

**Washington Disputed Issues List – Updated August 23, 2007**  
**Eschelon/Qwest ICA Negotiations Docket Number UT-063061**

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

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

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

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

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(1 of 2 options for 1.7.2)	<p><u>such letters are attached hereto as Exhibits N -O).</u></p> <p><u>1.7.2.1 Notwithstanding any other provision in this Agreement, the intervals in Exhibit C may be shortened pursuant to the Change Management Process (CMP) without requiring the execution or filing of any amendment to this Agreement.</u></p>			
Issue 1-1  Section 1.7.2  (2 of 2 options)	<p><b>PROPOSAL #2</b></p> <p><u>1.7.2 If the Commission orders, or Qwest chooses to offer and CLEC desires to accept intervals different from those set forth in this Agreement, including Exhibit C, the Parties shall amend this Agreement under one (1) of the two (2) options set forth in Section 1.7.1 (an interval Advice Adoption Letter or interval interim Advice Adoption Letter terminating with approval of negotiated Amendment) pertaining to the new interval (rather than new product) (or as otherwise ordered by the Commission). The forms of such letters are attached hereto as Exhibits N -O).</u></p>		<p><b>SAME FOR BOTH PROPOSALS:</b></p> <p><u>1.7.2 Notwithstanding any other provision in this Agreement, the attached Exhibit C will be modified pursuant to the Change Management Process (“CMP”) without requiring the execution of an amendment.</u></p>	

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

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

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	<u>b) 25 or more DS0 EEL/Loop Mux;</u> <u>c) 4 or more DS3 UDITs;</u> <u>and</u> <u>d) 4 or more DS3 EEL/Loop Mux</u>			
Issue 1.1 (e)  Section 9.23.9.4.3 (First Sentence only)  Intervals for Loop Mux Combinations (LMC)	9.23.9.4.3 [ <del>24.4.4.3</del> ] <del>Standard</del> <del>s</del> Service intervals for LMC(s) <u>Loops are set forth in Exhibit C in</u> <del>the Service Interval Guide (SIG)</del> available at <u>www.qwest.com/wholesale . . . .</u>		9.23.9.4.3 [ <b>24.4.4.3</b> ] <u>Standard</u> <del>S</del> service intervals for LMC( <del>s</del> ) <u>Loops are set forth in Exhibit C in</u> <u>the Service Interval Guide (SIG)</u> available at <u>www.qwest.com/wholesale .....</u>	
Section 1.7.3 and subparts <i>See Issue            9-50 below</i>				
Issue 1-2 Intentionally Left Blank				
<b>RATE            APPLI-            CATION</b>				
Issue 2-3	<b>PROPOSAL #1:</b>		2.2 – Disputed portion (Issue 1):	

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Issue# <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
Section 2.2 <sup>4</sup>  Application of Rates in Exhibit A  (1 of 2 issues in 2.2)   (1 of 2 options)	<p><u>2.2 – Disputed portion (Issue 1): The rates in Exhibit A and when they apply are addressed in Section 2.2.</u></p> <p>2.2 Entire Provision:  2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or</p>		<p><u>Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.</u></p> <p>2.2 Entire Provision:  2.2 The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations and interpretations thereof, including but not limited to state rules, regulations, and laws, as of March 11, 2005 (the Existing Rules). Nothing in this Agreement shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the Existing Rules or an admission by Qwest or CLEC that the Existing Rules should not be changed, vacated, dismissed, stayed or</p>	

<sup>4</sup> Section 2.2 contains two disputed issues (Application of Rates in Exhibit A; and Effective Date of Legally Binding Changes). The full language of Section 2.2 is provided in this matrix for only the first of these two issues. The second issue is addressed separately below, but only the disputed portion of Section 2.2 (an excerpt, instead of repeating the whole provision again) is shown in the Proposed Language columns. This format will likewise be used elsewhere in the matrix, where there is more than one disputed issue in a particular section.

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	<p>modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this</p>		<p>modified. Nothing in this Agreement shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed or modified. To the extent that the Existing Rules are vacated, dismissed, stayed or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement. It is expressly understood that this Agreement will be amended as set forth in this</p>	

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Issue#/ <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
	<p>Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. <u>The rates in Exhibit A and when they apply are addressed in Section 22. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</u> <del>a</del>Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. <del>In the event neither Party</del></p>		<p>Section 2.2, to reflect the outcome of generic proceedings by the Commission for pricing, service standards, or other matters covered by this Agreement, except where CLEC notifies Qwest in writing that an amendment is not required. <u>The rates in Exhibit A and when they apply are addressed in Section 22. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</u> <del>a</del>Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. <u>In the event neither Party</u></p>	



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	<p><del>provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date.</del> While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>		<p><u>provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date.</u> While any negotiation or Dispute resolution is pending for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement. For purposes of this Section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation, has passed.</p>	
<p>Issue 2-3  Section 2.2<sup>5</sup> and Section 22.4.1,2</p>	<p><b>PROPOSAL #2</b></p> <p>..... <u>Each Party has an obligation to ensure that the Agreement is amended accordingly.</u> Where the</p>		<p><del>..... Each Party has an obligation to ensure that the Agreement is amended accordingly.</del> Where the Parties fail to agree upon such an</p>	

<sup>5</sup> Section 2.2 contains two disputed issues (Application of Rates in Exhibit A; and Effective Date of Legally Binding Changes). The full language of Section 2.2 is provided in this matrix for only the first of these two issues. The second issue is addressed separately below, but only the disputed portion of Section 2.2 (an excerpt, instead of repeating the whole provision again) is shown in the Proposed Language columns. This format will likewise be used elsewhere in the matrix, where there is more than one disputed issue in a particular section.

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<p>Application of Rates in Exhibit A</p> <p>(1 of 2 issues in 2.2)</p> <p>(2 of 2 Options)</p>	<p>Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement.....</p> <p>....<u>The rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates).</u> Rates in Exhibit A include legally binding decisions of the Commission-</p>		<p>amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement.....</p> <p><del>....The rates in Exhibit A and when they apply are further addressed in Section 22. Generally, with respect to rates, this Section 2.2 addresses changes to rates that have been previously approved by the Commission, and Section 22 (Pricing) also addresses rates that have not been previously approved by the Commission (Unapproved Rates). Rates in Exhibit A include legally binding decisions of the Commission</del></p>	

<sup>6</sup> As an alternative to placing this language in Section 22.4.1.2, Eschelon also is willing to add the above quoted language at the end of Section 22.4.1.1 (Arizona, Oregon, Utah, Washington state-specific).

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	<p>22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. <u>Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.</u><sup>6</sup></p>		<p>22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission. <del>Each Party reserves its rights with respect to whether Interim Rates are subject to true-up. If, however, the Commission issues an order with respect to rates that is silent on the issue of a true-up, the rates shall be implemented and applied on a prospective basis from the effective date of the legally binding Commission decision as described in Section 2.2. Rates in Exhibit A include legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission.</del></p>	

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EFFECTIVE DATE OF LEGALLY BINDING CHANGES				
Issue 2-4  Section 2.2  Effective Date of Legally Binding Changes  (2 of 2 issues in Section 2.2)  (1 of 2 Options)	<b>PROPOSAL #1:</b> . .  <del>... When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</del> <del>a</del> Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. <del>In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. . . .</del>		<del>... When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. In the event neither Party provides notice within thirty (30) Days, the effective date of the legally binding change shall be the effective date of the amendment unless the Parties agree to a different date. . . .</del>	
Issue 2-4	<b>PROPOSAL #2:</b>		<b>PROPOSAL #2:</b>	

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<p>Section 2.2</p> <p>Effective Date of Legally Binding Changes</p> <p>(2 of 2 issues in Section 2.2)</p> <p>(2 of 2 Options)</p>	<p>..... <u>Each Party has an obligation to ensure that the Agreement is amended accordingly.</u> Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement.....</p> <p><u>Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, if any. If a Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission’s regularly established rules that the Commission establish</u></p>		<p>..... <del>Each Party has an obligation to ensure that the Agreement is amended accordingly.</del> Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute resolution provision of this Agreement.....</p> <p><del>Each Party reserves its rights with respect to the effective date of a legally binding modification or change of the Existing Rules and, if different, other dates for implementation or application of an order, if any. If a Party desires a particular deadline or time period for application or implementation of any aspect of a proposed order, the Party may request under the Commission’s regularly established rules that the Commission establish</del></p>	

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	<p><u>a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order shall be implemented and applied on a prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as “effective immediately” or a specific date), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</u> While any negotiation or Dispute resolution is.....</p>		<p><u>a specific implementation date, stay the order, or provide other such relief as applicable. If, however, the Commission enters an order that is silent on the issue, the order shall be implemented and applied on a prospective basis from the date that the order is effective either by operation of law or as otherwise stated in the order (such as “effective immediately” or a specific date), unless subsequently otherwise ordered by the Commission or, if allowed by the order, agreed upon by the Parties. When a regulatory body or court issues an order causing a change in law and that order does not include a specific implementation date, a Party may provide notice to the other Party within thirty (30) Days of the effective date of that order and any resulting</u> While any negotiation or Dispute resolution is.....</p>	
Section 4 Definition of “Commission Approved Wire Center List”				

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See Issue 9-37 below				
Section 4 Definition of “Wire Center Docket” See Issue 9-37 below				
<b>DESIGN CHANGES</b>				
Issue 4-5  Section 9.2.3.8  See (a) to (c) below for related sections: 9.2.3.9 and Exhibit A at 9.20.13  “Design Change”	<b>NOTE: OPEN UNLESS COST-CASED CHARGE ALSO ADOPTED.</b> <sup>7</sup> 9.2.3.8 <u>Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply.)</u>		9.2.3.8 Design Change rates for Unbundled Loops (unless the need for such change is caused by Qwest, in which case this rate does not apply.)	
Issue 4-5 (a)	9.2.3.9 CFA Change – 2/4 Wire		9.2.3.9 Rates for CFA changes are	

<sup>7</sup> See Denney Surrebuttal pp. 25-27

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9.2.3.9 CFA Change	<u>Loop Cutovers. Connecting Facility Assignment (CFA) changes for Coordinated Installation Options for 2-Wire and 4-Wire analog (voice grade) Loops (excluding the Batch Hot Cut Process) on the day of the cut, during test and turn up. When this charge applies, the Design Change rate for Unbundled Loops does not apply.</u>		<u>set forth in Exhibit A (unless the need for such change is caused by Qwest, in which case this rate does not apply).</u>	
Issue 4-5 (b) Intentionally Left Blank				
Issue 4-5 (c) Exhibit A Section 9.2.13 Design Change Charge	<u>9.20.13 Design Change (Transport)</u> <u>9.20.13.1.1 Manual \$53.65</u> <u>E</u> <u>9.29.13.1.2 Mechanized \$50.45</u> <u>E</u> <u>9.20.13.2 ..... Loop \$30.00</u> <u>1</u> <u>9.20.13.3 CFA..... \$ 5.00</u> <u>1</u>		<u>9.20.13 Design Change (Transport)</u> <u>9.20.13.1.1 Manual \$53.65</u> <u>E</u> <u>9.29.13.1.2 Mechanized \$50.45</u> <u>E</u> <u>9.20.13 Design Change (Transport)</u> <u>9.20.13.1.1 Manual \$53.65</u> <u>E</u> <u>9.29.13.1.2 Mechanized \$50.45 E</u> <u>9.20.13.2 Loop</u> <u>9.20.13.2.1 Manual \$53.65</u> <u>E</u> <u>9.20.13.2.2 Mechanized \$50.45</u>	



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			<u>E</u>  <u>9.20.13.3 CFA</u> <u>9.20.13.3.1 Manual \$53.65</u>  <u>E</u>  <u>9.20.13.3.2 Mechanized \$50.45</u>  <u>E</u>  <u>9.20.13.2 ..... Loop \$30.00</u> <u>†</u>  <u>9.20.13.3 CFA..... \$ 5.00</u> <u>†</u>	
<b>DISCONTIN- UATION OF ORDER PROCESS- ING</b>				

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

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

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options)	within thirty (30) Days following the Payment Due Date. . . . <u>If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. . . .</u>		provided under this Agreement within thirty (30) Days following the Payment Due Date. . . . <del>If the billed Party asks the Commission to prevent discontinuance of order processing and/or rejection of orders (e.g., because delay in submitting dispute or making payment was reasonably justified due to inaccurate or incomplete Billing), the Billing Party will continue order processing while the proceedings are pending, unless the Commission orders otherwise. . . .</del>	
Issue 5-7 Section 5.4.3 & see (a) below related section 5.13.1  Commission approval for disconnects	5.4.3 <u>With the Commission's approval pursuant to Section 5.13.1,</u> <del>t</del> The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less the wholesale		5.4.3 <del>With the Commission's approval pursuant to Section 5.13.1,</del> <del>t</del> The Billing Party may disconnect any and all relevant services for failure by the billed Party to make full payment, less any disputed amount as provided for in Section 21.8 of this Agreement, for the relevant services provided under this Agreement within sixty (60) Days following the Payment Due Date. For Resale products pursuant to Section 6, the billed Party will pay the applicable tariffed non-recurring charge less	

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	<p>discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, <u>if disconnection has been approved by the Commission.</u> For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the</p>		<p>the wholesale discount set forth in Exhibit A, required to reconnect each resold End User Customer line disconnected pursuant to this paragraph. The Billing Party will notify the billed Party in at least ten (10) business days prior to disconnection of the unpaid service(s). In case of such disconnection, all applicable undisputed charges, including termination charges, if any, shall become due. If the Billing Party does not disconnect the billed Party's service(s) on the date specified in the ten (10) business days notice, and the billed Party's noncompliance continues, nothing contained herein shall preclude the Billing Party's right to disconnect any or all relevant services of the non-complying Party without further notice, <del>if disconnection has been approved by the Commission.</del> For reconnection of the non-paid service to occur, the billed Party will be required to make full payment of all past and current undisputed charges under this Agreement for the relevant services. Additionally, the Billing Party may request a deposit (or recalculate the</p>	

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	<p>deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>		<p>deposit) as specified in Sections 5.4.5 and 5.4.7 from the billed Party, pursuant to this Section. Both Parties agree, however, that the application of this provision will be suspended for the initial three (3) Billing cycles of this Agreement and will not apply to amounts billed during those three (3) cycles. In addition to other remedies that may be available at law or equity, each Party reserves the right to seek equitable relief, including injunctive relief and specific performance.</p>	
<p>Issue 5-7(a) Section 5.13.1 Commission approval prior to disconnection</p>	<p>5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <u>must notify the Commission in writing and</u> may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall</p>		<p>5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this Agreement, and such default or violation shall continue for thirty (30) Days after written notice thereof, the other Party <del>must notify the Commission in writing and</del> may seek relief in accordance with the Dispute resolution provision of this Agreement. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall</p>	

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	<p>not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. <u>Neither Party shall disconnect service to the other Party without first obtaining Commission approval.</u> To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>		<p>not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect. <del>Neither Party shall disconnect service to the other Party without first obtaining Commission approval.</del> To the extent that either Party disputes, pursuant to Section 21.8, any amount due hereunder, the Party’s withholding of such disputed amounts pursuant to Section 21.8 shall not constitute a default under this Section 5.13 during the pendency of such dispute.</p>	
<b>DEPOSITS</b>				
<p>Issue 5-8 Section 5.4.5 De Minimus Amount  (1 of 3 issues in 1<sup>st</sup> Eschelon proposal for 5.4.5)</p>	<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed <u>non-de minimus</u> amount received more than thirty (30) Days after the Payment Due Date . . .  <u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other</p>		<p><u>5.4.5 Disputed portion (issue 1):</u> “Repeatedly Delinquent” means payment of any undisputed <del>non-de minimus</del> amount received more than thirty (30) Days after the Payment Due Date . . .  <u>Entire provision:</u> 5.4.5 Each Party will determine the other Party's credit status based on previous payment history as described below or, if the Parties are doing business with each other</p>	

