified due to inaccurate or incomplete Billing), the Billing Party will
	payment was reasonably justified		continue order processing while the
	due to inaccurate or incomplete		proceedings are pending, unless the Commission orders otherwise
	Billing), the Billing Party will		Commission orders otherwise
	continue order processing while the		
	proceedings are pending, unless the		
	Commission orders otherwise		
Issue 5-7	5.4.3 With the Commission's	5.4.3 The Billing Party may	Deleted: With the Commission's
	approval pursuant to Section 5.13.1,	disconnect any and all relevant	approval pursuant to Section 5.13.1,, t
Section 5.4.3	the Billing Party may disconnect	services for failure by the billed	Deleted: T
& see (a)	any and all relevant services for	Party to make full payment, less	
below related	failure by the billed Party to make	any disputed amount as provided	
section	full payment, less any disputed	for in Section 21.8 of this	
5.13.1	amount as provided for in Section	Agreement, for the relevant services	
	21.8 of this Agreement, for the	provided under this Agreement	
Commission	relevant services provided under	within sixty (60) Days following	
approval for	this Agreement within sixty (60)	the Payment Due Date. For Resale	
disconnects	Days following the Payment Due	products pursuant to Section 6, the	
	Date. For Resale products pursuant	billed Party will pay the applicable	
	to Section 6, the billed Party will	tariffed non-recurring charge less	
	pay the applicable tariffed non-	the wholesale discount set forth in	
	recurring charge less the wholesale	Exhibit A, required to reconnect	
	discount set forth in Exhibit A,	each resold End User Customer line	
	required to reconnect each resold	disconnected pursuant to this	
	End User Customer line	paragraph. The Billing Party will	
	disconnected pursuant to this	notify the billed Party in at least ten	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	paragraph. The Billing Party will	(10) business days prior to	
	notify the billed Party in at least ten	disconnection of the unpaid	
	(10) business days prior to	service(s). In case of such	
	disconnection of the unpaid	disconnection, all applicable	
	service(s). In case of such	undisputed charges, including	
	disconnection, all applicable	termination charges, if any, shall	
	undisputed charges, including	become due. If the Billing Party	
	termination charges, if any, shall	does not disconnect the billed	
	become due. If the Billing Party	Party's service(s) on the date	
	does not disconnect the billed	specified in the ten (10) business	
	Party's service(s) on the date	days notice, and the billed Party's	
	specified in the ten (10) business	noncompliance continues, nothing	
	days notice, and the billed Party's	contained herein shall preclude the	
	noncompliance continues, nothing	Billing Party's right to disconnect	
	contained herein shall preclude the	any or all relevant services of the	
	Billing Party's right to disconnect	non-complying Party without	
	any or all relevant services of the		if disconnection has been
	non-complying Party without	the non-paid service to occur, the	the Commission
	further notice, if disconnection has	billed Party will be required to	
	been approved by the Commission.	make full payment of all past and	
	For reconnection of the non-paid	current undisputed charges under	
	service to occur, the billed Party	this Agreement for the relevant	
	will be required to make full	services. Additionally, the Billing	
	payment of all past and current	Party may request a deposit (or	
	undisputed charges under this	recalculate the deposit) as specified	
	Agreement for the relevant services.	in Sections 5.4.5 and 5.4.7 from the	
	Additionally, the Billing Party may	billed Party, pursuant to this	
	request a deposit (or recalculate the	Section. Both Parties agree,	
	deposit) as specified in Sections	however, that the application of this	
	5.4.5 and 5.4.7 from the billed	provision will be suspended for the	
	Party, pursuant to this Section.	initial three (3) Billing cycles of this	
	Both Parties agree, however, that	Agreement and will not apply to	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	the application of this provision will	amounts billed during those three	
	be suspended for the initial three (3)	(3) cycles. In addition to other	
	Billing cycles of this Agreement	remedies that may be available at	
	and will not apply to amounts billed	law or equity, each Party reserves	
	during those three (3) cycles. In	the right to seek equitable relief,	
	addition to other remedies that may	including injunctive relief and	
	be available at law or equity, each	specific performance.	
	Party reserves the right to seek		
	equitable relief, including injunctive		
	relief and specific performance.		
Issue 5-7(a)	5.13.1 If either Party	5.13.1 If either Party	Formatted: Left
	defaults in the payment of any	defaults in the payment of any	Formatted: Left
Section	amount due hereunder, or if either	amount due hereunder, or if either	
5.13.1	Party violates any other material	Party violates any other material	
	provision of this Agreement, and	provision of this Agreement, and	
Commission	such default or violation shall	such default or violation shall	
approval	continue for thirty (30) Days after	continue for thirty (30) Days after	
prior to	written notice thereof, the other	written notice thereof, the other	
disconnection	Party must notify the Commission	Party may seek relief in accordance	Deleted: must notify the Commission
	in writing and may seek relief in	with the Dispute resolution	in writing and
	accordance with the Dispute	provision of this Agreement. The	
	resolution provision of this	failure of either Party to enforce any	
	Agreement. The failure of either	of the provisions of this Agreement	
	Party to enforce any of the	or the waiver thereof in any	
	provisions of this Agreement or the	instance shall not be construed as a	
	waiver thereof in any instance shall	general waiver or relinquishment on	
	not be construed as a general waiver	its part of any such provision, but	
	or relinquishment on its part of any	the same shall, nevertheless, be and	
	such provision, but the same shall,	remain in full force and effectTo the	Deleted: . Neither Party shall
	nevertheless, be and remain in full	extent that either Party disputes,	disconnect service to the other Party without first obtaining Commission
			approval.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	force and effect. Neither Party shall	pursuant to Section 21.8, any	
	disconnect service to the other Party	amount due hereunder, the Party's	
	without first obtaining Commission	withholding of such disputed	
	approval. To the extent that either	amounts pursuant to Section 21.8	
	Party disputes, pursuant to Section	shall not constitute a default under	
	21.8, any amount due hereunder,	this Section 5.13 during the	
	the Party's withholding of such	pendency of such dispute.	
	disputed amounts pursuant to		
	Section 21.8 shall not constitute a		
	default under this Section 5.13		
	during the pendency of such		
	dispute.		
	•		
DEPOSITS			
Issue 5-8	5.4.5 Disputed portion (issue 1):	5.4.5 Disputed portion (issue 1):	
•	"Repeatedly Delinquent" means	"Repeatedly Delinquent" means	
Section 5.4.5	payment of any undisputed non-de		eted: non-de minimus
	minimus ⁶ amount received more	and the state of t	natted: Font: Times New Roman
De Minimus	than thirty (30) Days after the	after the Payment Due Date	natted: Font: 11 pt
Amount	Payment Due Date	rom	natted: Folit: 11 pt
		Entire provision:	
(1 of 3 issues	Entire provision:	5.4.5 Each Party will determine the	
in 1 ^s	5.4.5 Each Party will determine the	other Party's credit status based on	
Eschelon	other Party's credit status based on	previous payment history as	
proposal for	previous payment history as	described below or, if the Parties	
5.4.5)	described below or, if the Parties	are doing business with each other	
	are doing business with each other	for the first time, based on credit	
	for the first time, based on credit	reports such as Dun and Bradstreet.	
	reports such as Dun and Bradstreet.	If a Party that is doing business	

Eschelon will also accept the word "material" in place of "non deminimus". Eschelon/9, Denney/84 and Eschelon/9, Denney/91.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	If a Party that is doing business	with the other Party for the first	
	with the other Party for the first	time has not established satisfactory	
	time has not established satisfactory	credit with the other Party	
	credit with the other Party	according to the previous sentence	
	according to the previous sentence	or the Party is Repeatedly	
	or the Party is Repeatedly	Delinquent in making its payments,	
	Delinquent in making its payments,	or the Party is being reconnected	
	or the Party is being reconnected	after a disconnection of service or	
	after a disconnection of service or	discontinuance of the processing of	
	discontinuance of the processing of	orders by the Billing Party due to a	
	orders by the Billing Party due to a	previous non-payment situation, the	
	previous non-payment situation, the	Billing Party may require a deposit	
	Billing Party may require a deposit	to be held as security for the	
	to be held as security for the	payment of charges before the	
	payment of charges before the	orders from the billed Party will be	
	orders from the billed Party will be	provisioned and completed or	
	provisioned and completed or	before reconnection of service.	
	before reconnection of service.	"Repeatedly Delinquent" means	
	"Repeatedly Delinquent" means	payment of any undisputed amount	Deleted: non-de minimus
	payment of any undisputed <u>non-de</u>	received more than thirty (30) Days	Formatted: Font: Times New Roman
	minimus amount received more	after the Payment Due Date, three	Formatted: Font: Times New Roman
	than thirty (30) Days after the	(3) or more times during a twelve	`\ \
	Payment Due Date, <u>for</u> three (3)	(12) month period on the same	Deleted: for
	consecutive months, on the same	Billing account number. The	Deleted: consecutive months.
	Billing account number. The	deposit may not exceed the	Deleted: or more times during a twelve
	deposit may not exceed the	estimated total monthly charges for	(12) month period
	estimated total monthly charges for	an average two (2) month period	
	an average two (2) month period	within the 1 st three (3) months from	
	within the 1 st three (3) months from	the date of the triggering event	
	the date of the triggering event	which would be either the date of	
	which would be either the date of	the request for reconnection of	
	the request for reconnection of	services or resumption of order	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	services or resumption of order	processing and/or the date CLEC is		
	processing and/or the date CLEC is	Repeatedly Delinquent as described		
	Repeatedly Delinquent as described	above for all services. The deposit		
	above for all services. The deposit	may be a surety bond if allowed by		
	may be a surety bond if allowed by	the applicable Commission		
	the applicable Commission	regulations, a letter of credit with		
	regulations, a letter of credit with	terms and conditions acceptable to		
	terms and conditions acceptable to	the Billing Party, an – interest		
	the Billing Party, an – interest	bearing escrow account, or some		
	bearing escrow account, or some	other form of mutually acceptable		
	other form of mutually acceptable	security such as a cash deposit.		
	security such as a cash deposit.	Required deposits are due and		
	Required deposits are due and	payable within thirty (30) Days		
	payable within thirty (30) Days	after demand and conditions being		
	after demand and conditions being	met,		Deleted: unless the billed Party
	met, unless the billed Party		\	challenges the amount of the deposit or deposit requirement (e.g., because delay
	challenges the amount of the		\	in submitting disputes or making payment
	deposit or deposit requirement (e.g.,		\	was reasonably justified due to inaccurate
	because delay in submitting		1	or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before
	disputes or making payment was		,	the Commission, deposits are due and
	reasonably justified due to		\	payable as of the date ordered by the
	inaccurate or incomplete Billing)		\	Commission.
	pursuant to Section 5.18. If such a			Formatted: Font: 11 pt
	Dispute is brought before the			
	Commission, deposits are due and			
	payable as of the date ordered by			
	the Commission.			
				Formatted: Font: Times New Roman
Issue 5-9	PROPOSAL #1 (issue 2):			
	5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"		
Section 5.4.5	means payment of any undisputed.	means payment of any undisputed.		

T 111	EGGIFFI ON PROPOSEE	OVERTICAL DE ODOCED	
Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	amount received more than	amount received more than	
Definition of	thirty (30) Days after the Payment	thirty (30) Days after the Payment	
Repeatedly	Due Date, <u>for</u> three (3) <u>consecutive</u>	Due Date, three (3) or more times	C Deleted: for
Delinquent	months. on the same Billing	during a twelve (12) month period	Deleted: consecutive months
(2 52:	account number	on the same Billing account	Deleted: or more times during a twelve
(2 of 3 issues		number	(12) month period
in 1 st			
Eschelon			
proposal for			
5.4.5)			
(1 of 2			
options)			
Issue 5-9	PROPOSAL #2 (issue 2):		
	5.4.5 "Repeatedly Delinquent"	5.4.5 "Repeatedly Delinquent"	
Section 5.4.5	means payment of any undisputed.	means payment of any undisputed.	
	amount received more than	amount received more than	
Definition of	thirty (30) Days after the Payment	thirty (30) Days after the Payment	
Repeatedly	Due Date, three (3) or more times	Due Date, three (3) or more times	
Delinquent	during a six (6) month period on	during a twelve (12) month period	
	the same Billing account number	on the same Billing account	
(2 of 3 issues		number	{ Formatted: Font: 11 pt
1 st Eschelon			Formatted: Space Before: 0 pt,
proposal for			After: 0 pt
5.4.5)			
(2 of 2			
options)			
Issue 5-10			
Intentionally			
Left Blank			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Issue 5-11	5.4.5Required deposits are due		Formatted: Font: (Default) Times
	and payable within thirty (30) Days		lew Roman
Section 5.4.5	after demand and conditions being	(30) Days after demand and	
	met, unless the billed Party		Deleted: , unless the billed Party
Disputes	challenges the amount of the	conditions being met	hallenges the amount of the deposit or
Before	deposit or deposit requirement (e.g.,	d	eposit requirement (e.g., because delay
Commission	because delay in submitting		n submitting disputes or making paymen was reasonably justified due to inaccurate
	disputes or making payment was		r incomplete Billing) pursuant to Section
(3 of 3 issues	reasonably justified due to		1.18. If such a Dispute is brought before the Commission, deposits are due and
in 1 st	inaccurate or incomplete Billing)		ayable as of the date ordered by the
Eschelon	pursuant to Section 5.18. If such a		Commission.¶
proposal for	Dispute is brought before the	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	formatted: Font: Times New Roman
5.4.5)	Commission, deposits are due and		Formatted: Font: (Default) Times
	payable as of the date ordered by		New Roman
	the Commission.		Formatted: Font: Times New Roman, 11 pt
Issue 5-12	PROPOSAL #3:	PROPOSAL #3:	
	5.4.5 <u>If the Parties are doing</u>	5.4.5 <u>Each Party will determine</u>	Deleted: Each Party
Section 5.4.5	business with each other for the first	the other Party's credit status based	Deleted: will
	time, each Party will determine the	on previous payment history as	Deleted: determine the other Party's
Deposit	other Party's credit status based on		redit status based on previous payment
Requirement	credit reports such as Dun and		istory as described below, or
	Bradstreet. If a Party that is doing	· · · · · · · · · · · · · · · · · · ·	Deleted: If
(Eschelon	business with the other Party for the	reports such as Dun and Bradstreet.	Deleted: each Party will determine the
Proposal #3)	first time has not established		ther Party's credit status
	satisfactory credit with the other	with the other Party for the first	
i	Party according to the previous	time has not established satisfactory	
	sentence or the Party is being		Deleted: or the Party is Repeatedly
1	reconnected after a disconnection of	according to the previous sentence	Delinquent in making its payments,
	service or discontinuance of the	or the Party is Repeatedly	
	processing of orders by the Billing	Delinquent in making the payments,	

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED	
Section#		LANGUAGE	
	Party due to a previous non-	or the Party is being reconnected	
	payment situation, the Billing Party	after a disconnection of service or	
	may require a deposit to be held as	discontinuance of the processing of	
	security for the payment of charges	orders by the Billing Party due to a	
	before the orders from the billed	previous non-payment situation, the	
	Party will be provisioned and	Billing Party may require a deposit	
_	completed or before reconnection of	to be held as security for the	
	service. The Billing Party may also	payment of charges before the	
	require a deposit for the failure of	orders from the billed Party will be	
	the other Party to make full	provisioned and completed or	
	payment, less any disputed amount	before reconnection of service.	
	as provided for in Section 21 of this		Deleted: The Billing Party may also
	Agreement, for the relevant services		require a deposit for the failure of the
	provided under this Agreement		other Party to make full payment, less any disputed amount as provided for in
	within ninety (90) Days following	Date, three (3) or more times during	Section 21 of this Agreement, for the
	the Payment Due Date, if the		relevant services provided under this Agreement within ninety (90) Days
	Commission determines that all		following the Payment Due Date, if the
	relevant circumstances warrant a	Accounts with amounts disputed	Commission determines that all relevant
	deposit. The deposit may not	under the dispute provisions of this	circumstances warrant a deposit.
	exceed the estimated total monthly		Deleted: "Repeatedly delinquent"
	charges for an average two (2)		means any payment received thirty (30) Days or more after the
	month period within the 1 st three (3)	amounts in dispute alone The	
'	months from the date of the	deposit may not exceed the	Deleted: P
	triggering event which would be	estimated total monthly charges for	Deleted: ayment Due Date, three (3) or
	either the date of the request for		more times during a twelve (12) month period on the same Billing account
	reconnection of services or	within the 1 st three (3) months from	number. Accounts with amounts
	resumption of order processing for	the date of the this govern	disputed under the dispute provisions of this agreement shall not
'	all services. The deposit may be a	which would be either the date of	<u>-</u>
	surety bond if allowed by the	41	Deleted: be included as Repeatedly Delinquent based on amounts in dispute
	applicable Commission regulations,	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	alone.
1	a letter of credit with terms and	· 1/ 1 1 GEG:	Deleted: and/or the date CLEC is
	conditions acceptable to the Billing		repeatedly delinquent as described above

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³ Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.	QWEST PROPOSED LANGUAGE above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable	
		security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.	
REVIEW OF CREDIT STANDING			
Issue 5-13	PROPOSAL #1:	SAME FOR BOTH	
Section 5.4.7	5.4.7 Intentionally Left Blank.	Fo	rmatted: Left, Tabs: 0.94", Left rmatted: Font: (Default) Times w Roman, 11 pt, Font color: Black
Review of credit standing		the other Party's credit standing and increase the amount of deposit required but in no event will the maximum amount exceed the amount stated in Section 5.4.5.	
options) Issue 5-13	PROPOSAL #2: 5.4.7 If a Party has received a	SAME FOR BOTH PROPOSALS:	rmatted: Font: Times New Roman

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section 5.4.7	deposit pursuant to Section 5.4.5 but the amount of the deposit is less	5.4.7 The Billing Party may review the other Party's credit	Deleted: If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the
Review of credit	than the maximum deposit amount permitted by Section 5.4.5, the	standing and increase the amount of deposit requiredbut in no event will	maximum deposit amount permitted by Section 5.4.5, t
standing	Billing Party may review the other	the maximum amount exceed the	Deleted: T
(2 of 2 options)	Party's credit standing and increase the amount of deposit required, if approved by the Commission, but in	amount stated in Section 5.4.5.	Deleted: , if approved by the Commission,
Ориоць	no event will the maximum amount exceed the amount stated in Section 5.4.5. Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.		Deleted: Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.
Issue 5-14	_		Formatted: Font: 11 pt
Intentionally Left Blank			Formatted: Font: 11 pt
Issue 5-15 Intentionally Left Blank			
COPY OF NONDIS- CLOSURE AGREE- MENT			
Issue 5-16 Section 5.16.9.1	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Non-	legal issue arises about that	legal issue arises about that	
disclosure	forecast, as well as to CLEC's	forecast, as well as to CLEC's	
Agreement	wholesale account managers,	wholesale account managers,	
	wholesale LIS and Collocation	wholesale LIS and Collocation	
	product managers, network and	product managers, network and	
	growth planning personnel	growth planning personnel	
	responsible for preparing or	responsible for preparing or	
	responding to such forecasts or	responding to such forecasts or	
	forecasting information. In no case	forecasting information. In no case	
	shall retail marketing, sales or	shall retail marketing, sales or	
	strategic planning have access to	strategic planning have access to	
	this forecasting information. The	this forecasting information. The	
	Parties will inform all of the	Parties will inform all of the	
	aforementioned personnel, with	aforementioned personnel, with	
	access to such Confidential	access to such Confidential	
	Information, of its confidential	Information, of its confidential	
	nature and will require personnel to	nature and will require personnel to	
	execute a non-disclosure agreement	execute a non-disclosure agreement	
	which states that, upon threat of	which states that, upon threat of	
	termination, the aforementioned	termination, the aforementioned	
	personnel may not reveal or discuss	personnel may not reveal or discuss	
	such information with those not	such information with those not	
	authorized to receive it except as	authorized to receive it except as	
	specifically authorized by law.	specifically authorized by law.	
	Qwest shall provide CLEC with a		leted: Qwest shall provide CLEC
	signed copy of each non-disclosure		h a signed copy of each non-disclosure eement executed by Qwest personnel
	agreement executed by Qwest	disciplinary action up to and with	hin ten (10) Days of execution.
	personnel within ten (10) Days of	including termination of	T
	execution. Violations of these	employment.	
	requirements shall subject the		
	personnel to disciplinary action up		
	to and including termination of		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section	employment.	EMINGENCE	
Issue 6-17			Formatted: Font: Times New
Intentionally	^		Roman, 11 pt
Left Blank		``	Formatted: Font: Times New Roman
Section			
7.3.5.2 See Section			
12.2.1.2			
(Issue 12-			
67(f))			
Section 7.4.7 - See Section			
1.7.2 above			
(Issue 1-1)			
TRANSIT			
RECORD CHARGE		<u> </u>	Formatted: Font: Times New Roman, 11 pt
AND BILL			Formatted: Left, Indent: Left: 0"
VALIDA- TION			Deleted: 7.6.3.1 In order to verify
Issue 7-18	7.6.3.1 In order to verify Qwest's		Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-
	bills to CLEC for Transit Traffic the		01-XX records for specified offices. These record will be provided by the
Section	billed party may request sample 11-	',	transit provider in EMI mechanized
7.6.3.1	01-XX records for specified offices.		format to the billed party at no charge, because the records will not be used to
Application	These records will be provided by the transit provider in EMI	, ',	bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a
of Transit	mechanized format to the billed		maximum of once every six months,
Record	party at no charge, because the		provided that Billing is accurate.
Charge	records will not be used to bill a	`\	Formatted: Indent 2, Tabs: 1.25", Left
	Carrier. The billed party will limit requests for sample 11-01-XX data		Formatted: Font: Times New Roman, 11 pt

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section#	to a maximum of once every six months, provided that Billing is accurate.	LANGUAGE	
Issue 7-19	7.6.4 Qwest will provide the non-		Deleted: 7.6.4 Qwest will provide the
Section 7.6.4	transit provider, upon request, bill validation detail including but not limited to: originating and		on-transit provider, upon request, bill alidation detail including but not limited or originating and terminating CLLI ode, originating and terminating
Transit Record Bill Validation	terminating CLLI code, originating and terminating Operating Company Number, originating and		perating Company Number, originating and terminating state jurisdiction, number f minutes being billed, rate elements eing billed, and rates applied to each pinute.
Detail	terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.		inute.
Issue 8-20 Intentionally			
Left Blank			
Issue 8-20(a) Intentionally			
Left Blank			
Issue 8-21 Intentionally			ormatted: indent 1, Tabs: Not at .5" + 3.25"
Left Blank			ormatted: Font: 11 pt
			ormatted: Indent 3, Tabs: 0.94", eft + Not at 1.5" + 1.56" + 2.5"
Issue 8-21 (a) Intentionally			formatted: Indent 3, Tabs: 0.94", eft + Not at 1.5" + 1.56" + 2.5"
Left Blank			formatted: Space Before: 0 pt, fter: 0 pt

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Issue 8-21 (b) Intentionally Left Blank			
Issue 8-21 (c) Intentionally Left Blank			
Issue 8-21 (d) Intentionally Left Blank			Formatted: Body Text Indent 2, Tabs: Not at 1" + 1.88" + 2.5" + 3.25" Formatted: Body Text Indent 2,
Issue 8-21 (e) Intentionally Left Blank			Formatted: Body Text Indent 2, Tabs: Not at 1" + 1.88" + 2.5" + 3.25"
Issue 8-22 Intentionally Left Blank			
Issue 8-23 Intentionally Left Blank			Formatted: Tabs: Not at 0.5" + 1" + 1.38"
Issues 8-24 through 8-30 Intentionally			◆ Formatted: Left

Issue#/¹ Section#²	ESCHELON PROPOSED	QWEST PROPOSED	
	LANGUAGE ³	LANGUAGE	
Left Blank			
Sections			
9.1.1.1. 1 & 9.1.1.1.1 –			Formatted: Centered
See Issue 9-			
58(e)			
(Section			
9.23.4.4.3.1) below			
		4	Farman Hada Cantanad
Sections 9.1.1.1.1 &			Formatted: Centered
9.1.1.1.1 &			
See Issue 9-			
58(d)			
(Section			
9.23.4.5.1)			
below			
NON-			
DISCRIMIN			
ATORY			
ACCESS			
TO UNES			
Issue 9-31	9.1.2 Qwest shall provide non-	9.1.2 Qwest shall provide non-	
	discriminatory access to Unbundled	discriminatory access to Unbundled	
Section 9.1.2	Network Elements on rates, terms	Network Elements on rates, terms	
	and conditions that are non-	and conditions that are non-	
Non-	discriminatory, just and reasonable.	discriminatory, just and reasonable.	
discriminatory	The quality of an Unbundled	The quality of an Unbundled	
access to	Network Element Qwest provides,	Network Element Qwest provides,	
UNEs	as well as the access provided to	as well as the access provided to	
	that element, will be equal between	that element, will be equal between	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
(1 of 2	all Carriers requesting access to that	all Carriers requesting access to that	
Options)	element. Access to Unbundled	elementActivities available for	Deleted: Activities available for
	Network Elements includes	Unbundled Network Elements	Deleted: Access to
	moving, adding to, repairing and	includes moving, adding to,	
	changing the UNE (through, e.g.,	repairing and changing the UNE	
	design changes, maintenance of	(through, e.g., design changes,	
	service including trouble isolation,	maintenance of service including	
	additional dispatches, and	trouble isolation, additional	
	cancellation of orders), Qwest shall	dispatches, and cancellation of	Deleted: at the applicable rates
	perform for CLEC those Routine	orders) at the applicable rates.	
	Network Modifications that Qwest	Qwest shall perform for CLEC	
	performs for its own End User	those Routine Network	
	Customers. The requirement for	Modifications that Qwest performs	
	Qwest to modify its network on a	for its own End User Customers.	
	nondiscriminatory basis is not	The requirement for Qwest to	
	limited to copper loops and applies	modify its network on a	
	to all unbundled transmission	nondiscriminatory basis is not	
	facilities, including Dark Fiber	limited to copper loops and applies	
	transport when available pursuant to	to all unbundled transmission	
	Section 9.7. Where Technically	facilities, including Dark Fiber	
	Feasible, the access and Unbundled	transport when available pursuant to	
	Network Element provided by	Section 9.7. Where Technically	
	Qwest will be provided in	Feasible, the access and Unbundled	
	"substantially the same time and	Network Element provided by	
	manner" to that which Qwest	Qwest will be provided in	
	provides to itself or to its Affiliates.	"substantially the same time and	
	În those situations where Qwest	manner" to that which Qwest	
	does not provide access to Network	provides to itself or to its Affiliates.	
	Elements to itself, Qwest will	In those situations where Qwest	
	provide access in a manner that	does not provide access to Network	
	provides CLEC with a meaningful	Elements to itself, Qwest will	
	opportunity to compete. For the	provide access in a manner that	

Issue#/¹ Section#²	period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.	provides CLEC with a meaningful opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.		
Issue 9-31	9.1.2 Access to Unbundled	 		ted: Activities available for
Section 9.1.2	Network Elements includes moving, adding to, repairing and changing the UNE (through, <i>e.g.</i> , design changes, maintenance of			
discriminatory access to UNEs	service including trouble isolation, additional dispatches, and cancellation of orders), and will be		Dele	ted: at the applicable rates

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
	provided at TELRIC rates			
(2 of 2	*			
Options)				
Issue 9-32				
Intentionally				
Left Blank				
Issue 9-32(a)				
Intentionally				
Left Blank				
Issue 9-32 (b)				
Intentionally				
Left Blank				
Issue 9-32 (c)				
Intentionally				
Left Blank				
NETWORK MAINTE-				
NANCE AND				
MODERNIZA-				
TION				
Issue 9-33	PROPOSAL #1 (Issue 1)		← (F	ormatted: Centered
Section 9.1.9	9.1.9 Disputed portion (Issue 1):	9.1.9 Disputed portion (Issue 1)		ormatted: Left
Network	9.1.9 Such changes may result	9.1.9 Such changes may re		ormatted: Font: 11 pt
Maintenance	in minor changes to transmission	in minor changes to transmission	n / D	eleted: but the changes to
and	parameters but the changes to	parameters,	tr	ansmission parameters will not
Modernization	transmission parameters will not			lversely affect service to any CLEC End ser Customers (other than a reasonably
Activities –	adversely affect service to any	9.1.9 Entire provision:		nticipated temporary service
	CLEC End User Customers (other			sterruption, if any, needed to perform the
Affect on				ork). (In addition, in the event of mergency, see Section 9.1.9.1).
			\ <u>\</u>	ormatted: No underline
			F	ormatted: Font: 10 pt

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
End User	than a reasonably anticipated		
Customers	temporary service interruption, if	9.1.9 In order to maintain and	
	any, needed to perform the work).	modernize the network properly,	
(1 of 2 issues	(In addition, in the event of	Qwest may make necessary	
in Sections	emergency, see Section 9.1.9.1).		Formatted: Not Highlight
9.1.9)	9.1.9 Entire provision – Proposal		Deleted: ¶
	<u>#1:</u>	needed basis. Such changes may	Formatted: Left
(1 of 2		result in minor changes to	
Options)	9.1.9 In order to maintain and		Deleted: but the changes to
	modernize the network properly,	Section 7.1.7 does not address	transmission parameters will not adversely affect service to any CLEC End
	Qwest may make necessary		User Customers (other than a reasonably
	modifications and changes to the		anticipated temporary service
	UNEs in its network on an as	Sections 9.2.1.2.2 (and subparts),	interruption, if any, needed to perform the work). (In addition, in the event of
	needed basis. Such changes may	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	emergency, see Section 9.1.9.1).
_	result in minor changes to	and 9.2.2.3.3. Network maintenance	Formatted: No underline
	transmission parameters but the	and modernization activities will	Formatted: Font: 11 pt
	changes to transmission parameters	result in UNE transmission	romatted. Font. 11 pt
	will not adversely affect service to	parameters that are within	
	any CLEC End User Customers	transmission limits of the UNE	
	(other than a reasonably anticipated	ordered by CLEC. Qwest shall	
	temporary service interruption, if	provide CLEC advance notice of	
	any, needed to perform the work).	network changes pursuant to	
	(In addition, in the event of	applicable FCC rules, including	
	emergency, see Section 9.1.9.1).	changes that will affect (i) CLEC's	
,	This Section 9.1.9 does not address	performance or ability to provide	
	retirement of copper Loops or	service (ii) network Interoperability	
	Subloops, which are addressed in	or (iii) the manner in which	
	Sections 9.2.1.2.2 (and subparts),	Customer Premises equipment is	

⁷ Eschelon also continues to offer in the alternative: "but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1)."

