Wholesale: Products & Services

CMP

- General & Contact Information
- Calendars & Meeting Material
- Change Requests (CRs)
- Document Review
- Product/Process Archive
- Systems Archive
- Oversight Comm & Escalation/Disp
- Customer Notification Letter Archive (CNLA)

Open Product/Process CR PC072010-1 Detail

Title: Change in process in Minnesota for Non Loaded and ADSL Compatible Loops used to provide xDSL services

CR Number	Current Status Date	Area Impacted	Products Impacted
PC072010-1	Presented 7/21/2010	Pre-Ordering, Ordering, Billing, Mntnce/Repr, Prov	Loop

Originator: Mohr, Bob

Originator Company Name: Qwest Corporation

Owner: Mohr, Bob

Director:

CR PM: Lorence, Susan

Description Of Change

Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include:
- defined parameters for assignment of copper pairs

- assignment of the pair with the least amount of loss in the cross box

- new levels of conditioning (near and far bridge tap and remove all options)

- enhanced tests for specific types of NCI codes.

Expected Deliverables/Proposed Implementation Date is September 2010

Status History

Date	Action	Description
7/20/2010	CR Submitted	CR Submitted
7/20/2010	CR Acknowledged	CR Acknowledged
7/21/2010	Status Changed	Status Changed to Presented
7/21/2010	Discussed at Monthly CMP	Discussed at the July Prod/Proc CMP Meeting - See Attachment F in the Distribution Package

	Meeting	

Project Meetings

07/21/10 Product Process CMP Meeting Mark Nickell – Qwest presented this CR. Mark indicated Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include: defined parameters for assignment of copper pairs, assignment of the pair with the least amount of loss in the cross box, new levels of conditioning (near and far bridge tap and remove all options), enhanced tests for specific types of NCI codes. Mark identified that the expected deliverable date is September. Next steps are to provide redlined PCATS regarding proposed changes. Mark relayed this is an optional offering and that the initial target state is Minnesota.
Bonnie Johnson – Integra asked why this is Minnesota specific.

Mark Nickell – Qwest relayed that when we got to looking at the implementation, we ran into operational challenges and decided on a one state deployment initially to make sure that everything was going to work according to plan. Mark said Minnesota was the most likely choice due to service concerns there.

Bonnie Johnson – Integra said she was not sure that made sense. Bonnie asked if there are associated charges.

Mark Nickell – Qwest indicated that there would be additional charges. Mark relayed the product would be offered under an amendment which would include more specificity.

Mark Nickell – Qwest [7/29/10 - Comments to minutes received from Integra] said that there would be charges and it will require an amendment which will include more detail than usual.

Julia Redman-Carter – PAETEC asked how this ADSL product compared to the one that was grandfathered in 2007.

Mark Nickell – Qwest indicated that it is very close.

Julia Redman-Carter – PAETEC indicated that she would like to see (7/23/10 - Comments to minutes received from PAETEC) the details of how this ADSL product differs from the old grandfathered ADSL product. 7/27/10 NOTE: The grandfathered product is associated with CR PC121106-1 available on the CMP website at url http://www.qwest.com/wholesale/cmp/archive/CRPC121106-1.html. The grandfathered PCAT is available at http://www.qwest.com/wholesale/pcat/unloopadslcompatloop.html.

(7/23/10 - Comments to minutes received from PAETEC) Mark Nickell – Qwest committed to provide a comparison noting the differences between this ADSL product and the grandfathered ADSL product.

Bonnie Johnson – Integra indicated that they would take this back for internal review.

Mark Coyne – Qwest relayed that if we get this information, we will include it in the minutes for this meeting. If is not available by then, we will send out a notice. SEE 7/27/10 NOTE ABOVE.

From: Johnson, Bonnie J.
Sent: Friday, July 23, 2010 11:05 AM
To: 'Jim Hickle'; 'New Cr, Cmp'
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; Johnson, Bonnie J.
Subject: CR PC072010-1
Attachments: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied ; Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied ; Attachment K.xDSL Summary of Key Events.pdf; Attachment R. xDSL Summary- PAETEC.PDF; PC072010-1[1].pdf

Susan,

In response to your email yesterday, Integra and its entities (Integra) disagree with Qwest. Qwest cannot excuse a clear violation of the terms of the CMP Document by claiming it is ok because Qwest always violates it. The CMP Document states in Section 5.4.5.1 on page 45:

> Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:
>
> - Clarify the proposal with the CLECs
> - Confirm the disposition level of the Change (see below).
> - Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and **obtain agreement** for input approach
> - Confirm deadline, if change is mandated
> - Provide proposed implementation date, if applicable

See http://www.qwest.com/wholesale/cmp/ (emphasis added). This shows that it is Qwest's obligation to propose a suggested input approach. Qwest failed to do so, and clearly Qwest failed to obtain agreement.

Qwest is also in violation of CMP because Qwest said at the CMP meeting that there would be rates associated with Qwest's changes, but rates and the application of rates are outside the scope of CMP and cannot be implemented via CMP. For example, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1) , Docket No. T-03406A-06-0257, the Commission said: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." If Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions.

Regarding the point raised by Jim Hickle of Velocity as to improper notice, there is support in the CMP Document for the notion that CLECs may raise issues by walk-on whereas Qwest cannot (for the simple reason that Qwest can control the timing of implementation of CLEC requests, while the reverse is not true and CLECs cannot control the timing of Qwest changes). The CMP Document refers to walk-on items as being originated by CLECs:

> "CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR . . ." Section 5.1.4, p. 30 (emphasis added).

Even assuming walk-ons are available to Qwest, Qwest should use judgment in, and have defensible reasons for, presenting issues as walk-ons. This is not an issue that arose suddenly so as to prevent Qwest from providing 14 calendar days notice. In fact, this issue has been through CMP twice before, and on both occasions Qwest denied CLECs' requested resolution of the issues. (See CR #PC082808-1IGX; CR #PC020409 and, e.g., the enclosed documents.) Also enclosed are two chronologies that shed further light on events related to this issue over a number of *years*. The change is a Level 4 Change Request (CR). The CMP Document states in Section 5.4.5 on page 45: "Level 4 changes are defined

as changes that have **a major effect** on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and **provide CLECs an opportunity to have input into** the development of the change **prior** to implementation" (emphasis added). Yet, Qwest's Change Request (enclosed) is all of one paragraph long, and it simply lists topics with no information whatsoever about how Qwest's handling of these major issues will change. Qwest also provided no adequate, legitimate business reason why its Change Request is limited to Minnesota only, when Qwest's problem processes exist throughout its 14-state territory. It is impossible to provide input on something so short and ill defined.

Timing of events shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket). A Change Request properly submitted fourteen calendar days before the July 21, 2010 monthly CMP meeting would have been submitted on July 7, 2010. The day after, on July 8, 2010, Integra filed with the MN PUC, in the MN UNE Provisioning Docket, a Motion for Prehearing Conference in which Integra requested specifically that the first deadline to be scheduled should be for Qwest's overdue response to the Joint CLEC's 11/24/09 comments. (The MN ALJ then scheduled a prehearing conference for July 27, 2010.) The timing, combined with the fact that the Qwest CR is limited to MN-only, shows that Qwest simply threw together a wholly inadequate paragraph and walked it on during the CMP meeting to enable Qwest to argue for more delay in the docket because, according to Qwest, the issues are now being addressed in CMP. Jim Hickle of Velocity has already expressed, in his email below, his view of such tactics.

We disagree the issues are being addressed in any meaningful or proper way in CMP. As the ALJ found in the MN Qwest-Eschelon ICA Arbitration: "Eschelon has provided convincing evidence that the CMP process does not always provide CLECs with adequate protection from Qwest making important unilateral changes in the terms and conditions of interconnection." (MPUC P-5340,421/IC-06-768, Arbitrators' Report, ¶ 22). CLECs have already used CMP twice for these issues, and Qwest's Change Request serves no purpose but for Qwest to act unilaterally and cause further delay. It is no response to this to say that Qwest is claiming the changes are allegedly "optional," when the alternative is the current Qwest process which is already in violation of ICAs and federal law, as explained in detail in Joint CLECs' 11/24/09 MN comments and attachments.

Even assuming the issues go forward in CMP in this manner, Qwest has not provided any workable approach to proceeding in CMP for process and procedures that need changing throughout its territory. To the extent Qwest proposes an input approach at all in its email below (which does not meet the CMP Document requirement of presenting the proposal at a CMP Meeting), Qwest said that it is willing only to schedule "an ad hoc meeting prior to the notification and redlined documents being distributed" (emphasis added). Based on past experience, Qwest's reference to "redlined documents" refer to redlines to its own online Product Catalog (PCAT). Integra made a specific request to see Qwest's full proposals, including Qwest's proposed amendment, which Qwest ignores. At this point, CLECs have no idea if Qwest's proposed amendment referenced in by Qwest in CMP looks anything like the proposed amendments that CLECs in MN have already rejected in negotiations. CLECs cannot assess a proposal without knowing the associated proposed rates, which based on previous experience, Qwest provides not in the PCAT but in the amendment.

Qwest's email suggestion is not an "input approach," because CLECs can hardly provide input on proposed changes they have never seen. An ad hoc call, even assuming it occurs after Qwest's provides its proposed documentation, amendment, and rates, is also wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020

bjjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Friday, July 23, 2010 7:02 AM
To: 'New Cr, Cmp'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; gregory.merz@gpmlaw.com
Subject: RE: CR PC072010-1
Importance: High

Susan –

Thanks for the politically correct Qwest response, but I object to this type of "negotiation" tactic by Qwest. The introduction of this CR may be by the rules, but it does not pass the smell test in my mind and I believe it is not ethical and with ulterior motives. If Qwest is going to have some implementation challenges and that is why they chose to implement it in only one state on a trial basis that they choose another state because of the 1066 Docket and Investigation. This issue is important to us and I object to the way it was introduced. I feel like it was introduced under the radar without proper notification to all interested parties especially in light of the 1066 Investigation.

I formally request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net
4050 Olson Memorial Hwy, Suite 100
Golden Valley, MN 55422
Virtual Phone: (763) 222-1004
Virtual Fax: (763) 444-2541
eMail: jim.hickle@velocitytelephone.com

SOLUTIONS, SERVICE AND SAVINGS - *FAST!*

Velocity has introduced our NEW Virtual Office...Contact me for details today!

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Thursday, July 22, 2010 3:43 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com; 'cmpcr@qwest.com'; Coyne, Mark; Nickell, Mark
Subject: RE: CR PC072010-1

Bonnie,

Qwest followed the same approach as it has for other CRs. Once the originator has presented the CR, the originator asks if there are any questions. If there are none, Qwest typically relays the notice will be distributed with the proposed documentation updates.

In this instance, Mark Nickell presented the CR, took questions from the CLEC community, and relayed the redlined documents would be available soon. Mark Nickell responded to several CLEC questions in regard to the CR however no CLEC requested an ad hoc meeting to discuss this change in more detail. When Mark Coyne relayed the redlined documents would be made available via the notification, there was no disagreement on this proposal during the meeting. Qwest assumed this approach for gaining input to the change request was satisfactory. Typically, if an ad hoc meeting is required, it is requested by the CLEC community.

Qwest assumed agreement on this approach to gain input. If members of the CLEC community would prefer to have an ad hoc meeting prior to the notification and redlined documents being distributed, Qwest is certainly willing to schedule one.

Thank you,
Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Wednesday, July 21, 2010 11:57 AM
To: 'cmpcr@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com
Subject: CR PC072010-1

Mark/Qwest,

On today's CMP call, Qwest presented a Change Request (CR) that was not provided at least 14 calendar days before the meeting per CMP Document. Instead, Qwest presented the CR as a walk-on agenda item today. Per Section 5.4.5.1 of the CMP Document, when presenting any CR, Qwest must: "Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.) and obtain agreement for input approach" (emphasis added). Qwest did not propose an approach or obtain agreement.

The meetings or collaborative to provide input to Qwest's proposal will naturally be unproductive if CLECs do not have the terms upon which CLECs are to provide input. As I stated on the CMP call today, Integra will review Qwest's proposal and respond. We need to understand the proposal to provide meaningful input.

Integra and its entities (Integra) request that Qwest provide its proposed input approach to CLECs as required by Section 5.4.5.1, as well as Qwest's full proposal and proposed amendment, for CR # CR PC072010-1.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Johnson, Bonnie J.
Sent: Friday, April 03, 2009 1:54 PM
To: 'Cmp, Escalation'; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'; Johnson, Bonnie J.
Subject: RE: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied
Attachments: Escalation 45 Integra Position 04.03.09as senttoQwest.doc

I am attaching Integra's position statement.

