

October 5, 2007

*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.

Tobe L. Goldberg

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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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.

³ For 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.)

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
(1 of 2 options for 1.7.2)	<p><u>such letters are attached hereto as Exhibits N -O).</u></p> <p><u>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.</u></p>			
<p>Issue 1-1</p> <p>Section 1.7.2 and Exhibits N and O See (a) to (e) below for related issues in 7.4.7, Exhibits C and I and 9.23.9.4.3/24.4.4.3 (first sentence)</p> <p>Interval Changes</p> <p>(2 of 2</p>	<p>PROPOSAL#2</p> <p><u>1.7.2. If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals different from those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N-O).</u></p>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
options for 1.7.2)		
Issue 1-1 (a) Section 7.4.7 Intervals for the provision of Interconnection trunks	7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. <u>Intervals are set forth in Exhibit C.</u> Any changes to the Interconnection trunk intervals will be made <u>as described in Section 1.7.2</u> . Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.	7.4.7 Intervals for the provision of Interconnection trunks will conform to the performance objectives set forth in Section 20. Any changes to the Interconnection trunk intervals will be made <u>through the Change Management Process (CMP) applicable to the PCAT, pursuant to the procedures set forth in Exhibit G.</u> Operational processes within Qwest work centers are discussed as part of the CMP. Qwest agrees that CLEC shall not be held to the requirements of the PCAT.
Issue 1-1 (b) Exhibit C Group 2.0 UDIT Rearrangements	<u>Rearrangements</u> Eschelon proposes deletion of Qwest proposed footnote in Exhibit C: (NOTE –See Exhibit C for intervals)	Qwest proposed footnote in Exhibit C: <u>For UDIT rearrangements see Qwest’s wholesale website for the Service Interval guide</u>
Issue 1-1 (c) Exhibit C	NOTE: Eschelon proposes to include the LIS Trunking intervals in Exhibit C – see Exhibit C	NOTE: Qwest proposes deletion of entire Section 9.0 of Exhibit C (LIS Trunking Service Intervals) – see Exhibit C

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Group 9.0 (LIS Trunking)				
Issue 1-1 (d) Exhibit I, Section 3 ICB Provisioning Intervals	<p><u>3.1.1 For the following products and services, for which the interval is ICB, Qwest shall provide the ICB due date interval to CLEC as follows:</u></p> <p><u>3.1.1.1 No later than seventy-two (72) hours after the application date for:</u></p> <ul style="list-style-type: none"> a) <u>25 or more 2/4 wire analog loops;</u> b) <u>25 or more 2-wire non-loaded loops;</u> c) <u>25 or more 4-wire non-loaded loops;</u> d) <u>25 or more xDSL-I capable loops;</u> e) <u>9 or more conditioned loops for 2/4 wire non-loaded, ADSL compatible, xDSL-I, ISDN; and</u> f) <u>25 or more lines Quick Loop and Quick Loop with LNP.</u> <p><u>3.1.1.2 No later than one-hundred and ninety two (192) hours after the application date for:</u></p> <ul style="list-style-type: none"> a) <u>25 or more DS0 UDITs;</u> 		<p><u>3.2 For ICB intervals for those standard products and services that require negotiated project time lines for installation, such as 2/4 wire analog loop for more than twenty-five (25) loops, Qwest shall make every attempt to provide an FOC to CLEC pursuant to the guidelines contained in the Service Interval Guide.</u></p>	<p>Formatted: Font: 11 pt</p> <p>Formatted: Indent: Left: 1.5"</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Indent: Left: 0.5"</p> <p>Formatted: Indent: First line: 0.5"</p> <p>Formatted: Indent: Left: 0.5"</p> <p>Formatted: Indent: First line: 0.5"</p> <p>Formatted: Indent: Left: 2"</p> <p>Formatted: Indent: First line: 0.5"</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		
	b) 25 or more DS0 <u>EEL/Loop Mux;</u> c) 4 or more DS3 UDITs; and d) 4 or more DS3 <u>EEL/Loop Mux</u>				
Issue 1.1 (e) Section 9.23.9.4.3 (First Sentence only) Intervals for Loop Mux Combinations (LMC)	9.23.9.4.3 [24.4.4.3] Service intervals for LMC(s) Loops are set forth in Exhibit C		9.23.9.4.3 [24.4.4.3] Standard service intervals for LMC are in the Service Interval Guide (SIG) available at www.qwest.com/wholesale		Deleted: Standard Deleted: s Formatted: No underline Formatted: No underline Deleted: S Deleted: (s) Loops Deleted: set forth in Exhibit C Deleted: in the Service Interval Guide (SIG) available at www.qwest.com/wholesale Formatted: Font: Times New Roman Formatted: No underline Formatted: Font: Times New Roman Formatted: Font: 10 pt
Section 7.3 and subparts See Issue 9-50 below					
Issue 1-2 Intentionally Left Blank					Deleted: ¶
CHANGE IN LAW					
Issues 2-3 & 2-4	PROPOSAL #1: 2.2 The provisions in this Agreement are intended to be in		SAME FOR BOTH: 2.2 The provisions in this Agreement are intended to be in		Formatted: No widow/orphan control, Pattern: Clear (White), Tabs: 0.94", Left

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
<p>Section 2.2 and Section 22.4.1.2</p> <p>Application of Rates in Exhibit A (Issue 2-3) and Effective Date of Legally Binding Changes (Issue 2-4)</p> <p>(1 of 2 Options)</p>	<p>compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days</p>		<p>compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days</p>	

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, <u>except where CLEC notifies Qwest in writing that an amendment is not required. The rates in Exhibit A and when they apply are addressed in Section 22.</u> Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. While any negotiation or Dispute resolution is pending for an</p>		<p>after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, <u>except where CLEC notifies Qwest in writing that an amendment is not required. Rates in Exhibit A, include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific</u></p>	<p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Deleted: The rates in Exhibit A and when they apply are addressed in Section 22.</p> <p>Deleted: will reflect</p> <p>Formatted: Font: (Default) Times New Roman, Bold</p> <p>Deleted: Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting a</p> <p>Formatted: Font: (Default) Times New Roman, Not Bold</p> <p>Deleted: 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.</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		
	<p>reflect such legally binding modification or change of the Existing Rules. <u>Each Party has an obligation to ensure that the Agreement is amended accordingly.</u> Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. <u>The rates in Exhibit A and when they apply are further addressed in</u></p>		<p>reflect such legally binding modification or change of the Existing Rules. <u>Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. Rates in Exhibit A <u>include</u> legally binding decisions of the Commission, <u>unless otherwise ordered by the Commission.</u> <u>When a</u></u></p>		<p>Deleted: Each Party has an obligation to ensure that the Agreement is amended accordingly.</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Formatted: Font: Times New Roman, 11 pt</p> <p>Deleted: The rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates).</p> <p>Deleted: will reflect</p> <p>Deleted: .</p> <p>Deleted: 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 r[... [1]</p> <p>Deleted: and</p> <p>Deleted: shall be implemented and applied on a prospective basis from [... [2]</p> <p>Deleted: subsequently</p> <p>Deleted: or, if allowed by the order, agreed upon by the Parties.</p>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates). Rates in Exhibit A will reflect legally binding decisions of the Commission. 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 shall be implemented and applied on a</p>		<p>regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>	<p>22.4.1.2 If the Interim</p>

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Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties.</u> ⁴</p> <p>While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p> <p>22.4.1.2 If the Interim Rates are reviewed and changed by</p>		<p>Rates are reviewed and changed by 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. <u>Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.</u></p>	

Deleted: When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting

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⁴ As discussed with Proposal #1, the following sentence is from the SGAT: “Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered.” Eschelon offers Proposal #2 either with or without this sentence. As it ends with “unless otherwise ordered,” it allows for a different date to be set.

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 state-specific).

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>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. <u>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.</u> ⁵</p>			
<p>Section 4 Definition of “Commission Approved Wire Center List” <i>See Issue 9- 37 below</i></p>				
<p>Section 4 Definition of “Wire Center</p>				

Deleted: Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Docket” See Issue 9-37 below				
DESIGN CHANGES				
Issue 4-5 Section 9.2.3.8 See (a) to (c) below for related sections: 9.2.3.9 and Exhibit A at 9.20.13 “Design Change”	<u>9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply.)</u>		<u>9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply.)</u>	
Issue 4-5 (a) 9.2.3.9 CFA Change	<u>9.2.3.9 CFA Change – 2/4 Wire Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up.</u>		<u>9.2.3.9 Rates for CFA changes are set forth in Exhibit A (unless the need for such change is caused by Qwest, in which case this rate does not apply).</u>	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<u>When this charge applies, the Design Change rate for Unbundled Loops does not apply.</u>			
Issue 4-3 (b) Intentionally Left Blank				
Issue 4-5 (c) Exhibit A Section 9.20.11 Design Change Charge	9.20.11 Design Change <u>9.20.11.1 Design Change (Transport) \$58.27 1</u> <u>9.20.11.2 (Loop) \$30.00 1</u> <u>9.20.11.3 CFA - 2/4 Wire Loop cutovers \$ 5.00 1</u>		9.20.11 Design Change <u>\$103.10 12</u>	
DISCONTIN- UATION OF ORDER PROCESS- ING				

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9.20.11.2 (Loop) \$30.00 1¶
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9.20.11.3 CFA - 2/4 Wire Loop cutovers \$ 5.00 1¶

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.		amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.	
Issue 5-7(a) Section 5.13.1 Commission approval prior to disconnection	5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>must notify the Commission in writing and</u> may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full		5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect</u> To the extent that either Party disputes,	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

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⁶ Eschelon will also accept the word “material” in place of “non deminimus”. Eschelon/9, Denney/84 and Eschelon/9, Denney/91.