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	attached to the public network.		
	and 9.2.2.3.3. Network maintenance	Changes that affect network		
	and modernization activities will	Interoperability include changes to		
	result in UNE transmission	local dialing from seven (7) to ten		
	parameters that are within	(10) digit, area code splits, and new		
	transmission limits of the UNE	area code implementation. FCC		
	ordered by CLEC. Qwest shall	rules are contained in CFR Part 51		
	provide CLEC advance notice of	and 52. Such notices will contain		
	network changes pursuant to	the location(s) at which the changes		
	applicable FCC rules, including	will occur and any other		Deleted: including, if the changes are
l	changes that will affect (i) CLEC's	information required by applicable		specific to a
	performance or ability to provide	FCC rules. Qwest provides such	`\``	Deleted: CLEC End User Customer,
	service (ii) network Interoperability	disclosures on an Internet web site.	\	the circuit identification and
	or (iii) the manner in which		\	Deleted: CLEC End User Customer
	Customer Premises equipment is			address information,
	attached to the public network.			
	Changes that affect network			
	Interoperability include changes to			
	local dialing from seven (7) to ten			
	(10) digit, area code splits, and new			
	area code implementation. FCC			
	rules are contained in CFR Part 51			
	and 52. Such notices will contain			
	the location(s) at which the changes			
	will occur including, if the changes			
	are specific to a CLEC End User			
	Customer, the circuit identification			
	and CLEC End User Customer			
	address information, and any other			
	information required by applicable			
	FCC rules. Qwest provides such			
	disclosures on an Internet web site.			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	A			atted: Font: Times New n, 11 pt
Issue 9-33	PROPOSAL #2 (Issue 1)			atted: Left, Indent: Left: 0", Before: 0 pt, After: 0 pt
Section 9.1.9	If such changes result in the	ж	Form	atted: Font: 11 pt
Network	CLEC's End User Customer	9.1.9 – Entire Provision – Proposal	Delet	ed: If such changes result
Maintenance	experiencing unacceptable changes	<u>#2:</u>	in the 0	CLEC's End User Customer
and	in the transmission of voice or data,			encing unacceptable changes in the hission of voice or data, Qwest will
Modernization	Qwest will assist the CLEC in	9.1.9 In order to maintain and	assist t	the CLEC in determining the
Activities –	determining the source and will	modernize the network properly,		and will take the necessary
	take the necessary corrective action	Qwest may make necessary		hission quality to an acceptable
Affect on	to restore the transmission quality	modifications and changes to the	level it	f it was caused by the network
End User	to an acceptable level if it was	UNEs in its network on an as	change	<u>"</u>
Customers	caused by the network changes.	needed basis. Such changes may result in minor changes to	Form	atted: Font: 11 pt, No line
(1 of 2 issues	9.1.9 – Entire Provision – Proposal	transmission parameters This	Form	atted: No underline
in Sections	<u>#2:</u>	Section 9.1.9 does not address	Form	atted: Font: 11 pt
9.1.9)		retirement of copper Loops or		ed: If such changes result in the
	9.1.9 In order to maintain and	Subloops, which are addressed in	CLEC	's End User Customer experiencing
(2 of 2	modernize the network properly,	Sections 9.2.1.2.2 (and subparts),	\ \ unacce	eptable changes in the transmission ce or data, Qwest will assist the
Options)	Qwest may make necessary	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),		in determining the source and will
	modifications and changes to the	and 9.2.2.3.3. Network maintenance	\ \ \ take th	ne necessary corrective action to
	UNEs in its network on an as	and modernization activities will		the transmission quality to an able level if it was caused by the
	needed basis. Such changes may	result in UNE transmission		rk changes.
	result in minor changes to	parameters that are within	Form	atted: No underline
	transmission parameters. If such	transmission limits of the UNE	1	atted: Font: 11 pt
	changes result in the CLEC's End	ordered by CLEC. Qwest shall	roill	attea. Fort. 11 pt
	User Customer experiencing	provide CLEC advance notice of		

Formatted: Indent: Left: 0.2"

⁸ To the extent that Qwest criticizes the DOC language adopted in Minnesota because it is unclear to whom it must be unacceptable, Eschelon has no objection to adding "to CLEC" after "unacceptable".

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	unacceptable changes in the	network changes pursuant to	
	transmission of voice or data, Qwest	applicable FCC rules, including	
	will assist the CLEC in determining	changes that will affect (i) CLEC's	
	the source and will take the	performance or ability to provide	
	necessary corrective action to	service (ii) network Interoperability	
	restore the transmission quality to	or (iii) the manner in which	
	an acceptable level if it was caused	Customer Premises equipment is	
	by the network changes This	attached to the public network.	
	Section 9.1.9 does not address	Changes that affect network	
	retirement of copper Loops or	Interoperability include changes to	
	Subloops, which are addressed in	local dialing from seven (7) to ten	
	Sections 9.2.1.2.2 (and subparts),	(10) digit, area code splits, and new	
	9.2.1.2.2.3, 9.2.1.2.3 (and subparts),	area code implementation. FCC	
	and 9.2.2.3.3. Network	rules are contained in CFR Part 51	Formatted: Font: 11 pt
	maintenance and modernization	and 52. Such notices will contain	
	activities will result in UNE	the location(s) at which the changes	
	transmission parameters that are	will occur and any other	Deleted: including, if the changes are
	within transmission limits of the	information required by applicable	specific to an End User Customer, circuit identification, if readily available,
	UNE ordered by CLEC. Qwest	FCC rules. Qwest provides such	
	shall provide CLEC advance notice	disclosures on an Internet web site.	Formatted: No underline
	of network changes pursuant to		
	applicable FCC rules, including		
	changes that will affect (i) CLEC's		
	performance or ability to provide		
	service (ii) network Interoperability		
	or (iii) the manner in which		
	Customer Premises equipment is		
	attached to the public network.		
	Changes that affect network		

⁹ Note: Eschelon will accept "End User Customer" or "CLEC End User Customer" here.

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	Interoperability include changes to local dialing from seven (7) to ten		
	(10) digit, area code splits, and new		
	area code implementation. FCC		
	rules are contained in CFR Part 51		
	and 52. Such notices will contain		
	the location(s) at which the changes		
	will occur including, if the changes		
	are specific to an End User		
	Customer, circuit identification, if	 	Formatted: Font: 11 pt, Not Highlight
	readily available, and any other information required by applicable	```	Formatted: Font: 11 pt
	FCC rules. Qwest provides such		Formatted: Font: 11 pt
	disclosures on an Internet web site.		
I	discressives on an internet wee site.		
1			
Issue 9-33(a)			Formatted: Font: Times New Roman
Intentionally			
Left Blank			
Issue 9-34	PROPOSAL #1 (Issue 2):		Formatted: Highlight
			Formatted: Highlight
Section 9.1.9	Such notices will contain the	Such notices will contain the	
NI - 4 1	location(s) at which the changes	location(s) at which the changes	
Network	will occur including, if the changes	 will occur and any other	Formatted: Font: 11 pt
Maintenance and	are specific to a CLEC End User Customer, the circuit identification	information required by applicable FCC rules.	Deleted: including, if the changes are specific to a CLEC End User Customer,
Modernization	and CLEC End User Customer	Tectules.	the circuit identification and CLEC End
Activities –	address information, and any other	'\	User Customer address information,
· r ~	acception into interior, and any officer		Formatted: No underline
	T. Control of the con		

Issue#/¹ Section#² Location at Which Changles Occur	ESCHELON PROPOSED LANGUAGE ³ information required by applicable FCC rules.	QWEST PROPOSED LANGUAGE	
(2 of 2 issues) (1 of 2 Options)			
Issue 9-34	PROPOSAL #2 Issue 2:		Formatted: Highlight
Section 9.1.9	Such notices will contain the location(s) at which the changes	Such notices will contain the location(s) at which the changes	Formatted: Highlight
Network	will occur including, if the changes	will occur and any other	Formatted: Font: 11 pt
Maintenance and Modernization	are specific to an End User Customer, ¹⁰ circuit identification, if readily available, and any other	information required by applicable FCC rules.	Deleted: including, if the changes are specific to an End User Customer, circuit identification, if readily available,
Activities –	information required by applicable		Formatted: No underline
Location at	FCC rules.		Formatted: Font: 11 pt, Not Highlight
Which Changes Occur			Formatted: Font: 11 pt
(2 of 2 issues) (2 of 2 Options)			
Issue 9-35		4	Formatted: Centered
Intentionally Left Blank			Formatted: Tabs: 1", Left + 1.5", Left

Note: Eschelon will accept "End User Customer" or "CLEC End User Customer" here.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
Issue 9-36			4	Formatted: Centered
Intentionally				
Left Blank				
Section				
9.1.12.1 –				
See Issue 12-				
67 (Section				
12.2.1.2)				
below			,	
Issues 9-37,			4	Formatted: Normal, Don't adjust
9-37(a), 9-38,				space between Latin and Asian text, Don't adjust space between Asian
9-39, 9-40, 9-				text and numbers
41 and 9-42				
Intentionally Left Blank				
Left Blank				
Section			4	Formatted: Centered
9.1.14.6 –				
See Issue 9-				Formatted: Font: Italic
40 (Section				
9.1.13.5.2) –				
above			,	
Section			4	Formatted: Centered
9.1.15.2.1 -				
See Issue 9-				
40 (Section			(
9.1.13.5.2) above				Formatted: Font: Italic
Issue 9-43	9.1.15.2.3 The circuit identification			Deleted: 9.1.15.2.3 The circuit identification ("circuit ID") will not
Section	("circuit ID") will not change.	v	/	change. After the conversion, the Qwest
9.1.15.2.3	After the conversion, the Qwest			alternative service arrangement will have
7.11.15.15.15	The time conversion, the Q West			the same circuit ID as formerly assigned to the high capacity UNE.¶

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Conversions - Circuit ID	alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.			
Section 9.1.15.3: See subparts to Issue 9-44 (a) and Issue 9- 44 (b) for related issues in 9.1.15.3.1 & 9.1.15.3.1.1 Manner of Conversion	9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.	¥	facilit servic 9.1.15 manne record Qwest	ted: 9.1.15.3 If Qwest converts a to an analogous or alternative e arrangement pursuant to Section the conversion will be in the or of a price change on the existing s and not a physical conversion. will re-price the facility by atton of a new rate.
Issue 9-44 (a)	9.1.15.3.1 Qwest may perform the	¥	Form	atted: Font: 11 pt
Section 9.1.15.3.1 Manner of Conversion –	re-pricing through use of an "adder" or "surcharge" used for Billing the difference between the previous UNE rate and the new rate for the analogous or alternative service arrangement, much as Owest currently does to take advantage of		the re- or "su differe and th alterna Qwest the an	red: 9.1.15.3.1 Qwest may perform pricing through use of an "adder" rcharge" used for Billing the ence between the previous UNE rate the new rate for the analogous or attive service arrangement, much as currently does to take advantage of nual price increases in its ercial Qwest Platform Plus product.
			Form	atted: Indent: Left: 0"

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Use of adder	the annual price increases in its		
or surcharge	commercial Qwest Platform Plus		
	<u>product.</u>		
Issue 9-44 (b)	9.1.15.3.1.1 Qwest may add a new	<u>v</u>	Formatted: Font: 11 pt
g .:	Universal Service Ordering Code		Formatted: Indent: Left: 0"
Section	("USOC") for this purpose and		Deleted: 9.1.15.3.1.1 Qwest may add a
9.1.15.3.1.1	assign the "adder" or "surcharge"		new Universal Service Ordering Code
M 6	rate to that USOC.		("USOC") for this purpose and assign the "adder" or "surcharge" rate to that
Manner of			USOC.¶
Conversion -			
Use of USOC			
Issue 9-44 (c)	9.1.15.3.1.2 For any facility		Formatted: Font: (Default) Times
	converted to an analogous or		New Roman
Section	alternative service arrangement		Formatted: Font color: Auto
9.1.15.3.1.1	pursuant to Section 9.1.15.3, Qwest		Formatted: Left, Indent: Left: 0",
	will either use the same USOC or		Space Before: 0 pt, After: 0 pt
Manner of	the USOC will be deemed to be the		Formatted: Indent 2, Tabs: 1.75",
Conversion -	same as the USOC for the		Left
	analogous or alternative service		Deleted: 9.1.15.3.1.2 For any facility
Same U\$OC	arrangement for pricing purposes,		converted to an analogous or alternative service arrangement pursuant to Section
	such as for the purpose of		9.1.15.3, Qwest will either use the same
	calculating volumes and discounts		USOC or the USOC will be deemed to be
	for a regional commitment plan.		the same as the USOC for the analogous or alternative service arrangement for
			pricing purposes, such as for the purpose
Issue 9-45			of calculating volumes and discounts for
Intentionally			a regional commitment plan.¶
Left Blank			Formatted: Font color: Auto
Issue 9-46		★	Formatted: Centered
Intentionally			Formatted: Normal

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Left Blank			
Issue 9-47			
Intentionally			
Left Blank			
Issue 9-48			
Intentionally			
Left Blank			
Sections			
9.2.2.3 and			
9.2.2.3.3 –			
See Issue			
9-33			
above			
Section			
9.2.3.8 - <i>See</i>			
Issue 4-5			
Section			
9.2.3.9 -			
See			
Issue 4-5 (a)			
Issue 9-49			
Intentionally			
Left Blank			
PHASE			
OUT			
SUBLOOPS		Form	natted: Body Text Indent 3
Issues 9-50		#£ # £	
Intentionally			natted: Normal
Left Blank			natted: Font: 11 pt
Issue 9-51 Intentionally		Form 0.48"	natted: Heading 2,h2,2, Tabs: , Left
incinionary		Form	natted: Indent 2

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Left Blank			
Issue 9+52 Intentionally			
Left Blank Issue 9-53	PROPOSAL #1		Formatted: Font: Bold, No underline, Font color: Auto
Section 9.9 and subpart	9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)		Deleted: 1.7.3 Phase out process. If Qwest desires to phase-out the provision of an element, service or functionality included in this agreement, it must first obtain an Order from the Commission approving its process for withdrawing the
(1 of 4 Options)	9.9.1 If Qwest provides or offers to provide UCCRE to any other CLEC during the term of this Agreement, Qwest will notify CLEC and offer CLEC an amendment to this Agreement that allows CLEC, at its option, to request UCCRE on nondiscriminatory terms and		element, service or functionality. Obtaining such a Order will not be necessary if Qwest (1) promptly phasesout an element, service or functionality from the agreements of all CLECs in [insert applicable state] within a three-month time period when the FCC has ordered that the element, service or functionality does not have to be ordered, or (2) follows a phase-out process ordered by the FCC. ¶
Issue 9-53 Section 9.9	conditions. PROPOSAL #2: 1.7.3 Phase out process. If Qwest	1.7.3 P _*	Formatted: Normal, Indent: Left: -0.51", Hanging: 0.5", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers
and subpart;	desires to phase-out the provision of	9.9.1 <u>Intentionally Left Blank</u>	Formatted: Left
1.7.3 and subparts	an element, service or functionality included in this agreement, it must first obtain an Order from the	¥	Deleted: Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to
Phase out; Subloops -	Commission approving its process for withdrawing the element, service or functionality. Obtaining		CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains a phase-out order (pursuant to Section 1.7.3) from the
(2 of 4	such a Order will not be necessary if		Commission within four months from the effective date of this Agreement.¶

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	Formatted: Font: 11 pt, Highlight
Section# ²	LANGUAGE ³	LANGUAGE	Formatted: Normal, Tabs: Not at
Options)	Qwest (1) promptly phases-out an		/ / 0.5"
	element, service or functionality		/ / Formatted: Font: 11 pt
	from the agreements of all CLECs		Formatted: Indent: Left: 0"
	in [insert applicable state] within a three-month time period when the		Formatted: No underline
	FCC has ordered that the element, service or functionality does not		Formatted: Normal, Tabs: Not at 0.5"
	have to be ordered, or (2) follows a		Formatted: Font: 12 pt
	phase-out process ordered by the		Formatted: Indent: Left: 0", Adjust
	FCC.		space between Latin and Asian text, Adjust space between Asian text and July and the space between Asian text and numbers
	9.9.1 Qwest shall provide		Formatted: Indent: Left: 0"
	Unbundled Customer Controlled		Formatted: Font: Not Bold
	Rearrangement Element (UCCRE)		Formatted: Left, Indent: Left:
	to CLEC in a non-discriminatory		
	manner according to the terms and conditions of Section 9.9 and		Formatted: Font: (Default) Times
	subparts of the SGAT, unless Qwest		New Roman
	obtains a phase-out order (pursuant		Deleted: $\langle \# \rangle 1.7.3$ If Qwest desires to
	to Section 1.7.3) from the		phase out or otherwise cease offering on wholesale basis (without first individual)
	Commission within four months		wholesale basis (without first individual)
	from the effective date of this		agreement containing that term and
	Agreement.		updating the SGAT) an Interconnection service, access to Unbundled Network
			Elements (UNEs), Ancillary Services or
			Telecommunications Services available for resale, Qwest must request and obtain
	^		Tor resale, Qwest must request and obtain Commission approval, after CLEC and
			other potentially affected carriers are
Issue 9-53	PROPOSAL #3:		afforded reasonable notice and opportunity to be heard in a generic
	1.7.3 If Qwest desires to phase out		Commission proceeding. For exa [3]
Section 9.9	or otherwise cease offering on a	9.9.1 Intentionally Left Blank	Formatted: Space After: 0 pt
and subpart;	wholesale basis (without first		Deleted: Qwest shall provide
and subpart;	wholesale basis (without first	v	Deleted: Qwest shall provid Unbundled Customer Control

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
1.7.3 and	individually amending every		
subparts	interconnection agreement		
	containing that term and updating		
Phase out;	the SGAT) an Interconnection		
Subloops -	service, access to Unbundled		
	Network Elements (UNEs),		
(3 of 4	Ancillary Services or		
Options)	<u>Telecommunications Services</u>		
	available for resale, Qwest must		
	request and obtain Commission		
	approval, after CLEC and other		
	potentially affected carriers are		
	afforded reasonable notice and		
	opportunity to be heard in a generic		
	Commission proceeding. For		
	example, if a product is generally		
	available per the terms of the SGAT		
	and is contained in the ICAs of		
	other CLECs (but not CLEC),		
	before refusing to make that product		
	available to CLEC on the same		
	terms on the basis that Qwest		
	intends to cease offering the product		
	(such as due to lack of demand),		
	Qwest must either (1) amend the		
	ICAs of those other CLECs and		
	update the SGAT to remove the		
	product; or (2) obtain Commission		
	approval to cease offering the		
	product on a wholesale basis. This		
	provision is intended to help		
	facilitate nondiscrimination by		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	ensuring that Qwest cannot refuse to			
	offer a product on the same terms to			
	CLEC while that product is still			
	contained in the ICAs of other			
	CLECs or in the SGAT.			
			4	Formatted: Left
	1.7.3.1 If the basis for Qwest's		4	Formatted: Indent: Left: 0", Tab
	request is that Qwest is no longer			0.05", Left + Not at 0.06" + 0.5"
	required to provide the product or			Formatted: Font: (Default) Times
	service pursuant to a legally binding			New Roman
	modification or change of the			
	Existing Rules, in the cases of			
	conflict, the pertinent legal ruling			
	and the terms of Section 2.2 of this			
	Agreement govern notwithstanding			
	anything in this Section 1.7.3.			
	any many section 17, 10.		4	Formatted: Left
	1.7.3.2 This Section 1.7.3 is not		4	Formatted: Indent: Left: 0"
	intended to change the scope of any			
	regulatory agency's authority with			
	regard to Qwest or CLECs.			
			4	Formatted: Left
	1.7.3.3 This Section 1.7.3 relates to the cessation of a product or service	 		Formatted: Font: (Default) Times New Roman
	offering on a wholesale basis as	 	\	
	described in Section 1.7.3 (referred		``\	Formatted: Indent: Left: -0.25"
	to as a "phase out" or as "cease			Formatted: Font: (Default) Times New Roman
	offering"). Nothing in this Section			
	1.7.3 prevents another CLEC and			
	Qwest from mutually agreeing to			
	remove a product from an			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	individual ICA to which CLEC is		
	not a party.		
	A		Formatted: Font: 11 pt
	1.7.3.4 Before Qwest submits a	←	Formatted: Indent: Left: 0"
	request to phase out or cease		
	offering a product or service (as		
	those terms are used in this Section		
	1.7.3) pursuant to this Section 1.7.3,		
	and while a request pursuant to this		
	Section 1.7.3 is pending before the		
	Commission, Qwest must continue		
	to offer the product or service,		
	unless the Commission orders		
	otherwise.		
	1.7.3.4.1 If the Commission orders	4-	Formatted: Indent: Left: 0"
	that Qwest need not offer the		
	product or service while the		
	proceeding is pending, the		
	Commission may place such		
	restrictions on that order as allowed		
	by its rules and authority, including		
	a condition that if Qwest later offers		
	the product or service to any CLEC,		
	it must then inform CLECs of the		
	availability of the product or service		
	and offer it to other CLECs on the		
	same terms and conditions. If those		
	terms and conditions are in this		
	Agreement (but were not in effect		
	due to the Commission order that		
	Owest need not offer the product or		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	service while the proceeding is		
	pending), once Qwest offers those		
	terms to any other CLEC, Qwest		
	must offer those terms to CLEC		
	pursuant to those terms in this		
	Agreement without amendment as		
	well.		
	1.7.3.5 If the Commission approves	◆ F c	rmatted: Indent: Left: 0"
	the phase out or other cessation of a		
	product or service offering that is		
	contained in this Agreement, the		
	product or service will no longer be		
	available per the terms of the		
	Commission's order without the		
	need for an amendment to this		
	Agreement, unless the Commission		
	orders otherwise or the Parties		
	agree to amend this Agreement.		
	Qwest will amend its SGAT		
	consistent with the Commission's		
	ruling, unless the Commission		
	orders otherwise.		
	9.9.1 Owest shall provide		ormatted: Font: (Default) Times
	<u>Unbundled Customer Controlled</u>		w Roman
	Rearrangement Element (UCCRE)	FC	rmatted: Indent 1
	to CLEC in a non-discriminatory		
	manner according to the terms and		
	conditions of Section 9.9 and		
	subparts of the SGAT, unless Qwest		
	obtains an order from the		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	i	Formatted: Font: 11 pt
Section# ²	LANGUAGE ³	LANGUAGE	<u>/</u> { F	Formatted: Indent: Left: 0"
	Commission that it need not offer		// F	Formatted: Left
	UCCRE to CLECs, such as an order		///{ T	Formatted: Font: 11 pt
	pursuant to Section 1.7.3 of this Agreement.			Formatted: Highlight
	Agreement.	<i>√</i>		Formatted: Font: 11 pt
	^			Formatted: Normal
		,,		Formatted: Font: 11 pt
Issue 9-53	PROPOSAL #4:			Deleted: Qwest shall provide
	A	◆ /	/// \t	Unbundled Customer Controlled
Section 9.9	1.7.3 If Qwest desires to phase out	Intentionally Left Blank,		Rearrangement Element (UCCRE) in a non-discriminatory manner according to
and subparts	or otherwise cease offering a			the following terms and conditions.
(UCCRE);	product, service, element, or			9.9.1 Description¶
1.7.3 and	functionality on a wholesale basis			9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE)
subparts	that it has previously made			provides the means by which CLEC
	available pursuant to Section 251 of		''' c	controls the configuration of Unbundled
Phase out;	the Act, Qwest must first obtain an			Network Elements (UNEs) or ancillary services on a near real time basis through
Subloops -	order from the Commission			a digital cross connect device. UCCRE
	adopting a process for doing so.			utilizes the Digital Cross-Connect System
(4 of 4	Once that process in place, Qwest			(DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and
Options)	may use that process as ordered by			such DCS is UCCRE compatible.
•	the Commission.			9.9.2 Terms and Conditions¶
				9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for
	1.7.3.1 Unless and until a process	4,	1,111	connecting one end user to anothe [5]
	is approved by the Commission as			Formatted: Indent: Left: 0"
	described in Section 1.7.3, Qwest			Deleted: 1.7.3 If Qwest desires to
	must continue to offer such		1 1/1/1 r	phase out or otherwise cease offer [6]
	products, services, elements, or		1 11	Formatted: Normal
	functionalities on a		1 11	
	nondiscriminatory basis, such that		', ','	Formatted: Font: 11 pt
	Qwest may not refuse to make an		, ' <u>></u>	Formatted: Font: 11 pt
	offering available to CLEC on the		\F	Formatted: Font: 11 pt
			(F	Formatted: Indent: Left: 0"

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	same terms as it is available to other		
	CLECs through their ICAs or the		
	SGAT on the grounds that Qwest		Formatted: Font: 11 pt
	although it has not yet amended		
	those agreements, indicates that it		
	intends to cease offering that		
	product (such as due to lack of		Formatted: Font: 11 pt
	demand). If the Commission does		Formatted: Font: 11 pt
	not adopt a process as described in		
	Section 1.7.3 or Qwest chooses not		
	to use that process, Qwest may		
	cease a wholesale offering by		
	promptly amending all ICAs		
	containing that offering to remove		
	<u>it.</u>		
	Qwest shall provide Unbundled		Formatted: Font: (Default) Time
	Customer Controlled	`\.	New Roman
	Rearrangement Element (UCCRE)	``	Formatted: Left, Space After: 0
	in a non-discriminatory manner		
	according to the following terms		
	and conditions.		
	9.9.1 Description		Formatted: Font: (Default) Time
	9.9.1.1 Unbundled Customer	* `\	New Roman, 11 pt
	Controlled Rearrangement Element	7.	Formatted: Space Before: 0 pt,
	(UCCRE) provides the means by		After: 0 pt
	which CLEC controls the configuration of Unbundled		Formatted: Font: (Default) Time New Roman
	Network Elements (UNEs) or		Formatted: Left, Indent: Left: (
	ancillary services on a near real		Space Before: 0 pt, After: 0 pt, Tabs: 1", Left
	time basis through a digital cross		Table 1 / Left
	connect device. UCCRE utilizes		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	the Digital Cross-Connect System		
	(DCS). UCCRE is available in		
	Owest Wire Centers that contain a		
	DCS and such DCS is UCCRE		
	compatible.		
	9.9.2 Terms and Conditions		Formatted: Font: (Default) Times New Roman, 11 pt
	9.9.2.1 DCS ports are DS1, DS3		
	and Virtual Ports (Virtual Ports are for connecting one end user to		Formatted: Space Before: 0 pt, After: 0 pt, Tabs: 0.49", Left
	another). The DCS Port is		Formatted: Font: (Default) Times
	connected to the Demarcation Point	\	New Roman
	using tie cables via the appropriate		Formatted: Left, Indent: Left: 0",
	DSX cross connect panel. The		Space Before: 0 pt, After: 0 pt
	DSX panel serves both as a		
	"Design-To" point and a network		
	interface at the DCS. CLEC is		
	responsible for designing to the		
	"Design-To" point. CLEC may		
	connect the UCCRE ports to its		
	elements or CLEC designated		
	equipment. If CLEC desires DS0		
	Port functionality, CLEC will order		
	a DS1 UCCRE Port and provide its		
	own multiplexer (or DS1 UDIT		
	multiplexers) and connect them		
	together. This combination will		
	form the equivalent of 24 DS0-level		
	ports.		
	9.9.2.2 The reconfiguration of the		
	service is accomplished at the DS0		
	signal level. Reconfiguration of		
	these services can be accomplished		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	through two methods: Dial Up or		
	Attendant Access.		
	9.9.2.2.1 Dial Up Access. Qwest		Formatted: Font: (Default) Times
	will provide access to mutually		New Roman
	agreed upon UCCRE points in		
	those offices where UCCRE is		
	available. Qwest will provide and		
	engineer this service in the same		
	manner that it is currently provided		
	to Qwest's End User Customers.		Formatted: Font: (Default) Times
	9.9.2.2.2 Attendant Access. When		New Roman, 11 pt
	CLEC requests Qwest to make		Formatted: Space Before: 0 pt,
	changes on its behalf, an attendant	i'	After: 0 pt
	access charge will apply per	f'	Formatted: Font: (Default) Times
	transaction.	//	New Roman
	9.9.3 Rate Elements	<u> </u>	Formatted: Left, Indent: Left: 0",
	9.9.3.1 Recurring rate elements		Space Before: 0 pt, After: 0 pt, Tabs: 1.02", Left
	include:		
	9.9.3.1.1 DS1 Port;	/^1	Formatted: Font: (Default) Times New Roman
	9.9.3.1.2 DS3 Port;		
	9.9.3.1.3 Dial Up Access; and	/1	Formatted: Font: (Default) Times New Roman
	9.9.3.1.4 Attendant Access.	/	Formatted: Font: (Default) Times
	9.9.3.2 Nonrecurring rate elements	/ /′ /′	New Roman
	include:	/)	Formatted: Font: (Default) Times
	9.9.3.2.1 DS1 Port;	,' ,'	New Roman, 11 pt
	9.9.3.2.2 DS3 Port; and	/)	Formatted: Space Before: 0 pt,
	9.9.3.2.3 Virtual Ports.		After: 0 pt
	9.9.4 Ordering Process	├	Formatted: Font: (Default) Times
	9.9.4.1 Ordering processes and	* <	New Roman
	installation intervals are specified in		Formatted: Left, Indent: Left: 0",
	Exhibit C of this Agreement and are		Space Before: 0 pt, After: 0 pt,
	the same as specified in the UNEs -		Tabs: 1", Left

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	UDIT Section. UCCRE is ordered			
	via the ASR process.			
	9.9.4.2 UCCRE is ordered with the			
	Basic Installation option. Qwest			
	will begin the work activity on the			
	negotiated Due Date and notify			
	CLEC when the work activity is			
	complete. Test results performed			
	by Qwest are not provided to			
	CLEC.			
	<u> </u>		<u> </u>	Formatted: Font: 11 pt
			+	Formatted: Indent: Left: 0"
DIFFER-			`1	Formatted: Normal
ENT UNE			,	
COMBINA-				
TIONS				
Issue 9-54	*			Formatted: Font: Times New Roman
Intentionally				Formatted: Centered
Left Blank			\\1	Deleted: ¶
Issue 9-54 (a)				Formatted: Indent 3
Intentionally				Deleted:
Left Blank				
LOOP -				
TRANS-				
PORT				
COMBINA-				
TIONS				
Issue 9-55	9.23.4 Loop-Transport	9.23.4 Enhanced Extended Links	4	Formatted: Centered
	Combinations: Enhanced	(EELs), Commingled EELs, and		Deleted: Loop-Transport
Sections	Extended Links (EELs),	High Capacity EELs		Combinations:

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
9.23.4,	Commingled EELs, and High	A		Formatted: Font: Times New Roman
9.23.4.4;	Capacity EELs	When a UNE circuit is commingled		
9.23.4.4.1;		with a non-UNE circuit, the rates,		
9.23.4.5;	PROPOSAL #1:	 terms and conditions of the ICA		Formatted: Font: Times New
9.23.4.6;	<u>Loop-Transport Combination – For</u>	will apply to the UNE circuit		Roman, Bold
9.23.4.5.4	purposes of this Agreement, "Loop-	(including the Commission		
See subparts	Transport Combination" is a Loop	jurisdiction) and the non-UNE		
to Issue 9-58	in combination, or Commingled,	circuit will be governed by the		
for related	with a Dedicated Transport facility	rates, terms and conditions of the		
issues in	or service (with or without	appropriate Tariff.		
9.23.4.5.1	multiplexing capabilities), together			
	with any facilities, equipment, or			
Combinations	functions necessary to combine		4	Formatted: Centered
of Loops and	those facilities. At least as of the			
Transport –	Effective Date of this Agreement			
	"Loop-Transport Combination" is			
Terms	not the name of a particular Qwest			
	product. "Loop-Transport		4	Formatted: Centered
	Combination" includes Enhanced			
	Extended Links ("EELs"),			
	Commingled EELs, and High			
	Capacity EELs. If no component of			
	the Loop-transport Combination is a			
	UNE, however, the Loop-Transport			
	Combination is not addressed in			
	this Agreement. The UNE			
	components of any Loop-Transport			
	Combinations are governed by this			
	Agreement and the other			
	component(s) of any Loop-			
	Transport Combinations are			
	governed by the terms of an			