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 27, 2009 5:21 PM
To: Johnson, Bonnie J.; 'brenda_bloemke@cable.comcast.com'; 'Cox, Rod'; 'jim.hickle@velocitytelephone.com'; 'julia.redman-carter@paetec.com'; 'allendm@att.com'; 'mmulkey@jagcom.net'; 'shelly.pedersen@twtelecom.com'
Cc: Isaacs, Kimberly D.; Lybarger, Dildine; Coyne, Mark; 'cmpesc@qwest.com'
Subject: Qwest Binding Response to Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Attached is the Qwest binding response to the escalation of PC082808-1IGXES Denied which was submitted March 20, 2009 and acknowledged by Qwest on March 23, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, March 20, 2009 4:54 PM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied

Enclosed is Integra's escalation regarding Qwest's denial of PC082808-1IGX.

Bonnie

Bonnie J. Johnson | Director Carrier Relations

| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

To: Qwest CMP
From: Integra and its Affiliates
Date: April 3, 2009
Subject: Position Statement, CR #PC082808-1IGXES

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 27, 2009 Binding Response in which Qwest denies Integra's CMP Escalation (Escalation #45) regarding Change Request (CR) PC082808-1IGXES, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. CLECs joining the escalation include Comcast, TDS Metrocom, Velocity Telephone, McLeodUSA Telecommunications Services, Inc. (d/b/a) PAETEC Business Services, AT&T, Jaguar Communications, and tw telecom inc. ("Joining CLECs"). Given that Qwest leaves much of the escalation unanswered (as discussed below), Integra incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

Qwest has tied any resolution of the issues (including repairs months or even years after installation) to its insistence on cooperative testing for every single xDSL capable loop installation (even when CLECs have a contractual right to basic installations at Commission-approved rates). Any suggestion that CLECs, and Integra "specifically," will not work and test cooperatively with Qwest because they disagree with Qwest's position is a myth. Integra has made it clear that it is fully willing to participate in joint testing when joint testing is actually needed (as opposed to 100% of installations). Of course Integra disagrees with Qwest's unyielding position that CLECs must conduct unnecessary testing and work in an inefficient manner. (See "Ongoing Economic Consequences to CLECs," Escalation #45, pp. 17-20.)

Qwest incorrectly claims that cooperative testing was "requested in the original CR." (Qwest Binding Response, ¶7) and apparently relies upon the word "test" in the CR's title as its basis for this erroneous claim (*id.* ¶2, placing the word "test" in bold and indicating emphasis was added). The title not only cannot in fairness be read in that manner [see, *e.g.*, use of "test" in 47 CFR §51.319(a)(1)(iii)(C)], but also Integra has expressly explained to Qwest on several occasions that Integra did not, and is not, requesting new or cooperative testing. (See, *e.g.*, Integra's February 4, 2009 CMP comments as to this CR, pp. 1-2.) The fact that Qwest continues to represent that Integra requested cooperative testing when it knows otherwise does not further resolution of the issues. As Integra has repeatedly explained, as to installations, Integra will hook up and then conduct its own testing, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.) As to repairs (whether immediately after installation or later), Integra is not requesting additional testing; it is only requesting that if testing is needed it be performed

per the appropriate performance parameters for that loop type consistent with industry standards (including those relating to NCI codes).

NCI Codes

Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. To the extent that Qwest has not implemented these codes, it needs to do so.

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

Qwest's obligation to comply with industry standards is a separate obligation, in addition to its obligation not to discriminate. For example, the Qwest-Eschelon ICAs in Minnesota, Oregon, Utah, and Washington, and the Qwest-Integra ICA in Minnesota specifically state in Section 12.4.3.5: "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with Telcordia's General Requirement Standards*** for Network Elements, Operations, Administration, Maintenance and Reliability ***and/or*** the applicable ***ANSI standard***." (See Escalation #45, pp. 4, 7 & 11.) Consistent with the position taken by Qwest in its Binding Response that ICA issues are not appropriate for CMP, Integra and Eschelon have previously raised the ICA provisions with Qwest's legal and ICA teams (as well as Qwest's service management team and executives). Those teams at Qwest, however, have also failed to respond to this specifically identified ICA provision. Integra will raise the ICA provisions with those Qwest teams once again. Irrespective of any ICA language, Qwest has not explained its position that Qwest need not comply with industry standards for NCI codes, even though its own documentation (quoted below) recognizes their significant function.

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs,

which are caused by Qwest, would be minimized or eliminated. (See, *e.g.*, Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes ***are used to determine the specifications of the facility*** you are ***ordering***. ***Each unique combination sends a different set of instructions to Qwest technicians***." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, ***depending on the Network Channel/Network Channel Interface (NC/NCI™) codes specified by you***." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)
>
> "Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable ***by the ANSI Standards***). . . . Qwest will remove Load Coils and/or interfering Bridged Tap for ***2-Wire*** and 4-Wire ***Non-Loaded Loops***, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services ***specified in the NC/NCI code combination*** will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc
>
> See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

Therefore, it is not as though Qwest was unaware of these industry standards or the intended purpose of the industry NCI codes. CLECs should not suffer the consequences of Qwest's choice to ignore those codes when developing its products and processes or costs, if any, to correct the problems resulting from that choice.

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, *e.g.*, already places the NC/NCI codes on orders, to the extent Qwest recognizes

the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

Qwest Policy of Restricting Testing to Voice Transmission Levels and Conducting Repairs Without Regard to Industry NCI Codes

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (*e.g.*, HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

Section 47 CFR §51.319(a)(1)(iii)(C) provides (with emphasis added): "Insofar as it is technically feasible, the incumbent LEC shall ***test and report troubles*** for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." (See Escalation #45, pp. 3, 4, 6, 10, 18, & 20.)

A policy change (with associated direction to and training of Qwest personnel) is required, as Qwest admits that its current policy is not to restore service:

> "[T]urning to the maintenance issue, once an xDSL loop has been provisioned, if Integra has been able to put HDSL on the loop, Qwest has no obligation to repair it to the standard that HDSL will continue to work." See Qwest Corporate Counsel April 1, 2009 letter to Integra.
>
> "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." See Qwest March 13, 2009 Denial of Integra's CMP Escalation re. CR PC020409-1EX; see also Qwest March 27, 2009 Denial (Binding Response) of escalation of this CR, p. 2 ("absent the obligation to provide an HDSL Capable Loop").

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

When CLECs order xDSL capable loops, Qwest does not assign the best (most qualified) loop for the type of loop ordered. In fact, Qwest previously directed Integra to order an ADSL loop when Integra desires working HDSL2 service (see Escalation #45, p.5), even though Qwest has since admitted that its earlier direction would create spectrum management issues (see 3/26/09 loop qualification ad hoc call minutes). Qwest is obligated by industry standards and in many cases by contract to comply with both the NC and NCI codes, but Qwest admits it does not comply with the NCI codes (see below). The solution to this problem does not require any additional testing at installation. As Qwest admits, for Qwest's retail DS1 service (which Qwest has admitted may be delivered using HDSL2 technology, see RVP email), Qwest assigns the "best loop" (Qwest Binding Response, Escalation #44, ¶5, p. 1), even though "Qwest does not perform this function [additional testing] for its own retail DS-1 provisioning processes" (both Qwest Binding Responses, ¶7, p. 2, first bullet point). This shows it is technically feasible to assign the most qualified loop without additional testing at installation in every case. Further evidence of this is found in Qwest's retail ordering process documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

> The "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." (See Escalation #45, p. 16. Qwest failed to address this point in its Binding Response.)

Qwest points out that the other product (DS1 capable loop) is more expensive, apparently suggesting that, to get more, you have to pay more. But, for DS1 capable loops, Qwest provides equipment that, with xDSL capable loops, CLECs provide. (See Escalation #45, p. 13.) Qwest is the party that sought each of the rates for each of the installation options, during a time period when xDSL capable loops were also available to CLECs per the law, many ICAs, and industry standards. Via Qwest's own pricing proposal, the installation options (including basic) apply to xDSL capable loops. State commissions have approved basic installation rates applicable to all types of xDSL capable loops. Integra disagrees that Qwest incurs additional costs. With xDSL, Integra not only provides the equipment at both ends, but also Integra then performs the testing that Qwest performs for itself when it provides the equipment. If Qwest is claiming it made a pricing error, however, its remedy is not to deny service to which CLECs are entitled but to seek cost relief from the state commissions.

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (*id.*), which is

also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, *e.g.*, Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

> "According to Qwest documentation, the Unbundled 2 Wire Non-Loaded service is not expected to meet T1 or HDSL2 transmission parameters." See Qwest's Regional Vice President (RVP) June 5, 2008 email to Integra.

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (*i.e.*, a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.

Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

A Simple Request to Receive the Product Ordered Does Not Equate to an Unreasonable Request for an Impossible Guarantee, as Qwest Claims

Integra is not seeking a guarantee that every xDSL capable loop can carry the specific xDSL loop type ordered by a CLEC (*e.g.*, HDSL), as Qwest alleges in both Binding Responses. (See Escalation #45, pp. 13 & 20.) First, CLECs perform loop pre-qualification to determine whether, according to Qwest's records, loops exist that should be capable of transmitting the applicable xDSL signal. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request. (See Escalation #45, p. 14.) Second, if Qwest uses both the NC and NCI codes appropriately, the requested loop will ***not*** have to support every type of digital signal but only the one requested by the CLEC. In its Binding Response, ¶3, Qwest states that "some but not all xDSL loops are able to transmit HDSL." When a CLEC via the NC/NCI codes specifies HDSL, the NCI codes allow Qwest to sort out those xDSL loops and, of all the xDSL capable loops, assign one of the ones that is capable of transmitting HDSL.

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

This is different from Qwest's current practice, which Qwest claims uses the same loop selection process for one type of loop (retail ADSL – which Qwest has grandparented and said there is no certainty of it even being a feasible product, Escalation #45, pp. 14-15), regardless of the type of loop ordered (*e.g.*, HDSL), and which Qwest admits, in Binding Response #44, ¶5, is "quite different" from a process that "picks the best loop" (though the fact that Qwest can pick the best loop for another product establishes that it can be done). Also, although Qwest claims to use the retail ADSL digital product selection process for HDSL digital capable loops, Qwest's admission (see above) that it restricts testing of 2/4 wire non-loaded loops to analog (1004 Hz) levels indicates that the loop selection process for CLECs is inferior to the selection process for retail ADSL (even assuming it were appropriate to use an assignment process for one loop type for all other loops types, though the industry standards assign them each a unique NCI/NCI code combination). Regarding ADSL when a CLEC requests ADSL, Qwest must meet applicable industry standards and contractual obligations, regardless of what it said in its unilateral notices (to which Integra objected). That does not mean that Qwest can require use of ADSL when a CLEC requests HDSL.

The chance that the loop will work as intended and per applicable standards should not be reduced because a CLEC exercises it right to order an xDSL capable loop and use its own

equipment instead of a different digital product to which it is also entitled (DSL capable loop). The FCC found that CLECs are impaired without access to ***both*** "high-capacity lines" and "xDSL-capable loops." (TRO ¶¶ 23 & 642; see Escalation #45, pp. 8-9.) Qwest cannot make an unreliable ADSL product or DS1 capable loops the only vehicles for obtaining T1 or HDSL2 transmission parameters. The Qwest RVP June 2008 email (see above and Escalation #45, p. 5) and Qwest's Binding Response at ¶ 6, however, confirm that this is precisely how Qwest has chosen to design its products and processes. Therefore, Qwest needs to modify those products and processes.

As illustrated by the example in Escalation #45 in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, it is a completely unsatisfactory result for Qwest to provide a response that is the equivalent of saying, "hey, we delivered a pizza." The customer did not receive the product ordered and, as a result, the customer is harmed.

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

In Escalation #45 on March 20, 2009, Integra addressed points raised by Qwest in its March 13, 2009 Denial of Escalation #44 relating to CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Although Integra took the time and resources to specifically address in its escalation each point in an attempt to clarify and resolve these issues, Qwest ignores the detailed information provided by Integra. Instead, Qwest simply repeats the same information (often word-for-word) on March 27, 2009, as if Integra had not already replied to each of those points on March 20th, as follows:

Qwest 3/27/09 Denial Escalation #45	Qwest 3/13/09 Denial Escalation #44
¶3, p. 1	¶6, p. 2 (word-for-word)
¶4, p. 1	¶7,p. 2 (similar portions re. complete/ partial solution & CMP discussions)
¶6, p. 2, first sentence only	¶4, p. 1 (word-for-word)
¶6, p. 2, remainder of paragraph	¶5, pp. 1-2 (virtually word-for-word)
¶7, p. 2 including bullet points	¶7, p. 2 (word-for-word, except first sentence)
¶8, p. 2	¶8, p. 2 (virtually word-for-word)

The problem this creates, in terms of resolving these issues (as well as Qwest's CMP obligation to provide a response), is that Qwest's Binding Response completely fails to address Integra's March 20, 2009 bases for escalation of these issues. This negates Qwest's claim that it is attempting to "move forward via CMP."