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described 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, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u></p>		<p>processing and/or the date CLEC is Repeatedly Delinquent as described 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.</p>	
Issue 5-9 Section 5.4.5	<p>PROPOSAL #1 (issue 2): 5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed .</p>		<p>5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed .</p>	

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Definition of Repeatedly Delinquent (2 of 3 issues in 1 st Eschelon proposal for 5.4.5) (1 of 2 options)	. . amount received more than thirty (30) Days after the Payment Due Date, <u>for three (3) consecutive months</u> , on the same Billing account number. amount received more than thirty (30) Days after the Payment Due Date, <u>three (3) or more times during a twelve (12) month period</u> on the same Billing account number. . . .	
Issue 5-9 Section 5.4.5 Definition of Repeatedly Delinquent (2 of 3 issues 1 st Eschelon proposal for 5.4.5) (2 of 2 options)	PROPOSAL #2 (issue 2): 5.4.5 . . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, <u>three (3) or more times during a six (6) month period</u> on the same Billing account number. . . .		5.4.5. . . “Repeatedly Delinquent” means payment of any undisputed . . . amount received more than thirty (30) Days after the Payment Due Date, <u>three (3) or more times during a twelve (12) month period</u> on the same Billing account number. . . .	
Issue 5-10 Intentionally Left Blank				

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <u>The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit.</u> The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing 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</p>		<p>or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <u>“Repeatedly delinquent” means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone.</u> The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1st three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is repeatedly delinquent as described</p>	<div data-bbox="1738 591 2062 812" style="border: 1px solid black; padding: 5px;"> <p>Deleted: The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit.</p> </div> <div data-bbox="1738 820 2062 889" style="border: 1px solid black; padding: 5px;"> <p>Deleted: “Repeatedly delinquent” means any payment received thirty (30) Days or more after the</p> </div> <div data-bbox="1738 898 2062 927" style="border: 1px solid black; padding: 5px;"> <p>Deleted: P</p> </div> <div data-bbox="1738 935 2062 1065" style="border: 1px solid black; padding: 5px;"> <p>Deleted: ayment Due Date, three (3) or more times during a twelve (12) month period on the same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not</p> </div> <div data-bbox="1738 1073 2062 1143" style="border: 1px solid black; padding: 5px;"> <p>Deleted: be included as Repeatedly Delinquent based on amounts in dispute alone.</p> </div> <div data-bbox="1738 1151 2062 1198" style="border: 1px solid black; padding: 5px;"> <p>Deleted: and/or the date CLEC is repeatedly delinquent as described above</p> </div>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	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.		<u>above</u> 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 Section 5.4.7 Review of credit standing (1 of 2 options)	PROPOSAL #1: 5.4.7 <u>Intentionally Left Blank.</u>		SAME FOR BOTH PROPOSALS: 5.4.7 <u>The Billing Party may review 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.</u>	
Issue 5-13	PROPOSAL #2: 5.4.7 <u>If a Party has received a</u>		SAME FOR BOTH PROPOSALS:	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Section 5.4.7 Review of credit standing (2 of 2 options)	<u>deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, the Billing Party may review the other Party's credit standing and increase the amount of deposit required, if approved by the Commission, but in 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.</u>		5.4.7 The Billing Party may review 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.	<div data-bbox="1738 272 2064 378" style="border: 1px solid black; padding: 2px;"> Deleted: If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, t </div> <div data-bbox="1738 394 2064 418" style="border: 1px solid black; padding: 2px;"> Deleted: T </div> <div data-bbox="1738 435 2064 475" style="border: 1px solid black; padding: 2px;"> Deleted: , if approved by the Commission, </div> <div data-bbox="1738 492 2064 573" style="border: 1px solid black; padding: 2px;"> 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. </div>
Issue 5.14 Intentionally Left Blank				<div data-bbox="1738 743 2064 768" style="border: 1px solid black; padding: 2px;"> Formatted: Font: 11 pt </div> <div data-bbox="1738 784 2064 808" style="border: 1px solid black; padding: 2px;"> Formatted: Font: 11 pt </div>
Issue 5.15 Intentionally Left Blank				
COPY OF NONDIS-CLOSURE AGREEMENT				
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	

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Deleted: Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	employment.			
Issue 6-17 Intentionally Left Blank	-----	-----	-----	
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 AND BILL VALIDA- TION				
Issue 7-18 Section 7.6.3.1 Application of Transit Record Charge	7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data	-----	-----	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	to a maximum of once every six months, provided that Billing is accurate.			
Issue 7-19 Section 7.6.4 Transit Record Bill Validation Detail	<u>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.</u>			<div data-bbox="1734 391 2062 610" style="border: 1px solid black; padding: 5px;"> <p>Deleted: 7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate elements being billed, and rates applied to each minute.</p> </div>
Issue 8-20 Intentionally Left Blank				
Issue 8-20(a) Intentionally Left Blank				
Issue 8-21 Intentionally Left Blank				<div data-bbox="1734 917 2062 971" style="border: 1px solid black; padding: 2px;"> <p>Formatted: indent 1, Tabs: Not at 2.5" + 3.25"</p> </div> <div data-bbox="1734 976 2062 1003" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Font: 11 pt</p> </div>
Issue 8-21 (a) Intentionally Left Blank				<div data-bbox="1734 1040 2062 1094" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Indent 3, Tabs: 0.94", Left + Not at 1.5" + 1.56" + 2.5"</p> </div> <div data-bbox="1734 1099 2062 1153" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Indent 3, Tabs: 0.94", Left + Not at 1.5" + 1.56" + 2.5"</p> </div> <div data-bbox="1734 1157 2062 1211" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> </div>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Issue 8-21 (b) Intentionally Left Blank				
Issue 8-21 (c) Intentionally Left Blank				
Issue 8-21 (d) Intentionally Left Blank				
Issue 8-21 (e) Intentionally Left Blank				
Issue 8-22 Intentionally Left Blank				
Issue 8-23 Intentionally Left Blank				
Issues 8-24 through 8-30 Intentionally				

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
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Sections 9.1.1.1.1 & 9.1.1.1.1.1 – <i>See</i> Issue 9- 58(e) (Section 9.23.4.4.3.1) below				← --- Formatted: Centered
Sections 9.1.1.1.1 & 9.1.1.1.1.2 – <i>See</i> Issue 9- 58(d) (Section 9.23.4.5.1) below				← --- Formatted: Centered
NON- DISCRIMIN ATORY ACCESS TO UNES				
Issue 9-31 Section 9.1.2 Non- discriminatory access to UNEs	9.1.2 Qwest shall provide non- discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non- discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between		9.1.2 Qwest shall provide non- discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non- discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between	

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>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.</p>		<p>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.</p>	
<p>Issue 9 31 Section 9.1.2 Non-discriminatory access to UNEs</p>	<p>9.1.2 Access to Unbundled Network Elements includes moving, adding to, repairing and changing the UNE (through, e.g., design changes, maintenance of service including trouble isolation, additional dispatches, and cancellation of orders), and will be</p>			<p>Deleted: Activities available for</p> <p>Deleted: at the applicable rates</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
(2 of 2 Options)	<u>provided at TELRIC rates....</u>			
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 MAINTENANCE AND MODERNIZATION				
Issue 9-33 Section 9.1.9 Network Maintenance and Modernization Activities – Affect on	PROPOSAL #1 (Issue 1) 9.1.9 Disputed portion (Issue 1): 9.1.9 Such changes may result in minor changes to transmission parameters <u>but the changes to</u> <u>transmission parameters will not</u> <u>adversely affect service to any</u> <u>CLEC End User Customers (other</u>		9.1.9 Disputed portion (Issue 1): 9.1.9 Such changes may result in minor changes to transmission parameters. <u>9.1.9 Entire provision:</u>	

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
End User Customers (1 of 2 issues in Sections 9.1.9) (1 of 2 Options)	<p>than a reasonably anticipated temporary service interruption, if any, needed to perform the work). (In addition, in the event of emergency, see Section 9.1.9.1).⁷</p> <p><u>9.1.9 Entire provision – Proposal #1:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters but the changes to transmission parameters will not adversely affect service to any CLEC End User Customers (other than a reasonably anticipated temporary service interruption, if any, needed to perform the work). (In addition, in the event of emergency, see Section 9.1.9.1). This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts),</p>		<p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is</p>	

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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).”

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Issue 9-33 Section 9.1.9 Network Maintenance and Modernization Activities – Affection End User Customers	<p>PROPOSAL #2 (Issue 1)</p> <p><u>..... If such changes result in the CLEC's End User Customer experiencing unacceptable⁸ changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.</u></p>		<p><u>9.1.9 – Entire Provision – Proposal #2:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of</p>	
(1 of 2 issues in Sections 9.1.9)	<p><u>9.1.9 – Entire Provision – Proposal #2:</u></p>			
(2 of 2 Options)	<p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. <u>If such changes result in the CLEC's End User Customer experiencing</u></p>			

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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".