Issue#/ ¹ ESCHELON PROPOSED Section# ² LANGUAGE ³	QWEST PROPOSED LANGUAGE
alternative service arrangement, as	Commingled EEL – If CLEC
further described in Section	obtains at UNE pricing part (but not
24.1.2.1.	all) of a loop-transport
	Combination, the arrangement is a Deleted: T
PROPOSAL #2:	Commingled EEL. (Regarding
	Commingling, see Section 24.)
Loop-Transport Combination – For	← Formatted: Right: -0.01"
purposes of this Agreement, "Loop-	High Capacity EEL – "High
Transport Combination" is a Loop	Capacity EEL" is a Joop-transport
in combination, or Commingled,	Combination (either EEL or Deleted: T
with a Dedicated Transport facility	Commingled EEL) when the Loop
or service (with or without	or transport is of DS1 or DS3
multiplexing capabilities), together	capacity. High Capacity EELs may
with any facilities, equipment, or	also be referred to as "DS1 EEL" or
functions necessary to combine	"DS3 EEL," depending on capacity
those facilities. At least as of the	level.
Effective Date of this Agreement	
"Loop-Transport Combination" is	9.23.4.4 Additional Terms for Formatted: Left
not the name of a particular Qwest	EELs. Deleted: UNE Components of Lo
product. "Loop-Transport	Transport Combinations
Combination" includes Enhanced	9.23.4.4.1 EELs may consist of Formatted: Left
Extended Links ("EELs"),	loops and interoffice transport of Deleted: and Commingled EELs
Commingled EELs, and High	the same bandwidth (Point-to-
Capacity EELs. If no component of	Point). When multiplexing is
the Loop-transport Combination is a	requested, EELs may consist of Deleted: and Commingled EELs
UNE, however, the Loop-Transport	loops and interoffice transport of
Combination is not addressed in this	different bandwidths (Multiplexed).
Agreement. The UNE	CLEC may also order combinations Formatted: Font: 11 pt
component(s) of any Commingled	of interoffice transport,
arrangement is governed by the	concentration capability and DS0
applicable terms of this Agreement.	loops.
The other component(s) of any	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	Commingled arrangement is	9.23.4.5 Ordering Process for	Formatted: Font: Times New Roman
	governed by the terms of the	<u>EELs,</u>	Formatted: Left
	alternative service arrangement	0.22454	Deleted: UNE Components of Loop-
	pursuant to which that component is	9.23.4.5.4 Qwest may require	Transport Combinations
	offered (e.g., Qwest's applicable	two (2) service requests when	
	Tariffs, price lists, catalogs, or	CLEC orders Multiplexed EELs	Deleted: Loop Transport Combinations
	commercial agreements).	(which are not Point-to-Point) and	
	Commingled EEL – If CLEC	EEL loops (as part of a multiplexed	
	obtains at UNE pricing part (but not	EEL). Regarding Commingling see	
	all) of a Loop-Transport	Section 24.	Deleted: 1
	Combination, the arrangement is a		Deleted: t
	Commingled EEL. (Regarding Commingling, see Section 24.) 9.23.4.6 Rate Elements for EELs	9.23.4.6 Rate Elements for <u>EELs</u>	Deleted: UNE Components of Loop- Transport Combinations
	High Capacity EEL – "High		
	Capacity EEL" is a Loop-Transport		Deleted: 1
	Combination (either EEL or		Deleted: t
	Commingled EEL) when the Loop		
	or transport is of DS1 or DS3		
	capacity. High Capacity EELs may		
	also be referred to as "DS1 EEL" or		
	"DS3 EEL," depending on capacity		
	level.		
	• • •		
	9.23.4.4 Additional Terms for		
	<u>UNE Components of Loop</u>		Deleted: EELs
	Transport Combinations		
	•••		
	9.23.4.4.1 EELs and Commingled		
	EELs may consist of loops and		
	interoffice transport of the same		
	bandwidth (Point-to-Point). When		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	multiplexing is requested, EELs and			
	Commingled EELs may consist of			
	loops and interoffice transport of			
	different bandwidths (Multiplexed).			
	CLEC may also order combinations			
	of interoffice transport,			
	concentration capability and DS0			
	loops.			
	9.23.4.5 Ordering Process for	 	F F	prmatted: Font: Times New Roman
	UNE Components of Loop	 		eleted: EELs
	Transport Combinations		F	ormatted: Left
			`\ \	prmatted: Font: Times New Roman
	9.23.4.5.4 Qwest may require			Simatted: Font. Times New Roman
	two (2) service requests when			
	CLEC orders Multiplexed Loop	 	LD	eleted: EELs
	Transport Combinations (which are			
	not Point-to-Point) and EEL loops			
	(as part of a multiplexed EEL).			
	Regarding Commingling see			
	Section 24.			
	9.23.4.6 Rate Elements for <u>UNE</u>	 		eleted: EELs
	Components of Loop Transport			
	<u>Combinations</u>			
GEDYAGE	A		Fr	ormatted: Font: Bold
SERVICE				
ELIGIBI-				
LITY				
CRITERIA				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
- AUDITS			
Issue 9-56	9.23.4.3.1.1 After CLEC has	\(\text{\cond}\)	Formatted: Centered
Sections	obtained High Capacity EELs in accordance with Section 9.23.4.1.2,		Formatted: Left, Space Before: 0 ot, After: 0 pt
9.23.4.3 1.1; See subpart	Qwest may conduct a Service Eligibility Audit to ascertain		Formatted: Left, Space Before: 0 ot, After: 0 pt
to Issue 9-56	whether those High Capacity EELs	whether those High Capacity EELs	
(a) for related	comply with the Service Eligibility	comply with the Service Eligibility	
issues in	Criteria set forth in Section	Criteria set forth in Section	
9.23.4.3.1.1.1	9.23.4.1.2 when Qwest has a	9.23.4.1.2	Deleted: .
.1	concern that CLEC has not met the		Deleted: ,
Service Eligibility	Service Eligibility Criteria.		Deleted: when Qwest has a concern hat CLEC has not met the Service Eligibility Criteria.
Criteria –			
Audits - Concern			
Issue 9-56 (a)	9.23.4.3.1.1.1 The written notice	← -	Formatted: Left, Space Before: 0
15540 > 50 (4)	shall include the cause upon which		ot, After: 0 pt
Section	Qwest has a concern that CLEC has		Deleted: 9.23.4.3.1.1.1 The written
9.23.4.3.1.1.1	not met the Service Eligibility		notice shall include the cause upon which Owest has a concern that CLEC has not
.1	Criteria. Upon request, Qwest		net the Service Eligibility Criteria.
	shall provide to CLEC a list of		Jpon request, Qwest shall provide to
Service	circuits that Qwest has identified as		CLEC a list of circuits that Qwest has dentified as of that date, if any, for which
Eligibility	of that date, if any, for which Qwest		Qwest alleges non-compliance or which
Criteria –	alleges non-compliance or which		otherwise supports Qwest's concern. ¶
Audits -	otherwise supports Qwest's		Formatted
Notice	<u>concern.</u>		Formatted: Font: 11 pt
Sections		4	Formatted: Centered
9.23.4.4 &			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
9.23.4.4.1 –			
See Issue 9-			Formatted: Font: Italic
55 (Sections			
9.23.4,			
9.23.4.5.1)			
above			
Section			
9.23.9.4.3 -			
See Issue 1-1			
(Section			
1.7.2) <i>above</i>			
& Issue 9-61			Formatted: Centered
(Section		, <i>'</i>	
9.23.9) below			Formatted: No underline, Font color: Auto
Issue 9-57	A	*/	
Intentionally		i	Formatted: Font: 9 pt, Bold
Left Blank		$\frac{1}{2}$	Formatted: Centered
COMMINGLE		///	Deleted: Loop-Transport
D EELS/ ARRANGE-		$\frac{1}{t_{I}} \frac{1}{t_{I}} \frac{1}{t_{I}}$	Deleted: Combinations
MENTS			Deleted: EELs
Issue 9-58	9.23.4.5.1 CLEC will submit	9.23.4.5.1 CLEC will submit	Deleted: 9.23.4.5.1.1 If any
	orders for Loop Transport	orders for EELs, using the LSR	component of the Loop-Transport
Sections	Combinations using the LSR	process. Submission of LSRs is	Combination is not a UNE (i.e., not a component to which UNE pricing
9.23.4.5.1,	process. Submission of LSRs is	described in Section 12.	applies), CLEC will indicate on the LSR
9.23.4.5 1.1;	described in Section 12.		that the component is not a UNE (e.g.,
See subparts		/	CLEC is ordering the component as an alternate service such as special access).
to Issue 9-58	7	9.23.4.5.4 One (1) LSR is required	CLEC will indicate this information in
(a)-(d) and 9-	of the Loop-Transport Combination	when CLEC orders Point-to-Point	the Remarks section of the LSR, unless
59 for related	is not a UNE (i.e., not a component	EELs _w	the Parties agree otherwise.¶
issues in	to which UNE pricing applies),		Formatted: Space After: 0 pt
9.23.4.5.4,	CLEC will indicate on the LSR that		Deleted: and Point-to-Point Commingled EELs

9.23.4.5.6 (and subpars). 9.23.4.7 and surpars). 9.23.4.5 and alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise. Ordering. Billing, and Crecuit D for Commingled EELs. Commingled	Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
CLE is ordering the component as subparts; 9.23.4,7 and subparts; 9.11.11.8 cesses CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise. Ordering, Billing, and Circuit ID for Commingled Arrangement service such as special access). ORDERING (For alternate proposal, see Section 9-59 below) Issue 9-58 (a) Section 9-59 Section 9-59 Section 9-70 Issue 9-78 (a) Sections 9-23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point CEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point CEC orders Point-to-Point EELs, and Point-to-Point EELs, Sor such Point-to-Point EELs, For such Point-to-Point Combinations, Qwest will assign a single circuit identification (ID) number for such combinations, Commingled Arrangements Multiplexed Loop-Transport Combinations Point-to-Point Combination Regarding Commingling see Section 24. Formatted: Body Text Indent 2			LANGUAGE	
subpars). 9.23.4.7 and subpars: 9.11.11.1 & of the LSR, unless the Parties agree otherwise. Ordering, Billing, and Circuit ID for Commingled Arrangements Section 9-59 below) Section 9-59 below) Section 9-23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point Commingled EELs. For such Point-to-Point and EEL loops (as part of a multiplexed EEL), (which are not commingled Commingled Carrangements of the point to Point top-Transport Combination. Ordering, Billing, and Circuit ID for Commingled Carrangements of the point-to-Point Combination. Owner will assign a part of a multiplexed EELs, (which are not combination.) Ordering, Billing, and Circuit ID for Commingled Carrangements of the point-to-Point Combination. Owner will assign a part of a multiplexed EELs. Formatted: Body Text Index 2 Formatted: Body Text Index 2 Formatted: Body Text Index 2				
9.23.4.7 and subparts; 9.1.1.1.1.2 of the LSR, unless the Parties agree otherwise. Ordering, Billing, and Circuit ID for Commingled Arrangements S = ORDERING (For alternate proposal, see Section 9-59 below) Issue 9-\$\\$ (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point Commingled EELs, and Point-to-Point EELs, and Point-	,			
subparts; 9.1.1.1.8 9.1.1.1.1.6 9.1.1.1.1.2 Ordering, Billing, and Circuit ID for Commingled Arrangement 8 - Section 9-59 below) Issue 9-\$8 (a) Section 9-59 below Issue 9-\$8 (a) Section 9-59 Commingled FELs, For such Ordering, Billing, and Circuit ID for Commingled FELs, For such Ordering, Billing, and Circuit ID for Commingled FELs, For such Ordering, Billing, and Circuit ID for Commingled FELS, For such Ordering, Billing, and Circuit ID for Commingled FELS, For such Ordering, Billing, and Circuit ID for Such combinations. Ovest will assign a single circuit identification (ID) Immber for such combination. Deleted: Loop-Transport Combinations. Deleted: Left, Space After: 0 pt Formatted: Left, Space A				
9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1.1.1 & 9.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1.1 & 9.1.1 & 9.1.1.				
9.1.1.1.1.2. Ordering, Billing, and Circuit ID for Commingled Arrangement S = ORDERING (For alternate proposal, see Section 9-59 below) Issue 9-\$8 (a) Section 9-59 Section 9-59 Section 9-50 Section				
Ordering, Billing, and Circuit ID for Commingled Arrangement s— ORDERING (For alternate proposal, see Section 9-9 below) Issue 9-\$8 (a) Sections 9.23.4.5.4 One (I) LSR is required when CLEC orders Point-to-Point ELLs, and Point-to-Point Commingled ELLs, for such Point-to-Point Ombination, Qwest will assign a single circuit identification (ID) number for such combination. Quest may require two (2) service requests when CLEC orders Point-to-Point and ELL loops (as part of a multiplexed ELL). Regarding Commingling see Section 24. Formatted: Body Text Indent 2				
Billing, and Circuit ID for Commingled ELS. and Point-to-Point ELS. and Point-to-Point Commingled ELS	7.1.1.1.1.2	other wise.		
Billing, and Circuit ID for Commingled ELS. and Point-to-Point ELS. and Point-to-Point Commingled ELS	Ordering			
Circuit ID for Commingled Arrangement S - ORDERING (For alternate proposal, see Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point Formatted: Left, Space After: 0 pt Men CLEC orders Point-to-Point ELs. and Point-to-Point ELs. and Point-to-Point ELs. and Point-to-Point ELs. and Point-to-Point ELs. Qwest may require two (2) Deleted: and Point-to-Point Commingled ELs. For such Point-to-Point Deleted: and Point-to-Point Deleted: Deleted: and Point-to-Point Deleted: and Point-to-Point Deleted: and Point-to-Point Deleted: and Point-to-Point Deleted:		9.23.4.5.4 One (1) LSR is required		
Commingled Arrangement S = ORDERING (For alternate proposal, see Section 9-59 below) Issue 9-\$8 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point when CLEC orders Point-to-Point ELs, and Point-to-Point ELs, and Point-to-Point ELs, and Point-to-Point (Dombinations, Quest will assign a single circuit identification (ID) number for such combination. Circuit ID for Commingled Arrangements Arrangement S = ORDERING (For alternate proposal, see Section 9-59 below) 1				
(For alternate proposal, see Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point when CLEC orders Point-to-Point EELs, and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Ordering, Billing, and Circuit ID for Commingled Arrangements ORDERING (For alternate proposal, see Section 9-59 below) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, Qwest may require two (2) service requests when CLEC orders Point-to-Point Loop-Transport Commingled EELs. For such Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Formatted: Left, Sp				
S - ORDERING ORDERING	Arrangement	Commingled EELs		
(For alternate proposal, see Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point Loop-Transport Ordering, Billing, and Circuit ID for Commingled Arrangements Owest may require two (2) service requests when CLEC orders Point-to-Point Loop-Transport (Deleted: Left, Space After: 0 pt Service requests when CLEC orders Point-to-Point EELs, which are not Point-to-Point Loop-Transport (Deleted: and Point-to-Point Loop-Transport (Deleted: and Point-to-Point Loop-Transport (Deserting as single circuit identification (ID) number for such combination. Qwest may require two (2) service requests when CLEC orders Multiplexed EEL. (Which are not Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination. Qwest may require two (2) service requests when CLEC orders Point-to-Point and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Point-to-Point CleC orders Multiplexed EEL, (which are not point-to-Point Loop-Transport Combinations) Peleted: and Point-to-Point Combinations (Deleted: Loop-Transport Combinations) Ordering, Billing, and Circuit ID for Commingled Arrangements Multiplexed Loop-Transport Deleted: Loop-Transport Combinations Permatted: Left, Space After: 0 pt Pormatted: Left, Space After: 0 pt	_			
proposal, see Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point (Commingled EELs. For such Point-to-Point Loop-Transport (Combinations, Qwest will assign a single circuit identification (ID) number for such combination. Circuit ID for Commingled Arrangements Orderites Section 24. Point-to-Point (Deleted: and Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Point-to	ORDERING			
proposal, see Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point (Commingled EELs. For such Point-to-Point Loop-Transport (Combinations, Qwest will assign a single circuit identification (ID) number for such combination. Circuit ID for Commingled Arrangements Orderites Section 24. Point-to-Point (Deleted: and Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Arrangements) (Point-to-Point) (Point-to				
Section 9-59 below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point when CLEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point EELs, Greated EELs. For such Point-to-Point Loop-Transport Commingled EELs. For such Point-to-Point and EEL loops (as single circuit identification (ID) number for such combinations. Ordering, Billing, and Circuit ID for Commingled Arrangements Ordering Arrangements Owest will assign a single circuit identification. Qwest may require two (2) service requests when CLEC orders Multiplexed EEL). Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Formatted: Left, S	(For alternate			
below) Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point EELs, and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Owest will assign a single circuit identification (ID) number for such combination. Circuit ID for Commingled Arrangements Deleted: and Point-to-Point LSR is required when CLEC orders Point-to-Point when CLEC orders Point-to-Point EELs, Qwest may require two (2) service requests when CLEC orders Multiplexed EELs, (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Formatted: Left, Space After: 0 pt Formatted: Left, Space After: 0 pt Deleted: and Point-to-Point Commingle Able to point Loop-Transport Commingle Service requests when CLEC orders Multiplexed EELs, (which are not Point-Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination. Regarding Commingling see Section 24. Formatted: Body Text Indent 2				
Issue 9-58 (a) 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point when CLEC orders Point-to-Point EELs_and Point-to-Point EELs_and Point-to-Point EELs_and Point-to-Point EELs_west may require two (2) service requests when CLEC orders Multiplexed EELs_(which are not Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination. Quest may require two (2) service requests when CLEC orders Multiplexed EELs. Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Formatted: Lef				
when CLEC orders Point-to-Point Sections 9.23.4.5.4 Ordering, Billing, and Circuit ID for Commingled Arrangements Owest may require two (2) Section Sections 9.23.4.5.4 When CLEC orders Point-to-Point EELs Qwest may require two (2) Service requests when CLEC orders Multiplexed EELs (which are not Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) Number for such combination. Owest may require two (2) Service requests when CLEC orders Multiplexed EELs (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt EELs Qwest may require two (2) Service requests when CLEC orders Multiplexed EELs. For such Point-to-Point Commingled EELs. For such Point-to-Point are not Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) Number for such combinations Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt EELs Qwest may require two (2) Service requests when CLEC orders Multiplexed EELs. For such Point-to-Point Dop-Transport Combinations, Qwest will assign a single circuit identification (ID) Number for such combinations. Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt EELs Qwest may require two (2) Service requests when CLEC orders Authority of the commingle EELs orders are not Point Loop-Transport Combinations. When CLEC orders Point Loop-Transport Nultiplexed EELs (which are not Point Loop-Transport Combinations) Regarding Commingling see Section 24. Formatted: Left, Space After: 0 pt Formatted: Left, Space After: 0 pt Service requests when CLEC orders Authority of the commingle EELs (which are not Point Loop-Transport Combinations) Regarding Commingling see Section 24.				
Sections 9.23.4.5.4 Ordering, Billing, and Circuit ID for Commingled Arrangements Commingled Arrangements Sections 9.23.4.5.4 Deleted: and Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Commingled EELs. For such Point-to-Point Loop-Transport Multiplexed EELs. (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Deleted: and Point-to-Point Commingled EELs. For such Point-to-Point Commingled EELs. For such Point-to-Point Loop-Transport Commingled EELs. For such Point-to-Point Loop-Transport Commingled EELs. For such Point-to-Point Loop-Transport Nultiplexed EELs. (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. Formatted: Formatted: Fort: 11 pt Formatted: Body Text Indent 2	Issue 9-58 (a)		, , , , , , , , , , , , , , , , , , ,	Formatted: Left, Space After: 0 pt
9.23.4.5.4 Ordering, Billing, and Circuit ID for Commingled Arrangements Ordering description for such combinations. Ordering description for such combina				Formatted: Left, Space After: 0 pt
Ordering, Billing, and Circuit ID for Commingled Arrangements Ordering, Combinations, Owest will assign a single circuit identification (ID) number for such combinations. Regarding Commingling see Section 24. Formatted: Font: 11 pt Formatted: Body Text Indent 2				Deleted: and Point-to-Point
Ordering, Billing, and Circuit ID for Commingled Arrangements Ordering, Billing, and Circuit identification (ID) Deleted: Loop-Transport Combinations Regarding Commingling see Section 24. Formatted: Fort: 11 pt Formatted: Body Text Indent 2	9.23.4.5.4			
Billing, and Circuit ID for Commingled Arrangements Orderling, Billing, and Circuit identification (ID) number for such combination. Regarding Commingling see Section 24. Formatted: Formatted: Formatted: Body Text Indent 2				
Circuit ID for Commingled Arrangements Commin				identification (ID) number for such
Commingled Arrangements				combination.
Arrangements requests when CLEC orders Multiplexed Loop-Transport ONE OF The Company of the Company of the CLEC orders Multiplexed Loop-Transport				Deleted: Loop-Transport Combinations
Multiplexed_Loop-Transport Formatted: Body Text Indent 2			Section 24.	Formatted: Font: 11 pt
CIDCULAR	1 HIGH SOMETHS		 	Formatted: Body Text Indent 2
	CIRCUIT			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	/	Formatted: Indent 4 Char1
Section# ² ID	LANGUAGE ³ Combinations (which are not Point-	LANGUAGE		Formatted: No underline, Font color: Auto
[2 of 2 issues	to-Point) and EEL loops (as part of a multiplexed EEL). Regarding		, , ,	Formatted: Left, Space Before: 0 pt, After: 0 pt
in Section 9.23.4.5.4:	Commingling see Section 24.			Formatted: Left, Space Before: 0 pt, After: 0 pt
For 1 st issue	NOTE: For Eschelon's alternative		√ / / / (I	Formatted: Font: 10 pt
(terminology)	proposal (if single circuit ID is			Formatted: Font: Bold
, see (Issue 9-	rejected), see Section 9.23.4.7 in			Formatted: Font: Bold, Highlight
55 (Section 9.23.4.4.1) <i>above</i>]	subpart below,		$j' = j'_i 1$	Deleted: 9.23.4.6.6 For each Point-to- Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not
Issue 9-58 (b) Sections 9.23.4.5.6 (and subparts), Ordering, Billing, and Circuit ID for Commingled Arrangements BILLING	9.23.4.6.6 For each Point-to-Point Loop-Transport Combination (see Section 9.23.4.5.4), all chargeable rate elements for such combination will appear on the same Billing Account Number (BAN). NOTE: For Eschelon's alternative proposal (if single BAN is rejected), see Section 9.23.4.6.6 below.	9.23.4.6.6 For Commingling see Section 24.		provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps: 9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification ("circuit ID") for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL; 9.23.4.6.6.2 Qwest will assign a separate
Issue 9-58 (c)	Eschelon's proposed alternate	SAME FOR BOTH		account type to Commingled EELs so that Commingled EELs appear on an
	language (if Qwest's position on	PROPOSALS:	1	account separate from other services
Sections	9.23.4.6.6 is accepted in	0.22.4.6.6.150	!	(such as special access/private line);¶
9.23.4.5.6 (and	arbitration)	9.23.4.6.6 For Commingling, see Section 24.		9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-
subparts)	9.23.4.6.6 For each Point-to-Point	SCHOIL 24.		account number for the UNE component
	Commingled EEL (see Section	v ·		of the Commingled EEL in a field (e.g., the Reference Billing Account Nu [7]

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Ordering,	9.23.4.5.4), so long as Qwest does		
Billing, and	not provide all chargeable rate		
Circuit ID for	elements for such EEL on the same		
Commingled	Billing Account Number (BAN),		
Arrangements	Qwest will identify and relate the	For	matted: Font: 10 pt
_	components of the Commingled		
BILLING	EEL on the bills and the Customer		
	Service Records. Unless the Parties		
(Alternate	agree in writing upon a different		
proposal to	method(s), Qwest will relate the		
9.23.4.6 6 in	components of the Commingled		
Issue 9-	EEL by taking at least the following		
58(b))	steps:		
		◆{ For	matted: Indent: Left: 0.5"
	9.23.4.6.6.1 Qwest will provide, on		
	each Connectivity Bill each month,		
	the circuit identification ("circuit		
	ID") for the non-UNE component		
	of the Commingled EEL in the sub-		
	account for the related UNE		
	component of that Commingled		
	EEL;		
		<{For	matted: Indent: Left: 1.5"
	9.23.4.6.6.2 Qwest will assign a		
	separate account type to		
	Commingled EELs so that		
	Commingled EELs appear on an		
	account separate from other		
	services (such as special		
	access/private line);		
		◆ For	matted: Indent: Left: 1.5"
	9.23.4.6.6.3 Each month, Qwest		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Section#	will provide the summary BAN and	LANGUAGE		
	sub-account number for the UNE			
	component of the Commingled EEL			
	in a field (e.g., the Reference			
	Billing Account Number, or RBAN,			
	field) of the bill for the non-UNE			
	component; and			
	component, and		4	Formatted: Indent: Left: 1"
	9.23.4.6.6.4 For each Commingled			Pormatted: Indent. Left. 1
	EEL, Qwest will provide on all			Formatted: Left, Space Before: 0
	associated Customer Service		/	pt, After: 0 pt
	Records the circuit ID for the UNE		/]	Deleted: 9.1.1.1.1 Commingled EELs
	component; the RBAN for the non-		//	are addressed in Section 9.23. For any
	UNE component; and the circuit ID		11	other Commingled arrangement, the following terms apply, in addition to the
	for the non-UNE component.		<i>i'</i>	general terms described in Section 24:¶
Issue 9-58 (d)	9.1.1.1.1 Commingled EELs are		4 //	¶
	addressed in Section 9.23. For any	V	f	9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached
Section	other Commingled arrangement, the			with a non-UNE wholesale service,
9.1.1.1.1 &	following terms apply, in addition			unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order
9.1.1.1.1.2	to the general terms described in			the arrangement on a single service
	Section 24:			request; if a circuit ID is required, there
Ordering,				will be a single circuit ID; and all chargeable rate elements for the
Billing, and	9.1.1.1.2 When a UNE or UNE		4,	Commingled service will appear on the
Circuit ID for	Combination is connected or		1	same BAN. If ordering on a single service request, using a single identifier,
Commingled	attached with a non-UNE wholesale		'	and including all chargeable rate elements
Arrange-	service, unless it is not Technically		1	on the same BAN is not Technically
ments	Feasible or the Parties agree		\	Feasible, Qwest will identify and relate the elements of the arrangement on the
	otherwise, CLEC may order the		1	bill and include in the Customer Service
OTHER	arrangement on a single service		'	Record for each component a cross reference to the other component, with its
ARRANGE-	request; if a circuit ID is required,		1	billing number, unless the Parties agree
MENTS	there will be a single circuit ID; and			otherwise.¶

Formatted: Left, Space Before: 0 pt

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.		
Issue 9-58(e) Sections 9.23.4.4.3.1 & 24.3.2;	9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities	24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the	pleted: 9.23.4.4.3.1 When any mponent of the Loop-Transport mbination is not a UNE, the service erval for the combination will be the ger interval of the two facilities being mmingled. See Section 24.1.2.1.¶
9.1.1.1.1 & 9.1.1.1.1 Interval for Commingled	being Commingled. See Section 24.1.2.1. 24.3.2 See Section 9.23.4.4.3.1	the applicable Tariff. are oth following the applicable are are other are are other applicable.	addressed in Section 9.23. For any er Commingled arrangement, the lowing terms apply, in addition to the heral terms described in Section 24:
Arrangements	regarding intervals for Commingled EELs.	V	leted: ¶
Thungereents	LLLO.	and ser arra	eleted: 9.1.1.1.1.1 When a UNE and other service are Commingled, the vice interval for the Commingled angement will be the longer interval of two facilities being Commingled.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	9.1.1.1.1 Commingled EELs are		
	addressed in Section 9.23. For any		
	other Commingled arrangement, the		
	following terms apply, in addition		
	to the general terms described in		
	Section 24:		
	9.1.1.1.1 When a UNE and		
	another service are Commingled,		
	the service interval for the		
	Commingled arrangement will be		
	the longer interval of the two		
	facilities being Commingled.		
		◆ Forr	natted: Font: Times New
Section		. Rom	an, Font color: Auto
9.23.4.5.6 –			matted: normal block, Tabs: Not
See Issue 12-		at 1	" + 1.75"
67 (Section		Form	matted: Centered
12.2.1.2)		For	matted: Font: Italic
below		For	matted: Font: Italic
Section 9.23.4.6.6 –		For	natted: Centered
9.23.4.0.0 = See Issue 9-		For	matted: Font: Italic
58 (Section			natted: Fort. Italic
9.23.4.5.1.1)			
above		For	matted: Font: Italic
Issue 9-59	Eschelon proposed alternate		T.
(alternate)	language (if Qwest's position on		
	9.23.4.5.4 is accepted in		
Sections	arbitration)		
9.23.4.7 and			

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
subparts	9.23.4.7 Maintenance and Repair	9.23.4.7 Maintenance and Repair		
	for UNE Component of Point-to-	for UNE Component of		
Ordering,	Point Commingled EELs	"Commingled EELs		Deleted: Point-to-Point
Billing, and				
Circuit ID for	9.23.4.7.1 When CLEC reports a	9.23.4.7.1 When CLEC reports a	4	Formatted: Left
Commingled	trouble through any of the means	trouble through any of the means	`	
Arrangements	described in Section 12.4.2.2, so	described in Section 12.4.2.2,	_1	Deleted: so long as Qwest provides
_	long as Qwest provides more than	CLEC may provide both circuit	/′	more than one circuit ID per Commingled
	one circuit ID per Commingled	IDs associated with the		
CIRCUIT	EEL, CLEC may provide all circuit	Commingled EEL in a single		Deleted: all
ID/	IDs associated with the	trouble report If CLEC is using		Deleted: both
ALTER-	Commingled EEL in a single	CEMR to submit the trouble report,	\	Deleted: (i.e., Qwest shall not require
NATE	trouble report (i.e., Qwest shall not	for example, the CLEC will first	\	CLEC to submit separate and/or consecutive trouble reports for the
	require CLEC to submit separate	report one circuit ID (the circuit it	`\ \	different circuit IDs associated with the
	and/or consecutive trouble reports	believes has the trouble) and	`\`\	single Commingled EEL).
(Alternate	for the different circuit IDs	include the other circuit ID in the	\\Y	Formatted: Font: 11 pt, Italic
proposal to	associated with the single	remarks section <u>Should a second</u>	```	Deleted: may
9.23.4.5.4 in	Commingled EEL). If CLEC is	repair ticket be required for the		Deleted: (unless the Parties agree to a
Issue 9-	using CEMR to submit the trouble	circuit in the remarks section,		different method). Qwest will
58(a))	report, for example, <u>CLEC may</u>	Qwest will contact CLEC, and they		communicate a single trouble report
	report one circuit ID and include	will mutually agree who will open	\	tracking number (i.e., the "ticket" number) (described in Section
	the other circuit ID in the remarks	the second repair ticket.	','	12.1.3.3.3.1.1) for the Commingled EEL
	section (unless the Parties agree to a		","	to CLEC at the time the trouble is
	different method). Qwest will		1///	reported.
	communicate a single trouble report		///	Deleted: the
	tracking number (i.e., the "ticket"	9.23.4.7.1.1 Intentionally Left	1,1	Deleted: will first
	number) (described in Section 12.1.3.3.3.1.1) for the Commingled	<u>Blank</u>	\(\lambda\)	Deleted: (the circuit it believes has the trouble)
	EEL to CLEC at the time the trouble is reported.			Deleted: Should a second repair ticket be required for the circuit in the remarks section, Qwest will contact CLEC, and they will mutually agree who will open the second repair ticket.

