

BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
WASHINGTON, D.C. 20554

**In the Matter of** )  
)  
**Application by Qwest Communications** )  
**International, Inc., for Provision of In-** )  
**Region, InterLATA Services in the** ) **WC Docket No. 02-314**  
**States of Colorado, Idaho, Iowa,** )  
**Montana, Nebraska, North Dakota,** )  
**Utah, Washington, and Wyoming.** )

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ADDENDUM TO REPLY COMMENTS  
OF THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

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Raymond L. Gifford  
Chairman

Polly Page  
Commissioner

Jim Dyer  
Commissioner

Public Utilities Commission  
State of Colorado  
1580 Logan Street, OL2  
Denver, CO 80203  
(303) 894-2000  
puc@dora.state.co.us

DATED: October 28, 2002

On October 25, 2002, the Colorado Public Utilities Commission (COPUC) filed its reply comments in this proceeding. At the time the reply comments were filed we had not yet issued our *Order Opening Docket and Setting Procedural Schedule* in the investigation docket addressing the unfiled agreements executed by Qwest Corporation (Qwest). We noted in footnote 6 that we would file our *Order* as soon as it was issued.

Appended to this addendum is Decision No. C02-1214 (Mailed Date October 28, 2002), the *Order Opening Docket and Setting Procedural Schedule in In the Matter of the Investigation into Unfiled Agreements Executed by Qwest Corporation*, Docket No. 02I-572T. This is Attachment 2 to the COPUC Reply Comments.

The Order includes, as Appendix 1, a list of the carriers identified as indispensable parties to the investigation docket. These Competitive Local Exchange Carriers (CLECs), among others, are listed: AT&T Communications of the Mountain States, Inc.; Dieca Communications, Inc., d/b/a Covad Communications Company; Electro-Tel, Inc. (Eschelon Telecom, Inc.); Level 3 Communications, LLC; MFS Communications Company (MCI Metro Access/WorldCom Services, Inc.); and Sprint Communications Company, L.P. Each of these CLECs filed comments opposing the Qwest § 271 applications, and most (if not all) raised the unfiled agreements as a basis for their opposition.

For the reasons stated in our comments and reply comments, this Commission should grant the Qwest § 271 application, at least insofar as it applies to Colorado, without further delay.

(S E A L)



ATTEST: A TRUE COPY

A handwritten signature in cursive script, appearing to read "Bruce N. Smith".

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Bruce N. Smith  
Director

Respectfully submitted,

THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

**RAYMOND L. GIFFORD**

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Chairman

**POLLY PAGE**

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Commissioner

**JIM DYER**

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Commissioner

Decision No. C02-1214

**BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO**

DOCKET NO. 02I-572T

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IN THE MATTER OF THE INVESTIGATION INTO UNFILED AGREEMENTS  
EXECUTED BY QWEST CORPORATION

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**ORDER OPENING DOCKET  
AND SETTING PROCEDURAL SCHEDULE**

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Mailed Date: October 28, 2002  
Adopted Date: October 16, 2002

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**I. BY THE COMMISSION**

**A. Statement:**

1. The Staff of the Colorado Public Utilities Commission (Staff) has conducted a preliminary investigation into the issue of Qwest Corporation's, formerly known as U S WEST Communications, Inc. (Qwest), practices and policies pertaining to the execution of agreements with other telecommunications carriers. In particular, the Commission sought information on a

set of agreements known generically as the Qwest Unfiled Interconnection Agreements ("unfiled agreements" or "agreements"). Other state utility regulators as well as federal administrative agencies have conducted, or currently are conducting, similar investigations.

2. Qwest has filed several previously unfiled agreements with the Commission pursuant to Commission rules concerning the approval or rejection of interconnection agreements (ICA).<sup>1,2</sup>

3. The Commission also has other documents which have not been filed in a formal docket. These documents were obtained by staff under its audit authority. Staff has conducted a preliminary analysis of these documents to determine whether they meet the threshold definition of an ICA pursuant to 47 U.S.C. § 251 and our Rule 4 CCR 723-44-2.5.

4. The Commission announced a provisional definition of an ICA in the filed ICA dockets: In Decision C02-1183 at page 7, paragraph 5, we defined an ICA for limited purposes, as follows:

An interconnection agreement, for purposes of Section 252(e)(1) of the Telecommunications Act of 1996, is a binding contractual agreement or amendment thereto, without regard to form, whether negotiated or arbitrated, between an Incumbent Local Exchange Carrier

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<sup>1</sup> Pursuant to § 251 of the Telecommunications Act of 1996.

<sup>2</sup> See Commission Docket Nos. 96A-287T; 97T-507; 98T-042; 98T-519; 99T-040; 99T-067; 99T-598; 00T-064; 00T-277; 01T-013; 01T-019; collectively, 96A-287T, *et al*, or "filed interconnection agreements ("ICA") dockets" since the dockets have been consolidated.

and a telecommunications carrier or carriers that includes provisions concerning ongoing obligations pertaining to rates, terms, and/or conditions for interconnection, network elements, resale, number portability, dialing parity, access to rights-of-way, reciprocal compensation, or collocation.

Though that definition is not necessarily controlling, the Commission anticipates it will be of use here.

5. Here, the Commission opens a formal investigation into the unfiled agreements. In this docket, the Commission will examine the general nature of an interconnection agreement. That issue is also being developed in the ICA dockets. The Commission also will examine, and seek parties' input, regarding: (1) potential remedies available if agreements were not filed that should have been filed; (2) the measure of harm or prejudice, if any, if agreements were not filed that should have been filed; and (3) what regulatory controls should or could the Commission implement to ensure that interconnection agreements are timely and appropriately filed.