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



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	<p>months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u></p>		<p>months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is Repeatedly Delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <del>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</del></p>	

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

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Issue 5-10 Intentionally Left Blank				
Issue 5-11 Section 5.4.5 Disputes Before Commission (3 of 3 issues in 1 <sup>st</sup> Eschelon proposal for 5.4.5)	5.4.5 .....Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u>		5.4.5 .....Required deposits are due and payable within thirty (30) Days after demand and conditions being met, <u>unless the billed Party challenges the amount of the deposit or deposit requirement (e.g., because delay in submitting disputes or making payment was reasonably justified due to inaccurate or incomplete Billing) pursuant to Section 5.18. If such a Dispute is brought before the Commission, deposits are due and payable as of the date ordered by the Commission.</u>	
Issue 5-12 Section 5.4.5 Deposit Requirement (Eschelon Proposal #3)	<b>PROPOSAL #3:</b> 5.4.5 <del>Each Party will determine the other Party's credit status based on previous payment history as described below, or If the Parties are doing business with each other for the first time, each Party will determine the other Party's credit status based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not</del>		<b>PROPOSAL #3:</b> 5.4.5 <u>Each Party will determine the other Party's credit status based on previous payment history as described below, or if If the Parties are doing business with each other for the first time, each Party will determine the other Party's credit status based on credit reports such as Dun and Bradstreet. If a Party that is doing business with the other Party for the first time has not</u>	

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	<p>established satisfactory credit with the other Party according to the previous sentence <del>or the Party is Repeatedly Delinquent in making its payments,</del> or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <u>The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit. “Repeatedly delinquent” means any payment received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the same Billing</u></p>		<p>established satisfactory credit with the other Party according to the previous sentence <u>or the Party is Repeatedly Delinquent in making the payments,</u> or the Party is being reconnected after a disconnection of service or discontinuance of the processing of orders by the Billing Party due to a previous non-payment situation, the Billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. <del>The Billing Party may also require a deposit for the failure of the other Party to make full payment, less any disputed amount as provided for in Section 21 of this Agreement, for the relevant services provided under this Agreement within ninety (90) Days following the Payment Due Date, if the Commission determines that all relevant circumstances warrant a deposit.</del> <u>“Repeatedly delinquent” means payment of any undisputed amount received thirty (30) Days or more after the Payment Due Date, three (3) or more times during a twelve (12) month period on the</u></p>	

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	<p>account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1<sup>st</sup> three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is repeatedly delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.</p>		<p><u>same Billing account number. Accounts with amounts disputed under the dispute provisions of this agreement shall not be included as Repeatedly Delinquent based on amounts in dispute alone. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the 1<sup>st</sup> three (3) months from the date of the triggering event which would be either the date of the request for reconnection of services or resumption of order processing and/or the date CLEC is repeatedly delinquent as described above for all services. The deposit may be a surety bond if allowed by the applicable Commission regulations, a letter of credit with terms and conditions acceptable to the Billing Party, an – interest bearing escrow account, or some other form of mutually acceptable security such as a cash deposit. Required deposits are due and payable within thirty (30) Days after demand and conditions being met.</u></p>	
<b>REVIEW</b>				

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<b>OF CREDIT STANDING</b>				
Issue 5-13 Section 5.4.7  Review of credit standing  (1 of 2 options)	<b>PROPOSAL #1:</b> <u>5.4.7 Intentionally Left Blank.</u>		<b>SAME FOR BOTH PROPOSALS:</b> <u>5.4.7 Intentionally Left Blank</u>	
Issue 5-13 Section 5.4.7  Review of credit standing  (2 of 2 options)	<b>PROPOSAL #2:</b> <u>5.4.7 If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, the Billing Party may review the other Party's credit standing and increase the amount of deposit required, if approved by the Commission, but in no event will the maximum amount exceed the amount stated in Section 5.4.5. Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or CLECs.</u>		<b>SAME FOR BOTH PROPOSALS:</b> <u>5.4.7 If a Party has received a deposit pursuant to Section 5.4.5 but the amount of the deposit is less than the maximum deposit amount permitted by Section 5.4.5, the Billing Party may review the other Party's credit standing and increase the amount of deposit required, if approved by the Commission, but in no event will the maximum amount exceed the amount stated in Section 5.4.5. Section 5.4 is not intended to change the scope of any regulatory agency's or bankruptcy court's authority with regard to Qwest or</u>	

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			CLECs.	
Issue 5-14 Intentionally Left Blank				
Issue 5-15 Intentionally Left Blank				
<b>COPY OF NONDIS- CLOSURE AGREE- MENT</b>				
Issue 5-16  Section 5.16.9.1  Non- disclosure Agreement	5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with		5.16.9.1 The Parties may disclose, on a need to know basis only, CLEC individual forecasts and forecasting information disclosed by Qwest, to legal personnel, if a legal issue arises about that forecast, as well as to CLEC's wholesale account managers, wholesale LIS and Collocation product managers, network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall retail marketing, sales or strategic planning have access to this forecasting information. The Parties will inform all of the aforementioned personnel, with	

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	<p>access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. <u>Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.</u> Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.</p>		<p>access to such Confidential Information, of its confidential nature and will require personnel to execute a non-disclosure agreement which states that, upon threat of termination, the aforementioned personnel may not reveal or discuss such information with those not authorized to receive it except as specifically authorized by law. <del>Qwest shall provide CLEC with a signed copy of each non-disclosure agreement executed by Qwest personnel within ten (10) Days of execution.</del> Violations of these requirements shall subject the personnel to disciplinary action up to and including termination of employment.</p>	
Issue 6-17 Intentionally Left Blank				
Section 7.3.5.2 <i>See</i> Section 12.2.1.2 (Issue 12- 67(f))				
Section 7.4.7 - <i>See</i> Section				



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1.7.2 above (Issue 1-1)				
<b>TRANSIT RECORD CHARGE AND BILL VALIDA- TION</b>				
Issue 7-18  Section 7.6.3.1  Application of Transit Record Charge	<u>7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These records will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.</u>		<del>7.6.3.1 In order to verify Qwest's bills to CLEC for Transit Traffic the billed party may request sample 11-01-XX records for specified offices. These record will be provided by the transit provider in EMI mechanized format to the billed party at no charge, because the records will not be used to bill a Carrier. The billed party will limit requests for sample 11-01-XX data to a maximum of once every six months, provided that Billing is accurate.</del>	
Issue 7-19  Section 7.6.4  Transit Record Bill Validation Detail	<u>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate</u>		<del>7.6.4 Qwest will provide the non-transit provider, upon request, bill validation detail including but not limited to: originating and terminating CLLI code, originating and terminating Operating Company Number, originating and terminating state jurisdiction, number of minutes being billed, rate</del>	

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	<u>elements being billed, and rates applied to each minute.</u>		<u>elements being billed, and rates applied to each minute.</u>	
Issue 8-20 Intentionally Left Blank				
Issue 8-20 (a) Intentionally Left Blank				
Issue 8-21 Intentionally Left Blank				
Issue 8-21 (a) Intentionally Left Blank				
Issue 8-21 (b) Intentionally Left Blank				
Issue 8-21 (c) Intentionally Left Blank				
Issue 8-21 (d) Intentionally Left Blank				
Issue 8-21 (e) Intentionally Left Blank				
Issue 8-21 (f) Intentionally Left Blank				

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Issue 8-22 Intentionally Left Blank				
Issue 8-23 Intentionally Left Blank				
Issue 8-24 Intentionally Left Blank				
Issue 8-25 Intentionally Left Blank				
Issue 8-26 Intentionally Left Blank				
Issue 8-27 Intentionally Left Blank				
Issue 8-28 Intentionally Left Blank				
Issue 8-29 Intentionally Left Blank				
Issue 8-30 Intentionally Left Blank				
Sections 9.1.1.1.1 & 9.1.1.1.1.1 – See Issue 9-				

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58(e) (Section 9.23.4.4.3.1) below				
Sections 9.1.1.1.1 & 9.1.1.1.2 – See Issue 9- 58(d) (Section 9.23.4.5.1) below				
<b>NON- DISCRIMIN ATORY ACCESS TO UNES</b>				
Issue 9-31  Section 9.1.2  Non- discriminatory access to UNEs  (1 of 2 Options)	<b>PROPOSAL #1:</b>  9.1.2 Qwest shall provide non- discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non- discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Activities</u> <del>available for</del> Unbundled Network		<b>SAME FOR BOTH PROPOSALS:</b>  9.1.2 Qwest shall provide non- discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non- discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Activities</u> <del>available for</del> Unbundled Network	

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

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	<p>access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>		<p>access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>	
<p>Issue 9-31 Section 9.1.2  Non-discriminatory access to UNEs  (2 of 2 Options)</p>	<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Activities</u></p>		<p>9.1.2 Qwest shall provide non-discriminatory access to Unbundled Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. The quality of an Unbundled Network Element Qwest provides, as well as the access provided to that element, will be equal between all Carriers requesting access to that element. <u>Access to Activities</u></p>	

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

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<b>Issue#/<sup>1</sup> Section#<sup>2</sup></b>	<b>ESCHELON PROPOSED LANGUAGE<sup>3</sup></b>		<b>QWEST PROPOSED LANGUAGE</b>	
	<p>opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>		<p>opportunity to compete. For the period of time Qwest provides access to CLEC to an Unbundled Network Element, CLEC shall have exclusive use of the Network Element, except when the provisions herein indicate that a Network Element will be shared. Notwithstanding the foregoing, Qwest shall provide access and UNEs at the service performance levels set forth in Section 20. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Unbundled Network Elements are subject to this requirement. In addition, Qwest shall comply with all state wholesale service quality requirements.</p>	
Issue 9-32 Intentionally Left Blank				
Issue 9-32(a) Intentionally Left Blank				
Issue 9-32 (b) Intentionally Left Blank				



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Issue# <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
Issue 9-32 (c) Intentionally Left Blank				
<b>NETWORK MAINTENANCE AND MODERNIZATION</b>				
Issue 9-33  Section 9.1.9 Network Maintenance and Modernization Activities –  Affect on End User Customers  (1 of 2 issues in Sections 9.1.9)  (1 of 2 Options)	<b>PROPOSAL #1 (Issue 1)</b>  <u>9.1.9 Disputed portion (Issue 1):</u> 9.1.9 ..... Such changes may result in minor changes to transmission parameters <u>but the changes to transmission parameters will not adversely affect service to any CLEC End User Customers (other than a reasonably anticipated temporary service interruption, if any, needed to perform the work). (In addition, in the event of emergency, see Section 9.1.9.1).</u> <sup>8</sup>  <u>9.1.9 Entire provision – Proposal #1:</u>  9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary		<u>9.1.9 Disputed portion (Issue 1):</u> 9.1.9 ..... Such changes may result in minor changes to transmission parameters <del>but the changes to transmission parameters will not adversely affect service to any CLEC End User Customers (other than a reasonably anticipated temporary service interruption, if any, needed to perform the work).</del> <del>(In addition, in the event of emergency, see Section 9.1.9.1).</del>  <u>9.1.9 Entire provision:</u>  9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary	

<sup>8</sup> Eschelon also continues to offer in the alternative: “but will not adversely affect service to any End User Customers. (In the event of emergency, however, see Section 9.1.9.1).”

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

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	<p>attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur <u>including, if the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information, and any other information required by applicable FCC rules.</u> Qwest provides such disclosures on an Internet web site.</p>		<p>attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur <u>including, if the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information, and any other information required by applicable FCC rules.</u> Qwest provides such disclosures on an Internet web site.</p>	
<p>Issue 9-33 Section 9.1.9 Network Maintenance and Modernization Activities –</p>	<p><b>PROPOSAL #2 (Issue 1)</b></p> <p><u>..... If such changes result in the CLEC's End User Customer experiencing unacceptable<sup>9</sup> changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action</u></p>		<p><del>..... If such changes result in the CLEC's End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action</del></p>	

<sup>9</sup> To the extent that Qwest criticizes the DOC language adopted in Minnesota because it is unclear to whom it must be unacceptable, Eschelon has no objection to adding “to CLEC” after “unacceptable”.

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<p>Affect on End User Customers</p> <p>(1 of 2 issues in Sections 9.1.9)</p> <p>(2 of 2 Options)</p>	<p><u>to restore the transmission quality to an acceptable level if it was caused by the network changes.</u></p> <p><u>9.1.9 – Entire Provision – Proposal #2:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. <u>If such changes result in the CLEC’s End User Customer experiencing unacceptable<sup>10</sup> changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes</u> This Section 9.1.9 does not address retirement of copper Loops or</p>		<p><del>to restore the transmission quality to an acceptable level if it was caused by the network changes.</del></p> <p><u>9.1.9 – Entire Provision – Proposal #2:</u></p> <p>9.1.9 In order to maintain and modernize the network properly, Qwest may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in minor changes to transmission parameters. <del>If such changes result in the CLEC’s End User Customer experiencing unacceptable changes in the transmission of voice or data, Qwest will assist the CLEC in determining the source and will take the necessary corrective action to restore the transmission quality to an acceptable level if it was caused by the network changes.</del> This Section 9.1.9 does not address retirement of copper Loops or</p>	

<sup>10</sup> To the extent that Qwest criticizes the DOC language adopted in Minnesota because it is unclear to whom it must be unacceptable, Eschelon has no objection to adding “to CLEC” after “unacceptable”.

<sup>11</sup> Note: Eschelon will accept “End User Customer” or “CLEC End User Customer” here.

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	<p>Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur <u>including, if the changes are specific to an End User Customer,<sup>11</sup> circuit identification, if readily available, and any other information required by applicable FCC rules.</u> Qwest provides such</p>		<p>Subloops, which are addressed in Sections 9.2.1.2.2 (and subparts), 9.2.1.2.2.3, 9.2.1.2.3 (and subparts), and 9.2.2.3.3. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. Qwest shall provide CLEC advance notice of network changes pursuant to applicable FCC rules, including changes that will affect (i) CLEC’s performance or ability to provide service (ii) network Interoperability or (iii) the manner in which Customer Premises equipment is attached to the public network. Changes that affect network Interoperability include changes to local dialing from seven (7) to ten (10) digit, area code splits, and new area code implementation. FCC rules are contained in CFR Part 51 and 52. Such notices will contain the location(s) at which the changes will occur <del>including, if the changes are specific to an End User Customer, circuit identification, if readily available, and any other information required by applicable</del> FCC rules. Qwest provides such</p>	

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	disclosures on an Internet web site.		disclosures on an Internet web site.	
Issue 9-33(a) Intentionally Left Blank				
Issue 9-34 Section 9.1.9 Network Maintenance and Modernization Activities – Location at Which Changes Occur  (2 of 2 issues ) (1 of 2 Options)	<b>PROPOSAL #1 (Issue 2):</b>  .....Such notices will contain the location(s) at which the changes will occur <u>including, if the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information</u> , and any other information required by applicable FCC rules.		.....Such notices will contain the location(s) at which the changes will occur <del>including, if the changes are specific to a CLEC End User Customer, the circuit identification and CLEC End User Customer address information</del> , and any other information required by applicable FCC rules.	
Issue 9-34 Section 9.1.9	<b>PROPOSAL #2 Issue 2:</b>  .....Such notices will contain the		.....Such notices will contain the	

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Network Maintenance and Modernization Activities –  Location at Which Changes Occur  (2 of 2 issues ) (2 of 2 Options)	location(s) at which the changes will occur <u>including, if the changes are specific to an End User Customer,<sup>12</sup> circuit identification, if readily available,</u> and any other information required by applicable FCC rules.		location(s) at which the changes will occur <u>including, if the changes are specific to an End User Customer, circuit identification, if readily available,</u> and any other information required by applicable FCC rules.	
Issue 9-35 Intentionally Left Blank				
Issue 9-36 Intentionally Left Blank				
Section 9.1.12.1 – See Issue 12-67 (Section 12.2.1.2) below				
Issue 9-37 (Section				

<sup>12</sup> Note: Eschelon will accept “End User Customer” or “CLEC End User Customer” here.