Qwest Non-Responsiveness to Citations to SGATs, ICAs, and Law, and Qwest Position Regarding the Scope of CMP

Integra said, in its Escalation #45, p. 3: "Because Qwest's Response hinges on whether it has any 'obligation' in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is 'legal,' the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP."

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

In its Binding Response, ¶5, Qwest said "if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum." Integra is pleased that Qwest has come around to this view, though disappointed that Qwest did not reach this conclusion earlier to avoid the delay caused by Qwest insisting on use of CMP for these very issues. Integra has brought its issues to Qwest's legal and ICA teams and expects them to honor Qwest's stated position in its Binding Response. Integra awaits a response from Qwest that discusses the provisions cited by Integra.

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, *e.g.*, Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at

Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

Qwest's tying of cooperative testing to moving forward at all with this CR ignores the significant aspects of the CR dealing with repairs following Qwest network maintenance and modernization activities. (See, e.g., the May 2008 repair example in the CR; see also "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in Integra's February 4, 2009 written comments.) In these situations, existing customers are already on the service and it has been working as intended for digital purposes for months or even years. Therefore, the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to acceptable levels to be compliant with industry standards for the type of loop requested. [See also 47 CFR §51.319(a)(1)(iii)(C), quoted above.]

The network maintenance and modernization issue was arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations. (For docket numbers and the Minnesota Eschelon ICA language, see Escalation #45, p. 9.) Other CLECs have the same language in Section 9.1.9 of their ICAs. (See, *e.g.*, in Minnesota, Section 9.1.9 of the ICAs of Integra, NorthStar Access, Otter Tail Telecom, Popp.com, 702 Communications and US Link/dba TDS Metrocom.) The Qwest-Eschelon Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to implement this ICA provision for CLECs with such language in their ICAs. Though Qwest Corporate Counsel confirmed Qwest's contrary position as to all CLECs, Integra has asked that the Qwest's attorneys, including the Qwest attorneys representing Qwest in those arbitrations, take another look at Qwest's position.

Qwest Non-Responsiveness and Loop Qualification

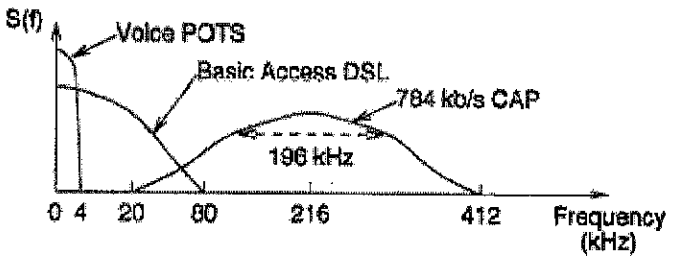
On March 27th Qwest repeated word-for-word its previous March 13th position regarding its Raw Loop Data tool "which depicts the composition of the loop e.g., gauge, length, etc.)," even though on March 20, 2009 Integra expressly addressed Qwest's position on loop qualification. In the section of its Escalation #45 entitled "Loop Qualification Vis-à-Vis Facilities Assignment" (see page 14), Integra explained why Qwest's point is inapplicable and the loop qualification tools do not satisfy the business need. Qwest's Binding Response leaves these reasons untouched. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest Non-Responsiveness and Industry Standards

Integra's Escalation #45 included sections entitled "Qwest Technical Publication Vis-à-Vis Industry Standards," including discussion of ANSI T1E1 (pp. 4-6), and "NCI Codes" (pp. 12-13). Is Qwest now claiming that industry standards and technical publications are inappropriate subjects for discussions in CMP? Qwest did not discuss these sections in its Binding Response, though Qwest is required to respond to Integra's escalation.

In Qwest's March 13, 2009 Denial of Integra's Provision Loops Per Request CR, Qwest relied heavily on technical standards. In that Denial, Qwest said that it has an obligation "to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384." Integra addressed Qwest technical publication 77384, as well as industry standards referenced in the technical publication, in its Escalation #45. In its Binding Response, Qwest does not dispute a single fact presented by Integra as to the meaning of the Qwest technical publication or the content and meaning of those industry standards. Qwest appears to accept the accuracy of this section of Integra's Escalation #45, as Qwest made no attempt to dispute it.

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



(c) POTS Voice, ISDN DSL & CAP HDSL Spectra

(Amplitudes are not to scale. Shapes are approximations only.)

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on

the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Qwest's stated position that, if a "CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ"*** (see Qwest, RVP Ken Beck, June 5, 2008 email to Integra) is inconsistent with these industry standards and Qwest's own technical publication requiring Qwest to conform to the industry standard ANSI T1E1, Technical Report Number 28. In CMP, Qwest has not denied that the position stated in its RVP's email of June 2008 remains Qwest's current position, nor has Qwest indicated any willingness to change that position in light of the above ANSI standard information (as well as 47 CFR §51.319(a)(1)(iii)(C), which Qwest also fails to address in its Binding Response).

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends). See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

Qwest's Binding Response leaves the following information regarding vendor requirements and Qwest's own use of the vendor Adtran for HDSL untouched. Therefore, Qwest appears to accept the accuracy of the following section of Integra's Escalation #45 (p. 5), as Qwest made no attempt to dispute it:

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSL L1-10C.pdf

Qwest Singling Out Integra

In its Binding Response, Qwest states: "After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive." It is unfortunate that, in the absence of a basis for its position, Qwest has resorted to making such a remark. Qwest is reminded that it may not retaliate against any CLEC for exercising its rights. Qwest should welcome active, vocal, informed participation in developing business solutions, rather than attempt to deter it with comments such as this.

Qwest's singling out of Integra is inaccurate, as well as unfair. Seven CLECs have joined this escalation. In addition, the CMP minutes reflect comments by other CLECs expressing concerns of their own, as well as indicating agreement with Integra. No CLEC expressed agreement in CMP to Qwest's approach.

In contrast to Qwest's single unchanging approach, Integra has demonstrated flexibility in attempting to move forward with solutions to these issues. Integra has offered, for example, to use an interim manual solution using existing fields/processes for facilities assignment (placing loop type in remarks) (see Integra Feb. 4, 2009 CMP comments, pp. 5-6). Integra also pursued USOC implementation (either via a separate CR or this one) as another approach that, according to Qwest, would be a more automated solution (even though it would initially address only one loop type, as it would be a start and offer learning for other products). Integra has also made it clear that for installations it will hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

Instead of collaboratively developing a means of implementing the deliverables requested on August 28, 2009 in the CR (*e.g.*, "take into account NCI/SECNCI code standards, and not just the NC codes"), Qwest immediately announced its cooperative testing approach (in the first call after the Qwest evaluation stage, on Nov. 19, 2008); Qwest entrenched in that position even after CLECs pointed out numerous problems with the approach; and Qwest has been standing still with its take-it-or-leave-it cooperative testing position ever since. (See also "Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation," Escalation #45, p. 16-17.) This is true even as to repair of existing service, in situations in which cooperative testing has no application, as discussed above.

Integra asks Qwest to re-consider its position. Per Qwest's suggestion, Integra will once again go back to Qwest's legal and ICA teams to attempt to obtain resolution. Integra continues to reserve all its rights with respect to these issues.

From: Johnson, Bonnie J.
Sent: Friday, March 20, 2009 4:50 PM
To: 'Cmp, Escalation'; Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'; Nora Torrez (nora.torrez@twtelecom.com)
Cc: 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark; Johnson, Bonnie J.
Subject: Integra position response - Integra and affiliates ("Integra") Escalation PC020409-1EX Denied
Attachments: USOC CR Integra Position March 20 2009.doc

Integra's position response is below and also attached as a document.

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it

could implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/ archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and

provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Tuesday, March 17, 2009 10:42 AM
To: Redman-Carter, Julia A.; 'ebalvin@covad.com'; Bloemke, Brenda; 'loriann.burke@xo.com'; 'Susan.Franke@twtelecom.com'
Cc: Cmp, Escalation; Johnson, Bonnie J.; 'Cox, Rod'; 'Mike Wilker'; Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: FW: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

When Qwest sent our binding response to this escalation of CR PC020409-1EX on March 13, 2009, Bonnie Johnson (Integra) identified that she was aware that there were several CLECs that had also chosen to participate in the escalation. Bonnie specifically named Mcleod, Covad, Comcast, XO and twtelecom.

We are still working with our Web team to determine the problem with the "participate" button however we are copying all of you on this binding response. The response has also been posted to the Escalations web site at http://www.qwest.com/wholesale/cmp/escalations.html.

We will relay this information in the monthly meeting on Wednesday.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Cmp, Escalation
Sent: Friday, March 13, 2009 2:29 PM
To: Cmp, Escalation; 'Johnson, Bonnie J.'; 'Cox, Rod'; 'Mike Wilker'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: RE: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

Attached is the binding Qwest response to your escalation of CR PC020409-1EX which was submitted March 5, 2009 and acknowledged by Qwest on March 6, 2009.

Please contact me with any questions.

Thank you,
Lynn Stecklein
Qwest Wholesale CMP
303 672-2723

From: Cmp, Escalation [mailto:cmpesc2@qwest.com]
Sent: Friday, March 06, 2009 1:28 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; 'cmpesc@qwest.com'; Lybarger, Dildine; Coyne, Mark
Subject: Escalation Acknowledgement RE:Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

Bonnie,

This is to acknowledge receipt of your escalation associated with CR PC020409-1EX.

The escalation was received in our CMP Escalation mailbox on Thursday, March 5, 2009 11:51 AM Central Time.

This acknowledgement is being sent at approximately 2:30 PM Central Time, Friday, March 6, 2009.

Dildine Lybarger, Director Program/Project Management, is assigned to this escalation. She can be reached at 303 672-2712 or by e-mail at Dildine.Lybarger@qwest.com.

Qwest will respond with a binding position e-mail no later than COB March 13, 2009.

Please contact me with any questions.

Thank you,
Susan Lorence
Qwest CMP Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Thursday, March 05, 2009 11:51 AM
To: 'cmpesc@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.
Subject: Integra and affiliates ("Integra") Escalation PC020409-1EX Denied

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's denial of Integra's Change Request (CR) PC020409-1EX. In addition, Integra escalates its request to proceed on an exception basis, as the exception request gained more than the requisite two-thirds majority vote needed under CMP Document 16.4, but Qwest did not proceed on an exception basis and instead denied the CR.

- History of item

On February 4, 2009, Integra submitted CR PC020409-1EX, entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a Universal Service Ordering Code ("USOC") for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities ("Integra's Facilities Assignment USOC CR"). Qwest has an obligation to provide digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. Qwest, however, is not meeting this obligation, to the detriment of CLECs, competition, and end user customers. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. Integra's request and the basis for its request are further described below. On February 17, 2009, during a CMP ad hoc call, a vote was held on Integra's request for an exception to the CMP processes to recognize that some CMP process steps were not necessary due to Qwest work already done on USOC implementation. All participating CLECs (9 CLECs) voted in favor of the exception request, and only Qwest voted against the exception, so the CMP criteria were met to proceed with the CR on an exception basis. Qwest, however, said on the ad hoc call that it was denying the CR, which Qwest indicated rendered the exception vote moot. On February 18, 2009, during the monthly CMP meeting, Integra asked whether, separate from the exception request, Qwest would provide its written response to the substance of the CR per the

established CMP procedures which provide for a written Qwest response to the CR. Qwest agreed to provide a written response, which it sent by email to Integra on February 18, 2009 (though the enclosed Qwest Response is erroneously dated February 17, 2009).