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
	9.23.4.7.1.1 If any circuit ID is missing from any Customer Service Record associated with the	9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge only if		eted: (sometimes referred to as "No uble Found" charge)
	Commingled EEL, Qwest will provide the circuit ID information	Qwest dispatches and no trouble is found on <u>either</u> circuit associated	\subseteq	leted: both
	to CLEC at the time CLEC submits	with the Commingled EEL.		eted: s
	9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge (sometimes referred to as "No Trouble Found" charge) only if Qwest dispatches and no trouble is found on both circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.		purs also circ EEI	leted: If CLEC may charge Qwest suant to Section 12.4.1.8, CLEC may charge only a single charge for both uits associated with the Commingled matted: Font: 11 pt matted: Left
Issue 9-60		<u>*</u>	For	matted: Font: Times New Roman
Intentionally Left Blank			Foi	matted: Indent 3
Section		+-	Foi	matted: Centered
9.23.6.2 –			For	matted: Centered
See Issue 9-			- For	matted: Font: Italic
61 (Section 9.23.9) <i>below</i>				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
MULTI-				
PLEXING				
(LOOP-				
MUX				
COMBINA-				
TIONS)				
Issue 9-61	Eschelon's proposed placement =	Qwest's proposed placement =		
	Place Loop-Mux Combinations in	Place Loop-Mux Combinations in		
Sections	Section 9 (UNEs).	Section 24 (Commingling).	*	Formatted: Centered
9.23.9 and				
sub-parts;	9.23.9 and subparts – all (see next	24.4.1 and subparts – all (see next		
24.4 and sub-	row)	row)		
parts;				
9.23.2 ((2 of	9.23.2 UNE Combinations	9.23.2 UNE Combinations	4 \	Formatted: Space Before: 0 pt,
2 issues; For	Description and General Terms	Description and General Terms		After: 0 pt
1 st issue, see	UNE Combinations are available in,	UNE Combinations are available in,	`	Formatted: Space Before: 0 pt,
Section	but not limited to, the following	but not limited to, the following		After: 0 pt
9.23.2);	products: EELs (subject to the	products: EELs (subject to the	` \	Formatted: Font: 11 pt
9.23.4.4.3;	limitations set forth below) and	limitations set forth below), If		Deleted: and
9.23.6.2	Loop Mux Combinations. and. If	CLEC desires access to a different	177-1	Deleted:
	CLEC desires access to a different	UNE Combination, CLEC may	\ \	
Loop-Mux	UNE Combination, CLEC may	request access through the Special	*	Deleted: Loop Mux Combinations
Combination	request access through the Special	Request Process set forth in this	7	Formatted: Centered
(LMC) –	Request Process set forth in this	Agreement		
	Agreement			Formatted: Font: 11 pt
Placement				
Issue 9-61 (a)	Eschelon proposed modifications	NOTE: See Eschelon Proposed	4	Formatted: Centered
	(9.23.9 and subparts):	language for cross-references to		
Sections	9.23.9.1.1[24.4.1.1] Loop-Mux	Section 24. Section 24.4.1 contains		
9.23.9 and	combination (LMC) is an	Qwest's corresponding language		
sub-parts;	unbundled Loop as defined in	(without Eschelon's proposed		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
24.4 and sub-	Section 9.2 of this Agreement	modifications). The black text in	
parts;	(referred to in this Section as an	Sections 9.23.9 and 24.4.1 is the	
9.23.2 ((2 of	LMC Loop) combined with a DS1		Deleted: Commingled
2 issues; For	or DS3 multiplexed facility with no	placement. The parties disagree as	Deleted: private line (PLT), or with a
1 st issue, see	interoffice transport. The	to the highlighted (red) language.	pecial access (SA), Tariffed
Section	multiplexed facility is provided as		Deleted: PLT/SA
9.23.2);	an Interconnection Tie Pair (ITP)	Eschelon language column are	Deleted: either
9.23.4.4.3;	from the high side of the	proposed by Eschelon, and Owest	
9.23.6.2	multiplexer to CLEC's Collocation.		Deleted: or Expanded Interconnection
	The multiplexer and the Collocation	as to placement (see previous	Termination (Ele 1)
Loop-Mux	must be located in the same Qwest	issue).	
Combination	Wire Center.		
(LMC) –			
	9.23.9.1.2 [24.4.1.2] LMC	4	Formatted: Space After: 0 pt
LMC Loop	provides CLEC with the ability to		
versus LMC	access End User Customers and		
	aggregate DS1 or DS0 unbundled		
	Loops to a higher bandwidth via a		
	DS1 or DS3 multiplexer. There is	+ <u>></u> -1	Deleted: PLT/SA
	no interoffice transport between the	```	Formatted: Centered
	multiplexer and CLEC's		1
	Collocation.		
·			
	9.23.9.1.3 [24.4.1.3] Qwest		
	offers the LMC as a Billing		Deleted: Loop
	conversion or as new Provisioning.		
	9.23.9.2.1 [24.4.2.1] A <u>UNE</u>	{1	Deleted: n
	Extended Enhanced Loop (EEL)		
	may be combined with the	{1	Deleted: commingled
	multiplexed facility.		Deleted: PLT/SA

Issue#/ ¹ ESCHELON PROPOSED Section# ² LANGUAGE ³	QWEST PROPOSED LANGUAGE
9.23.9.2.2 [24.4.2.2] LMC will	Deleted: Loops
be provisioned where existing	Formatted: Space After:
facilities are available or pursuant	
to the provisions of Section 9.1.2.1	
of the Agreement.	
9.23.9.2.3 [24.4.2.3] The DS1 or	Deleted: PLT/SA
DS3 multiplexed facility must	Formatted: Space After:
terminate in a Collocation.	
9.23.9.2.4 [[24.4.2.4] Intentionally	Formatted: Space After:
Left Blank	Deleted: The multiplexed fa
	subject to all terms and condit
9.23.9.2.6 [24.4.2.6]	(ordering, provisioning, and b
Rearrangements may be requested	
for work to be performed by Qwest	Formatted: Space After:
on an existing LMC, or on some	Deleted: Loop
private line/special access circuits,	
when coupled with a conversion-as-	
specified request to convert to	
LMC,	Deleted: Loop
9.23.9.3.2 [24.4.3.2] LMC	
multiplexing is offered in DS3 to	
DS1 and DS1 to DS0	
configurations. LMC multiplexing	
is ordered with LMC Loops. The	
recurring and nonrecurring rates in	
Exhibit A apply.	
[24.4.3.2] LMC Multiplexing is	Formatted: Font: Not Bold
offered in DS3 to DS1 and DS1 to	
DS0 configurations. Recurring and	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	non-recurring charges will apply.			
	9.23.9.3.2.1 3/1 multiplexing rates			matted: Space Before: 0 pt,
	are contained in Exhibit A of this		Afte	r: 0 pt
	Agreement, and include the			
	<u>following:</u>			
	a) Recurring Multiplexing Charge.			
	The DS3 Central Office Multiplexer			
	provides de-multiplexing of one			
	DS3 44.736 Mbps to 28 1.544			
	Mbps channels.			
	b) Non-recurring Multiplexing			
	Charge. One-time charges apply			
	for a specific work activity			
	associated with installation of the			
	multiplexing service.			
	9.23.9.3.2.2 1/0 multiplexing rates		← For	matted: Space Before: 0 pt,
	are contained in Exhibit A of this		Afte	r: 0 pt
	Agreement, and include the			
	<u>following charges:</u>			
	a) Recurring Multiplexing Charge.			matted: Left, Indent: Left: 0",
	The DS0 Central Office multiplexer			ce Before: 0 pt, After: 0 pt, s: 2", Left + Not at 1.56"
	provides de-multiplexing of one		Tab	S. 2 , Left + Not at 1.30
	DS1 1.544 Mbps to 24 64 Kbps			
	channels.			
	b) Non-recurring Multiplexing			
	Charge. One-time charges apply			
	for a specific work activity			
	associated with installation of the			
	multiplexing service, including low			
	side channelization of all 28			

Issue#/ ¹ ESCHELON PROPOSI Section# ² LANGUAGE ³	ED	QWEST PROPOSED LANGUAGE	
channels.			
9.23.9.3.4 [24.4.3.4] Nonrect charges for Billing conversio			Formatted: Space Before: 0 pt, After: 0 pt
LMC are set forth in Exhibit			Deleted: Loop
9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring of as described in Exhibit A matassessed on some requests for	y be r work		Formatted: Space Before: 0 pt, After: 0 pt
to be performed by Qwest on existing LMC, or on some pr	ivate		Deleted: Loop
line/special access circuits, w coupled with a conversion-as specified request to convert to	3-		
LMC			Deleted: Loop
9.23.9.4.1 [24.4.4.1] Ord	lering		Formatted: Space Before: 0 pt, After: 0 pt
contained below and in Section of this Agreement. Qwest will document its ordering procest Qwest's Product Catalog (PC). The following is a high-level description of the ordering procest product Catalog (PC).	II ses in CAT).		Deleted: Loop
9.23.9.4.1.1 [24.4.4.1] Complete product questionna	Step 1: nire for		Formatted: Space Before: 0 pt, After: 0 pt
LMC (s) with account team representative.			Deleted: Loop
	Step 4:		Formatted: Space Before: 0 pt, After: 0 pt

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
	After account team notification,	
	place LMC orders via an LSR.	Deleted: Loop
	9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for	Formatted: Space Before: 0 After: 0 pt
	first sentence] <u>For UNE</u>	
	Combinations with appropriate	
	retail analogues, the Provisioning	
	interval will be no longer than the	
	interval for the equivalent retail	
	service. CLEC and Qwest can	
	separately agree to Due Dates other	
	than the interval.	
	9.23.9.4.4 [24.4.4.4] Due date	Formatted: Space Before: 0
	intervals are established when	After: 0 pt
	Qwest receives a complete and	
	accurate LSR made through the	
	IMA, EDI or Exact interfaces or	
	through facsimile. For LMC, the	Deleted: Loops
	date the LSR is received is	
	considered the start of the service	
	interval if the order is received on a	
	business Day prior to 3:00 p.m. For	
	LMC, the service interval will begin	Deleted: Loops
	on the next business Day for service	
	requests received on a non-business	
	day or after 3:00 p.m. on a business	
	day. Business Days exclude	
	Saturdays, Sundays, New Year's	
	Day, Memorial Day, Independence	
	Day (4 th of July), Labor Day,	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	Formatted: Font: Times New
	Thanksgiving Day and Christmas		Roman, Not Highlight
	Day.		Formatted: Font: Times New Roman, Not Highlight
	9.23.9.4.5 [24.4.4.5] Out of Hours Project Coordinated	★ /	Formatted: Space Before: 0 pt, After: 0 pt
	Installations: CLEC may request an out of hours Project Coordinated		Formatted: Font: Times New Roman, Not Highlight
	Installation. This permits CLEC to obtain a coordinated installation for		Formatted: Font: Times New Roman, Not Highlight
	LMC with installation work performed by Qwest outside of Qwest's standard installation hours.		Formatted: Font: Times New Roman, Font color: Auto, Not Highlight
	For purposes of this Section, Owest's standard installation hours	, `\`	Formatted: Font: Times New Roman, Not Highlight
	are 8:00 a.m. to 5:00 p.m. (local		Deleted: Loops
	time), Monday through Friday, except holidays. Installations commencing outside of these hours	·	Formatted: Font: (Default) Times New Roman, Font color: Auto, Not Highlight
	are considered to be out of hours Project Coordinated Installations.		Formatted: Font: (Default) Times New Roman, Font color: Auto, Not Highlight
	9.23.9.6.1 [24.4.6.1] Qwest will maintain facilities and equipment		Formatted: Font: (Default) Times New Roman, Font color: Auto, Not Highlight
	for LMC provided under this Agreement. CLEC or its End User		Formatted: Font: (Default) Times New Roman, 11 pt
	Customers may not rearrange, move, disconnect or attempt to		Formatted: Font: (Default) Times New Roman, Not Highlight
	repair Qwest facilities or	',','	Formatted: Left
	equipment, other than by	','	Deleted: Loops
	connection or disconnection to any interface between Qwest and the End User Customer, without the	· ·	Deleted: Qwest will maintain the multiplexed facility pursuant to the Tariff.

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	prior written consent of Qwest.			
- 04.7				
Issue 9-61 (b)	9.23.9.4.3 Service intervals for	24.4.4.3 <u>Standard service intervals</u>	Deleted: S	itandard s
	LMC(s) are set forth in Exhibit C.	for LMCLoops in the Service		d: Space Before: 0 pt,
Sections	For UNE Combinations with	Interval Guide (SIG) available at	After: 0 pt	
9.23.9 and	appropriate retail analogues, the	www.qwest.com/wholesale.	Formattec	d: Font: Not Bold
sub-parts;	Provisioning interval will be no	9.23.4.4.3 Installation intervals for	Formatted	d: Centered
24.4 and sub-	longer than the interval for the	EEL are set forth in Exhibit C but	Deleted: L	oons
parts:	equivalent retail service. CLEC and	will be no longer than the respective		n the Service Interval Guide
9.23.9.4.3,	Qwest can separately agree to Due	Private Line Transport Service that		
9.23.4.4.3,	<u>Dates other than the interval.</u>	Qwest will maintain on the		www.qwest.com/wholesale
9.23.6 2;		following web-site address:		
Exhibit C,	9.23.4.4.3 Installation intervals for	http://www.qwest.com/carrier/guide	• '' '' Deleted: (s	s)
Section 6.0	<u>UNE Combinations</u> are set forth in	s/sig/index.html	ı'ı ı'ı Deleted: a	are set forth in Exhibit C
	Exhibit C but will be no longer than		i i Deleted: F	For UNE Combinations with
	the respective Private Line	9.23.6.2 Service intervals for each		retail analogues, the
Loop-Mux	Transport Service that Qwest will	EEL are set forth in Exhibit C. For		g interval will be no longer erval for the equivalent retail
Combination	maintain on the following web-site	UNE Combinations with	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	EC and Qwest can separately
(LMC) –	address:	appropriate retail analogues, the	agree to Due	e Dates other than the
_	http://www.qwest.com/carrier/guide	Provisioning interval will be no		
Intervals	s/sig/index.html	longer than the interval for the		d: Left, Space After: 0 pt
		equivalent retail service. CLEC and	'\'\'\' Deleted: U	UNE Combinations
	9.23.6.2 Service intervals for each	Qwest can separately agree to Due	Formatted	d: Left, Space After: 0 pt
	UNE Combination are set forth in	Dates other than the interval.	Deleted: F	EL.
	Exhibit C. For UNE Combinations	F 1715 G	Formatted	d. Centered
	with appropriate retail analogues,	Exhibit C:	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
	the Provisioning interval will be no	¥	· · · · · · · · · · · · · · · ·	UNE Combination
	longer than the interval for the		Deleted: I	EEL
	equivalent retail service. CLEC and		Deleted: L	Loop Mux Combo (LMC)
	Qwest can separately agree to Due			
	Dates other than the interval.			

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	Exhibit C: Loop Mux Combo (LMC)		
Issue 9-61(c)	9.23.6.1 Interconnection Tie Pair 9.23.6.1.1 DS1 \$6.05 E	9.23.6.1 Intentionally Left Blank	Formatted: Underline, Font color:
Exhibit A	9.23.6.1.1.1 Manual \$5.45 F, 13	9.23.6.6 Intentionally Left Blank	Red
Section 9.23.6.1;	9.23.6.1.1.2 Mechanized \$5.45, F		Deleted:
9.23.6.1.1;	9.23.6.2.1 LMC 2 Wire Loop		
9.23.6.1.2;	Installation		
9.23.6.6; 9.23.6.6.1;	9.23.6.2.1.1 First \$118.21 9.23.6.2.1.2 Each Addl \$86.68		Formatted: Underline, Font color: Red
9.23.6.6.2;			Formatted: Underline, Font color:
9.23.6.6.2.1; 9.23.6.6.2.2	9.23.6.3.1 LMC 4-Wire Loop Installation		Formatted: Font color: Red
7.23.0.0.2.2	9.23.6.3.1.1 First \$118.12		Formatted: Normal
LMC	9.23.6.3.1.2 Each Add'1 \$125.06		
Multiplexing	9.23.6.6 LMC Multiplexing		Formatted: Font color: Red
	9.23.6.6.1 DS1 to DS0		
	\$212.76 (rec); \$189.94 (NRC), E,12.Z 9.23.6.6.2 DS3 to DS1		Formatted: Font: 9 pt, Font color: Red
	\$203.54 (rec); \$189.94 (NRC) E,12,Z		Formatted: Font color: Red
	9.23.6.7 DS0 Channel Performance		Formatted: Font: 9 pt, Font color: Red
	9.23.6.7.2 DS1/DS0 Low Side Channelization \$7.09		Formatted: Underline, Font color: Red
	9.23.6.8 LMC Rearrangement	· · · · · · · · · · · · · · · · · · ·	
	9.23.6.8.1 DS0 \$97.21 1		Formatted: Font color: Red
	9.23.6.8.2 High Capacity \$97.62 1		Formatted: Underline, Font color: Red

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Section#	9.23.7.7.1 DS0 \$97.21 1	LANGUAGE		Formatted: Font color: Red
	9.23.7.7.2 High Capacity \$97.62 1.			Formatted: Underline, Font color:
	▼			Red
Issue 9-62				Formatted: Font color: Red
Intentionally			\ \ \	Formatted: Underline, Font color:
Left Blank			\	Red
Issue 10-63		A		Deleted:
Intentionally				Formatted: Centered
Left Blank ROOT				Formatted: Font: 11 pt
CAUSE			\	Formatted: Normal
ANALYSIS				
AND				
ACKNOWL-				
EDGEMENT OF				
MISTAKES				
Issue 12-64	12.1.4 Root Cause Analysis and	12.1.4 Intentionally Left Blank	4	Formatted: Centered
	Acknowledgement of Mistakes			Formatted: Font: 11 pt
Section			``.	Formatted: Left, Pattern: Clear
12.1.4,	PROPOSAL #1 FOR 12.1.4.1:			Formatted: Highlight
12.1.4.1,	12.1.4.1 CLEC may make a written			
12.1.4 2,	request to its Qwest Service			Formatted: Font: (Default) Times New Roman
12.1.4.2.1;	Manager for root cause analysis			New Roman
12.1.4.2.2 see	and/or acknowledgement of a			
subparts	mistake relating to products and			
below for	services under this Agreement. The			
12.1.4.2.3;	written request should include the			
12.1.4.2.4;	following information, when			
12.1.4.2.5	applicable and available: Purchase			
and	Order Number (PON), Service			
12.1.4.2.6	Order Number, billing telephone			

Issue#/1	ESCHELON PROPOSED	OWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Section	number, a description of the End	LANGUAGE	
Acknowledge	User Customer impact and the		
-ment of	ticket number associated with the		
Mistakes	repair of the impacting condition. It		
Wiistanes	is expected that CLEC has followed		
	usual procedures to correct a		
	service impacting condition before		
	beginning the process of requesting		
	Qwest acknowledgement of error.		
	PROPOSAL #2 FOR 12.1.4.1:		Formatted: Highlight
			Formatted: Font: 11 pt
	12.1.4.1 CLEC may make a written		Tormatted. Font. 11 pt
	request to its Qwest Service		
	Manager for root cause analysis		
	and/or acknowledgement of		
	mistake(s) in processing wholesale		
	orders, including pre-order,		
	ordering, provisioning, maintenance		
	and repair, and billing. The written		
	request should include the		
	following information, when		
	applicable and available: Purchase		
	Order Number (PON), Service		
	Order Number, billing telephone		
	number, a description of the End		
	User Customer impact and the		
	ticket number associated with the repair of the impacting condition. It		
	is expected that CLEC has followed		
	usual procedures to correct a		
	service impacting condition.		
	service impacting condition.		Formatted: Font: (Default) Times New Roman
	A		New Kullidii

	QWEST PROPOSED	ESCHELON PROPOSED	Issue#/1
	LANGUAGE	LANGUAGE ³	Section# ²
matted: Font: 11 pt	Fc	12.1.4.2 When the Qwest Service	
		Manager receives a request for root	
		cause analysis and/or	
		acknowledgement from CLEC, an	
		investigation process will begin.	
		When this investigation results in	
		agreement that Qwest erred, the	
		Qwest Service Manager will	
		provide written correspondence to	
		CLEC.	
		12.1.4.2.1 The letter will include a	
		recap of sufficient pertinent	
		information to identify the issue,	
		(e.g., PON, Service Order Number,	
		order Due Date and billing	
		telephone number, as provided in	
		the CLEC request) and the	
		following statement, "Qwest	
		acknowledges its mistake. The	
matted: Font: 11 pt	{Fc	error was not made by the other	
natted: Font: 11 pt	Fo	service provider."	
		12.1.4.2.2 Qwest understands that	
		time is of the essence in processing	
		such a request and that a response	
		should be provided as quickly as is	
		possible given the particular issue	
eted: ¶	Do	raised by CLEC.	
matted: Font: 11 pt		¥	
natted: Left, Indent: Left:	Intentionally left Blank.	12.1.4.2.3 Written responses	sue 12-

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
64(a)	acknowledging Qwest error will be			
Intentionally	provided with Qwest identification,			
Left Blank	such as Qwest letterhead, logo, or			
	other indicia.			
Section				
12.1.4.2.3;	12.1.4.2.4 The Qwest Service			
12.1.4.2.4	Manager will provide the			
	acknowledgement to CLEC.			
Acknowledge				
-ment of				
Mistakes –				
Qwest				
identification				
Issue 12-	12.1.4.2.5 The acknowledgment	 Intentionally left Blank		rmatted: Font: 11 pt
64(b)	response described in Section			rmatted: Left, Indent: Left: 0",
	12.1.4.2.3 and provided by the		Pa	ttern: Clear
Section	Qwest Service Manager to CLEC			
12.1.4.2.5;	will be provided on a non-			
12.1.4.2.6	confidential basis and will not			
A 1 1 1	include a confidentiality statement.			
Acknowledge	12.1.4.2.6.0			
-ment of Mistakes –	12.1.4.2.6 Qwest external documentation available to CLEC			
Wiistakes –	will instruct CLEC to make			
Confidentiality	requests for acknowledgements			
Community	directly to its Qwest Service			
	Manager. Such external			
	documentation will also include			
	instruction for accessing the Qwest			
	Customer Contact Information Tool			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.		
	A		Formatted: Font: (Default) Times New Roman
Issue 12-65 Intentionally Left Blank		*	Formatted: Normal, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
Issue 12-66 Intentionally		*	Formatted: Font: (Default) Times New Roman
Left Blank EXPEDITE ORDERS			Formatted: Heading 3, Tabs: 1.5", Left
Issue 12-67 Section 12.2.1.2: See subparts below for 12.2.1.2.1, 12.2.1.2.2, 12.2.1.2.3, 7.3.5.2 and subparts, 9.1.12.1 and subparts; 9.23.4.5.6, Ex. A 9.20.14	12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.	NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Expedited			
Orders	DD OD OG A T. III	NOWE OWNER COVINGED AT	
Issue 12-	PROPOSAL #1:		rmatted: Left
67(a)		7.3.5.2 AND 9.1.12.1 AND	
	12.2.1.2.1 Notwithstanding any	SUBSECTIONS SEE ISSUES	
Section	other provision of this Agreement,	12-67(d) and (f) BELOW.	
12.2.1.2.1	for all products and services under		
	this Agreement (except for		
Expedited	Collocation pursuant to Section 8),		
Orders –	Qwest will grant and process		
	CLEC's expedite request, and		
Emergencies	expedite charges are not applicable,		
	if one or more of the following		
(1 of 4	conditions are met:		
Options)		<√ Fo	rmatted: Left
F	a) Fire;		
	<u>,,,,,,,,,,,,,,,,,,</u>		
	b) Flood;		
	5) 11000;		
	c) Medical emergency;		
	c) Wedicar emergency,		
	d) National emergency;		
	u) National emergency,		
	e) Conditions when the End	4	
	e) Conditions when the End User Customer is completely out of	ro lin	rmatted: Indent: Left: 0", First e: 0"
	service (primary line);		
	f) Di		rmatted: Left
	f) Disconnect in error when	Fo	rmatted: Indent: Left: 0"
	one of the other conditions on this		
	list is present or is caused by the		
	disconnect in error;		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	g) Requested service	4	Formatted: Left
	g) Requested service necessary for CLEC End User		
	Customer's grand opening event		
	delayed for facilities or equipment		
	reasons with a future Ready For		
	Service (RFS) date;		
	<u> </u>		
	h) Delayed orders with a		
	future RFS date that meet any of the		
	above described conditions;		
	i) National Security;		
	j) Business Classes of Service		
	unable to dial 911 due to previous		
	order activity; or		
	k) Business Classes of Service		
	where hunting, call forwarding or		
	voice mail features are not working		
	correctly due to previous order		
	activity where the End User		
	Customer's business is being		
	<u>critically affected.</u>		
			Formatted: Font: Bold, Font color: Auto
Issue 12-	PROPOSAL #2:		Formatted: Don't adjust space
67(a)			between Latin and Asian text, Don't
` [12.2.1.2.1 Notwithstanding any	← ,	adjust space between Asian text and numbers
Section	other provision of this Agreement,		Formatted: Left, Indent: Left: 0",
*	· · · · · · · · · · · · · · · · · · ·	·	Space After: 0 pt, Pattern: Clear

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section#2	LANGUAGE ³	LANGUAGE	
12.2.1.2.1	for all products and services under		
	this Agreement (except for		
Expedited	Collocation pursuant to Section 8),		
Orders –	Qwest will grant and process		
	CLEC's expedite request, and		
Emergencies	expedite charges are not applicable,		
	if Qwest does not apply expedite		
(2 of 4	charges to its retail Customers, such		
Options)	as when certain conditions (e.g., fire		
	or flood) are met and the applicable		
	condition is met with respect to		
	CLEC's request for an expedited		
ļ	<u>order.</u>		
Issue 12-	PROPOSAL #3:		
67(a)			
07(4)	12.2.1.2.1 Notwithstanding any	Forma	tted: Font color: Red
Section	other provision of this Agreement, for all products and services under		
12.2.1.2.1	this Agreement (except for		
	Collocation pursuant to Section 8),		
Expedited	Qwest will grant and process		
Orders –	CLEC's expedite request, and		
	expedite charges are not applicable,		
Emergencies	if resources are available and one or		
	more of the following conditions		
(3 of 4	are met: 11		
a . I .			
Options)			
Options) Issue 12- 67(a)	PROPOSAL #4:		

Without the darker gray shading, this is Eschelon's proposal #1 for Issue 12-67(a).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	other provision of this Agreement,		
Section	for all products and services under		
12.2.1.2.1	this Agreement (except for		
	Collocation pursuant to Section 8),		
Expedited	Qwest will grant and process		
Orders –	CLEC's expedite request, and		
	expedite charges are not applicable,		
Emergencies	if Qwest does not apply expedite		
	charges to its retail Customers, such		
(4 of 4	as when certain conditions (e.g., fire		
Options)	or flood) are met and the applicable		
	condition is met with respect to		
	CLEC's request for an expedited		
	order. If the conditions are met, but		
	resources are not available, Qwest		
	will grant and process CLEC's		
	expedite request only to the extent		
	that it would grant and process an		
	expedite request for a retail		
	Customer when resources are not		
	available. 12		
Issue 12-	12.2.1.2.2 If none of the conditions	₹	Formatted: Indent: Left: 0"
67(b)	described in Section 12.2.1.2.1 are	Exhibit A, Section 9.20.14:	Deleted: 12.2.1.2.2 If none of the
	met, Qwest will grant and process	Qwest's FCC Tariff No. 1	conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process
Section	CLEC's expedite request, but the	(footnote 1)	CLEC's expedite request, but the
12.2.1.2 2 &	expedite charges in Exhibit A will		expedite charges in Exhibit A will apply,
Exhibit A	apply, unless the need for the		unless the need for the expedite is caused by Qwest. ¶
	expedite is caused by Qwest.		6) 4
Expedited			

Without the darker gray shading, this is Eschelon's proposal #2 for Issue 12-67(a).

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Orders –	Exhibit A, Section 9.20.14, see		
	Issue 12-67(g), below		
Charges in			
Exhibit A			
Issue 12-	12.2.1.2.3 Nothing in this Section	()	Formatted: Left
67(c)	12.2.1.2 alters whether a non-	7.3.5.2 AND 9.1.12.1 AND	
	recurring installation charge in	SUBSECTIONS SEE ISSUES	
Section	Exhibit A applies to the CLEC	12-67(d) and (f) BELOW.	
12.2.1.2.3	order pursuant to the terms of the		
	applicable section of this	*	Deleted: 12.2.1.2.3 Nothing in this
Expedited	Agreement. The expedite charge, if		Section 12.2.1.2 alters whether a non- recurring installation charge in Exhibit A
Orders –	applicable, is separate from the	\	applies to the CLEC order pursuant to the
	installation charge.	, in the second of the second	terms of the applicable section of this
NRC		1,	Agreement. The expedite charge, if applicable, is separate from the
Issue 12-67	9.1.12.1 For expedites, see Section	9.1.12.1 Expedite requests for	installation charge.¶
(d)	<u>12.2.1.2.</u>	designed Unbundled Network	Formatted: Font: Times New Roman
		Elements are allowed. Expedites	Formatted: indent 1, Tabs: Not at
Section		are requests for intervals that are	1.5"
9.1.12.1 and		shorter than the interval defined in	Formatted: Font: Times New Roman
subparts;		Qwest's Service Interval Guide	Formatted: Left, Tabs: 1.5", Left
F 11. 1		(SIO), Exhibit C of individual case	<u> </u>
Expedited		Basis (ICB) Due Dates as	Formatted: Tabs: 1", Left + Not at 1.25" + 1.56"
Orders –		applicable.	
LINIE		9.1.12.1.1 CLEC will request an	Formatted: Left, Indent: Left: 0", Space Before: 0 pt, After: 0 pt
UNEs		expedite for designed Unbundled	Space Before: 0 pt, Arter: 0 pt
		Network Elements, including an	
		expedited Due Date, on the Local	
		Service Request (LSR) or the	
		Access Service Request (ASR), as	
		appropriate.	
		9.1.12.1.2 The request for an •	Formatted: Left, Space Before: 0 pt, After: 0 pt

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Sctuon	LANGUAGE	expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedites at Qwest's wholesale web site.		
Issue 12-67 (e)	9.23.4.5.6 For expedited orders, see Section 12.2.1.2.	x		Deleted: 9.23.4.5.6 For expedited orders, see Section 12.2.1.2.¶
				Formatted: Font: 11 pt
Section 9.23.4.5.6				Formatted: Normal, Tabs: Not at 1.25"
			`(Formatted: Font: 11 pt
Expedited Orders –				Formatted: Font: Times New Roman
Orders			<u>,</u>	Formatted: Font: Times New Roman
Combina-			//	Formatted: Left, Indent: Left: 0"
tions		CANTE FOR ROTH	//	Formatted: Left, Indent: Left: 0"
Issue 12-67 (f)	PROPOSAL #1:	SAME FOR BOTH PROPOSALS:	 	Deleted: LIS
(1)		I ROI OBALS.	///\{	Deleted: Interconnection
Section 7.3.5.2 and subparts	7.3.5.2 Expedite requests for	7.3.5.2 Expedite requests for LIS trunk orders are allowed. Expedites are requests for intervals		Deleted: Expedites are requests for nervals that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case Basis (ICB) Due Dates. Expedite charges as identified in
Expedited Orders –	7.3.5.2.1 CLEC will request an expedite for <u>Interconnection</u> trunks on <u>an</u> Access Service Request	that are shorter than the interval defined in Qwest's Service Interval Guide (SIG) or Individual Case		Exhibit A apply per order for every day that the Due Date interval is shortened, based on the standard interval in the SIG or based on ICB criteria for Due Dates.
Trunk orders	(ASR).	Basis (ICB)-Due Dates. Expedite		Deleted: LIS
2 options	7.3.5.2.2 The request for expedite will be allowed only when the	charges as identified in Exhibit A apply per order for every day that the Due Date interval is shortened,		Deleted: , including an expedited Due Date,
	,	the Date Date interval is shortened,		Deleted: the

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
	request meets the criteria outlined in Section 12.2.1.2.2, PROPOSAL #2:	based on the standard interval in the SIG or based on ICB criteria for Due Dates.	President Presid	eleted: the Pre-Approved Expedite occess in Qwest's Product Catalog for pedite charges at Qwest's wholesale eb site
	7252 For expeditor and Section	7.3.5.2.1 CLEC	D	eleted: ¶
	7.3.5.2 For expedites, see Section 12.2.1.2	will request an expedite for <u>LIS</u> trunks , including an expedited Due		ormatted: Font: Times New Roman
	12121112	Date, on the Access Service Request (ASR).		ormatted: Font: (Default) Times ew Roman
		7.3.5.2.2 The		ormatted: Font: Not Bold, Not ighlight
		request for expedite will be allowed	\\\ D	eleted: Interconnection
		only when the request meets the criteria outlined in_ the Pre-	D	eleted: an
		Approved Expedite Process in	D	eleted: Section 12.2.1.2.2
		Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.		
			← F	ormatted: Tabs: Not at 1.25"
Issue 12-67 (g)	9.20.14 Expedite Charge \$100 1	9.20.14 Expedite Charge ICB 3,5		ormatted: Font: Not Bold, Not ighlight
	A		\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	ormatted: Font: Not Bold
Exhibit A Section			`\\`E	ormatted: Not Highlight
9.20.14				ormatted: Font: Not Bold, Not ighlight
Expedite Charge			_	
Issue 12-68 Intentionally Left Blank				ormatted: Indent 2, Tabs: 1.25", eft

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		
Issue 12-69					
Intentionally					
Left Blank					
Issue 12-70		A	 	4	Formatted: Centered
Intentionally				7,7-	Formatted: Font: 11 pt
Left Blank				`\`\	Formatted: Body Text Indent 2
JEOPAR-				`,	Formatted: JVV5
DIES	DD ODOGAT HA		CAME FOR ROTH		
Issue 12-71	PROPOSAL #1:		SAME FOR BOTH	4	Formatted: Centered
Section	12.2.7.2.4.4 A jeopardy caused by		PROPOSALS:		Formatted: Left
12.2.7.2.4.4	Qwest will be classified as a Qwest		12.2.7.2.4.4 Specific procedures are	4	Formatted: Left
12.2.7.2.4.4	jeopardy, and a jeopardy caused by		contained in Qwest's		rormatted: Left
Jeopardy	CLEC will be classified as		documentation, available on		
(1 of 2	Customer Not Ready (CNR).		Qwest's wholesale web site.		
Options)				4	Formatted: Left
1 17					
	A			*	Formatted: Font: 11 pt
	<u> </u>			4,	Formatted: Normal, Indent: Left:
Issue 12-71	PROPOSAL #2:				2"
				\\\\	Formatted: Font: Times New Roman
Section	12.2.7.2.4.4 A jeopardy caused by			``	Formatted: JVV6, Tabs: 2.5", Left
12.2.7.2.4.4	Qwest will be classified as a Qwest				
Loomonder	jeopardy, and a jeopardy caused by CLEC will be classified as				
Jeopardy (2 of 2	Customer Not Ready (CNR).				
Options)	Nothing in this Section 12.2.7.2.4.4				
Options)	modifies the Performance Indicator				
	Definitions (PIDs) set forth in				
	Exhibit B and Attachments 1 and 2				
	to Exhibit K of this Agreement.				

