

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

Docket No. 03M-078T

**IN THE MATTER OF THE FILING OF QWEST CORPORATION'S STATEMENT OF
GENERALLY AVAILABLE TERMS AND CONDITIONS**

Docket No. 02M-259T

**IN THE MATTER OF QWEST CORPORATION'S COLORADO PERFORMANCE
ASSURANCE PLAN**

Qwest Corporation ("Qwest"), MCI, Inc. ("MCI"), Eschelon Telecom, Inc. ("Eschelon"), DIECA Communications, Inc., d/b/a Covad Communications Company ("Covad"), and AT&T Communications of the Mountain States, Inc. ("AT&T"), (collectively, the "Stipulating Parties") submit the following revised Stipulation in accord with Decision No. C04-1220.

The Stipulating Parties have agreed and respectfully recommend that the Colorado Public Utilities Commission ("CPUC" or "Commission") issue an Order approving the following changes to the Colorado Performance Assurance Plan ("CPAP"). Each Stipulating Party has agreed to compromise its positions, including legal positions, with the goal of achieving an overall resolution that is fair and in the public interest. The Stipulating Parties, at arms' length and with full knowledge of the facts, recommend that this Stipulation be approved by the Commission as it is consistent with the Federal Telecommunications Act of 1996 ("the Act") and this Commission's prior orders regarding the Qwest Colorado Performance Assurance Plan ("CPAP").

For purposes of this Stipulation, Qwest will implement the terms of this Stipulation upon an oral ruling from the Commission accepting the Stipulation and the changes to the CPAP set forth in this Stipulation.

If the Commission does not adopt the proposal in this Stipulation in whole or in part, the Stipulating Parties reserve their rights to take positions on issues in future proceedings that may be contrary to this Stipulation. Nothing in this Stipulation may be used as precedent or an admission against interest by any Stipulating Party against any other Stipulating Party in any future proceeding.

For Colorado, the Parties stipulate as follows:

1. Line Splitting: Apply the Qwest DSL standard to OP-5A as a separate disaggregation in the CPAP. Parties agree that PAP provisions will apply beginning with September, 2004 data, subject to the adoption date of the Commission's order approving this agreement being on or before December 10, 2004. If the adoption date of the Commission's order is after December 10, 2004 but by January 10, 2005, the beginning month of the CPAP applicability will be October 2004. If the adoption date is later, the beginning data month will be similarly adjusted (including re-running two prior months of performance results), month by month.¹
2. Loop Splitting: No CPAP changes are required. However, CLECs and Qwest agree that performance reporting will begin, on a diagnostic basis, at the time CLECs order loop splitting, in any quantity, for three consecutive months as reflected in Exhibit B.
3. x-DSL-I: Include x-DSL I loops in the OP and MR measurements of the CPAP as follows: 90% for OP-3; 6 business days for OP-4; parity with Qwest DSL for OP-5A; parity with Qwest DSL with dispatch for OP-6; parity with Qwest IDSL for the MR-3,

¹ Section 13.0 of the CPAP will not apply to any re-run that is necessary to effectuate this agreement.

MR-6, MR-7, and MR-8. These new standards apply beginning with September, 2004 data, subject to the adoption date of the Commission's order approving this agreement being on or before December 10, 2004. If the adoption date of the Commission's order is after December 10, 2004 but by January 10, 2005, the beginning month of the CPAP applicability will be October 2004. If the adoption date is later, the beginning data month will be similarly adjusted, month by month.²

4. Publishing Aggregate Payments: No CPAP changes are required. Qwest and the CLECs agree that Qwest will continue to publish on its website for Colorado the payment report by major PID category that Qwest currently files with the CPUC. Additionally, Qwest, beginning with September 2004 performance, will also make available a report similar to that which it provides individual CLECs in Tab 2 of the CLEC payment report showing CPAP payments at the PID/Product submeasure level, and will total the payments for the state for each submeasure and/or product.³ For example, Qwest will still report aggregate CPAP payments by measure (e.g., MR-8) and will now also publish aggregate CPAP payments at the submeasure level (e.g., MR-8 for DS-1 capable loops). This report will be available to CLECs beginning with the November PAP payment report.⁴
5. Low Volume Exception for Line Splitting: No CPAP change required. No Low Volume Exception will be allowed for Line Splitting in OP-3.

² *Ibid.*

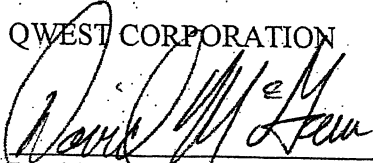
³ Parties acknowledge that CLECs have requested Aggregate Payment Reports and that posting them on Qwest's website is intended to meet the CLECs' needs.

⁴ The November PAP Payment Reports provide payment information for September results appearing on the October PAP Performance Reports.

This Stipulation may be executed in counterparts. If and when this Stipulation is approved and adopted by the CPUC through approval of the amended CPAP, these changes will amend the agreements of all CLECs that have adopted or elected Exhibit K.

So have we all stipulated.

QWEST CORPORATION



David McGann
Counsel for Qwest Corporation
1005 17th Street, Suite 200
Denver, CO 80202

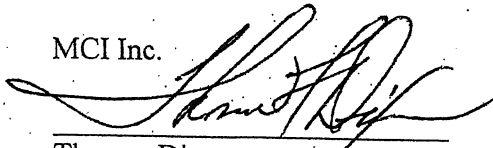
Dated 11/12/04

ESCHELON Telecom, Inc.

Dated _____

Karen L. Clauson
Counsel for Eschelon
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

MCI Inc.



Thomas Dixon
Counsel for MCI
707 17th Street, Suite 3900
Denver, CO 80202

Dated 11/10/04

Covad

Dated _____

Karen Shoresman Frame
Counsel for Covad
7901 Lowry Blvd.
Denver, CO 80230

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David McGann
Counsel for Qwest Corporation
1005 17th Street, Suite 200
Denver, CO 80202

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ESCHELON Telecom, Inc.

Karen L. Clauson

Karen L. Clauson
Counsel for Eschelon
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

Dated Nov. 10, 2007

MCI Inc.

Thomas Dixon
Counsel for MCI
707 17th Street, Suite 3900
Denver, CO 80202

Dated _____

Covad

Karen Shoresman Frame
Counsel for Covad
7901 Lowry Blvd.
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David McGann
Counsel for Qwest Corporation
1005 17th Street, Suite 200
Denver, CO 80202

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ESCHELON Telecom, Inc.

Karen L. Clauson
Counsel for Eschelon
730 Second Avenue South, Suite 1200
Minneapolis, MN 55402

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MCI Inc.

Thomas Dixon
Counsel for MCI
707 17th Street, Suite 3900
Denver, CO 80202

Dated _____

Covad

Karen S. Frame

Karen Shoresman Frame
Counsel for Covad
7901 Lowry Blvd.
Denver, CO 80230

Dated 11-10-04

AT&T

Letty S.D. Friesen / *P. Young*

Letty S.D. Friesen
Counsel for AT&T
1875 Lawrence Street, Suite 1575
Denver, CO 80202

Dated 11-12-04