BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Joint Application of QWEST COMMUNICATIONS INTERNATIONAL, INC. AND CENTURYTEL, INC. For Approval of Indirect Transfer of Control of Qwest Corporation, Qwest Communications Company LLC, and Qwest LD Corp. ……	)))))))))))	Docket No. UT-100820

EXHIBIT BJJ-7

TO THE

RESPONSIVE TESTIMONY

OF

BONNIE JOHNSON

ON BEHALF OF INTEGRA TELECOM

September 27, 2010

Open Product/Process CR PC082808-1IGXES Detail

Title: Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards

CR Number	Current Status Date	Area Impacted	Products Impacted
PC082808-1IGXES	Denied 3/13/2009		

Originator: Johnson, Bonnie

Originator Company Name: Integra

Owner: Mohr, Bob

Director: Montez, Evelyn

CR PM: Stecklein, Lynn

Description Of Change

In October 2007, Integra notified its Qwest service management team that Integra was experiencing issues with Qwest's provisioning and repair of xDSL circuits (provisioned on Non-Loaded Loops). Integra and its related entities ("Integra") have continued to work with its Qwest service management team to address these issues. For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

Integra communicates the type of service it intends to provide on 2/4 Wire Non-Loaded Loops by using the appropriate NCI/SECNCI codes on the Local Service Request (LSR). However, Qwest has indicated that it now designs, provisions and repairs the circuits to voice grade parameters measured at 1004 Hz, regardless of the NCI/SECNCI code requested on the LSR. The Network Code NC: LX-N indicates that a CLEC is ordering within the Non-Loaded Loop family. As discussed below, it supports a number of digital services depending upon the NCI/SECNCI codes provided on the LSR (e,g., Digital DS0 Level, Advanced Digital Transport, ADSL, Basic Rate ISDN, HDSL2 …). Therefore, an order of LX-N with the NCI code of 02QB9.00H and a secondary NCI code ("SEC") of NCI 02DU9.00H tells Qwest that it needs to provision, test, and repair for HDSL2 capable service. For example, Qwest needs to ensure that the loop meets the appropriate performance parameters. Each digital service has its own parameters, such as:

• Voice grade analog circuit with Loss at 0 to -8.5 dB at 1004 Hz

• ISDN service Loss at less than 40 dB at 40 kHz

• ADSL service Loss at less than 41 dB at 196 kHz

• HDSL2 service Loss at less than 28 dB at 196 kHz.

When Integra raised the issue of Qwest limiting digital services to voice grade

parameters with its Qwest Service Management team, Qwest responded by indicating that "Qwest does not provision requests to meet a specific facility or technology, but rather provisions a class of service, based on the NC codes the CLEC orders." Integra continues to believe that its current Interconnection Agreements ("ICAs") require Qwest to provide unbundled loops that transmit digital signals in addition to voice-grade service, etc. Integra reserves its rights under its ICAs. At the same time, in an effort to resolve this issue and at the request of Qwest, Integra is requesting in CMP that Qwest develop and maintain the process and procedures needed to design, provision, test and repair Unbundled Loops so that the circuit will conform to the requirements requested by CLEC, including compliance with the industry standards for the NCI/SECNCI code provided on the LSR. On 7/23/08, Qwest proposed that Integra submit a change request in CMP, including asking Qwest to design, provision, test and repair services in way that takes into account NCI/SECNCI codes standards instead of just the NC codes. Integra includes that request in this CR.

Qwest's Technical Publication 77384 indicates that a number of advanced digital services are provisioned on Non-Loaded Loops (NC: LX-N), using a variety of NCI/SECNCI codes (for example: Advanced Digital Transport in a variety of spectrum classes, Basic ISDN – NCI: 02QC5.OOS, HDSL - NCI: 02QB9.00H). Qwest's Technical Publications indicate that the NCI/SECNCI codes conform to the various ANSI standards for the specific digital service. However, as noted earlier, the Qwest service management team confirmed that it is Qwest's current practice to design, provision, test and repair these digital services delivered on Unbundled Loops based on the NC code which delivers voice grade parameters measured at 1004Hz, even though each digital service has its own parameters for optimum performance. Integra is requesting that Qwest use the industry standards for NCI/SECNCI codes provided on the LSR when designing, provisioning, testing and repairing Unbundled Loops. For example, an Unbundled Loop ordered on the LSR with the Basic ISDN NCI: 02QC5.OOS should be designed, provisioned, tested and repaired per industry standards using a loss based on 40 kHz, not the voice grade 1004 Hz. Additionally, an Unbundled Loop ordered on an LSR with HDSL NCI 02QB9.00H should be provisioned using loss based on 196 kHz. When Qwest grandparented the ADSL compatible loop (only for CLECs without any ADSL compatible loop terms in their ICAs), Qwest pointed to the 2 Wire Non-Loaded Loop as an alternative to the ADSL compatible loop. However, per Qwest's current stated position regarding designing, provisioning, testing and repairing to the NC code only, the 2 Wire Non-Loaded Loop would not be a reliable or serviceable alternative to an ADSL compatible loop. For a 2 Wire Non-Loaded loop to be a viable alternative to an ADSL compatible loop, Qwest should design, provision, test and repair digital capable Non-Loaded loops (such as HDSL capable or ADSL compatible loops) based on the NCI code as well.

While Qwest has said that it does not provision requests to meet a specific facility or technology, it should provision requests in compliance with industry standards and as ordered by CLEC, including providing working digital capability/compatibility when that capability is ordered. The SGATs, like the recent Qwest-Eschelon Minnesota and Arizona ICAs (§9.2.2.3), define 2/4 wire non-loaded loops as "digital capable" loops. The SGATs and the recent Qwest-Eschelon ICAs (§9.2.2.1.1 & 9.2.2.1.2) provide that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Qwest's stated position that its current process recognizes only the "Network Channel" code but not the "Network Channel Interface" is inconsistent with this long-established principle. Similarly, the Qwest-Integra Oregon ICA has been in place since 2000 (for Integra as well as other CLECs, as it is based on the Qwest-AT&T ICA). That ICA (Att. 3, §2.1 and subparts) defines an unbundled loop to include loops that transmit digital signals and provides that CLEC may order special copper loops unfettered by any intervening equipment and which do not contain any bridged taps, so that CLEC may use the loops for a variety of services by attaching appropriate equipment. For example, when a CLEC orders an HDSL2 capable loop (identified on the LSR by using the NC code of LX-N with the NCI code of 02QB9.00H and a SEC code of NCI 02DU9.00H), the CLEC should

receive a loop unfettered by intervening equipment so that CLEC may provide working HDSL2 service over the HDSL2 capable loop by attaching appropriate equipment. Regarding repair after a Qwest maintenance or modernization event, the SGATs and recent Qwest-Eschelon ICAs (§9.1.9) provide that network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ordered by CLEC. If CLEC orders a 2/4 wire non-loaded loop that is digital capable (such as ADSL compatible or HDSL2 capable), then the loop must be restored to the appropriate digital capable level after a Qwest maintenance or modernization event. In short, if a loop qualifies for a digital service, the circuit should work (and continue working) for that digital service.

Qwest will design, provision, test and repair Unbundled Loops to the requirements ordered by CLEC, including industry standards for the NCI/SECNCI codes provided on the LSR. Qwest should take into account NCI/SECNCI code standards, and not just the NC codes. When a CLEC orders a 2/4 wire non-loaded loop for providing a digital service (e.g., as identified using the applicable NCI/SECNCI code on the LSR), Qwest will not limit the design, provisioning or repair of 2/4 wire non-loaded loops to voice grade parameters (e.g., measured at 1004 Hz). After repairs and Qwest network maintenance and modernization changes, the end user customer's service should work for the service ordered by CLEC.

Date	Action	Description
10/3/2008	Additional Information	CR Crossed Over from Systems CR - SCR082808-01IG
10/15/2008	Discussed at Monthly CMP Meeting	Discussed at the October P/P CMP Meeting - See Distribution Package - Attachment C
10/15/2008	Status Changed	Status changed to Evaluation
11/19/2008	Discussed at Monthly CMP Meeting	Discussed at the November CMP Prod/Proc Meeting - See Attachment C in the Distribution Package
11/19/2008	Status Changed	Status changed to Development
11/12/2008	General Meeting Held	Adhoc Meeting Held
12/17/2008	Discussed at Monthly CMP Meeting	Discussed at the December ProdProcCMP Meeting - See Attachment C in the Distribution Package
2/4/2009	Additional Information	
2/5/2009	Additional Information	Exception CR submitted PC020409-1EX
2/5/2009	Additional Information	
1/21/2009	Discussed at Monthly CMP Meeting	Discussed at the January Prod/Proc CMP Meeting - See Attachment C in the Distribution Package
2/18/2009	Discussed at Monthly CMP Meeting	Discussed at the February Monthly CMP Meeting - See Attachment C in the Distribution Package
3/13/2009	Status Changed	Status changed to Denied
3/13/2009	Qwest Response	Qwest Response Issued

	Issued	
3/20/2009	Escalation Initiated	Escalation Initiated by Integra - #45
3/25/2009	Additional Information	ES suffix added to CR#
3/18/2009	Discussed at Monthly CMP Meeting	Discussed at the March Prod Proc CMP Meeting - See Attachment C in the Distribution Package

Project Meetings

3/20/09 Escalation #45 Initiated by Integra
at:http://www.qwest.com/wholesale/cmp/escdisp.html

3/18/09 Prod/Proc CMP Meeting Bob Mohr-Qwest reviewed the denial response that can be located in the CR description as follows: The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application. Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request. Bonnie Johnson-Integra commented that from Integra's perspective hearing that NC/NCI codes are informational only is a surprise and they don't agree.(3/27/09 Comments to minutes received from Integra) Bonnie said Qwest can name a product whatever it wants, but it doesn't change Qwest's obligations. Bonnie said that they are escalating this and the other denied CR. She said that Integra has provided detailed information .(3/27/09 Comments to minutes received from Integra) in its CRs and in the response about testing and Qwest hasn't responded .(3/27/09 Comments to minutes received from Integra) to any detail. Bonnie said that .(3/27/09 Comments to minutes received from Integra) you do not negotiate in CMP. You negotiate ICAs they don't agree that Qwest doesn't have an obligation to what has been negotiated in the ICAs and have a right to this type of loop and Qwest can't continue negotiate. She said that they want a revised response for both CRs .(3/27/09 Comments to minutes received from Integra) the respond to the cites and detail Integra provided. Liz Balvin-Covad said that Qwest is provisioning a product they can't test and turn up in a mechanized way. Bob Mohr-Qwest said that Qwest is provisioning a non loaded loop product with an HDSL interface. Liz Balvin-Covad asked if this was being done manually. Bob Mohr-Qwest said it uses the standard provisioning Unbundled Loop provisioning process. Kim Isaacs-Integra asked Qwest to explain an HDSL interface. Jamal Boudhaouia-Qwest said that we provide a 2-4 wire non loaded loop with the capability to transport multiple protocols. Jamal said we give access to the Raw Loop data through IMA and we don't restrict the use of the loop. He said that we let the CLEC determine what protocol they want to support. Kim Isaacs-Integra said if they find the loop there is no way to reserve the most compatible loop. Jamal Boudhaouia-Qwest said that it is the same for Qwest with no reservation and it is first in first out. Kim Isaacs-Integra said that Qwest .(3/27/09 Comments to minutes received from Integra) has already said it does this for itself. Qwest service runs through the CSA guidelines. Jamal Boudhaouia-Qwest said that is a finished service and (3/27/09 Comments to minutes received from Integra) and has a USOC associated with an NC/NCI code. He referred

to tech pub 77384. The CLEC community has the opportunity to order the DS-1 capable loop that is the same as the retail offering that Qwest offers its end users. Kim Isaacs-Integra said they provide the NC/NCI code. Jamal Boudhaouia-Qwest said that the NC/NCI codes are for information only as documented in tech pub 77384. Bonnie Johnson-Integra said that the industry drives the NC/NCI codes and Qwest tech pubs are intended to be based on the industry standard. She asked if Qwest was insinuating that they develop a product and pick the NC/NCI codes out of a hat. Liz Balvin-Covad said the loop is provisioned to the specified NC/NCI codes but you don't provision to the HDSL functionality. Jamal Boudhaouia-Qwest said that you could qualify a loop for HDSL and that the NC code determines the type of loop being requested. Kim Isaacs-Integra said that in reality you order HDSL or ADSL using LX-N and the appropriate NC/NCI codes. Kim said that pre-qual, in the past, has delivered a loop that does not support the functionality. She said that when a bridge tap issue is identified, Qwest says they only need to provide to voice grade standards and still does not understand why NC/NCI codes are informational only. Jamal Boudhaouia-Qwest said that the NCI codes are used for spectrum management purposes within copper.(3/27/09 Comments to minutes received from Integra) but not for provisioning or testing. The language in the ICAs and the negotiation template provides the reasons for the CLECs to provide Qwest with the correct NC/NCI code combinations. Liz Balvin-Covad asked why Qwest only provisions to voice grade. Jamal Boudhaouia-Qwest said that network was built and managed to voice grade. However, we provision the non-loaded loop to a higher grade than voice grade. As most every one here knows, voice grade can run on loaded loops. So Qwest provisions the non-loaded loops to a higher grade than voice grade. Liz Balvin-Covad asked what happens when it is non loaded and when you test and run into the situation that it has to be conditioned. Kim Isaacs-Integra said that the argument with Qwest is the definition of excessive bridge tap and the amount of bridge interference. Kim said that there are issues with the digital and voice grade parameters. Jamal Boudhaouia-Qwest said that digital data services, by definition, encompass any digital bits ranging from 9.6KB up to 20 Megs and digital data service could be supported on bridge tap. Jamal said that he wanted to get back to Covad's question of manual vs. mechanized. Liz Balvin-Covad asked when they order 2/4 wire that is in their contracts, does Qwest have the ability to assign the loop electronically. Jamal Boudhaouia-Qwest said it is assigned electronically and that the order will flow through IMA. Liz Balvin-Covad asked if the USOC was available. Jamal Boudhaouia-Qwest said the USOC is not available for the HDSL capable loop. Liz Balvin-Covad-asked if HDSL is a Qwest supported functionality. Jamal Boudhaouia-Qwest said HDSL is a protocol to provide DS1 which could be provided using multiple technologies HDSL, AMI, SONET etc. He said that HDSL is just one of the protocols. Jamal said that using the 2/4 wire non loaded loop, the mux will generate the HDSL signal to transport DS1. Liz Balvin-Covad asked what excessive bridge tap is and will Qwest remove. Kim Isaacs-Integra said that is where they run into trouble. Jamal Boudhaouia-Qwest said that there are different requirements for different protocols and technologies. Liz Balvin-Covad-asked why this CR was being denied for economically not feasible reasons. Bob Mohr-Qwest said that the CR is being denied because of the cost of the equipment to perform the testing and the training required for the technicians to perform HDSL testing. Jamal Boudhaouia-Qwest said that we don't do manual testing from the Central Office for Qwest today. Jamal said that after provisioning the testing is done through the centers. He said that we have asked the CLEC community to negotiate a testing process for HDSL similar to what tests Qwest performs for itself. Also, Qwest would be able to negotiate the technical parameters to test to with the CLEC community. He said that to make sure that the facility meets the requirements of the services to be provisioned on the loop, we need to consider the added length at the Central Office and the Customer Premises. He said that a 2000 feet copper segment could be added to the loop length and testing end-to-end becomes critical in the delivery of the service to the end user. Kim Isaacs-Integra said that (3/27/09 Comments to minutes received from Integra) Qwest she was assuming that the CLEC was making no consideration for the length in office and the end user location. Kim said that they make the calculation and place their order and Qwest auto assigns the loop with no load coil. She said that some will work and asked if Qwest was refusing to determine the location of the bridge tap. Bonnie Johnson-Integra said that Qwest (3/27/09 Comments to minutes received from Integra) said that they don't

do this testing for themselves and that they assign the facility following the CSA guidelines. She said that Qwest is expecting them to do testing that they don't do for themselves and that they want parity that is currently in their contract. Jamal Boudhaouia-Qwest said that he respectfully disagreed. He said that he is asking for cooperative testing to mirror what Qwest does for itself. He said that the CLEC would be to interject a signal from their center and Qwest technicians in the field would receive the signal. Liz Balvin-Covad asked if there was a cost associated with cooperative testing. Bob Mohr-Qwest said that we have not looked at that. Liz Balvin-Covad asked what Qwest will do if they do the cooperative testing and determine excessive bridge tap. Bob Mohr-Qwest said that if cooperative testing is done and excessive bridge tap is causing impediments and the CLEC authorizes conditioning, Qwest will remove excessive bridge tap as is our process today. Julia Redman-Carter-PAETEC asked if Qwest would waive it. Bonnie Johnson-Integra said that (3/27/09 Comments to minutes received from Integra) Qwest said the test in not done in the CO because Qwest said they are not equipped to do that. Jamal Boudhaouia-Qwest said that we don't have testing equipment in the CO and is very inefficient to do the testing in the CO. Jamal said that to do HDSL signal testing it would be done in the centers and that the CLECs can do this. Liz Balvin-Covad asked if the CLEC can launch that test. Jamal Boudhaouia-Qwest said yes, they can interject the signal. Bonnie Johnson-Integra asked what Centers Qwest was referring to. Jamal Boudhaouia-Qwest said that he was referring to the provisioning, maintenance and alarm centers. Jamal said that he did not know how the CLECs operate their business but that most telecom companies have some type of network operation center that is used to monitor the health on the network. Bonnie Johnson-Integra asked for more information on the repair aspect and that she did not understand how Qwest can deny. Bonnie said that the FCC requires that Qwest (3/27/09 Comments to minutes received from Integra) not limit testing to test to Voice Grade parameters. Jamal Boudhaouia-Qwest said since Integra is referencing the FCC requirements, the question becomes one of a legal nature. Bonnie Johnson-Integra said that they asked this question in the escalation and want a complete response. Mark Coyne-Qwest said that this question has been addressed in previous meetings and we believe that it has been answered. Julia Redman-Carter-PAETEC asked that Qwest provide the legal response. Mark Coyne-Qwest said that we will take this into consideration. Bonnie Johnson-Integra said that this before this CR was originated, they tried to resolve with their Service Manager and were told that they need to take the issue to CMP. Bonnie said that when they presented this CR they did not feel that they needed to bring this to CMP. She said that Qwest should respond to all citations in the escalation and respond to the (3/27/09 Comments to minutes received from Integra) to the Integra's response to testing. Liz Balvin-Covad asked if the limits to test only to voice grade is limited to 2 wire non loaded. Jamal Boudhaouia-Qwest said that it is called out in the tech pub and does specify 2 and 4 wire. Jamal said that he will send to Mark and will be provided in the notes. Kim Isaacs-Integra said that the tech pub says 2 or 4 wire is tested to voice grade parameters.