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Issue 12-72	12.2.7.2.4.4.1 There are several	12.2.7.2.4.4 Specific procedures are	Formatted: Centered
	types of jeopardies. Two of these	contained in Qwest's	Formatted: Normal
Section	types are: (1) CLEC or CLEC End	documentation, available on	Formatted: Left
12.2.7.2.4.4.1	User Customer is not ready or	Qwest's wholesale web site.	
Jeopardy	service order is not accepted by the CLEC (when Qwest has tested the		
Classification	service to meet all testing		
Classification	requirements.); and (2) End User		
	Customer access was not provided.		
	For these two types of jeopardies,		
	Qwest will not characterize a		
	jeopardy as CNR or send a CNR		
	jeopardy to CLEC if a Qwest		
	jeopardy exists, Qwest attempts to		
	deliver the service, and Qwest has		
	not sent an FOC notice to CLEC		
	after the Qwest jeopardy occurs but		
	at least the day before Qwest		
	attempts to deliver the service.		
	CLEC will nonetheless use its best		
	efforts to accept the service. If		
	needed, the Parties will attempt to		
	set a new appointment time on the		
	same day and, if unable to do so, Qwest will issue a Qwest Jeopardy		
	notice and a FOC with a new Due		
	Date.		Formatted: Font: 11 pt, Not Bold
Issue 12-73	12.2.7.2.4.4.2 If CLEC establishes	12.2.7.2.4.4 Specific procedures are	Formatted: Centered
	to Qwest that a jeopardy was not	contained in Qwest's	Formatted: Left

Section agased by CLEC, Owest will correct the erroneous CNE documentation, available on power of the erroneous CNE classification and treat the jeopardy as a Owest jeopardy. Formatted: Centered power of the erroneous CNE classification and treat the jeopardy as a Owest jeopardy. Formatted: Centered power of the erroneous CNE classification and treat the jeopardy as a Owest jeopardy. Formatted: Centered power of the erroneous CNE classification and treat the jeopardy as a Owest jeopardy. Formatted: Centered power of the erroneous Control of the erroneous CNE classification and	Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
12.2.7.2 4.4.2 Correction	Section# ²	LANGUAGE ³	LANGUAGE	
Correction Cor				
Jeopartly Correction Issue 12-74 Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Inte	12.2.7.2.4.4.2		Qwest's wholesale web site.	
Correction Issue 14-74 Intentionally Left Blank Issue 14-75 Intentionally Left Blank Issue 14-75 Intentionally Left Blank Issue 14-76 Intentionally Left Blank Issue 14-79 Intentionally Intentionally Left Blank Issue 14-79 Intentionally Intentionally Intentionally Left Blank Issue 14-79 Intentionally In				
Issue 12-74 Intentionally Left Blank Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-76 (a) Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-76 (a) Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Issue 12-75 Intentionally Issue 12-75 Intentionally Issue 12-75 Intentionally Issue 12-75 Inten		as a Qwest jeopardy.		Formatted: Centered
Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-75 Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Left Blank Issue 13-79 Intentionally Intentionally Left Blank Issue 13-79 Intentionally Intentionally Intentionally Intentionally Left Blank Issue 13-79 Intentionally Intentional				
Left Blank Formatted: Normal		A		Formatted: Tabs: 2.5", Left
Issue 12-75 Intentionally Left Blank Issue 12-75 (a) Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Intentionally Left Blank Issue 12-79 Intentionally Intenti				Formatted: Normal
Left Blank Formatted: JWV6, Tabs: 0.63", Left 1sue 12-75 (a)				Formatted: Centered
Issue 12-75 (a) Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 12-76 (a) Intentionally Left Blank Issue 12-76 (a) Intentionally Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Issue 12-79 Issue 12-7				Formatted: Normal
(a) Intentionally Left Blank Issue 14-76 Intentionally Left Blank Issue 14-76 Intentionally Left Blank Issue 14-76 (a) Intentionally Left Blank Issue 14-76 Intentionally Left Blank Issue 14-76 Intentionally Left Blank Issue 14-77 Intentionally Left Blank Issue 14-77 Intentionally Left Blank Issue 14-78 Intentionally Left Blank Issue 14-79 Intentionally			· · · · · · · · · · · · · · · · · · ·	
Intentionally Left Blank Issue 12-76 Intentionally Left Blank Issue 14-76 (a) Intentionally Left Blank Issue 14-77 Intentionally Left Blank Issue 14-77 Intentionally Left Blank Issue 14-78 Intentionally Left Blank Issue 14-78 Intentionally Left Blank Issue 14-79 Intentionally				
Left Blank Issue 12-76 Intentionally Left Blank Issue 14-76 (a) Intentionally Left Blank Issue 14-77 Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Issue 12-79 Intentionally			``	
Intentionally Left Blank Issue 12-76 (a) Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Left Blank Issue 12-79 Intentionally In				
Left Blank Issue 12-76 (a) Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally				Formatted: Centered
Issue 12-76 (a) Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally Issue 12-79 Intentionally Intentionally Intentionally Intentionally Intentionally Issue 12-79 Intentionally Intentiona				Formatted: Normal
Intentionally Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Intentionally Left Blank Intentionally Left Blank Issue 12-79 Intentionally Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally Intentionally				
Left Blank Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Left Blank Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally				Formatted: JVV5
Issue 12-77 Intentionally Left Blank Issue 12-78 Intentionally Left Blank Intentionally Left Blank Intentionally Left Blank Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally Issue 12-79 Intentionally			``	Formatted: JVV5
Intentionally Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Left Blank Issue 14-79 Intentionally Issue 14-79 Intentionally Intentionally Intentionally Issue 14-79 Intentionally Intenti			*	Formatted: Centered
Left Blank Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Intentionally Issue 12-79 Intentionally Intentionally Issue 12-79 Intentionally Intentionally Issue 12-79 Intentionally Iss				Formatted: Indent: Left: 1", Don't
Issue 12-78 Intentionally Left Blank Issue 12-79 Intentionally Intentionally Intentionally Intentionally Issue 12-79 Intentionally Intentionally Issue 12-79 Intentionally Intentionally Issue 12-79 Issue 12-			\	
Left Blank Issue 12-79 Intentionally Formatted: Tobs: 1", Left			*	
Issue 12-79 Intentionally Formatted: Font color: Black Formatted: Tabs: 1", Left			17/	Formatted: Normal
Intentionally Formatted: Tabs: 1", Left				Formatted: Font color: Black
Intentionally			\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Formatted: Tabs: 1". Left
	Intentionally			· · · · · · · · · · · · · · · · · · ·

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
Left Blank				
Issue 12-80			4	Formatted: Normal
(a)			·	
Intentionally				
Left Blank				
Issue 12-80	A		\$	Formatted: Font: Arial, Font color:
(b)				Black
Intentionally				Formatted: No widow/orphan
Left Blank			\	control, Tabs: 1.56", Left + Not at 1.5"
Issue 12-80			• ',	
(c)			`\	Formatted: Indent 2, Tabs: 1.25", Left + Not at 1.5"
Intentionally			`, (
Left Blank				Formatted: Indent 2, Tabs: 1.25", Left + Not at 1.5"
Issue 12-81		A	4	Formatted: Normal
Intentionally			77-1	Formatted: Font: 11 pt
Left Blank				Formatted: Centered
Issue 12-82			`\	Formatted: Indent 2, Tabs: 1.5",
Intentionally				Left
Left Blank				
Issue 12-83				
Intentionally				
Left Blank				
Issue 12-84				
Intentionally				
Left Blank				Formatted: Centered
Issue 12-85			./ \	Formatted: Body Text, Tabs: 1.5",
Intentionally				Left
Left Blank			11/	Formatted: Normal
Issue 12-86			◆ <	
				Formatted: JVV5, Tabs: 1.5", Left

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE		
Intentionally	LANGUAGE	LANGUAGE		
Left Blank				
CON				
TROLLED				
PRO-				
DUCTION	DD OD OG LE VIA	913 F POP POPY		
Issue 12-87	PROPOSAL #1:	SAME FOR BOTH	◆ Form	natted: Centered
g		PROPOSALS:		
Section	12 60 4 6 4 11 10 1 4	10 6 0 4 6 4 11 1 1 1 1 1		
12.6.9.4	12.6.9.4 Controlled Production –	12.6.9.4 Controlled Production –		
C	Qwest and CLEC will perform	Qwest and CLEC will perform		
Controlled	controlled production. The	controlled production. The		
Production	controlled production process is	controlled production process is		
(1 60	designed to validate the ability of	designed to validate the ability of		
(1 of 2	CLEC to transmit EDI data that	CLEC to transmit EDI data that		
Options)	completely meets X12 (or mutually	completely meets X12 (or mutually		
	agreed upon substitute) standards	agreed upon substitute) standards		
	definitions and complies with all	definitions and complies with all		
	Qwest business rules. Controlled	Qwest business rules. Controlled		
	production consists of the	production consists of the		
	controlled submission of actual	controlled submission of actual		
	CLEC production requests to the	CLEC production requests to the		
	Qwest production environment.	Qwest production environment.		
	Qwest treats these pre-order queries	Qwest treats these pre-order queries		
	and orders as production pre-order	and orders as production pre-order		
	and order transactions. Qwest and	and order transactions. Qwest and		
	CLEC use controlled production	CLEC use controlled production		
	results to determine operational	results to determine operational		
	readiness. Controlled production	readiness. Controlled production		
	requires the use of valid account	requires the use of valid account		
	and order data. All certification	and order data. All certification		
	orders are considered to be live	orders are considered to be live		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED			
Section#		LANGUAGE			
	orders and will be provisioned.	orders and will be provisioned.			
I	Controlled production is not	Controlled production is not			
	required for recertification, unless the Parties agree otherwise.	required for features or products			
	Recertification does not include	that the CLEC does not plan on			
l		ordering. Recertification does not			
Ì	new implementations such as new	include new implementations such			
	products and/or activity types.	as new products and/or activity			
		types.			
Issue 12-87	PROPOSAL #2:			Formanda di Himblimh	
188ue 12-67	FROFOSAL #2:	 		Formatted: Highlight	
Section	12.6.9.4 Controlled Production –		4	Formatted: Left	
12.6.9.4	Qwest and CLEC will perform			Formatted: Left	—
12.0.7.4	controlled production for new				
Controlled	implementations, such as new				
Production	products, and as otherwise mutually				
Troduction	agreed by the Parties. The				
(2 of 2	controlled production process is				
Options)	designed to validate the ability of				
options)	CLEC to transmit EDI data that				
	completely meets X12 (or mutually				
	agreed upon substitute) standards				
	definitions and complies with all				
	Qwest business rules. Controlled				
	production consists of the				
	controlled submission of actual				
	CLEC production requests to the				
	Qwest production environment.				
	Qwest treats these pre-order queries				
	and orders as production pre-order				
	and order transactions. Qwest and				

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	CLEC use controlled production			
	results to determine operational			
	readiness. Controlled production			
	requires the use of valid account			
	and order data. All certification			
	orders are considered to be live			
1	orders and will be provisioned.		(
21 07 A	<u> </u>			Formatted: Font: Bold
ssue 21 87A			*	Formatted: Tabs: Not at 1"
ntentionally Left Blank			`{	Formatted: Tabs: Not at 1"
RATES			{	Formatted: Font: 11 pt
FOR				Formatted: Font: 11 pt
SERVICES				
Issue 22-88	22.1.1 The rates in Exhibit A apply	22.1.1 The rates in Exhibit A apply	(Formatted: Centered
Section	to the services provided pursuant to	to the services by Qwest to CLEC		Formatted: Font: 11 pt
22.1.1	this Agreement.	provided pursuant to this	1111	Formatted: Left
Rates in		Agreement.	`,','	Formatted: Font: 11 pt
Exhibit A			`,`(Formatted: Left
Issue 22-88	▼Oregon Access Services Tariff	Qwest's Oregon Access Services	(Deleted: by Qwest to CLEC
(a)		Tariff	(2)	Deleted: Qwest's
Section			``.	Formatted: No underline, Font color: Auto
Exhibit A – Section 7.11				Formatted: No underline, Font color: Auto
Issue 22-89	22.4.1.3 Nothing in this Agreement	22.4.1.3 Intentionally Left Blank	4	Formatted: Left
Section	shall waive any right of either Party			
22.4.1.3	to request a cost proceeding at the			
	Commission to establish a			
Request for	Commission-approved rate to			

Rates review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product within 60 Days). Example of the later of (1) the Effective Date of the later of (2) Qwest will provise agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product information is confi	
Section 22.4.1.2 See Issue 2-3 above UN- APPROVED RATES Issue 22-90 Section 22.6.1 Section 23.6 Section 24.6 Section 25.6 Section 25.6 Section 25.6 Section 25.6 Section 25.6 Section 25.6 Section 26.6 Section 27.6 Section 27.6 Section 28.6 Section 29.6 Section 20.6 Section 20.6 Section 20.6 Section 20.6 Section 20.6 Section 21.6 Section 22.6.1 Section 25.6 Section	
22.4.1.2 See Issue 2-3 above UN- APPROVED RATES Issue 22-90 Section 22.6.1 Gommission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 21.1 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost below for related issues in 22.6.1.1, & Commission in a price/rate section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC cost based one that was previously offered with a charge for which a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a price/rate related issues in 22.6.1.1, & Commission in a TELRIC cost based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate and the cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless Interim Rate, CLEC may order, and offering the rate to CLEC, unless Interim Rate, CLEC may order, and offering the rate to CLEC, unless	
See Issue 2-3 above UN APPROVED RATES	
2-3 above UN- APPROVED RATES	
UN- APPROVED RATES Issue 22-90 22.6.1 Qwest shall obtain Commission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new See subparts (a) - (b) one that was previously offered without a price/rate has not been approved by the Commission in a TELRIC cost-based rate and submit that rate and related cost support to the Commission for related issues in Commission in a TELRIC cost based rate and submit that rate and related cost support to the Commission in a TELRIC cost based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of the later of (2) Qwest offering the rate to CLEC, unless rate and submit that rate and related to the Parties agree in writing upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and offering the rate to CLEC, unless offering the r	
APPROVED RATES Issue 22-90 22.6.1 Qwest shall obtain 22.6.1 Jf Qwest offers a Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost dearge. If Qwest offers a new Section 251 product or service or one that was previously offered without content with a charge for which a price/rate has not been approved by the Commission in a TELRIC cost based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of the later of (2) Qwest of the later of (1) the Effective Date of the later of (2) Qwest of the later of (3) Pays of the later of (4) the Effective Date of the later of (5) Pays of the later of (6) Days of the later of (1) the Effective Date of the later of (2) Qwest of the later of (3) Pays of the later of (4) Pays of the later of (5) Pays of the later of (6) Pays of the later of (
Issue 22-90 Issue 22-90 Section Section 22.6.1 Jf Qwest offers a Section Commission approval before Charging for a UNE or process that it previously offered without charge. If Qwest offers a new See subparts See subparts (a) - (g) below for related issues in Commission in a TELRIC Cost base of related issues in Commission in a TELRIC Cost base of the later of (1) the Effective Date of the later o	
Issue 22-90 Section Section 22.6.1 Qwest shall obtain Commission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 251 product or service for which a price/rate has not been approved by the Commission in a TELRIC Cost Docket ("Unapproved rate"), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the later of (1) the Effective Date of the later of (1) the Effe	
Section Section Section 22.6.1 See subparts (a) - (g) below for related issues in Commission in a TELRIC Cost below for related issues in Commission in a TELRIC Cost Cost Support to the Commission in a TELRIC Cost bocket ("Unapproved py the Commission in a TELRIC Cost Docket ("Unapproved rate"), Qwest offered without charge. If Qwest offered with a charge for which a price/rate has not been approved by the Commission for review within sixty (60) Days of the later of (1) the Effective Date of the later of (2) Qwest of the later of (1) the Effective Date of the later of (2) Qwest of the later of (1) the Effective Date of the l	P. To double Lafter Off
Section 22.6.1 22.6.2 Charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 251 product or service or one that was previously offered with a charge for which a price/rate has not been approved and "), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offer in the alter of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless offering the rate of CLEC, unless offeri	'
22.6.1 See subparts See subpar	
Charge. If Qwest offers a new Section 251 product or service or one that was previously offered below for related issues in Commission in a TELRIC Cost the later of (1) the Effective Date of the later of (2) Qwest of the negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and offering the rate to CLEC, unless of the negotiated rate of the control of the negotiated rate of the control of the negotiated rate of the nego	that it previously
See subparts (a) - (g) below for related issues in Commission in a TELRIC Cost 22.6.1.1, & Exhibit A Unapproved Rates Unapproved Rates Section 251 product or service or one that was previously offered with a charge for which a price/rate tand submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the later of (1) the Effective Date of the Parties agree in writing upon a negotiated rate and the commission does not establish an the later of (1) the Effective Date of the later of (2) Qwest of the later of (3) Days of the later of (4) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the later of (2) Qwest of the later of (3) Days of the later of (4) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the later of (3) Days of the later of (4) Days of the later of (4) Days of the later of (5) Days of the later of (6) Days of the later of (1) Days of the later of (arge.
(a) - (b) below for related issues in Commission in a TELRIC Cost Exhibit A Unapproved Rates One that was previously offered with a charge for which a price/rate has not been approved by the Commission in a TELRIC Cost below for related issues in Commission in a TELRIC Cost Docket ("Unapproved rate"), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate If the Parties do not agree upon a negotiated rate and the Commission does not establish an this Agreement, or (2) Qwest offering the rate to CLEC, unless the later of (1) the Effective Date of the later of (2) Qwest offering the rate to CLEC, unless the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Owest shall provision, such product Deleted: new Formatted: Left Formatted: Left Deleted: or one it offered with a charge this Agreement, or (2) Qwest offering the rate to CLEC, unless Deleted: or one it offered with a charge this Agreement, or (2) Qwest offering the rate to CLEC, unless Deleted: or one it offered with a charge this Agreement, or (2) Qwest offering the rate to CLEC, unless Deleted: or one it offered with a charge this Agreement, or (2) Qwest offering the rate to CLEC, unless Deleted: or one it offered with a charge the later of (1) the Effective Date of the later of (1) the Effective Date of the negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Owest shall provision, such product	t, Indent: Left: 0"
below for related issues in 22.6.1.1, & Docket ("Unapproved rate"), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of the Parties agree in writing upon a negotiated rate and the commission does not establish an this Agreement, or (2) Qwest within Sixty (60) Days of the later of (1) the Effective Date of the later of (1) the Effective Date of the later of (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and offering the rate to CLEC, unless offering the rate of (1) the Effective Date of the later of (1) the Effective Date of the later of (1) the Effective Date of the later of (1) the Commission for	
related issues in Commission in a TELRIC Cost 22.6.1.1, & Docket ("Unapproved rate"), Qwest shall develop a TELRIC cost-based rate and submit that rate and related Unapproved Rates R	t
in 22.6.1.1, & Docket ("Unapproved rate"), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate and the Commission does not establish an this Agreement, or (2) Qwest offering the rate to CLEC, unless o	that was previously
Exhibit A shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless Shall develop a TELRIC cost-based the Parties agree in writing upon a negotiated rate If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and offering the rate to CLEC, unless Offering the rate to CLEC, unless Offering the rate to CLEC may order, and Qwest shall provision, such product	
Trate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless Trate and submit that rate and related the Parties agree in writing upon a negotiated rate If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product The Parties agree in writing upon a negotiated rate and the cost support agree upon a negotiated rate and the visible protection of the negotiated rate and the cost support agree upon a negotiated rate and the negotiated rate and the cost support agree upon a negotiated rate and the neg	
Unapproved Rates Cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless Cost support to the Commission for agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product Cost support to the Commission for agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product Cost support to the Commission for agree upon a negotiated rate and the Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product	
Unapproved Rates Cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest of the rate to CLEC, unless Qwest shall provision, such product Cost support to the Commission for agree upon a negotiated rate of the nego	:-h Ot -h -11 611-
the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless Commission does not establish an Interim Rate CLEC may order, and offering the rate to CLEC, unless Commission does not establish an Interim Rate CLEC may order, and Qwest shall provision, such product Qwest shall provision, such product	e with the Commission
this Agreement, or (2) Qwest this Agreement, or (2) Qwest offering the rate to CLEC, unless Commission does not establish an related cost support an applicable protect information is confi	Except for negotiated
this Agreement, or (2) Qwest offering the rate to CLEC, unless Interim Rate CLEC may order, and Qwest shall provision, such product information is confi	
	ective agreement, if the
of service using such Qwest	icica by the
negotiated rate (in which case proposed rate until the Commission peleted: for a new	ew product or service or
Qwest shall file the negotiated rate orders a rate. In such cases, the one that was previous	ously offered under an Unapproved Rate,

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED		
Section# ²	LANGUAGE ³	LANGUAGE		
	with the Commission within 60	Qwest proposed rate (including		
	Days). Except for negotiated rates,	during the aforementioned sixty		
	Qwest will provide a copy of the	(60) Day period) shall be an Interim		
	related cost support to CLEC	Rate under this Agreement.		
	(subject to an applicable protective			
	agreement, if the information is	22.6.1.1 If the Parties do not agree		Deleted: For a UNE or process that
	confidential) upon request or as	on a negotiated rate, the		Qwest previously offered without charge, the rates in Exhibit A do not apply until
	otherwise ordered by the	Commission does not establish an		Qwest obtains Commission approval or
	Commission. If the Parties do not	Interim rate, and Qwest does not		the Parties agree to a negotiated rate.
	agree upon a negotiated rate and the	submit a proposed rate and related	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	Formatted: Left, Indent: Left: 0",
	Commission does not establish an	cost support to the Commission		Pattern: Clear
	Interim Rate for a new product or	within the time period described in		
	service or one that was previously	Section 22.6.1 the Unapproved		Deleted: for a new product or service or
	offered under Section 251 with an	rate(s) in Exhibit A do not apply.		one that was previously offered under Section 251 with an Unapproved Rate,
	Unapproved Rate, CLEC may	Qwest must provision the products		
	order, and Qwest shall provision,	and services pursuant to the terms		Deleted: such
	such product or service using such	of this Agreement, at no additional		
	Qwest proposed rate until the	charge, until Qwest submits the rate		
	Commission orders a rate. In such	and related cost support to the		
	cases, the Qwest proposed rate	Commission for approval.		
	(including during the			
	aforementioned sixty (60) Day			
	period) shall be an Interim Rate			
	under this Agreement.			
			_	
	22.6.1.1 For a UNE or process that			Formatted: Left, Indent: Left: 0",
	Qwest previously offered without			Pattern: Clear
	charge, the rates in Exhibit A do not			
	apply until Qwest obtains			
	Commission approval or the Parties			
	agree to a negotiated rate. If the			
	Parties do not agree on a negotiated			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
	rate, the Commission does not		
	establish an Interim rate, and Qwest		
	does not submit a proposed rate and		
	related cost support to the		
	Commission within the time period		
	described in Section 22.6.1 for a		
	new product or service or one that		
	was previously offered under		
	Section 251 with an Unapproved		
	Rate, the Unapproved rate(s) in		
_	Exhibit A do not apply. Qwest		
	must provision such products and	Delo	eted: the
	services pursuant to the terms of		
	this Agreement, at no additional		
	charge, until Qwest submits the rate		
	and related cost support to the		
	Commission for approval.		
	A	For	matted: Font: 11 pt, Bold
		Fori	matted: Left, Pattern: Clear
T 22 00	20/11/2	Fori	natted: Font: 11 pt
Issue 22-90	22.4.1.1 Rates reflected on Exhibit	22.4.1.1 Rates reflected on Exhibit	
(a)	A that have not been approved by	A that have not been approved by	
g .:	the Commission in a cost case and	the Commission in a cost case and	
Section	require Commission approval shall	require Commission approval shall	
22.4.1.1	be considered as interim rates	be considered as interim rates	
σ	("Interim Rates") by the Parties,	("Interim Rates") by the Parties,	
Cross	applicable only as described in	** * 	eted: only as described in Section
Reference	Section 22.6,	agreement of the Farties of by order	eted:
l		of the Commission,	
Issue 22-	8.1.1.2 Cable Augment Quote	of th	eted: until changed by agreement e Parties or by order of the mission

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
90(b)	Preparation Fee \$700.00		
Exhibit A			
Section			
8.1.1.2			
Collocation -			
Planning and			
Engineering			
Issue 22-	8.1.2.2 Cageless & Caged Standard		
90(c)	Shared, per Fiber \$4.14		
Exhibit A	8.1.2.3 Cross Connect, per Fiber		
Sections	\$3.66		
8.1.2.2;			
8.1.2.3 and	8.1.2.4 Express, per Cable		
8.1.2.4	\$21.49 Rec \$20279.08 NRC		
Collocation			
Entrance			
Facility, per			
Fiber Pair	0.1.5.4.C.D		
Issue 22-	8.1.5 AC Power Feed		
90(d)	9.1.5.1. Dealum A.C. Derver Food		
Exhibit A	8.1.5.1 Backup AC Power Feed, per Amp, per ;Month		
Sections Sections	per Amp, per , wontin		
8.1.5 and	8.1.5.1.1 120V		
subparts –	\$17.13		
Suopur S	8.1.5.1.2 20V, Single Phase		
AC Power	\$29.69		
Feed	8.1.5.1.3 208 V, Three Phase		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Section	\$51.37	LANGUAGE	
	8.1.5.1.4 240V, Single Phase		
	\$34.26		
	8.1.5.1.5 240V, Three Phase		
	\$59.27		
	8.1.5.1.6 480V, Three Phase		
	\$118.55		
Issue 22-	8.1.8 Collocation Terminations	Reference REC NRC	
	8.1.8 Collocation Terminations	Reference REC NRC	
90(e)	8.1.8.1 Shared Access	Drivete Line/Special Access to	
Exhibit A –	8.1.8.1.1 DS0	Private Line/Special Access to UDIT Conversion	
Section \$.1.8			
	8.1.8.1.1.1 Cable Placement, per 100 Pair Block	9.6.12 \$115.34	
and subparts		Daula Ellass Callina	
C-11	\$0.32 \$127.42	Dark Fiber Splice	
Collocation	8.1.8.1.1.3 Cable, per 100 Pair Block	9.7.6 \$683.74	
Terminations		Land Maria DCO 2 William Alicala	
	\$0.45 \$178.10	Loop Mux, DS0 2-Wire, Analog 9.23.6.2.1.1 First \$243.24	
	8.1.8.1.1.5 Blocks, per 100 Pair		
	Block	9.23.6.2.2.2 Each Addl \$158.74	
	\$0.78 \$310.50	I N DGO (W') 1	
Ī	8.1.8.1.1.7 Block Placement, per	Loop Mux DS0 4-Wire, Analog	
	100 Pair Block	9.23.6.3.1.1 First \$129.39	
	\$0.33 \$134.10	9.23.6.3.1.2 Each Addl \$84.44	
ļ	0.1.0.1.2. D.0.1	I M DOLL	
1	8.1.8.1.2 DS1	Loop Mux DS1 Loop	
	8.1.8.1.2.1 Cable Placement, per 28	9.23.6.4.1.1 First \$163.67	
	DS1s	9.23.6.4.1.2 Each Addl <u>\$119.83</u>	
	\$0.47 \$207.44 0.43 \$207.44	LLCD DGC	
	8.1.8.1.2.3 Cable, per 28 DS1s	LMC Rearrangement – DS0	
	\$0.44 \$192.80	9.23.6.8.1 \$137.50	
	8.1.8.1.2.5 Panel, per 28 DS1s		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	\$0.31 \$133.13	LMC Rearrangement – High	
•	8.1.8.1.2.7 Panel Placement, per 28	Capacity	
	DS1s	9.23.6.8.2 \$156.07	
	\$0.09 \$42.72		
1		EEL Rearrangement – DS0	
i	8.1.8.1.3 DS3	9.23.7.7.1 \$137.50	
	8.1.8.1.3.1 Cable Placement, per	<u> </u>	
	Termination	EEL Rearrangement – High	
	\$0.17 \$73.22	Capacity	
	8.1.8.1.3.2 Cable, per Termination	9.23.7.7.2 \$156.07	
	\$0.27 \$118.77	<u> </u>	
I	8.1.8.1.3.3 Connector, per	Poles, Ducts, ROWs-Transfer of	
i	Termination	Responsibility	
	\$0.28 \$121.51	10.7.10 \$131.73	
I	8.1.8.1.3.4 Connector Placement,	<u>\$151.75</u>	
i	per Termination		
	\$0.02 \$9.84		
I	ψ0.02 ψ7.04		
	8.1.8.1.4 Fiber Terminations		
	8.1.8.1.4.1 Terminations, per 12		
i	Fibers		
	\$12.39 \$1601.47		
I	8.1.8.1.4.2 Additional Connector, if		
i	Applicable		
	\$0.53 \$435.37		
I	8.1.8.1.4.3 Cable Racking, Shared		
1	per 12 Fibers		
	\$19.61		
	8.1.8.1.4.4 Cable Racking,		
l i	Dedicated		
	\$1.85 \$1516.92		
	<u>\$1.03</u> \$1310.92		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issue 22-	8.1.9.2 Card Access, per	
90(f)	Employee, per Central Office	
	\$6.20	
Exhibit A –		
Section		
8.1.9.2		
Security		
Charges –		
Card Access		
3.11.11.11.10.00		
Issue 22-	8.1.12 Space Availability Report	
90(g)	\$234.38	
> 0(8)	<u> </u>	
Exhibit A		
Section		
8.1.12 –		
Collocation		
Space		
Availability		
Report		
Issue 22-	9.1.14 C-llti C C	
	8.1.14 Collocation Space Option	
90(h)	Administration Fee	
F 133 4	<u>\$1029.40</u>	
Exhibit A		
Section		
8.1.14		
Collocation		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Space option	LANGUAGE	LANGUAGE	
Administration Fee			
ree			
Issue 22-90			
(i)			
Intentionally			
Left Blank	0.1.16 Initiat Innovations Wint Fra		
Issue 22- 90(j)	8.1.16 Joint Inventory Visit Fee, per Visit \$1610.12		
30()	per visit <u>\$1010.12</u>		
Exhibit A			
Section			
8.1.16			
Joint			
Inventory Visit Fee			
Visit ree			
Issue 22-	8.2.1.1 Quote Preparation Fee		
90(k)	\$2317.79		
E 132 A			
Exhibit A Section			
8.2.1.1			
Virtual			
Collocation			
Quote			
Preparation			
Fee			

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Issue 22-	8.3.1.1 Quote Preparation Fee		
90(1)	\$2317.79		
Exhibit A Sections 8.3.1.1;	8.4.1.1 Quote Preparation Fee \$2317.79		
8.4.1.1; 8.15.4.1 and 8.15.4.2	8.15.4.1 Cageless (uses rate from 8.3.1.1) \$2317.79		atted: Font: (Default) Times Roman, 11 pt
Collocation Quote Preparation Fee	8.15.4.2 Caged (uses rate from 8.4.1.1) \$2317.79		
Issue 22- 90(m) Sections 8.4.1.1; 8.4.2.4.1; 8.4.2.4.2; 8.4.2.4.3; 8.4.2.4.4; 8.15.1.2.2	8.4.2.4.1 Cage: Up to 100 Sq. Ft. \$\frac{\$41.60}{\$41.60}\$		
Exhibit A Section 8.4 and subparts			