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes</u> This Section 9.1.9 does not address retirement of copper Loops or Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network</p>		<p>network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur and any other information required by applicable FCC rules. Qwest provides such disclosures on an Internet web site.</p>	

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>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 <u>including, if the changes are specific to an End User Customer,⁹ circuit identification, if readily available, and any other information required by applicable FCC rules.</u> Qwest provides such disclosures on an Internet web site.</p>			<p>Formatted: Font: 11 pt, Not Highlight</p> <p>Formatted: Font: 11 pt</p>
Issue 9-33(a) Intentionally Left Blank				<p>Formatted: Font: Times New Roman</p>
Issue 9-34 Section 9.1.9 Network Maintenance and Modernization Activities –	<p>PROPOSAL #1 (Issue 2):</p> <p>.....Such notices will contain the location(s) at which the changes will occur <u>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</u></p>		<p>.....Such notices will contain the location(s) at which the changes will occur <u>and any other information required by applicable FCC rules.</u></p>	<p>Formatted: Highlight</p> <p>Formatted: Highlight</p> <p>Formatted: Font: 11 pt</p> <p>Deleted: including, if the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information,</p> <p>Formatted: No underline</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Location at Which Changes Occur (2 of 2 issues) (1 of 2 Options)	information required by applicable FCC rules.			
Issue 9.34 Section 9.1.9 Network Maintenance and Modernization Activities – Location at Which Changes Occur (2 of 2 issues) (2 of 2 Options)	PROPOSAL #2 Issue 2: Such notices will contain the location(s) at which the changes will occur <u>including, if the changes are specific to an End User Customer,¹⁰ circuit identification, if readily available,</u> and any other information required by applicable FCC rules.	Such notices will contain the location(s) at which the changes will occur and any other information required by applicable FCC rules.	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Highlight</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Highlight</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Font: 11 pt</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: including, if the changes are specific to an End User Customer, circuit identification, if readily available,</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: No underline</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Font: 11 pt, Not Highlight</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Font: 11 pt</div>
Issue 9.35 Intentionally Left Blank				<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Tabs: 1", Left + 1.5", Left</div>

¹⁰ Note: Eschelon will accept “End User Customer” or “CLEC End User Customer” here.

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Issue 9-36 Intentionally Left Blank				← --- Formatted: Centered
Section 9.1.12.1 – <i>See Issue 12-67 (Section 12.2.1.2) below</i>				
Issues 9-37, 9-37(a), 9-38, 9-39, 9-40, 9-41 and 9-42 Intentionally Left Blank				← --- Formatted: Normal, Don't adjust space between Latin and Asian text, Don't adjust space between Asian text and numbers
Section 9.1.14.5 – <i>See Issue 9-40 (Section 9.1.13.5.2) – above</i>				← --- Formatted: Centered ← --- Formatted: Font: Italic
Section 9.1.15.2.1 - <i>See Issue 9-40 (Section 9.1.13.5.2) above</i>				← --- Formatted: Centered ← --- Formatted: Font: Italic
Issue 9-43 Section 9.1.15.2.3	<u>9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest</u>		← ---	← --- Deleted: 9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.¶

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Conversions - Circuit ID	<u>alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.</u>			
Issue 9-44 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	<u>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.</u>			
Issue 9-44 (a) Section 9.1.15.3.1 Manner of Conversion –	<u>9.1.15.3.1 Qwest may perform the re-pricing through use of an “addor” 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 Qwest currently does to take advantage of</u>			

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Deleted: 9.1.15.3.1 Qwest may perform the re-pricing through use of an “addor” 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 Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.¶

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Use of adder or surcharge	<u>the annual price increases in its commercial Qwest Platform Plus product.</u>			
Issue 9-44 (b) Section 9.1.15.3.1.1 Manner of Conversion - Use of USOC	<u>9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.</u>			<div style="border: 1px solid black; padding: 2px;">Formatted: Font: 11 pt</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Indent: Left: 0"</div> <div style="border: 1px solid black; padding: 2px;">Deleted: 9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.¶</div>
Issue 9-44 (c) Section 9.1.15.3.1.1 Manner of Conversion - Same USOC	<u>9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.</u>			<div style="border: 1px solid black; padding: 2px;">Formatted: Font: (Default) Times New Roman</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Font color: Auto</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left, Indent: Left: 0", Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Indent 2, Tabs: 1.75", Left</div> <div style="border: 1px solid black; padding: 2px;">Deleted: 9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.¶</div>
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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
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Issue 9-47 Intentionally Left Blank				
Issue 9-48 Intentionally Left Blank				
Sections 9.2.2.3 and 9.2.2.3.3 – <i>See Issue 9-33 above</i>				
Section 9.2.3.8 - <i>See Issue 4-5</i>				
Section 9.2.3.9 - <i>See Issue 4-5 (a)</i>				
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PHASE OUT -- SUBLOOPS				
Issues 9-50 Intentionally Left Blank				
Issue 9-51 Intentionally				

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³	QWEST PROPOSED LANGUAGE
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Issue 9 53 Section 9.9 and subpart (1 of 4 Options)	<p>PROPOSAL #1</p> <p><u>9.9 Unbundled Customer Controlled Rearrangement Element (UCCRE)</u></p> <p><u>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 conditions.</u></p>	
Issue 9 53 Section 9.9 and subpart; 1.7.3 and subparts Phase out; Subloops - (2 of 4)	<p>PROPOSAL #2:</p> <p><u>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 element, service or functionality. Obtaining such a Order will not be necessary if</u></p>	<p><u>1.7.3 P</u></p> <p><u>9.9.1 Intentionally Left Blank</u></p>

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		Formatted: Font: 11 pt, Highlight
Options)	<p><u>Qwest (1) promptly phases-out 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.</u></p> <p><u>9.9.1 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 a phase-out order (pursuant to Section 1.7.3) from the Commission within four months from the effective date of this Agreement.</u></p>				<p>Formatted: Normal, Tabs: Not at 0.5"</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Indent: Left: 0"</p> <p>Formatted: No underline</p> <p>Formatted: Normal, Tabs: Not at 0.5"</p> <p>Formatted: Font: 12 pt</p> <p>Formatted: Indent: Left: 0", Adjust space between Latin and Asian text, Adjust space between Asian text and numbers</p> <p>Formatted: Indent: Left: 0"</p> <p>Formatted: Font: Not Bold</p> <p>Formatted: Left, Indent: Left: -0.51"</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Deleted: <#>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 exam ... [3]</p>
Issue 9-53 Section 9.9 and subpart;	<p>PROPOSAL #3: <u>1.7.3 If Qwest desires to phase out or otherwise cease offering on a wholesale basis (without first</u></p>		<p>9.9.1 <u>Intentionally Left Blank</u></p>		<p>Formatted: Space After: 0 pt</p> <p>Deleted: Qwest shall provide Unbundled Customer Controlled ... [4]</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
1.7.3 and subparts Phase out; Subloops - (3 of 4 Options)	<p><u>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</u></p>			

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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.</u></p> <p><u>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.</u></p> <p><u>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.</u></p> <p><u>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</u></p>			

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>individual ICA to which CLEC is not a party.</u></p> <p><u>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.</u></p> <p><u>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</u></p>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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.</u></p> <p><u>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.</u></p> <p><u>9.9.1 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</u></p>			

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		Formatted: Font: 11 pt
	<p>Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.</p>				Formatted: Indent: Left: 0"
<p>Issue 9-53 Section 9.9 and subparts (UCCRE); 1.7.3 and subparts Phase out; Subloops - (4 of 4 Options)</p>	<p>PROPOSAL #4:</p> <p><u>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.</u></p> <p><u>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</u></p>		<p>Intentionally Left Blank</p>		Formatted: Left
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					<p>Deleted: Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.¶</p> <p>9.9.1 Description¶</p> <p>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.¶</p> <p>9.9.2 Terms and Conditions¶</p> <p>9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another ... [5]</p>
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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>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.</p> <p>Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.</p> <p>9.9.1 Description</p> <p>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</p>			<p>Formatted: Font: 11 pt</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Left, Space After: 0 pt</p> <p>Formatted: Font: (Default) Times New Roman, 11 pt</p> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Left, Indent: Left: 0", Space Before: 0 pt, After: 0 pt, Tabs: 1", Left</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.</u></p> <p>9.9.2 Terms and Conditions</p> <p><u>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.</u></p> <p><u>9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished</u></p>			