- Reason for Escalation

A key reason for this escalation is the importance of this issue and its impact on CLECs, competition, and end user customers. Qwest's denial of Integra's Facilities Assignment USOC CR (#PC020409-1EX) violates Qwest's obligations under the Act, including Qwest's nondiscrimination obligations, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.
As discussed below, "Loops" include xDSL capable services, including HDSL capable loops. Regarding Loops (and, specifically, "digital Loops,"), Qwest's Statements of Generally Available Terms (SGATs), as well as certain CLEC ICAs and Qwest's own ICA negotiations template proposal, in Section 9.2.2.3 state:

> Qwest will provision digital Loops in a non-discriminatory manner, ***using the same facilities assignment processes that Qwest uses for itself to provide the requisite service***. (emphasis added)

A key problem that exists today, however, is that Qwest is not meeting this long-standing obligation. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. (See, e.g., minutes from 12/17/08 & 1/21/09 CMP meetings.) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Given that Qwest had already indicated that it could implement the requested USOC by mid-April 2009, there is no reason to delay this step toward helping to remedy this discriminatory situation. It is no answer to a discriminatory situation to say that Qwest will resolve all aspects of the problem or none at all. Moreover, implementing the USOC for HDSL now will providing additional information, experience, and learning that can be applied when addressing the issues as to other products. Implementing the requested USOC will help address the issue for HDSL, and any delay in implementing the USOC constitutes intentional violation of the Act, as Qwest is choosing to continue a discriminatory situation instead of trying to remedy it expeditiously.

Erroneous, discriminatory assignment of facilities causes harm. For example:

> When a CLEC orders a HDSL capable loop and Qwest instead assigns a voice grade loop, Qwest does not tell the CLEC that it is assigning a loop different from the one ordered by the CLEC. The CLEC does not discover that, even though it ordered a digital capable loop, the loop Qwest assigned is not capable of carrying data until after the CLEC accepts the loop. When CLEC attempts to turn-up service for its customer, CLEC then learns that the loop assigned and delivered by Qwest is not the one ordered by the CLEC. The CLEC is then forced to expend time and resources to open a repair ticket and work through resolution of the repair, if Qwest will even work with the CLEC to resolve the issue. More often, Qwest refuses to fix the problem, claiming that it the HDSL capable loop need only meet voice transmission parameters. The FCC rules, however, provide that Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.] Qwest's refusal forces the CLEC into a situation in which it must place another order, either for the same product (gambling that, this time, chance might assign an appropriate loop) or, more likely due to the need to limit delay, for a more expensive product – to Qwest's financial benefit and CLECs' detriment. In the meantime, the entire process causes delay to the end user customer, which either does not get cutover until the type of loop actually ordered by CLEC is assigned and provisioned or the new more expensive service is ordered and delivered. This situation creates a competitive advantage for Qwest, as its own customers do not experience the same delay, to the detriment of competition and consumers.

Despite Integra's having explained these problems in CMP, Qwest provides very little information in its written Response denying the CR. Integra will reply to each of Qwest's brief assertions in the order in which they appear in Qwest's one-paragraph response:

First, Qwest states that Integra's Facilities Assignment USOC CR "requires a business discussion." Integra remains willing to engage in business discussions with Qwest and other CLECs. Qwest, however, has precluded discussion with its denial of this CR.

Second, Qwest suggests that it has no "obligation to provide an HDSL Capable Loop." Qwest cites no authority and provides no basis for its assertion that it has no obligation to provide an HDSL Capable Loop. Qwest also provided no citations or basis for that position in CMP communications regarding this issue; in fact, Qwest appeared to recognize in CMP its obligation to provide HDSL capable loops to CLECs. If Qwest's response was unclear and, in fact, Qwest agrees with CLECs on this point, then Qwest needs to clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest needs to both provide specific citations to authority for its position and respond to the authority cited by Integra. Authority and documentation that Qwest has an obligation to provide HDSL Capable Loops to CLECs include the following:

- The FCC specifically found that ILECs, such as Qwest, must unbundle xDSL capable loops. (TRO ¶23; see also 47 CFR §51.319.) The term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as High Speed Digital Subscriber Line (HDSL). (TRO fn 661 to ¶215; see also UNE Remand Order fn 299 to ¶166.) Note that "xDSL" is *not* limited to particular Qwest products (*e.g.*, xDSL-I) and, if Qwest's products or processes are inconsistent with the law, the law controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. As indicated in the examples below, in the meantime, SGATs and ICAs also have reflected Qwest's obligation to provide xDSL service to CLECs. Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL) to CLECs. Qwest also cannot assert – after all of these years of having this obligation – any legitimate basis for its current facilities assignment, processes and procedures not taking into account this long-standing obligation, if that is Qwest's claim.

- The SGATs (including CLEC ICAs based on the SGATs, such as that of Qwest's affiliate Qwest Communications Corporation in AZ), like the recent Qwest-Eschelon Arizona, Minnesota, Oregon and Utah interconnection agreements ("ICAs") (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/**Network Channel Interface** codes, as contained in the relevant technical publications and industry standards. Qwest's position that its current facilities assignment process for CLECs recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle.

- The Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), Qwest should assign and provision a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment.

- The SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE **ordered by CLEC**. This confirms that Qwest must initially assign xDSL capable loops based on the transmission parameters for the type of loop ordered by the CLEC. This means, among other things, that Qwest's assignment process needs to recognize and assign the type of loop ordered by CLEC (e.g., the NC and NCI codes).

- Qwest's ICA negotiations template proposal in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that ***digital capable*** loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest provides this loop, it must assign and deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. ***There is no exception in 9.2.2.3 (in Qwest's template offering or in the SGATs and ICAs) for***

providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC and its customer, providing a different loop that is digital capable.

Integra reserves its rights under its ICAs and the law. At the same time, in an effort to resolve this issue and at the request of Qwest to bring issues to CMP, Integra requests that Qwest reverse its denial and implement this CR.

Third, Qwest indicates that "the decision to implement this . . . CR becomes a financial decision." Qwest considers only its own alleged costs, however, without recognizing the very real costs to CLECs of Qwest's denial of this CR. Costs that Qwest incurs only because it has implemented a discriminatory process that it now needs to correct should not be considered, as Qwest should have implemented nondiscriminatory facilities assignment to begin with. Being discriminated against, as well as not receiving the HDSL product ordered in violation of ICAs and the law, imposes a financial burden on CLECs. The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.) Integra believes that Qwest is the cost-causer in this situation. If Qwest disagrees and believes that it has unrecovered costs for which it should be compensated, then the solution is ***not*** to deny CLECs their rights under the law and the ICAs. Rather, Qwest must request cost recovery from the state commissions and establish its right to receive such compensation.

Fourth, Qwest withholds any potential willingness to proceed with implementation of the USOC to improve facilities assignment as a means to force CLECs into an unnecessary "agreement to perform cooperative testing." Testing comes later (at installation), however, and is separate from assignment of facilities (e.g., a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC, will help ensure fewer problems when the testing stage is reached. Failed testing due to the assignment of a voice grade loop when a digital capable loop was ordered will be eliminated once the assignment process is improved to ensure assignment of a digital capable loop. Thus, those testing issues will never be reached to the extent implementation of the USOC results in assignment of the best (most qualified) loop available for the type of loop ordered by the CLEC. There is simply no reason to tie implementation of the USOC at the facilities assignment stage to capitulation to Qwest's position regarding later testing. This is particularly true because Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

> Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. ***He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive.*** (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely ***- it works or doesn't work*** - we don't have the ability to test the raw loop, ***we look for open shorts, bridge tap, or Load Coils that we missed***. (minutes from 12/17/08 CMP meeting; emphasis added)

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. This is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Qwest would require CLEC to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if proper facilities are assigned, as is more likely if the USOC is implemented as requested***). For CLECs, Qwest proposes to require joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. (This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

As discussed above, a key problem that Integra's CR is attempting to address is that, when Qwest provides a digital loop with a basic installation to CLECs, the facilities assignment process should take care of as many problems in advance of loop delivery as the facilities assignment process for Qwest retail. For example, if a Qwest retail customer that orders a digital service is unlikely to be assigned an analog facility with excessive bridged taps, a CLEC that orders a digital service should also be just as unlikely to be assigned an analog facility with excessive bridged taps. Once Qwest's facilities assignment process is nondiscriminatory, the need for CLECs to request repairs after a basic installation should be reduced accordingly. In other words, repairs following installations that are caused by Qwest delivering a voice grade loop when in fact a digital loop was ordered should be substantially reduced, if not eliminated.

Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is a means by which Qwest may start to do that, Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Finally, Qwest states that without tying implementation of the USOC to its additional demand for cooperative testing in every case, the USOC implementation "becomes a financial liability to Qwest" and is "economically not feasible." Requiring cooperative testing for every HDSL Capable Loop installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above regarding Qwest's fourth point). Also, Qwest's proposal to require cooperative testing would deny CLECs the installation option currently available to them under their ICAs to request, for HDSL capable loops, a basic installation (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate). Instead, Qwest would require CLECs to order the more expensive cooperative testing installation option in every case. Even more importantly, Qwest's proposal would impose expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

> "Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to.
>
> Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level.
>
> Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR.
>
> Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution."

Qwest, however, is not shifting liability to repair by implementing the USOC to allow Qwest's facility assignment system to assign a HDSL qualified facility capable of supporting the service (instead of erroneously assigning a voice grade loop when a digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's response is incongruous particularly given that, by assigning the wrong loop type, Qwest is currently creating liability *for CLECs* by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of discrimination and violation of Qwest's obligation to assign and provision xDSL capable loops. The consequences of that conduct belong with Qwest, not CLECs. Regarding a partial solution, as discussed above, a partial solution to a discriminatory and unlawful situation is at least a start and better than no solution at all, and the learning gained from implementation of the USOC for this product may shed light on how to proceed for other products.

- Business need and impact

Qwest said that the implementation of a new USOC will allow Qwest's facility assignment system (known as LFACS) to assign a HDSL qualified facility capable of supporting the service when a CLEC orders a HDSL capable non loaded loop from Qwest. (See 12/17/08 CMP meeting minutes.) During the January 21, 2009 monthly CMP call, Qwest said it could implement the USOC in mid-April 2009. Qwest admits its processes/systems currently do not assign a facility capable of

supporting the service a CLEC orders when a CLEC requests an HDSL qualified non loaded loop from Qwest. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended.

For Qwest retail, in the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that "Qwest HDSL2 goes through the CSA guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Qwest indicated that, for HDSL, implementing the requested USOC would allow Qwest to finally make that distinction for CLECs. Therefore, a key CLEC business need is for Qwest to implement the USOC without delay to correct this problem. Once Qwest's processes/systems can differentiate a HDSL qualified non loaded loop from a voice grade loop, Qwest will then assign a HDSL qualified non loaded loop when CLEC orders a HDSL qualified non loaded loop, eliminating the existing problems associated with Qwest erroneously assigning a voice grade loop in these circumstances.

Regarding the significant impact upon CLECs, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR and implement the USOC in mid-April 2009. Qwest will implement the exception request to expeditiously implement the USOC. If Qwest's refusal to recognize the work already done and its own projected completion date by voting against the exception request, combined with Qwest's denial of the CR, results in a delay in the implementation date, then Qwest should implement the USOC at the earliest possible date after mid-April 2009.

In addition, Qwest will promptly provide the requested additional information about Qwest retail facility assignment to CLECs. In its CR, Integra said: "Qwest has not yet indicated whether it uses this USOC for Qwest retail or, if not, how assignment of facilities is physically performed for Qwest retail. Qwest should provide this information."

Also, if Qwest's response was unclear and, in fact, Qwest agrees with CLECs, then Qwest will clarify its response and expressly state that it recognizes that Qwest has an obligation to provide HDSL Capable Loops to CLECs. If, however, Qwest maintains that it has no obligation to provide HDSL Capable Loops to CLECs, Qwest will both provide specific citations to authority for its position and respond to the authority cited by Integra.

Bonnie

integra
TELECOM
Bonnie J. Johnson | Director Carrier Relations
| direct 763.745.8464 | fax 763.745.8459 |
6160 Golden Hills Drive
Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Escalation #44 Re. CR # PC020409-1EX – Position of Integra and its Affiliates

March 20, 2009
To: Qwest CMP
Subject: Position of Integra and its Affiliates

Integra and its affiliated entities ("Integra") provide this response in reply to Qwest's March 13, 2009 denial of Integra's CMP Escalation (Escalation #44) regarding Change Request (CR) PC020409-1EX ("Integra's Facilities Assignment USOC CR"). At least seven CLECs joined Integra's escalation. Qwest indicated on the March 18, 2009 CMP call that an error occurred with the Qwest system used to join the escalation, so there may have been other CLECs who joined as well.

Integra's Facilities Assignment USOC CR presented an opportunity for Qwest to implement a potential solution for one product (HDSL 2 and 4 wire non loaded loops) to allow Qwest to deliver to CLECs the product they actually order. Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. Qwest should provide a loop that will actually support the service ordered by the CLEC. The CR focuses on assigning the type of loop requested by implementing a Universal Service Ordering Code (USOC) to enable Qwest to distinguish loop type. Unless Qwest assigns the appropriate loop, unnecessary delays and expenses are imposed upon CLECs.