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
- Caged Physical Collocation/ Collocation Available			
Inventory Issue 22-90(n)	8.6.1.2 FDI Terminations, per 25 Pair \$506.92		
Exhibit A Section 8.6.1.2; 8.6.1.3 1; 8.6.2.2!2; 8.6.2.2.3.1; 8.6.2.2.3.2	8.6.1.2.2 FDI Terminations, per 25 Pair (uses rates from 8.6.1.2) \$506.92		natted: Font: (Default) Times Roman, 11 pt
Remote Collocation			
Issue 22- 90(o) Exhibit A Section 8.7.2.1; 8.7.2.2 and 8.7.2.3	8.7.2.1 DS0, per foot \$0.148 8.7.2.2 DS1, per foot \$0.158 8.7.2.3 DS3, per foot \$0.135		
CLEC-CLEC			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Cable		
Racking		
Issue 22-	8.7.3.1 DS0, per 100 Connections	
90(p)	\$191.23	
Exhibit A	8.7.3.2 DS1, per 28 Connections	
Sections	<u>\$89.56</u>	
8.7.3.1;	8.7.3.3 DS3, per 1 Connection	
8.7.3.2 and	<u>\$6.11</u>	
8.7.3.3		
Virtual		
Connections		
Issue 22-90	8.7.4 Cable Hole, if Applicable	
(q)	<u>\$434.08</u>	
Section 8.7.4		
Cable Hole		
Issue 22-	8.8.1 Quote Preparation Fee	
90(r) Section	\$700.25	
8.8 and	8.8.3 DS1 Circuit, per Two Legs	
subparts	\$75.00	
ICD	8.8.4 DS3 Circuit, per Two Legs	
ICD F	<u>\$612.89</u>	
Collocation	0.100 700 0 1	
Issue 22-	8.12.2 FC Collocation Engineering	
90(s)	Fee, per Job	
E 133 A	<u>\$700.25</u>	
Exhibit A	9 12 4 EC Callagadian Eila	
Section 8.12	8.12.4 FC Collocation Fiber	
and subparts	Entrance Facility Charge, per	
Facility	Cable, minimum 12 Strands	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Connected	\$850.15	
(FC)		
Collocation		
Issue 22-	8.13.1.1 Quote Preparation Fee	
90(t)	\$411.00	
	8.13.1.2 Power Reduction: Less	
Exhibit A	Than 60 Amps	
Section 8.13	\$346.00	
and subparts	8.13.1.3 Power Reduction: Equal	
	to 60 Amps	
DC Power	<u>\$346.00</u>	
Reduction/	8.13.1.4 Power Reduction: Greater	
Power	Than 60 Amps	
Restoration	<u>\$587.00</u>	
	8.13.1.5 Power Off	
	<u>\$587.00</u>	
	8.13.1.6 Battery Distribution Fuse	
	Board (BDFB) Rent	
	\$37.00	
	8.13.2.1 Quote Preparation Fee	
	(QPF), per Office <u>\$411.00</u>	
	8.13.2.2.1.1 Less Than 60 Amps	
	\$346.00	
	8.13.2.2.1.2 Equal To 60 Amps	
	<u>\$346.00</u>	
	0.12.2.2.1.2.0	
	8.13.2.2.1.3 Greater Than 60 Amps	
	<u>\$587.00</u>	

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED
Section# ²	LANGUAGE ³	LANGUAGE
Issue 22-	8.15.2.1 Special Site Assessment	
90(u)	Fee	
	<u>\$597.56</u>	
Section	8.15.2.2 Network Systems	
8.15.2 and	Assessment Fee	
subparts	\$909.63	
	8.15.2.3 Site Survey Fee	
Special \$ites	\$150.00	
Issue 22-	8.16.1 Additional Labor Other –	
90(v)	Basic \$26.60	
a . b	8.16.2 Additional Labor Other –	
Section 8.16	Overtime_\$35.50	
and subparts	8.16.3 Additional Labor Other –	
G 11	Premium \$44.42	
Collocation Decommission	8.16.4 Additional Dispatch	
-ing	<u>\$57.70</u>	
Issue 22-	8.17.1 Set-Up Fee (price contains a	
90(w)	one hour set up fee)	
)) (,,,)	\$40.96	
Section	8.17.2 Test Time Fee, per Half	
8.17.1; 8 17.2	Hour	
	\$20.48	
Joint Testing		
Issue 22-	9.2.5.5.1.2 Mechanized <u>\$150.26</u>	
90(x)	9.2.5.5.2.2 Mechanized \$121.94	
Sections	9.2.6.5.1.2 Mechanized <u>\$150.26</u>	
9.2.5.5.1.2;	9.2.6.5.2.2 Mechanized \$121.94	
9.2.5.5.2.2;		

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
9.2.6.5.1.2;			
9.2.6.5.2.2			
Cooperative Testing			
Issue 22-	9.2.8 Private Line/Special Access		
90(y)	to Unbundled Loop Conversion \$16.72		
Exhibit A			
Section 9.2.8			
Private			
Line/Special			
Access to Unbundled			
Loop			
Conversion			
Issue 22-	9.3.3.1.1 Manual		
90(z)	Footnote <u>1</u> , 13		
Exhibit A	9.3.3.2 Mechanized		
Sections	Footnote <u>1</u>		
9.3.3.1.1;	0.2.2.2 Dispersal First		
9.3.3.2 9.3.3.3 and	9.3.3.3 Dispatch First 9.3.3.3.1 Manual \$43.48		
subparts;	Footnote C, 13		
9.3.3.4 and	9.3.3.3.2 Mechanized \$32.37		
subparts;	Footnote C		

Issue#/1	ESCHELON PROPOSED	QWEST PR	
Section# ²	LANGUAGE ³	LANGU	AGE
Subloop	9.3.3.4 Dispatch Each Additional		
dispatch /	9.3.3.4.1 Manual \$43.48		
FCP Set-up	Footnote C, 13		
	9.3.3.4.2 Mechanized \$32.37		
	Footnote C		
Issue 22-	9.6.11 UDIT Rearrangement		
90(aa)	9.6.11.1 DS0 Single Office		
	\$122.25		
Section	9.6.11.2 DS0 Dual Office		
9.6.11 and	\$127.98		
subparts;	9.6.11.3 High Capacity, Single		
9.6.12	Office		
	\$145.05		
UDITs &	9.6.11.4 High Capacity, Dual		
	Office		
Conversions	<u>\$151.17</u>		
	9.6.12 Private Line/Special Access		
	to UDIT Conversion		
	\$66.70		
'	9.23.6.5 Private Line/Special		
	Access to LMC Conversion		
	\$16.72		
'	9.23.7.6 Private Line/Special		
	Access to EEL Conversion \$16.72		
Issue 22-	9.7.1.1 Simple \$135.57		
90(ab)	9.7.1.2 Complex \$169.70		
Section 9.7	9.7.4.1.1 Order Charge, per First		
and subparts	Strand/Route/Order_\$373.22		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
Bection	9.7.4.1.2 Order Charge, Each	LANGUAGE	
Unbundled	Additional Strand/Route/Order		
Dark Fiber	\$187.08		
(UDF)	9.7.5.1.1 Order Charge, per First		
	Pair/Route/Order_\$373.22		
'	9.7.5.1.2 Order Charge, Each		
	Additional Pair/Route/Order		
	<u>\$187.08</u>		
	9.7.4.1.4 Termination, per		
	Strand/Office \$4.01		
	9.7.4.1.5 Fiber Cross-Connect, per		
	Strand \$1.84 \$11.65		
i	9.7.5.1.5 Fiber Cross-Connect, per		
	Pair \$3.55 \$11.65		
	9.7.6 Dark Fiber Splice \$565.67		
Issue 22-	9.20.1.1 Additional Engineering –		
90(ac)	Basic <u>\$30.91</u>		
	9.20.1.2 Additional Engineering –		
Exhibit A	Overtime <u>\$38.22</u>		
Section 9.20			
and subparts	9.20.2.1 Additional Labor		
) () () () () () () () () () (Installation – Overtime \$8.89		
Miscellaneous	9.20.2.2 Additional Labor		
Charges	Installation – Premium \$17.57		
	9.20.3.1 Additional Labor Other –		
	(Optional Testing) Basic_\$26.94		

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
	9.20.3.2 Additional Labor Other – (Optional Testing) Overtime \$35.98 9.20.3.3 Additional Labor Other – (Optional Testing) – Premium \$45.03		
	9.20.4.1 Testing and Maintenance - Basic \$28.62 9.20.4.2 Testing and Maintenance - Overtime \$35.72 9.20.4.3 Testing and Maintenance - Premium \$47.83		
	9.20.5.1 Maintenance of Service – Basic \$26.94 9.20.5.2 Maintenance of Service – Overtime \$35.98 9.20.5.3 Maintenance of Service – Premium \$45.03		
	9.20.6.1 Additional Cooperative Acceptance Testing – Basic <u>\$28.62</u> 9.20.6.2 Additional Cooperative Acceptance Testing – Overtime <u>\$35.72</u> 9.20.6.3 Additional Cooperative Acceptance Testing – Premium <u>\$47.83</u>		
	9.20.9 Additional Dispatch \$63.63		

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 22-90	9.23.7.1.1.1 First \$117.98		
(ad)	9.23.7.1.1.2 Each Additional		
`	\$86.40		
Section	400110		
9.23.7;	9.23.7.2.1.1 First_\$117.98		
9.23.7.11.1;	9.23.7.2.1.2 Each Additional		
9.23.7.11.1,	\$86.40		
	\$60.40		
and subparts	0.22.7.2.1.1 First \$140.02		
PPI	9.23.7.3.1.1 First \$140.02		
EELs	9.23.7.3.1.2 Each Additional		
	<u>\$103.65</u>		
i	0.00 - 1.1.1 - 0.1.0 - 0		
	9.23.7.4.1.1 First_\$148.53		
	9.23.7.4.1.2 Each Additional		
	<u>\$112.75</u>		
	9.23.7.11.1 DS0 Low Side		
	channelization <u>\$10.89</u>		
	9.23.7.11.2 DS1/DS0 Low side		
	Channelization \$7.09		
•			
	9.6.7.1 DS0 Low Side		
	Channelization \$10.89		
Į.	<u> </u>		
Issue 22-90	10.7.12 Innerduct Occupancy Fee,		
(ae)	per Linerar Foot, per Year \$0.3102		
(uc)	per 2.πεται 1 000, per 1 car <u>ψ0.5102</u>		
Exhibit A	10.7.12.1 Microduct Occupancy		
Sections	Fee, per Microduct, per Foot, per		
10.7.12;	Year \$0.2645		
	1 cai <u>\$0.2043</u>		
10.7.12.1			

Issue#/¹ Section#²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		
Innerduct/ Microduct Occupancy Fee					
Issue 24-91				4	Formatted: Font: Times New Roman
Intentionally		*			Formatted: Centered
Left Blank				`\	Formatted: Left, Space Before: 0
Issue 24-92		A	<u> </u>		pt, After: 0 pt
Intentionally				177-	Formatted: Font: Times New Roman
Left Blank				\`	Formatted: Left, Space Before: 0
Section				4, \	pt, After: 0 pt
24.3.2 – See Issue 9-58(e)				,',',',	Formatted: Normal, Tabs: 1.56", List tab
(Section				\	Formatted: Centered
9.23.4.4.3.1)					Formatted: Font: Italic
above					Formatted: Font: Italic
Section 24.4				*	
and subparts – See Issue 9-					Formatted: Centered
61 (Section			 		Formatted: Font: Italic
9.23.9) <i>above</i>					Formatted: Font: Italic
Exhibit A					
Section					
8.1.1.2 - <i>see</i>					
Issue 22-					
90(b) <i>above</i>					
Exhibit A					
Section					
8.1.2.2,					
8.1.2.3 and					

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
8.1.2.4 - see			
Issue 22-			
90(c) above			
Exhibit A			
Section 8.1.5			
and subparts			
see Issue 22-			
90 (d) above			
Exhibit A			
Section 8.1.8			
and subparts			
see Issue 22-			
90(e) <i>above</i>			
Exhibit A			
Section			
8.1.9.2 see			
Issue 22-			
90(f) above			
Exhibit A			
Section			
8.1.12 <i>see</i>			
Issue 22-			
90(g) <i>above</i>			
Exhibit A			
Section			
8.1.14 see			
Issue 22-			
90(h) <i>above</i>			
Exhibit A			
Section			
8.1.16 see			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Issue 22-			
90(j) above			
Exhibit A			
Section			
8.2.1.1 <i>see</i>			
Issue 22-			
90(k) <i>above</i>			
Exhibit A			
Section			
8.3.1.1;			
8.4.1.1;			
8.15.4.1;			
8.15.4.2 see			
Issue 22-			
90(1) <i>above</i>			
Exhibit A			
Section			
8.6.1.2;			
8.6.1.3.1;			
8.6.2.2.2;			
6.6.2.2.3.1;			
8.6.2.2.3.1			
see Issue 22-			
90(n) above			
Exhibit A			
Section			
8.7.2.1;			
8.7.2.2;			
8.7.2.3 see			
Issue 22-			
90(o) <i>above</i>)			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Exhibit A			
Sections			
8.7.3.1;			
8.7.3.2 and			
8.7.3.3 see			
Issue 22-90			
(p) above			
Exhibit A			
Section 8.7.4			
See Issue 22-			
90(q) above			
Exhibit A			
Section 8.8			
and subparts			
see Issue 22-			
90(r) above			
Exhibit A			
Section 8.12			
and subparts			
see Issue 22-			
90(s) <i>above</i>			
Exhibit A			
Section 8.13			
and subparts			
see Issue 22-			
90(t) above			
Exhibit A			
Section			
8.15.2 and			
subparts see			
Issue 22-			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
90(u) <i>above</i>			
Exhibit A			
Section 8.16			
and subparts			
see Issue 22-			
90(v) above			
Exhibit A			
Section			
8.17.1; 8.17.2			
see Issue 22-			
90(w)			
above			
Exhibit A			
Section			
9.2.5.5.1.2;			
9.2.5.5.2.2;			
9.2.6.5.1.2;			
9.2.6.5.2.2			
see Section			
22-90(x)			
above			
Exhibit A			
Section 9.2.8			
See Issue 22-			
90(y)			
above			
Exhibit A			
Section			
9.3.3.1.1;			
9.3.3.2;			
9.3.3.3 and			

Issue#/¹	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
subparts and			
9.3.3.4 and			
subparts see			
Issue 22-			
90(z) <i>above</i>			
Exhibit A			
Section 9.6.7;			
9.6.121 and			
subparts;			
9.6.12;			
9.23.6.5;			
9.23.7.6 See			
Issue 22-			
90(z) above			
Exhibit A			
Section 9.7			
and subparts			
see Issue 22-			
90(aa) above			
Exhibit A			
Section			
9.20.1			
through			
9.20.10 see			
Issue 22-90			
(ab) above			
Exhibit A			
Section			
9.20.11 see			
Issue 4-5(c)			
above			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Exhibit A			
Section			
9.20.12 see			
Issue 12-			
67(g) above			
Exhibit A			
Section			
9.23.7 see			
Issue 22-90			
(ac) above			
For Exhibit			
A, Section			
9.20.11 and			
subparts –			
see – Issue 4-			
5(c) above			
For Exhibit			
A, Section			
9.20.12 – <i>see</i>			
– Issue 12-67			
(g)			
For Exhibit			
A, Section			
9.23.7. and			
subparts –			
see – (Issue			
9-61 (c)			
(Sections			
9.23.9 [24.4.]			
of ICA)			
above			

Issue#/1	ESCHELON PROPOSED	QWEST PROPOSED	
Section# ²	LANGUAGE ³	LANGUAGE	
Exhibit A;			
Sections			
10.7.12;			
10.7.12.1 – see			
Issue 22-			
90(ad) above			
EXHIBIT C			
Exhibit C,			
2.0			
Rearrangeme			
nt – See Issue			
1-1 (Section			
1.7.2 of ICA)			
above			
Exhibit			
C,6.0- See			
Issue 9-61			
(Sections			
9.23.9 [24.4]			
of ICA)			
above			
Exhibit C,			
9.0 (LIS			
Trunking) –			
See Issue 1-1			
(Section			
1.7.2 of ICA)			
above			
EXHIBIT I			
Exhibit I –			
See Issue 1-1			

Issue#/1	ESCHELON PROPOSED		QWEST PROPOSED		
Section# ²	LANGUAGE ³		LANGUAGE		
(Section					
1.7.2 of ICA)					
above					
EXHIBITS					
N & O					
Exhibits N &					
O – See Issue					
1-1 (Section					
1.7.2 of ICA)					
above					
		·	·	Forn	natted: Font color: Black

Page 10: [1] Deleted Eschelon Proposal 4/24/2007 8:56:00 PM

Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, if any. If a Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission's regularly established rules that the Commission establish a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order

Page 10: [2] Deleted Eschelon Proposal 4/24/2007 8:56:00 PM

shall be implemented and applied on a prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as "effective immediately" or a specific date),

Page 48: [3] Deleted Eschelon Proposal 2/28/2007 12:19:00 PM

- 1.7.3 If Qwest desires to phase out or otherwise cease offering on a wholesale basis (without first individually amending every interconnection agreement containing that term and updating the SGAT) an Interconnection service, access to Unbundled Network Elements (UNEs), Ancillary Services or Telecommunications Services available for resale, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. For example, if a product is generally available per the terms of the SGAT and is contained in the ICAs of other CLECs (but not CLEC), before refusing to make that product available to CLEC on the same terms on the basis that Qwest intends to cease offering the product (such as due to lack of demand), Qwest must either (1) amend the ICAs of those other CLECs and update the SGAT to remove the product; or (2) obtain Commission approval to cease offering the product on a wholesale basis. This provision is intended to help facilitate nondiscrimination by ensuring that Qwest cannot refuse to offer a product on the same terms to CLEC while that product is still contained in the ICAs of other CLECs or in the SGAT.
 - 1.7.3.1 If the basis for Qwest's request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3.
 - 1.7.3.2 This Section 1.7.3 is not intended to change the scope of any regulatory agency's authority with regard to Qwest or CLECs.
 - 1.7.3.3 This Section 1.7.3 relates to the cessation of a product or service offering on a wholesale basis as described in Section 1.7.3 (referred to as a "phase out" or as "cease offering"). Nothing in this Section 1.7.3 prevents another CLEC and Qwest from mutually agreeing to remove a product from an individual ICA to which CLEC is not a party.
 - 1.7.3.4 Before Qwest submits a request to phase out or cease offering a product or service (as those terms are used in this Section 1.7.3) pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest must continue to offer the product or service, unless the Commission orders otherwise.
 - 1.7.3.4.1 If the Commission orders that Qwest need not offer the product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any

CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.

1.7.3.5 If the Commission approves the phase out or other cessation of a product or service offering that is contained in this Agreement, the product or service will no longer be available per the terms of the Commission's order without the need for an amendment to this Agreement, unless the Commission orders otherwise or the Parties agree to amend this Agreement. Qwest will amend its SGAT consistent with the Commission's ruling, unless the Commission orders otherwise.

Page 48: [4] Deleted Eschelon Proposal 2/28/2007 12:18:00 PM

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.

Page 53: [5] Deleted Eschelon Proposal 2/28/2007 12:21:00 PM

Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.

9.9.1 Description

9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.

9.9.2 Terms and Conditions

- 9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS Port is connected to the Demarcation Point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 Port functionality, CLEC will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.
- 9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.
- 9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's End User Customers.
- 9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.

9.9.3 Rate Elements

- 9.9.3.1 Recurring rate elements include:
- 9.9.3.1.1 DS1 Port;
- 9.9.3.1.2 DS3 Port;
- 9.9.3.1.3 Dial Up Access; and
- 9.9.3.1.4 Attendant Access.

- 9.9.3.2 Nonrecurring rate elements include:
- 9.9.3.2.1 DS1 Port:
- 9.9.3.2.2 DS3 Port; and
- 9.9.3.2.3 Virtual Ports.

9.9.4 Ordering Process

- 9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs UDIT Section. UCCRE is ordered via the ASR process.
- 9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.

Page 53: [6] Deleted Eschelon Proposal 2/28/2007 12:21:00 PM

- 1.7.3 If Qwest desires to phase out or otherwise cease offering a product, service, element, or functionality on a wholesale basis that it has previously made available pursuant to Section 251 of the Act, Qwest must first obtain an order from the Commission adopting a process for doing so. Once that process in place, Qwest may use that process as ordered by the Commission.
- 1.7.3.1 Unless and until a process is approved by the Commission as described in Section 1.7.3, Qwest must continue to offer such products, services, elements, or functionalities on a nondiscriminatory basis, such that Qwest may not refuse to make an offering available to CLEC on the same terms as it is available to other CLECs through their ICAs or the SGAT on the grounds that Qwest, although it has not yet amended those agreements, indicates that it intends to cease offering that product (such as due to lack of demand). If the Commission does not adopt a process as described in Section 1.7.3 or Qwest chooses not to use that process, Qwest may cease a wholesale offering by promptly amending all ICAs containing that offering to remove it.

Page 65: [7] Deleted Eschelon Proposal 5/15/2006 2:40:00 PM

- 9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:
- 9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification ("circuit ID") for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;
- 9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);
- 9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and
- 9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.

<u>TESTIMONY MAP -</u> <u>ISSUES BY SUBJECT MATTER – OREGON</u>

Prepared by Eschelon ("E"), with Qwest ("Q") Evidence provided by Qwest October 5, 2007

Contractual Certainty v. Change Management Process ("CMP")

Note: The Qwest "CMP Document" is both Eschelon/53 and Qwest/2.

ESCHELON EVIDENCE

E – Petition for Arbitration, pp. 13-26

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 9-96

E – Starkey Rebuttal (Eschelon/123), pp. 3-54

E – Starkey Surrebuttal (Eschelon/132), pp. 2-56

Pre-filed Exhibits:

Eschelon/5, 7, 44-45, 47, 53-59, 65-85, 87-92, 110, 115, 118, 124, 130, 142-145; see also Eschelon/29 at ¶21

Transcript Pages:

Eschelon/6 [MN Tr., Vol. 1, Vol. 1, p. 15, lines 10-16 & p. 58, lines 1-11 (Albersheim) & Vol. III, p. 57, line 5 – p. 58, line 4 (Stewart)]

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 4-25

Q – Albersheim Rebuttal (Qwest/18), pp. 3-22

Q – Albersheim Surrebuttal (Qwest/40), pp. 4-15

Pre-filed Exhibits:

Qwest/2

Transcript Pages: pp. 11:25 - 14:2 (Albersheim – Cross); pp. 66:20 – 72:13 (Albersheim – Redirect)

Other Exhibit (not pre-filed): None

1. INTERVAL CHANGES AND PLACEMENT¹ – ISSUE 1-1 and (a)-(e)

<u>Issue 1-1 (2 options- Two Eschelon Proposals and one Qwest Proposal for same issue): Changes to Intervals -- Section 1.7.2 and Exhibits N and O</u>

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 26-27

E - Proposed Language: ²

Issues Matrix, pp. 1-2 (proposal #1) & pp. 2-3 (proposal #2)

ICA, pp. 2-3 & ICA Exhibits N and O [Exhibits 5(N) and 5(O) to Eschelon's Petition – "Interval Adoption Letter" & "Interval Interim Adoption Letter"]

Eschelon 1/Starkey 98-99

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 96-99, 103

E – Starkey Rebuttal (Eschelon/123), pp. 1, 9, 11-12, 20, 54-55, 61, 66, 148

E – Starkey Surrebuttal (Eschelon/132), p. 56

Pre-filed Exhibits:

Exhibits N and O [Exhibits 5(N) and 5(O) to Eschelon's Petition]; Eschelon/128; see also Eschelon/29 at $\P21-22$

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 2-3

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26-35

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Owest/24, 25

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim – Redirect)

Other Exhibit (not pre-filed): None

¹ Excludes Length of Intervals for Commingled Arrangements and Intervals for Loop-Mux combinations. See Issue 9-61.

² Proposed language is found in the Joint Disputed Issues Matrix ("Issues Matrix"), an updated copy of which was filed today along with this Testimony Map. Qwest's proposed language begins on the same page as Eschelon's proposed language begins for each issue, so the pages of the Issues Matrix are not repeated under "Qwest Evidence."

Issue 1-1 (a): Interconnection trunks -- Section 7.4.7

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 26-27

E - Proposed Language:

Issues Matrix, p. 3

ICA, p. 110 & ICA Exhibit C (Exhibit 5(C) to Eschelon's Petition – "Service Interval Tables") pp. 6-9

Eschelon/1, Starkey/100

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 99, 101, 109, 113

E – Starkey Rebuttal (Eschelon/123), p. 55

E – Starkey Surrebuttal (Eschelon/132), p. 56

Pre-filed Exhibits:

Exhibit 5(C) to Eschelon's Petition; Eschelon/128; see also Eschelon/29 at ¶¶21-22

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p.110

Qwest/1, Albersheim/29-30

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26, 32-35

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Qwest/2

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim –

Redirect)

Other Exhibit (not pre-filed): None

Issue 1-1 (b): UDIT Rearrangements -- Exhibit C, Group 2.0

ESCHELON EVIDENCE

E – *Petition for Arbitration* – pp. 26-27

E - Proposed Language:

Issues Matrix, p. 3

ICA Exhibit C (Exhibit 5(C) to Eschelon's Petition – "Service Interval Tables") p. 3

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 96-98; 99-102; 109-110; 111-115

E – Starkey Rebuttal (Eschelon/123), pp. 54-66

E – Starkey Surrebuttal (Eschelon/132), pp. 56-63

Pre-filed Exhibits:

Exhibit 5(C) to Eschelon's Petition; Eschelon/128; see also Eschelon/29 at ¶¶21-22

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit C

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26, 30, 32-35

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Qwest/24, 25

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim – Redirect)

Other Exhibit (not pre-filed): None

Issue 1-1 (c): LIS Trunking -- Exhibit C, Group 9.0

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 26-27

E - Proposed Language:

Issues Matrix, p. 3-4

ICA Exhibit C (Exhibit 5(C) to Eschelon's Petition – "Service Interval Tables") pp. 6-9

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 96-98; 99-102; 109-110; 111-115

E – Starkey Rebuttal (Eschelon/123), pp. 54-66

E – Starkey Surrebuttal (Eschelon/132), pp. 56-63

Pre-filed Exhibits:

Exhibit 5(C) to Eschelon's Petition; Eschelon/128; see also Eschelon/29 at ¶¶21-22

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit C

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26, 30-35

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Qwest/24, 25

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim –

Redirect)

Other Exhibit (not pre-filed): None

Issue 1-1 (d): ICB Provisioning Intervals -- Exhibit I, Section 3

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 26-27

E - Proposed Language:

Issues Matrix, pp. 4-5

ICA Exhibit I (Exhibit 5(I) to Eschelon's Petition – "Individual Case Basis")

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp.99-102; 110-115

E – Starkey Rebuttal (Eschelon/123), pp. 54-66

E – Starkey Surrebuttal (Eschelon/132), pp. 56-63

Pre-filed Exhibits: ICA Exhibit I (Exhibit 5(I) to Eschelon's Petition – "Individual Case Basis")

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit I, Section 3

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26, 31-35

O – Albersheim Rebuttal (Owest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Owest/24-25

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim – Redirect)

Other Exhibit (not pre-filed): None

Issue 1-1 (e): Intervals for Loop-Mux Combination (LMC) -- Section 9.23.9.4.3 (Eschelon)/Section 24.4.4.3(Qwest), 1st provision/sentence only

The section numbers differ, because Eschelon proposes placement in Section 9 (UNEs) and Qwest proposes placement in Section 24 (Commingling). [Regarding placement of LMC, and for the open issue in the remainder of this paragraph, *see* Issue 9-61.]

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 26-27 E - Proposed Language: Issues Matrix, p. 5 ICA pp. 315-316

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 99; 101-102; 109

E – Starkey Rebuttal (Eschelon/123), pp. 55-56

E – Starkey Surrebuttal (Eschelon/132), p. 56

Pre-filed Exhibits:

Eschelon/53, Johnson/40, § 1.0 & 5.4.3

Exhibit ICA Exhibit L (Exhibit 5(L) "Advice Adoption Letter" and ICA Exhibit M (Exhibit 5(M) "Interim Advice Adoption Letter" to Eschelon's Petition.

Eschelon/29, Denney/6-7 (Minnesota Arbitrators' Report, OAH 3-2500-17369-2/MPUC No. P-5340,421/IC-06-768, ¶ 21-22).

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA p.525

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 26, 32-35

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 24-26

Q – Albersheim Surrebuttal (Qwest/40), pp. 16-18

Pre-filed Exhibits:

Owest/24-25

Transcript Pages: pp. 14:3 – 19:10 (Albersheim – Cross); pp. 69:3 – 71:12 (Albersheim – Redirect)

2. RATE APPLICATION – ISSUE 2-3

Issue 2-3: Application of Rates in Exhibit A -- Section 2.2 (1 of 2 issues); *see also* Section 22 (1 of 2 Options) and

3. EFFECTIVE DATE OF LEGALLY BINDING CHANGES – ISSUE 2-4

Issue 2-4: Effective Date of Legally Binding Changes -- Section 2.2 (2 of 2 issues) (1 of 2 Options) and (2 of 2 options – Proposal #2 is for entire section 2.2, and has a related component in 22.4.1.2)

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 29-31 E - Proposed Language: Issues Matrix, pp. 5-14 ICA pp.8-9

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 9-27

E – Denney Rebuttal (Eschelon/125), pp. 2-11

E – Denney Surrebuttal (Eschelon/133), pp. 3-12

Pre-filed Exhibits:

Eschelon/43, Johnson/14-15; see also Eschelon/46, Johnson/1.

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE ISSUE 2-3

Q – Proposed Language:

ICA pp.

Testimony, p. 7-9, 512

Pre-Filed Testimony:

Q –Easton Direct (Qwest/13), pp. 3-6

Q – Easton Rebuttal (Qwest/33), pp. 2-4

Q – Easton Surrebuttal (Qwest/42), pp. 2-4

Pre-filed Exhibits:

Qwest/24-25

Transcript Pages:

Other Exhibit (not pre-filed): None

OWEST EVIDENCE ISSUE 2-4

Q – *Proposed Language*:

ICA pp. 7-9, 512

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 7-9

Q – Easton Rebuttal (Qwest/33), pp. 4-9

Q – Easton Surrebuttal (Qwest/42), pp. 4-6

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

4. DESIGN CHANGES – ISSUE 4-5 and (a)-(c)

Issue 4-5: Design Changes for Loops – Section 9.2.3.8 **ESCHELON EVIDENCE**

E-Petition for Arbitration - pp. 32-38

E - Proposed Language:

Issues Matrix, pp. 15

ICA p. 246

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 27-68

E – Denney Rebuttal (Eschelon/125), pp. 11-16

E – Denney Surrebuttal (Eschelon/133), pp. 13-36

Pre-filed Exhibits:

Eschelon/11, page 3

Eschelon/10

Transcript Pages:

OR Transcript, p. 0208, line 21 – p. 0211, line 4 (Denney Direct)

OR Transcript p. 0211, line 7 – p. 0282, line 15 (Denney Cross)

OR Transcript, p. 0257, line 4 - p. 0262, line 21 (Denney Cross)

OR Transcript, p. 0283, line 1 – p. 0283, line 22 (Denney Redirect)

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 246

Pre-Filed Testimony:

Q –Million Direct (Qwest/16), pp. 2-7; Stewart Direct (Qwest/14), pp. 2-7

Q – Million Rebuttal (Qwest/39), pp. 1-2, 17-21; Stewart Rebuttal (Qwest/37), pp. 1-3

Q – Million Surrebuttal (Qwest/44), pp. 6-14; Stewart Surrebuttal (Qwest/43), pp. 1-2 *Pre-filed Exhibits*:

None

Transcript Pages: pp. 85:16 – 90:19 (Million – Cross); pp. 91:4 – 93:3 (Million – Redirect); pp. 257:4 – 262:21 (Denney – Cross)

Other Exhibit (not pre-filed): None

Issue 4-5 (a): CFA Change – Section 9.2.3.9 ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 32-38 E - Proposed Language: Issues Matrix, pp 15 ICA pp. 246

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 27-68

E – Denney Rebuttal (Eschelon/125), pp. 11-14; 16-23

E – Denney Surrebuttal (Eschelon/133), pp. 13-36

Pre-filed Exhibits:

Eschelon/27

.

Transcript Pages:

OR – See 4-5

Colorado Direct Testimony of Karen Stewart (Docket 06B-497T, 12/15/06), p. 8. *See id.*, p. 7.