2/18/09 Prod/Proc CMP Meeting Mark Coyne-Qwest said that this CR is currently in a development status and will remain as is based on the discussions regarding cooperative testing. (2/26/09 Comments to minutes received from Integra) Bonnie Johnson-Integra asked if we were going to discuss this CR on the call today. Mark Coyne-Qwest said that the last CMP Meeting Integra took an action to provide a response to Qwest regarding the cooperative testing. Bonnie Johnson-Integra said that Integra provided Qwest a formal response on 2/4/09 and has not received anything back and needs to decide on next steps. She said that she wanted the 2/4/09 response included in the body of the CR. (3/2/09 Comments to minutes received from Integra) Mark Coyne – Qwest stated Qwest has Integra's response Bonnie Johnson – Integra indicated that Integra provided Qwest with Integra's response on 2/4/09 and asked if there was confusion at Qwest. Bonnie asked if Qwest has taken any action on Integra's response. Mark Coyne – Qwest stated actions have been taken but the SME team is not prepared to discuss them at this time. Lynn Stecklein-Qwest said that she would get the response posted. Mark Coyne-Qwest said if Integra's position is to not test, Qwest will look at a response. Liz Balvin-Covad asked why Qwest required testing on the HDSL product when it is not required on the

2 – 4 wire that has 6 installation options available. Bob Mohr-Qwest said that we have had lengthy discussions on why we need this for HDSL. Bonnie Johnson-Integra said that in the Denial on implementing the USOC the issue was a financial liability. Bonnie said that they would like Qwest to implement a manual process and add a remark to assign the appropriate loop when submitting orders. Mark Coyne-Qwest said that Jamal has addressed the manual process. Jamal Boudhaouia-Qwest said that even with the manual process, cooperative testing is still a required. He said that Qwest has stated their position in the past and has been document in previous meeting minutes. 2/26/09 Comments to minutes received from Integra) Doug Denney-Integra asked Qwest to clarify that it's position is that even though Qwest is unable to test the loop, CLECs should be able to test. Jamal Boudhaouia-Qwest said that Qwest's position has previously been documented. Bonnie Johnson-Integra asked why Qwest was reluctant to speak to the process for those who have not been in those meetings. She asked what Qwest was going to do about repair if the HDSL loop is working and then needs repair. Bob Mohr-Qwest said that we need cooperative testing on a repair basis. Liz Balvin-Covad asked if there was a charge for the cooperative testing because Qwest is saying they can't do without both parties. Bob Mohr-Qwest said that has not been identified. Doug Denney-Integra asked in a repair situation for HDSL, is Qwest going to undertake what Qwest does for themselves, i.e. checking for bridge tap and load coil. Jamal Boudhaouia-Qwest said the (3/2/09 Comments to minutes received from Integra) electrical testing is done as stated previously the tests have been described. Bonnie Johnson-Integra asked if Qwest's process going forward is to continue to test to voice grade level and not to the HDSL standard. Bob Mohr-Qwest said this (2/26/09 Comments to minutes received from Integra) has not been decided the CR is requesting to test to those limits. Bonnie Johnson-Integra asked if we do nothing with the CR, will Qwest continue test to voice grade level and would it be status quo for voice grade only. Bonnie said that (2/26/09 Comments to minutes received from Integra) Jamal said in a previous meeting he was unaware that was taking place and she never received a response to that question. Jamal Boudhaouia-Qwest said that we did talk to this in previous meetings and that he will review the minutes. Doug Denney-Integra said that Qwest's denial on the exception CR states that there is a financial risk and asked what Qwest was referring to. Bob Mohr-Qwest said that the financial liability is associated with the cost of equipping and training the technicians to perform the test at this level. Doug Denney-Integra said that the other CR doesn't ask Qwest to do this and that they only want the USOC implemented. He said he was not sure how that fits into the rejection of the CR. Bob Mohr-Qwest said that the CR would be a half solution without testing and would shift additional liability to the repair process and Qwest is not willing to implement a partial solution. Doug Denney-Integra said that Integra is (3/2/09 Comments to minutes received from Integra) still reviewing Qwest's denial of the other CR and may have more questions.

2/4/09 Integra Response On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response in included in the detail for CR PC082808-1IGX.

The Issue

Integra believes that Qwest has not appropriately framed the issue. Qwest focuses on one issue (Qwest's view of testing) to the exclusion of the larger issues outlined in Integra's change request (CR). Qwest's approach suggests that Qwest may stop all progress on all aspects of the CR if one issue that it claims is "critical" is not handled in the manner proposed by Qwest. Integra disagrees with that approach.

In the January 21st CMP meeting, Qwest (Jamal) erroneously said that Integra's "original CR calls for a test process" (see footnote 1) and that this is a "new process." (see footnote 2) That is simply not the case, as is clear from reading the entire CR. It is also apparent from the CR's title, which does not request a "test process" but asks Qwest to "Design, Provision, Test, and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards." In other words,

even when using existing processes (including existing testing), Qwest needs to apply the applicable NCI/SECNCI codes. The example provided by Integra in the first paragraph of the CR makes this even more clear:

For example, in May of 2008, Integra provided an example to its Qwest service management team in which HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted).

In this example, Qwest already has a process for testing as part of a repair. The issue is that Qwest personnel, when using that process, should not take the position that Qwest will test "only to voice grade parameters" but instead should test to the standard applicable for the requested service (e.g., a loop capable of carrying data). As pointed out in the CR, it has long been established (e.g., in the SGATs and in ICAs, such as those cited in the CR going back to 2000) that use of the words "capable" and "compatible" to describe Loops means that Qwest assures that the Loop meets the technical standards associated with the specified Network Channel/Network Channel Interface codes, as contained in the relevant technical publications and industry standards. Therefore, this is a process that had long been in place (until recently, when Qwest starting telling Integra that it would test only to voice grade parameters). Qwest needs to restore compliance with the ICA terms requiring testing to the appropriate levels.

The above example involved a repair. The same is true for loop installations. During the CMP clarification call, Qwest (Jamal) asked Integra how Qwest would provide the test results to Integra. Integra responded:

"Doug Denney-Integra said that there are different installation options that exist today and some of those require different degrees of test results being provided by Qwest. He said that those are described in the Carrier's contracts and when we set up the cost for those options. He said they are not attempting to (9/12/08 Comments to minutes from Integra) change the process of providing test results with regard to provisioning loops." (see footnote 3) (Emphasis added) Integra asked Qwest in its CR to perform the tests Qwest is currently obligated to perform per the ICAs for the installation option ordered. As noted above, Qwest should be testing to the levels appropriate for the type of circuit ordered.

Installation

Qwest provides CLEC with multiple types of loops and, for each, various installation options. Types of Unbundled Loops and Assignment of Those Loops Qwest provides multiple types of loops to Integra and other CLECs. For example, Qwest's ICA negotiations template in Section 9.2.2.2 addresses "Analog (Voice Grade) Unbundled Loops" and in Section 9.2.23 addresses "Digital Capable Loops – DS1 and DS3 Capable Loops, Basic Rate (BRI) ISDN Capable Loops, 2/4 Wire Non-Loaded Loops and xDSL-I Capable Loops." Section 9.2.2.3 provides that digital capable loops, including "2/4 Wire Non-Loaded Loops," are "capable of carrying specifically formatted and line coded digital signals." That means that, when Qwest delivers the loop, it must deliver a loop capable of providing data to the CLEC to have met its obligation to provide the digital capable loop ordered by the CLEC. There is no exception in 9.2.2.3 for providing a loop that is not digital capable and then later, after imposing extra work and delays upon CLEC, providing a different loop that is digital capable. Qwest's ICA negotiations template Section 9.2.2.3 also states: Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. (emphasis added) A key problem that exists today, however, is that Qwest is not meeting this commitment. For CLECs, Qwest's facilities assignment process does not select/assign the best (most qualified

loop available for the type of loop ordered by the CLEC. Instead, it is just as likely, or more likely, to assign a voice grade (see footnote 4) loop to fill a CLEC request for a digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail.(see footnote 5) Every day that this situation continues is another day of discrimination, and so Qwest should make every effort to accelerate resolution of this problem. Existing Loop Installation Options

Qwest also offers multiple loop installation options (basic, coordinated, cooperative testing, etc.). Qwest lists its installation option offerings in its ICA negotiations template Section 9.2.2.9, which provides that the options are available for all types of loops, though the price may vary by option. Section 9.2.2.9.1 provides that "Basic Installation" is available for all "new or existing Unbundled Loops," which includes for example 2/4 Wire Non-Loaded Loops. For a basic installation of a loop, Section 9.2.2.9.1 provides that Qwest completes its work and Qwest calls the CLEC, and for new service Qwest conducts performance testing but does not provide the test results to CLEC. As indicated above (and reflected in the 9/9/08 CMP Clarification Call minutes), Integra is not attempting to change this option (which in most, if not all, Qwest states is available to CLECs at a commission-approved rate).

As Integra understands Qwest's current proposal, however, Qwest is seeking to alter this option – by removing the basic option altogether for HDSL (2 and 4 wire non loaded loops) and insisting instead on not only a more expensive installation option (cooperative testing) but also requiring time consuming and costly joint meets in circumstances when they are unnecessary and not required for Qwest retail. For Qwest retail, however, Qwest assigns a loop following CSA guidelines and, if it does not work, will perform the repair. (see footnote 6) To be nondiscriminatory, a basic installation option must remain available to CLECs for digital capable loops.

Specifically, Qwest admitted that for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform. Qwest said:

Jamal Boudhaouia - He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS [sic] test in the CO because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed. (see footnote 7) (Emphasis added)

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

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with industry guidelines, in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment. Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does

not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet its required. (see footnote 8) Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. (see footnote 9) This is a far more efficient than Qwest's proposal to require joint testing for 100% of installations.

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

Qwest is legally and contractually obligated to deliver the loop a CLEC orders within the industry standard parameters for that loop. Qwest appears to have taken the position, however, that if CLECs will not agree to order and pay for cooperative testing (despite the availability in its ICAs of basic installation at Commission-approved rates), Qwest will not implement the USOC for CLECs that will allow Qwest's systems to assign a loop for CLECs that will support the type of service the CLEC ordered. Qwest refers to this as "Gate one." (see footnote 10) Qwest is basically saying it will not do one without the other. (see footnote 11) As Qwest knows from previous communications, Integra does not agree. There is no legitimate reason to link the two. Qwest needs to bring its facilities assignment process into compliance and make it nondiscriminatory. If implementing the USOC for CLECs is the means by which Qwest may do that (at least for one of the products, HDSL), Qwest should have done it by now given its obligations but certainly should not delay it any longer by attaching inappropriate pre-conditions to implementing the USOC. (see footnote 12) Integra will comply with the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop on a nondiscriminatory basis by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for joint testing or repair, because the delivered loop will work as intended for the service ordered.

To be nondiscriminatory, a proper facilities assignment process should be automated for CLECs, just as it is for Qwest retail. Qwest should ensure the process is automated, including implementation of a USOC(s) if that serves this purpose. With respect to the USOC for HDSL, Integra has submitted a separate CR for Implementation of USOC to Correct Facilities Assignment for HDSL" to attempt to ensure that the USOC is implemented without delay.

Until the facilities assignment process is automated for all affected products, and without waiving any rights, Integra asks Qwest as an interim measure to train its personnel to use the existing manual process (by which remarks in an order cause an order to fall out for manual handling) so that, when a remark indicates that the facility being ordered is a digital capable service (e.g., HDSL2), Qwest personnel will assign the type of facility needed for the digital capable loops (including compliance with industry standards). CLECs preferring automatic facilities assignment will be able to avoid this manual process by not using remarks. Footnotes: Qwest should deliver a loop capable of supporting the type of service ordered by the CLEC, which will reduce

problems at installation and reduce the number of needed repairs to make the service work as intended.

Repair, including repairs following Qwest maintenance and modernization activities

The example that was included in the first paragraph of Integra's CR (copied in part above) involved a repair not associated with an installation. A Qwest process already exists that enables CLECs to make comments when submitting trouble reports. When a CLEC, as part of those comments, identifies the facility to be repaired as a digital capable facility (e.g., HDSL2), Qwest needs to treat that facility accordingly. For example, Qwest personnel cannot (as they did in the example) tell the CLEC that Qwest will test and repair only to voice grade parameters, even though the facility is supposed to be capable of carrying data. (see footnote 13)

To the extent that problems, such as the one in the example, occur because of inadequate training, Qwest should promptly train its personnel as to the appropriate parameters for services capable of carrying data. Once a facility is identified (by CLEC or Qwest) as a digital capable service (e.g., HDSL2), there should be no more instances when Qwest personnel as a matter of policy refuse to test to the industry standards/parameters for that service.

To the extent that problems, such as the one in the example, occur because Qwest repair personnel are relying on circuit ID or other indicators suggesting that a loop is an analog loop when in fact it is a digital capable loop, Qwest should promptly train its personnel to accept input from CLECs as to the type of service. For example, if a CLEC tells Qwest in written remarks or on a telephone call (consistent with applicable Qwest process) that a facility was ordered as HDSL2, the Qwest repair personnel should not take the position that Qwest will not treat it for testing and repair purposes as HDSL2 because the circuit ID or other indicator suggests otherwise. Qwest should test and repair it per the applicable industry standards for the digital capable service identified by CLEC.

There is no reason to wait for implementation of a USOC to ensure that repairs are performed in a manner appropriate for the service ordered by the CLEC. Even after a USOC(s) is implemented for new ordering, digital capable loops (including HDSL2 circuits) will exist in the embedded base. If Qwest does not identify these facilities itself, Qwest will have to rely on information provided by CLEC as to the type of facility ordered when facilities in the embedded base need repair. Qwest should be relying on that CLEC-provided information now.

Qwest has identified no systems change or other change that is needed before implementing the requested training. Certainly, there is no legitimate reason to tie Qwest's position on testing at installation to testing for these repairs.

Footnote 1 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Footnote 2 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Footnote 3 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 9/9/08 clarification meeting. Footnote 4 - Because Qwest used the term "voice grade" to describe the type of loop it was then testing to (see above example from the first paragraph of the CR), Integra uses that term in this response for ease of reference. Footnote 5 - See, e.g., http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting (Jamal Boudhaouia-Qwest - "The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center."; "Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines."); see also See

http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. (Jamal Boudhaouia-Qwest – "Qwest retail does not use a manual process.") Footnote 6 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting (quoted below). Footnote 7 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 12/17/08 CMP meeting. Footnote 8 - This assumes that Qwest is not enforcing a policy of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data, as discussed below regarding repairs. Ensuring Qwest's personnel are properly trained in this regard is one of the purposes of Integra's CR. Footnote 9 - When a joint meet is required, the Qwest-Eschelon approved ICAs in MN, OR, and UT provide for joint repair appointments. See 9.2.5.2.1. Footnote 10 - See http://www.qwest.com/wholesale/cmp/cr/CRPC082808-1IGX.html minutes from 11/12/08 CMP meeting. Footnote 11 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. Jamal at Qwest said if CLECs can not complete co-op testing we need to re-analyze the CR. Footnote 12 - See http://wholesalecalendar.qwestapps.com/detail/10/2009-01-21 and link to minutes from 1/21/09 CMP Product/Process meeting. "Doug Denney-Integra (1/30/09 Comments to Minutes received from Integra) said while we would all like 100% perfection there is the opportunity for and improvement along the way. He asked why we want to delay the USOC and manual process because of the testing issue when by using the USOC we could get to 80% improvement today. Footnote 13 - See, e.g., Qwest-Eschelon OR ICA: "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. If such changes result in the CLEC's End User Customer experiencing a degradation in the transmission quality of voice or data, such that CLEC's End User Customer loses functionality or suffers material impairment, 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. . . ." (emphasis added).

1/21/09 Product/Process CMP Meeting

Bob Mohr-Qwest said that Qwest met with the Database administrator to develop the timeline and systems requirements for the implementation of the USOC. Bob said that the table changes will be worked with the system release in (1/30/09 Comments to Minutes received from Integra) mid April. He said that joint cooperative testing is a critical component for the success of this effort. Bob said that between now and April we will make necessary changes to the PCAT, Tech Pubs, Contract Language, and Internal documentation. This will include changes for ISDN BRI and ADSL Non Loaded ordering as well. Bob said that Cooperative testing must be included in that solution.

Bonnie Johnson-Integra said Integra proposed, until the USOC can be put in place, implementation (1/30/09 Comments to Minutes received from Integra) of a manual work around to bring relief. The work around is to drop to manual handling and the type of loop would be identified in the Remarks. Bonnie said that Qwest responded that they were not implementing manual process. Why can't Qwest implement Integra's proposal

Jamal Boudhaouia- Qwest said that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that based on the NC codes the USOC will be assigned. He said that if the USOC is not there LFACs doesn't know what to assign and that the remarks is informational only. He said that IMA will drive LFACs to assign the correct facility.

Bonnie Johnson-Integra said that (1/30/09 Comments to Minutes received from

Integra) for a period of time in the past, Qwest used this process for ADSL. Today there is a process where if the order does not flow through, it will drop to manual assignments and are there are codes associated with the process. Bonnie asked if the concern was that the Qwest resources would not know what kind of loop to assign and couldn't Qwest train their people on this process.

Jamal Boudhaouia-Qwest said that to drop every loop to manual handling is economically not feasible and there will be delays during provisioning and additional hold time.

Bonnie Johnson-Integra said that it didn't sound like this is a system or training issue (1/30/09 Comments to Minutes received from Integra) but that Qwest was concerned about the volume of orders and that Integra is only proposing that HDSL2 loops be dropped to manual handling, not all loops.