To view the technical subject in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

Background and Stated Relationship to Integra's Broader CR #PC082808-1IGX

On February 4, 2009, Integra submitted its Facilities Assignment USOC CR (PC020409-1EX), entitled "Qwest will implement the USOC to correct the facility assignment for HDSL," to request implementation of a USOC for HDSL (2 and 4 wire non loaded loops) to correct assignment of facilities. Integra indicated in its CR that Qwest had said that there is a USOC already recognized by Telcordia/industry standards that would help ensure that facilities assigned to CLECs meet the parameters and industry standards applicable to the specific HDSL product ordered by the CLEC but Qwest has not yet implemented its use for CLECs, and Integra requested that Qwest implement the USOC expeditiously. During the January 21, 2009 monthly CMP call, Qwest said it could

implement the USOC in mid-April 2009, so Integra requested an implementation date of mid-April 2009 or soon after. On February 18, 2009, Qwest provided a written Response to Integra in which Qwest denied the CR and therefore denied the request to implement the USOC.

On March 5, 2009, Integra submitted its written Escalation (which is incorporated by reference). On March 13, 2009, Qwest provided its binding response in which Qwest denied the Escalation. Also on March 13, 2009, Qwest provided a written Response denying Integra's CR #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. In Integra's Facilities Assignment USOC CR (PC020409-1EX), Integra said about its Provision Loops Per Request CR (PC082808-1IGX): "This CR does *not* replace in any way Integra's CR PC082808-1IGX (which is broader), and it should not delay the processing of that CR. Implementation of a USOC was not specifically mentioned in the description of change in that CR, whereas here Integra is specifically requesting USOC implementation for HDSL. Integra reserves its rights as to CR PC082808-1IGX. It appears from CMP discussions related to PC082808-1IGX that implementation of the USOC may be bogged down by other issues, so Integra has also submitted this CR to attempt to avoid delay in implementing the USOC. If implementation of the USOC assists in resolving some of the issues raised in CR PC082808-1IGX, as suggested by Qwest, then the companies may address that situation at the time." On March 20, 2009, Integra submitted a written Escalation (which is incorporated by reference) of Qwest's denial of Integra's Provision Loops Per Request CR (PC082808-1IGX). Integra's written Escalation of Qwest's denial of CR PC082808-1IGX contains citations to legal and contractual sources. Provisions of the Statements of Generally Available Terms (SGATs) and interconnection agreements (ICAs) that are cited in this document are quoted more fully in Integra's written Escalation of Qwest's denial of CR PC082808-1IGX.

Reply to Qwest's Binding Response

In its March 13, 2009 Binding Response, Qwest states: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement. Please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations.

Contrary to Qwest's claim that Integra is seeking "a guarantee that every xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes (see CR PC082808-1IGX). Qwest statements in CMP had led Integra to believe that, for HDSL, implementation of the USOC would have helped to accomplish this goal for HDSL. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC.

Although Qwest's Binding Response ignores the vast majority of citations provided by Integra, Qwest addresses a single provision of a relatively unique ICA in Oregon. Qwest points out that it states that loops can be used for a variety of services. Integra can only use the loop for the desired type of xDSL service, however, if Qwest assigns a loop capable of carrying that service. Again, please refer to Integra's written Escalation of Qwest's denial of CR PC082808-1IGX, and in particular the section entitled "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," for specific citations supporting Qwest's obligations in this regard.

Qwest states that it has made several tools available to CLECs such as the Raw Loop Data tool which depicts the composition of loop, e.g., gauge, length, etc. The CLECs' responsibilities regarding loop qualification are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

The loop qualification tools only provide information at a certain level for a subsection of the loops at an end user customer's address (indicating that a loop exists that is within the desired length, for example), however, and do not provide detailed specific characteristics of the particular loop being delivered. Moreover, Qwest sent a notice to CLECs stating that Qwest would modify its documentation on March 13, 2009 to provide: "When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ***ADSL Loop Qualification*** tools, the following message may be returned: "*Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all.* ***Qwest can not guarantee the feasibility CO Based ADSL.***" (See Qwest Notice PROS. 03.13.09.F.06150.LoopQualCLECJobAid_V25, emphasis added.) Through Qwest's Denials of CR PC082808-1IGX and this Escalation – both received on the same day (March 13th, 2009) – Qwest confirmed that if a CLEC wishes to receive HDSL with a signal that tests at 196 kHz, the CLEC needs to request an ADSL service or a DS1 capable loop. The timing of the three notices on the same day in particular suggests that Qwest's objective is to force CLECs into foregoing their right to order HDSL and instead order Qwest's more expensive DS1 Capable Loop product, because per Qwest the only other means of getting the desired HDSL (ADSL) had no certainty of even being a feasible product.

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its

policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only).

In its Binding Response, Qwest confirms that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in ICA §9.2.6.1) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, in its Binding Response, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

Qwest also admits in its Binding Response that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html.) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

In its Binding Response, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement to perform "cooperative testing." Integra addressed this issue in its Escalation, but Qwest does not specifically respond to the bulk of Integra's points. Please also refer to Integra's Escalation re. CR PC082808-1IGX for a more detailed discussion of this issue. In its Binding Response, Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." Qwest's insistence on cooperative testing in every case ignores a key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. The entire ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure

that Qwest can provide the type of loop requested by CLEC. (See CR PC082808-1IGX & Integra's Escalation of its denial.) The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements. If implementation of a USOC does not address the problems with Qwest's facilities assignment process and its ability to deliver the type of loop requested, then another solution needs to be implemented.

In addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information regarding Qwest's retail facilities assignment process that Integra requested in its CR and in its Escalation. Qwest needs to be forthcoming about its retail process.

Qwest statements in CMP discussions of these CRs led CLECs to believe that Qwest's retail facilities assignment process used an existing USOC that, if used for CLEC HDSL orders, would allow Qwest to finally differentiate a HDSL qualified non loaded loop from another loop for CLECs. Qwest's Denials since then have called Qwest's statements about the USOC into doubt. Therefore, Integra went to Qwest's Resale Product Database (RPD) to attempt to obtain additional information. About this database, Qwest has said: "InfoBuddy is a system that contains all of Qwest's Methods, Practices and policies regarding ordering processes. In addition to that Qwest also has information within the system that is proprietary. In order to comply with the Telecommunications act of 1996 Qwest developed a redaction process which allows CLEC's access to the retail product methods and procedures contained in InfoBuddy that are available for Resale. That information is formatted into a WEB based application known as RPD. The redaction process removes only the proprietary information found in InfoBuddy that Qwest is not mandated via the Act to provide to CLEC's." (Qwest email, Ex. BJJ-44 in UT-063061.)

Qwest's ***retail*** ordering processes in RPD state that the "PTW FID [Field Identifier] is an internal process that is used to provision a 4-wire loop facility as 2-wire using HDSL2 technology. This is transparent to the customer base because the facility is handed off as a 4-wire interface at the customer premises. In an effort to ensure all DSS facility orders carry the PTW FID, it will be added to the T-1 based products service orders via the MAGIC system (OR or WA only). For all other states, the process is manual." In contrast to this Qwest retail documentation, in a Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest had said: "HDSL2 is not a service or product offering for Qwest customers." Qwest failed to mention the FID in CMP discussions.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra will continue to pursue a resolution of the problem, including through its Provision Loops Per Request CR (PC082808-1IGX).

Attachment K

Attachment K
xDSL[1] Summary of Key Events Since October 2007

For related documentation, see Attachment C and, for specific dates, see its Table of Contents (Att. C, pp. 006-007)

Note: Qwest requires CLECs to order xDSL capable loops, such as HDSL2, as non-loaded loops.

October 11, 2007 through June 20, 2008 – Escalation to Qwest Service Management, Including VP Level - Unsuccessful

Qwest repair personnel told Integra that Qwest assigns a 24 hour repair commitment time (which is the repair commitment time for the 2 wire analog loop) to a 2 wire non loaded loop, even though the repair commitment time should be 4 hours[2] because Qwest repair cannot differentiate between a 2 wire ***non loaded*** loop (which Qwest requires CLECs to use to order xDSL loops, *i.e.*, digital capability) and a 2 wire ***analog*** loop (which may be described as a voice grade loop).[3] On October 11, 2007, Integra escalated a repair issue to Qwest's service manager regarding this Qwest claim and also told Qwest service management that Qwest repair is not testing to HDSL digital parameters (*i.e.*, Qwest is limiting testing to voice parameters), and Qwest would not remove interfering bridged tap that could allow the circuit to carry applicable digital services.

For a period of more than eight (8) months, Integra made significant efforts to resolve the issue with Qwest service management via email correspondence and face to face meetings. Integra's Senior Vice President of Engineering and Corporate operations escalated the issue to Brian Stading at Qwest (Qwest's Vice President of service management). Responses and correspondence from Qwest generally came from Ken Beck at Qwest (Qwest's Regional Vice President of service management).

Qwest service management was unable to resolve the issue at any level. On June 20, 2008, Ken Beck ***referred Integra to the Qwest Change Management Process*** ("CMP").

---

[1] The Qwest-Integra and Qwest-Eschelon Minnesota interconnection agreements ("Arbitrated ICA"), in Section 4.0 (Definitions), contain the following definition: ""Digital Subscriber Loop" or "DSL" refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including but not limited to the following: . . . 'HDSL2' or 'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting a bit rate of 1.544 Mbps."

[2] Per Qwest's own Service Interval Guide (SIG), the repair commitment time for a 2 wire non loaded loop is 4 hours. *See page 61 of Qwest's SIG which shows that the repair commitment time for a 2 wire non loaded loop is 4 hours* http://www.qwest.com/wholesale/downloads/2009/090413/InterconnSIG_PV95.doc

[3] Although the industry uses certain "NC/NCI" codes to indicate the particular type of xDSL capable loop (*e.g.*, HDSL2) (see, *e.g.*, Arbitrated ICA §§9.2.6.2 & 9.3.5.1.2), Qwest has indicated that it nonetheless treats the latter ("NCI") codes are as informational only, and Qwest does not actually rely on the applicable industry codes when assigning and provisioning facilities (as discussed further in the CMP documents discussed below). See Attachment A, Row No. 11.

August 28, 2008 through April 3, 2009 - Both CMP Requests Denied

On August 28, 2008 Integra submitted a Qwest CMP Change Request (CR) entitled "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" ("**Provision Loops per Request CR" or "NC/NCI CR**.").

Qwest indicated in CMP it was moving forward to implement a new Universal Service Ordering Code (USOC) in mid April 2009 that would help ensure that appropriate digitally capable loops were assigned when CLECs ordered xDSL services. Qwest then shifted position and indicated that, although it had said implementation of this USOC would improve its facilities assignment process, Qwest would condition moving forward with implementing the USOC on CLECs (including Integra) agreeing to perform cooperative testing on 100% of the installs. In other words, CLECs with a right to basic installations in their ICAs would no longer be able to order basic installations at Commission-approved rates and instead would have to order a form of testing that requires additional coordination and scheduling of personnel, at a higher rate, for 100% of these installs, even though such additional work may only be needed in a minority of cases. Qwest never justified tying these two things together. Qwest denied Integra's CR.

On February 4, 2009, Integra submitted a Qwest CMP CR entitled "Qwest will implement the USOC to correct the facility assignment for HDSL" ("**Facilities Assignment USOC CR**") in an effort to get Qwest to move forward with implementing the USOC while discussion of other issues continued. Qwest denied Integra's CR, even though Qwest had previously indicated that implementation of the USOC would help with resolution of the problem.

Integra escalated Qwest's denial of both CRs. Several CLECs joined the escalations.[4] Qwest denied both escalations.

For the CMP Detail, including copies of Integra's change requests and escalations, and Qwest's denials, see Attachment D, NC/NCI CR #PC082808-1IGXES (Escalation #45), and Attachment E, Facilities Assignment USOC CR #PC020409-1EX (Escalation #44).[5]

April 9, 2009 through Present – VP Level Escalations - Unsuccessful to Date

On April 9, 2009, Integra (Stephen Fisher, VP Corporate Operations) notified Qwest (Warren Mickens, VP Qwest Corporation and Qwest Director of Interconnection) that it was escalating these issues and invoking the dispute resolution process under its interconnection agreements. Also on April 9, 2009, Integra (Dan Wigger, VP of Operations, Minnesota) provided notice to Qwest (John Stanoch, President, Minnesota). [See Attachment C, pp. 001-005.] Counsel for Integra also contacted counsel for Qwest

[4] The following CLECs joined one or both of the escalations: TDS Metrocom, Velocity, PAETEC, Covad, XO Communications, Comcast, AT&T, Jagcom, and tw telecom.
[5] These documents are also available on Qwest's CMP website: http://www.qwest.com/wholesale/cmp/.

and provided additional authority for Integra's position. On April 16, 2009, Mr. Mickens responded for Qwest by stating: "Ken Beck will be Qwest's representative under section 5.18.2 of the Eschelon Minnesota ICA. He will represent Qwest regarding the issues you raised in your letter of April 9, 2009. . . ." Although Integra had escalated to a higher level at Qwest, Mr. Beck is the same individual who had been representing Qwest in discussions since at least October of 2007.