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9.1.13.3) <i>See below - Moved to “Stayed Issues”</i>				
Issue 9-37 (a) (Section 9.1.14.4) <i>See below - Moved to “Stayed Issues”</i>				
Issue 9-37 (b) Intentionally Left Blank				
Issue 9-38 (Section 9.1.13.4 and subparts) <i>See below - Moved to “Stayed Issues”</i>				
Issue 9-39 Intentionally Left Blank				
Issue 9-40 (Sections 9.1.13.5.2; 9.1.15.2.1) – <i>see below -</i>				



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Moved to “Stayed Issues”				
Issue 9-41 [Section 9.1.14.4 (2 of 2 issues in Section 9.1.14.4 )] – <i>see below</i> - Moved to “Stayed Issues”				
Issue 9-42 Section (9.1.14.4.1) – <i>see below</i> Moved to “Stayed Issues”				
Section 9.1.14.6 – <i>See Issue 9- 40 (Section 9.1.13.5.2) – stayed/below</i>				
Section 9.1.15.2.1 - <i>See Issue 9- 40 (Section 9.1.13.5.2)</i>				

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<i>Stayed/below</i>				
Issue 9-43 Section 9.1.15.2.3  Conversions - Circuit ID	<u>9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.</u>		<del>9.1.15.2.3 The circuit identification (“circuit ID”) will not change. After the conversion, the Qwest alternative service arrangement will have the same circuit ID as formerly assigned to the high capacity UNE.</del>	
Issue 9-44  Section 9.1.15.3; See subparts to Issue 9-44 (a) and Issue 9- 44 (b) for related issues in 9.1.15.3.1 & 9.1.15.3.1.1  Manner of Conversion	<u>9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.</u>		<del>9.1.15.3 If Qwest converts a facility to an analogous or alternative service arrangement pursuant to Section 9.1.15, the conversion will be in the manner of a price change on the existing records and not a physical conversion. Qwest will re-price the facility by application of a new rate.</del>	
Issue 9-44 (a)  Section 9.1.15.3.1	<u>9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous</u>		<del>9.1.15.3.1 Qwest may perform the re-pricing through use of an “adder” or “surcharge” used for Billing the difference between the previous</del>	

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Manner of Conversion – Use of adder or surcharge	<u>UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.</u>		<u>UNE rate and the new rate for the analogous or alternative service arrangement, much as Qwest currently does to take advantage of the annual price increases in its commercial Qwest Platform Plus product.</u>	
Issue 9-44 (b) Section 9.1.15.3.1.1 Manner of Conversion - Use of USOC	<u>9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.</u>		<u>9.1.15.3.1.1 Qwest may add a new Universal Service Ordering Code (“USOC”) for this purpose and assign the “adder” or “surcharge” rate to that USOC.</u>	
Issue 9-44 (c) Section 9.1.15.3.1.1 Manner of Conversion - Same USOC	<u>9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.</u>		<u>9.1.15.3.1.2 For any facility converted to an analogous or alternative service arrangement pursuant to Section 9.1.15.3, Qwest will either use the same USOC or the USOC will be deemed to be the same as the USOC for the analogous or alternative service arrangement for pricing purposes, such as for the purpose of calculating volumes and discounts for a regional commitment plan.</u>	
Issue 9-45				

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Intentionally Left Blank				
Issue 9-46 Intentionally Left Blank				
Issue 9-47 Intentionally Left Blank				
Issue 9-48 Intentionally Left Blank				
Sections 9.2.2.3 and 9.2.2.3.3 – <i>See Issue 9-33 above</i>				
Section 9.2.3.8 - <i>See Issue 4-5</i>				
Section 9.2.3.9 - <i>See Issue 4-5 (a)</i>				
Issue 9-49 Intentionally Left Blank				
<b>PHASE OUT -- SUBLOOPS</b>				
Issues 9-50				

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Intentionally Left Blank				
Issue 9-53  Section 9.9 and subpart; 1.7.3 and subparts  Phase out; UCCRE -  (2 of 4 Options)	<p><b>PROPOSAL #2:</b></p> <p><u>1.7.3 Phase out process.</u> If Qwest desires to phase-out the provision of an element, service or functionality included in this agreement, it must first obtain an Order from the Commission approving its process for withdrawing the element, service or functionality. Obtaining such a Order will not be necessary if Qwest (1) promptly phases-out an element, service or functionality from the agreements of all CLECs in <b>insert applicable state</b> within a three-month time period when the FCC has ordered that the element, service or functionality does not have to be ordered, or (2) follows a phase-out process ordered by the FCC.</p> <p>9.9.1 Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest</p>		<p><del>1.7.3 Phase out process.</del> If Qwest desires to phase-out the provision of an element, service or functionality included in this agreement, it must first obtain an Order from the Commission approving its process for withdrawing the element, service or functionality. Obtaining such a Order will not be necessary if Qwest (1) promptly phases-out an element, service or functionality from the agreements of all CLECs in <b>insert applicable state</b> within a three-month time period when the FCC has ordered that the element, service or functionality does not have to be ordered, or (2) follows a phase-out process ordered by the FCC.</p> <p>9.9.1 Intentionally Left Blank Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and</p>	

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	<u>obtains a phase-out order (pursuant to Section 1.7.3) from the Commission within four months from the effective date of this Agreement.</u>		<del>subparts of the SGAT, unless Qwest obtains a phase-out order (pursuant to Section 1.7.3) from the Commission within four months from the effective date of this Agreement.</del>	
Issue 9-53  Section 9.9 and subpart; 1.7.3 and subparts  Phase out; UCCRE -  (3 of 4 Options)	<b>PROPOSAL #3:</b> <u>1.7.3 If Qwest desires to phase out or otherwise cease offering on a wholesale basis (without first individually amending every interconnection agreement containing that term and updating the SGAT) an Interconnection service, access to Unbundled Network Elements (UNEs), Ancillary Services or Telecommunications Services available for resale, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. For example, if a product is generally available per the terms of the SGAT</u>		<del>If Qwest desires to phase out or otherwise cease offering on a wholesale basis (without first individually amending every interconnection agreement containing that term and updating the SGAT) an Interconnection service, access to Unbundled Network Elements (UNEs), Ancillary Services or Telecommunications Services available for resale, Qwest must request and obtain Commission approval, after CLEC and other potentially affected carriers are afforded reasonable notice and opportunity to be heard in a generic Commission proceeding. For example, if a product is generally available per the terms of the SGAT</del>	

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	<p><u>and is contained in the ICAs of other CLECs (but not CLEC), before refusing to make that product available to CLEC on the same terms on the basis that Qwest intends to cease offering the product (such as due to lack of demand), Qwest must either (1) amend the ICAs of those other CLECs and update the SGAT to remove the product; or (2) obtain Commission approval to cease offering the product on a wholesale basis. This provision is intended to help facilitate nondiscrimination by ensuring that Qwest cannot refuse to offer a product on the same terms to CLEC while that product is still contained in the ICAs of other CLECs or in the SGAT.</u></p> <p><u>1.7.3.1 If the basis for Qwest’s request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3.</u></p>		<p><del>and is contained in the ICAs of other CLECs (but not CLEC), before refusing to make that product available to CLEC on the same terms on the basis that Qwest intends to cease offering the product (such as due to lack of demand), Qwest must either (1) amend the ICAs of those other CLECs and update the SGAT to remove the product; or (2) obtain Commission approval to cease offering the product on a wholesale basis. This provision is intended to help facilitate nondiscrimination by ensuring that Qwest cannot refuse to offer a product on the same terms to CLEC while that product is still contained in the ICAs of other CLECs or in the SGAT.</del></p> <p><del>1.7.3.1 If the basis for Qwest’s request is that Qwest is no longer required to provide the product or service pursuant to a legally binding modification or change of the Existing Rules, in the cases of conflict, the pertinent legal ruling and the terms of Section 2.2 of this Agreement govern notwithstanding anything in this Section 1.7.3.</del></p>	

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	<p><u>1.7.3.2 This Section 1.7.3 is not intended to change the scope of any regulatory agency's authority with regard to Qwest or CLECs.</u></p> <p><u>1.7.3.3 This Section 1.7.3 relates to the cessation of a product or service offering on a wholesale basis as described in Section 1.7.3 (referred to as a “phase out” or as “cease offering”). Nothing in this Section 1.7.3 prevents another CLEC and Qwest from mutually agreeing to remove a product from an individual ICA to which CLEC is not a party.</u></p> <p><u>1.7.3.4 Before Qwest submits a request to phase out or cease offering a product or service (as those terms are used in this Section 1.7.3) pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest must continue to offer the product or service, unless the Commission orders otherwise.</u></p> <p><u>1.7.3.4.1 If the Commission orders that Qwest need not offer the</u></p>		<p><del>1.7.3.2 This Section 1.7.3 is not intended to change the scope of any regulatory agency's authority with regard to Qwest or CLECs.</del></p> <p><del>1.7.3.3 This Section 1.7.3 relates to the cessation of a product or service offering on a wholesale basis as described in Section 1.7.3 (referred to as a “phase out” or as “cease offering”). Nothing in this Section 1.7.3 prevents another CLEC and Qwest from mutually agreeing to remove a product from an individual ICA to which CLEC is not a party.</del></p> <p><del>1.7.3.4 Before Qwest submits a request to phase out or cease offering a product or service (as those terms are used in this Section 1.7.3) pursuant to this Section 1.7.3, and while a request pursuant to this Section 1.7.3 is pending before the Commission, Qwest must continue to offer the product or service, unless the Commission orders otherwise.</del></p> <p><del>1.7.3.4.1 If the Commission orders that Qwest need not offer the</del></p>	



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	<p><u>product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.</u></p> <p><u>1.7.3.5 If the Commission approves the phase out or other cessation of a product or service offering that is contained in this Agreement, the product or service will no longer be available per the terms of the Commission’s order without the need for an amendment to this Agreement, unless the Commission</u></p>		<p><del>product or service while the proceeding is pending, the Commission may place such restrictions on that order as allowed by its rules and authority, including a condition that if Qwest later offers the product or service to any CLEC, it must then inform CLECs of the availability of the product or service and offer it to other CLECs on the same terms and conditions. If those terms and conditions are in this Agreement (but were not in effect due to the Commission order that Qwest need not offer the product or service while the proceeding is pending), once Qwest offers those terms to any other CLEC, Qwest must offer those terms to CLEC pursuant to those terms in this Agreement without amendment as well.</del></p> <p><del>1.7.3.5 If the Commission approves the phase out or other cessation of a product or service offering that is contained in this Agreement, the product or service will no longer be available per the terms of the Commission’s order without the need for an amendment to this Agreement, unless the Commission</del></p>	

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	<p><u>orders otherwise or the Parties agree to amend this Agreement. Qwest will amend its SGAT consistent with the Commission’s ruling, unless the Commission orders otherwise.</u></p> <p>9.9.1 <u>Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.</u></p>		<p><del>orders otherwise or the Parties agree to amend this Agreement. Qwest will amend its SGAT consistent with the Commission’s ruling, unless the Commission orders otherwise.</del></p> <p>9.9.1 <u>Intentionally Left Blank</u> <del>Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) to CLEC in a non-discriminatory manner according to the terms and conditions of Section 9.9 and subparts of the SGAT, unless Qwest obtains an order from the Commission that it need not offer UCCRE to CLECs, such as an order pursuant to Section 1.7.3 of this Agreement.</del></p>	
Issue 9-53  Section 9.9 and subparts (UCCRE); 1.7.3 and subparts	<p><b>PROPOSAL #4:</b></p> <p><u>1.7.3 If Qwest desires to phase out or otherwise cease offering a product, service, element, or functionality on a wholesale basis that it has previously made available pursuant to Section 251 of</u></p>		<p><del>1.7.3 If Qwest desires to phase out or otherwise cease offering a product, service, element, or functionality on a wholesale basis that it has previously made available pursuant to Section 251 of</del></p>	

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Phase out; UCCRE -  (4 of 4 Options)	<p><u>the Act, Qwest must first obtain an order from the Commission adopting a process for doing so. Once that process in place, Qwest may use that process as ordered by the Commission.</u></p> <p><u>1.7.3.1 Unless and until a process is approved by the Commission as described in Section 1.7.3, Qwest must continue to offer such products, services, elements, or functionalities on a nondiscriminatory basis, such that Qwest may not refuse to make an offering available to CLEC on the same terms as it is available to other CLECs through their ICAs or the SGAT on the grounds that Qwest, although it has not yet amended those agreements, indicates that it intends to cease offering that product (such as due to lack of demand). If the Commission does not adopt a process as described in Section 1.7.3 or Qwest chooses not to use that process, Qwest may cease a wholesale offering by promptly amending all ICAs containing that offering to remove it.</u></p>		<p><del>the Act, Qwest must first obtain an order from the Commission adopting a process for doing so. Once that process in place, Qwest may use that process as ordered by the Commission.</del></p> <p><del>1.7.3.1 Unless and until a process is approved by the Commission as described in Section 1.7.3, Qwest must continue to offer such products, services, elements, or functionalities on a nondiscriminatory basis, such that Qwest may not refuse to make an offering available to CLEC on the same terms as it is available to other CLECs through their ICAs or the SGAT on the grounds that Qwest, although it has not yet amended those agreements, indicates that it intends to cease offering that product (such as due to lack of demand). If the Commission does not adopt a process as described in Section 1.7.3 or Qwest chooses not to use that process, Qwest may cease a wholesale offering by promptly amending all ICAs containing that offering to remove it.</del></p>	

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	<p><u>Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.</u></p> <p><b>9.9.1 Description</b></p> <p><u>9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.</u></p> <p><b>9.9.2 Terms and Conditions</b></p> <p><u>9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS Port is connected to the Demarcation Point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is</u></p>		<p><del><u>Intentionally Left Blank Qwest shall provide Unbundled Customer Controlled Rearrangement Element (UCCRE) in a non-discriminatory manner according to the following terms and conditions.</u></del></p> <p><del><b>9.9.1 Description</b></del></p> <p><del><u>9.9.1.1 Unbundled Customer Controlled Rearrangement Element (UCCRE) provides the means by which CLEC controls the configuration of Unbundled Network Elements (UNEs) or ancillary services on a near real time basis through a digital cross connect device. UCCRE utilizes the Digital Cross-Connect System (DCS). UCCRE is available in Qwest Wire Centers that contain a DCS and such DCS is UCCRE compatible.</u></del></p> <p><del><b>9.9.2 Terms and Conditions</b></del></p> <p><del><u>9.9.2.1 DCS ports are DS1, DS3 and Virtual Ports (Virtual Ports are for connecting one end user to another). The DCS Port is connected to the Demarcation Point using tie cables via the appropriate DSX cross connect panel. The DSX panel serves both as a "Design-To" point and a network interface at the DCS. CLEC is</u></del></p>	