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>through two methods: Dial Up or Attendant Access.</p> <p><u>9.9.2.2.1 Dial Up Access.</u> 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.</p> <p><u>9.9.2.2.2 Attendant Access.</u> When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.</p> <p><u>9.9.3 Rate Elements</u></p> <p><u>9.9.3.1 Recurring rate elements</u> include:</p> <p><u>9.9.3.1.1 DS1 Port;</u></p> <p><u>9.9.3.1.2 DS3 Port;</u></p> <p><u>9.9.3.1.3 Dial Up Access; and</u></p> <p><u>9.9.3.1.4 Attendant Access.</u></p> <p><u>9.9.3.2 Nonrecurring rate elements</u> include:</p> <p><u>9.9.3.2.1 DS1 Port;</u></p> <p><u>9.9.3.2.2 DS3 Port; and</u></p> <p><u>9.9.3.2.3 Virtual Ports.</u></p> <p><u>9.9.4 Ordering Process</u></p> <p><u>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 -</u></p>			<p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Font: (Default) Times New Roman, 11 pt</p> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Left, Indent: Left: 0", Space Before: 0 pt, After: 0 pt, Tabs: 1.02", Left</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Font: (Default) Times New Roman, 11 pt</p> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Left, Indent: Left: 0", Space Before: 0 pt, After: 0 pt, Tabs: 1", Left</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#/ ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>UDIT Section. UCCRE is ordered via the ASR process.</u> <u>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></p>			
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Issue 9-54 (a) Intentionally Left Blank				
LOOP – TRANS- PORT COMBINA- TIONS				
Issue 9-55 Sections	<p>9.23.4 <u>Loop-Transport Combinations: Enhanced Extended Links (EELs),</u></p>		<p>9.23.4 <u>Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs</u></p>	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
<p>9.23.4, 9.23.4.4; 9.23.4.4.1; 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 Combinations of Loops and Transport – Terms</p>	<p>Commingled EELs, and High Capacity EELs</p> <p>PROPOSAL #1: <u>Loop-Transport Combination – For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport 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</u></p>		<p>When a UNE circuit is commingled with a non-UNE circuit, the rates, terms and conditions of the ICA will apply to the UNE circuit (including the Commission jurisdiction) and the non-UNE circuit will be governed by the rates, terms and conditions of the appropriate Tariff.</p>	<p>Formatted: Font: Times New Roman</p> <p>Formatted: Font: Times New Roman, Bold</p> <p>Formatted: Centered</p> <p>Formatted: Centered</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>alternative service arrangement, as further described in Section 24.1.2.1.</u></p> <p>PROPOSAL #2:</p> <p><u>Loop-Transport Combination – For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport 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 component(s) of any Commingled arrangement is governed by the applicable terms of this Agreement. The other component(s) of any</u></p>		<p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a loop-transport Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a loop-transport Combination (either EEL or 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.</p> <p>...</p> <p>9.23.4.4 Additional Terms for EELs</p> <p>...</p> <p>9.23.4.4.1 EELs may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, 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.</p>	<p>Deleted: L</p> <p>Deleted: T</p> <p>Formatted: Right: -0.01"</p> <p>Deleted: L</p> <p>Deleted: T</p> <p>Formatted: Left</p> <p>Deleted: UNE Components of Loop Transport Combinations</p> <p>Formatted: Left</p> <p>Deleted: and Commingled EELs</p> <p>Deleted: and Commingled EELs</p> <p>Formatted: Font: 11 pt</p>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p data-bbox="218 272 590 505">multiplexing is requested, EELs and <u>Commingled EELs</u> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.</p> <p data-bbox="218 532 554 618">9.23.4.5 Ordering Process for <u>UNE Components of Loop Transport Combinations</u></p> <p data-bbox="218 651 590 878">9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p data-bbox="218 911 569 997">9.23.4.6 Rate Elements for <u>UNE Components of Loop Transport Combinations</u></p>			
SERVICE ELIGIBILITY CRITERIA				

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE	
- AUDITS			
Issue 9-56 Sections 9.23.4.3.1.1; See subpart to Issue 9-56 (a) for related issues in 9.23.4.3.1.1.1 Service Eligibility Criteria – Audits - Concern	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2, <u>when Qwest has a concern that CLEC has not met the Service Eligibility Criteria.</u>	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2.	<div style="border: 1px solid black; padding: 2px;">Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left, Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left, Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px;">Deleted: .</div> <div style="border: 1px solid black; padding: 2px;">Deleted: .</div> <div style="border: 1px solid black; padding: 2px;">Deleted: when Qwest has a concern that CLEC has not met the Service Eligibility Criteria.</div>
Issue 9-56 (a) Section 9.23.4.3.1.1.1 Service Eligibility Criteria – Audits - Notice	9.23.4.3.1.1.1.1 The written notice <u>shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest's concern.</u>		<div style="border: 1px solid black; padding: 2px;">Formatted: Left, Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px;">Deleted: 9.23.4.3.1.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest's concern. ¶</div> <div style="border: 1px solid black; padding: 2px;">Formatted</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Font: 11 pt</div>
Sections 9.23.4.4 &			Formatted: Centered

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
9.23.4.4.1 – <i>See Issue 9-55 (Sections 9.23.4, 9.23.4.5.1) above</i>				
Section 9.23.9.4.3 – <i>See Issue 1-1 (Section 1.7.2) above & Issue 9-61 (Section 9.23.9) below</i>				
Issue 9-57 Intentionally Left Blank				
COMMINGLED EELS/ ARRANGEMENTS				
Issue 9-58 Sections 9.23.4.5.1, 9.23.4.5.1.1; <i>See subparts to Issue 9-58 (a)-(d) and 9-59 for related issues in 9.23.4.5.4,</i>	9.23.4.5.1 CLEC will submit orders for <u>Loop Transport Combinations</u> using the LSR process. Submission of LSRs is described in Section 12. 9.23.4.5.1.1 If any component of the <u>Loop-Transport Combination</u> is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that		9.23.4.5.1 CLEC will submit orders for <u>EELs</u> , using the LSR process. Submission of LSRs is described in Section 12. 9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs.	

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Commingled EELs

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
<p>9.23.4.5.6 (and subparts), 9.23.4.7 and subparts; 9.1.1.1.1 & 9.1.1.1.1.2</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements –</p> <p>ORDERING</p> <p>(For alternate proposal, see Section 9-59 below)</p>	<p>the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</p> <p>9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs, and Point-to-Point Commingled EELs. . . .</p>			
<p>Issue 9-58 (a)</p> <p>Sections 9.23.4.5.4</p> <p>Ordering, Billing, and Circuit ID for Commingled Arrangements</p> <p>CIRCUIT</p>	<p>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 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 Multiplexed Loop-Transport</p>		<p>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 Multiplexed EELs (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p>	<p>Formatted: Left, Space After: 0 pt</p> <p>Formatted: Left, Space After: 0 pt</p> <p>Deleted: 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.</p> <p>Deleted: Loop-Transport Combinations</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Body Text Indent 2</p> <p>Deleted: EELs</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		Formatted: Indent 4 Char1
ID [2 of 2 issues in Section 9.23.4.5.4; For 1 st issue (terminology), see (Issue 9-55 (Section 9.23.4.4.1) above)]	Combinations (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24. NOTE: For Eschelon’s alternative proposal (if single circuit ID is rejected), see Section 9.23.4.7 in subpart below.				Formatted: No underline, Font color: Auto Formatted: Left, Space Before: 0 pt, After: 0 pt Formatted: Left, Space Before: 0 pt, After: 0 pt Formatted: Font: 10 pt Formatted: Font: Bold Formatted: Font: Bold, Highlight
Issue 9-58 (b) Sections 9.23.4.6.6 (and subparts), Ordering, Billing, and Circuit ID for Commingled Arrangements – BILLING	<u>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).</u> NOTE: For Eschelon’s alternative proposal (if single BAN is rejected), see Section 9.23.4.6.6 below.		<u>9.23.4.6.6 For Commingling see Section 24.</u>		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 Nu... [7]
Issue 9-58 (c) Sections 9.23.4.6.6 (and subparts)	Eschelon’s proposed alternate language (if Qwest’s position on 9.23.4.6.6 is accepted in arbitration) <u>9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section</u>		SAME FOR BOTH PROPOSALS: <u>9.23.4.6.6 For Commingling, see Section 24.</u>		

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Ordering, Billing, and Circuit ID for Commingled Arrangements – BILLING (Alternate proposal to 9.23.4.6.6 in Issue 9-58(b))	<p>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:</p> <p>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;</p> <p>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);</p> <p>9.23.4.6.6.3 Each month, Qwest</p>			

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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</u></p> <p><u>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></p>			
<p>Issue 9-58 (d) Section 9.1.1.1.1 & 9.1.1.1.1.2 Ordering, Billing, and Circuit ID for Commingled Arrangements OTHER ARRANGEMENTS</p>	<p><u>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:</u></p> <p><u>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and</u></p>			<p><u>9.1.1.1.1.1 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:¶</u></p> <p><u>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and 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.¶</u></p>

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¶

9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and 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.¶