Qwest submitted a proposal to Integra on May 15, 2009, and Integra responded on June 4, 2009. On July 20, 2009, Integra contacted Qwest as it had received no response. Qwest responded on July 23, 2009, and Integra replied on August 4, 2009. On August 21, 2009, Qwest submitted questions to Integra about its reply. Most recently (as of the drafting of this Attachment K), company representatives met in Denver on November 13, 2009.[6]

Although discussions are ongoing, Qwest has not yet provided any solution or proposal, via its service management team, executives, legal team, or CMP, that indicates the issue will be resolved without Commission action. In the meantime, the problem continues. Although Qwest's attorney has pointed to the fact that executive-level discussions are taking place as an alleged reason for not removing bridge taps,[7] Integra has clearly communicated to Qwest that its rights under the contracts and the law are not suspended simply because the companies are discussing escalated issues.[8]

---

[6] At the 11/13/09 meeting, Integra's President & Chief Operating Officer and its Vice President, Corporate Operations reviewed with Mr. Beck of Qwest the presentation that is attached to the Comments as Attachment B.

[7] See, *e.g.*, Qwest (attorney Daphne Butler) 11/2/09 email to Integra: "As to states, such as Washington, where your ICAs do not provide for a special copper loop, it is my understanding that Qwest has provided Integra with a proposal . . . . I also understand that Qwest is currently waiting for a response to that proposal." In Washington, an Integra end user customer was experiencing service-affecting problems, and although Integra provided Qwest with current ICA provisions that require Qwest to condition the loop (remove bridge tap), Qwest refused to remove the bridge tap, providing in its 11/2/09 email only the above-quoted explanation for its refusal. [Note: Minnesota is also a state in which the ICA does "not provide for a special copper loop."]

[8] See, *e.g.*, Integra 11/16/09 email to Qwest (including Qwest attorney Daphne Butler): ". . . Qwest is not relieved of any of its obligations under the law and the current ICAs simply because talks may be going on. After all, talks at the VP level have been going on between the companies since at least October of 2007 - more than two years. Qwest can hardly expect that Integra would forego its rights for a period of more than two years simply because Qwest was discussing those issues with us (which would create an incentive for Qwest to drag out any such talks). As I indicated previously, unless and until some other resolution were to be reached and the ICAs were amended, Qwest needs to comply with the current law and ICAs. There is no suspension of our rights in the meantime."

Attachment R

ATTACHMENT R:
xDSL SUMMARY OF KEY EVENTS – PAETEC/McLeodUSA:
Impact of Qwest Loop Binding on McLeodUSA ADSL and SDSL Customer Base

Description of Situation

McLeodUSA offered both Asymmetric Digital Subscriber Line (ADSL) and Symmetric Digital Subscriber Line (SDSL) service to end user customers in a variety of states for a number of years using unbundled loops leased from Qwest. When McLeodUSA began ordering ADSL and SDSL from Qwest, Qwest instructed PAETEC to order the ADSL/SDSL service using a Network Channel (NC)[1] of LX-N for the UNE loop. The "LX-N" NC code was the same code that Qwest instructed CLECs to use when ordering a UNE loop to support both data and voice service (ADSL and SDSL).

In December 2006, Qwest submitted a Change Request ("CR") in Qwest CMP and said it was grandparenting its ADSL capableloop and proposed the effective date of February 2, 2007.[2] In notifications to CLECs and during Change Management Process meetings, Qwest represented to CLECs that it would (a) continue to provide uninterrupted service to existing ADSL for customers until the customers were disconnected; and (b) honor existing ICAs with respect to providing ADSL to existing customers. Qwest advised that UNE loops supporting ADSL (provided via the ADSL compatible UNE-L) would not be offered in new ICAs once the grandparenting of ADSL became effective in February 2007. During the CMP Qwest stated that ADSL compatible UNE-L and 2/4 wire non loaded UNE-L were physically identical, and that the only difference was that Qwest would not provision the non loaded loop using the more stringent algorithm. The algorithm used to provision the 2/4 wire non loaded loop is not as stringent as the ADSL capable loop. McLeodUSA and other CLECs objected to the grandparenting; however, Qwest grandparented ADSL effective March 19, 2007 over CLEC objection.

Beginning in late 2007, Qwest began making network updates that involved installing Remote DSLAMs. As part of the installation process, it appears that the Qwest technicians used a "binder" to physically group together LX-N loops into "binder groups". It is important to note that when grouping DSL services using a binder, one must group the same xDSL service within a binder group. If the technician binds disparate xDSL service types within a single binder, that causes service degradation or interruption to the xDSL services run over the bound loops. ADSL and SDSL services are negatively impacted when bound with each other or other types of xDSL

---

[1] The Network Channel (NC) is the first part of the NC/NCI/SECNCI code used to identify the characteristics of the facilities. The complete NC/NCI/SECNCI code PAETEC has used to order ADSL service from Qwest is "LX-N 02QB9.00H 02DU9.00H." The Qwest Communications International Inc. Technical Publication, 77406 Issue B June 2001, Section 3.1 provides a general description of the NC/NCI code:

> Network Channel (NC) codes describe, in standard format, the characteristics of the service channel. Network Channel Interface (NCI) codes describe the pbysical and electrical characteristics of the Network Interface (NI). *Industry Support Interace (ISI); NC/NCICode Dictionary,* Bellcore Special Report SR-STS-000307 fully describes these coding schemes.

[2] For the Qwest notices and associated meeting minutes for Grandparenting ADSL compatible loops, see Attachment J, Grandparenting ADSL compatible loops and Raw Loop Qualification – CMP Materials, from the Joint CLEC Initial Comments, *In the Matter of a Commission Investigation into Qwest Corporation's Provision of Network Elements to CLECs and into Related Marketing Practices Targeting CLEC Customers*, MPUC Docket No. P-421/CI-09-1066. (filed November 24, 2009) ("Joint CLEC Initial Comments").

services due to the different modulation patterns. The binding of LX-N loops that included both ADSL and SDSL services is a reconfiguration of Qwest's network in a manner which impaired McLeodUSA's ability to offer services in violation of the Interconnection Agreement.[3] Qwest also appears to have ignored its Spectrum Management obligations.[4]

Shortly after Qwest began its Remote DSLAM installation project, McLeodUSA began receiving complaints from several long-standing customers that their ADSL and SDSL service was either interrupted or severely impaired. McLeodUSA repeatedly checked our network and customer premise equipment and determined that neither was the problem source. Qwest said the test results for their part of the network revealed that the line was working "within the established standards"[5] for the new DSL services as Qwest defined those lower standards of voice grade.

However, after further investigation of these unresolved service issues and statements made by Qwest personnel during trouble isolation tests led McLeodUSA, McLeodUSA concluded that the loop binding performed by Qwest during its Remote DSLAM installation was interfering with ADSL and SDSL service.[6] McLeodUSA contacted Qwest to have them fix the problem caused by their network reconfiguration.

Qwest's response was that (a) the only lines involved in the binding are LX-N loops and (b) ADSL is not provisioned using an LX-N loop, and therefore, should be unaffected. According to Qwest, if McLeodUSA wanted to provide ADSL services, then it should have ordered and will need to order network channels using LX-R ordering code for the UNE loops.

Qwest's claim that ADSL lines should have been ordered using the LX-R channel designation is not consistent with prior order documentation instructions provided by Qwest.[7] The LX-R channels are deemed a special request by Qwest for which there is limited availability – and typically unavailable when requested. Furthermore, when McLeodUSA has previously attempted to order loops with the LX-R channel designation, Qwest has typically rejected such an order and instructed use of LX-N channel when ordering ADSL.[8]

---

[3] US WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc. Interconnection Agreement for Minnesota, Part A, Scope of Agreement, § C:

> USWC shall not reconfigure, reengineer or otherwise redeploy its network in a manner which would impair McLeod's ability to offer Telecommunications Services in the manner contemplated by this Agreement, the Act or the FCC's Rules and Regulations. USWC agrees that all obligations undertaken pursuant to this Agreement, including, without limitation, performance standards, intervals, and technical requirements are material obligations hereof and that time is of the essence.

[4] See 47 C.F.R. §§51.230, 51.231 & 51.232.

[5] See Section III(A)(b) & (e) of the Joint CLEC Initial Comments.

[6] See the notes in the 4th entry of Attachment Q, Joint CLEC Initial Comments, for Qwest Technician response.

[7] See Confidential Attachment P, Joint CLEC Initial Comments, PAETEC Business Analysis and Quality Assurance – ADSL EDI, from the Joint CLEC Initial Comments, provides excerpts, that are applicable to Qwest, from the McLeodUSA IT Business Analysis Requirements for ADSL EDI Ordering which identifies the default NC/NCI/SECNCI codes, which were hard wired in the McLeodUSA system, used for ordering ADSL. Also, excerpts from the IT Quality Assurance User Acceptance Test Plan for ADSL EDI provide additional documentation associated with ordering ADSL from Qwest prior to going into production.

[8] This is based on Qwest responses to McLeodUSA ordering personnel when McLeodUSA attempted to order ADSL using the LX-R NC code.

However, it should be noted that even if the LX-R channel loops had ever been available, McLeodUSA preferred practice was to order LX-N channel loops because Qwest charges a higher MRC and NRC to obtain an LX-R circuit.

After McLeodUSA brought this issue to Qwest's attention, McLeodUSA informed Qwest that it had ordered network channels using the LX-N ordering code per Qwest instructions, and that the affected McLeodUSA customers all had ADSL or SDSL service prior to the March 19, 2007, the grandparenting effective date. Qwest's response stated that the ADSL compatible UNE-L loop is no longer a supported product, and claimed that McLeodUSA should have ordered a HDSL circuit for carrying data. Qwest's response disregarded the fact that the grandparented ADSL service was ordered as LX-N per Qwest instruction since 2002. To date, Qwest has refused to fix the service issues.

Qwest's refusal to remove the ADSL and SDSL loops from the binder groups or investigate any other alternative resulted in McLeodUSA's inability to repair or restore the service for many months, and for some loyal customers, over a year.[9] Eventually, the affected customers left McLeodUSA to seek service elsewhere. In the November 2008 CMP meeting, noting a similarity to an issue Integra was attempting to address with HDSL and ADSL loops, McLeodUSA once again brought the issue to the attention of Qwest. Qwest response at the time was that the issue was not related to Integra's request,[10] and Qwest would address it separately off line.

There were meetings and correspondence between McLeodUSA and Qwest regarding this issue in December of 2008, and in January and February of 2009. Qwest appeared to acknowledge that binder groupings associated with the Remote DSLAMS installations could be the root cause. However, the parties were unable to reach consensus on how to resolve the problems. All of Qwest's proposals required either 1) disconnecting the grandparented ADSL service and losing the facilities (re-ordering new service); or 2) submitting a change order to convert the product to different services and losing commitments associated with the grandparented services in the ICA (changing the NC/NCI codes).

Qwest did agree to investigate the cause, consider our proposed alternatives, seek other alternatives, and revisit applicable McLeodUSA trouble tickets that remained unresolved. To avoid future impacts to McLeodUSA ADSL and SDSL customers, McLeodUSA would begin compiling a list of ADSL and SDSL loops that should not be included in the LX-N binder groups when employing Remote DSLAMS going forward. Also, until this was resolved, McLeodUSA would continue to bring such impacted customers to Qwest's attention.

---

[9] See Attachment Q, Joint CLEC Initial Comments, for a list of examples of customers with the same type of troubles that McLeodUSA brought to Qwest's attention as of October 2008. This is not a complete list of all impacted McLeodUSA customers.

[10] Excerpt from the meeting minutes captured from the 11/19/08 Product/Process CMP Meeting:

> Julia Redman-Carter-McLeodUSA said that the (11/26/08 Comments to minutes received from Integra) circuit has been working for years and the codes in the beginning worked and now there is a repair issue. Qwest is now claiming it doesn't work because the NCI codes are wrong.and we have to reorder with the now correct NCI codes.
>
> Jamal Boudhaouia-Qwest said that we are talking about 2 different issues.
>
> Mark Coyne-Qwest said that McLeodUSA's issue doesn't fall into the description of the CR and that we have captured their concern.