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	<p><u>responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 Port functionality, CLEC will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.</u></p> <p><u>9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.</u></p> <p><u>9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's End User Customers.</u></p> <p><u>9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.</u></p> <p><b>9.9.3 Rate Elements</b></p>		<p><del>responsible for designing to the "Design-To" point. CLEC may connect the UCCRE ports to its elements or CLEC designated equipment. If CLEC desires DS0 Port functionality, CLEC will order a DS1 UCCRE Port and provide its own multiplexer (or DS1 UDIT multiplexers) and connect them together. This combination will form the equivalent of 24 DS0-level ports.</del></p> <p><del>9.9.2.2 The reconfiguration of the service is accomplished at the DS0 signal level. Reconfiguration of these services can be accomplished through two methods: Dial Up or Attendant Access.</del></p> <p><del>9.9.2.2.1 Dial Up Access. Qwest will provide access to mutually agreed upon UCCRE points in those offices where UCCRE is available. Qwest will provide and engineer this service in the same manner that it is currently provided to Qwest's End User Customers.</del></p> <p><del>9.9.2.2.2 Attendant Access. When CLEC requests Qwest to make changes on its behalf, an attendant access charge will apply per transaction.</del></p> <p><del><b>9.9.3 Rate Elements</b></del></p>	

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	<p><u>9.9.3.1 Recurring rate elements include:</u>  <u>9.9.3.1.1 DS1 Port;</u>  <u>9.9.3.1.2 DS3 Port;</u>  <u>9.9.3.1.3 Dial Up Access; and</u>  <u>9.9.3.1.4 Attendant Access.</u>  <u>9.9.3.2 Nonrecurring rate elements include:</u>  <u>9.9.3.2.1 DS1 Port;</u>  <u>9.9.3.2.2 DS3 Port; and</u>  <u>9.9.3.2.3 Virtual Ports.</u>  <b><u>9.9.4 Ordering Process</u></b>  <u>9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.</u>  <u>9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.</u></p>		<p><del>9.9.3.1 Recurring rate elements include:</del>  <del>9.9.3.1.1 DS1 Port;</del>  <del>9.9.3.1.2 DS3 Port;</del>  <del>9.9.3.1.3 Dial Up Access; and</del>  <del>9.9.3.1.4 Attendant Access.</del>  <del>9.9.3.2 Nonrecurring rate elements include:</del>  <del>9.9.3.2.1 DS1 Port;</del>  <del>9.9.3.2.2 DS3 Port; and</del>  <del>9.9.3.2.3 Virtual Ports.</del>  <b><del>9.9.4 Ordering Process</del></b>  <del>9.9.4.1 Ordering processes and installation intervals are specified in Exhibit C of this Agreement and are the same as specified in the UNEs - UDIT Section. UCCRE is ordered via the ASR process.</del>  <del>9.9.4.2 UCCRE is ordered with the Basic Installation option. Qwest will begin the work activity on the negotiated Due Date and notify CLEC when the work activity is complete. Test results performed by Qwest are not provided to CLEC.</del></p>	
Issue 9-51 Intentionally Left Blank				

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Issue 9-52 Intentionally Left Blank				
Issue 9-53 Section 9.9 and subparts See Issue 9-50 (above)				
<b>DIFFER- ENT UNE COMBINA- TIONS</b>				
Issue 9-54  Sections 9.23.2  UNE Combination Availability  (1 of 2 issues; For 2 <sup>nd</sup> issue (Loop-Mux Combinations) See Section 9.23.9)	<b>9.23.2 UNE Combinations Description and General Terms</b>  9.23.2 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <u>Loop Mux Combinations</u> . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If		<b>9.23.2 UNE Combinations Description and General Terms</b>  9.23.2 UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) and <del>Loop Mux Combinations</del> . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. Qwest will provision UNE combinations pursuant to the terms of this Agreement without requiring an amendment to this Agreement, provided that all UNEs making up the UNE Combination are contained in this Agreement. If	

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	Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.		Qwest develops additional UNE Combination products, CLEC can order such products without using the Special Request Process, but CLEC may need to submit a questionnaire pursuant to Section 3.2.2.	
Issue 9-54 (a) Intentionally Left Blank				
<b>LOOP – TRANSPORT COMBINATIONS</b>				
Issue 9-55 Sections 9.23.4, 9.23.4.4; 9.23.4.4.1; 9.23.4.5; 9.23.4.6; 9.23.4.5.4 See subparts to Issue 9-58 for related issues in 9.23.4.5.1 Combinations	<b>9.23.4 Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs</b>  <b>PROPOSAL #1:</b> <u>Loop-Transport Combination – For purposes of this Agreement, “Loop- Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without multiplexing capabilities), together with any facilities, equipment, or</u>		<b>9.23.4 Loop-Transport Combinations: Enhanced Extended Links (EELs), Commingled EELs, and High Capacity EELs</b>  <u>When a UNE circuit is commingled with a non-UNE circuit, the rates, terms and conditions of the ICA will apply to the UNE circuit (including the Commission jurisdiction) and the non-UNE circuit will be governed by the rates, terms and conditions of the appropriate Tariff.</u>	



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of Loops and Transport –  Terms	<p><u>functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE components of any Loop-Transport Combinations are governed by this Agreement and the other component(s) of any Loop-Transport Combinations are governed by the terms of an alternative service arrangement, as further described in Section 24.1.2.1.</u></p> <p><b>PROPOSAL #2:</b></p> <p><u>Loop-Transport Combination – For purposes of this Agreement, “Loop-Transport Combination” is a Loop in combination, or Commingled, with a Dedicated Transport facility or service (with or without</u></p>		<p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a <del>Loop-Transport</del> Combination, the arrangement is a Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <del>Loop-Transport</del> Combination (either</p>	

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	<p><u>multiplexing capabilities), together with any facilities, equipment, or functions necessary to combine those facilities. At least as of the Effective Date of this Agreement “Loop-Transport Combination” is not the name of a particular Qwest product. “Loop-Transport Combination” includes Enhanced Extended Links (“EELs”), Commingled EELs, and High Capacity EELs. If no component of the Loop-transport Combination is a UNE, however, the Loop-Transport Combination is not addressed in this Agreement. The UNE component(s) of any Commingled arrangement is governed by the applicable terms of this Agreement. The other component(s) of any Commingled arrangement is governed by the terms of the alternative service arrangement pursuant to which that component is offered (e.g., Qwest’s applicable Tariffs, price lists, catalogs, or commercial agreements).</u></p> <p>Commingled EEL – If CLEC obtains at UNE pricing part (but not all) of a Loop-Transport Combination, the arrangement is a</p>		<p>EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p><b>9.23.4.4 Additional Terms for <u>EELs</u> <del>UNE Components of Loop Transport Combinations</del></b></p> <p>...</p> <p>9.23.4.4.1 <del>EELs and Commingled EELs</del> may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, <del>EELs and Commingled EELs</del> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.</p> <p><b>9.23.4.5 Ordering Process for <u>EELs</u> <del>UNE Components of Loop Transport Combinations</del></b></p> <p>9.23.4.5.4 . . . Qwest may require two (2) service requests when CLEC orders Multiplexed <del>EELs</del> <del>Loop Transport Combinations</del></p>	

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	<p>Commingled EEL. (Regarding Commingling, see Section 24.)</p> <p>High Capacity EEL – “High Capacity EEL” is a <u>Loop-Transport</u> Combination (either EEL or Commingled EEL) when the Loop or transport is of DS1 or DS3 capacity. High Capacity EELs may also be referred to as “DS1 EEL” or “DS3 EEL,” depending on capacity level.</p> <p>...</p> <p><b>9.23.4.4 Additional Terms for <u>EELs</u> <del>UNE Components of Loop Transport Combinations</del></b></p> <p>...</p> <p>9.23.4.4.1 <u>EELs and Commingled EELs</u> may consist of loops and interoffice transport of the same bandwidth (Point-to-Point). When multiplexing is requested, <u>EELs and Commingled EELs</u> may consist of loops and interoffice transport of different bandwidths (Multiplexed). CLEC may also order combinations of interoffice transport, concentration capability and DS0 loops.</p> <p><b>9.23.4.5 Ordering Process for <u>EELs</u> <del>UNE Components of Loop</del></b></p>		<p>(which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p><b>9.23.4.6 Rate Elements for <u>EELs</u> <del>UNE Components of Loop-Transport Combinations</del></b></p>	

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	<p><u>Transport Combinations</u></p> <p>9.23.4.5.4 . . .Qwest may require two (2) service requests when CLEC orders Multiplexed <u>EELs</u> <u>Loop Transport Combinations</u> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.</p> <p><b>9.23.4.6 Rate Elements for <u>EELs</u></b>  <u>UNE Components of Loop Transport Combinations</u></p>			
<b>SERVICE ELIGIBILITY CRITERIA - AUDITS</b>				
Issue 9-56 Sections 9.23.4.3.1.1; <i>See</i> subpart to Issue 9-56 (a) for related issues in 9.23.4.3.1.1.1	9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2- <del>2</del> when Qwest has a concern that CLEC has not met the		9.23.4.3.1.1 After CLEC has obtained High Capacity EELs in accordance with Section 9.23.4.1.2, Qwest may conduct a Service Eligibility Audit to ascertain whether those High Capacity EELs comply with the Service Eligibility Criteria set forth in Section 9.23.4.1.2- <del>2</del> when Qwest has a concern that CLEC has not met the	

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Service Eligibility Criteria – Audits - Concern	<u>Service Eligibility Criteria.</u>		<del>Service Eligibility Criteria.</del>	
Issue 9-56 (a)  Section 9.23.4.3.1.1.1  Service Eligibility Criteria – Audits - Notice	<u>9.23.4.3.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest’s concern.</u>		<del>9.23.4.3.1.1.1 The written notice shall include the cause upon which Qwest has a concern that CLEC has not met the Service Eligibility Criteria. Upon request, Qwest shall provide to CLEC a list of circuits that Qwest has identified as of that date, if any, for which Qwest alleges non-compliance or which otherwise supports Qwest’s concern.</del>	
Sections 9.23.4.4 & 9.23.4.4.1 – See Issue 9-55 (Sections 9.23.4, 9.23.4.5.1) above				
Section 9.23.9.4.3 – See Issue 1-1 (Section 1.7.2) above				

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& Issue 9-61 (Section 9.23.9) below				
Issue 9-57 Intentionally Left Blank				
CO- MMINGLED EELS/ ARRANGE- MENTS				
Issue 9-58  Sections 9.23.4.5.1, 9.23.4.5.1.1; <i>See</i> subparts to Issue 9-58 (a)-(d) and 9- 59 for related issues in 9.23.4.5.4, 9.23.4.6.6 (and subparts), 9.23.4.7 and subparts; 9.1.1.1.1 & 9.1.1.1.1.2  Ordering, Billing, and	9.23.4.5.1 CLEC will submit orders for <u>Loop Transport EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12.  9.23.4.5.1.1 <u>If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</u>  9.23.4.5.4 One (1) LSR is required		9.23.4.5.1 CLEC will submit orders for <u>Loop Transport EELs Combinations</u> using the LSR process. Submission of LSRs is described in Section 12.  9.23.4.5.1.1 <u>If any component of the Loop-Transport Combination is not a UNE (i.e., not a component to which UNE pricing applies), CLEC will indicate on the LSR that the component is not a UNE (e.g., CLEC is ordering the component as an alternate service such as special access). CLEC will indicate this information in the Remarks section of the LSR, unless the Parties agree otherwise.</u>  9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point	

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Circuit ID for Commingled Arrangements – <b>ORDERING</b>  (For alternate proposal, see Section 9-59 below)	when CLEC orders Point-to-Point EELs. and Point-to-Point <u>Commingled EELs. . . .</u>		<del>EELs. and Point to Point Commingled EELs . . .</del>	
Issue 9-58 (a)  Sections 9.23.4.5.4  Ordering, Billing, and Circuit ID for Commingled Arrangements  <b>CIRCUIT ID</b>  [2 of 2 issues in Section 9.23.4.5.4; For 1 <sup>st</sup> issue (terminology) , see (Issue 9- 55 (Section 9.23.4.4.1)	9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs. and Point-to-Point <u>Commingled EELs. For such Point-to-Point Loop-Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</u> Qwest may require two (2) service requests when CLEC orders Multiplexed <del>EELs Loop-Transport Combinations</del> (which are not Point- to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.  <b>NOTE:</b> For Eschelon’s alternative proposal (if single circuit ID is rejected), see Section 9.23.4.7 in subpart below.		9.23.4.5.4 One (1) LSR is required when CLEC orders Point-to-Point EELs. and Point to Point <del>Commingled EELs. For such Point to Point Loop Transport Combinations, Qwest will assign a single circuit identification (ID) number for such combination.</del> Qwest may require two (2) service requests when CLEC orders Multiplexed <del>EELs Loop-Transport Combinations</del> (which are not Point-to-Point) and EEL loops (as part of a multiplexed EEL). Regarding Commingling see Section 24.	

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above]				
Issue 9-58 (b)  Sections 9.23.4.6.6 (and subparts),  Ordering, Billing, and Circuit ID for Commingled Arrangements – <b>BILLING</b>	<p><u>9.23.4.6.6 For each Point-to-Point Loop-Transport Combination (see Section 9.23.4.5.4), all chargeable rate elements for such combination will appear on the same Billing Account Number (BAN).</u></p> <p><b>NOTE:</b> For Eschelon’s alternative proposal (if single BAN is rejected), see Section 9.23.4.6.6 below.</p>		<p><u>9.23.4.6.6 For Commingling see Section 24.</u></p>	
Issue 9-58 (c)  Sections 9.23.4.6.6 (and subparts)  Ordering, Billing, and Circuit ID for Commingled Arrangements – <b>BILLING</b>  (Alternate proposal to	<p><b>Eschelon’s proposed alternate language (if Qwest’s position on 9.23.4.6.6 is accepted in arbitration)</b></p> <p><u>9.23.4.6.6 For each Point-to-Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different method(s), Qwest will relate the</u></p>		<p><b>SAME FOR BOTH PROPOSALS:</b></p> <p><u>9.23.4.6.6 For Commingling, see Section 24.</u></p> <p><del>9.23.4.6.6 For each Point to Point Commingled EEL (see Section 9.23.4.5.4), so long as Qwest does not provide all chargeable rate elements for such EEL on the same Billing Account Number (BAN), Qwest will identify and relate the components of the Commingled EEL on the bills and the Customer Service Records. Unless the Parties agree in writing upon a different</del></p>	



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9.23.4.6.6 in Issue 9- 58(b))	<p><u>components of the Commingled EEL by taking at least the following steps:</u></p> <p><u>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</u></p> <p><u>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</u></p> <p><u>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and</u></p> <p><u>9.23.4.6.6.4 For each Commingled EEL, Qwest will provide on all</u></p>		<p><u>method(s), Qwest will relate the components of the Commingled EEL by taking at least the following steps:</u></p> <p><u>9.23.4.6.6.1 Qwest will provide, on each Connectivity Bill each month, the circuit identification (“circuit ID”) for the non-UNE component of the Commingled EEL in the sub-account for the related UNE component of that Commingled EEL;</u></p> <p><u>9.23.4.6.6.2 Qwest will assign a separate account type to Commingled EELs so that Commingled EELs appear on an account separate from other services (such as special access/private line);</u></p> <p><u>9.23.4.6.6.3 Each month, Qwest will provide the summary BAN and sub-account number for the UNE component of the Commingled EEL in a field (e.g., the Reference Billing Account Number, or RBAN, field) of the bill for the non-UNE component; and</u></p> <p><u>9.23.4.6.6.4 For each Commingled</u></p>	