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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.</u></p>			
<p>Issue 9-38(e) Sections 9.23.4.4.3.1 & 24.3.2; 9.1.1.1.1 & 9.1.1.1.1.1 Interval for Commingled Arrangements</p>	<p><u>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 being Commingled. See Section 24.1.2.1.</u></p> <p><u>24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled EELs.</u></p>		<p><u>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 tariffed component of the EEL see the applicable Tariff.</u></p>	<p>Deleted: 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 being Commingled. See Section 24.1.2.1.¶</p> <p>Deleted: 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:</p> <p>Deleted: ¶</p> <p>Deleted: 9.1.1.1.1.1 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.¶</p>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p><u>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:</u></p> <p><u>9.1.1.1.1.1 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.</u></p>			
Section 9.23.4.5.6 – See Issue 12-67 (Section 12.2.1.2) below				
Section 9.23.4.6.6 – See Issue 9-58 (Section 9.23.4.5.1.1) above				
Issue 9-59 (alternate) Sections 9.23.4.7 and	<p>Eschelon proposed alternate language (if Qwest’s position on 9.23.4.5.4 is accepted in arbitration)</p>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
subparts Ordering, Billing, and Circuit ID for Commingled Arrangements – CIRCUIT ID/ ALTER-NATE (Alternate proposal to 9.23.4.5.4 in Issue 9-58(a))	9.23.4.7 Maintenance and Repair for UNE Component of <u>Point-to-Point</u> Commingled EELs 9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, <u>so long as Qwest provides more than one circuit ID per Commingled EEL</u> , CLEC may provide <u>all circuit IDs</u> associated with the Commingled EEL in a single trouble report (<i>i.e.</i> , Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL). If CLEC is using CEMR to submit the trouble report, for example, CLEC <u>may</u> report one circuit ID, and include the other circuit ID in the remarks section (<u>unless the Parties agree to a different method</u>). Qwest will communicate a single trouble report tracking number (<i>i.e.</i> , the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.		9.23.4.7 Maintenance and Repair for UNE Component of Commingled EELs 9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, CLEC may provide <u>both circuit IDs</u> associated with the Commingled EEL in a single trouble report. If CLEC is using CEMR to submit the trouble report, for example, <u>the CLEC will first report one circuit ID (the circuit it believes has the trouble) and include the other circuit ID in the remarks section. 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.</u> 9.23.4.7.1.1 Intentionally Left Blank	<div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: Point-to-Point</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Left</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: so long as Qwest provides more than one circuit ID per Commingled EEL,</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: all</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: both</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: (<i>i.e.</i>, Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL).</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Formatted: Font: 11 pt, Italic</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: may</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (<i>i.e.</i>, the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported.</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: the</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: will first</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Deleted: (the circuit it believes has the trouble)</div> <div style="border: 1px solid black; padding: 2px;">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.</div>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>9.23.4.7.1.1 <u>If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.</u></p> <p>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 <u>both circuits</u> associated with the Commingled EEL. <u>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.</u></p>		<p>9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge <u>only if</u> Qwest dispatches and no trouble is found on <u>either</u> circuit associated with the Commingled EEL.</p>	<p>Deleted: (sometimes referred to as “No Trouble Found” charge)</p> <p>Deleted: both</p> <p>Deleted: s</p> <p>Deleted: 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</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Left</p> <p>Deleted: either</p>
Issue 9-60 Intentionally Left Blank				<p>Formatted: Font: Times New Roman</p> <p>Formatted: Indent 3</p> <p>Formatted: Centered</p> <p>Formatted: Centered</p> <p>Formatted: Font: Italic</p>
Section 9.23.6.2 – <i>See</i> Issue 9-61 (Section 9.23.9) <i>below</i>				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
MULTI- PLEXING (LOOP- MUX COMBINA- TIONS)				
Issue 9-61 Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1 st issue; see Section 9.23.2); 9.23.4.4.3; 9.23.6.2 Loop-Mux Combination (LMC) – Placement	Eschelon’s proposed placement = Place Loop-Mux Combinations in Section 9 (UNEs). 9.23.9 and subparts – all (see next row) 9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <u>Loop Mux Combinations</u> . and. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .		Qwest’s proposed placement = Place Loop-Mux Combinations in Section 24 (Commingling). 24.4.1 and subparts – all (see next row) 9.23.2 UNE Combinations Description and General Terms UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below). If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Space Before: 0 pt, After: 0 pt</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Font: 11 pt</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Deleted: and</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Deleted:</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Deleted: Loop Mux Combinations</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">← Formatted: Font: 11 pt</div>
Issue 9-61 (a) Sections 9.23.9 and sub-parts;	Eschelon proposed modifications (9.23.9 and subparts): 9.23.9.1.1[24.4.1.1] Loop-Mux combination (LMC) is an unbundled Loop as defined in		NOTE: See Eschelon Proposed language for cross-references to Section 24. Section 24.4.1 contains Qwest’s corresponding language (without Eschelon’s proposed	<div style="border: 1px solid black; padding: 2px;">← Formatted: Centered</div>

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Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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24.4 and sub- parts; 9.23.2 ((2 of 2 issues; For 1 st issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2 Loop-Mux Combination (LMC) – LMC Loop versus LMC	Section 9.2 of this Agreement (referred to in this Section as an LMC Loop), <u>combined</u> with a DS1 or DS3 multiplexed facility with no interoffice transport. The multiplexed facility is provided as an Interconnection Tie Pair (ITP) from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center. 9.23.9.1.2 [24.4.1.2] LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation. 9.23.9.1.3 [24.4.1.3] Qwest offers the LMC as a Billing conversion or as new Provisioning. 9.23.9.2.1 [24.4.2.1] A <u>UNE</u> Extended Enhanced Loop (EEL) may be <u>combined</u> with the multiplexed facility.		modifications). The black text in Sections 9.23.9 and 24.4.1 is the same and is agreed upon subject to placement. The parties disagree as to the highlighted (red) language. The <u>red</u> modifications in the Eschelon language column are proposed by Eschelon, and Qwest disagrees. The parties also disagree as to placement (see previous issue).	<div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: Commingled</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: private line (PLT), or with a special access (SA), Tariffed</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: PLT/SA</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: either</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: or Expanded Interconnection Termination (EICT)</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Formatted: Space After: 0 pt</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: PLT/SA</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: Loop</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: n</div> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">Deleted: commingled</div> <div style="border: 1px solid black; padding: 2px;">Deleted: PLT/SA</div>

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Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE		
	9.23.9.2.2 [24.4.2.2] LMC will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.				<div data-bbox="1738 266 2062 302">Deleted: Loops</div> <div data-bbox="1738 302 2062 337">Formatted: Space After: 0 pt</div>
	9.23.9.2.3 [24.4.2.3] The DS1 or DS3 multiplexed facility must terminate in a Collocation.				<div data-bbox="1738 440 2062 475">Deleted: PLT/SA</div> <div data-bbox="1738 475 2062 511">Formatted: Space After: 0 pt</div>
	9.23.9.2.4 [[24.4.2.4] Intentionally Left Blank				Formatted: Space After: 0 pt
	9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC				<div data-bbox="1738 589 2062 693">Deleted: The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.</div> <div data-bbox="1738 693 2062 729">Formatted: Space After: 0 pt</div> <div data-bbox="1738 729 2062 764">Deleted: Loop</div>
	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 offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and				<div data-bbox="1738 849 2062 885">Deleted: Loop</div> <div data-bbox="1738 1112 2062 1148">Formatted: Font: Not Bold</div>

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>non-recurring charges will apply.</p> <p><u>9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:</u></p> <p><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.</u></p> <p><u>b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service.</u></p> <p><u>9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:</u></p> <p><u>a) Recurring Multiplexing Charge. The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.</u></p> <p><u>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</u></p>			

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Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	channels.			
	9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC are set forth in Exhibit A.			← Formatted: Space Before: 0 pt, After: 0 pt Deleted: Loop
	9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC.			← Formatted: Space Before: 0 pt, After: 0 pt Deleted: Loop
	9.23.9.4.1 [24.4.4.1] Ordering processes for LMC(s) are contained below and in Section 12 of this Agreement. Qwest will document its ordering processes in Qwest's Product Catalog (PCAT). The following is a high-level description of the ordering process:			← Formatted: Space Before: 0 pt, After: 0 pt Deleted: Loop
	9.23.9.4.1.1 [24.4.4.1] Step 1: Complete product questionnaire for LMC(s) with account team representative.			← Formatted: Space Before: 0 pt, After: 0 pt Deleted: Loop
	9.23.9.4.1.4 [24.4.4.1] Step 4:			← Formatted: Space Before: 0 pt, After: 0 pt

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Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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	<p>After account team notification, place LMC_v orders via an LSR.</p> <p>9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for first sentence] <u>For UNE 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.</u></p> <p>9.23.9.4.4 [24.4.4.4] Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC_v the 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_v the service interval will begin 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 (4th of July), Labor Day,</p>				<p>Deleted: Loop</p> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> <p>Formatted: Space Before: 0 pt, After: 0 pt</p> <p>Deleted: Loops</p> <p>Deleted: Loops</p>

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Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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	prior written consent of Qwest.			
Issue 9-61 (b) Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2; Exhibit C, Section 6.0 Loop-Mux Combination (LMC) – Intervals	<p>9.23.9.4.3 <u>Service intervals for LMC(s) are set forth in Exhibit C. For UNE 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.</u></p> <p>9.23.4.4.3 Installation intervals for <u>UNE Combinations</u> are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html</p> <p>9.23.6.2 Service intervals for each <u>UNE Combination</u>, are set forth in Exhibit C. For UNE 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.</p>		<p>24.4.4.3 <u>Standard service intervals for LMC Loops, in the Service Interval Guide (SIG) available at www.qwest.com/wholesale.</u></p> <p>9.23.4.4.3 Installation intervals for <u>EEL</u> are set forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address: http://www.qwest.com/carrier/guides/sig/index.html</p> <p>9.23.6.2 Service intervals for each <u>EEL</u> are set forth in Exhibit C. For UNE 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.</p> <p>Exhibit C:</p>	<ul style="list-style-type: none"> Deleted: Standard s Formatted: Space Before: 0 pt, After: 0 pt Formatted: Font: Not Bold Formatted: Centered Deleted: Loops Deleted: in the Service Interval Guide (SIG) available at Deleted: www.qwest.com/wholesale Deleted: (s) Deleted: are set forth in Exhibit C Deleted: For UNE 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. Formatted: Left, Space After: 0 pt Deleted: UNE Combinations Formatted: Left, Space After: 0 pt Deleted: EEL Formatted: Centered Deleted: UNE Combination Deleted: EEL Deleted: Loop Mux Combo (LMC)