Jamal Boudhaouia-Qwest said that another concern is what triggers would have to be put in place for LFACs and IMA.

Bonnie Johnson-Integra said that Integra is only proposing that HDSL2 loops be dropped to manual handling not all loops. She said that they would identify for Qwest that this is HDLS2. She said they are not asking Qwest to make the decision on their own. She said that they will indicate in Remarks and should not require more work on the Qwest side.

Jamal Boudhaouia-Qwest said that the manual process will cause issues down the line due to human error etc. He said that this process would impact all CLECs and not just Integra. (1/30/09 Comments to Minutes received from Integra) Qwest has not thought about a manual process. Qwest hasn't discussed what changes in systems would be required.

Liz Balvin-Covad asked for clarification on the issue. (1/30/09 Comments to Minutes received from Integra) You (Integra) have the right to order this type of loop?

Bonnie Johnson-Integra said that (1/30/09 Comments to Minutes received from Integra) Qwest is provisioning and repairing to a voice grade level.

(1/30/09 Comments to Minutes received from Integra) Liz Balvin-Covad said because there is no USOC?

Jamal Boudhaouia-Qwest said it is provisioned as a 2 wire loaded loop. (1/30/09 Comments to Minutes received from Integra) The product developed doesn't provision HDSL. The NCI/SECNCI codes were used for information only.

Bonnie Johnson-Integra said (1/30/09 Comments to Minutes received from Integra) Qwest should install based on the NC/NCI codes.

Jamal Boudhaouia-Qwest said that we have never offered the product to HDSL parameters. He said that Integra wants a process to ensure HDLS2 Unbundled loops are provisioned correctly.

Liz Balvin-Covad asked why the NC/NCI codes aren't driving this.

Jamal Boudhaouia-Qwest said that the NC/NCI codes never drove this and we want to assign a USOC and drive to all downstream. He said that Qwest wants a robust process to make sure we have codes and logic in place.

Bonnie Johnson-Integra said (1/30/09 Comments to Minutes received from Integra)

based on the Industry Standards for the NC/SECNCI they should be HDSL2 capable. Bonnie said that Integra did not feel they should have to submit a CR but that is what Qwest told us to do so here we are.

Liz Balvin-Covad asked why Qwest could not support a manual process. (1/30/09 Comments to Minutes received from Integra). Liz stated she was surprised, shocked to hear that Qwest is not using the NCI/SECNCI codes. This is industry standard. Covad relies heavily on xDSL Loops. I am just shocked. I am not saying you are lying, Jamal, I am just shocked.

Bonnie Johnson – Integra indicated that this is our position as well.

Liz Balvin – Covad stated this appears to be a defect in the downstream systems.

Jamal Boudhaouia – Qwest stated Qwest is trying to implement a robust process. We are where we are.

Liz Balvin – Covad requested manual support.

Jamal Boudhaouia-Qwest said that we don't believe manual handling is the right way to do this and that cooperative testing is critical to the process.

Doug Denney-Integra asked why the joint testing is critical to the process. (1/30/09 Comments to Minutes received from Integra) In past calls Qwest indicated that it doesn't test for themselves.)

Jamal Boudhaoia-Qwest said each equipment manufacturer has specific standards. He said that we have proposed critical joint testing for the complete provisioning and acceptance. He said that we test remotely without a technician and Qwest can't do this on their own to insure we have delivered a quality loop. Bonnie Johnson-Integra said they will take this back internally and that they wanted to make sure they were on the same page. Kim Isaacs-Integra said that currently when you have a repair situation, all Qwest will do is test to analog VG. She said that ticket will say maintain to the appropriate level. (1/30/09 Comments to Minutes received from Integra) Kim asked why Qwest could not implement the repair process. Jamal Boudhaouia-Qwest said that the repair scenario is different than provisioning because it is not driven by input/output. Dan Wiger-Integra asked what a cooperative test would look like (1/30/09 Comments to Minutes received from Integra) on the installation process what does Qwest do for itself and what is expected. The testing parameters are still an open issue. He asked if Qwest is suggesting some type of test if , for example, our equipment is hooked up and the circuit won't pass, would they be asked to do something or will Qwest initiate a process and fix the problem. Qwest implied that coop testing is needed on repairs. Jamal Boudhaouia-Qwest said (1/30/09 Comments to Minutes received from Integra) testing parameter would apply to provisioning and repair and that we would have to agree on the parameters. Dan Wiger-Integra said that they would know as the customer to repair back to the HDSL. He said that cooperative testing for repair would be a challenge. He asked if it was open/out would Qwest fix to the standard. Jamal Boudhaouia-Qwest said that the loop is hooked up to the Mux and HDSL has different parameters different than Nortel, for example. He said that we would fix it so that it is easier for you to interject a signal. Dan Wiger-Integra said (1/30/09 Comments to Minutes received from Integra) Qwest can fix metallic trouble but the challenges would be more on HDSL. Basic faults are easier to diagnose but that Multi band Mux remote capabilities would be a problem. We would ask Qwest to repair to parameters. Jamal Boudhaouia-Qwest said that we will agree to the concept of the proprietary process, the test parameters depend on what they want to see and on your testing capabilities. He said that Qwest will negotiate and agree on parameters. Dan Wiger-Integra asked is (1/30/09 Comments to Minutes received from Integra) Qwest positioning that it does not have the resources, trained or personnel in the CO to test with the Field and the CLEC will the CO resource.

Jamal Boudhaouia-Qwest said that we would not be in parity with retail. (1/30/09 Comments to Minutes received from Integra) If CLEC can not complete co-op testing we need to re-analyze the CR. He said that it is much more than training and resources but do they have the equipment to do the testing. Dan Wiger-Integra asked if the pair was not working, would Qwest (1/30/09 Comments to Minutes received from Integra) Retail would test through the vendor equipment and do further testing on the frame to the technician in the field – Qwest in Wholesale – CLEC CO Test. Jamal Boudhaouia-Qwest said that HDSL parameters don't have the capability nor have the technician in the CO to test to HDSL parameters. Dan Wiger-Integra said (1/30/09 Comments to Minutes received from Integra) stated that Qwest retail would seek another pair and that they would have to take this back. Doug Denney-Integra said that said that Integra wanted to get the manual process going so that they could work on how to handle testing going forward. Jamal Boudhaouia-Qwest said that Integra's CR requested Design, Provision, Test and Repair Unbundled Loops to the requirements requested by the CLEC. He said that with this new process, Qwest expects provisioning will be better than before for HDSL requirements. He said that the original CR calls for a test process. Doug Denney-Integra (1/30/09 Comments to Minutes received from Integra) said while we would all like 100% perfection there is the opportunity for and improvement along the way. He asked why we want to delay the USOC and manual process because of the testing issue when by using the USOC we could get to 80% improvement today. Jamal Boudhaouia-Qwest said (1/30/09 Comments to Minutes received from Integra) to propose a new process if this will not work. He did not understand the objections to cooperative testing. He said that everyone needs to be comfortable with the testing and we want to meet the CLECs needs so that we don't have issues going forward. He said that he would be open to another discussion. Bonnie Johnson-Integra said that when a CR requires system work in the past a workaround has been implemented. She said that Integra believes that Qwest can assign a loop without cooperative testing as it does for itself. (1/30/09 Comments to Minutes received from Integra) Jamal Boudhaouia-Qwest said that Qwest Retail does not use a manual process. (1/30/09 Comments to Minutes received from Integra) Bonnie Johnson-Integra said she was not stating that Qwest does this using a manual process and that Qwest retail could have a USOC they use. Dan Wiger-Integra said that Qwest has identified 3 steps in the process from this discussion: 1. Implement a new process/manual process, 2. implementing the USOC with cooperative testing will provide a quality loop and 3.final details on testing and how it will work. Bonnie Johnson-Integra said that it appears that Qwest is unwilling to move forward without implementing the USOC and won't do one without the other. Jamal Boudhaouia-Qwest said that Qwest is not unwilling to discuss a manual process and Integra's CR is requesting a testing process. Bob Mohr-Qwest said that Qwest wants assurance that with cooperative testing, we meet the HDSL test standard. Mark Coyne-Qwest summarized that based on Qwest's response we will go back and look at the manual process, move forward with implementing the USOC and work together on joint testing. Mark Nickell-Qwest asked when Integra would respond to the question on joint testing. Bonnie Johnson-Integra said that they would review internally and provide a timeframe for a response to the CMP CR mailbox.

12/17/08 Product/Process CMP Meeting Bob Mohr-Qwest said that we wanted to provide an update from the last call. He said that we have held meetings with our sub teams to address the support of the (12/30/08 - Comments to minutes received from Integra) HDSL USOC and provisioning guidelines. The team has completed the analysis and determined that LFACs will look for a HDSL qualified Facility when the new USOC is present. He said that the team will meet on January 8th to work through the implementation steps and establish timelines associated with the implementation of the USOC. The team will also address non loaded BRI and ADSL loops. He said the 2nd sub team is working on the testing criteria and several outstanding issues from last month's CMP meeting were discussed. He said that the implementation plan depends on the CLECs testing to 196 KHz and is critical to the implementation team. Jamal Boudhaouia-Qwest said that conditioning on the bridge tap and load coil will be performed (12/30/08 - Comments to minutes received from Integra) when we detect excessive bridge tap and have as we do today and that we will get authorization to remove it. Kim Isaacs-Integra asked if it would be done on the near and far end on the

bridge tap and interference bridge tap too. Jamal Boudhaouia-Qwest said that far and near is part of the CSA guidelines and is very clear. He said that we will consider from a process perspective the automatic authorization to remove the bridge tap to make it compatible. Kim Isaacs-Integra said that they can populate the SCA field on the 1st order to approve authorization. Jamal Boudhaouia-Qwest said that we assume authorization because of ease and efficiency. He said you can choose to follow the same process. Kim Isaacs-Integra said that it should be based on if the field is populated and that the existing process says that we communicate to Qwest whether we approve the condition. Jamal Boudhaouia-Qwest said that he could go either way. He provided examples of how Qwest performs testing. (12/30/08 Comments to minutes received from Integra) Kim Isaacs – Integra indicated that Integra would prefer to use the existing process to approve conditioning. Jamal Boudhaouia-Qwest provided examples of how Qwest performs testing. DS1 service (12/30/08 Comments to minutes received from Integra) using HDSL2 – Qwest owns both ends, MUX on CO end of loop to customer prem. The Qwest HDSL2 goes through the CSA guidelines and Qwest will do remote testing from the center. HDSL is not a complete standard more focused to loop make up but each equipment manufacturer has specific standards. BRI – Testing is done remotely. UBL – Test is done on frame on most loops and the technicians are equipped with that ability. HDSL – CSA guidelines are used and hook up to the (12/30/08 Comments to minutes received from Integra) HDSL equipment and do remote. The HDSL is how loop should be done and have different parameters on how they test depending upon the manufacturer's specifications. It is different for Lucent or any other manufacturer. We do the testing remotely and the tester reads the performance. Jamal asked that the CLECs test remotely or coordinate with the Qwest tester to cooperatively test with Qwest. He said that we don't know how you test to 196 KHz and it depends on your Mux. Dan – Integra said that Qwest has various vendor technicians and has various test standards for HDSL. He said that if they are expected to do (12/30/08 Comments to minutes received from Integra) continuity testing how do they logistically accomplish this with HDSL and what is the next step. He said that Qwest can have the CO tech put the test devise on the loop asked why Qwest is not able to do this on HDSL. Jamal Boudhaouia-Qwest said that we don't do 196 KHz on our own and that we do performance but they are driven by the vendor equipment. Our Technician is not equipped and the tools are very expensive to do 196 KHz. He said the equipment itself has certain parameters between the NIU or the technician would have a laptop to do remotely. Dan-Integra asked if the CLEC orders (12/30/08 Comments to minutes received from Integra) HDSL it is the industry standard to run multi-band test and Qwest does not run an insertion loss for high frequency. He asked how Qwest would know if the HDSL is a qualified loop. Jamal Boudhaouia-Qwest said that is the question associated to the CR. He said that today Qwest doesn't perform or guarantee tests. Dan-Integra asked Qwest to confirm that Qwest itself does not perform test. Jamal Boudhaouia-Qwest said that on raw copper loop the tech on the other end doesn't interject test parameters (12/30/08 Comments to minutes received from Integra) Qwest connects the loop to the HDSL equipment and tests remotely. Dan-Integra asked if Qwest would perform the test for HDSL signaling for themselves if the circuit doesn't work. Jamal Boudhaouia-Qwest said no and that typically (12/30/08 Comments to minutes received from Integra) Qwest looks for overlooked bridge tap or load coil and removes these if found – the practice of testing the loop don't do is driven by CO Mux. Qwest tests remotely. Dan-Integra said that with the Mux you don't have the technician. He said that you order the facility and hook up to the vendor equipment and it doesn't work. He said that a loop issue is found. He asked how they could cooperatively test by sending the tone for every ADSL and hand off a qualified loop. (12/30/08 Comments to minutes received from Integra) Dan stated it sounds as though Qwest is just using vendor testing. Jamal Boudhaouia-Qwest said that we don't have the equipment or technicians trained for HDSL signaling. He said Qwest does not have the capability to test raw loops. He said that we will check to see if the bridge tap is interfering with it. He said that Qwest does not do HDLS test in the CO because we are not equipped to do that and the equipment is very expensive. (12/30/08 Comments to minutes received from Integra) When we hook to the HDSL mux we test remotely - it works or doesn't work - we don't have the ability to test the raw loop, we look for open shorts, bridge tap, or Load Coils that we missed. Most of the time we don't test using test equipment in the CO. Qwest is not

equipped to do the testing in every central office. Dan-Integra asked if Qwest's position was that when the CLEC orders an HDSL Loop Qwest wants the CLEC to be part of the Loop Qual testing. Jamal Boudhaouia-Qwest said (12/30/08 Comments to minutes received from Integra) LFAC will do the Loop Qualification. We don't know the capability of the CLEC. He said that we are asking for cooperative testing and what other parameters beside 196 KHz to test to because 196 KHz may not interject the signal. Dan-Integra said that they would review the recommendation internally. He asked if they agree to cooperative testing would the standard be jointly defined. Jamal Boudhaouia-Qwest said (12/30/08 Comments to minutes received from Integra) yes we are willing to jointly define compliance standards that some CLECs can't test remotely with 196 KHz. Doug Denney-Integra (12/30/08 Comments to minutes received from Integra) said that Qwest indicated some COs are equipped with test with this 196 KHz testing standard and asked if Qwest's position is the same, regarding testing of the loop, even in offices where the capability to test the loop exists. Jamal Boudhaouia-Qwest said that is correct from a process perspective. He said that in these offices the process we are introducing with this CR would be across the board. Bonnie Johnson-Integra asked when Qwest includes new technology or service is the criteria included in the binder group. Jamal Boudhaouia-Qwest assuming that Qwest knows the NC/NCI codes in the binder group are running each pair is assigned the correct codes in the cable. He said that he tried to make manage spectrum management process – DS1 on it if the separate CO based HDSL and ADSL interfere with the CO based – interference will appear after a certain amount of time and that is how the spectrum if we know the codes in binder group. Kim Isaacs-Integra asked how Qwest gets the NC/NCI information to manage spectrum etc. Jamal Boudhaouia-Qwest said that it is driven by the service order and that is how they get assigned to the cable. Kim Isaacs-Integra said that (12/30/08 Comments to minutes received from Integra) service modifier LFXU is for 2 Wire Analog and Non Loaded Loops and they all carry the same service modifier code and asked how Qwest could manage spectrum correctly/interference on the loop. Jamal Boudhaouia-Qwest said that (12/30/08 Comments to minutes received from Integra) historically the NC/NCI codes were not loaded. He said that when we have a UBL the NC/NCI codes need to be correct on the loop and that is what we are trying to do going forward in order to manage spectrum.. Kim Isaacs-Integra asked how Qwest determines the NC/NCI codes on LXFU. Jamal Boudhaouia-Qwest said that if we have LXFU would be able to manage with NC/NCI codes and we are looking at the total technical parameters with the NCI/SECNCI going forward. Kim Isaacs-Integra said when assigning HDSL, LFACs will find the loop upfront and asked if the NC codes will be tied to the circuit so when you manage spectrum you aren't going to have interference. Jamal Boudhaouia-Qwest said that when the USOC is input, IMA will drive the correct NCI codes. Bonnie Johnson-Integra said that the reason they are asking is because they have had an ongoing issue for 2 years. She said that Qwest network personnel told them that the repair commit time for LXFU 2-4 wire Non-Loaded Loop is 24 hours when the SIG indicates it is 4 hours. She said that Qwest said they determine repair commit time by the service code modifier and not the NC/NCI code and that they can't differentiate between 2 & 4 wire analog and a 2/4 Wire Non-Loaded Loop. She said that they are concerned with the challenge in repair when there are 600 pairs on the binder group and is Qwest looking at 600 orders. She said that going forward there will be a different USOC but will still have the service code modifier. She said that we may need to take a closer look at this with HDSL & being included and LXFU modifier. Jamal Boudhaouia-Qwest said that we are not looking at 600 pairs. He said that there are 25 pair cables and if the services apart in each binder group there won't be an interference issue. He said that he was not aware of the repair time and will take as an action item. He said that what he envisions going forward is that the new USOC will drive NC/NCI codes and HDSL will be assigned. Bonnie Johnson-Integra asked if we could do research on how they can differentiate between a VG loop and an HDSL loop. Jamal Boudhaouia-Qwest said that we can research.

