

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

ATTACHMENT C & MULTI-STATE DRAFT

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

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

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

STATE SPECIFIC - ARIZONA

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

STATE SPECIFIC - COLORADO

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

STATE SPECIFIC - MINNESOTA

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

STATE SPECIFIC - OREGON

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

STATE SPECIFIC - UTAH

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

STATE SPECIFIC - WASHINGTON

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

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

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

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

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

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

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

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

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

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

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

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

9.1.13.4.1.2.2 For Caps:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9.1.14.4.1.3 The 115% rate described in Sections 9.1.14.4.1.1 and 9.1.14.4.1.2 will be applied to CLEC bills on the following bill cycle, and may be applied as a manual adjustment. Any manual bill adjustment for the time period for which the facilities were in place will be applied to each account based on the Billing Telephone Number (BTN) and/or Circuit (CKT) identification number per Billing Account Number (BAN) with an effective bill date as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.

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

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

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

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

9.1.14.5 If it is determined by CLEC and Qwest that CLEC's access to or use of UNEs exceeds the caps described in Sections 9.2 and 9.6.2.3, CLEC has thirty (30) Days to convert such UNEs to alternate service arrangements and CLEC is subject to back billing for the difference between rates for the UNEs and rates for the Qwest alternate service arrangements.

9.1.14.6 For each such facility converted from a UNE to an alternative service arrangement, Qwest will, for at least three (3) years from the effective date in the Wire Center Docket of the initial Commission-Approved Wire Center List, assess an effective net non-recurring charge of \$25 for each such facility converted from a UNE to an alternative service arrangement. Qwest may assess a non-recurring charge in excess of \$25, so long as Qwest provides a clearly identified lump sum

credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.

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

9.1.15 If CLEC has not converted or disconnected a UNE facility that the Parties agree, or it is determined in Dispute resolution that the facility, should be converted or disconnected by the end of the applicable transition period described in Sections 9.13 and 9.14, Qwest will convert facilities to month-to-month service arrangements in Qwest's FCC No. 1 Tariff or, for Dark Fiber facilities, begin the disconnect process after reasonable notice to CLEC sufficiently identifying the Dark Fiber facility(ies) to be disconnected. If such a facility is disconnected, the applicable disconnection charge in Exhibit A, if any, will apply. Qwest and CLEC will work together to identify impacted facilities.

9.1.15.1 If Qwest believes or asserts that a particular UNE's availability status has changed, Qwest shall notify CLEC of Qwest's claim and the basis for the claim and upon request, provide sufficient data to enable CLEC to identify and agree upon any impacted facility(ies). If the Parties do not reach agreement, Qwest must continue to provide the UNE to CLEC until the Dispute is resolved. See Section 9.1.14.

9.1.15.2 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the terms and conditions of this Section 9.1.15.2 will apply.

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

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

9.1.15.2.2 The Parties will complete the transition of facility(ies) using a seamless process that does not affect the End User Customer's perception of service quality. The Parties will establish and abide by any necessary operational procedures to ensure Customer service quality is not affected by conversions.