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	Exhibit C: <u>Loop Mux Combo (LMC)</u>			
Issue 9-61(c) Exhibit A Section 9.23.6.1; 9.23.6.1.1; 9.23.6.1.2; 9.23.6.6; 9.23.6.6.1; 9.23.6.6.2; 9.23.6.6.2.1; 9.23.6.6.2.2 LMC Multiplexing	9.23.6.1 Interconnection Tie Pair <u>9.23.6.1.1 DS1 \$6.05 E</u> 9.23.6.1.1.1 Manual \$5.45 F, 13 <u>9.23.6.1.1.2 Mechanized \$5.45, F</u> 9.23.6.2.1 LMC 2 Wire Loop <u>Installation</u> 9.23.6.2.1.1 First \$118.21 <u>9.23.6.2.1.2 Each Addl \$86.68</u> 9.23.6.3.1 LMC 4-Wire Loop <u>Installation</u> 9.23.6.3.1.1 First \$118.12 <u>9.23.6.3.1.2 Each Add'l \$125.06</u> <u>9.23.6.6 LMC Multiplexing</u> 9.23.6.6.1 DS1 to DS0 <u>\$212.76 (rec); \$189.94 (NRC) E,12,Z</u> 9.23.6.6.2 DS3 to DS1 <u>\$203.54 (rec); \$189.94 (NRC) E,12,Z</u> <u>9.23.6.7 DS0 Channel Performance</u> 9.23.6.7.2 DS1/DS0 Low Side <u>Channelization \$7.09</u> 9.23.6.8 LMC Rearrangement 9.23.6.8.1 DS0 \$97.21 1 <u>9.23.6.8.2 High Capacity \$97.62 1</u>		9.23.6.1 Intentionally Left Blank 9.23.6.6 Intentionally Left Blank	<div data-bbox="1738 391 2062 440" style="border: 1px solid black; padding: 2px;"> Formatted: Underline, Font color: Red </div> <div data-bbox="1738 448 2062 480" style="border: 1px solid black; padding: 2px;"> Deleted: </div> <div data-bbox="1738 561 2062 610" style="border: 1px solid black; padding: 2px;"> Formatted: Underline, Font color: Red </div> <div data-bbox="1738 618 2062 667" style="border: 1px solid black; padding: 2px;"> Formatted: Underline, Font color: Red </div> <div data-bbox="1738 675 2062 708" style="border: 1px solid black; padding: 2px;"> Formatted: Font color: Red </div> <div data-bbox="1738 716 2062 748" style="border: 1px solid black; padding: 2px;"> Formatted: Normal </div> <div data-bbox="1738 797 2062 829" style="border: 1px solid black; padding: 2px;"> Formatted: Font color: Red </div> <div data-bbox="1738 854 2062 902" style="border: 1px solid black; padding: 2px;"> Formatted: Font: 9 pt, Font color: Red </div> <div data-bbox="1738 911 2062 943" style="border: 1px solid black; padding: 2px;"> Formatted: Font color: Red </div> <div data-bbox="1738 951 2062 1000" style="border: 1px solid black; padding: 2px;"> Formatted: Font: 9 pt, Font color: Red </div> <div data-bbox="1738 1008 2062 1057" style="border: 1px solid black; padding: 2px;"> Formatted: Underline, Font color: Red </div> <div data-bbox="1738 1105 2062 1138" style="border: 1px solid black; padding: 2px;"> Formatted: Font color: Red </div> <div data-bbox="1738 1146 2062 1195" style="border: 1px solid black; padding: 2px;"> Formatted: Underline, Font color: Red </div>

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Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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	<u>9.23.7.7.1 DS0 \$97.21 1</u> <u>9.23.7.7.2 High Capacity \$97.62 1</u>			
Issue 9-62 Intentionally Left Blank				
Issue 10-63 Intentionally Left Blank				
ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES				
Issue 12-64 Section 12.1.4, 12.1.4.1, 12.1.4.2, 12.1.4.2.1; 12.1.4.2.2 see subparts below for 12.1.4.2.3; 12.1.4.2.4; 12.1.4.2.5 and 12.1.4.2.6	<u>12.1.4 Root Cause Analysis and Acknowledgement of Mistakes</u> PROPOSAL #1 FOR 12.1.4.1: <u>12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of a mistake relating to products and services under this Agreement. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone</u>		12.1.4 Intentionally Left Blank	

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Acknowledge-ment of Mistakes	<p>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 before beginning the process of requesting Qwest acknowledgement of error.</p> <p>PROPOSAL #2 FOR 12.1.4.1:</p> <p>12.1.4.1 CLEC may make a written 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.</p>			

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	<p><u>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.</u></p> <p><u>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 error was not made by the other service provider.”</u></p> <p><u>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 raised by CLEC.</u></p>				<p>Formatted: Font: 11 pt</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Font: 11 pt</p> <p>Deleted: ¶</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Left, Indent: Left: 0", Pattern: Clear</p>
Issue 12-	<u>12.1.4.2.3 Written responses</u>		<u>Intentionally left Blank.</u>		

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.			
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Issue 12-66 Intentionally Left Blank				
EXPEDITE ORDERS				
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.	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>g) <u>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></p> <p>h) <u>Delayed orders with a future RFS date that meet any of the above described conditions;</u></p> <p>i) <u>National Security;</u></p> <p>j) <u>Business Classes of Service unable to dial 911 due to previous order activity; or</u></p> <p>k) <u>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 critically affected.</u></p>			
Issue 12-67(a) Section	<p><u>PROPOSAL #2:</u></p> <p><u>12.2.1.2.1 Notwithstanding any other provision of this Agreement,</u></p>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
12.2.1.2.1 Expedited Orders – Emergencies (2 of 4 Options)	<u>for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such 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 order.</u>			
Issue 12-67(a) Section 12.2.1.2.1 Expedited Orders – Emergencies (3 of 4 Options)	PROPOSAL #3: <u>12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if resources are available and one or more of the following conditions are met:</u> ¹¹			
Issue 12-67(a)	PROPOSAL #4: <u>12.2.1.2.1 Notwithstanding any</u>			

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¹¹ Without the darker gray shading, this is Eschelon’s proposal #1 for Issue 12-67(a).

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Section 12.2.1.2.1 Expedited Orders – Emergencies (4 of 4 Options)	<u>other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such 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 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.</u> ¹²			
Issue 12-67(b) Section 12.2.1.2.2 & Exhibit A Expedited	<u>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC’s expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</u>		<u>Exhibit A, Section 9.20.14: Qwest’s FCC Tariff No. 1 (footnote 1)</u>	<div data-bbox="1738 886 2064 922" style="border: 1px solid black; padding: 2px;"> Formatted: Indent: Left: 0" </div> <div data-bbox="1738 927 2064 1078" style="border: 1px solid black; padding: 2px;"> Deleted: 12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC’s expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest. ¶ </div>

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
			<p><u>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.</u></p>	
<p>Issue 12-67 (e) Section 9.23.4.5.6 Expedited Orders – Combina- tions</p>	<p><u>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</u></p>			
<p>Issue 12-67 (f) Section 7.3.5.2 and subparts Expedited Orders – Trunk orders 2 options</p>	<p>PROPOSAL #1:</p> <p>7.3.5.2 Expedite requests for <u>Interconnection</u> trunk orders are allowed.</p> <p>7.3.5.2.1 CLEC will request an expedite for <u>Interconnection</u> trunks on an <u>Access Service Request</u> (ASR).</p> <p>7.3.5.2.2 The request for expedite will be allowed only when the</p>		<p>SAME FOR BOTH PROPOSALS:</p> <p>7.3.5.2 Expedite requests for <u>LIS</u> trunk orders are allowed. <u>Expedites are requests for intervals 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 Exhibit A apply per order for every day that the Due Date interval is shortened,</u></p>	<p>Deleted: 9.23.4.5.6 For expedited orders, see Section 12.2.1.2.4</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Normal, Tabs: Not at 1.25"</p> <p>Formatted: Font: 11 pt</p> <p>Formatted: Font: Times New Roman</p> <p>Formatted: Font: Times New Roman</p> <p>Formatted: Left, Indent: Left: 0"</p> <p>Formatted: Left, Indent: Left: 0"</p> <p>Deleted: LIS</p> <p>Deleted: Interconnection</p> <p>Deleted: Expedites are requests for intervals 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 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.</p> <p>Deleted: LIS</p> <p>Deleted: , including an expedited Due Date,</p> <p>Deleted: the</p>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>request meets the criteria outlined in <u>Section 12.2.1.2.2</u>.</p> <p>PROPOSAL #2:</p> <p><u>7.3.5.2 For expedites, see Section 12.2.1.2</u></p>		<p><u>based on the standard interval in the SIG or based on ICB criteria for Due Dates.</u></p> <p>7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).</p> <p>7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in <u>the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.</u></p>	<p>Deleted: the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site</p> <p>Deleted: ¶</p> <p>Formatted: Font: Times New Roman</p> <p>Formatted: Font: (Default) Times New Roman</p> <p>Formatted: Font: Not Bold, Not Highlight</p> <p>Deleted: Interconnection</p> <p>Deleted: an</p> <p>Deleted: Section 12.2.1.2.2</p>
<p>Issue 12-67 (g)</p> <p>Exhibit A Section 9.20.14</p> <p>Expedite Charge</p>	<p>9.20.14 Expedite Charge \$100 <u>1</u></p>		<p>9.20.14 Expedite Charge <u>ICB 3,5</u></p>	<p>Formatted: Tabs: Not at 1.25"</p> <p>Formatted: Font: Not Bold, Not Highlight</p> <p>Formatted: Font: Not Bold</p> <p>Formatted: Not Highlight</p> <p>Formatted: Font: Not Bold, Not Highlight</p>
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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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JEOPAR- DIES				
Issue 12-71 Section 12.2.7.2.4.4 Jeopardy (1 of 2 Options)	PROPOSAL #1: <u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).</u>		SAME FOR BOTH PROPOSALS: <u>12.2.7.2.4.4 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.</u>	<div style="border: 1px solid black; padding: 2px;">Formatted: Centered</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Left</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Font: 11 pt</div>
Issue 12-71 Section 12.2.7.2.4.4 Jeopardy (2 of 2 Options)	PROPOSAL #2: <u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR). Nothing in this Section 12.2.7.2.4.4 modifies the Performance Indicator Definitions (PIDs) set forth in Exhibit B and Attachments 1 and 2 to Exhibit K of this Agreement.</u>			<div style="border: 1px solid black; padding: 2px;">Formatted: Normal, Indent: Left: 2"</div> <div style="border: 1px solid black; padding: 2px;">Formatted: Font: Times New Roman</div> <div style="border: 1px solid black; padding: 2px;">Formatted: JVV6, Tabs: 2.5", Left</div>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³	QWEST PROPOSED LANGUAGE
<p>Issue 12-72</p> <p>Section 12.2.7.2.4.4.1</p> <p>Jeopardy Classification</p>	<p><u>12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when Qwest has tested the service to meet all testing 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.</u></p>	<p><u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u></p>
<p>Issue 12-73</p>	<p><u>12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not</u></p>	<p><u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s</u></p>