11/19/08 Product/Process CMP Meeting

Bob Mohr-Qwest said that we had questions from the adhoc meeting held 11/12 and

would like to provide an update. Bob said that the 1st question is associated with the embedded base of circuits. He said the question was will Qwest update the circuit with the USOC as needed when the CLEC opens repair tickets and indicates this is a 2 wire non-loaded loop with HDSL NC/NCI codes. Bob said that if the circuit is identified and qualifies as HDSL, Qwest will change to the new USOC. He said that if the circuit does not meet the guidelines we will ask that it be moved to a service that qualifies. Bonnie Johnson-Integra said that when we are talking about repair we are talking about 2 buckets. She said that the 1st bucket is when a circuit is working and Qwest does a network modification resulting in the circuit not working. She said that there should never be a case when the circuit worked and now doesn't qualify because of the network modification (11/26/08 Comments to minutes received from Integra) because per Jamal on the ad hoc call, an address qualifies or it does not. Jamal Boudhaouia-Qwest said that is correct. (11/26/08 Comments to minutes received from Integra) we will look at this situation on an individual case basis. Bonnie Johnson-Integra said that going forward they should not have to open up a ticket in this situation (11/26/08 Comments to minutes received from Integra) because Qwest will not install the circuit if it does not qualify. Jamal Boudhaouia-Qwest there should be no repair issue and that the circuit should work and continue to work going forward. Bonnie Johnson-Integra said that if the circuit does not qualify and you request that the circuit be moved to another facility should only apply to circuits prior to this process. She said that the circuits Bob is referring to are those that don't meet the guidelines. Bob Mohr-Qwest said he was referring to the embedded base. Bonnie Johnson-Integra asked if these would be circuits that never worked. Jamal Boudhaouia-Qwest said that if there have been 4 or 5 repair tickets on a circuit there may be a problem. He said that if the circuit has always worked properly, it should work going forward. Julia Carter-Redman-McLeodUSA said that their concern is that they have a circuit that has worked properly for years (11/26/08 Comments to minutes received from Integra) a change occurs in Qwest's network and now the circuit doesn't work. Qwest's response is that the circuit meets the standar for test per NCI code and CLEC now has to re-order because it has the wrong NCI codes. Jamal Boudhaouia-Qwest said that the issue is to provide correct NCI codes. Julia Redman-Carter-McLeodUSA said that the (11/26/08 Comments to minutes received from Integra) circuit has been working for years and the codes in the beginning worked and now there is a repair issue. Qwest is now claiming it doesn't work because the NCI codes are wrong.and we have to reorder with the now correct NCI codes. Jamal Boudhaouia-Qwest said that we are talking about 2 different issues. Mark Coyne-Qwest said that McLeodUSA's issue doesn't fall into the description of the CR and that we have captured their concern. Bonnie Johnson-Integra said that their CR is asking for Qwest to install and provision circuits based on the NCI/SECNCI codes. She said that Qwest was only installing to voice and their CR addresses ADSL. Jamal Boudhaouia-Qwest said that we are trying to make sure that the NC/NCI codes expected on the request are to provision UBL. He said that our expectation is that the NCI codes in the PCAT and ICA are correct going forward. Julia Redman-Carter-McLeodUSA confirmed that this (11/26/08 Comments to minutes received from Integra) addresses only installation and provisioning on a going forward basis. Jamal Boudhaouia-Qwest said yes. Julia Redman-Carter-McLeodUSA said that they don't want (11/26/08 Comments to minutes received from Integra) to have to reorder something that has been working and now stops working. PAETEC want the service repaired based on the standard for the service we originally ordered and received.

Kim Isaacs-Integra said that the NCI & SECNCI codes used for the service should work to those standards. She said that if the NCI code is different than what you wanted, the circuit won't work per the standard. Julia Redman-Carter-McLeodUSA said that she still has a problem with a circuit working for years (11/26/08 Comments to minutes received from Integra) though it may have the 'wrong' codes – and now Qwest won't repair and PAETEC may need to re-order again because of Qwest changes. Kim Isaacs-Integra said if you have an embedded circuit with a 2 wire non loaded loop NCI and it is working as ASDL and then it stops working, Qwest will repair to NCI code standards based on ADSL. Jamal Boudhaouia-Qwest said that we could talk further about this is an adhoc meeting. Jamal said that we test and manage to current NCI codes. Bonnie Johnson-Integra said if the current codes are HDSL

capable and the circuit was working and then it doesn't, Qwest is going to have to remove the bridge taps. Mark Coyne-Qwest said that these were good discussion points for an adhoc meeting. Bonnie Johnson-Integra asked why these discussions have to take place outside of a CMP Meeting. (11/26/08 Comments to minutes received from Integra) Bonnie said we have the participants on the call now and Qwest seems to always be trying to get things outside of CMP. Mark Coyne-Qwest said that he was not sure we had all the right SMEs on the call. (11/26/08 Comments to minutes received from Integra) Bonnie Johnson-Integra asked Jamal and Bob it that was true. Jamal Boudhaouia-Qwest said that McLeod's issue is outside of the CR and said that he was not prepared to discuss this concern. Julia Redman-Carter-McLeodUSA said that she was not able to join the adhoc meeting. Bonnie Johnson-Integra confirmed that Qwest will change the circuit if it qualifies and if a circuit has worked for a year it should still work. Jamal Boudhaouia-Qwest agreed that circuit should qualify and that if the circuit does not work, Qwest will take a look at it and place it on a facility that works. Julia Redman-Carter-McLeod said that they should not have to make changes to make it work. Bonnie Johnson-Integra asked if the confusion is that in the past McLeodUSA was using NCI codes not associated with HDSL and that is the difference from the CR. Julia Redman-Carter-McLeodUSA said (11/26/08 Comments to minutes received from Integra) that per the NCI/SECNCI codes the testing standard applied should be to HDSL codes per PCAT. She asked that if the circuit was working previous years and meets the designated standard per the NCI code but not the ADSL standard so that the circuit is working as it has been for the previous years, then does CLEC have to re-order with the now correct codes. Jamal Boudhaouia-Qwest said that we are not asking the CLEC to re-order but if the circuit never worked we are asking that it be moved to a different service. He said that if the circuit qualifies and has the correct codes Qwest will apply the USOC. Laurie Roberson-Integra said that if the circuit has been working for a year and quits and it qualifies, Qwest will restore it. She said if there is a Qwest network change and it doesn't qualify per the rules Qwest will not restore. Jamal Boudhaouia-Qwest said that based on tests and if the circuit worked intermittently and doesn't meet standards, Qwest will ask the CLEC to change it. Laurie Roberson-Integra asked if the circuit worked before and now it doesn't will Qwest try and fix the issue. Jamal Boudhaouia-Qwest said that he wanted to emphasize the standard test of 96HZ and if the circuit falls outside of the standard, Qwest will ask the CLEC to change it. Bonnie Johnson-Integra said that it is a case-by-case basis and that McLeodUSA's issue is a different issue and not related to this CR. Jamal Boudhaouia-Integra agreed and said it is a totally different spectrum issue (HDSL with ADSL) and that the remote D-Slam has no affect on ADSL. Kim Isaacs-Integra asked how Qwest will address bridge tap removal (near and far end) during the design and provisioning phase and what will Qwest do if it interferes with the service. Jamal Boudhaouia-Qwest said that would fall under the conditioning process and said he was not familiar with the current practice. Kim Isaacs-Integra asked if Qwest could provide a response. Mark Coyne-Qwest said that we will provide a response in the meeting minutes. Jamal Boudhaouia-Qwest addressed the question regarding what additional work and HDSL2 testing requirements need to be added to this process. He said that the technicians need to be equipped with HDSL tier testing and be able to read and understand DB levels. They will need to check for load coils going forward and test to the correct range. Bonnie Johnson-Integra asked if this additional work (11/26/08 Comments to minutes received from Integra) because the circuit will now be designed is related to Qwest wanting to increase from 3 to 5 day intervals. Jamal Boudhaouia-Qwest said that we have to take the necessary steps for the centers and LFACs to make sure the facility is qualified. He said that we have 2 extra steps - the technician needs to be equipped and that we have the insertion for the CSA guidelines. Bonnie Johnson-Integra asked when Qwest adds the USOC could she assume that it goes through LFACs to find the facility or does it fall out for manual handling. She said that she knew some will flow through. Jamal Boudhaouia-Qwest said that they would go through LFACs. Kim Isaacs-Integra asked if they would be auto assigned. Jamal Boudhaouia-Qwest said that he did not have the details but that the center will have to look for the correct facility. He said that extra time is needed in trying to mirror the design process and it is not an automatic process. He said all DS1s go through the design process. Jamal Boudhaouia-Qwest addressed whether coordinated/cooperative testing will be required, and if so, does that mean basic install will not be available for these loops.

He said that cooperative testing will have basic install testing with coordinated cooperative testing or have CLEC requested timeframes. Bonnie Johnson-Integra asked Qwest to confirm that plain basic installation was not available and has to be basic with cooperative test. Jamal Boudhaouia-Qwest said that was correct. Kim Isaacs-Integra said that on a basic install with DS1 or analog, Qwest is doing some test with a verbal response and asked if there was anything additional that needs to be done with HDSL. Bob Mohr-Qwest asked if they were referring to a finished DS1. Kim Isaacs-Integra said that with any loop order they can request basic install and Qwest will test to standard with a run test and asked what additional activity they need to do with cooperative testing. Bob Mohr-Qwest said that performance testing may be required and was not certain if there was a different test. He said that with the basic option, test results are not provided. Jamal Boudhaouia-Qwest said that we need to look at DS1 capable loops. He said that we will look at DS1 testing requirements to see what the CLEC has to do. Jamal said that he envisioned that the testing could be done remotely by the Qwest technician and CLEC with the same test results. Kim Isaacs-Integra (11/26/08 Comments to minutes received from Integra) asked if Qwest wanted us to send the 196 kHz down the loop and it will loop back. Bonnie Johnson-Integra said that with cooperative test you need the CLEC for something vs. just testing to the parameters and calling us. Bonnie said that they may have additional questions. Mark Coyne-Qwest said that if there are any other questions to send to cmpcr@qwest.com.

November 12, 2008 adhoc meeting Attendees: Bob Mohr–Qwest, Jamal Boudhaouia-Qwest, Doug Allen-AT&T, Kim Isaacs-Integra, Bonnie Johnson-Integra, Loriann Burke-XO Communications, Joyce Bilow–Paetec, Laurie Roberson-Integra, Doug Denney-Integra, Jo Wees-Qwest, Susan Lorence-Qwest

Susan Lorence-Qwest stated the purpose of the call is to discuss CR PC082808-01IG, Design, Provision, Test and Repair Unbundled Loops to the requirements requested by CLEC, including NCI/SECNCI Code Industry Standards, and for Qwest SMEs to provide a high level concept of the proposed solution. Bob Mohr-Qwest relayed that since the last ad hoc call, there have been several meetings to evaluate what would be required to provision specific interfaces for the Non Loaded loops to industry guidelines. The key is for downstream groups to be able to identify the unique interface. Bob relayed we would like to share the concept of a 2 gate approach to qualifying and provisioning the HDSL loop interface. Bob Mohr-Qwest said the team had researched how the NC/NCI codes are processed today for the specific interfaces and found that the majority of downstream systems rely on a unique USOC along with NC/NCI combination. Qwest found an existing USOC (U2UXX) that is defined today as a HDSL Unbundled Loop. The USOC is not used for any other application and LFACS can assign a Qual Code to validate availability of a facility that meets the HDSL guidelines. Bob relayed that if a facility exists then LFACS assigns facility and the order has made it through gate 1 otherwise the order is rejected. Jamal Boudhaouia - Qwest relayed that the determination in Gate 1 is if there is any capable facility available. (11/21/08 - Comments to minutes received from Integra) HDSL CSA Guidelines T1.418 recommendation would be used to determine capability. He relayed he wanted to be sure everyone was clear on the guidelines.

Bonnie Johnson-Integra asked Qwest to confirm that with the USOC, Qwest would be able to identify in LFACS whether or not there was a facility and that this was the current process that any order takes through Gate 1 11/21/08 – Comments to minutes received from Integra) and not a new process. Bonnie raised the question on what would occur if there was no facility. She indicated she disagreed that if there was no facility, Qwest would reject rather than treat as a delayed order.

Bob Mohr-Qwest said (11/21/08 – Comments to minutes received from Integra) rejected might be the wrong word and he said he would take that issue back to his SME team.

Bonnie Johnson-Integra (11/21/08 – Comments to minutes received from Integra) said

that Qwest was focused on the HDSL and said the change was broader than HDSL and questioned whether Qwest was looking for other unique USOCs.

Bob Mohr-Qwest (11/21/08 Comments to minutes received from Integra) recommendation with respect to digital products other than HDSL2 to order the corresponding digital compatible or capable loops. at the same price as non-loaded loops but there was not that latitude with HDSL.

Bonnie Johnson-Integra asked if new USOCs will also be obtained for the other Non-Loaded Loop Interfaces such as ISDN BRI and xDSL-I.

Qwest relayed the concept for other interfaces such as BRI ISDN, and xdsl-I should be ordered using the existing NC code for that UBL (xDSL-I and BRI ISDN Capable UBLproducts). This will ensure that these services are provisioned using industry guidelines and testing. ADSL interfaces should be ordered using the NC code of LXR- and this will drive the specific ADSL tests and parameters.

Kim Isaac-Integra (11/21/08 Comments to minutes received from Integra) said that it appears Qwest was stepping away from the ADSL loop through grandfathering the product. This ADSL loop may disappear in the next round of ICAs.

Bob Mohr–Qwest said there is no plan to grandfather ISDN BRI Capable and xDSL-I Capable Loop, but that Qwest was looking into the issue related to grandfathering of the product ADSL (11/21/08 Comments to minutes received from Integra) and possibly un-grandparenting the ADSL capable loop product.

Bonnie Johnson-Integra asked about the timeframe for that and Bob Mohr-Qwest relayed that he did not have that information at this point.

Bob Mohr-Qwest said at this point in the process, Gate 1 had been passed and that Gate 2 involved the actual provisioning and testing of the order. Bob relayed that with the additional testing and coordination, a change to the interval from 3 to 5 days is required. There was also the need to explore whether a cooperative test was required and whether that was operationally feasible. Bob relayed that the call was needed to explore those two areas: the interval change from 3 to 5 days and cooperative testing.

There was discussion on why there was a need for the increased interval. (11/21/08 Comments to minutes received from Integra) Jamal Boudhaouia - Qwest relayed that the 2 wire non loaded loop is a 3 day interval because it is not designed. The increased interval was due to the additional testing time that was required to test the 196khz frequency And because the circuit would now be a designed service and different test sets and technicians trained for this testing are needed on each end of the circuit.

Bonnie Johnson-Integra questioned what the expectation was around cooperative testing vs. a coordinated testing.

Discussion occurred the around the types of testing, various cost issues and how often these type of circuits would be ordered vs. the required test equipment.

(11/21/08 Comments to minutes received from Integra) Bonnie Johnson – Integra asked if Qwest was going to require coordinated/cooperative testing.

(11/21/08 Comments to minutes received from Integra) Bob Mohr – Qwest said that from a product perspective Qwest needs to determine the cost vs. the return.

(11/21/08 Comments to minutes received from Integra) Bonnie Johnson – Integra

indicated she would take this back internally. She asked Qwest if they are currently doing any testing for 2-wire loops.

Jamal Boudhaouia - Qwest relayed that today there is no requirement to perform (11/21/08 Comments to minutes received from Integra) HDSL tests. He said Qwest tests for load coils only.

Jamal Boudhaouia – Qwest (11/21/08 Comments to minutes received from Integra) said the qual code for the 1st gate will be the CSA Guidelines. The specific guidelines indicate that if there are no facilities, the order would be rejected.

(11/21/08 Comments to minutes received from Integra) Susan Lorence – Qwest indicated that there was an earlier question regarding the difference between rejected and delayed orders.

(11/21/08 Comments to minutes received from Integra) Jamal Boudhaouia – Qwest said for HDSL, there is no recommendation on a standard. ANSI T1.418 is the standard that references HDSL2 on the other hand if certain guidelines are not met, the address does not qualify which would be a reject vs. following the delayed order process. Jamal referenced that the CSA guidelines must be met.

(11/21/08 Comments to minutes received from Integra) Kim Isaacs - Integra questioned whether qualifications were based on gauge or distance only because we can request conditioning to remove load coils and interfering bridge tap

Jamal Boudhaouia - Qwest relayed it was based on gauge and distance and that it was a mathematical calculation.

Jamal Boudhaouia–Qwest relayed he would provide the specific guidelines. NOTE: The T1E1 Technical Report #28 is the guideline that Jamal Boudhaouia cited, specifically Section 3.1 depicts the CSA Guidelines that are Industry Standard.

Bonnie Johnson-Integra relayed that if the parameters are considered during loop qualification, the order should not get rejected.

Jamal Boudhaouia–Qwest indicated that if a customer uses the Raw Loop data tool, that chances are good that if it qualifies, the facility will still be available however there is no guarantee that some other provider did not order those facilities. The Raw Loop data tool does not reserve facilities.

Bonnie Johnson-Integra stated again there is a difference between an address that does not qualify and (11/21/08 Comments to minutes received from Integra) address that does qualify but no facilities which is the difference between a reject and a delayed order.

Jamal Boudhaouia–Qwest relayed (11/21/08 Comments to minutes received from Integra) that is a good point and Qwest would take that into consideration.

Bob Mohr-Qwest said he would take an action item: what to do with ADSL.

Bonnie Johnson - Integra questioned whether Qwest was looking for concurrence before the CR moves forward on the two areas of extending the interval from 3 to 5 days and the question of testing.

Bob Mohr-Qwest said the idea was to share the concept while Qwest continues to investigate the testing and other issues. He questioned whether Qwest was on track

and moving in the right direction.

Bonnie Johnson-Integra (11/21/08 Comments to minutes received from Integra) said that provisioning and repairing the loops to the NC/NCI code is where we need to be. We will not discuss whether we believe Qwest should have been doing this all along under our ICA on this call. Integra cannot dictate how to get to the solution but knows where we need to end up and wants to get there.

Jamal Boudhaouia–Qwest said Qwest wants to get there as well with a process that will work.

Susan Lorence-Qwest confirmed that Qwest would provide the Carrier Service Area (CSA) guidelines and asked for questions. Qwest relayed information had been provided on the direction and status of the CR and Qwest has additional items to think about.