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	<u>associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</u>		<del>EEL, Qwest will provide on all associated Customer Service Records the circuit ID for the UNE component; the RBAN for the non-UNE component; and the circuit ID for the non-UNE component.</del>	
Issue 9-58 (d)  Section 9.1.1.1.1 & 9.1.1.1.2  Ordering, Billing, and Circuit ID for Commingled Arrangements  <b>OTHER ARRANGEMENTS</b>	<u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u>  <u>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the</u>		<del>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</del>  <del>9.1.1.1.1.2 When a UNE or UNE Combination is connected or attached with a non-UNE wholesale service, unless it is not Technically Feasible or the Parties agree otherwise, CLEC may order the arrangement on a single service request; if a circuit ID is required, there will be a single circuit ID; and all chargeable rate elements for the Commingled service will appear on the same BAN. If ordering on a single service request, using a single identifier, and including all chargeable rate elements on the same BAN is not Technically Feasible, Qwest will identify and relate the elements of the</del>	

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	<p><u>arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</u></p>		<p><u>arrangement on the bill and include in the Customer Service Record for each component a cross reference to the other component, with its billing number, unless the Parties agree otherwise.</u></p>	
<p>Issue 9-58(e)  Sections 9.23.4.4.3.1 &amp; 24.3.2; 9.1.1.1.1 &amp; 9.1.1.1.1.1  Interval for Commingled Arrangements</p>	<p><u>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</u></p> <p><u>24.3.2 See Section 9.23.4.4.3.1 regarding intervals for Commingled EELs.</u></p> <p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.1.1 When a UNE and another service are Commingled,</u></p>		<p><u>9.23.4.4.3.1 When any component of the Loop-Transport Combination is not a UNE, the service interval for the combination will be the longer interval of the two facilities being Commingled. See Section 24.1.2.1.</u></p> <p><u>24.3.2 The service interval for Commingled EELs will be as follows. For the UNE component of the EEL see Exhibit C. For the tariffed component of the EEL see the applicable Tariff.</u></p> <p><u>9.1.1.1.1 Commingled EELs are addressed in Section 9.23. For any other Commingled arrangement, the following terms apply, in addition to the general terms described in Section 24:</u></p> <p><u>9.1.1.1.1.1 When a UNE and another service are Commingled,</u></p>	

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	<p><u>the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</u></p>		<p><del>the service interval for the Commingled arrangement will be the longer interval of the two facilities being Commingled.</del></p>	
<p>Section 9.23.4.5.6 – See Issue 12-67 (Section 12.2.1.2) <i>below</i></p>				
<p>Section 9.23.4.6.6 – See Issue 9-58 (Section 9.23.4.5.1.1) <i>above</i></p>				
<p>Issue 9-59 (alternate)  Sections 9.23.4.7 and subparts  Ordering, Billing, and</p>	<p><b>Eschelon proposed alternate language (if Qwest’s position on 9.23.4.5.4 is accepted in arbitration)</b>  <b>9.23.4.7 Maintenance and Repair for UNE Component of <u>Point-to-Point</u> Commingled EELs</b></p>		<p><b>9.23.4.7 Maintenance and Repair for UNE Component of <u>Point-to-Point</u> Commingled EELs</b></p>	

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<p>Circuit ID for Commingled Arrangements –  <b>CIRCUIT ID/ ALTER- NATE</b>  (Alternate proposal to 9.23.4.5.4 in Issue 9- 58(a))</p>	<p>9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, <u>so long as Qwest provides more than one circuit ID per Commingled EEL</u>, CLEC may provide <u>all both</u> circuit IDs associated with the Commingled EEL in a single trouble report (<i>i.e.</i>, <u>Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL</u>). If CLEC is using CEMR to submit the trouble report, for example, <u>the CLEC may will first report one circuit ID (the circuit it believes has the trouble) and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (i.e., the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported. Should a second repair ticket be required for the circuit in the remarks section, Qwest will contact CLEC, and they will mutually agree who will open the second repair ticket.</u></p>		<p>9.23.4.7.1 When CLEC reports a trouble through any of the means described in Section 12.4.2.2, <del>so long as Qwest provides more than one circuit ID per Commingled EEL</del>, CLEC may provide <del>all both</del> circuit IDs associated with the Commingled EEL in a single trouble report (<i>i.e.</i>, <del>Qwest shall not require CLEC to submit separate and/or consecutive trouble reports for the different circuit IDs associated with the single Commingled EEL</del>). If CLEC is using CEMR to submit the trouble report, for example, <u>the CLEC may will first report one circuit ID (the circuit it believes has the trouble) and include the other circuit ID in the remarks section (unless the Parties agree to a different method). Qwest will communicate a single trouble report tracking number (i.e., the “ticket” number) (described in Section 12.1.3.3.3.1.1) for the Commingled EEL to CLEC at the time the trouble is reported. Should a second repair ticket be required for the circuit in the remarks section, Qwest will contact CLEC, and they will mutually agree who will open the second repair ticket.</u></p>	

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	<p>9.23.4.7.1.1 <u>If any circuit ID is missing from any Customer Service Record associated with the Commingled EEL, Qwest will provide the circuit ID information to CLEC at the time CLEC submits the trouble report.</u></p> <p>9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge <u>(sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both <del>either</del> circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.</u></p>		<p>9.23.4.7.1.1 <u>Intentionally Left Blank</u></p> <p>9.23.4.7.1.2 Qwest may charge a single Maintenance of Service or Trouble Isolation Charge <u>(sometimes referred to as “No Trouble Found” charge) only if Qwest dispatches and no trouble is found on both <del>either</del> circuits associated with the Commingled EEL. If CLEC may charge Qwest pursuant to Section 12.4.1.8, CLEC may also charge only a single charge for both circuits associated with the Commingled EEL.</u></p>	
Issue 9-60 Intentionally Left Blank				
Section 9.23.6.2 – See Issue 9-				

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61 (Section 9.23.9) <i>below</i>				
<b>MULTI- PLEXING (LOOP- MUX COMBINA- TIONS)</b>				
Issue 9-61  Sections 9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1 <sup>st</sup> issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2  Loop-Mux Combination (LMC) – Placement	<b>Eschelon’s proposed placement = Place Loop-Mux Combinations in Section 9 (UNEs).</b>  <b>9.23.9 and subparts – all (see next row)</b>  <b>9.23.2 UNE Combinations Description and General Terms</b> UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) <u>and Loop Mux Combinations</u> . and. If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .		<b>Qwest’s proposed placement = Place Loop-Mux Combinations in Section 24 (Commingling).</b>  <b>24.4.1 and subparts – all (see next row)</b>  <b>9.23.2 UNE Combinations Description and General Terms</b> UNE Combinations are available in, but not limited to, the following products: EELs (subject to the limitations set forth below) <del>and Loop Mux Combinations</del> . If CLEC desires access to a different UNE Combination, CLEC may request access through the Special Request Process set forth in this Agreement. . . .	
Issue 9-61 (a)  Sections	<b>Eschelon proposed modifications (9.23.9 and subparts):</b> 9.23.9.1.1 [24.4.1.1] Loop-Mux		<b>NOTE:</b> See Eschelon Proposed language for cross-references to Section 24. Section 24.4.1 contains	

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<p>9.23.9 and sub-parts; 24.4 and sub-parts; 9.23.2 (2 of 2 issues; For 1<sup>st</sup> issue, see Section 9.23.2); 9.23.4.4.3; 9.23.6.2</p> <p>Loop-Mux Combination (LMC) –</p> <p>LMC Loop versus LMC</p>	<p>combination (LMC) is an unbundled Loop as defined in Section 9.2 of this Agreement (referred to in this Section as an LMC Loop) <del>Combined</del> <u>combined</u> with a <del>private line (PLT), or with a special access (SA), Tariffed DS1 or DS3 multiplexed facility with no interoffice transport. The PLT/SA multiplexed facility is provided as either an Interconnection Tie Pair (ITP) or Expanded Interconnection Termination (EICT)</del> from the high side of the multiplexer to CLEC's Collocation. The multiplexer and the Collocation must be located in the same Qwest Wire Center.</p> <p>9.23.9.1.2 [24.4.1.2] LMC provides CLEC with the ability to access End User Customers and aggregate DS1 or DS0 unbundled Loops to a higher bandwidth via a <del>PLT/SA</del> DS1 or DS3 multiplexer. There is no interoffice transport between the multiplexer and CLEC's Collocation.</p> <p>9.23.9.1.3 [24.4.1.3] Qwest offers the LMC <del>Loop</del> as a Billing conversion or as new Provisioning.</p>		<p>Qwest's corresponding language (without Eschelon's proposed modifications). The black text in Sections 9.23.9 and 24.4.1 is the same and is agreed upon subject to placement. The parties disagree as to the highlighted (<u>red</u>) language. The <u>red</u> modifications in the Eschelon language column are proposed by Eschelon, and Qwest disagrees. The parties also disagree as to placement (see previous issue).</p>	



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	<p>9.23.9.2.1 [24.4.2.1] An <del>UNE</del> Extended Enhanced Loop (EEL) may be <del>combined</del> <del>commingled</del> with the <del>PLT/SA</del> multiplexed facility.</p> <p>9.23.9.2.2 [24.4.2.2] LMC <del>Loops</del> will be provisioned where existing facilities are available or pursuant to the provisions of Section 9.1.2.1 of the Agreement.</p> <p>9.23.9.2.3 [24.4.2.3] The <del>PLT/SA</del> DS1 or DS3 multiplexed facility must terminate in a Collocation.</p> <p>9.23.9.2.4 [[24.4.2.4] <del>Intentionally Left Blank</del> The multiplexed facility is subject to all terms and conditions (ordering, provisioning, and billing) of the appropriate Tariff.</p> <p>9.23.9.2.6 [24.4.2.6] Rearrangements may be requested for work to be performed by Qwest on an existing LMC <del>Loop</del>, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC <del>Loop</del>.</p>			

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	<p>9.23.9.3.2 [24.4.3.2] LMC multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. LMC multiplexing is ordered with LMC Loops. The recurring and nonrecurring rates in Exhibit A apply.</p> <p>[24.4.3.2] LMC Multiplexing is offered in DS3 to DS1 and DS1 to DS0 configurations. Recurring and non-recurring charges will apply.</p> <p>9.23.9.3.2.1 3/1 multiplexing rates are contained in Exhibit A of this Agreement, and include the following:</p> <p>a) <u>Recurring Multiplexing Charge.</u> The DS3 Central Office Multiplexer provides de-multiplexing of one DS3 44.736 Mbps to 28 1.544 Mbps channels.</p> <p>b) <u>Non-recurring Multiplexing Charge.</u> One-time charges apply for a specific work activity associated with installation of the multiplexing service.</p> <p>9.23.9.3.2.2 1/0 multiplexing rates are contained in Exhibit A of this Agreement, and include the following charges:</p> <p>a) <u>Recurring Multiplexing Charge.</u></p>			

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	<p><u>The DS0 Central Office multiplexer provides de-multiplexing of one DS1 1.544 Mbps to 24 64 Kbps channels.</u></p> <p><u>b) Non-recurring Multiplexing Charge. One-time charges apply for a specific work activity associated with installation of the multiplexing service, including low side channelization of all 28 channels.</u></p> <p>9.23.9.3.4 [24.4.3.4] Nonrecurring charges for Billing conversions to LMC Loop are set forth in Exhibit A.</p> <p>9.23.9.3.5 [24.4.3.5] A rearrangement nonrecurring charge as described in Exhibit A may be assessed on some requests for work to be performed by Qwest on an existing LMC Loop, or on some private line/special access circuits, when coupled with a conversion-as-specified request to convert to LMC Loop.</p> <p>9.23.9.4.1 [24.4.4.1] Ordering processes for LMC Loop (s) are contained below and in Section 12 of this Agreement. Qwest will</p>			

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	<p>document its ordering processes in Qwest’s Product Catalog (PCAT). The following is a high-level description of the ordering process:</p> <p>9.23.9.4.1.1 [24.4.4.1] Step 1: Complete product questionnaire for LMC_<del>Loop</del>(s) with account team representative.</p> <p>9.23.9.4.1.4 [24.4.4.1] Step 4: After account team notification, place LMC_<del>Loop</del> orders via an LSR.</p> <p>9.23.9.4.3 [24.4.4.3] [Second Sentence – See Issue 1-1(e) for first sentence] <u>For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></p> <p>9.23.9.4.4 [24.4.4.4] Due date intervals are established when Qwest receives a complete and accurate LSR made through the IMA, EDI or Exact interfaces or through facsimile. For LMC</p>			

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	<p><del>Loops</del>, the date the LSR is received is considered the start of the service interval if the order is received on a business Day prior to 3:00 p.m. For LMC <del>Loops</del>, the service interval will begin on the next business Day for service requests received on a non-business day or after 3:00 p.m. on a business day. Business Days exclude Saturdays, Sundays, New Year’s Day, Memorial Day, Independence Day (4<sup>th</sup> of July), Labor Day, Thanksgiving Day and Christmas Day.</p> <p>9.23.9.4.5 <b>[24.4.4.5]</b> Out of Hours Project Coordinated Installations: CLEC may request an out of hours Project Coordinated Installation. This permits CLEC to obtain a coordinated installation for LMC <del>Loops</del> with installation work performed by Qwest outside of Qwest’s standard installation hours. For purposes of this Section, Qwest’s standard installation hours are 8:00 a.m. to 5:00 p.m. (local time), Monday through Friday, except holidays. Installations commencing outside of these hours are considered to be out of hours Project Coordinated Installations.</p>			

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	<p>9.23.9.6.1 [ <del>24.4.6.1</del>] Qwest will maintain facilities and equipment for LMC <del>Loops</del> provided under this Agreement. <del>Qwest will maintain the multiplexed facility pursuant to the Tariff.</del> CLEC or its End User Customers may not rearrange, move, disconnect or attempt to repair Qwest facilities or equipment, other than by connection or disconnection to any interface between Qwest and the End User Customer, without the prior written consent of Qwest.</p>			
<p>Issue 9-61 (b) Sections 9.23.9 and 24.4 and sub-parts; sub-parts: 9.23.9.4.3, 9.23.4.4.3, 9.23.6.2; Exhibit C, Section 6.0  Loop-Mux</p>	<p>9.23.9.4.3 <del>Standard</del> <u>Service intervals for LMC(s) <del>Loops</del> are set forth in Exhibit C in the Service Interval Guide (SIG) available at <a href="http://www.qwest.com/wholesale">www.qwest.com/wholesale</a>. For <u>UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></u></p> <p>9.23.4.4.3 Installation intervals for <del>EEL</del> <u>UNE Combinations</u> are set</p>		<p>24.4.4.3 <u>Standard service intervals for LMC(s) <del>Loops</del> are set forth in Exhibit C in the Service Interval Guide (SIG) available at <a href="http://www.qwest.com/wholesale">www.qwest.com/wholesale</a>. For <u>UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</u></u></p> <p>9.23.4.4.3 Installation intervals for <del>EEL</del> <u>UNE Combinations</u> are set</p>	