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Section 12.2.7.2.4.4.2 Jeopardy Correction	caused by CLEC, Qwest will <u>correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.</u>		<u>documentation, available on Qwest's wholesale web site.</u>	
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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
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Issue 12-87 Section 12.6.9.4 Controlled Production (1 of 2 Options)	PROPOSAL #1: 12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of 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 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		SAME FOR BOTH PROPOSALS: 12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of 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 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	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	orders and will be provisioned. Controlled production is not required <u>for recertification, unless the Parties agree otherwise.</u> Recertification does not include new implementations such as new products and/or activity types.		orders and will be provisioned. Controlled production is not required <u>for features or products that the CLEC does not plan on ordering.</u> Recertification does not include new implementations such as new products and/or activity types.	
Issue 12-87 Section 12.6.9.4 Controlled Production (2 of 2 Options)	PROPOSAL #2: 12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production <u>for new implementations, such as new products, and as otherwise mutually agreed by the Parties.</u> The controlled production process is designed to validate the ability of 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			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED 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 orders and will be provisioned.			
Issue 21-87A Intentionally Left Blank				
RATES FOR SERVICES				
Issue 22-88 Section 22.1.1 Rates in Exhibit A	22.1.1 The rates in Exhibit A apply to the services provided pursuant to this Agreement.		22.1.1 The rates in Exhibit A apply to the services by Qwest to CLEC provided pursuant to this Agreement.	
Issue 22-88 (a) Section Exhibit A – Section 7.11	Oregon Access Services Tariff		Qwest's Oregon Access Services Tariff	
Issue 22-89 Section 22.4.1.3 Request for	22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to		22.4.1.3 Intentionally Left Blank	

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**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Cost Proceeding	<u>replace an Interim Rate.</u>			
Section 22.4.1.2 See Issue 2-3 above				
UN-APPROVED RATES				
Issue 22-90 Section 22.6.1 See subparts (a) - (g) below for related issues in 22.6.1.1, & Exhibit A Unapproved Rates	22.6.1 Qwest shall obtain <u>Commission approval before charging for a UNE or process that it previously offered without charge.</u> If Qwest offers a <u>new</u> Section 251 product or service or <u>one that was previously offered with a charge</u> 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 the Parties agree in writing upon a negotiated rate <u>(in which case Qwest shall file the negotiated rate</u>		22.6.1 If Qwest offers a 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 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 or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the	

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Deleted: for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate,

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission. If the Parties do not agree upon a negotiated rate and the Commission does not establish an Interim Rate for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p> <p>22.6.1.1 For a UNE or process that Qwest previously offered without 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</p>		<p>Qwest proposed rate (including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p> <p>22.6.1.1 If the Parties do not agree on a negotiated 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 the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision the products and 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.</p>	<div data-bbox="1738 415 2064 527" style="border: 1px solid black; padding: 2px;"> <p>Deleted: For a UNE or process that Qwest previously offered without charge, the rates in Exhibit A do not apply until Qwest obtains Commission approval or the Parties agree to a negotiated rate.</p> </div> <div data-bbox="1738 540 2064 589" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Left, Indent: Left: 0", Pattern: Clear</p> </div> <div data-bbox="1738 623 2064 688" style="border: 1px solid black; padding: 2px;"> <p>Deleted: for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate,</p> </div> <div data-bbox="1738 701 2064 725" style="border: 1px solid black; padding: 2px;"> <p>Deleted: such</p> </div> <div data-bbox="1738 1003 2064 1052" style="border: 1px solid black; padding: 2px;"> <p>Formatted: Left, Indent: Left: 0", Pattern: Clear</p> </div>

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
	<p>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 <u>for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate</u>, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision <u>such</u> products and 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.</p>			<p>Deleted: the</p> <p>Formatted: Font: 11 pt, Bold</p> <p>Formatted: Left, Pattern: Clear</p> <p>Formatted: Font: 11 pt</p>
<p>Issue 22-90 (a) Section 22.4.1.1 Cross Reference</p>	<p>22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates (“Interim Rates”) by the Parties, applicable <u>only</u> as described in Section 22.6.</p>		<p>22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates (“Interim Rates”) by the Parties, applicable <u>until changed by agreement of the Parties or by order of the Commission.</u></p>	<p>Deleted: only as described in Section 22.6</p> <p>Deleted:</p> <p>Deleted: until changed by agreement of the Parties or by order of the Commission</p>
<p>Issue 22-</p>	<p>8.1.1.2 Cable Augment Quote</p>			

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Space option Administration Fee				
Issue 22-90 (i) Intentionally Left Blank				
Issue 22-90(j) Exhibit A Section 8.1.16 Joint Inventory Visit Fee	8.1.16 Joint Inventory Visit Fee, per Visit <u>\$1610.12</u>			
Issue 22-90(k) Exhibit A Section 8.2.1.1 Virtual Collocation Quote Preparation Fee	8.2.1.1 Quote Preparation Fee <u>\$2317.79</u>			

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Issue 22-90(l) Exhibit A Sections 8.3.1.1; 8.4.1.1; 8.15.4.1 and 8.15.4.2 Collocation Quote Preparation Fee	8.3.1.1 Quote Preparation Fee <u>\$2317.79</u> 8.4.1.1 Quote Preparation Fee <u>\$2317.79</u> 8.15.4.1 Cageless (uses rate from 8.3.1.1) <u>\$2317.79</u> 8.15.4.2 Caged (uses rate from 8.4.1.1) <u>\$2317.79</u>			
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 Exhibit A Section 8.4 and subparts	8.4.2.4.1 Cage: Up to 100 Sq. Ft. <u>\$41.60</u> <u>\$26168.10</u> 8.4.2.4.2 Cage: 101 to 200 Sq. Ft. <u>\$51.08</u> <u>\$27852.73</u> 8.4.2.4.3 Cage: 201 to 300 Sq. Ft. <u>\$54.27</u> <u>\$29650.53</u> 8.4.2.4.4 Cage: 301 to 400 Sq. Ft. <u>\$58.09</u> <u>\$31797.64</u>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
– Caged Physical Collocation/ Collocation Available Inventory				
Issue 22-90(n) 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 Remote Collocation	8.6.1.2 FDI Terminations, per 25 Pair <u>\$506.92</u> 8.6.1.2.2 FDI Terminations, per 25 Pair (uses rates from 8.6.1.2) <u>\$506.92</u>			
Issue 22- 90(o) Exhibit A Section 8.7.2.1; 8.7.2.2 and 8.7.2.3 CLEC-CLEC	8.7.2.1 DS0, per foot <u>\$0.148</u> 8.7.2.2 DS1, per foot <u>\$0.158</u> 8.7.2.3 DS3, per foot <u>\$0.135</u>			

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Connected (FC) Collocation	<u>\$850.15</u>			
Issue 22- 90(t) Exhibit A Section 8.13 and subparts DC Power Reduction/ Power Restoration	8.13.1.1 Quote Preparation Fee <u>\$411.00</u> 8.13.1.2 Power Reduction: Less Than 60 Amps <u>\$346.00</u> 8.13.1.3 Power Reduction: Equal to 60 Amps <u>\$346.00</u> 8.13.1.4 Power Reduction: Greater Than 60 Amps <u>\$587.00</u> 8.13.1.5 Power Off <u>\$587.00</u> 8.13.1.6 Battery Distribution Fuse Board (BDFB) Rent <u>\$37.00</u> 8.13.2.1 Quote Preparation Fee (QPF), per Office <u>\$411.00</u> 8.13.2.2.1.1 Less Than 60 Amps <u>\$346.00</u> 8.13.2.2.1.2 Equal To 60 Amps <u>\$346.00</u> 8.13.2.2.1.3 Greater Than 60 Amps <u>\$587.00</u>			

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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- 90(y) Exhibit A Section 9.2.8 Private Line/Special Access to Unbundled Loop Conversion	9.2.8 Private Line/Special Access to Unbundled Loop Conversion <u>\$16.72</u>			
Issue 22- 90(z) Exhibit A Sections 9.3.3.1.1; 9.3.3.2 9.3.3.3 and subparts; 9.3.3.4 and subparts ;	9.3.3.1.1 Manual Footnote <u>1</u> , 13 9.3.3.2 Mechanized Footnote <u>1</u> <u>9.3.3.3 Dispatch First</u> <u>9.3.3.3.1 Manual \$43.48</u> <u>Footnote C, 13</u> <u>9.3.3.3.2 Mechanized \$32.37</u> <u>Footnote C</u>			