10/15/08 Prod/Proc CMP Meeting Mark Coyne-Qwest stated that Bob Mohr-Qwest will provide an update. Bob stated that the team reviewed the change and stated that no IMA (10/22/08 Comments to minutes received from Integra - in bold) or system changes are necessary, so this CR will cross over to Product/Process. Bob stated that they looked at one change and solution and the concept failed. Bob stated that Qwest has other solutions but those were more complex and the team is evaluating the changes that need to be made. Bob stated that we would like to schedule an adhoc meeting in about two weeks to review the status and potential new solutions. Bonnie Johnson-Integra asked if the adhoc meeting will be to update the CLECs or to present a solution for the CR. Bob Mohr – Qwest stated that is what Qwest hopes but he did not want to set any misconceptions but the existing solutions are more complex. Bob stated that in the next 2 weeks our objective is to research, test, and look at financials. Mark Coyne – Qwest thanked Bob for the update.

9/17/08 Systems CMP Meeting Susan Lorence-Qwest said that this request was submitted as a Product/Process CR. This CR is in the Systems Package because an industry guideline CR has to be submitted as a system CR per the CMP Document. If determination is made that there are no system changes the CR will be crossed over to a Product/Process CR. Bonnie Johnson-Integra said (9/25/08 Comments to minutes from Integra in bold) she will not read the entire CR request but that there have been a number of discussions with Qwest on these types of circuits and there is a lot of background and history. At a high level, Qwest advised Integra that regardless of the NCI code on requests for 2w/4w non loaded loops, Qwest installs, provisions and repairs to a voice grade level. She said that they are asking Qwest to provision and repair circuits based on the industry standards for the NCI/SECNCI Code instead of just the NC code. Susan Lorence-Qwest said that we held a clarification meeting on September 9th. She said that Bonnie provided ANSI T1.418 as the Industry Guideline. Bonnie Johnson-Integra said that was provided as an example and may not cover all of them. Qwest has a lot of codes already referenced in the tech pubs. We talked in the clarification call about the industry guideline CR having to be submitted as a system CR. She said that if there if no system work, the CR would be crossed over to a Product/Process CR. She said that they have been trying to address this issue for quite some time and have a concern about any delay. She said that there have been so many people engaged up to the VP level and they would like Qwest to respond ASAP on how soon this can be done. Susan Lorence-Qwest said that the SME team is already looking at the CR and that we will have a response by the next CMP meeting. She said that we hope to provide a response on whether we are accepting the change and whether there is system work involved. She said that once we determine if there is no system work involved, the CR will be crossed over to Product/Process. Bonnie Johnson-Integra said that they don't believe they should have had to issue this CR but Qwest recommended that they do. She said that there are industry guidelines that Qwest should be repairing and provisioning their circuits to. She said that they have been trying to get this resolved for over a year and they don't want to wait month after month for a response and will not be very patient. She

said that anything Qwest can do to expedite the process would be appreciated.

QWEST Response

March 13, 2009

For Review by CLEC Community at the March 18, 2009 CMP Product/Process Meeting

Bonnie Johnson Integra

Subject: Integra Change Request - CR #PC082808-1IGX

This CR is requesting to Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards.

Additional detail for this change request can be found at:
http://www.qwest.com/wholesale/cmp/changerequest.html

Qwest Response:

The Unbundled Non Loaded Loop product was developed to interface with various applications contained in Technical Publication 77384. For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only, as stated in the above mentioned Technical Publication and do not affect transport designs or performance. The associated NC code requires that the service use non-loaded, metallic facilities free of faults (grounds, shorts, noise, or foreign voltage). The CLEC has responsibility to inspect the character of the facilities, e.g. gauge, length, etc and determine that the facility is appropriate for their specific application.

Because Qwest is under no obligation to provide the product in the manner requested by CLEC, and Qwest is only obligated to provide a Non Loaded Loop to the broader standards listed in Technical Publication 77384, this Change Request to Design, Provision, Test and Repair Unbundled Loops to the requirements of the NCI code required a business discussion regarding the benefit to providing Non Loaded Loops in this manner vs. the cost to do so. That is, because there is no obligation to provide Non-Loaded Loops in this manner, the decision to implement this CR becomes one of economics. Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request.

Sincerely

Qwest Corporation

ESCALATION #45 Integra Escalation PC082808-1IGX Denied

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

Bonnie

ATTACHMENT

Escalation of CR #PC082808-1IGX by Integra and Affiliates

March 20, 2009

- Description of item being escalated

Integra and its affiliated entities ("Integra") escalate Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGX, entitled "Design, Provision, Test and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"]. It seems self-evident that, if a CLEC orders a particular product, Qwest would provision that product. With respect to unbundled loops and in particular xDSL-capable loops, however, that has not turned out to be the case. Several types, or flavors, of xDSL-capable loops are supposed to be available to CLECs. For example, as discussed below, some interconnection agreements (ICAs) define xDSL-capable loops to include at least seven types (ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL). These various types of xDSL-capable loops are separate from, and in addition to, DS1 capable loops, which Qwest must also provide to CLECs. There is a specific mechanism, set forth in the SGATs and ICAs, for the CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC. The mechanism involves the use of "NC/NCI codes" (plural). Both the NC code and the NCI code are needed to identify the particular type of loop. Qwest, however, claims that it has no obligation to provide the product in the manner requested by CLEC. Qwest has taken the position that, when a CLEC requests a specific type of xDSL capable loop (*e.g.*, via the NC/NCI code identifying HDSL2 at 1.544 Mbps), Qwest may either (1) provide a different type of loop (e.g., a loop at a voice grade parameter of 1004Hz) that does not meet the CLEC's particular digital needs, or (2) require the CLEC to order a different, more expensive product (*e.g.*, a DS1 capable loop) to obtain the requested digital capability. Qwest should provide a loop that will actually support the service ordered by the CLEC. Instead, and despite a clear ICA requirement to comply with both the NC code ***and the NCI code***, Qwest chooses to provision only to the NC code without regard to the NCI code. Therefore, when a CLEC receives the loop, it may for example have no load coils (per the NC code) but, when tested to the specification of 196 kHz consistent with the ANSI standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (*e.g.*, HDSL2) in the manner the product is defined as indicated by the full NC/NCI codes, then Qwest's processes are out of compliance and need to be brought into compliance. CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest needs to provide the particular product requested by CLEC.

To view this technical issue in another context may help in understanding the problem. Consider a customer who has a terrible allergy to onions. The customer specifically

orders a pizza with no onions. The pizza is delivered. The customer believes that the pizza is the type ordered so eats a slice. The customer only learns there is a mistake when the customer with the onion allergy goes into anaphylactic shock. It turns out the pizza delivery person delivered a pizza with onions. When the customer calls to complain, the pizza place says it met its obligation to the customer because "hey, we delivered a pizza." It is a completely unsatisfactory result. The customer did not receive the product ordered and, as a result, the customer is harmed.

The CR and this Escalation are not limited to loop delivery/installation. Integra's Provision Loops Per Request CR covers loop design, provision, test, and repair for loops (including all types of xDSL capable loops, only one of which is HDSL). In other words, by "providing" a digital capable loop to CLEC, Integra means all phases of providing that loop. In its CR, Integra provided a May 2008 repair example. Integra provided further discussion of "Repairs, Including Repairs Following Qwest Maintenance and Modernization Activities" in its February 4, 2009 written comments. Key aspects of the issue presented by this example were already arbitrated successfully by Eschelon as part of Issue 9-33 in the Qwest-Eschelon Section 252 ICA arbitrations (docket numbers provided below). The resulting Minnesota ICA went into effect, for example, on March 12, 2008 – more than a year ago – giving Qwest ample time to bring itself into compliance. Qwest's Response completely ignores this significant aspect of Integra's CR.

- History of item

On August 28, 2008, Integra submitted CR PC082808-1IGX. This CR addresses a business critical issue that Integra has been raising with Qwest since at least the Fall of 2007, when it was added to the service management issues log and Integra's Senior Vice President of Engineering raised it with Brian Stading, then Qwest's Vice President, Service Management and shortly afterward with Ken Beck, Qwest's Regional Vice President. As indicated in Integra's CR, Integra submitted its request to the Change Management Process (CMP) in response to Qwest's request to take the issue to CMP, while Integra reserved its rights under the ICAs and the law. The CR was discussed in CMP. On the January 21, 2009 CMP call, Integra agreed to an action item to consider the comments that Qwest had made on that call and respond in writing. On February 4, 2009, Integra completed its action item by providing that written response to Qwest. During the February 18, 2009 CMP call, Qwest nonetheless indicated that Integra had not responded to its action item and, therefore, Qwest was not prepared to discuss it and had not circulated it as part of the CMP materials so other CLECs could be prepared to discuss it. Integra objected and, after the call, sent an email to Qwest, stating: "Enclosed . . . is our response from two weeks ago. The first paragraph both clearly identifies it as our response and requests that Qwest include it in the CMP CR detail, available to all CLECs. It says: 'On the January 21, 2009 CMP call, Integra agreed to consider the comments that Qwest had made on that call and respond in writing. Integra provides this response to Qwest. Please ensure that this response is included in the detail for CR PC082808-1IGX.'" Because Qwest ignored this written response and the request to include it in the CR detail distributed to other CLECs, other CLECs were not given an

opportunity to review the materials in advance or comment upon them during the CMP meeting. Qwest did not provide a reply either in writing or at the next CMP meeting. Qwest indicated it had already responded (even though previously it had said it was not prepared to respond), and Qwest did not address the many points raised in Integra's response. On March 13, 2009, Qwest denied Integra's CR. As discussed below, Qwest brief written denial is particularly non-responsive. On the same day (March 13, 2009) as Qwest denied this CR (#PC082808-1IGX), Qwest also denied Integra's CMP Escalation ("Escalation #44) relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR"). Unlike CR PC020409-1EX (which was limited to HDSL), this CR includes all types of xDSL-capable loops. Integra has provided a separate written reply to Qwest regarding its denial of that Escalation.

- Reason for Escalation

This issue is important, and it impacts CLECs, competition, and end user customers. As discussed in the above Description of the Item Being Escalated, CLECs need certainty in their business and operational planning, and they need to meet their end user customers' expectations. Qwest does not explain how CLECs can possibly achieve these goals when Qwest refuses to "provide the product in the manner requested by CLEC" (as stated in Qwest's Response). Because Qwest's Response hinges on whether it has any "obligation" in this regard, a discussion of Qwest's legal and contractual obligations is unavoidable in this Escalation. Although Qwest said in the March 18, 2009 CMP meeting that it did not respond regarding 47 CFR §51.319(a)(1)(iii)(C) because that is "legal," the argument Qwest is making about its alleged lack of any legal or contractual obligation is a legal argument. Omitting citations and not responding to them does not make the argument non-legal; it only makes it unsupported. It is important to note that Integra raised these issues in other contexts with Qwest, and Qwest insisted upon using CMP. As CMP is Qwest's choice of forum, Qwest needs to fully respond in CMP. Qwest's conduct reflected in its denial of Integra's CR (#PC082808-1IGX) violates Qwest's obligations under the Act, as well as its obligations under CLEC ICAs and the SGATs. As a result, CLECs, competition, and end user customers are harmed. Qwest needs to reverse its denial and promptly implement this CR.

In the discussions and written materials related to Integra's Change Request, Integra provided detailed information, including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position. In this Escalation, Integra will reply to each of Qwest's assertions in the order in which they appear in Qwest's two-paragraph Response.

Productization

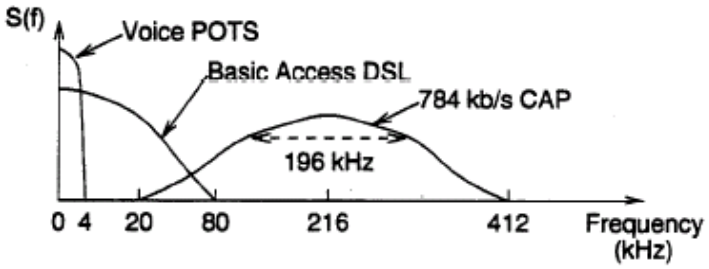
In the first line of Qwest's Response, Qwest refers to its "Unbundled Non Loaded Loop product" and how Qwest developed that product. As indicated in Integra's CMP Escalation relating to its Facilities Assignment USOC CR PC020409-1EX (which Qwest also denied), if Qwest's products or processes are inconsistent with the law, the law

controls and any flaws in Qwest's products or processes need to be brought into compliance with the law. It is not an adequate response to any of the operational, legal and contractual issues raised by Integra to argue that Qwest did not choose to develop its "product" that way. Qwest cannot escape its obligations through productization. There is no exception in the rules or FCC orders (*e.g.*, TRO ¶23; 47 CFR §51.319) to the effect that Qwest must unbundle xDSL capable loops unless Qwest chooses to develop a different product. Also, as discussed below, the ICAs provide that their terms control vis-à-vis Qwest's product documentation. Qwest should have developed its products in compliance with the law and the ICAs and, if it did not, Qwest needs to promptly bring itself into compliance.

Qwest Technical Publication 77384 Vis-à-Vis Industry Standards

Qwest states in its Response that the "Unbundled Non Loaded Loop product was developed with various applications contained in Technical Publication 77384." Qwest's Technical Publication 77384, however, provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." This is consistent with the definition of HDSL2 in both the SGAT/Eschelon ICA language and the Integra ICA language (both definitions quoted below).

The ICAs require compliance with "industry standards" (e.g., §§9.2.2.1.1 & 9.2.2.1.2 below). For example, xDSL capable loops must comply with "guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417" (§9.2.6.1 below). Regarding the interrelationship between industry standards and Qwest's Technical Publications, the Eschelon ICAs specifically state (§12.4.3.5 below, emphasis added): "Qwest Maintenance and Repair ***and routine test parameters and levels*** will be in compliance with Qwest's Technical Publications, ***which will be consistent with*** Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ***ANSI standard***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



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

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

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in §9.2.6.1 below and in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See
http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

In the Qwest (SVP Ken Beck) June 5, 2008 email to Integra, Qwest said (with emphasis added): "The Qwest Tech Pub 77384 and the Unbundled 2 and 4 Wire Non-Loaded PCAT both indicate that the CLEC needs to order the ADSL Capable Loop or a DS1 Capable Loop ***to receive an HDSL Level of Transmission***. If the CLEC requests the LX-N 04QB9.00H 04DU9.00H NC/NCI code combination, Qwest will provision an Unbundled 4 Wire Non-Loaded Loop and ***will test the circuit at 1004 HZ*** as stated in Section 6.2.1 of Tech Pub 77384. ***If Integra wishes to receive a signal that is tested at 196 kHz, you would need to request an ADSL service or a DS1 capable loop***. . . . I still boil it down to ***optional for us*** unless you order 4 wire loop." Qwest is operating as

though the Commission-approved ICAs were a mere suggestion, rather than a contractual obligation. Qwest's position is inconsistent with industry standards establishing a different NCI code for HDSL from the NCI code for ADSL and establishing testing at 196 kHz for HDSL (see above). Because Qwest will only test HDSL at 1004 HZ (*i.e.*, voice parameters) and because Qwest's technical publication and PCAT currently require a CLEC to order ADSL when the CLEC intends to place HDSL on the loop – as the CLEC is fully entitled to do under the Act, ICAs, and industry standards – then Qwest's processes, technical publication, and PCAT need to be promptly revised.

Qwest's current practice stands in stark contrast to these standards. In the May 2008 example provided in Integra's CR, the HDSL2 service was working fine for Integra's end user customer; Qwest made a Qwest-initiated change to its network which disrupted the customer's HDSL2 service; Integra opened a trouble ticket to restore service; and Qwest repair told Integra that Qwest would test and repair only to voice grade parameters, which meant that the end user customer's HDSL2 service no longer worked (i.e., was permanently disrupted). Since then, Qwest has confirmed in CMP that it will only provide a non-loaded loop (per the NC code) but will not specifically provision HDSL2 (per the NCI code), so that per Qwest at installation HDSL2 service might work, and it might not, and even if it works initially, Qwest will not restore it to that level if it later fails. In Figure 6(c) above, there is a very small area on the frequency line where the line marked Basic Access DSL intersects with the line going from 20 kHz to 412 kHz. Apparently, it is a narrow situation such as this for which Qwest says a non-loaded loop "might" work, though Qwest will not agree to restore it if a later Qwest network modification takes it out of that area. Figure 6(c) suggests that the likelihood that it "might not" work is greatest. The FCC, the SGATs, and the ICAs do not refer to loops that "may or may not" be digital capable. They must be "digital capable." And, per the ICAs (quoted below), they must comply with industry standards using both the NC and NCI codes.

Qwest's position that it may restrict testing to ***voice*** transmission parameters is inconsistent with these industry standards (as well as 47 CFR §51.319(a)(1)(iii)(C), quoted below).

ICA Controls Vis-à-Vis Technical Publication/Qwest Documentation

Even assuming Qwest's suggestion that it is in compliance with its technical publication were correct, Qwest cannot avoid its legal and contractual obligations by narrowing them or writing itself out of them via its technical publications. This potential means of circumventing obligations was anticipated early, in the SGATs, which state (in Section 2.3, with emphasis added):

> Unless otherwise specifically determined by the Commission, in cases of conflict between the SGAT and Qwest's Tariffs, ***PCAT***, methods and procedures, ***technical publications***, policies, ***product notifications*** or other ***Qwest documentation*** relating to Qwest's or CLEC's rights or obligations under this SGAT, then the rates, terms and conditions of this SGAT shall prevail. To the extent another document abridges or expands the rights or obligations of either

> Party under this Agreement, ***the rates, terms and conditions of this Agreement shall prevail***.

The Qwest-Eschelon ICAs also contain this language in Section 2.3 as do, for example, the ICAs of CLECs that have opted into the SGAT or the Qwest-Eschelon ICA. Qwest's CMP Document provides in Section 1.0 ("Introduction and Scope"): "In cases of conflict between the changes implemented through this CMP and any CLEC interconnection agreement (whether based on the Qwest SGAT or not), the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such interconnection agreement. In addition, if changes implemented through this CMP do not necessarily present a direct conflict with a CLEC interconnection agreement, but would abridge or expand the rights of a party to such agreement, the rates, terms and conditions of such interconnection agreement shall prevail as between Qwest and the CLEC party to such agreement." The body of the Eschelon ICAs (§12.1.6.1.4) also contain this language.