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Combination (LMC) – Intervals	<p>forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address:  <a href="http://www.qwest.com/carrier/guides/sig/index.html">http://www.qwest.com/carrier/guides/sig/index.html</a></p> <p>9.23.6.2 Service intervals for each <del>UNE Combination</del> <del>EEL</del> are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C:  <del>Loop Mux Combo (LMC)</del></p>		<p>forth in Exhibit C but will be no longer than the respective Private Line Transport Service that Qwest will maintain on the following web-site address:  <a href="http://www.qwest.com/carrier/guides/sig/index.html">http://www.qwest.com/carrier/guides/sig/index.html</a></p> <p>9.23.6.2 Service intervals for each <del>UNE Combination</del> <del>EEL</del> are set forth in Exhibit C. For UNE Combinations with appropriate retail analogues, the Provisioning interval will be no longer than the interval for the equivalent retail service. CLEC and Qwest can separately agree to Due Dates other than the interval.</p> <p>Exhibit C:  <del>Loop Mux Combo (LMC)</del></p>					
Issue 9-61(c)  Exhibit A Section 9.23.6 and subparts  LMC Multiplexing	<p><u>9.23.6.1 Interconnection Tie Pair...</u></p> <table border="0"> <tr> <td><u>9.23.6.1.1</u></td> <td><u>\$ 1.29</u></td> </tr> <tr> <td><u>9.23.6.1.2</u></td> <td><u>\$15.26</u></td> </tr> </table> <p><u>9.23.6.6 LMC Multiplexing</u></p> <p><u>9.23.6.6.1 DS1 to DS0, \$203.47, \$295.92, B, B</u></p>	<u>9.23.6.1.1</u>	<u>\$ 1.29</u>	<u>9.23.6.1.2</u>	<u>\$15.26</u>		<p><u>9.23.6.1 Intentionally Left Blank</u></p> <p><u>9.23.6.6 Intentionally Left Blank.</u></p>	
<u>9.23.6.1.1</u>	<u>\$ 1.29</u>							
<u>9.23.6.1.2</u>	<u>\$15.26</u>							

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	<u>9.23.6.6.2 DS3 to DS1, \$235.66, \$302.96, E10, B</u>			
Issue 9-62 Intentionally Left Blank				
Issue 10-63 Intentionally Left Blank				
<b>ROOT CAUSE ANALYSIS AND ACKNOWLEDGEMENT OF MISTAKES</b>				
Issue 12-64  Section 12.1.4, 12.1.4.1, 12.1.4.2, 12.1.4.2.1; 12.1.4.2.2 see subparts below for 12.1.4.2.3; 12.1.4.2.4; 12.1.4.2.5 and 12.1.4.2.6	<u>12.1.4 Root Cause Analysis and Acknowledgement of Mistakes</u>  <b>PROPOSAL #1 FOR 12.1.4.1:</b> <u>12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of a mistake relating to products and services under this Agreement. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End</u>		<u>12.1.4 Intentionally Left Blank</u>	



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<p>Acknowledgement of Mistakes</p>	<p><u>User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition before beginning the process of requesting Qwest acknowledgement of error.</u></p> <p><b>PROPOSAL #2 FOR 12.1.4.1:</b></p> <p><u>12.1.4.1 CLEC may make a written request to its Qwest Service Manager for root cause analysis and/or acknowledgement of mistake(s) in processing wholesale orders, including pre-order, ordering, provisioning, maintenance and repair, and billing. The written request should include the following information, when applicable and available: Purchase Order Number (PON), Service Order Number, billing telephone number, a description of the End User Customer impact and the ticket number associated with the repair of the impacting condition. It is expected that CLEC has followed usual procedures to correct a service impacting condition.</u></p>			

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	<p><u>12.1.4.2 When the Qwest Service Manager receives a request for root cause analysis and/or acknowledgement from CLEC, an investigation process will begin. When this investigation results in agreement that Qwest erred, the Qwest Service Manager will provide written correspondence to CLEC.</u></p> <p><u>12.1.4.2.1 The letter will include a recap of sufficient pertinent information to identify the issue, (e.g., PON, Service Order Number, order Due Date and billing telephone number, as provided in the CLEC request) and the following statement, “Qwest acknowledges its mistake. The error was not made by the other service provider.”</u></p> <p><u>12.1.4.2.2 Qwest understands that time is of the essence in processing such a request and that a response should be provided as quickly as is possible given the particular issue raised by CLEC.</u></p>			

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

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	<u>Customer Contact Information Tool to identify the assigned Qwest Service Manager if CLEC does not know to whom its request can be sent.</u>			
Issue 12-65 Intentionally Left Blank				
Issue 12-66 Intentionally Left Blank				
<b>EXPEDITE ORDERS</b>				
Issue 12-67  Section 12.2.1.2; See subparts below for 12.2.1.2.1, 12.2.1.2.2, 12.2.1.2.3,, 7.3.5.2 and subparts, 9.1.12.1 and subparts; 9.23.4.5.6 , Ex. A 9.20.14	<u>12.2.1.2 Expedites. CLEC may request a Due Date earlier than the applicable Due Date interval for that product or service. Requests for expedites can be made either prior to, or after, submitting CLEC's service request.</u>		<b>NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.</b>	

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

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	<p>disconnect in error;</p> <p>g) <u>Requested service necessary for CLEC End User Customer's grand opening event delayed for facilities or equipment reasons with a future Ready For Service (RFS) date;</u></p> <p>h) <u>Delayed orders with a future RFS date that meet any of the above described conditions;</u></p> <p>i) <u>National Security;</u></p> <p>j) <u>Business Classes of Service unable to dial 911 due to previous order activity; or</u></p> <p>k) <u>Business Classes of Service where hunting, call forwarding or voice mail features are not working correctly due to previous order activity where the End User Customer's business is being critically affected.</u></p>			
Issue 12-67(a)	<p><b>PROPOSAL #2:</b></p> <p>12.2.1.2.1 Notwithstanding any</p>			

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Section 12.2.1.2.1  Expedited Orders –  Emergencies  (2 of 4 Options)	<u>other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such as when certain conditions (e.g., fire or flood) are met and the applicable condition is met with respect to CLEC’s request for an expedited order.</u>			
Issue 12-67(a)  Section 12.2.1.2.1  Expedited Orders –  Emergencies  (3 of 4 Options)	<b>PROPOSAL #3:</b> <u>12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if resources are available and one or more of the following conditions are met:</u> <sup>13</sup>		<u>7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).</u>  <u>7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.</u>	

<sup>13</sup> Without the darker gray shading, this is Eschelon’s proposal #1 for Issue 12-67(a).

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Issue 12-67(a)  Section 12.2.1.2.1  Expedited Orders –  Emergencies  (4 of 4 Options)	<p><b>PROPOSAL #3:</b></p> <p><u>12.2.1.2.1 Notwithstanding any other provision of this Agreement, for all products and services under this Agreement (except for Collocation pursuant to Section 8), Qwest will grant and process CLEC’s expedite request, and expedite charges are not applicable, if Qwest does not apply expedite charges to its retail Customers, such as when certain conditions (e.g., fire or flood) are met and the applicable condition is met with respect to CLEC’s request for an expedited order. If the conditions are met, but resources are not available, Qwest will grant and process CLEC’s expedite request only to the extent that it would grant and process an expedite request for a retail Customer when resources are not available.</u><sup>14</sup></p>			

<sup>14</sup> Without the darker gray shading, this is Eschelon’s proposal #2 for Issue 12-67(a).



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Issue 12-67(b)  Section 12.2.1.2.2 & Exhibit A  Expedited Orders –  Charges in Exhibit A	<u>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC’s expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</u>  Exhibit A, Section 9.20.14, <i>see</i> Issue 12-67(g), <i>below</i>		<del>12.2.1.2.2 If none of the conditions described in Section 12.2.1.2.1 are met, Qwest will grant and process CLEC’s expedite request, but the expedite charges in Exhibit A will apply, unless the need for the expedite is caused by Qwest.</del>  <u>Exhibit A, Section 9.20.14: Qwest’s FCC Tariff No. 1 (footnote 1)</u>	
Issue 12-67(c)  Section 12.2.1.2.3  Expedited Orders –  NRC	<u>12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.</u>		<b>NOTE: QWEST COUNTER AT 7.3.5.2 AND 9.1.12.1 AND SUBSECTIONS SEE ISSUES 12-67(d) and (f) BELOW.</b>  <del>12.2.1.2.3 Nothing in this Section 12.2.1.2 alters whether a non-recurring installation charge in Exhibit A applies to the CLEC order pursuant to the terms of the applicable section of this Agreement. The expedite charge, if applicable, is separate from the installation charge.</del>	
Issue 12-67 (d)	<u>9.1.12.1 For expedites, see Section 12.2.1.2.</u>		<u>9.1.12.1 Expedite requests for designed Unbundled Network Elements are allowed. Expedites</u>	

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<p>Section 9.1.12.1 and subparts;  Expedited Orders –  UNEs</p>			<p><u>are requests for intervals that are shorter than the interval defined in Qwest’s Service Interval Guide (SIG), Exhibit C or Individual Case Basis (ICB) Due Dates as applicable.</u>  <u>9.1.12.1.1 CLEC will request an expedite for designed Unbundled Network Elements, including an expedited Due Date, on the Local Service Request (LSR) or the Access Service Request (ASR), as appropriate.</u>  <u>9.1.12.1.2 The request for an expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest’s Product Catalog for expedites at Qwest’s wholesale web site.</u></p>	
<p>Issue 12-67 (e)  Section 9.23.4.5.6  Expedited Orders –  Combina-</p>	<p><u>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</u></p>		<p><del>9.23.4.5.6 For expedited orders, see Section 12.2.1.2.</del></p>	

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<p>tions</p> <p>Issue 12-67 (f)</p> <p>Section 7.3.5.2 and subparts</p> <p>Expedited Orders –</p> <p>Trunk orders</p> <p>2 options</p>	<p><b>PROPOSAL #1:</b></p> <p>7.3.5.2 Expedite requests for <del>LIS</del> <u>Interconnection</u> trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to <del>LIS</del> <u>Interconnection</u> trunk orders based on rates, terms and conditions described in Exhibit A.</p> <p><b>PROPOSAL #2:</b></p> <p>7.3.5.2 For expedites, see Section <u>12.2.1.2</u></p>		<p><b>SAME FOR BOTH PROPOSALS:</b></p> <p>7.3.5.2 Expedite requests for <u>LIS</u> <del>Interconnection</del> trunk orders are allowed only on an exception basis with executive approval within the same timeframes as provided for other designed services. When expedites are approved, expedite charges will apply to <u>LIS</u> <del>Interconnection</del> trunk orders based on rates, terms and conditions described in Exhibit A.</p> <p><u>7.3.5.2.1 CLEC will request an expedite for LIS trunks, including an expedited Due Date, on the Access Service Request (ASR).</u></p> <p><u>7.3.5.2.2 The request for expedite will be allowed only when the request meets the criteria outlined in the Pre-Approved Expedite Process in Qwest's Product Catalog for expedite charges at Qwest's wholesale web site.</u></p>	
Issue 12-67	9.20.14 Expedite Charge \$100 1,5		9.20.14 Expedite Charge <u>ICB 3,5</u>	

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(g)  Exhibit A Section 9.20.14  Expedite Charge				
Issue 12-68 Intentionally Left Blank				
Issue 12-69 Intentionally Left Blank				
Issue 12-70 Intentionally Left Blank				
<b>JEOPAR- DIES</b>				
Issue 12-71  Section 12.2.7.2.4.4  Jeopardy (1 of 2 Options)	<b>PROPOSAL #1:</b>  <u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR).</u>		<u>12.2.7.2.4.4 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.</u>	

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Issue 12-71  Section 12.2.7.2.4.4  Jeopardy (2 of 2 Options)	<b>PROPOSAL #2:</b>  <u>12.2.7.2.4.4 A jeopardy caused by Qwest will be classified as a Qwest jeopardy, and a jeopardy caused by CLEC will be classified as Customer Not Ready (CNR). Nothing in this Section 12.2.7.2.4.4 modifies the Performance Indicator Definitions (PIDs) set forth in Exhibit B and Attachments 1, 2 and 3 to Exhibit K of this Agreement.</u>		<u>12.2.7.2.4.4 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.</u>	
Issue 12-72  Section 12.2.7.2.4.4.1  Jeopardy Classification	<u>12.2.7.2.4.4.1 There are several types of jeopardies. Two of these types are: (1) CLEC or CLEC End User Customer is not ready or service order is not accepted by the CLEC (when Qwest has tested the service to meet all testing requirements.); and (2) End User Customer access was not provided. For these two types of jeopardies, Qwest will not characterize a jeopardy as CNR or send a CNR jeopardy to CLEC if a Qwest jeopardy exists, Qwest attempts to deliver the service, and Qwest has not sent an FOC notice to CLEC after the Qwest jeopardy occurs but at least the day before Qwest</u>		<u>12.2.7.2.4.4 Specific procedures are contained in Qwest's documentation, available on Qwest's wholesale web site.</u>	

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	<u>attempts to deliver the service. CLEC will nonetheless use its best efforts to accept the service. If needed, the Parties will attempt to set a new appointment time on the same day and, if unable to do so, Qwest will issue a Qwest Jeopardy notice and a FOC with a new Due Date.</u>			
Issue 12-73  Section 12.2.7.2.4.4.2  Jeopardy Correction	<u>12.2.7.2.4.4.2 If CLEC establishes to Qwest that a jeopardy was not caused by CLEC, Qwest will correct the erroneous CNR classification and treat the jeopardy as a Qwest jeopardy.</u>		<u>12.2.7.2.4.4 Specific procedures are contained in Qwest’s documentation, available on Qwest’s wholesale web site.</u>	
Issue 12-74 Intentionally Left Blank				
Issue 12-75 Intentionally Left Blank				
Issue 12-75 (a) Intentionally Left Blank				
Issue 12-76 Intentionally Left Blank				

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Issue 12-76 (a) Intentionally Left Blank				
Issue 12-77 Intentionally Left Blank				
Issue 12-78 Intentionally Left Blank				
Issue 12-79 Intentionally Left Blank				
Issue 12-80 (a) Intentionally Left Blank				
Issue 12-80 (b) Intentionally Left Blank				
Issue 12-80 (c) Intentionally Left Blank				
Issue 12-81 Intentionally Left Blank				
Issue 12-82				

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Intentionally Left Blank				
Issue 12-83 Intentionally Left Blank				
Issue 12-84 Intentionally Left Blank				
Issue 12-85 Intentionally Left Blank				
Issue 12-86 Intentionally Left Blank				
<b>CON- TROLLED PRO- DUCTION</b>				
Issue 12-87  Section 12.6.9.4  Controlled Production  (1 of 2 Options)	<b>PROPOSAL #1:</b>  12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the		<u>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment.</u>	



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	<p>controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required <u>for recertification, unless the Parties agree otherwise.</u> Recertification does not include new implementations such as new products and/or activity types.</p>		<p><u>Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.</u></p> <p><b>SAME FOR BOTH PROPOSALS:</b></p> <p>12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production. The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and</p>	

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  			CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned. Controlled production is not required <u>for features or products that the CLEC does not plan on ordering</u> . Recertification does not include new implementations such as new products and/or activity types.	
Issue 12-87  Section 12.6.9.4  Controlled Production  (2 of 2 Options)	<b>PROPOSAL #2:</b>  12.6.9.4 Controlled Production – Qwest and CLEC will perform controlled production <u>for new implementations, such as new products, and as otherwise mutually agreed by the Parties</u> . The controlled production process is designed to validate the ability of CLEC to transmit EDI data that completely meets X12 (or mutually agreed upon substitute) standards definitions and complies with all Qwest business rules. Controlled production consists of the			

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	controlled submission of actual CLEC production requests to the Qwest production environment. Qwest treats these pre-order queries and orders as production pre-order and order transactions. Qwest and CLEC use controlled production results to determine operational readiness. Controlled production requires the use of valid account and order data. All certification orders are considered to be live orders and will be provisioned.			
Issue 21-87A Intentionally Left Blank				
<b>RATES FOR SERVICES</b>				
Issue 22-88  Section 22.1.1  Rates in Exhibit A	22.1.1 The rates in Exhibit A apply to the services provided by Qwest <del>to CLEC</del> pursuant to this Agreement.		22.1.1 The rates in Exhibit A apply to the services <u>by Qwest to CLEC</u> provided pursuant to this Agreement.	
Issue 22-88 (a)  Section	<del>Qwest's</del> Washington Access Services Tariff		<u>Qwest's</u> Washington Access Services Tariff	