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

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

**Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775**

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Unbundled Dark Fiber (UDF) 	9.7.4.1.2 Order Charge, Each Additional Strand/Route/Order <u>\$187.08</u> 9.7.5.1.1 Order Charge, per First Pair/Route/Order <u>\$373.22</u> 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 <u>\$4.01</u> 9.7.4.1.5 Fiber Cross-Connect, per Strand <u>\$1.84</u> <u>\$11.65</u> 9.7.5.1.5 Fiber Cross-Connect, per Pair <u>\$3.55</u> <u>\$11.65</u> 9.7.6 Dark Fiber Splice <u>\$565.67</u>			
Issue 22- 90(ad) Exhibit A Section 9.20 and subparts Miscellaneous Charges 	9.20.1.1 Additional Engineering – Basic <u>\$30.91</u> 9.20.1.2 Additional Engineering – Overtime <u>\$38.22</u> 9.20.2.1 Additional Labor Installation – Overtime <u>\$8.89</u> 9.20.2.2 Additional Labor Installation – Premium <u>\$17.57</u> 9.20.3.1 Additional Labor Other – (Optional Testing) Basic <u>\$26.94</u>			

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

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

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Issue 22-90 (ad) Section 9.23.7; 9.23.7.11.1; 9.23.7.11.2 and subparts EELs	9.23.7.1.1.1 First <u>\$117.98</u> 9.23.7.1.1.2 Each Additional <u>\$86.40</u> 9.23.7.2.1.1 First <u>\$117.98</u> 9.23.7.2.1.2 Each Additional <u>\$86.40</u> 9.23.7.3.1.1 First <u>\$140.02</u> 9.23.7.3.1.2 Each Additional <u>\$103.65</u> 9.23.7.4.1.1 First <u>\$148.53</u> 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 <u>\$7.09</u> 9.6.7.1 DS0 Low Side Channelization <u>\$10.89</u>			
Issue 22-90 (ae) Exhibit A Sections 10.7.12; 10.7.12.1	10.7.12 Innerduct Occupancy Fee, per Linerar Foot, per Year <u>\$0.3102</u> 10.7.12.1 Microduct Occupancy Fee, per Microduct, per Foot, per Year <u>\$0.2645</u>			

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue# ¹ Section# ²	ESCHELON PROPOSED LANGUAGE ³		QWEST PROPOSED LANGUAGE	
Innerduct/ Microduct Occupancy Fee				
Issue 24-91 Intentionally Left Blank		▲-----	-----	-----
Issue 24-92 Intentionally Left Blank		▲-----	-----	-----
Section 24.3.2 – <i>See</i> Issue 9-58(e) (Section 9.23.4.4.3.1) <i>above</i>		-----	-----	-----
Section 24.4 and subparts – <i>See</i> Issue 9- 61 (Section 9.23.9) <i>above</i>		-----	-----	-----
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				

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Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
8.1.2.4 - <i>see</i> Issue 22- 90(c) <i>above</i>				
Exhibit A Section 8.1.5 and subparts <i>see Issue 22- 90 (d) above</i>				
Exhibit A Section 8.1.8 and subparts <i>see Issue 22- 90(e) above</i>				
Exhibit A Section 8.1.9.2 <i>see</i> Issue 22- 90(f) <i>above</i>				
Exhibit A Section 8.1.12 <i>see</i> Issue 22- 90(g) <i>above</i>				
Exhibit A Section 8.1.14 <i>see</i> Issue 22- 90(h) <i>above</i>				
Exhibit A Section 8.1.16 <i>see</i>				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Issue 22-90(j) <i>above</i>				
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 <i>see</i> Issue 22-90(l) <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 <i>see</i> Issue 22-90(n) <i>above</i>				
Exhibit A Section 8.7.2.1; 8.7.2.2; 8.7.2.3 <i>see</i> Issue 22-90(o) <i>above</i>				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Exhibit A Sections 8.7.3.1; 8.7.3.2 and 8.7.3.3 <i>see</i> Issue 22-90 (p) <i>above</i>				
Exhibit A Section 8.7.4 <i>See</i> Issue 22- 90(q) <i>above</i>				
Exhibit A Section 8.8 and subparts <i>see</i> Issue 22- 90(r) <i>above</i>				
Exhibit A Section 8.12 and subparts <i>see</i> Issue 22- 90(s) <i>above</i>				
Exhibit A Section 8.13 and subparts <i>see</i> Issue 22- 90(t) <i>above</i>				
Exhibit A Section 8.15.2 and subparts <i>see</i> Issue 22-				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
90(u) <i>above</i>				
Exhibit A Section 8.16 and subparts <i>see</i> Issue 22- 90(v) <i>above</i>				
Exhibit A Section 8.17.1; 8.17.2 <i>see</i> Issue 22- 90(w) <i>above</i>				
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 <i>see</i> Section 22-90(x) <i>above</i>				
Exhibit A Section 9.2.8 <i>See</i> Issue 22- 90(y) <i>above</i>				
Exhibit A Section 9.3.3.1.1; 9.3.3.2; 9.3.3.3 and				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
subparts and 9.3.3.4 and subparts <i>see</i> 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 <i>See</i> Issue 22- 90(z) <i>above</i>				
Exhibit A Section 9.7 and subparts <i>see</i> Issue 22- 90(aa) <i>above</i>				
Exhibit A Section 9.20.1 through 9.20.10 <i>see</i> Issue 22-90 (ab) <i>above</i>				
Exhibit A Section 9.20.11 <i>see</i> Issue 4-5(c) <i>above</i>				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Exhibit A Section 9.20.12 <i>see</i> Issue 12- 67(g) <i>above</i>				
Exhibit A Section 9.23.7 <i>see</i> Issue 22-90 (ac) <i>above</i>				
For Exhibit A, Section 9.20.11 and subparts – <i>see</i> – Issue 4- 5(c) <i>above</i>				
For Exhibit A, Section 9.20.12 – <i>see</i> – Issue 12-67 (g)				
For Exhibit A, Section 9.23.7. and subparts – <i>see</i> – (Issue 9-61 (c) (Sections 9.23.9 [24.4.] of ICA) <i>above</i>				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
Exhibit A; Sections 10.7.12; 10.7.12.1 – see Issue 22- 90(ad) <i>above</i>				
EXHIBIT C				
Exhibit C, 2.0 Rearrangeme nt – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
Exhibit C,6.0– <i>See</i> Issue 9-61 (Sections 9.23.9 [24.4] of ICA) <i>above</i>				
Exhibit C, 9.0 (LIS Trunking) – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
EXHIBIT I				
Exhibit I – <i>See</i> Issue 1-1				

Oregon Disputed Issues List – Updated October 5, 2007
Eschelon/Qwest ICA Negotiations Docket Number ARB 775

Issue#¹ Section#²	ESCHELON PROPOSED LANGUAGE³		QWEST PROPOSED LANGUAGE	
(Section 1.7.2 of ICA) <i>above</i>				
EXHIBITS N & O				
Exhibits N & O – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				

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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

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),

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
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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.

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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.

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Eschelon Proposal

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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 is 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

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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.

TESTIMONY MAP -
ISSUES BY SUBJECT MATTER – OREGON
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

QWEST 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)

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

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 ¶¶21-22

Transcript Pages: None

Other Exhibit (not pre-filed): None

QWEST 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:

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

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

QWEST 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

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit I, Section 3

Pre-Filed Testimony:

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

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 (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

QWEST 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:

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

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

QWEST 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

QWEST 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

QWEST 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

QWEST 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

QWEST 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

➤ 5-7 COLLECTIVELY: “PAYMENT AND DEPOSIT”

5. DISCONTINUATION OF ORDER PROCESSING AND DISCONNECTION – ISSUES 5-6 and 5-7 and subpart

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

QWEST 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:

Qwest/34, 35

Transcript Pages:

Other Exhibit (not pre-filed): None

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

QWEST 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

QWEST 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:

Qwest/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 – 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 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

QWEST 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

QWEST 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

QWEST 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

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(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

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), 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 – Denney Surrebuttal (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

QWEST 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; 9.23.4.4.1; 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 9.23.43.1.1.1.1

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

QWEST 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 & 9.1.1.1.2

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

QWEST 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

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:

Qwest/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

QWEST EVIDENCE

Q – Proposed Language:

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

Pre-Filed Testimony:

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

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 (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

QWEST EVIDENCE

Q – Proposed Language:

ICA Exhibit A

Pre-Filed Testimony:

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

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

QWEST 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:

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. 31-34
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

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

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:

Qwest/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

QWEST 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

QWEST 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)

Other Exhibit (not pre-filed): None

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

QWEST 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

QWEST 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:

Qwest/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 (PSOs) - 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

QWEST 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 12-72: 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

QWEST 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

QWEST 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 – Johnson Direct (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 –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), 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

QWEST 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

QWEST 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

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. 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

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(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

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(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)

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

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(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

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(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

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(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

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(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:

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(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

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. 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)

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(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(?))

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(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

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. 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.

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:

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.

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(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:

Qwest/17, pp. 7-8, 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(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.

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. 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

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. 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

➤ *Exhibit A – See Issue 22-90(a) through (ae) above*