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 246

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-7; Stewart Direct (Qwest/14), pp. 2-7
- Q Million Rebuttal (Qwest/39), pp.1-2, 17-21; Stewart Rebuttal (Qwest/37), pp. 1-7
- Q Million Surrebuttal (Qwest/44), pp. 6-14; Stewart Surrebuttal (Qwest/43), pp. 1-6 *Pre-filed Exhibits*:

None

Transcript Pages: 85:16 – 90:19 (Million – Cross); pp. 91:4 – 93:3 (Million – Redirect); p. 143:1 – 143:25 (Stewart – Judge Petrillo); pp. 257:4 – 262:21 (Denney – Cross) Other Exhibit (not pre-filed): None

Issue 4-5(b): Intentionally Left Blank (Formerly Design Changes for UDITs) *Pre-filed Exhibits*:

Eschelon/45 "Closed Language and Associated CMP Activity, if Any Matrix"

Issue 4-5(c): Design Change Charge – Exhibit A, Section 9.20.11 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 32-38

E - Proposed Language:

Issues Matrix, pp. 16

Oregon Exhibit A, lines 917-920

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 27-68; pp. 255-256; pp. 264-284

E – Denney Rebuttal (Eschelon/125), pp. 11-14; p.17; pp.23-33;

E – Denney Surrebuttal (Eschelon/133), pp. 13-36

Pre-filed Exhibits:

Eschelon/23

Eschelon/65, Eschelon/66 and Eschelon/67

Eschelon/10

Eschelon/25.

Johnson/5, footnote 9

Eschelon/28 (Denney).

Eschelon/27 (Denney).

Eschelon/10 (Denney). See also Eschelon/1, Starkey/60-64.

Transcript Pages:

OR – See 4-5

Minnesota Hearing Transcript, V. 4, p. 204, line 22.

Minnesota Hearing Transcript, V. 4, p. 207.

Minnesota Hearing Transcript, V. 4, p. 206, lines 18-21.

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-7; Stewart Direct (Qwest/14), pp. 2-13
- Q Million Rebuttal (Qwest/39), pp.1-2, 17-21; Stewart Rebuttal (Qwest/37), pp. 1-3, 7-10
- Q Million Surrebuttal (Qwest/44), pp. 6-14; Stewart Surrebuttal (Qwest/43), pp. 1-2, 7-9

Pre-filed Exhibits:

Qwest/17, p.1; Qwest/45, 46, 47, 48

Transcript Pages: 85:16 – 90:19 (Million – Cross); pp. 91:4 – 93:3 (Million – Redirect); pp. 257:4 – 262:21 (Denney – Cross)

Other Exhibit (not pre-filed): None

<u>5. DISCONTINUATION OF ORDER PROCESSING AND DISCONNECTION – ISSUES 5-6 and 5-7 and subpart</u>

Issue 5-6 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Discontinuation of Order Processing for failure to make payment - Section 5.4.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 35-36

E - Proposed Language:

Issues Matrix, pp. 17-18

ICA pp. 40-41

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 61-83; pp. 93-96; pp. 99-100; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-44; p. 49; pp. 52-57

E – Denney Surrebuttal (Eschelon/133), pp. 37-50

Pre-filed Exhibits:

Eschelon/12 – (Confidential)

Eschelon/13 – (Confidential)

Eschelon/14

Eschelon/15 – (Confidential)

Eschelon/16 – (Confidential)

Eschelon/17 – (Confidential)

Eschelon/18

Eschelon/19

Eschelon/20

Eschelon/21 – (Confidential)

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 40

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-16

Q – Easton Rebuttal (Qwest/33), pp. 10-16

Q – Easton Surrebuttal (Qwest/42), pp. 6-11

Pre-filed Exhibits:

Owest/34, 35

Transcript Pages:

Issue 5-7: Commission approval prior to disconnection (cross reference) – Section 5.4.3

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 36-38 *E - Proposed Language*:

Issues Matrix, pp. 19-21

ICA pp. 41-42

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 61-83; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-44

E – Denney Surrebuttal (Eschelon/133), pp. 37-50

Pre-filed Exhibits: See 5-6

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 41-42

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 17-19

Q – Easton Rebuttal (Qwest/33), pp. 10-16

Q – Easton Surrebuttal (Qwest/42), pp. 6-8

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 5-7(a): Commission approval prior to disconnection – Section 5.13.1 ESCHELON EVIDENCE

E – Petition for Arbitration – p. 38

E - Proposed Language:

Issues Matrix, pp. 21-22

ICA pp. 57-58

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 61-83; pp. 90-92; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-44

E – Denney Surrebuttal (Eschelon/133), pp. 37-50

Pre-filed Exhibits: See 5-6

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 57-58

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 20-21

Q – Easton Rebuttal (Qwest/33), pp. 10-16

Q – Easton Surrebuttal (Qwest/42), pp. 6-8

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

6. DEPOSITS – ISSUES 5-8, 5-9, 5-11 and 5-12

Issue 5-8: De Minimus Amount – Section 5.4.5 (1 of 3 sub-issues in 5.4.5; same language for this issue appears in the first two of Eschelon's proposals for 5.4.5)

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 38-40 E - Proposed Language: Issues Matrix, pp. 22-24 ICA pp. 42-43

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 83-96; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-37; 44-46

E – Denney Surrebuttal (Eschelon/133), pp. 37-43; 50-56

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 42-44

Pre-Filed Testimony:

- Q Easton Direct (Qwest/13), pp. 10-11, 22-24
- Q Easton Rebuttal (Qwest/33), pp. 10-11, 16-25
- Q Easton Surrebuttal (Qwest/42), pp. 6-8, 12

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 5-9 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Definition of Repeatedly Delinquent – Section 5.4.5 (2 of 3 sub-issues in 5.4.5)

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 38-40

E - Proposed Language:

Issues Matrix, p. 25-26

ICA pp. 43

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 83-96; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-37; 46-48

E – DenneySurrebuttal (Eschelon/133), pp. 37-43; 50-56

Pre-filed Exhibits:

Eschelon/22

Transcript Pages:

Eschelon/6 [MN Transcript, Vol. 1 at p. 150, lines 1-13 (testimony of William Easton)].

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 42-44

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 22, 25-26

Q – Easton Rebuttal (Qwest/33), pp. 10-11, 25-26

Q – Easton Surrebuttal (Qwest/42), pp. 6-8, 13-14

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 5-11: Disputes Before Commission – Section 5.4.5 (3 of 3 sub-issues in 5.4.5; same language in first two of Eschelon's proposals)

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 38-40 E - Proposed Language: Issues Matrix, pp. 26 ICA pp. 43-44

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 83-96; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-37; 49

E – Denney Surrebuttal (Eschelon/133), pp. 37-43; 50-56

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 42-44

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 22, 27

Q – Easton Rebuttal (Qwest/33), pp. 10-11, 26

Q – Easton Surrebuttal (Qwest/42), pp. 6-8, 14-15

Pre-filed Exhibits:

Owest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 5-12 (*Alternative* Approach to Deposits): Commission Determines Right to Deposit based on Relevant Circumstances –Section 5.4.5 (all)

Eschelon offers the language shown in Issue 5-12 (Eschelon's Proposal #3) as an alternative to the other two Eschelon versions of 5.4.5. If this provision (Proposal #3) were adopted, there would be no de minimus or repeatedly delinquent language. This entire paragraph, if adopted, would replace all other Eschelon proposals for all of Section 5.4.5. Qwest's counter is the same for all proposals.

ESCHELON EVIDENCE

E – Petition for Arbitration – p. 40 E - Proposed Language: Issues Matrix, pp. 26-28 ICA p. 44

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 83-96; p. 102

E – Denney Rebuttal (Eschelon/125), pp. 34-44; 49-52

E – DenneySurrebuttal (Eschelon/133), pp.37-43; 50-56

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 44

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 22, 28-29

Q – Easton Rebuttal (Qwest/33), pp. 10-11, 26

Q – Easton Surrebuttal (Qwest/42), pp. 6-8, 15-16

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

7. REVIEW OF CREDIT STANDING – ISSUE 5-13

Issue 5-13 (2 options - Two Eschelon Proposals and one Qwest Proposal for same issue): Review of Credit Standing – Section 5.4.7

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 40-42 *E - Proposed Language*:

Issues Matrix, pp. 29-30

ICA p. 45

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 97-102

E – Denney Rebuttal (Eschelon/125), pp.34-44; 52-57

E – Denney Surrebuttal (Eschelon/133), pp. 37-43; 56-61

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 45

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 30-32

Q – Easton Rebuttal (Qwest/33), pp. 10-11, 26-29

Q – Easton Surrebuttal (Qwest/42), pp. 6-8, 16-18

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

8. COPY OF NON-DISCLOSURE AGREEMENT – ISSUE 5-16

Issue 5-16: Non-disclosure Agreement -- Section 5.16.9.1

ESCHELON EVIDENCE

E – Petition for Arbitration – p. 42

E - Proposed Language:

Issues Matrix, pp. 30-31

ICA pp. 60-61

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 102-106

E – Denney Rebuttal (Eschelon/125), pp. 57-60

E – Denney Surrebuttal (Eschelon/133), pp. 61-62

Pre-filed Exhibits: None

Transcript Pages:

Eschelon/6 [MN Transcript, Vol. 1 at 126-127 (testimony of William Easton)]. Eschelon/124 (CO Hearing Transcript at Vol. 2, pp. 276-279).

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 60-61

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 10-11, 33-35

Q – Easton Rebuttal (Qwest/33), pp. 10-11, 29-30

Q – Easton Surrebuttal (Qwest/42), pp. 6-8, 19-21

Pre-filed Exhibits:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

9. TRANSIT RECORD CHARGE AND BILL VALIDATION – ISSUES 7-18 and 7-19

Issue 7-18: Application of Transit Record Charge -- Section 7.6.3.1

ESCHELON EVIDENCE

E – Petition for Arbitration – p. 43 E - Proposed Language: Issues Matrix, pp. 32 ICA p. 112

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp 106-110.

E – Denney Rebuttal (Eschelon/125), pp. 60-62

E – Denney Surrebuttal (Eschelon/133), pp. 62-64

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 112

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 36-37

Q – Easton Rebuttal (Qwest/33), pp. 31-33

Q – Easton Surrebuttal (Qwest/42), pp. 21-23

Pre-filed Exhibits:

Qwest/36

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 7-19: Transit Record Bill Validation Detail -- Section 7.6.4 **ESCHELON EVIDENCE**

E-Petition for Arbitration - p. 43

E - Proposed Language:

Issues Matrix, pp. 32-33

ICA p. 112

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp 106-110.

E – Denney Rebuttal (Eschelon/125), pp. 60-62

E – Denney Surrebuttal (Eschelon/133), pp. 62-64

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 112

Pre-Filed Testimony:

Q – Easton Direct (Qwest/18), pp. 38

Q – Easton Rebuttal (Qwest/33), pp. 31-33

Q – Easton Surrebuttal (Qwest/42), pp. 21-23

Pre-filed Exhibits:

Qwest/36

Transcript Pages:

Other Exhibit (not pre-filed): None

10. INTENTIONALLY LEFT BLANK (FORMERLY COLLOCATION AVAILABLE INVENTORY – ISSUES 8-20 and (a))

11. INTENTIONALLY LEFT BLANK (POWER – ISSUES 8-21 and (a) – (f), 8-22, 8-23)

12. INTENTIONALLY LEFT BLANK (FORMERLY NEBS STANDARDS – ISSUE 8-24)

13. INTENTIONALLY LEFT BLANK

14. NONDISCRIMINATORY ACCESS TO UNES – ISSUE 9-31

Issue 9-31: Nondiscriminatory Access to UNEs – Section 9.1.2 (Two Eschelon proposals and one Qwest proposal for the same issue)

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 49-52 E - Proposed Language: Issues Matrix, pp. 35-37 ICA pp. 200-201

Pre-Filed Testimony:

E –Starkey Direct (Eschelon/1), pp. 143-158

E – Starkey Rebuttal (Eschelon/123), pp. 86-108

E – Starkey Surrebuttal (Eschelon/132), pp. 94-112

Pre-filed Exhibits:

Eschelon/29, MN Arbitrators' Report, ¶¶130-132

Eschelon/27

Eschelon/30

Eschelon/28, Denney/14, at Exhibit A, § 9.20.11

Eschelon/93, Johnson/8; Johnson/4, footnote 9

Eschelon/129

Eschelon/23, Denney/57-59

Eschelon/32, Denney/1

Eschelon/ 29, 33, 41 and 93 through 109

Eschelon/138

Transcript Pages:

OR Transcript p. 0157, line 6 – p. 0158, line 24 (Starkey Direct)

OR Transcript p. 0159, line 6 – p. 0167, line 15. (Starkey Cross)

OR Transcript p. 0185, line 14 – p. 0186, line 3 (Starkey Redirect)

Eschelon/7 AZ Transcript Vol. II (March 20, 2007), p. 199, line 25 – p. 200, line 5 (Stewart).

Eschelon/124, CO Transcript Vol. I (April 17, 2007) (Stewart).

Eschelon/7 AZ Transcript Vol. II (March 20, 2007), p. 199, lines 14-20.

Eschelon/7 AZ Transcript Vol. II (March 20, 2007), p. 199, line 18

Eschelon/7 Transcript Vol. II (March 20, 2007), p. 199, lines 16-17

Eschelon/7 AZ Transcript Vol. II (March 20, 2007), p. 199, lines 14-16 (Stewart)

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 200-201

Pre-Filed Testimony:

Q –Stewart Direct (Qwest/14), pp. 2-5, 13-18

Q – Stewart Rebuttal (Qwest/37), pp. 10-17

Q – Stewart Surrebuttal (Qwest/43), pp. 9-12

Pre-filed Exhibits:

None

Transcript Pages: pp. 95:21 – 105:23 (Stewart – Cross); pp. 139:16 – 141:19 (Stewart –

Judge Petrillo); pp. 148:24 – 150:19 (Stewart - Redirect); pp. 159:6 – 167:15 (Starkey –

Cross)

Other Exhibit (not pre-filed): None

15. INTENTIONALLY LEFT BLANK (FORMERLY DELAYED ORDERS WHEN FACILITIES ARE NOT AVAILABLE –ISSUE 9-32 and (a)–(c))

16. NETWORK MAINTENANCE AND MODERNIZATION – ISSUES 9-33, 9-34,

Issue 9-33: Affect on End User Customers -- Section 9.1.9

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 57-59 E - Proposed Language: Issues Matrix, pp. 38-43 ICA pp. 207-208

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 206-208

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 18-26

Q – Stewart Rebuttal (Qwest/37), pp. 17-22

Q – Stewart Surrebuttal (Qwest/43), pp. 12-15

Pre-filed Exhibits:

None

Transcript Pages: pp. 105:24 – 121:9, 126:3 – 128:13 (Stewart – Cross); pp. 167:16 – 172:20 (Starkey – Cross)

Other Exhibit (not pre-filed): None

Issue 9-34: Location at Which Changes Occur -- Sections 9.1.9, 9.1.9.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 57-59 E - Proposed Language: Issues Matrix, pp. 43-44 ICA pp. 207-208

Pre-Filed Testimony:

E –Starkey Direct (Eschelon/1), pp. 159-182

E – Starkey Rebuttal (Eschelon/123), pp.121-123

E – Starkey Surrebuttal (Eschelon/132), pp. 112-126

Pre-filed Exhibits:

Eschelon/4

Eschelon/86, Johnson/1

Eschelon/86, Johnson/1 & 9

Eschelon/29 [MN Arbitrators' Report, ¶134],

Eschelon/29, Denney/34 [MN Arbitrators' Report ¶142].

Eschelon/29, Denney/36-37 [MN Arbitrators Report ¶153].

Eschelon/64

Transcript Pages:

OR Transcript p. 0167, line 16 – p. 0172, line 20; p. 0172, line 21 – p. 0182, line 5.

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 206-208

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 18-21, 26-28

Q – Stewart Rebuttal (Qwest/37), pp. 23-25

Q – Stewart Surrebuttal (Qwest/43), pp. 15-17

Pre-filed Exhibits:

None

Transcript Pages: pp. 121:10 – 125:12, 126:3 – 128:13 (Stewart – Cross); pp. 172:21 –

182:5 (Starkey – Cross)

Other Exhibit (not pre-filed): None

17. INTENTIONALLY LEFT BLANK

18. CONVERSION – ISSUES 9-43 and 9-44 and (a)-(c)

Issue 9-43: Conversions - Circuit ID -- Section 9.1.15.2.3

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 60-62

E - Proposed Language:

Issues Matrix, pp. 45

ICA p. 220

Pre-Filed Testimony:

E –Starkey Direct (Eschelon/1), pp. 182-199

E – Starkey Rebuttal (Eschelon/123), pp. 123-133

E – Starkey Surrebuttal (Eschelon/132), pp. 126-132

Pre-filed Exhibits:

Eschelon/40, Denney 20

Eschelon/37

Eschelon/78 and 77

Eschelon 59-62 and 64

Eschelon/4, Starkey/3.

Eschelon/29, Denney/36-37 [MN Arbitrators' Report, ¶153].

Eschelon/3, Starkey/5

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 220

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 13-21

Q – Million Rebuttal (Qwest/39), pp. 1-2, 8-16

Q – Million Surrebuttal (Qwest/44), p. 6

Pre-filed Exhibits:

None

Transcript Pages: pp. 80:18 – 82:3 (Million – Cross)

Other Exhibit (not pre-filed): None

Issue 9-44: Manner of Conversion -- Section 9.1.15.3 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 60-62

E - Proposed Language:

Issues Matrix, pp. 45-46

ICA p. 220

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 182-194; 194-199

E – Starkey Rebuttal (Eschelon/123), pp. 123-133

E – Starkey Surrebuttal (Eschelon/132), pp. 126-132

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 220

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 13-21

Q – Million Rebuttal (Qwest/39), pp. 1-2, 8-16

Q – Million Surrebuttal (Qwest/44), p. 6

Pre-filed Exhibits:

None

Transcript Pages: pp. 80:18 – 82:3 (Million – Cross)

Other Exhibit (not pre-filed): None

Issue 9-44(a): Manner of Conversion – Use of Adder or Surcharge -- Section 9.1.15.3.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 60-62 E - Proposed Language: Issues Matrix, pp. 46 ICA p. 220

Pre-Filed Testimony:

E-Starkey Direct (Eschelon/1), pp. 182-194; 199-202

E –Starkey Rebuttal (Eschelon/123), pp. 123-133

E –Starkey Surrebuttal (Eschelon/132), pp. 126-132

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 220

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 13-21

Q – Million Rebuttal (Qwest/39), pp. 1-2, 8-16

Q – Million Surrebuttal (Qwest/44), p. 6

Pre-filed Exhibits:

None

Transcript Pages: pp. 80:18 – 82:3 (Million – Cross)

Other Exhibit (not pre-filed): None

Issue 9-44(b): Manner of Conversion – Use of USOC -- Section 9.1.15.3.1.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 60-62 E - Proposed Language: Issues Matrix, p. 46 ICA p. 220

Pre-Filed Testimony:

E-Starkey Direct (Eschelon/1), pp. 182-194; 204

E – Starkey Rebuttal (Eschelon/123), pp. 123-133

E – Starkey Surrebuttal (Eschelon/132), pp. 126-132

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

 $Q-Proposed\ Language$:

ICA p. 220

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 13-21

Q – Million Rebuttal (Qwest/39), pp. 1-2, 8-16

Q – Million Surrebuttal (Qwest/44), p. 6

Pre-filed Exhibits:

None

Transcript Pages: pp. 80:18 – 82:3 (Million – Cross)

Other Exhibit (not pre-filed): None

Issue 9-44(c): Manner of Conversion – Same USOC -- Section 9.1.15.3.1.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 60-62

E - Proposed Language:

Issues Matrix, p. 47

ICA p. 220

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 182-194; 204-207

E – Starkey Rebuttal (Eschelon/123), pp. 123-133

E – Starkey Surrebuttal (Eschelon/132), pp. 126-132

Pre-filed Exhibits:

Eschelon/64

Eschelon/40, Denney 20.

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 220

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 13-21

Q – Million Rebuttal (Qwest/39), pp. 1-2, 8-16

Q – Million Surrebuttal (Qwest/44), pp. 6

Pre-filed Exhibits:

None

Transcript Pages: pp. 80:18 – 82:3 (Million – Cross)

Other Exhibit (not pre-filed): None

19. INTENTIONALLY LEFT BLANK Eschelon/37.

➤ PHASE OUT OF PRODUCTS/SERVICES (22)

20. INTENTIONALLY LEFT BLANK (FORMERLY SUBLOOPS – QWEST CROSS CONNECT/WIRE WORK – ISSUE 9-50)

➤ Issue 9-51 – see Subject Matter 22A below

21. INTENTIONALLY LEFT BLANK

22. UNBUNDLED CUSTOMER CONTROLLED REARRANGEMENT ELEMENT (UCCRE) – ISSUE 9-53

Issue 9-53: Unbundled Customer Controlled Rearrangement Element (UCCRE) – 9.9.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 62-64 E - Proposed Language: Issues Matrix, pp. 45-58 ICA pp. 281-283

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 145-162

E – Denney Rebuttal (Eschelon/125), pp. 80-91

E – DenneySurrebuttal (Eschelon/133), pp. 78-81

Pre-filed Exhibits:

Eschelon/29, Denney/39-41 and Eschelon/30

Eschelon/126

Eschelon/1, Starkey/82-85.

Eschelon/66, Johnson/1

Transcript Pages:

OR Transcript, p. 0208, line 21 – p. 0211, line 4 (Denney Direct)

OR Transcript p. 0211, line 7 – p. 0282, line 15 (Denney Cross)

OR Transcript, p. 0262, line 22 – p. 0273, line 11 & P. 0273, lines 14-20 & 0281, line 20 – p. 0282, line 13 (Denney Cross)

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 283

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 34-35

Q – Stewart Rebuttal (Qwest/37), pp. 26-32

Q – Stewart Surrebuttal (Qwest/43), pp. 18-21

Pre-filed Exhibits:

None

Transcript Pages: pp. 262:22 – 273:20, 281:20 – 282:13 (Denney – Cross)

Other Exhibit (not pre-filed): None

22A.³ INTENTIONALLY LEFT BLANK (APPLICATION OF UDF-IOF TERMINATION (FIXED) RATE ELEMENT – ISSUE 9-51)

23. INTENTIONALLY LEFT BLANK (FORMERLY DIFFERENT UNE COMBINATIONS – ISSUES 9-54 and (a))

24. LOOP-TRANSPORT COMBINATIONS – ISSUE 9-55

Issue 9-55: Combinations of Loops and Transport – Terminology -- Sections 9.23.4, 9.23.4.4; 9.23.4.4; 9.23.4.5; 9.23.4.6; 9.23.4.5.4. *See* subparts to Issue 9-58 for related issues in 9.23.4.5.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 66-67 E - Proposed Language: Issues Matrix, pp. 59-63 ICA pp. 295, 302, 304-306

Pre-Filed Testimony:

E –Starkey Direct (Eschelon/1), pp. 208-216

E – Starkey Rebuttal (Eschelon/123), pp. 134-142

E – Starkey Surrebuttal (Eschelon/132), pp. 132-142

Pre-filed Exhibits: None

-

³ Issue 9-51 was not assigned a Subject Matter number in Minnesota. To carry the numbering from state-to-state, for ease of reference for witnesses for all parties testifying in multiple states, an "A" is used here, rather than renumbering the remaining Subject Matters listed. Issue 9-51 is also slightly out of order, since Issues 9-50 and 9-53 may sometimes be discussed together.

Transcript Pages:

OR Transcript p. 0182, line 6 – p. 0184, line 25. (Starkey)

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 295-297, 302, 304-306

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 45-50

Q – Stewart Rebuttal (Qwest/37), pp. 32-38

Q – Stewart Surrebuttal (Qwest/43), pp. 21-22

Pre-filed Exhibits:

None

Transcript Pages: pp. 140:20 – 142:19, 146:3 – 146:9 (Stewart - Judge Petrillo); pp.

182:6 – 184:25 (Starkey - Cross) *Other Exhibit (not pre-filed)*: None

25. SERVICE ELIGIBILITY CRITERIA – AUDITS - ISSUE 9-56

Issue 9-56: Audits - Concern -- Sections 9.23.4.3.1.1

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 67-69

E - Proposed Language:

Issues Matrix, pp. 63-64

ICA p, 300

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 300

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 51-53

Q – Stewart Rebuttal (Qwest/37), pp. 39-42

Q – Stewart Surrebuttal (Qwest/43), pp. 22-23

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 9-56(a): Audits - Notice - Section 9.23.43.1.1.1.

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 67-69

E - Proposed Language:

Issues Matrix, pp. 64

ICA p. 300

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 166-169

E – Denney Rebuttal (Eschelon/125), pp. 97-99

E – Denney Surrebuttal (Eschelon/133), pp. 86-88

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 300

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 51-55

Q – Stewart Rebuttal (Qwest/37), pp. 39-42

Q – Stewart Surrebuttal (Qwest/43), pp. 22-23

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

26. COMMINGLED EELS/ARRANGEMENTS – ISSUE 9-58 and (a)-(e) and ISSUE 59

Issue 9-58: ORDERING for Commingled Arrangements –Sections 9.23.4.5.1, 9.23.4.5.1.1

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 69-72

E - Proposed Language:

Issues Matrix, pp. 65-66

ICA p. 305

Pre-Filed Testimony:

- E Denney Direct (Eschelon/9), pp. 169-184; 184-186; 199
- E Denney Rebuttal (Eschelon/125), pp. 99-110
- E Denney Surrebuttal (Eschelon/133), pp. 88-97

Pre-filed Exhibits:

ICA Exhibit B [Exhibit 5(B) to Eschelon's Petition – Performance Indicator Definitions (PIDs)]

Eschelon/1, Starkey/88-93 and Eschelon/59-63

Eschelon/78.

Eschelon/72

Eschelon/137

Transcript Pages:

OR Transcript, p. 0208, line 21 – p. 0211, line 4 (Denney Direct)

OR Transcript p. 0211, line 7 – p. 0282, line 15 (Denney Cross)

OR Transcript, p. 0273, line 22 – p. 0281, line 15 (Denney Cross)

OR Transcript, p. 0283, line 1 – p. 0283, line 22 (Denney Redirect)

OR Transcript, p. 0283, line 4 – p. 0283, line 21 (Denney Redirect)

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 305

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 55-62

Q – Stewart Rebuttal (Qwest/37), pp. 42-52

Q – Stewart Surrebuttal (Qwest/43), pp. 24-25

Pre-filed Exhibits:

Qwest/15

Transcript Pages: pp. 273:22 – 281:15 (Denney - Cross)

Other Exhibit (not pre-filed): None

Issue 9-58 (a) and Issue 9-59 (Eschelon's *Alternate* Proposal for same issue): CIRCUIT ID for Commingled Arrangements –Section 9.23.4.5.4 or, in the alternative, Section 9.23.4.7

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 69-72 E - Proposed Language: Issues Matrix, pp. 66-67; 71-73 ICA pp. 309, 310

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 169-184; 186-188; 195-199

E – Denney Rebuttal (Eschelon/125), pp. 99-110

E – Denney Surrebuttal (Eschelon/133), pp. 88-97

Pre-filed Exhibits: See 9-58

Transcript Pages: See 9-58

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 305-306, 309-310

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 55-67

Q – Stewart Rebuttal (Qwest/37), pp. 42-55

Q – Stewart Surrebuttal (Qwest/43), pp. 24-25

Pre-filed Exhibits:

Qwest/15

Transcript Pages: pp. 133:8 – 139:5 (Stewart - Cross); pp. 273:22 – 281:15 (Denney -

Cross)

Other Exhibit (not pre-filed): None

Issue 9-58 (b) and 9-58(c) (Eschelon's *Alternate* Proposal for same issue): BILLING for Commingled Arrangements — Section 9.23.4.6.6 (and subparts)

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 69-72

E - Proposed Language:

Issues Matrix, pp. 67-69

ICA p 308.

Testimony, p.

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 169-184; 189-191; 199

E – Denney Rebuttal (Eschelon/125), pp. 99-110

E – Denney Surrebuttal (Eschelon/133), pp. 88-97

Pre-filed Exhibits: See 9-58

Transcript Pages: See 9-58

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 308

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 55-62, 67-70

Q – Stewart Rebuttal (Qwest/37), pp. 42-52, 55-59

Q – Stewart Surrebuttal (Qwest/43), pp. 24-25

Pre-filed Exhibits:

Qwest/15

Transcript Pages: pp. 273:22 – 281:15 (Denney - Cross)

Other Exhibit (not pre-filed): None

Issue 9-58 (d): OTHER COMMINGLED ARRANGEMENTS - Ordering, Billing, and Circuit ID – Section 9.1.1.1.1 & 9.1.1.1.1.2

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 69-72

E - Proposed Language:

Issues Matrix, pp. 69-70

ICA p. 199

Pre-Filed Testimony:

E -Denney Direct (Eschelon/9), pp. 169-184; 191-192; 199

E –Denney Rebuttal (Eschelon/125), pp. 99-110

E – Denney Surrebuttal (Eschelon/133), pp. 88-97

Pre-filed Exhibits: See 9-58

Transcript Pages: See 9-58

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 199

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 55-62, 70-72

Q – Stewart Rebuttal (Qwest/37), pp. 42-52, 59-61

Q – Stewart Surrebuttal (Qwest/43), pp. 24-25

Pre-filed Exhibits:

Qwest/15

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 9-58(e): INTERVAL for Commingled Arrangements -- Sections 9.23.4.4.3.1 & 24.3.2; 9.1.1.1.1 & 9.1.1.1.1.1

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 69-72

E - Proposed Language:

Issues Matrix, pp. 70-71 ICA pp. 303, 522, 199 Testimony, p.

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 169-184; 192-195; 199

E – Denney Rebuttal (Eschelon/125), pp. 99-110

E – Denney Surrebuttal (Eschelon/133), pp. 88-97

Pre-filed Exhibits: See 9-58

Transcript Pages: See 9-58

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 199, 303, 522

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 55-62, 72-74

Q – Stewart Rebuttal (Qwest/37), pp. 42-52, 61-63

Q – Stewart Surrebuttal (Qwest/43), pp. 24-25

Pre-filed Exhibits:

Qwest/15

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 9-59 (Eschelon alternate proposal): See 9-58(a) above, Section 9.23.4.7

QWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 309-310

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 74-81

Q – Stewart Rebuttal (Qwest/37), pp. 64-65

Q – Stewart Surrebuttal (Qwest/43), pp. 26-27

Pre-filed Exhibits:

Owest/15

Transcript Pages: pp. 133:8 – 139:5 (Stewart - Cross)

Other Exhibit (not pre-filed): None

27. MULTIPLEXING (LOOP-MUX COMBINATIONS) – ISSUE 9-61 and (a)-(c)

Issue 9-61: Loop-Mux Combination (LMC) – Placement [Section 9 (UNEs) or Section 24 (Commingling) of the ICA] -- Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 72-75

E - Proposed Language:

Issues Matrix, p. 74

ICA pp. 312 - 316; 523-526; 294; 303; 311

Pre-Filed Testimony:

E –Starkey Direct (Eschelon/1), pp. 216-228; 234

E – Starkey Rebuttal (Eschelon/123), pp. 142-150

E –Starkey Surrebuttal (Eschelon/132), pp. 142-152

Pre-filed Exhibits:

Eschelon/29 [MN Arbitrators' Report, ¶22] *id.* footnote 149 to ¶199 Eschelon/51, Johnson/1

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 294, 303, 311-316, 523-526

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 81-87

Q – Stewart Rebuttal (Qwest/37), pp. 66-73

Q – Stewart Surrebuttal (Qwest/43), pp. 27-31

Pre-filed Exhibits:

Owest/38

Transcript Pages: pp. 128:14 – 133:7 (Stewart - Cross); pp. 142:20 – 142:25, 146:10 – 148:15 (Stewart – Judge Petrillo); pp. 148:24 – 150:19 (Stewart - Redirect) *Other Exhibit (not pre-filed)*: None

Issue 9-61 (a): Loop-Mux Combination (LMC) – LMC Loop versus LMC --

Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 72-75

E - Proposed Language:

Issues Matrix, pp. 74-81

ICA pp. 312 - 316; 523-526; 294; 303; 311

Pre-Filed Testimony:

- E Starkey Direct (Eschelon/1), pp. 216-227; 228-232, 234
- E –Starkey Rebuttal (Eschelon/123), pp. 142-150
- E Starkey Surrebuttal (Eschelon/132), pp. 142-152

Pre-filed Exhibits: See 9-61

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 294, 303, 311-316, 523-526

Pre-Filed Testimony:

- Q Stewart Direct (Qwest/14), pp. 2-5, 81-85
- Q Stewart Rebuttal (Qwest/37), pp. 66-73
- Q Stewart Surrebuttal (Qwest/43), pp. 27-31

Pre-filed Exhibits:

Qwest/38

Transcript Pages: pp. 128:14 – 133:7 (Stewart - Cross); pp. 142:20 – 142:25, 146:10 –

148:15 (Stewart – Judge Petrillo); pp. 148:24 – 150:19 (Stewart - Redirect)

Other Exhibit (not pre-filed): None

Issue 9-61(b): LMC Multiplexing –Intervals – Section 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2, Exhibit C; 24.4.4.3

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 72-75

E - Proposed Language:

Issues Matrix, pp. 81-82

ICA pp. 315-316; 311; 524; ICA Exhibit C (Exhibit 5(C) to Eschelon's Petition –

"Service Interval Tables" p. 5

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/), pp. 216-227; 232-234

E –Starkey Rebuttal (Eschelon/123), pp. 142-150

E –Starkey Surrebuttal (Eschelon/132), pp. 142-152

Pre-filed Exhibits: See 9-61

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 303, 311, 315-316, 525, Exhibit C

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 81-82, 85-87

Q – Stewart Rebuttal (Qwest/37), pp. 66-73

Q – Stewart Surrebuttal (Qwest/43), pp. 27-31

Pre-filed Exhibits:

Qwest/38

Transcript Pages: pp. 128:14 – 133:7 (Stewart - Cross); pp. 142:20 – 142:25, 146:10 –

148:15 (Stewart – Judge Petrillo); pp. 148:24 – 150:19 (Stewart - Redirect)

Other Exhibit (not pre-filed): None

Issue 9-61(c): LMC Multiplexing -- Exhibit A, Section 9.23.6.6 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 72-75

E - Proposed Language:

Issues Matrix, pp. 82-83

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 942-950.