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Exhibit A – Section 7.11				
Issue 22-89 Section 22.4.1.3  Request for Cost Proceeding	<u>22.4.1.3 Nothing in this Agreement shall waive any right of either Party to request a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.</u>		<u>22.4.1.3 Intentionally Left Blank</u>	
Section 22.4.1.1 <i>See Issue 2-3 above, footnote 6</i>				
Section 22.4.1.2 <i>See Issue 2-3 above</i>				
<b>UN- APPROVED RATES</b>				
Issue 22-90  Section 22.6.1  <i>See subparts (a) - (i) below for related issues</i>	<u>22.6.1 Qwest shall obtain Commission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 251 product or service or one that was previously offered with a charge for which a price/rate has not been approved by the</u>		<u>22.6.1 Qwest shall obtain Commission approval before charging for a UNE or process that it previously offered without charge. If Qwest offers a new Section 251 product or service or one that was previously offered with a charge for which a price/rate has not been approved by the</u>	

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<p>in 22.6.1.1, &amp; Exhibit A</p> <p>Unapproved Rates</p>	<p>Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate <u>(in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission.</u> If the Parties do not agree upon a negotiated rate and the Commission does not establish an <u>Interim Rate for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate</u>, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate</p>		<p>Commission in a TELRIC Cost Docket (“Unapproved rate”), Qwest shall develop a TELRIC cost-based rate and submit that rate and related cost support to the Commission for review within sixty (60) Days of the later of (1) the Effective Date of this Agreement, or (2) Qwest offering the rate to CLEC, unless the Parties agree in writing upon a negotiated rate <del>(in which case Qwest shall file the negotiated rate with the Commission within 60 Days). Except for negotiated rates, Qwest will provide a copy of the related cost support to CLEC (subject to an applicable protective agreement, if the information is confidential) upon request or as otherwise ordered by the Commission.</del> If the Parties do not agree upon a negotiated rate and the Commission does not establish an <u>Interim Rate for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate</u>, CLEC may order, and Qwest shall provision, such product or service using such Qwest proposed rate until the Commission orders a rate. In such cases, the Qwest proposed rate</p>	

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	<p>(including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p> <p>22.6.1.1 <u>For a UNE or process that Qwest previously offered without charge, the rates in Exhibit A do not apply until Qwest obtains Commission approval or the Parties agree to a negotiated rate. If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and Qwest does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1 for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision the such products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.</u></p>		<p>(including during the aforementioned sixty (60) Day period) shall be an Interim Rate under this Agreement.</p> <p>22.6.1.1 <del>For a UNE or process that Qwest previously offered without charge, the rates in Exhibit A do not apply until Qwest obtains Commission approval or the Parties agree to a negotiated rate. If the Parties do not agree on a negotiated rate, the Commission does not establish an Interim rate, and Qwest does not submit a proposed rate and related cost support to the Commission within the time period described in Section 22.6.1 for a new product or service or one that was previously offered under Section 251 with an Unapproved Rate, the Unapproved rate(s) in Exhibit A do not apply. Qwest must provision the such products and services pursuant to the terms of this Agreement, at no additional charge, until Qwest submits the rate and related cost support to the Commission for approval.</del></p>	

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Issue 22-90(a) (A-93)	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Sections 8.1.1.2; §.8.1	8.1.1.2		<u>\$820.21</u>	8.1.1.2		<u>\$1386.47</u>
ICDF and Augment Quote Preparation Fee	8.8.1		<u>\$820.21</u>	8.8.1		<u>\$1386.47</u>
Issue 22-90(b) (A-93(a))	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Section 8.8.4	8.8.4		<u>\$599.57</u>	8.8.4		<u>\$1199.14</u>
ICDF Collocation – DS3 Circuit, per Two Legs						
Issue 22-90(c) (A-93(b))	Reference	REC	NRC	Reference	REC	NRC
Exhibit A Sections	Special Site Assessment Fee			Special Site Assessment Fee		
	8.15.2.1		<u>\$529.00</u>	8.15.2.1		<u>\$1058.00</u>

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8.15.2.1; 8.15.2.2; 10.7.10; 10.7.12.1; 12.3	<p>Network Systems Assessment Fee 8.15.2.2                    <u>\$831.00</u></p> <p>Transfer of Responsibility (Access to Poles, Ducts, Conduits and Rights of Way) 10.7.10                    <u>\$60.08</u></p> <p>Microduct Occupancy Fee, per Microduct, per Foot, per Year 10.7.12.1                    <u>\$0.2906</u></p> <p>Daily Usage Record file, per Record 12.3                         <u>\$0.000464</u></p>		<p>Network Systems Assessment Fee 8.15.2.2                    <u>\$1663.00</u></p> <p>Transfer of Responsibility (Access to Poles, Ducts, Conduits and Rights of Way) 10.7.10                    <u>\$120.15</u></p> <p>Microduct Occupancy Fee, per Microduct, per Foot, per Year 10.7.12.1                    <u>\$0.4310</u></p> <p>Daily Usage Record file, per Record 12.3                         <u>\$0.00110</u></p>	
Issue 22- 90(d) (A-93(c))  Exhibit A Sections 9.2.8; 9.23.6.5; 9.23.7.6	<p>Reference    REC    NRC</p> <p>Private Line/Special Access to Unbundled Loop Conversion 9.2.8                         <u>\$26.94</u></p> <p>Private Line/Special Access to LMC Conversion 9.23.6.5                    <u>\$26.94</u></p> <p>Private Line/Special Access to EEL Conversion 9.23.7.6                    <u>\$26.94</u></p>		<p>Reference    REC    NRC</p> <p>Private Line/Special Access to Unbundled Loop Conversion 9.2.8                         <u>\$36.86</u></p> <p>Private Line/Special Access to LMC Conversion 9.23.6.5                    <u>\$36.86</u></p> <p>Private Line/Special Access to EEL Conversion 9.23.7.6                    <u>\$36.86</u></p>	



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Issue 22-90(e) (A-93(d))  Exhibit A Sections 9.6.12; 9.23.6.8.1; 9.23.6.8.2; 9.23.7.7.1; 9.23.7.7.2       	Reference REC NRC  Private Line/Special Access to UDIT Conversion g) 9.6.12 <span style="float: right;"><u>\$84.49</u></span>  LMC Rearrangement – DS0 i) 9.23.6.8.1 <span style="float: right;"><u>\$82.88</u></span>  LMC Rearrangement – High Capacity j) 9.23.6.8.2 <span style="float: right;"><u>\$110.02</u></span>  EEL Rearrangement – DS0 l) 9.23.7.7.1 <span style="float: right;"><u>\$82.88</u></span>  EEL Rearrangement – High Capacity m) 9.23.7.7.2 <span style="float: right;"><u>\$110.02</u></span>		Reference REC NRC  Private Line/Special Access to UDIT Conversion g) 9.6.12 <span style="float: right;"><u>\$126.01</u></span>  LMC Rearrangement – DS0 i) 9.23.6.8.1 <span style="float: right;"><u>\$135.13</u></span>  LMC Rearrangement – High Capacity j) 9.23.6.8.2 <span style="float: right;"><u>\$153.38</u></span>  EEL Rearrangement – DS0 l) 9.23.7.7.1 <span style="float: right;"><u>\$135.13</u></span>  EEL Rearrangement – High Capacity m) 9.23.7.7.2 <span style="float: right;"><u>\$153.38</u></span>	
Issue 22-90(f) (A-95)  Exhibit A Sections 8.13.1.1; 8.13.1.2.1; 8.13.1.2.2; 8.13.1.2.3;	Reference REC NRC  Quote Preparation Fee, per Office 8.13.1.1 <span style="float: right;"><u>\$441.00</u></span>  Power Reduction/Restoration, Less than 60 Amps 8.13.1.2.1 <span style="float: right;"><u>\$346.00</u></span>  Power Reduction/Restoration,		Reference REC NRC  Quote Preparation Fee, per Office 8.13.1.1 <span style="float: right;"><u>\$840.24</u></span>  Power Reduction/Restoration, Less than 60 Amps 8.13.1.2.1 <span style="float: right;"><u>\$675.98</u></span>  Power Reduction/Restoration,	

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Issue#/ <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
8.13.1.3; 8.13.1.4; 8.13.2.1	Equal to 60 Amps 8.13.1.2.2 <u>\$346.00</u>  Power Reduction/Restoration, Greater Than 60 Amps 8.13.1.2.3 <u>\$587.00</u>  Power Off, per Feed Set, per Secondary Feed 8.13.1.3 <u>\$587.00</u>  Power Maintenance Charge, per Fuse Set 8.13.1.4 <u>\$37.00</u>  Power Restoration, QPF per Office 8.13.2.1 <u>\$441.00</u>		Equal to 60 Amps 8.13.1.2.2 <u>\$942.94</u>  Power Reduction/Restoration, Greater Than 60 Amps 8.13.1.2.3 <u>\$1,179.67</u>  Power Off, per Feed Set, per Secondary Feed 8.13.1.3 <u>\$870.83</u>  Power Maintenance Charge, per Fuse Set 8.13.1.4 <u>\$57.28</u>  Power Restoration, QPF per Office 8.13.2.1 <u>\$840.24</u>	
Issues A-93 & A-93 (a- d); A-95, <i>see</i> Issues 22-90 (a-f) <i>above</i>				
Issue 24-91 Intentionally Left Blank				
Issue 24-92 Intentionally Left Blank				
Section 24.3.2 – <i>See</i> Issue 9-58(e)				

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(Section 9.23.4.4.3.1) <i>above</i>				
Section 24.4 and subparts – See Issue 9-61 (Section 9.23.9) <i>above</i>				
Exhibit A, Sections 8.8.1; 8.1.1.2 see Issue 22-90(a) <i>above</i>				
Exhibit A, Section 8.8.4 see Issue 22-90(b)				
Exhibit A Sections 8.13.1.1 and subparts; 8.13.2.1– see Issue 22-90(f)				
Exhibit A Sections 9.2.8; 9.23.6.5; 9.23.7.6 - see Issue 22-90(d)				

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For Exhibit A, Section 9.20.13 and subparts – <i>see</i> – Issue 4-5(q)				
For Exhibit A, Section 9.20.14 – <i>see</i> – Issue 12-67 (g)				
For Exhibit A, Section 9.23.6.1; 9.23.6.6 and subparts – <i>see</i> – (Issue 9-61 (c) (Sections 9.23.9 [24.4.] of ICA)				
Exhibit A Sections 9.6.12; 9.23.6.8.1; 9.23.6.8.2; 9.23.7.7.1; 9.23.7.7.2 - <i>see</i> Issue 22-90(e)				
Exhibit A				

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Sections 10.7.10; 10.7.12.1; 12.3; 8.15.2.1; 8.15.2.2 – see Issue 22- 90(c)				
<b>EXHIBIT C</b>				
Exhibit C, 2.0 Rearrangeme nt – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
Exhibit C,6.0– <i>See</i> Issue 9-61 (Sections 9.23.9 [24.4] of ICA) <i>above</i>				
Exhibit C, 9.0 (LIS Trunking) – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
<b>EXHIBIT I</b>				

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Exhibit I – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
<b>EXHIBITS N &amp; O</b>				
Exhibits N & O – <i>See</i> Issue 1-1 (Section 1.7.2 of ICA) <i>above</i>				
<b>POTEN- TIALY STAYED ISSUES</b>	<b>POTENTIALLY STAYED ISSUES</b>		<b>POTENTIALLY STAYED ISSUES</b>	
Issue 9-37  Sections 9.1.13.3 <i>See</i> subparts to Issue 9-37 (a) & Issue 9- 37 (b) for related issues in 9.1.14.4 & 9.1.15.1  Definition of “Commission -Approved	<u>9.1.13.3 Whether a High Capacity Loop or high capacity transport UNE is unavailable, and the date upon which it becomes unavailable, based on non-impairment wire center designations have been or will be determined by the Commission in a Wire Center Docket. The Parties will follow any procedures established by the Commission in the Wire Center Docket with respect to Confidential Information and requests for additions to the Commission-Approved Wire Center</u>		<u>9.1.13.3 As part of the reasonably diligent inquiry described in Section 9.1.13, CLEC shall ensure that a requested unbundled DS1 or DS3 Loop is not in a Wire Center identified on the list provided by Qwest of Wire Centers that meet the applicable non-impairment thresholds specified in Sections 9.2.1.3, 9.2.1.3.2, 9.2.1.4 and 9.2.1.4.2 that a requested unbundled DS1, DS3 or Dark Fiber transport circuit is not between Wire Centers identified on the list of Wire Centers that meet the applicable</u>	

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<p>Wire Center List” and “Wire Center Docket”</p> <p>Wire Center List</p>	<p><u>List. For non-impaired facilities identified using the initial Commission-Approved Wire Center List, CLEC will not order an unbundled DS1 or DS3 Loop or an unbundled DS1, DS3 or Dark Fiber transport circuit when the order would be restricted based on the Wire Center designations identified on the applicable Commission-Approved Wire Center List. Regarding ordering after any additions are made to the initial Commission-Approved Wire Center List, see Section 9.1.14.4. CLEC will transition such UNEs impacted by the Commission-Approved Wire Center List as described in Section 9.1.14.</u></p> <p><u>“Commission-Approved Wire Center List” means a list approved by the Commission in a Wire Center Docket(s) that identifies DS1 and DS3 Unbundled Loop facilities that are non-impaired and, regarding DS1, DS3, and Dark Fiber unbundled transport facilities, identifies Wire Center Tier Designation(s).</u></p> <p><u>“Wire Center Docket” means</u></p>		<p><u>non-impairment threshold specified in Section 9.6.2.2.1, 9.6.2.2.2, 9.6.2.3.1, 9.6.2.3.2. and 9.7.1.2.1.</u></p>	

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	<p><u>Commission Docket No. UT-053025 entitled “In the Matter of the Investigation Concerning the Status of Competition and Impact of the FCC’s Triennial Review Remand Order on the Competitive Telecommunications Environment in Washington State.” and any successor or separate Commission docket in which Qwest files a request(s) to add additional non-impaired wire center(s) to the Commission-approved wire center list, and the Commission approves addition of wire center(s) to the list.</u></p>			
<p>Issue 9-37 (a) Section 9.1.14.4  Wire Center List  Additional Non- Impaired Wire Centers  (1 of 2 issues in Section 9.1.14.4 For 2<sup>nd</sup> issue, see Section 9.1.14.4</p>	<p><u>9.1.14.4 – Disputed portion (issue 1):</u>  <u>....9.1.14.4 Additional Non-Impaired Wire Centers. When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. ...</u>   <u>.....and Qwest the Commission adds the Wire Center(s) to the Commission-approved Wire Center List, the terms of this Section will</u></p>		<p><u>....9.1.14.4 Additional Non-Impaired Wire Centers. When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. ...</u>   <u>and- Qwest the Commission adds the Wire Center(s) to the Commission-approved Wire Center List, the terms of this Section will</u></p>	