As discussed above, the Eschelon ICAs (§12.4.3.5) also require Qwest's technical publications to be consistent with industry standards. To the extent that Qwest's technical publications are inconsistent with industry standards, they should be revised. To the extent that Qwest's technical publications are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing

Qwest's statement in its Response that its "product" was developed using applications in its technical publications omits the fact that unbundled loops were supposed to be developed in accordance with the Act and the ICAs. This includes xDSL capable loops. Qwest states (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX), however, that: "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop." The long-standing obligation is so clearly set out in the SGATs, ICAs, and the law, however, that it is difficult to understand how Qwest could possibly make such a statement.

The various state SGATs; the Qwest-Eschelon Minnesota, Oregon, Utah, and Washington ICAs (as well as in closed language in the Arizona and Colorado ICAs which will become effective once approved) [the "Eschelon ICAs"]; other CLEC ICAs based on adoption of the SGAT or the Qwest-Eschelon ICA; and other CLEC ICAs that are based on the SGAT or Eschelon ICAs with modifications ***all contain the following provisions*** (with the same or substantially the same language):

> Section 4.0 (Definitions) states: "'Digital Subscriber Loop' or 'DSL' refers to a set of service-enhancing copper technologies that are designed to provide digital communications services over copper Loops either in addition to or instead of normal analog voice service, sometimes referred to herein as xDSL, including, but not limited to, the following: . . ."

The "following" long-standing list in the 4.0 definition of DSL includes ADSL, HDSL, HDSL2, IDSL or ISDN DSL, RADSL, SDSL, and VDSL and specifically states:

> "'HDSL' or 'High-Data Rate Digital Subscriber Line' is a synchronous baseband DSL technology operating over one or more copper pairs. HDSL can offer 784 Kbps circuits over a single copper pair, T1 service over 2 copper pairs, or future E1 service over 3 copper pairs.
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> 'HDSL2'" or "'High-Data Rate Digital Subscriber Line 2' is a synchronous baseband DSL technology operating over a single pair capable of transporting ***a bit rate of 1.544 Mbps***." (emphasis added)

The seven types of xDSL listed in these agreements do ***not*** include DS1 Capable Loop, which is separately defined. The definition states: "'Digital Signal Level 1' or 'DS1' means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing. There are 28 DS1s in a DS3." Regarding a "capable" loop, see Section 9.2.2.1.1 below. Under the SGATs and ICAs, CLECs are entitled to all unbundled loop types (including DS1 capable loops and xDSL capable loops), as shown below.

The term "xDSL-I" is not stated in the definition of DSL. The definition of DSL includes IDSL or ISDN DSL and also states that xDSL includes but is "not limited to" the seven types listed.

> The Eschelon ICAs in Section 4.0 state: "'Include' or 'including' means to have as part of a whole. The terms 'include' and 'including' mean 'includes but is not limited to' and 'without limitation,' regardless of whether one or both of these phrases is used, and regardless of whether the term 'include' or 'including' are capitalized."

Section 4.0 (Definitions) provides that "Unbundled Network Element" (UNE) is a Network Element that has been defined by the FCC or the Commission as a Network Element to which Qwest is obligated to provide unbundled access or for which unbundled access is provided under this Agreement.

> In the TRO (¶23), the FCC confirmed Qwest's long-standing obligation to unbundle both "high-capacity lines" and "xDSL-capable loops." The FCC specifically said (in TRO fn 661 to ¶215) that the term "xDSL" refers to digital subscriber line (DSL) "as a general technology" that is not limited to, but includes, specific types of DSL such as "HDSL (high-speed digital subscriber line)."

Section 9.1.2 contains general terms applicable to all unbundled loops (analog and digital) and requires Qwest to provide non-discriminatory access to Unbundled

Network Elements on rates, terms and conditions that are non-discriminatory, just and reasonable. In addition, Section 1.3 of the Eschelon ICAs provides: "Qwest shall provide such Interconnection, UNEs, Ancillary Services and telecommunications Services on rates, terms, and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of this Agreement and the requirements of the Act and state law and the rules and regulations promulgated thereunder."

> The FCC has found that CLECs are "impaired" without access to unbundled "xDSL-capable stand-alone copper loops." (TRO ¶642.) In other words, the FCC has already found that lack of access to unbundled xDSL capable loops "***poses a barrier or barriers to entry*** . . . that are likely to make entry into a market uneconomic" for a reasonably efficient competitor. (TRRO ¶22; emphasis added.)

Section 9.1.9 provides: "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. Network maintenance and modernization activities will result in UNE transmission parameters that are within transmission limits of the UNE ***ordered by CLEC***" (emphasis added). Although the language in the Eschelon ICAs approved to date varies somewhat, each one contains additional language in Section 9.1.9 confirming that a "minor" change does not ultimately adversely affect the customer's service and does not limit service to voice parameters. For example, in Minnesota, Section 9.1.9 of the Eschelon ICA (adopted by several other CLECs) states: "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" (emphasis added).

> Please review the testimony and arbitration orders relating to Issue 9-33 (Network Maintenance and Modernization) in the Qwest-Eschelon ICA Section 252 arbitrations. Minnesota Docket No. P-5340, 421/IC-06-768; Oregon Docket No. ARB 775; Utah Docket No. 07-2263-03; Arizona Docket No. T-03406A-06-0572; T-01051B-06-0572; Washington Docket UT-063061.

Section 9.2.2.1 also contains general terms applicable to all unbundled loops (analog and digital) and provides: "Qwest shall provide CLEC, on a non-discriminatory basis, Unbundled Loops of substantially the same quality as the Loop that Qwest uses to provide service to its own End User Customers. . . . Unbundled Loops shall be provisioned . . . with a minimum of service disruption."

Section 9.2.2.1.1 provides: "Use of the word 'capable' to describe Loops in Section 9.2 means that ***Qwest assures*** that the Loop meets the technical standards associated with the specified Network Channel/***Network Channel Interface***

codes, as contained in the relevant technical publications ***and industry standards***." (emphasis added)

> ILECs must "condition loops for the provision of digital subscriber line (xDSL) services." (TRO, p. 14, 2nd bullet; see also TRRO ¶12.) The local loop element that Qwest is required to unbundle includes "two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service." (TRO ¶249; see also UNE Remand Order ¶ 166; First Report and Order, ¶380.) The First Report and Order was released on August 8, 1996, the UNE Remand Order was released on November 5, 1999, and the TRO was released on August 21, 2003. In light of this long-standing obligation, Qwest cannot reasonably argue that it is not required to assign and provision, when requested, two and four-wire loops conditioned to transmit the digital signals needed to provide xDSL service (including HDSL and HDSL2 as defined in these contracts) to CLECs.
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> Qwest "shall test and report troubles for all the features, functions and capabilities of conditioned copper lines, and ***may not restrict its testing to voice transmission only***." [47 CFR §51.319(a)(1)(iii)(C); emphasis added.]

Section 9.2.2.1.2 provides: "Use of the word 'compatible' to describe Loops in Section 9.2 means the Unbundled Loop ***complies with*** technical parameters of the specified Network Channel/***Network Channel Interface*** codes as specified in the relevant technical publications ***and industry standards***. Qwest makes no assumptions as to the capabilities of CLEC's Central Office equipment or the Customer Premises Equipment." (emphasis added)

Section 9.2.2.3 provides ". . . Unbundled digital Loops are transmission paths capable of carrying specifically formatted and line coded digital signals. Unbundled digital Loops may be provided using a variety of transmission technologies including, but not limited to, metallic wire, metallic wire based Digital Loop Carrier, and fiber optic fed digital carrier systems. Qwest will provision digital Loops in a non-discriminatory manner, using the same facilities assignment processes that Qwest uses for itself to provide the requisite service. . . ." In fact, Qwest's own ICA negotiations template proposal, in Section 9.2.2.3, also states:

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

Section 9.2.2.9.1 provides: "Basic Installation. Basic Installation may be ordered for new or existing Unbundled Loops. Upon completion, Qwest will call CLEC to notify CLEC that the Qwest work has been completed." The basic installation option for loops is available to CLECs at commission-approved rates in most, if not all, Qwest states.

> Under "Spectrum Management" (Section 9.2.6), Section 9.2.6.1 provides: "Qwest will provide 2/4 Wire non-loaded Loops, ADSL compatible Loops, ISDN capable Loops, xDSL-I capable Loops, DS1 capable Loops and DS3 capable Loops (collectively referred to in this Section 9.2.6 as "xDSL Loops") in a non-discriminatory manner to permit CLEC to provide Advanced Services to its End User Customers. Such Loops are defined herein and are in compliance with FCC requirements and ***guidelines recommended by the Network Reliability and Interoperability Council (NRIC) to the FCC, such as guidelines set forth in T1-417***." Section 9.2.6.6 states: "When ordering xDSL Loops, CLEC will provide Qwest with appropriate information ***using NC/NCI codes*** to describe the Power Spectral Density Mask (PSD) for the type of technology CLEC will deploy. . . ." (emphasis added).
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> Section 12.1.6.1.4 of the Eschelon ICAs provides: "In cases of conflict between changes implemented through CMP and this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC. In addition, if changes implemented through CMP do not necessarily present a direct conflict with this Agreement, but would abridge or expand the rights of a Party to this Agreement, the rates, terms and conditions of this Agreement shall prevail as between Qwest and CLEC."
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> Regarding Maintenance and Repair, see also SGAT Section 12.3 and subparts and Eschelon ICAs Section 12.4 and subparts.
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> Section 12.4.3.5 of the Eschelon ICAs provides: "Qwest Maintenance and Repair and routine test parameters and levels will be in compliance with Qwest's Technical Publications, which will be consistent with Telcordia's General Requirement Standards for Network Elements, Operations, Administration, Maintenance and Reliability and/or the applicable ANSI standard."

Qwest's own negotiations template proposal and the Qwest-CLEC ICAs based on that template language contain many of these same provisions.

Other CLEC ICAs may not contain the same language but nonetheless require Qwest to provide unbundling as ordered by the FCC (which includes both "high-capacity lines" and "xDSL-capable loops," TRO ¶23). They also confirm Qwest's long-standing obligation to provide unbundled HDSL capable loops and specifically HDSL at a DS1-level signal (*i.e.*, not limited to voice grade parameters). For example, the Qwest-Integra ICAs in Arizona, Colorado, Idaho, Iowa, New Mexico in Section 3.20 contain the following definitions – *going back to the year 2000 through the present*:

> Section 3.20: "'HDSL' or 'High-Bit Rate Digital Subscriber Line' means a ***two-wire*** or four-wire transmission technology which typically transmits ***a DS1-level signal (or, higher level signals with certain technologies)***, using 2 Binary/1 Quartenary ('2B1Q)." (emphasis added)

> Section 3.48: "'xDSL' refers to a set of service enhancing copper technologies, including but not limited to Asymmetric Digital Subscriber Loop (ADSL), High Bit Rate, or Hybrid, Digital Subscriber Loop (HDSL) and Integrated Digital Subscriber Loop (IDSL), that are designed to provided digital communications services over copper Loops, either in addition to or instead of normal analog voice service. xDSL Loops means Loops that have been conditioned, if necessary and at the appropriate charge if any, by USWC to carry the appropriate xDSL signals."

In a June 5, 2008 email, Qwest (SVP Ken Beck) told Integra that "HDSL2 is a newer technology for provisioning DS1 Capable service on a two-wire facility. Previously, DS1 service could only be provisioned on a four-wire facility." The fact that the Qwest-Integra ICA definition of HDSL ***from the year 2000*** includes two-wire transmission technology transmitting a DS1 level signal shows that Qwest has had ample time to put in place processes for two-wire loops. In addition, the Qwest retail information in RPD (which is discussed below and which was withdrawn from CLEC availability as of April 29, 2006 per Qwest notice, see Ex. BJJ-44 in UT-063061) supports this conclusion.

Qwest needs to explain its statement that "Qwest disagrees with the claim that it has an obligation to provide an HDSL Capable Loop" (Qwest March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) specifically with respect to these provisions documenting Qwest's obligation to provide CLECs with xDSL capable loops, including HDSL, using both the NC and NCI codes.

NCI Codes

The second sentence of Qwest's Response refers specifically to the NCI codes. Whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. The Telcordia Common Language NC/NCI Dictionary provides the NCI codes to the industry, such as 02QB9.00A for ADSL, 02QB9.00H for HDSL, 02QB9.00E for HDSL2, etc. There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g.*, NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its denial of Integra's CMP Escalation re. CR PC020409-1EX that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct NC/NCI codes and Qwest will comply with those codes. It sheds no light on why Qwest then refuses to comply with the NCI code for xDSL Capable Loops, as it is required to do by the ICAs and industry standards.

Qwest states: "For Unbundled Loop LX-N Network Channel (NC) codes, the NCI codes are informational only." This statement, and the entire first paragraph of Qwest's Response, are just another way of saying that Qwest does not provision to the full NC/NCI codes but instead only takes the "NC" code into account (as discussed above and in Integra's CR). The SGATs and ICAs, however, require Qwest to comply with the full "NC/NCI codes" (plural). (See, e.g., §§ 9.2.2.1.1-9.2.2.1.2, quoted above.) They do not

use the term "NC" without "NCI," nor do they say that Qwest may comply with the NC code while ignoring the NCI code or treating it as informational.

Qwest goes on to say that Qwest's technical publication states that the NCI codes are informational only ("as stated in"). That is incorrect. Qwest's technical publication 77384 states on page 3-6 in Section 3.4.3 that the NCI codes are "informative to Qwest" and adds that the "customer specifies the NCIs to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit." Once informed of the customer's specifications, Qwest must take them into account. Specifically, Qwest's publication states on page 3-6 in Section 3.6 (with emphasis added) that an NCI code "tells a Qwest engineer and the circuit design system, of ***specific technical, customer requirements*** at a Network Interface." Per the ICAs, Qwest cannot ignore these customer requirements and must comply with them. In other words, Qwest must provide the product in the manner requested by CLEC.

The NCI codes "communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" because – unlike with a DS1 Capable Loop when Qwest provides the equipment on each end – for xDSL capable loops, CLECs provide that equipment at the customer premises and in the central office. Therefore, CLECs use the NCI code to communicate this information to Qwest.

When CLECs order DS1 Capable Loops, Qwest sometimes provisions the loops using HDSL2, though Qwest charges the DS1 Capable Loop rate. Integra does not contest that practice in its CR, because that is a different situation. In that situation, Integra expects to pay the DS1 Capable Loop rate because Integra ordered a DS1 Capable Loop (via NC/NCI codes specific to DS1 Capable Loop). Significantly, in that situation, Qwest provides the HDSL2 equipment (and performs the work associated with doing so). Therefore, what Qwest describes (in its Denial of Integra's Escalation of CR PC020409-1EX) as a "much more costly" process for DS1 Capable Loops is a process applicable when Qwest provides its own equipment, which Qwest maintains and, as needed, repairs and replaces. In contrast, the situation with xDSL capable loops is that the CLEC provides the equipment (*e.g.*, HDSL equipment) at both ends. By providing the equipment, the CLEC undertakes the maintenance, repair, and replacement of the equipment. As it is using its own equipment, the CLEC performs certain tasks for itself that it need not then pay Qwest to perform on its behalf. Similarly, the interval is and should be different because CLEC is performing this work for itself. Qwest needs to comply with the NCI codes to allow the process reflected in the ICAs and the industry standards to work as intended.

Qwest's insistence on cooperative testing in every case (discussed below) ignores this key distinction between the two distinct products available to CLECs: (1) DS1 Capable Loops, for which Qwest provides the equipment; and (2) xDSL Capable Loops, for which CLECs provide the equipment at both ends. This is particularly clear in Qwest's denial of Integra's CMP Escalation re. CR PC020409-1EX when Qwest states: "Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee the loop would support any services." The entire

ICA and industry regime of defining different types of xDSL (*e.g.*, HDSL2 at 1.544 Mbps) and assigning the types of loops unique NC/NCI codes (*e.g.*, NC code of LX-N with NCI code of 02QB9.00H and SEC code of NCI 02DU9.00H for HDSL) is designed to address this concern and ensure that Qwest can provide the type of loop requested by CLEC. The problem is that Qwest has not implemented it, even though these terms have been in the SGATs and ICAs for many years and Qwest's own technical publication 77384 recognizes that the industry NCI codes are designed "to communicate to QWEST the character of the signals the customer is connecting to the network at each end-point of the metallic circuit" and to tell "a Qwest engineer and the circuit design system, of specific technical, customer requirements." Qwest can provide the type of loop needed to meet those specific technical customer requirements, if it complies with the ICAs and the NC/NCI code requirements.

Loop Qualification Vis-à-Vis Facilities Assignment

Qwest concludes the first paragraph of its Response by stating: "The CLEC has responsibility to inspect the character of the facilities, e.g., gauge, length, etc. and determine that the facility is appropriate for their specific application." This is an interesting statement, given Qwest's position that CLECs cannot order a basic installation for an HDSL capable loop and retain responsibility for testing the loop, as described by Integra in its February 4, 2009 CMP comments on this CR and in its Escalation of CR PC020409-1EX. To the extent that Qwest is referring to loop qualification, the CLECs' responsibilities in that regard are already addressed in the SGATs and ICAs (see, *e.g.*, SGAT & Eschelon ICAs §9.2.2.8), and Integra's CR does not change those responsibilities. Integra uses the loop qualification tools, so it has already done the work to know which qualified facilities are identified as available when Integra submits its request.