Testimony, p.

Pre-Filed Testimony:

E – Starkey Direct (Eschelon/1), pp. 216-227; 233-234

E – Starkey Rebuttal (Eschelon/123), pp. 142-150

E –Starkey Surrebuttal (Eschelon/132), pp. 142-152

Pre-filed Exhibits: See 9-61

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Stewart Direct (Qwest/14), pp. 2-5, 81-82, 87

O – Stewart Rebuttal (Owest/37), pp. 66-73

Q – Stewart Surrebuttal (Qwest/43), pp. 27-31

Pre-filed Exhibits:

Qwest/38

Transcript Pages: pp. 128:14 – 133:7 (Stewart - Cross); pp. 142:20 – 142:25, 146:10 – 148:15 (Stewart – Judge Petrillo); pp. 148:24 – 150:19 (Stewart - Redirect) *Other Exhibit (not pre-filed)*: None

28. INTENTIONALLY LEFT BLANK (FORMERLY MICRODUCT RATE - ISSUE 10-63)

29. ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES – ISSUE 12-64 and (a)–(b)

Issue 12-64: Root Cause & Acknowledgement of Mistakes -- Section 12.1.4 and subparts (all)(Two Eschelon proposals)

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 75-77 E - Proposed Language: Issues Matrix, pp. 83-86 ICA pp. 443-444

Pre-Filed Testimony:

E –Johnson Direct (Eschelon/43), pp. 38-51; 53-54 E –Johnson Rebuttal (Eschelon/127), pp. 4-17

E – Johnson Surrebuttal (Eschelon/141), pp. 6-14

Pre-filed Exhibits (all Issues):

Eschelon/5, Starkey 4, 5, 7, 8, 11 & 14

Eschelon/29, Denney/50-52 & ¶ 208

Eschelon/30, Denney/15, 23 [MN PUC Arbitration Order, p. 23, ¶4 (Topic 27)].

Eschelon/87, Johnson/1

Eschelon/92, Johnson/2

Eschelon/117

Eschelon/56

Eschelon/123, Starkey/60-61.

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 443-444

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 50-53

Q – Albersheim Rebuttal (Qwest/18), pp. 31-34

Q – Albersheim Surrebuttal (Qwest/40), pp. 20-22

Pre-filed Exhibits:

Qwest/6

Transcript Pages: pp. 19:11 – 26:8 (Albersheim - Cross)

Other Exhibit (not pre-filed): None

Issue 12-64(a): Acknowledgement of Mistakes – Qwest identification -- Section 12.1.4.2.3

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 75-77 E - Proposed Language: Issues Matrix, pp. 86-87

ICA p. 444

Pre-Filed Testimony:

E – Johnson Direct (Eschelon/43), pp. 38-46; 51-54

E – Johnson Rebuttal (Eschelon/127), pp. 4-17

E – Johnson Surrebuttal (Eschelon/141), pp. 6-14

Pre-filed Exhibits: See 12-64

Transcript Pages: None

Other Exhibit (not pre-filed) None:

OWEST EVIDENCE

Q – *Proposed Language*:

ICA p. 444

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 50-53

Q – Albersheim Rebuttal (Qwest/18), pp. 31-34

Q – Albersheim Surrebuttal (Qwest/40), pp. 20-22

Pre-filed Exhibits:

Owest/6, 26

Transcript Pages: pp. 19:11 – 26:8 (Albersheim - Cross)

Other Exhibit (not pre-filed): None

Issue 12-64(b): Acknowledgement of Mistakes – **Non-Confidentiality** - Section 12.1.4.2.5, 12.1.4.2.6

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 75-77

E - Proposed Language: Issues Matrix, pp. 87 ICA p. 444

Pre-Filed Testimony:

E-Johnson Direct (Eschelon/43), pp. 38-46; 52-54

E – Johnson Rebuttal (Eschelon/127), pp. 4-17

E – Johnson Surrebuttal (Eschelon/141), pp. 6-14

Pre-filed Exhibits: See 12-64

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 444

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 50-53

Q – Albersheim Rebuttal (Qwest/18), pp. 31-32

Q – Albersheim Surrebuttal (Qwest/40), pp. 20-22

Pre-filed Exhibits:

Qwest/6, 26

Transcript Pages: pp. 19:11 – 26:8 (Albersheim - Cross)

Other Exhibit (not pre-filed): None

30. INTENTIONALLY LEFT BLANK (FORMERLY COMMUNICATIONS WITH CUSTOMERS – ISSUES 12-65, 12-66 and 12-66(a))

31. EXPEDITED ORDERS – ISSUE 12-67 and (a)-(g)

Eschelon proposes addressing expediting the due date when ordering centrally in Section 12.2 ("Pre-Ordering, Ordering, and Provisioning"). Qwest proposes addressing this subject in Section 7 ("Interconnection") and Section 9 (UNEs). Therefore, Eschelon's language and Qwest's counter language do not appear in the same sections of the ICA.

Issue 12-67: Expedited Orders -- Section 12.2.1.2

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 78-83 E - Proposed Language: Issues Matrix, pp. 88 ICA p. 448

Pre-Filed Testimony:

- E Denney Direct (Eschelon/9), pp. 200-215; pp. 223-241
- E Denney Rebuttal (Eschelon/125), pp. 111-135
- E Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits:

Eschelon/ 29, 30, 32, 33, 35, 36, 41; 93 through 109 and 141 (All Issues)

ICA Exhibit B [Exhibit 5(B) to Eschelon's Petition – Performance Indicator Definitions (PIDS)]

Eschelon/110, Johnson/17.

Transcript Pages:

Eschelon/7, AZ Transcript, Vol. I, p. 58, lines 19-21

Eschelon/6, MN Transcript, Vol. 2,p. 97, line 18-p, 98, line 22.

Eschelon/6, MNTranscript (Million), Vol. 2, p. 98, lines 16-17

Eschelon/124, CO Transcript, Vol, I, p. 80, lines 2-19 (Albersheim).

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 107-108, 209, 448-449

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

Owest/8, 9

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed): None

Issue 12-67(a): Expedited Orders – Emergencies -- Section 12.2.1.2.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 78-83

E - Proposed Language:

Issues Matrix, pp. 88-92

ICA pp. 448-449

Pre-Filed Testimony:

- E Denney Direct (Eschelon/9), pp. 200-213; 215-216; 223-241
- E Denney Rebuttal (Eschelon/125), pp. 111-135
- E Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 107-108, 209, 448-449

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

None

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed):

Issue 12-67(b): Expedited Orders – Charges in Exhibit A -- Section 12.2.1.2.2 & Exhibit A

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 78-83 E - Proposed Language: Issues Matrix, pp. 92 ICA pp. 449-450

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 216-218; 223-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 107-108, 209, 449-450, Exhibit A

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 64;

Q – Albersheim Rebuttal (Qwest/18), pp. 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

Qwest/7

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed): None

Issue 12-67(c): Expedited Orders – NRC -- Section 12.2.1.2.3

ESCHELON EVIDENCE

E – *Petition for Arbitration* – pp. 78-83

E - Proposed Language:

Issues Matrix, p. 92-93

ICA p. 450

Testimony, p.

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 218-220; 223-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 107-108, 209, 450

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

None

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Issue 12-67 (d): Expedited Orders – UNEs -- Section 9.1.12.1 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 78-83

E - Proposed Language:

Issues Matrix, pp. 93

ICA p. 209

Testimony, p.

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 220-222; 223-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 209

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

None

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim

- Redirect)

Other Exhibit (not pre-filed): None

Issue 12-67 (e): Expedited Orders – Combinations -- Section 9.23.4.5.6

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 78-83

E - Proposed Language:

Issues Matrix, pp. 93-94

ICA p. 306

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 220-222; 223-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA p. 306

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

None

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed): None

Issue 12-67 (f): Expedited Orders – Trunk orders (2 Options) -- Section 7.3.5.2 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 78-83

E - Proposed Language:

Issues Matrix, pp. 94-95

ICA pp. 107-108

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 220-222; 223-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 107-108

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 55-65;

Q – Albersheim Rebuttal (Qwest/18), p. 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits

None

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed): None

Issue 12-67(g): Expedite Charge -- Exhibit A, Section 9.20.12

ESCHELON EVIDENCE

E – *Petition for Arbitration* – pp. 78-83

E - Proposed Language:

Issues Matrix, pp. 95

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 923.

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 200-213; 222-241

E – Denney Rebuttal (Eschelon/125), pp. 111-135

E – Denney Surrebuttal (Eschelon/133), pp. 97-127

Pre-filed Exhibits: See 12-67

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), p. 55-65;

Q – Albersheim Rebuttal (Qwest/18), pp. 35-45; Million Rebuttal (Qwest/39), pp. 1-2, 22-29

Q – Albersheim Surrebuttal (Qwest/40), pp. 23-29; Million Surrebuttal (Qwest/44), pp. 17-26

Pre-filed Exhibits:

Owest/7

Transcript Pages: pp. 26:9 – 35:13 (Albersheim - Cross); pp. 71:13 – 72:13 (Albersheim - Redirect)

Other Exhibit (not pre-filed): None

31A. INTENTIONALLY LEFT BLANK (FORMERLY SUPPLEMENTAL ORDERS – ISSUE 12-68)

32. INTENTIONALLY LEFT BLANK (FORMERLY PENDING SERVICE ORDER NOTIFICATIONS (PSONs) - ISSUE 12-70)

33. JEOPARDIES – ISSUES 12-71, 12-72, 12-73

Issue 12-71 – Jeopardy -- Section 12.2.7.2.4.4

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 86-88 E - Proposed Language: Issues Matrix, pp. 96 ICA pp. 453-454

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 454-455

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 68-70

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 46-58

Q – Albersheim Surrebuttal (Qwest/40), pp. 30-32

Pre-filed Exhibits:

Owest/10, 11, 19, 20, 21, 22, 23, 27

Transcript Pages: pp. 35:14 – 56:21 (Albersheim - Cross); pp. 58:13 – 69:2, 72:14 – 73:10 (Albersheim - Redirect); pp. 73:17 – 77:2 (Albersheim - Recross); pp. 190:13 – 206:23 (Johnson - Cross); pp. 206:24 – 207:9 (Johnson – Judge Petrillo) *Other Exhibit (not pre-filed)*: None

Issue 12-72: Jeopardy Classification -- Section 12.2.7.2.4.4.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 86-88 E - Proposed Language: Issues Matrix, pp. 96-97 ICA pp. 454-455

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 454-455

Pre-Filed Testimony:

Q – Albersheim Direct (Qwest/1), pp. 68-70

Q – Albersheim Rebuttal (Qwest/18), pp. 6, 46-58

Q – Albersheim Surrebuttal (Qwest/40), pp. 30-32

Pre-filed Exhibits:

Qwest/10, 11, 19, 20, 21, 22, 23, 27

Transcript Pages: pp. 35:14 – 56:21 (Albersheim - Cross); pp. 58:13 – 69:2, 72:14 –

73:10 (Albersheim - Redirect); pp. 73:17 – 77:2 (Albersheim - Recross); pp. 190:13 –

206:23 (Johnson - Cross); pp. 206:24 – 207:9 (Johnson – Judge Petrillo)

Other Exhibit (not pre-filed): None

Issue 12-73: Jeopardy Correction -- Section 12.2.7.2.4.4.2

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 86-88

E - Proposed Language:

Issues Matrix, p. 97

ICA p. 455

Pre-Filed Testimony (for Issues 12-71; 12-72 and 12-73):

E –Johnson Direct (Eschelon/43), pp.55-90

E – Johnson Rebuttal (Eschelon/127), pp. 17-32

E –Surrebuttal (Eschelon/), pp.

Pre-filed Exhibits (for Issues 12-71; 12-72 and 12-73):

Eschelon/110 through Eschelon/118

Eschelon/29, Denney/58 [MN Arbitrators Report, ¶238].

Eschelon/30, Denney/23-24 [MN Order Resolving Arbitration, pp. 23-24, ¶6 (Topic 31).].

Eschelon/92, Johnson 2 (last paragraph)

Transcript Pages(for Issues 12-71; 12-72 and 12-73):

OR Transcript p. 0186, line 20 – p. 0190, line 6. (Johnson Direct)

OR Transcript p. 0190, line 10 – p. 0207, line 16 (Johnson Cross)

OR Transcript p. 0190, line 13 – p. 0207, line 9 (Johnson)

Eschelon/6 MN Tr., Vol. 1, p. 38, lines 17-19(Albersheim).

Eschelon/6 MN Tr. Vol. I p. 37, line 16 – p. 38, line 6 (Albersheim).

Eschelon/6 MN Tr. (Ms. Albersheim, Vol. 1, p. 36, line 20 – p. 37, line 2 (Albersheim).

Eschelon/6 MN Tr. Vol. 1, p. 36, line 20 – p. 37, line 2 (Albersheim)

Eschelon/6 MN Tr., Vol., 1, p. 94, lines 5-6 (Albersheim).

Eschelon/6 MN Tr., Vol. 1, p. 38, lines 17-19 (Albersheim)

Eschelon/6 MN Tr., Vol. 1, p. 37, lines 20-23 (Albersheim)

Eschelon/6 MN Tr. Vol. I p. 94, lines 7-11 (Albersheim)

Eschelon/6 MN Tr., Vol. 1, p. 94, lines 4-11 (Albersheim)

Eschelon/6 MN Tr. Vol. I p. 40, line 23 – p. 41, line 3 (Albersheim) see also

Eschelon/115

Eschelon/6 MN Tr. Vol. I, p. 41, lines 10-22 (Albersheim; *Id.* Vol. I, p. 41, lines 10-22. *Id.* Vol. I, p. 40, lines 5-14

Eschelon/8 AZ Tr., Vol. 2, Q-22 & Q-23 & pp. 340-341; see id. p. 340 lines 18-19

Eschelon/8 AZ Tr., AZ Vol. 1, pp. 67-69 (Albersheim)

Eschelon/8 AZ Tr., Vol. I, p. 70, lines 4-9 (Ms. Albersheim)

Eschelon/6 MN Tr. Vol. I, p. 94, lines 19-20 & p. 96, lines 8-10.

Eschelon/8 AZ Tr., Vol. 1, p. 64, lines 5-14 (Albershiem); see also Eschelon/8 AZ Tr. at Vol. 1, p. 64, line 19 – p. 65, line 3 (Albersheim).

Eschelon/6 MN Tr., Vol. 1, p. 37, line 20 – p. 38, line 6.

Eschelon/6 MN Tr., Vol. 1, p. 38, lines 17-19 (Albersheim); *see also id.* p. 37, line 20 – p. 38, line 6.

Eschelon/6 MN Tr., Vol. 1, p. 40, lines 5-14 (Albersheim) *Compare id.* p. 98, lines 23-25.

Eschelon/6 MN Tr., Vol. 1, p. 95, lines 6-24.

Washington arbitration, Transcript (May 8, 2007), p. 162, lines 6-18.

Eschelon/6 MN Tr., Vol. 1, p. 37, line 24 – p. 38, line 6 (Albersheim)

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – *Proposed Language*:

ICA pp. 454-455

Pre-Filed Testimony:

- Q Albersheim Direct (Qwest/1), pp. 68-70
- Q Albersheim Rebuttal (Qwest/18), pp. 6, 46-58
- Q Albersheim Surrebuttal (Qwest/40), pp. 30-32

Pre-filed Exhibits: pp. 35:14 – 56:21 (Albersheim - Cross); pp. 58:13 – 69:2, 72:14 –

73:10 (Albersheim - Redirect); pp. 73:17 – 77:2 (Albersheim - Recross); pp. 190:13 –

206:23 (Johnson - Cross); pp. 206:24 – 207:9 (Johnson – Judge Petrillo)

Qwest/10, 11, 19, 20, 21, 22, 23, 27

Transcript Pages:

Other Exhibit (not pre-filed): None

SUBJECT MATERS NO. 34 THROUGH NO. 42 ARE NOW INTENTIONALLY LEFT BLANK

(FORMERLY 34. FATAL REJECTION NOTICES – ISSUE 12-74)(FORMERLY 35. TAG AT DEMARCATION POINT – ISSUE 12-75 and (a))(FORMERLY 36. LOSS AND COMPLETION REPORTS - ISSUE 12-76 and (a))FORMERLY 37. TESTING CHARGES WHEN CIRCUIT IS ON PAIR GAIN – ISSUE 12-77)(FORMERLY 38. DEFINITION OF TROUBLE REPORT – ISSUE 12-

78)(FORMERLY 39. CHARGES FOR REPEATS – ISSUE 12-80 and (a)-(c))(FORMERLY 40. TEST PARAMETERS – ISSUE 12-81)(FORMERLY 41. INTENTIONALLY LEFT BLANK)(FORMERLY 42. TROUBLE REPORT CLOSURE – ISSUE 12-86).

43. CONTROLLED PRODUCTION – ISSUE 12-87

Issue 12-87: Controlled Production –(Two Eschelon Proposals – One Qwest Proposal for the same issue) - Section 12.6.9.4

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 98-99 E - Proposed Language: Issues Matrix, pp. 100-102 ICA pp. 472-473

Pre-Filed Testimony:

E – JohnsonDirect (Eschelon/43), pp. 91-106

E – Johnson Rebuttal (Eschelon/127), pp. 32-44

E – Johnson Surrebuttal (Eschelon/141), pp. 48-50

Pre-filed Exhibits:

Exhibit Eschelon/53 §§ 6.0-9.0.

Exhibit Eschelon/122, Johnson/3 (Version 21, p. 13 ¶6); *id.* Johnson/9 (Version 20, p. 13 ¶6); *id.* Johnson/ 17(Version 19.2, p. 9, ¶6).

Exhibit Eschelon/122, Johnson/4 (Version 21, p. 40); *id.* Johnson/10 (Version 20, p. 40); *id.* Johnson/18 (Version 19.2, p. 47).

Exhibit Eschelon/122, Johnson/5 (Version 21, p. 41); *id.* Johnson/11 (Version 20, p. 41); *id.* Johnson/19 (Version 19.2, p. 48)

Exhibit Eschelon/122, Johnson/6 (Version 21, p. 42); *id.* Johnson/12 (Version 20, p. 42) Exhibit Eschelon/122, Johnson/20 (Version 19.2, p. 50)

Eschelon/29, Denney/62 (MN Arbitrators' Report, ¶255). Id. ¶258.

Eschelon/122, Johnson/2 (Version 21, p. 2); id. Johnson/8 (Version 20, p. 2); id.

Johnson/14-16 (Version 19.2, pp. 2-4).

Exhibit Eschelon/53, Johnson/15, Section 1.0 (emphasis added).

Eschelon/119

Exhibit Eschelon 121

Eschelon/30, Denney/22 (MN Order Resolving Arbitration Issues ¶1).

Eschelon/29, Denney/60 (MN Arbitrators' Report, ¶246).

Eschelon/122, Johnson/5 (Version 21, p. 41); *id.* Johnson/11 (Version 20, p. 41); *id.* Johnson/19

(Version 19.2, p. 48), cited in Eschelon/43, Johnson/92-93

Eschelon/131.

Eschelon/29, Denney/62 (MN Arbitrators' Report, ¶258).

Eschelon/29, Denney/64, lines 11-14.

Eschelon/30, MN PUC Arbitration Order, p. 22, ¶1; Eschelon/29, MN Arbitrators'

Report, ¶255

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA pp. 472-473

Pre-Filed Testimony:

Q - Albersheim Direct (Qwest/1), pp. 78-86

Q – Albersheim Rebuttal (Qwest/18), pp. 59-66

Q – Albersheim Surrebuttal (Qwest/40), pp. 33-39

Pre-filed Exhibits:

Qwest/2, Chapter 11, pp.84-85 & Definitions, p.126

Transcript Pages:

Other Exhibit (not pre-filed): None

44. RATES FOR SERVICES – ISSUE 22-88 and (a) and 22-89

Issue 22-88: Rates in Exhibit A -- Section 22.1.1

ESCHELON EVIDENCE

E – Petition for Arbitration – p. 99 *E - Proposed Language*: Issues Matrix, pp. 102 ICA p. 509

Pre-Filed Testimony:

E -Denney Direct (Eschelon/9), pp. 241-248; 253-254

E – Denney Rebuttal (Eschelon/125), pp. 135-140

E – Denney Surrebuttal (Eschelon/133), pp. 127-131

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), pp. 39-40

Q – Easton Rebuttal (Qwest/33), pp. 34-35

Q – Easton Surrebuttal (Qwest/42), pp. 23-24

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 22-88(a): IntraLATA Toll Traffic -- Exhibit A Section 7.11

ESCHELON EVIDENCE

E-Petition for Arbitration - p. 99

E - Proposed Language:

Issues Matrix, p. 102

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 142

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 241-243; 248-251; 253-254

E – DenneyRebuttal (Eschelon/125), pp. 135-140

E – Denney Surrebuttal (Eschelon/133), pp. 127-131

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), p. 41

Q – Easton Rebuttal (Qwest/33), pp. 34-35

Q – Easton Surrebuttal (Qwest/42), p. 24

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

Issue 22-89: Request for Cost Proceeding – Section 22.4.1.3

ESCHELON EVIDENCE

E-Petition for Arbitration - p. 99

E - Proposed Language:

Issues Matrix, p. 102

ICA pp. 347

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 241-254

E – Denney Rebuttal (Eschelon/), pp. 135-140

E – Denney Surrebuttal (Eschelon/), pp. 127-131

Pre-filed Exhibits: None

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – Proposed Language:

ICA p. 513

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), p. 42

Q – Easton Rebuttal (Qwest/33), pp. 34-35

Pre-filed Exhibits:

None

Transcript Pages:

Other Exhibit (not pre-filed): None

45. UNAPPROVED RATES – ISSUE 22-90 and (a)-(ae)

Issue 22-90: Unapproved Rates - Notice and Cost Support -- Sections 22.6.1 and 22.6.1.1

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp 103-104

ICA pp. 348

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 254-264; p. 270 and 283-284; pp. 286-288

E – Denney Rebuttal (Eschelon/125), pp. 140-158

E – Denney Surrebuttal (Eschelon/133), pp. 131-139

Pre-filed Exhibits:

Eschelon/33

Eschelon/5.

Eschelon/25, Denney/10 and 14

Transcript Pages:

OR Transcript, p. 0208, line 21 – p. 0211, line 4 (Denney Direct)

OR Transcript p. 0211, line 7 – p. 0282, line 15 (Denney Cross)

OR Transcript, p. 0211, line 12 – p. 0257, line 3 (Denney Cross) OR Transcript, p. 0283, line 1 – p. 0283, line 22 (Denney Redirect)

Other Exhibit (not pre-filed):

Eschelon/148 and Eschelon/149

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 515-516

Pre-Filed Testimony:

Q – Easton Direct (Qwest/13), p. 43; Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Easton Rebuttal (Qwest/33), pp. 36-37; Million Rebuttal (Qwest/39), pp. 1-2

Q – Easton Surrebuttal (Qwest/44), pp. 25-26

Pre-filed Exhibits:

Qwest/17

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross)

Other Exhibit (not pre-filed): None

Issue 22-90(a) Unapproved Rates – Cross reference – Section 22.4.1.1

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 105

ICA p. 347

Pre-Filed Testimony:

E – Denney Direct (Eschelon/9), pp. 254-264; 286-288

E – Denney Rebuttal (Eschelon/125), pp. 143-147

E – Denney Surrebuttal (Eschelon/133), pp. 131-139

Pre-filed Exhibits: See 22-90

Transcript Pages: See 22-90.

Other Exhibit (not pre-filed): None

OWEST EVIDENCE

Q – Proposed Language:

ICA pp. 515-516, Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2

Pre-filed Exhibits:

None

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross)

Other Exhibit (not pre-filed): None

Issue 22-90(b) Collocation – Planning and Engineering – Exhibit A - Section 8.1.1.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 105

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 148

Pre-Filed Testimony [For 22-90 (b) through 22-90 (ae)]:

E – Denney Direct (Eschelon/9), pp. 254-288

E – Denney Rebuttal (Eschelon/125), pp. 140-158

E – Denney Surrebuttal (Eschelon/133), pp. 131-144

Pre-filed Exhibits [for 22-90(b) through 22-90 (ae)]

Eschelon/10

Eschelon/14

Eschelon/23

Eschelon/25

ICA Exhibit 3 to Eschelon Petition "Joint Issues Matrix"

Transcript Pages: See 22-90

Other Exhibit (not pre-filed): None

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 1, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(c) Collocation Entrance Facility, per Fiber Pair - Exhibit A - Sections 8.1.2.2; 8.1.2.3; 8.1.2.4

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 106

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 163-165

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 1, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(d) AC Power Feed - Exhibit A – Section 8.1.5 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 106-107

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 182-203

OWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 2, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(e) Collocation Terminations - Exhibit A – Section 8.1.8 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 107-108

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 211-245

QWEST EVIDENCE

 $Q-Proposed\ Language$:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, pp. 2-3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(f) Security Charges – Card Access - Exhibit A – Section 8.1.9.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 108-109

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 249

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(g) Collocation Space Availability Report - Exhibit A – Section 8.1.12

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 109

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 256

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(h) Collocation Space option Administration Fee - Exhibit A – Section 8.1.14

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 109

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 260

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(i) Intentionally Left Blank

Issue 22-90(j) Joint Inventory Visit Fee - Exhibit A – Section 8.1.16

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 110

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 264

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney - Cross)

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(k) Vitrual Collocation Quote Preparation Fee - Exhibit A – Section 8.2.1.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, p. 110

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 288

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney - Cross)

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(l) Collocation Quote Preparation Fee - Exhibit A – Section 8.3.1.1; 8.4.1.1; 8.15.4.1; 8.15.4.2

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, p. 111

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 337, 364, 522, 523

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(m) Collocation Available Inventory - Exhibit A – Sections 8.4.2.4.1; 8.4.2.4.2; 8.4.2.4.2; 8.4.2.4.3; 8.4.2.4.4; 8.15.1.2.

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 111-112

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 371, 372, 373, 374,514-517

OWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney - Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(n) Remote Collocation - Exhibit A – Section 8.6.1.2; 8.6.1.3.1; 8.6.2.2.2; 8.6.2.2.3.1; 8.6.2.2.3.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 112

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 418, 420, 425, 427, 428

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 3, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(o) CLEC-CLEC Cable Racking - Exhibit A – Section 8.7.2.1; 8.7.2.2; 8.7.2.3

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 112

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 443, 444, 445

OWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 4, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(p) Virtual Connections - Exhibit A – Section 8.7.3.1; 8.7.3.2; 8.7.3.3

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 113

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 449, 450, 451, 454

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 4, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(q) Cable Hole - Exhibit A – Section 8.7.4

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 113

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 454

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 4, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(r) ICDF Collocation - Exhibit A – Section 8.8 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 113

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 458-463

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 4, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(s) Facility Connected (FC) Collocation - Exhibit A – Section 8.12.2; 8.12.4

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 113

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 473, 475

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Owest/17, p. 4, Owest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(t) DC Power Reduction/Power Restoration - Exhibit A – Section 8.13 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 114

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 480-502

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, pp. 4-5, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(u) Special Sites - Exhibit A – Section 8.15.2 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 115

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 514-517

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 5, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross'

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(v) Collocation Decommissioning - Exhibit A – Section 8.16 and subparts?

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 115

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 525-529(?)

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 5, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney - Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(w) Joint Testing - Exhibit A – Section 8.17.1; 8.17.2

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, p. 115

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 532,533.

QWEST EVIDENCE

 $Q-Proposed\ Language$:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 5, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney - Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(x) Cooperative Testing - Exhibit A – Sections 9.2.5.5.1.2; 9.2.5.5.2.2; 9.2.6.5.1.2; 9.2.6.5.2.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 115

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 665, 669, 696, 700

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, pp. 5-6, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(y) Private Line/Special Access to Unbundled Loop Conversion - Exhibit A – Section 9.2.8

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 116

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" line 704

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 6, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(z) Subloop Dispatch/FCP - Exhibit A – Section 9.3.3.1.1; 9.3.3.2; 9.3.3.3 and subparts; 9.3.3.4 and subparts and 9.3.7.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 116-117

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 715, 716, 720-722, 724-726, 739.

OWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

None

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(aa) UDITs & Conversions - Exhibit A – Section 9.6.11 and subparts; 9.6.12; 9.23.6.5; 9.23.7.6

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 117

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 810-814, 816, 979, 1030.

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Owest/17, p. 6, Owest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(ab) Unbundled Dark Fiber (UDF) - Exhibit A – Section 9.7 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 117-118

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 818 - 845

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, pp. 6-7, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(ac) Miscellaneous Charges - Exhibit A – Section 9.20 and subparts

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, pp. 118-119

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 881 - 925.

QWEST EVIDENCE

Q – *Proposed Language*:

ICA Exhibit A

Pre-Filed Testimony:

- Q Million Direct (Qwest/16), pp. 2-5, 22-26
- Q Million Rebuttal (Qwest/39), pp. 1-2, 29-34
- Q Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Owest/17, pp. 7-8, Owest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(ad) EELs – Exhibit A – Sections 9.23.7; 9.23.7.11.1; 9.23.7.11.2

ESCHELON EVIDENCE

E-Petition for Arbitration - pp. 99-101

E - Proposed Language:

Issues Matrix, p. 119-120

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 993, 1062, 1063.

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Qwest/17, p. 8, Qwest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

Issue 22-90(ae) Innerduct/Microduct Occupancy Fee - Exhibit A – Section 10.7.12; 10.7.12.1

ESCHELON EVIDENCE

E – Petition for Arbitration – pp. 99-101

E - Proposed Language:

Issues Matrix, p. 120-121

ICA Exhibit A (Exhibit 5(A) to Eschelon Petition "Rates" lines 1146, 1147

OWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

Q – Million Direct (Qwest/16), pp. 2-5, 22-26

Q – Million Rebuttal (Qwest/39), pp. 1-2, 29-34

Q – Million Surrebuttal (Qwest/44), pp. 26-41

Pre-filed Exhibits:

Owest/17, p. 8, Owest/46, 47, 48

Transcript Pages: pp. 82:3 – 90:19 (Million - Cross); pp. 211:12 – 257:3 (Denney -

Cross)

Other Exhibit (not pre-filed): Qwest/49

 \triangleright Exhibit A – See Issue 22-90(a) through (ae) above