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below)	<p>apply to facilities subject to the transition based on any addition(s) to the Commission-approved Wire Center List .....</p> <p>..... Qwest shall provide notice to <del>CLEC</del>. Thirty (30) Days after notification from Qwest Commission-approval of additions to that list,</p> <p><u>9.1.14.4 – Entire provision:</u>            9.1.14.4 Additional Non-Impaired Wire Centers. <u>When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest the Commission adds the Wire Center(s) to the Commission-approved Wire Center List, the terms of this Section will apply to</u></p>		<p>apply to facilities subject to the transition based on any addition(s) to the Commission-approved Wire Center List .....</p> <p>..... Qwest shall provide notice to <u>CLEC</u>. Thirty (30) Days after notification from Qwest Commission-approval of additions to that list,</p> <p><u>9.1.14.4 – Entire provision:</u>            9.1.14.4 Additional Non-Impaired Wire Centers. <u>When Qwest files a request(s) with the Commission to add additional Wire Center(s) to the Commission-Approved Wire Center List, Qwest will follow the procedures for making such requests adopted by the Commission in the Wire Center Docket. When additional Qwest Wire Center(s) meet the relevant factual criteria discussed in Sections V and VI of the FCC's Triennial Review Remand Order as reflected in this Agreement and Qwest the Commission adds the Wire Center(s) to the Commission-Approved Wire Center List, the terms of this Section will apply to</u></p>	

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	<p><u>facilities subject to the transition based on any addition(s) to the Commission-approved Wire Center List. Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest Commission-approval of additions to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.</u></p> <p><u>9.1.14.4.3 Methodology: The Parties agree to use the following methodology for non-impairment or tier designations:</u></p> <p><u>9.1.14.4.3.1 Business lines – Business lines shall be counted as</u></p>		<p><u>facilities subject to the transition based on any addition(s) to the Commission-Approved Wire Center List. Qwest shall provide notice to CLEC. Thirty (30) Days after notification from Qwest Commission-approval of additions to that list, CLEC will no longer order impacted High Capacity Loops, high capacity transport UNEs, or Dark Fiber Loop and Dark Fiber Dedicated Transport UNEs in (for loops) or between (for transport) those additional Wire Centers. CLEC will have ninety (90) Days to transition exiting DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service. Qwest and CLEC will work together to identify those circuits impacted by such change.</u></p> <p><u>9.1.14.4.3 Methodology: The Parties agree to use the following methodology for non-impairment or tier designations:</u></p> <p><u>9.1.14.4.3.1 Business lines – Business lines shall be counted as</u></p>	

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	<p><u>follows, excluding unused capacity and nonswitched capacity:</u></p> <p><u>9.1.14.4.3.1.1 Qwest retail business lines shall be determined using the most recently filed unadjusted ARMIS data reported to the FCC. For purposes of future non-impairment designations, Qwest shall follow FCC ARMIS instructions and will record and count retail business lines in precisely the same manner as business access line data is tracked and recorded in the Wire Center level data Qwest uses to develop its statewide ARMIS 43-08 reports filed annually with the FCC, without making any inter-Wire Center adjustments to this data and without including the same lines in more than one of the categories listed in Sections 9.1.14.4.3.1.2 – 9.1.14.4.3.1.4.</u></p> <p><u>9.1.14.4.3.1.2 UNE Loops connected to a Wire Center where High Capacity Loops and high capacity EELs are provided to CLECs shall be counted at full capacity (i.e., DS1s will be counted as 24 business lines and DS3s will</u></p>		<p><u>follows, excluding unused capacity and nonswitched capacity:</u></p> <p><u>9.1.14.4.3.1.1 Qwest retail business lines shall be determined using the most recently filed unadjusted ARMIS data reported to the FCC. For purposes of future non-impairment designations, Qwest shall follow FCC ARMIS instructions and will record and count retail business lines in precisely the same manner as business access line data is tracked and recorded in the Wire Center level data Qwest uses to develop its statewide ARMIS 43-08 reports filed annually with the FCC, without making any inter-Wire Center adjustments to this data and without including the same lines in more than one of the categories listed in Sections 9.1.14.4.3.1.2 – 9.1.14.4.3.1.4.</u></p> <p><u>9.1.14.4.3.1.2 UNE Loops connected to a Wire Center where High Capacity Loops and high capacity EELs are provided to CLECs shall be counted at full capacity (i.e., DS1s will be counted as 24 business lines and DS3s will</u></p>	

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	<p><u>be counted as 672 business lines).</u></p> <p><u>9.1.14.4.3.1.3 Only Business UNE-P lines will be counted for the Commission-Approved Wire Center List. Business UNE-P lines shall be derived by subtracting the count of listings associated with residential UNE-P from the total number of UNE-P lines.</u></p> <p><u>9.1.14.4.3.1.4 Qwest Platform Plus (“QPP”), Qwest Local Services Platform (“QLSP”), and other similar platform product offerings shall be calculated using actual business line counts for these services.</u></p> <p><u>9.1.14.4.3.2 Collocation –</u></p> <p><u>9.1.14.4.3.2.1 The terms Fiber-Fased Collocator and Collocation shall have the meanings set forth in Section 4 of this Agreement.</u></p> <p><u>9.1.14.4.3.2.2 Before classifying a carrier as a Fiber-Based Collocator in a Qwest request pursuant to Section 9.1.14.4 for Commission approval of a non-impaired designation, Qwest will:</u></p>		<p><u>be counted as 672 business lines).</u></p> <p><u>9.1.14.4.3.1.3 Only Business UNE-P lines will be counted for the Commission-Approved Wire Center List. Business UNE-P lines shall be derived by subtracting the count of listings associated with residential UNE-P from the total number of UNE-P lines.</u></p> <p><u>9.1.14.4.3.1.4 Qwest Platform Plus (“QPP”), Qwest Local Services Platform (“QLSP”), and other similar platform product offerings shall be calculated using actual business line counts for these services.</u></p> <p><u>9.1.14.4.3.2 Collocation –</u></p> <p><u>9.1.14.4.3.2.1 The terms Fiber-Fased Collocator and Collocation shall have the meanings set forth in Section 4 of this Agreement.</u></p> <p><u>9.1.14.4.3.2.2 Before classifying a carrier as a Fiber-Based Collocator in a Qwest request pursuant to Section 9.1.14.4 for Commission approval of a non-impaired designation, Qwest will:</u></p>	

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	<p><u>9.1.14.4.3.2.2.1 Confirm that the carrier meets the criteria contained in the definition of Fiber-Based Collocator in Section 4.0 of this Agreement;</u></p> <p><u>9.1.14.4.3.2.2.2 Conduct a field visit to verify and document the above criteria in Section 9.1.14.4.3.2.2.1; and</u></p> <p><u>9.1.14.4.3.2.2.3 Validate the criteria against the most recent order and/or billing data.</u></p>		<p><u>9.1.14.4.3.2.2.1 Confirm that the carrier meets the criteria contained in the definition of Fiber-Based Collocator in Section 4.0 of this Agreement;</u></p> <p><u>9.1.14.4.3.2.2.2 Conduct a field visit to verify and document the above criteria in Section 9.1.14.4.3.2.2.1; and</u></p> <p><u>9.1.14.4.3.2.2.3 Validate the criteria against the most recent order and/or billing data.</u></p>	
Issue 9-37 (b) Intentionally Left Blank				
Issue 9-38 Section 9.1.13.4 and subparts Processing of High	<p><u>9.1.13.4 Upon receiving a request for access to a High Capacity Loop or high capacity transport UNE pursuant to Section 9.1.13, Qwest must immediately process the request. Qwest shall not prevent order submission and/or order processing (such as via a system</u></p>		<p><u>9.1.13.4 Upon receiving a request for access to a high capacity Dedicated Transport or High Capacity Loop UNE or High Capacity EEL that indicates that the UNE meets the relevant factual criteria discussed in sections V and VI of the Triennial Review Remand</u></p>	

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Capacity Loop and Transport Requests	<u>edit, or by requiring affirmation of the information in the self-certification letter through remarks in the service request, or through other means) for any such facility on non-impairment grounds, unless the Parties agree otherwise in an amendment to this Agreement.</u>		<u>Order, Qwest must immediately process the request.</u>	
Issue 9-39  Section 9.1.13.4.1.2; 9.1.13.4.1.2.1; 9.1.14.4.2 and subparts  Review of Wire Center list	<p><u>9.1.13.4.1.2 If Qwest seeks to challenge any such UNEs, it will also provide CLEC with data to support its claim.</u></p> <p><u>9.1.13.4.1.2.1 Regarding data related to additions to the initial Commission-Approved Wire Center List, see Section 9.1.14.4.2.</u></p> <p><u>9.1.14.4.2 Data. Qwest will file supporting data with the Commission when filing a request to obtain additional non-impaired designations added to the Commission-Approved Wire Center List. Qwest will also provide a copy of the supporting data pursuant to the terms of the applicable protective agreement/order to CLEC if CLEC has signed the applicable protective</u></p>		<u>Intentionally Left Blank.</u>	

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	<p><u>agreement/order (or is subject to any applicable standing protective order put in place by the Commission).</u></p> <p><u>9.1.14.4.2.1 If Qwest relies upon Fiber-Based Collocators for its proposed non-impairment designation, the supporting data provided to CLEC will include at least the following information:</u></p> <p><u>9.14.4.2.1.1 The name of each Fiber-Based collocator.</u></p> <p><u>9.1.14.4.2.1.2 The applicable Qwest Ready for Service date.</u></p> <p><u>9.1.14.4.2.1.3 The results of any field verification that Qwest undertook to verify the fiber-based collocation, including the field technicians' notes which includes: (1) the wire center and state; (2) collocator name; (3) collocation type; (4) fiber type; (5) validation of fiber termination at the fiber-based collocation; (6) validation that fiber exits a Wire Center; (7) visual power verification (confirming that working power is being provided to the collocation cage); (8) power</u></p>			

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	<p><u>verification at BDFB, if possible;</u>  <u>(9) additional comments from field personnel.</u></p> <p><u>9.1.14.4.2.1.4 A copy of the letter sent by Qwest to collocator(s) requesting validation of status as a fiber-based collocator and ownership/responsibility.</u></p> <p><u>9.1.14.4.2.1.5 Copies of any responses to the letter noted in Section 9.1.14.4.2.1.4, including an indication of whether the collocator has affirmatively identified (or disputed) itself as a Fiber-Based Collocator; and</u></p> <p><u>9.1.14.4.2.1.6 All written correspondence between Qwest and the collocator(s) regarding the validation of the Fiber-Based Collocation.</u></p> <p><u>9.1.14.4.2.2 If Qwest relies upon Switched Business Line Count data for its proposed Non-Impairment Designation, the supporting data provided to CLEC will include at least the following information:</u></p> <p><u>9.1.14.4.2.2.1 The latest available</u></p>			



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	<p><u>ARMIS 43-08 line counts, using the methodology described in Section 2.0.F.4 of this Agreement and used to create official ARMIS data on file with the FCC</u></p> <p><u>9.1.14.4.2.2.2 Total wholesale UNE loops shown at the aggregated level for the wire center(s) at issue, and by capacity (voice grade, DS1, DS3). This information will also be provided on a disaggregated basis for all CLECs with the CLEC names masked. A CLEC will be provided the necessary identifying information in order to verify CLEC's own line count data. Qwest calculations to derive 64-kbps equivalents for high capacity (e.g., DS1 and DS3) loops will also be provided.</u></p> <p><u>9.1.14.4.2.2.3 CLEC line counts based upon QPP or Qwest Local Services Platform (or similar platform product) will be provided on a disaggregated basis for all CLECs with CLEC names masked. A CLEC will be provided the necessary identifying information in order to verify CLEC's own line count data.</u></p>			

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<p>Issue 9-40</p> <p>Sections 9.1.13.5.2, 9.1.15.2.1</p> <p>NRCs for Conversions</p>	<p><u>9.1.13.5.2 For each such facility converted from a UNE to an alternative service arrangement, Qwest may assess a non-recurring charge, if any, in the amount established by the Commission in the Wire Center Docket. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.</u></p> <p><u>9.1.14.6 For each such facility converted from a UNE to an alternative service arrangement, Qwest may assess a non-recurring charge in the amount shown in Section 9.2.8 of Exhibit A to this Agreement. No additional non-recurring charges apply, other than OSS non-recurring charges if applicable pursuant to Section 12.7.</u></p> <p><u>9.1.15.2.1 For each such facility converted from a UNE to an alternative service arrangement, Qwest may assess a non-recurring charge in the amount shown in Section 9.2.8 of Exhibit A to this Agreement. No additional non-recurring charges apply, other than OSS non-recurring charges if</u></p>		<p><u>9.1.13.5.2 CLEC is also responsible for all applicable non-recurring charges associated with the appropriate alternative service arrangements.</u></p> <p><u>9.1.14.6 CLEC is also responsible for all applicable non-recurring charges associated with the applicable alternative</u></p> <p><u>9.1.15.2.1 CLEC is responsible for all applicable nonrecurring charges associated with the applicable alternative service arrangements.</u></p>	

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Issue# <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
	<u>applicable pursuant to Section 12.7.</u>			
Issue 9-41  Section 9.1.14.4  Length of time period  (2 of 2 issues in Section 9.1.14.4 ; For 1 <sup>st</sup> issue, see Section 9.1.13.3 above)	<p>9.1.14.4 . . . . <del>CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service.</del></p> <p><u>9.1.14.4.1 Transition Periods for additions to the Commission-Approved Wire Center List.</u>  <u>9.1.14.4.1.1 For a twelve (12) month period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-</u></p>		<p>9.1.14.4 . . . . <u>CLEC will have ninety (90) Days to transition existing DS1 and DS3 UNEs to an alternative service. CLEC will have one hundred eighty (180) Days to transition Dark Fiber transport to an alternative service.</u></p>	

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Issue# <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
	<p><u>Approved Wire Center List. 9.1.14.4.1.2 For an eighteen (18) month period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.</u></p>			
<p>Issue 9-42  Section 9.1.14.4. 1; 9.1.14.4.2 Rate During Time Period</p>	<p><b>SAME ESCHELON LANGUAGE AS FOR ISSUE 9-41 ABOVE (SAME PARAGRAPHS DEAL WITH LENGTH OF TIME PERIOD &amp; RATE DURING TIME PERIOD)</b></p> <p>9.1.14.4.1 Transition Periods for additions to the Commission-Approved Wire Center List. <b>CLEC is subject to back billing for the</b></p>		<p><u>9.1.14.4.1 CLEC is subject to back billing for the difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred-eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.</u></p>	

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Issue# <sup>1</sup> Section# <sup>2</sup>	ESCHELON PROPOSED LANGUAGE <sup>3</sup>		QWEST PROPOSED LANGUAGE	
	<p><del>difference between the UNE and Tariff recurring rates beginning on the ninety-first (91st) Day for the existing DS1 and DS3 UNEs, and on Day one-hundred-eighty-one (181) for the existing Dark Fiber transport, as well as all applicable nonrecurring charges associated with such conversions.</del></p> <p>9.1.14.4.1.1 For a twelve (12) month period beginning on the effective date on which the Commission approves an addition to the Commission-Approved Wire Center List, any DS1 Loop UNEs, DS3 Loop UNEs, DS1 Dedicated Transport UNEs, and DS3 Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.</p> <p>9.1.14.4.1.2 For an eighteen (18) month period beginning on the effective date on which the</p>			

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<b>Issue#<sup>1</sup> Section#<sup>2</sup></b>	<b>ESCHELON PROPOSED LANGUAGE<sup>3</sup></b>		<b>QWEST PROPOSED LANGUAGE</b>	
	<p><u>Commission approves an addition to the Commission-Approved Wire Center List, any Dark Fiber Loop UNEs and Dark Fiber Dedicated Transport UNEs that CLEC leases from Qwest as of that date, but which Qwest is not obligated to unbundle, shall be available for lease from Qwest at a rate equal to to 115% of the UNE rates applicable as of the effective date on which the Commission adds the Wire Center to the Commission-Approved Wire Center List.</u></p>			