See Attachment J, Joint CLEC Initial Comments, for the notices and associated meeting minutes.

On March 13, 2009, Qwest distributed a CMP Level 3 Notice to make "new/revised documentation for Loop Qualification and Raw Loop Data CLEC Job Aid V25" with a proposed effective date of April 20, 2009.[11] This notice, though it went directly to McLeodUSA's ADSL and SDSL issue, would absolve Qwest of any service responsibilities for existing and future service issues with ADSL services from all CLECs. And the only place that it would be documented that the cause for this degraded or interrupted service was due to "Remote DSL Terminal," (a Remote DSLAM) which would include the binder groups for LX-N loops. (Excerpt from Qwest Notice.)

> "Qwest is updating the description list for the Partial Loop Code field. In the Wire Center Raw Loop Data section two new codes will be returned for Wire Center Raw Loop make up. When performing Loop Qualification queries using the Resale (HSI) Loop Qualification and/or ADSL Loop Qualification tools, the following message may be returned:
>
> *Because of Power Disparity, Interference may be present or may develop in the future, Central Office Based ADSL service may be degraded or may not work at all. Qwest can not guarantee the feasibility CO Based ADSL.*
>
> This message indicates the existence of a Remote DSL Terminal at the cross-box serving the TN or Address you are attempting to qualify."

As did other CLECs, McLeodUSA strenuously objected to the proposed change based on our ICAs. Further, we informed Qwest that its attempt to whitewash our issue by absolving themselves of their responsibilities was unacceptable.[12] Qwest did not implement the proposed change. Despite subsequent meetings and correspondence with Qwest, Qwest has not repaired the customer's impaired or interrupted service. Nor did Qwest follow-up with McLeodUSA on what action they were taking to repair the troubles as they had previously committed to do in conversations between Julia Redman-Carter (McLeodUSA Carrier Relations Manager) and Rita Urevig (the previous Qwest Account Manager). Qwest's failure to adequately address these ADSL and SDSL service issues has resulted in the loss of McLeodUSA customers, save several that continue to work with inferior services, brought to Qwest's attention in 2007, 2008 and 2009.

---

[11] The notification and associated meeting minutes are included in Attachment J, Joint CLEC Initial Comments.

[12] McLeodUSA's concluding paragraph in our objection to Qwest Process Notification "CMP-Loop Qualification & Raw Loop Data CLEC Job Aid V25., Level 3, (Notification Number PROS.03.13.09.F.06150.LoopQualCLECJobAidV25) submitted March 13, 2009. (See Attachment J.)

> Also, as a note, PAETEC finds that Qwest's use of CMP notice(s) as a means to avoid their responsibility to work with CLEC in good faith to resolve issues is an inappropriate use of the CMP process. PAETEC brought issues (customers experiencing interrupted or impaired ADSL/SDSL services), which are directly due to Qwest's Remote DSLAM installation process, to light. This CMP notice does not constitute "good faith" on the part of Qwest.

Open CR - Detail

CR #	Title	Date Current Status	Organization	Area Impacted	Products Impacted
PC072010-1	Change in process in Minnesota for Non Loaded and ADSL Compatible Loops used to provide xDSL services	07/20/2010 Submitted	Wholesale ProdProc	Pre-Ordering, Ordering, Billing, Mntnce/Repr, Prov	Loop

Director
Originator Mohr, Bob
Owner Mohr, Bob
CRPM Lorence, Susan

Originating Company: Qwest Corporation

Description of Change

Qwest will be making a change specific to Minnesota to add information regarding new optional processes for Facility Assignment, Conditioning, and Performance Testing of the following services: Unbundled Local Loop - 2-Wire or 4-Wire Non-Loaded Loop and Asymmetric Digital Subscriber Line (ADSL) Compatible Loop. The enhanced optional processes will include:
- defined parameters for assignment of copper pairs
- assignment of the pair with the least amount of loss in the cross box
- new levels of conditioning (near and far bridge tap and remove all options)
- enhanced tests for specific types of NCI codes.

Expected Deliverables/Proposed Implementation Date is September 2010

Status History

Date	Action	Description
07/20/2010	CR Submitted	CR Submitted
07/20/2010	CR Acknowledged	CR Acknowledged

Qwest Response

None

Project Meetings

None

From: Johnson, Bonnie J.
Sent: Monday, July 26, 2010 1:13 PM
To: 'Jim Hickle'; 'New Cr, Cmp'; 'Redman-Carter, Julia'
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; kwillis@popp.com; Johnson, Bonnie J.
Subject: CR PC072010-1
Attachments: cable unloading (100809).xls

Susan,

Integra re-iterates its earlier comments, which Qwest has failed to address or satisfy. Although Qwest acknowledges that rates are outside the scope of CMP, Qwest is nonetheless implementing a new process in CMP that it admitted during the monthly CMP meeting will result in new charges. This is the same approach used by Qwest and rejected by the Arizona commission previously, when the Arizona Commission said, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1), Docket No. T-03406A-06-0257: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." The fact that Qwest will implement new rates, but refuses to discuss them, highlights the objectionable nature of Qwest's unilateral action.

The federal Act and rules require Qwest to negotiate with CLECs in good faith. It is not good faith to implement a process via CMP that requires an ICA amendment while not providing the ICA amendment to CLECs for review. Regardless of whether Qwest provides its proposed amendment in CMP or separately, please provide Qwest's proposed amendment (before any ad hoc call or other CMP activity). Please indicate whether Qwest's proposed amendment (which was referenced by Qwest in CMP) is the same as the proposed amendments that Integra and PAETEC have already rejected in negotiations and, if not, please identify any differences.

CLECs cannot meaningfully review proposed changes without knowing what rates would be associated with those changes. As previously indicated, if Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions. Enclosed is a matrix of Commission-approved line conditioning rates. Please confirm whether Qwest intends to provide any changes to its line conditioning practices at Commission-approved rates.

Qwest has not obtained agreement on an input approach as required by CMP Document Section 5.4.5.1 and should not be proceeding without that agreement. If Qwest nonetheless proceeds with its unilateral ad hoc call, please ensure that any Qwest representatives on the call are familiar with all of the written materials and discussions that have occurred to date in both of the previous CRs and associated escalations (see CR #PC082808-1IGX; CR #PC020409) and that they are familiar with the Qwest-Integra negotiations, including the written matrices and explanatory comments provided to Qwest by Integra. Mark Nickell, who presented Qwest's short paragraph at the monthly CMP meeting, was also present during negotiations with Integra. In addition, please provide in advance of the call the side-by-side comparison of each aspect of the process previously used for ADSL (including facilities assignment, the algorithm used for facilities assignment, tests conducted for provisioning and repair, NC and NCI codes used, etc.) before and after Qwest grandparented ADSL over CLEC objection, as requested by PAETEC on the CMP call and previously by Integra.

Even with this information, Qwest's proposed approach is wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution. As indicated below, timing of events, combined with the fact that Qwest's Change Request is for Minnesota only, shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket).

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Monday, July 26, 2010 12:24 PM
To: 'New Cr, Cmp'; 'Redman-Carter, Julia'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; kwillis@popp.com; 'Merz, Gregory R.'
Subject: RE: CR PC072010-1

Susan –

I still request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net
4050 Olson Memorial Hwy, Suite 100
Golden Valley, MN 55422
Virtual Phone: (763) 222-1004
Virtual Fax: (763) 444-2541
eMail: jim.hickle@velocitytelephone.com

SOLUTIONS, SERVICE AND SAVINGS - *FAST!*

Velocity has introduced our NEW Virtual Office...Contact me for details today!

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Monday, July 26, 2010 12:02 PM
To: 'Redman-Carter, Julia'; Johnson, Bonnie J.; 'Jim Hickle'
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; Coyne, Mark; Nickell, Mark; kwillis@popp.com
Subject: RE: CR PC072010-1

Qwest is planning to hold an ad hoc meeting(s) to gain CLEC input on the proposed optional product offering associated with PC072010-1. We are currently looking at the date of August 12 with meeting notification provided by August 5. At that time, the redlined PCAT documents will be made available on the Wholesale

calendar entry along with an agenda. Qwest will not be providing rate or amendment documents as they are outside of the scope of CMP. With that in mind, a discussion of rates and/or amendments will not be a part of the CMP ad hoc meeting.

Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Redman-Carter, Julia [mailto:Julia.Redman-Carter@PAETEC.com]
Sent: Friday, July 23, 2010 12:01 PM
To: Johnson, Bonnie J.; 'Jim Hickle'; New Cr, Cmp
Cc: Isaacs, Kimberly D.; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; Coyne, Mark; Nickell, Mark; kwillis@popp.com
Subject: RE: CR PC072010-1

PAETEC agrees with Integra as stated below in the email from Bonnie Johnson.

Julia Redman-Carter

Julia Redman-Carter
Carrier Relations Manager
(319) 790-2250 Office
(319) 790-7901 Fax
julia.redman-carter@paetec.com

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Friday, July 23, 2010 11:05 AM
To: 'Jim Hickle'; 'New Cr, Cmp'
Cc: Isaacs, Kimberly D.; Redman-Carter, Julia; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; Johnson, Bonnie J.
Subject: CR PC072010-1

Susan,

In response to your email yesterday, Integra and its entities (Integra) disagree with Qwest. Qwest cannot excuse a clear violation of the terms of the CMP Document by claiming it is ok because Qwest always violates it. The CMP Document states in Section 5.4.5.1 on page 45:

> Qwest will present the Change Request at the Monthly CMP Product/Process Meeting. The purpose of the presentation will be to:
>
> - Clarify the proposal with the CLECs
> - Confirm the disposition level of the Change (see below).
> - Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.), and **obtain agreement** for input approach
> - Confirm deadline, if change is mandated
> - Provide proposed implementation date, if applicable

See http://www.qwest.com/wholesale/cmp/ (emphasis added). This shows that it is Qwest's obligation to propose a suggested input approach. Qwest failed to do so, and clearly Qwest failed to obtain agreement.

Qwest is also in violation of CMP because Qwest said at the CMP meeting that there would be rates associated with Qwest's changes, but rates and the application of rates are outside the scope of CMP and cannot be implemented via CMP. For example, in Arizona Decision No. 70557 (p. 32 line 26 – p. 33 line 1) , Docket No. T-03406A-06-0257, the Commission said: "We concur with Staff, and caution Qwest to review its procedures so that the CMP is not utilized to change Commission-approved rates." If Qwest does change its PCAT and procedures in this regard, Qwest will have to provide the changed process at existing Commission approved rates, unless and until Qwest obtains approval of different rates from the state commissions.

Regarding the point raised by Jim Hickle of Velocity as to improper notice, there is support in the CMP Document for the notion that CLECs may raise issues by walk-on whereas Qwest cannot (for the simple reason that Qwest can control the timing of implementation of CLEC requests, while the reverse is not true and CLECs cannot control the timing of Qwest changes). The CMP Document refers to walk-on items as being originated by CLECs:

> "CRs that are not submitted fourteen (14) calendar days prior to the Monthly CMP Systems Meeting may be introduced at that Monthly CMP Systems Meeting as walk-on items. The Originating CLEC will present the CR . . ." Section 5.1.4, p. 30 (emphasis added).

Even assuming walk-ons are available to Qwest, Qwest should use judgment in, and have defensible reasons for, presenting issues as walk-ons. This is not an issue that arose suddenly so as to prevent Qwest from providing 14 calendar days notice. In fact, this issue has been through CMP twice before, and on both occasions Qwest denied CLECs' requested resolution of the issues. (See CR #PC082808-1IGX; CR #PC020409 and, e.g., the enclosed documents.) Also enclosed are two chronologies that shed further light on events related to this issue over a number of *years*. The change is a Level 4 Change Request (CR). The CMP Document states in Section 5.4.5 on page 45: "Level 4 changes are defined as changes that have **a major effect** on existing CLEC operating procedures or that require the development of new procedures. Level 4 changes will be originated using the CMP CR process and **provide CLECs an opportunity to have input into the development of the change prior** to implementation" (emphasis added). Yet, Qwest's Change Request (enclosed) is all of one paragraph long, and it simply lists topics with no information whatsoever about how Qwest's handling of these major issues will change. Qwest also provided no adequate, legitimate business reason why its Change Request is limited to Minnesota only, when Qwest's problem processes exist throughout its 14-state territory. It is impossible to provide input on something so short and ill defined.