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

Regarding the particular loop being delivered, Qwest's facilities assignment process does not select/assign the best (most qualified) loop available ***for the type of loop ordered*** by the CLEC. (See also Integra's CR PC020409-1EX and Integra's associated Escalation, which deal with a sub-set of the issues in this CR as to HDSL. Facilities assignment of all xDSL capable loops, including HDSL and HDSL2, are part of this CR.) Instead, it can just as easily assign a loop capable of only voice grade service to fill a CLEC request for a particular type of digital capable loop. In contrast, for Qwest retail, Qwest automatically assigns the best (most qualified) loop available for the type of loop ordered by Qwest retail. In the December 17, 2008 CMP meeting, Qwest (Jamal) told CLECs that, for Qwest retail, "Qwest HDSL2 goes through the CSA [Carrier Serving Area] guidelines." In other words, Qwest admits that Qwest assigns the appropriate facility for its own retail services. In contrast, for CLECs, Qwest said that its policy is that Qwest will only test and repair the loop to voice transmission parameters, because Qwest cannot differentiate a HDSL qualified non loaded loop from a voice grade loop using its current processes that ignore the NCI code for CLECs (notwithstanding its long-established legal obligations to make that distinction and to not restrict testing to voice transmission only). Since then, Qwest has confirmed (in its March 13, 2009 denial of Integra's CMP Escalation re. CR PC020409-1EX) that Qwest does not use CSA guidelines for CLEC xDSL capable loop orders, though it uses them for Qwest retail. The CSA guidelines relate to issues such as distances. Because xDSL capable loops are distance-sensitive products, distances are significant to delivering the appropriate loop. ANSI Standard T1-417 (cited in §9.2.6.1 above) states, on page 13 in Section 4.3.1.5, that "HDSL systems are designed to transport 784 kbps over Carrier Serving Area (CSA) distances on a single non-loaded twisted pair" and, in Section 4.3.1.6, that "HDSL2 is a second generation HDSL loop transmission system that is standardized. The system is designed to transport a 1.544 Mb/s payload on a single non-loaded twisted pair at CSA distances." Ironically, Qwest attempts to portray its failure to comply with the industry standard regarding CSA distances for CLECs as "advantageous to the CLECs" even though these products are distance-sensitive.

In Qwest's denial of Integra's Escalation re. CR PC020409-1EX, Qwest also admits that, even though the ICAs entitle CLECs to at least seven types of xDSL capable loops, Qwest's facility assignment process for CLECs is based on only one of those types (ADSL). Again, this reflects Qwest's failure to differentiate loop types based on the NCI code, even though Qwest is required to comply with the NCI code per the ICAs. Moreover, Qwest's choice of ADSL is significant, given that Qwest has grandparented ADSL for its own customers. When announcing the grandparenting of ADSL, Qwest pointed CLECs to its non-loaded loop product, even though Qwest will not comply with the HDSL NCI code to provide a non-loaded loop capable of carrying HDSL. (http://www.qwest.com/wholesale/cmp/archive/CR_PC121106-1.html) Worse yet, since then, Qwest notified CLECs that its loop qualification tool is unreliable for ADSL, which may not even be feasible at all (as discussed above).

As discussed above, in addition to its contractual obligations to unbundle xDSL capable loops and comply with the NC/NCI codes, Section 9.2.2.3 of the ICAs (as well as Qwest's own negotiations template proposal) requires Qwest to provision digital loops in

a nondiscriminatory manner. Qwest has admitted the processes are different. In addition, Qwest has not provided the information that Integra requested in its CR and in its Escalation re. CR PC020409-1EX regarding Qwest's retail facilities assignment process. To determine whether the processes are nondiscriminatory, however, Qwest needs to be forthcoming about its retail process.

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

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

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers.

Qwest's Withholding of CLEC's Existing ICA Right to Compliance with NC/NCI Standards Unless CLECs Forgo Existing ICA Right to Basic Installation

Despite all of the above, Qwest concludes erroneously in its Response that "Qwest is under no obligation to provide the product in the manner requested by CLEC" and it has "no obligation to provide Non-Loaded Loops in this manner." Qwest states:

> "Absent the CLEC community agreement to negotiate in good faith to perform cooperative testing, this request becomes economically not feasible for Qwest. Therefore, Qwest respectfully denies this request."

Qwest's reference to "good faith" appears to be an attempt to suggest that CLECs are not negotiating in good faith unless they capitulate to Qwest's demand for cooperative testing for xDSL capable loop installations. The suggestion is wrong and unfair. CLECs have taken the time to provide extensive information and citations to Qwest, much of which Qwest leaves unanswered in its Response. CLECs have expressed flexibility in how a solution is implemented, whereas Qwest has expressed a take-it-or-leave-it position on cooperative testing. CLECs already have long-established rights under their existing ICAs (quoted above) to both (1) basic installation for xDSL capable loop installations at Commission approved rates, and (2) access to xDSL capable loops in compliance with industry standards. Qwest is withholding services to which CLECs are entitled to force CLECs to give up their existing right to basic installations. This is not an ICA negotiation. Qwest is supposed to have implemented processes to effectuate these long-established ICA rights and, not having done so, needs to implement them now.

Ongoing Economic Consequences to CLECs

After dismissing without even acknowledging the many Integra-provided citations to the ICAs and FCC orders and rules as not obligating Qwest to provide the product in the manner requested by CLEC, Qwest states that the decision then "becomes one of economics." Requiring cooperative testing for every xDSL Capable Loop installation, however, would be an additional financial cost to CLECs, in addition to the adverse economic consequences that exist today because of Qwest's failure to comply to date.

As discussed above, Qwest withholds any potential willingness to proceed with implementation of the CR as a means to force CLECs into an unnecessary agreement "to perform cooperative testing." Cooperative testing comes later (at installation), however, and is separate from assignment of facilities (*e.g.*, a loop) ***before*** the loop is installed and tested. Improving the appropriateness of the loop assigned, so that it is of the type ordered by the CLEC as identified via the NC/NCI codes, will help ensure fewer problems when the testing stage is reached. In CMP, Qwest admitted that, for comparable types of service, Qwest does not perform or require its staff to perform the work it seeks to require CLECs to perform:

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

In other words, Qwest "does not do HDSL2 tests in the CO" for every installation for itself, but Qwest is attempting to force HDSL2 tests in the CO upon CLECs by requiring joint cooperative testing in the case of every loop installation. Qwest confirmed in its denial of Integra's Change Request (CR) #PC082808-1IGX that Qwest does not perform this testing for its own retail customers. Qwest hooks up the facility, and it "works or

doesn't work." When the loop is an xDSL Capable Loop, the CLEC is providing the equipment at both ends. Therefore, the CLEC should also be able to hook up its equipment, determine if it works or does not work, and proceed accordingly, just as Qwest does for itself and its customers.

Qwest's insistence that CLEC be present and cooperatively test when Qwest delivers the loop is an attempt by Qwest to dictate CLEC's use of its own resources. Qwest appears to wrongly assume that CLEC would be present at delivery anyway, which is incorrect. Though Integra hooks up its own equipment, Integra needs to control the timing of that activity to most efficiently use its own resources and, when necessary, to coordinate with others (*e.g.*, contractors, customers, vendors, etc.). Qwest's proposal would impose costs on CLECs associated with Qwest dictating the timing and use of CLEC's resources. In contrast, Integra's approach does not impose those costs on Qwest. Qwest delivers the loop, as Qwest is already compensated to do per the Commissions' approved rates for basic installation. As discussed below, if Qwest assigns a loop per the NCI codes, in most cases the loop should work as intended. Therefore, no joint testing or repair at installation is required except in the minority of situations (which the ICAs already address). If for some reason a CLEC desires to dictate timing and use of Qwest's resources, the CLEC may choose the cooperative testing installation "option" and then Qwest is compensated for use of those resources with the Commission approved rates for cooperative testing.

Qwest's proposal to impose cooperative testing upon CLECs for every installation is inefficient and creates unnecessary work, delay, and expense for CLECs. For example, if a CLEC that has 50 collocations throughout a city has ordered loops with the same due date for 3 installations in 3 unmanned collocations spread far apart in that city, Integra would need to dispatch technicians all over town that day to jointly test for problems, even though the loops may in fact work when delivered (***and should work, if Qwest assigns proper facilities in the first place***). In its denial of Integra's CMP Escalation re. CR PC020409-1EX, Qwest complains of unspecified "additional work relating to provisioning and dispatch." Qwest's cooperative testing proposal, however, would clearly impose additional work relating to provisioning and dispatch upon CLEC in every one of these cases. And, even without Qwest's cooperative testing proposal, Qwest's current practices already impose additional work on CLECs every time Qwest delivers a loop that is not capable of supporting the requested service. Qwest refuses to abide by its obligation to assign a loop per the NC/NCI codes and then seeks to address any problems that result from its own failure to respect the NCI code by requiring CLECs to engage in and pay for joint testing 100% of the time.

In contrast, Integra's position is much more efficient, because it isolates joint testing to those limited circumstances when joint testing is truly required. Per Integra's position, when Qwest assigns a loop capable of carrying data consistent with the law and industry guidelines (including NCI code), in most cases the loop should work as intended. Therefore, no joint testing is required. Even assuming the loop does not work upon delivery, CLEC will be able to perform tests once it hooks up its equipment (just as Qwest, for its retail customers, performs tests once it hooks up its equipment, see above).

Qwest's existing processes require CLEC to perform trouble isolation before reporting trouble to Qwest and to submit its test results with its trouble report. (See Qwest's ICA negotiations template Sections 12.3.3.5 & 12.3.4.) As with any other basic loop installation after which the loop does not work, the companies may agree on the cause of the problem and the solution. If the CLEC reports that its tests indicate, for example, that excessive bridged taps are interfering with its HDSL2 service and Qwest agrees, no joint meet is required. [This assumes that Qwest is not enforcing a policy in violation of 47 CFR §51.319(a)(1)(iii)(C) of testing only to voice grade parameters even when the CLEC informs Qwest that its service is supposed to be capable of carrying data.] Only in the sub-set of installations for which the loop does not work and the companies do not agree on trouble isolation may joint testing be required. This is a far more efficient and less costly than Qwest's proposal to require joint testing for 100% of installations.

Integra has a right to the installation option provisions in its ICAs, including basic installation. Qwest needs to ensure that, before delivering a loop, Qwest is first assigning a loop that meets the ICAs and industry standards for that type of loop. Qwest cannot cure its failure to appropriately assign a loop by shifting the burden to CLECs to perform work that would not be necessary if the assignment process worked as it should. Once it works as it should, there may be little or no need for cooperative/joint testing or repair, because the delivered loop will work as intended for the service ordered.

Qwest states that without tying implementation of the CR to its additional demand for cooperative testing in every case, CR implementation "economically not feasible for Qwest." Requiring cooperative testing for every installation, however, becomes a financial liability to CLECs and is not economically feasible (for the reasons discussed above). Qwest's proposal would impose unnecessary expenses and resource burdens on CLECs (such as those described in the example provided above involving unmanned collocations) that Qwest itself does not incur because it does not perform this type of testing itself, as discussed above. Integra asked Qwest about this aspect of Qwest's response in CMP, as reflected in the February 18, 2009 meeting minutes:

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

Qwest, however, is not shifting liability to repair by implementing the CR to allow Qwest's facility assignment system to assign a qualified facility capable of supporting the requested service (instead of, *e.g.*, erroneously assigning a voice grade loop when a

digital loop was requested). Repairs caused at installation by Qwest's erroneous facilities assignment would be minimized or eliminated. Qwest's comments are particularly frustrating because Qwest is incorrectly saying CLECs may do to Qwest what Qwest has in fact already done to CLECs. By ignoring the NCI code and assigning the wrong loop type, Qwest is currently creating liability ***for CLECs*** by forcing them into the repair process at the time of installation instead of properly assigning the correct loop type. When the wrong loop type is assigned, CLECs have to go through the repair process and then, if Qwest wrongly restricts testing to voice transmission only, also have to endure additional ordering and installation processes, including the added expense and delay associated with ordering a more expensive product. As discussed above, the liability that Qwest's faulty facilities assignment process imposes upon CLECs is the result of violation of Qwest's obligation to assign and provision xDSL capable loops in compliance with industry standards, including the NCI code. The consequences of that conduct belong with Qwest, not CLECs.

Qwest's tying of cooperative testing to moving forward at all with this CR also ignores the significant repair and network maintenance and modernization aspects of the CR. (See, e.g., the May 2008 repair example in the CR.) Existing customers are already on the service, so the issue of which installation option (*e.g.*, basic or cooperative testing) was used back when the circuit was delivered is irrelevant for these customers. If Qwest modifies its network and impacts these customers, Qwest must restore their service to the previous data levels. (See, e.g., ICA §9.1.9; Qwest-Eschelon arbitration issue 9-33.) Qwest shall not (contrary to current practice) restrict testing to voice parameters. [See 47 CFR §51.319(a)(1)(iii)(C).]

- Business need and impact

Qwest admits that it complies only with the "NC" code and not the "NCI code." Qwest also admits its processes/systems currently do not assign a facility capable of supporting the type of xDSL service requested by a CLEC. Assigning a facility capable of supporting the requested service, however, would reduce problems at installation and reduce the number of needed repairs to make the service work as intended. Qwest also admits that it is seeking to impose upon CLECs testing that it does not perform for itself and its customers. CLECs' rights under the ICAs and the law are clear and long-standing. Integra has been raising this critical business issue with Qwest since at least the Fall of 2007. Qwest's current practices impose unnecessary expenses, delays, and uncertainties upon Integra and other CLECs. A solution is long overdue. A key CLEC business need is for Qwest to implement the CR without delay to correct these problems.

Regarding the significant impact upon CLECs, competition, and end user customers, see the discussion above.

- Desired CLEC resolution

Qwest will reverse the denied status of Integra's CR. Contrary to Qwest's claim in its denial of Integra's CR PC082808-1IGX that Integra is seeking "a guarantee that every

xDSL loop can carry HDSL" and asking Qwest to "provide xDSL loops that are able to transmit each of those types of digital signals," Integra is simply asking that Qwest provide a loop that will actually support the service ordered by the CLEC, which can be accomplished by complying with the NC and NCI codes. Using those codes appropriately, the loop will not have to support every type of digital signal but only the one requested by the CLEC. As illustrated by the above example in which a pizza with no onions was requested by a customer with an onion allergy but a pizza with onions was delivered, customers – including CLEC customers of Qwest's – need to receive the product ordered and are harmed when the wrong product is delivered. The ICAs and industry standards already have a regime in place for CLECs to identify and Qwest to provision the particular type of loop ordered by CLEC by using the NC/NCI codes. If Qwest's current processes (including its technical publications) do not allow a CLEC to order a product (e.g., HDSL2) in the manner the product is defined as indicated by the full NC/NCI code, then Qwest's processes are out of compliance and need to be brought into compliance. To the extent that Qwest's processes (including technical publications) are inconsistent with industry standards, they should be revised. To the extent that Qwest's processes (including technical publications) are inconsistent with the ICAs, the ICAs control and Qwest must have processes available to CLECs to effectuate those ICA rights.

Regardless of whether the mechanism for complying with the full NC/NCI codes is implementation of a USOC, a FID, or some other process (manual or electronic), ample evidence exists that Qwest can and has assigned and provided HDSL2 technology over a 2-wire facility for itself and its customers. Integra's CR focuses on achieving the desired result (providing the product requested by the CLEC), not a particular manner of implementation. For example, because Qwest has denied Integra's request for implementation of a USOC, then Qwest needs to implement another solution(s) to address these problems. Qwest should reverse its denial of this CR and work collaboratively and quickly toward that goal.

March 23, 2009

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TO:Kim Isaacs

Announcement Date:	**March 23, 2009**
Effective Date:	**Immediately**
Notification Number:	**CMPR.03.23.09.F.06194.CMP_Escalation_45**
Notification Category:	***Change Management Notification***
Target Audience:	**CLECs, Resellers**
Subject:	**CMP - Escalation Notification #45-Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied**
Associated CR # or System Name and Number:	**Integra CR # PC082808-1IGX**

This notification is to inform the customer community that an escalation has been received on the following issue:
Integra and affiliates ("Integra") Escalation PC082808-1IGX Denied.
The full content of the Escalation #45 has been posted to the Qwest CMP web site at: http://www.qwest.com/wholesale/cmp/escalations.html.
Pursuant to Section 14.2 of the Qwest Wholesale Change Management Process Document, http://www.qwest.com/wholesale/cmp/whatiscmp.html:

> Any other CLEC wishing to participate in the escalation may do so by selecting the participate button adjacent to the escalation on the CMP Escalation Web site, *http://www.qwest.com/wholesale/cmp/escalations.html*, within one (1) business day of the mail out. Alternately, a CLEC may participate by sending an e-mail to *cmpesc@qwest.com* within one business day of the Qwest notification. The subject line of the e-mail must include the title of the escalated issue followed by "ESCALATION PARTICIPATION."

If you wish to participate in this escalation, you have until the end of the business day on March 24, 2009. Go to the Qwest CMP Escalations web site at: http://www.qwest.com/wholesale/cmp/escalations.html and click on the participate button adjacent to **Escalation #45 PC082808-1IGX Denied** or e-mail your participation to cmpesc@qwest.com.
Questions may be directed to Susan Lorence on 402 422-4999 or email at Susan.Lorence@qwest.com.

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

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

Please contact me with any questions.

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

Escalation #45 Regarding Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

March 27, 2009

Bonnie Johnson
Integra Telecom

Subject: Integra and affiliates ("Integra") Escalation PC082808-1IGXES Denied

This letter is Qwest's binding response to your March 20, 2009 escalation regarding PC082808-1IGXES. Qwest has reviewed the formal escalation and Qwest maintains its position that the denial was not inappropriate.

Integra and its affiliated entities ("Integra") escalated Qwest's March 13, 2009 denial of Integra's Change Request (CR) #PC082808-1IGXES, entitled "Design, Provision, **Test** (emphasis added) and Repair Unbundled Loops to the Requirements requested by CLEC, including NCI/SECNCI Code Industry Standards" [Integra's "Provision Loops Per Request CR"].

Qwest does not have an obligation to guarantee that every xDSL loop can carry HDSL, which is what CLECs seek in this Change Request. The FCC has ordered that ILECs provide loops that are "conditioned to transmit the digital signals needed to provide services such as ISDN, ADSL, HDSL, and DS1-level signals." First Report and Order, paragraph 380. The FCC did not in the First Report and Order, UNE Remand Order, TRO or TRRO require that ILECs provide xDSL loops that are able to transmit each of those types of digital signals. Thus, some but not all xDSL loops are able to transmit HDSL. Similarly, not every xDSL loop can transmit a DS1-level signal, even though some can. In its ICAs, Qwest does not promise any particular signal, such as HDSL or DS1-level signals, will be supported by every xDSL loop. Rather the ICAs, such as the Oregon ICA Attachment 3, Section 2.1, say that the loops can be used for a variety of services, but do not guarantee that any particular loop can be used for every service listed in that section of the ICA. Qwest has made available to CLECs several tools through IMA that may be helpful in

determining the capability of a particular loop. One of these tools is the Raw Loop Data tool which depicts the composition of the loop e.g., gauge, length, etc.

As required per the CMP document, Qwest attempted to work collaboratively with the CLEC community by holding clarification calls, Ad Hoc meetings, and discussion in the monthly CMP meeting to review this Integra Change Request. The purpose of these meetings was to clarify all aspects of the CR and determine appropriate deliverables. After multiple attempts to move forward via CMP with a complete solution that includes cooperative testing, Integra specifically was not receptive. Qwest did not deviate from the CMP requirements.

In regard to Integra's claim that the Qwest is non-responsive and the written denial inadequate, Qwest believes the discussion in the CMP meetings and the related meeting minutes adequately covered the topics requested and answered the Integra questions. However, if the issue as brought forth by Integra was specific to ICA language, this is not appropriate to be responded to in a CMP forum.

Qwest disagrees with the claim of discrimination in how it assigns facilities for the Unbundled Loop services vs. its own Retail Services. Qwest does not discriminate in the provisioning process. If a CLEC requests a non-loaded loop, Qwest uses the same loop selection process as it uses for its own retail product that require a non-loaded loop. The only difference is that Qwest imposes a loop length requirement on its own retail ADSL product for instance, when selecting the loop, but at CLEC request, Qwest does not impose the loop length requirement on a CLEC request for a non-loaded loop. By contrast, the design process for Qwest's DS1 service is quite different. It is a designed service for which the engineer designs the end-to-end service taking into consideration any added cable in the Central Office and at the Customer Premises as well as the type of equipment to be used. The assignment of the loop facility to the DS-1 service uses the same assignment process as that used for the CLECs. This product is more costly than a non-loaded loop or an ADSL capable loop. CLECs may get this same manual design process by ordering Qwest's unbundled DS1 Loop product, which has a longer interval, and costs more than the xDSL capable loop product. Thus, Qwest provides the CLEC customers with an equivalent product as it does for its own DS1 provisioning processes. This product is called DS-1 Loops. As the CLEC community would attest to, this Product has the same NC and NCI/SecNCI Codes that Qwest offers it retail customers. The CLEC community can verify the NC NCI combinations that are available at both Technical Publication 77384 "Interconnection Unbundled Loops" and Technical Publication 77374 "1.544 Mbit/s Channel Interfaces".

As part of the Qwest overall response to this CR, Qwest has proposed inclusion of Cooperative Testing as requested in the original CR. Qwest has engaged in discussions with the CLECs for several months on different aspects of Cooperative Testing. Absent agreement by the CLECs to participate in Cooperative Testing, the implementation of this CR becomes a financial liability to Qwest for the following reasons:

- Cost of equipping and training the technicians to perform additional testing. Qwest does not perform this function for its own retail DS-1 provisioning processes.
- Cost of repeat dispatches on Repair because of turn-up without testing. Without testing the end-to-end service provided on the loop as it does for its own retail DS-1 customers, Qwest can not guarantee that the loop would support any services.
- Increased headcount to perform additional work related to provisioning and dispatch.

Therefore, this CR continues to be denied on the basis that absent the obligation to provide an HDSL Capable Loop, and absent the CLEC community agreement to perform Cooperative Testing, the implementation of this product becomes a financial liability to Qwest and is economically not feasible.

Dildine Lybarger
Qwest Wholesale
Director Program/Project Mgmt

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

I am attaching Integra's position statement.

Bonnie J. Johnson | Director Carrier Relations
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Escalation #45 Re. CR # PC082808-1IGXES – Position of Integra and its Affiliates

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

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

incorporates by reference into this Position Statement its Escalation #45, as well as Escalation #44 relating to its CR PC020409-1EX ("Integra's Facilities Assignment USOC CR").

Cooperative Testing Myth

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

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

NCI Codes

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

There is a separate chart of NC/NCI codes in the Dictionary for DS1 Capable Loops (*e.g*., NC HC and NCI 04QB9.11 04DU9.BN). Qwest asserts in its Binding Response that the NC/NCI codes for DS1 Capable Loops are the same for CLEC and Qwest retail orders. That just means that, if a CLEC desires a DS1 Capable Loop, it should use the correct

NC/NCI codes and Qwest will comply with those codes. (See Escalation #45, p. 12.) It does not address why Qwest has implemented NCI codes for DS1 capable loops but not, for example, HDSL2 (another product long available to CLECs under ICAs and SGATs). Qwest relies upon its technical publication 77384, which provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. (See Escalation #45, p. 4.) Its technical publication does not state, as suggested by Qwest's argument, that Qwest only needs to comply with ANSI standards for HDSL compatible loop if it complies with them for its retail customers.

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

Any inefficiencies or need for additional repairs (and associated dispatch or headcount) is caused by Qwest's flawed policies, processes, and products that Qwest has chosen to design in a manner that ignore industry standards regarding NCI codes. By using NCI codes appropriately and fixing Qwest's facility assignment system, unnecessary repairs, which are caused by Qwest, would be minimized or eliminated. (See, *e.g.*, Escalation #45, pp. 19-20.) Qwest needs to modify its documentation, policies, processes, and products to bring them into compliance with industry standards and the law. Qwest's non-compliance with industry standards is particularly problematic given that Qwest's own documentation, while internally inconsistent, at least recognizes that there are industry standards for both NC and NCI codes and sometimes acknowledges the purpose of those standards. For example, Qwest's documentation states:

> "NC/NCI (Network Channel/Network Channel Interface Codes ***are used to determine the specifications of the facility*** you are ***ordering***. ***Each unique combination sends a different set of instructions to Qwest technicians***." (See Qwest Unbundled Loop PCAT, under the heading "Facility Specification" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop.html)
>
> "This unbundled offering is a metallic, wire cable pair with no Load Coils, and some limited length of Bridged Taps, ***depending on the Network***

> ***Channel/Network Channel Interface (NC/NCI™) codes specified by you***." (See Qwest 2-Wire or 4-Wire Non-Loaded Unbundled Loop PCAT, under the heading "Product Description" (emphasis added) at http://www.qwest.com/wholesale/pcat/unloop24wirenonload.html)
>
> "Some services may require Qwest to condition facilities, i.e. Load Coils and Interfering Bridged Tap Removal, in order to provision the type of service you requested. (Interfering Bridged Tap is any amount of Bridged Tap that would cause loss at the end-user location to exceed the amount of loss allowable ***by the ANSI Standards***). . . . Qwest will remove Load Coils and/or interfering Bridged Tap for ***2-Wire*** and 4-Wire ***Non-Loaded Loops***, ADSL Compatible Loops, ISDN BRI Capable Loops and xDSL-I Capable Loops. Interfering Bridged Tap that doesn't interfere with the services ***specified in the NC/NCI code combination*** will not be removed." Qwest document available by download via a link on Qwest Unbundled Loop PCAT, under the heading "Unbundled Local Loop Conditioning" (emphasis added) at http://www.qwest.com/wholesale/downloads/2005/050314/UnbundledLocalLoop-Line_Conditioning_3-14-05.doc
>
> See also discussion of Qwest technical publication, Escalation #45, pp. 12-13.

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

Introduction to Next Sections

Regarding the process that CLECs use today to obtain xDSL capable loops (per which Integra, *e.g.*, already places the NC/NCI codes on orders, to the extent Qwest recognizes the industry codes), there are two primary flaws in Qwest's processes that Qwest needs to address, neither of which requires cooperative testing for every installation to resolve: (1) Qwest policy of restricting testing to voice transmission levels and conducting repairs without regard to the industry NCI codes; and (2) facilities assignment without regard to industry NCI codes. A simple request to receive the product ordered does not equate to an unreasonable request for an impossible guarantee, as Qwest claims. Qwest's Binding Response is particularly non-responsive regarding significant aspects of these issues raised by Integra in its escalation.

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

Integra continues to ask that Qwest modify its policy and train its personnel so that, when Qwest's existing/normal maintenance and repair procedures are used, Qwest does not restrict repair activity that requires testing if any (immediately after installation or later) to testing at voice analog transmission levels. Instead, Qwest will use the appropriate

testing parameters for that loop type (consistent with its obligation to comply with industry standards). Because CLECs may (and Integra already does) indicate the type of loop (*e.g.*, HDSL2) in the existing remarks field when submitting a trouble report, Qwest repair personnel have that information available to them at the time of the repair (even if Qwest has not implemented, and until Qwest implements, appropriate use of industry NCI codes). When working service is disrupted after a Qwest maintenance event, for example, Qwest will restore the service so it once again works at an acceptable level within industry standards for that loop type (consistent with industry NC and NCI codes).

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

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

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

Qwest Facilities Assignment for CLECs Without Regard to Industry NCI Codes

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

documentation in Qwest's Resale Product Database (RPD), which states, about T-1 level service delivered using HDSL2 technology:

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

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

Qwest's statement also demonstrates the usefulness of the NCI codes, which Qwest complies with for retail DS1 service (Qwest Binding Response, ¶6, p. 2) but does not comply with for xDSL capable loops (see below). Although Qwest refers to only its retail DS1 service (and presumably DS1 capable loops) as a "DS1 service" (*id*.), which is also sometimes referred to as "T1" service, HDSL/HDSL2 capable loops also must be capable of carrying DS1 or T1 level services. (See, *e.g*., Qwest-Integra & Eschelon Minnesota ICAs, §4.0, HDSL2.) Qwest admits, however, that it has built its Qwest documentation for unbundled 2 wire non-loaded loops so there is not even any expectation that it will meet these digital levels:

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

In CMP, Qwest said that implementing a Universal Service Ordering Code (USOC) (*i.e*., a non-testing solution) would improve its facilities assignment process for HDSL but has since refused to take this step toward correcting its facilities assignment process. If Qwest's statements in CMP were valid, implementing the USOC for HDSL now would not only improve its process but also provide additional information, experience, and learning that could then be applied when addressing the issues as to other products. Given that Qwest had said during the January 21, 2009 monthly CMP call that it could

complete the USOC implementation by mid-April of 2009, it would be a relatively minimal effort on Qwest's part to implement the USOC to demonstrate that Qwest is willing to work with CLECs to attempt to start addressing these serious operational issues. Nonetheless, Qwest has refused to proceed with that step. This is true, even though Qwest admits it does not comply with the NCI codes, and that its failure to use the NCI codes is a cause of problems described by Integra:

> "[I]f Qwest rearranges facilities in the field, we will maintain the class of service that was ordered and maintained in Qwest inventory records, i.e. LX-N 2 Wire Non-Loaded Loop.[*] This might explain why Integra may have had a particular circuit working as an 'HDSL2' circuit in the past that no longer works today, and Qwest is testing the circuit as 'good to the demark' at 1000 HZ." See Qwest's RVP June 5, 2008 email to Integra.
>
> > *As indicated above and in Escalation #45, p. 12, whereas the "N" in the NC code LX-N indicates for example that the loop is non-loaded, the NCI code specifies which type of xDSL service the non-loaded loop needs to be capable of carrying. Therefore, this is an admission by Qwest that it does not provision or maintain the type of service ordered using the NCI code, though required by industry standards and many contracts to do so.
>
> Similarly, Qwest admits in its CMP Denial of the CR that, for "Unbundled Loop LX-N Network Channel (NC) codes," Qwest treats the NCI codes as "informational only." [This is inconsistent with its own technical publication, as well as industry standards. See Escalation #45, pp. 12-13.]

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

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

In the extreme sense that Qwest is currently using the term "guarantee," Qwest does not "guarantee" that a voice-grade analog loop will work either. Rather, Qwest must provision the loop to the applicable standards. (If the loop then does not work even

though it should, the loop is repaired or replaced.) Here, Integra is asking for the same thing (provisioning the products ordered to the applicable standards), and the products happen to be types of xDSL capable loops. Regarding facilities assignment, Integra is asking for a chance – the same chance Qwest provides to itself and its retail customers – to be assigned the best (most qualified) loop available for the type of facility ordered by CLEC.

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

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

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

Qwest Non-Responsiveness Generally

In its Binding Response, Qwest once again fails to respond to specific points raised by Integra. On page 3 of Escalation #45, Integra said: "In the discussions and written materials related to Integra's Change Request, Integra provided detailed information,

including citations to the law, Statements of Generally Available Terms ("SGATs"), and ICAs, to Qwest. Qwest's brief Response is particularly non-responsive and inadequate. It becomes clear, upon reading it, that Qwest does not reply to a single one of these citations (and provides none of its own) because Qwest has no legitimate basis for its position." Qwest's Binding Response confirms that Qwest has no legitimate basis for its position.

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

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

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

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

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

Integra went on to provide detailed citations to SGATs, ICA, the law, and even Qwest's own template ICA negotiations proposal. (See "Qwest's Obligation to Provide xDSL Capable Loops is Clear and Long-Standing," Escalation #45, pp. 7-11.) Despite Qwest

sending Integra to CMP for resolution and despite Qwest's own reliance on a legal position for its approach, Qwest does not discuss each (or virtually any) of these citations in its Binding Response.

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

In its Binding Response, ¶5, Qwest also states: "Qwest did not deviate from CMP requirements." To the contrary, the CMP Document specifically provides that the ICAs control over CMP. (Escalation #45, pp. 6-7.) This provision was placed in the CMP Document specifically to ensure that Qwest did not try to impact CLEC ICAs in a forum primarily used by operational personnel. (See, *e.g.*, Transcript of 271 CMP Workshop Number 6, Colorado Public Utilities Commission Docket Number 97I-198T (Aug. 22, 2001), pp. 291-292.) In the case of this CR, however, Qwest has admitted it is specifically proposing to impact ICAs and therefore its CMP proposal to operational personnel will require amendment of CLEC ICAs. The January 21, 2009 CMP meeting minutes, for example, state that Qwest said "joint cooperative testing is a critical component for the success of this effort. Bob [Qwest] said between now and April we will make the necessary changes to the . . . Contract language." Qwest's approach, for example, would require removal from ICAs of the basic installation option at Commission-approved rates for xDSL capable loops over Integra's objections. In Arizona docket number T-03406A-06-0257, T-01051B-06-0257 (ACC Decision No. 70557, p. 26), the Commission said: "Qwest is hereby put on notice that in the future, the Commission could fine Qwest for using CMP to change Commission approved rates." That, however, is one of the inevitable effects of Qwest's approach. In addition to being inconsistent with the Arizona Commission's decision, it is also inconsistent with Qwest's admitted position that rates and the application of rates are outside the scope of CMP.

Qwest Non-Responsiveness and Network Maintenance and Modernization

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

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

Qwest Non-Responsiveness and Loop Qualification

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

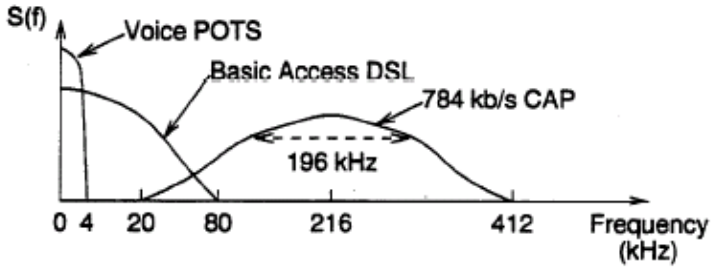
Qwest Non-Responsiveness and Industry Standards

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

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

Qwest's Technical Publication 77384 (upon which Qwest relies in its March 13, 2009 Denial) provides on page 1-1 that an HDSL compatible loop conforms to the industry standard ANSI T1E1, Technical Report Number 28. That ANSI report states (with

emphasis added) on page 1 that "this document is aimed only at high-bit-rate digital subscriber line (HDSL) systems that transport bi-directional ***digital*** signals at the nominal rate of ***1.544Mb/s***," and, in Section 2.1 on page 2, that a nominal rate of 1.544Mb/s is "***called Digital Signal 1 (DS1)***." Regarding routine test parameters and levels, see the following chart, from Figure 6 on p. 37 (PDF p. 44) of ***ANSI*** T1E1, Technical Report Number 28 (cited in Qwest's technical publication):



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

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

The ***ANSI*** Standard T1.418 Performance Testing Section states (on p. 86): "This section specifies performance tests for HDSL2 equipment. These out-of-service tests verify the performance of HDSL2 in impaired environments." It proceeds to discuss measuring the insertion loss. On page 89, it indicates that insertion loss should be measured from a 20 kHz to 500 kHz range, which includes a measure at 196 kHz. Note the frequency line on the above Figure that goes from 20 kHz to 412 kHz and the reference above that line to "196 kHz." ANSI Standard T1-417 (cited in Qwest technical publication 77384, p. 1-1), in footnote 9 on page 24, identifies ANSI T1.418 as the standard "for HDSL2 performance requirements."

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

Regarding NCI codes, Qwest in its Binding Response fails to address Integra's discussion of the purpose of NCI codes found in Qwest's own technical publication, as well as the differences between DS1 capable loops (when Qwest provides the equipment on both ends) versus xDSL capable loops (when CLEC provides the equipment on both ends).

See "NCI Codes" (Escalation #45, pp. 12-13). Qwest simply ignores these issues in its Binding Response.

Qwest Non-Responsiveness and Vendor Requirements

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

> Because Qwest relies on the NC code but not the NCI code for CLEC orders, when a CLEC orders an HDSL2 loop using the NC/NCI code for HDSL2, the loop Qwest delivers may have no load coils (per the NC code) but, when tested at 196 kHz consistent with the above ANSI industry standard, it will not pass traffic at a rate of 1.544 Mbps (per the NCI code). Vendors, however, require use of the industry standard. One vendor – which Qwest itself uses for HDSL – is Adtran. Adtran's publicly available vendor documentation confirms that Adtran uses the 196 kHz test for HDSL: "The practice of using insertion loss (at 196 kHz) for loop qualification has continued throughout recent history for 2B1Q HDSL. Due to its ease of measurement, insertion loss is commonly used to characterize the loss of a loop and is usually taken at the Nyquist frequency (½ baud rate)." See http://www.adtran.com/adtranpx/Doc/0/K45854GQTRJ4D4FIH6AG6PN92D/61221HDSLL1-10C.pdf

Qwest Singling Out Integra

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

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

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

hook up and test, just as Qwest said it hooks up and tests for itself. (See Escalation #45, p. 17.)

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

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