Timing of events shows that the real driver of Qwest's sudden and surprise decision to walk-on a short, vague Minnesota-only Change Request about this important, long-disputed CLEC-affecting issue is Qwest litigation tactics directed at Minnesota docket number P-6312, 421/C-08-1381 (the MN UNE Provisioning Docket). A Change Request properly submitted fourteen calendar days before the July 21, 2010 monthly CMP meeting would have been submitted on July 7, 2010. The day after, on July 8, 2010, Integra filed with the MN PUC, in the MN UNE Provisioning Docket, a Motion for Prehearing Conference in which Integra requested specifically that the first deadline to be scheduled should be for Qwest's overdue response to the Joint CLEC's 11/24/09 comments. (The MN ALJ then scheduled a prehearing conference for July 27, 2010.) The timing, combined with the fact that the Qwest CR is limited to MN-only, shows that Qwest simply threw together a wholly inadequate paragraph and walked it on during the CMP meeting to enable Qwest to argue for more delay in the docket because, according to Qwest, the issues are now being addressed in CMP. Jim Hickle of Velocity has already expressed, in his email below, his view of such tactics.

We disagree the issues are being addressed in any meaningful or proper way in CMP. As the ALJ found in the MN Qwest-Eschelon ICA Arbitration: "Eschelon has provided convincing evidence that the CMP process does not always provide CLECs with adequate protection from Qwest making important unilateral changes in the terms and conditions of interconnection." (MPUC P-5340,421/IC-06-768, Arbitrators' Report, ¶ 22). CLECs have already used CMP twice for these issues, and Qwest's Change Request serves no purpose but for Qwest to act unilaterally and cause further delay. It is no response to this to say that Qwest is claiming the changes are allegedly "optional," when the alternative is the current Qwest process which is already in violation of ICAs and federal law, as explained in detail in Joint CLECs' 11/24/09 MN comments and attachments.

Even assuming the issues go forward in CMP in this manner, Qwest has not provided any workable approach to proceeding in CMP for process and procedures that need changing throughout its territory. To the extent Qwest proposes an input approach at all in its email below (which does not meet the CMP Document requirement of presenting the proposal at a CMP Meeting), Qwest said that it is willing only to schedule "an ad hoc meeting prior to the notification and redlined documents being distributed" (emphasis added). Based on past experience, Qwest's reference to "redlined documents" refer to redlines to its own online Product Catalog (PCAT). Integra made a specific request to see Qwest's full proposals, including Qwest's proposed amendment, which Qwest ignores. At this point, CLECs have no idea if Qwest's proposed amendment referenced in by Qwest in CMP looks anything like the proposed amendments that CLECs in MN have already rejected in negotiations. CLECs cannot assess a proposal without knowing the associated proposed rates, which based on previous experience, Qwest provides not in the PCAT but in the amendment.

Qwest's email suggestion is not an "input approach," because CLECs can hardly provide input on proposed changes they have never seen. An ad hoc call, even assuming it occurs after Qwest's provides its proposed documentation, amendment, and rates, is also wholly inadequate to provide input and certainly to reach any kind of business resolution, particularly in this context, when years of raising operational issues, business and CMP escalations, and multi-state negotiations, in addition to MN Commission-ordered settlement negotiations, have not resulted in resolution.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

From: Jim Hickle [mailto:jim.hickle@velocitytelephone.com]
Sent: Friday, July 23, 2010 7:02 AM
To: 'New Cr, Cmp'; Johnson, Bonnie J.
Cc: Isaacs, Kimberly D.; 'Julia Redman-Carter'; 'Jamie Nelson'; rod.cox@tdsmetro.com; cmpcr@qwest.com; 'Coyne, Mark'; 'Nickell, Mark'; gregory.merz@gpmlaw.com
Subject: RE: CR PC072010-1
Importance: High

Susan –

Thanks for the politically correct Qwest response, but I object to this type of "negotiation" tactic by Qwest. The introduction of this CR may be by the rules, but it does not pass the smell test in my mind and I believe it is not ethical and with ulterior motives. If Qwest is going to have some implementation challenges and that is why they chose to implement it in only one state on a trial basis that they choose another state because of the 1066 Docket and Investigation. This issue is important to us and I object to the way it was introduced. I feel like it was introduced under the radar without proper notification to all interested parties especially in light of the 1066 Investigation.

I formally request that this CR request, CR PC072010-1, be removed by Qwest pending the settlement of the 1066 docket in Minnesota.

Jim

Jim Hickle, President
Velocity Telephone, Inc.
Created by USFamily.net

4050 Olson Memorial Hwy, Suite 100
Golden Valley, MN 55422
Virtual Phone: (763) 222-1004
Virtual Fax: (763) 444-2541
eMail: jim.hickle@velocitytelephone.com

SOLUTIONS, SERVICE AND SAVINGS - *FAST!*

Velocity has introduced our NEW Virtual Office...Contact me for details today!

From: New Cr, Cmp [mailto:cmpcr2@qwest.com]
Sent: Thursday, July 22, 2010 3:43 PM
To: 'Johnson, Bonnie J.'
Cc: Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com; 'cmpcr@qwest.com'; Coyne, Mark; Nickell, Mark
Subject: RE: CR PC072010-1

Bonnie,

Qwest followed the same approach as it has for other CRs. Once the originator has presented the CR, the originator asks if there are any questions. If there are none, Qwest typically relays the notice will be distributed with the proposed documentation updates.

In this instance, Mark Nickell presented the CR, took questions from the CLEC community, and relayed the redlined documents would be available soon. Mark Nickell responded to several CLEC questions in regard to the CR however no CLEC requested an ad hoc meeting to discuss this change in more detail. When Mark Coyne relayed the redlined documents would be made available via the notification, there was no disagreement on this proposal during the meeting. Qwest assumed this approach for gaining input to the change request was satisfactory. Typically, if an ad hoc meeting is required, it is requested by the CLEC community.

Qwest assumed agreement on this approach to gain input. If members of the CLEC community would prefer to have an ad hoc meeting prior to the notification and redlined documents being distributed, Qwest is certainly willing to schedule one.

Thank you,
Susan Lorence
Qwest CMP Project Manager
402 422-4999

From: Johnson, Bonnie J. [mailto:bjjohnson@integratelecom.com]
Sent: Wednesday, July 21, 2010 11:57 AM
To: 'cmpcr@qwest.com'
Cc: Johnson, Bonnie J.; Isaacs, Kimberly D.; Julia Redman-Carter (julia.redman-carter@paetec.com); Jamie Nelson (jnelson@popp.com); 'jim.hickle@velocitytelephone.com'; rod.cox@tdsmetro.com
Subject: CR PC072010-1

Mark/Qwest,

On today's CMP call, Qwest presented a Change Request (CR) that was not provided at least 14 calendar days before the meeting per CMP Document. Instead, Qwest presented the CR as a walk-on agenda item today. Per Section 5.4.5.1 of the CMP Document, when presenting any CR, Qwest must: "Propose suggested input approach (e.g., a 2 hour meeting, 4 meetings over a two week period, etc.) and obtain agreement for input approach" (emphasis added). Qwest did not propose an approach or obtain agreement.

The meetings or collaborative to provide input to Qwest's proposal will naturally be unproductive if CLECs do not have the terms upon which CLECs are to provide input. As I stated on the CMP call today, Integra will review Qwest's proposal and respond. We need to understand the proposal to provide meaningful input.

Integra and its entities (Integra) request that Qwest provide its proposed input approach to CLECs as required by Section 5.4.5.1, as well as Qwest's full proposal and proposed amendment, for CR # CR PC072010-1.

Bonnie

Bonnie Johnson | Director Carrier Relations
direct 763.745.8464 | fax 763.745.8459
Integra Telecom | 6160 Golden Hills Drive | Golden Valley, MN 55416-1020
bjjohnson@integratelecom.com

Summary of Cable Unloading / Bridge Tap Removal Rates in Qwest Region

	Arizona	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal			
	9.2.2.4.1 Under 18,000 Feet, per Loop		$40.00	A, 7
	9.2.2.4.2 Above 18,000 Feet, per Location (for Aerial and Buried)		$70.00	A, 7
	9.2.2.4.3 Above 18,000 Feet, per Location (for Underground)		$400.00	A, 7
	9.2.2.4.4 Above 18,000 Feet, Each Additional Coil or Tap at the Same Time & Location & Cable		$2.00	A, 7
A	Cost Docket T-00000A-00-0194 Phase II Order No. 64922 Effective 6/12/02			
7	Qwest is reinstating the Cable Unloading/Bridge Tap Removal Charge effective 3/14/05. Qwest can t bill the current rate structure, but will bill customers the lowest rates.			

	Colorado	MRC	NRC	Notes
9.2.1.7	Cable Unloading / Bridge Tap Removal			
	9.2.1.7.1 First Splice Location		$85.00	7
	9.2.1.7.2 Each Additional Splice Location		$50.00	7
7	Qwest is reinstating the Cable Unloading /Bridge Tap Removal Charge effective 3/14/05.			

	Iowa	MRC	NRC	Notes
9.2.1.5	Unbundled Loop Grooming (2-Wire) Applies to IDLC Loops	$4.61		A
9.2.1.6	Unbundled Loop Grooming (4-Wire) Applies to IDLC Loops	$10.97		A
A	Cost Docket RPU-96-9 Effective 12/8/98			

	Idaho	MRC	NRC	Notes
9.2.2.4	Loop Unloading	$9.00		A, 8
9.2.2.5	Loop Conditioning	$22.00		A, 8
A	AT&T Arbitration Docket USW-T-96-15, Order No 27738, effective September 17, 1998			
8	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest Retail DSL offering. In order to permit CLECs to provision their own xDSL Capable Loops, Qwest in now re-instituting the charge to continue Conditioning for the 2/4-Wire Unbundled Loop, ADSL Compatible Unbundled Loop, ISDN (BRI) Capable Unbundled Loop, xDSL-I Capable Unbundled Loop, Non-Commercial Line Sharing, Line Splitting, Non-Commercial Shared Distribution Loop and Loop Splitting, effective 3/14/05. Qwest can t bill the REC rate structure, but will bill customers the lower of the two rates.			

	Minnesota	MRC	NRC	Notes
9.2.2.4	Cable Unloading		$ 40.00	J
J	Docket No. P-421/AM-06-713 Review of TELRIC Rates Track 1			

	Montana	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$ 110.00	A, 8
A	Cost Docket D2000.6.89 Stipulated Agreement Approved in Order No. 6260b Effective 10/12/01			
8	Qwest is reinstating the Cable Unloading / Bridge Tap Removal Charge effective 3/14/05.			

	Nebraska	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$615.79	10
10	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest Retail DSL offering. In order to permit CLECs to provision their own xDSL Capable Loops, Qwest in now re-instituting the charge to continue Conditioning for the 2/4-Wire Unbundled Loop, ADSL Compatible Unbundled Loop, ISDN (BRI) Capable Unbundled Loop, xDSL-Capable Unbundled Loop, Non-Commercial Line Sharing Line Splitting. Non-Commercial Shared Distribution Loop and Loop Splitting, effective 3/14/05.			

	New Mexico	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$377.28	D, 9
D	Cost Docket Utility Case 3495, Phase B, effective 5/24/05			
9	The Cable Unloading / Bridge Tap Removal charge approved in Utility Case No. 3495 Phase B does not apply until further notice.			

	North Dakota	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		No Charge at this Time	C
C	Cost Docket Case No. PU-2342-01-296			

	Oregon	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$0.00	D
D	UT 148/UM 963 (Order No. 00-481)			

	South Dakota	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$58.50	8
8	Effective 11/04, Qwest will no longer perform Bridge Tap and/or Load Coil Removal (Conditioning) to facilitate provisioning of its Qwest			

	Utah	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$7.16	C, 6
C	Cost Docket 00-049-105 Effective 7/10/02			
6	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 4/15/05.			

	Washington	MRC	NRC	Notes
9.2.2.4	Cable Unloading		$304.12	A, 14
9.2.2.5	Bridge Tap Removal		$147.37	A, 14
A	Generic Cost Docket, UT-960369			
14	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05. Because Qwest can t currently bill the existing rate structure, custoerms will be charge the Lower Bridge Tap Removal rate for either Cable Unloading or Bridge Tap Removal			

	Wyoming	MRC	NRC	Notes
9.2.2.4	Cable Unloading / Bridge Tap Removal		$615.79	A, 8
A	Ordered in Docket Number 70000-TA-01-700, effective 7/1/02.			
8	Qwest is reinstating the Cable Unloading and Bridge Tap Removal Charges effective 3/14/05.			