6. The Commission's research to this point has identified a set of essential documents. These documents are identified in Appendix 2 to this order. Consequently, to maximize the efficiency of this inquiry, we require Qwest to file these documents within 10 calendar days of the effective date of this order. Further, Qwest will be required to serve appropriate notice on the parties regarding these filings. If applicable, these agreements shall be treated as confidential by the Commission for a period of 15 calendar days. Thereafter, absent

a filing by an affected party, the Commission will presume the material is not confidential and treat it as such pursuant to our rules and procedures. Filings to preserve confidentiality must be received by close-of-business of the 15<sup>th</sup> day. Any filings for confidentiality of a specific document will result in the confidentiality of that document remaining intact until the ALJ rules on its status.

7. Upon expiration of the 15 calendar day confidentiality period, we further direct Qwest to make available for review to all parties to this proceeding, the documents identified on Appendix 3 to this order.

8. We do not know whether the documents currently in our possession represent the entire universe of agreements relative to this investigation. In particular, we seek additional written agreements and evidence from the parties relating to the existence of *oral* agreements relevant to Colorado.

9. The Commission views this docket as a means of determining whether additional, undisclosed agreements exist. The Commission encourages parties to come forward with documents executed with Qwest and not filed with this Commission. These documents need not be Colorado-specific; indeed, the Commission seeks any agreements executed with Qwest which may resemble an interconnection agreement, settlement, billing dispute or other matter that impacts the relationship between a telecommunications

provider and Qwest and that *may* impact Colorado.<sup>3</sup> This relationship is construed to include Qwest, its parent companies, subsidiaries, affiliates, agents and any entity which conducts business on behalf of Qwest. The same breadth of entity description applies to telecommunications providers who may have executed written or other agreements with Qwest.

10. We direct all competitive local exchange carriers and Qwest to bring forth at this time, and in this proceeding, any additional evidence of oral or written agreements that may constitute agreements or adjunct interconnection agreements that have been consumated or that may have been effective since February 8, 1996 between Qwest and any other party or parties. Failure to bring forth any additional oral or written agreements at this time will be viewed as willful intent to interfere with the duties and responsibilities of this Commission, if the Commission is subsequently made aware of such agreements.

11. Although the Commission seeks maximum voluntary participation from all interested parties, we order certain parties to participate in this docket. A list of essential parties to this docket is contained in Appendix 1. Those parties need not file interventions, however, counsel for those parties shall enter an appearance.

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<sup>3</sup> For instance, an agreement negotiated on a "region-wide" basis may impact Colorado even if that telecommunications provider does no business in Colorado at the time the agreement is effective. Further, if the exchange is out-of-region consideration for in-region consideration, such an arrangement

12. In order to expedite these proceedings, we refer this matter to an Administrative Law Judge (ALJ). The ALJ shall conduct status conferences and provide reports to the Commission as determined and directed by the ALJ.

13. The issues surrounding these agreements are complex and may require additional research by parties. Accordingly, discovery is permitted by all parties to the proceeding. Any discovery shall be focused on the existence of, terms of and parties to unfiled agreements that may be ICAs. Additionally, the Commission has specifically directed Qwest to make additional documents available for review by parties to the proceeding in order to expedite the investigation. Consequently, it expects that parties will exercise due diligence and restraint in their requests for information.

14. The ALJ shall set an expedited schedule for discovery and shall quickly settle all discovery disputes and will appropriately handle any requests that exceed the spirit or intent of this Commission directive. Furthermore, the ALJ shall allow time for a complete comment cycle on the relevant issues.

15. Qwest is also directed to file a written statement which depicts the instructions or other directions issued within Qwest concerning the search and classification criteria for any agreements reviewed as part of this Commission directive.

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may impact Colorado. In either case, the Commission is interested in examining such agreements.

16. The Commission will endeavor to complete this investigation by the end of March, 2003. Following completion of this investigation, the Commission may order further proceedings, as the facts and law warrant.

## **II. ORDER**

### **A. The Commission Orders That:**

1. An investigatory docket regarding unfiled Qwest Corporation interconnection agreements is opened.

2. Consistent with the procedures outlined above this matter is referred to an Administrative Law Judge.

3. All parties listed in Appendix 1 are joined to this docket as essential parties, and must enter an appropriate appearance by close of business on November 15, 2002.

4. Qwest Corporation shall file the unredacted documents listed in Appendix 2 and Appendix 3, subject to the confidentiality procedures outlined above-within 10 days of the effective date of this order.

5. As discussed above, all agreements filed by Qwest shall become non-confidential, by operation of this order, on November 20, 2002. If any party wishes to extend confidential treatment of any such filed agreement beyond November 20th, that party must file an appropriate motion with the ALJ by close of business on November 19, 2002.

6. Qwest Corporation, and all competitive local exchange carriers within the jurisdiction of the Commission,

shall submit any additional evidence of oral or written agreements that may constitute interconnection agreements that have been executed or effective since February 8, 1996, between Qwest Corporation and any other party or parties.

7. Qwest has filed a number of documents with the Commission. We believe those documents filed do not represent the universe of documents considered by Qwest for filing with this Commission. Thus, we direct Qwest to file with the Commission the criteria, directions, or other means used to differentiate documents for filing with the Commission from documents not filed with the Commission. That written statement shall be in the form of an affidavit, executed by an officer of Qwest, authorized to act on behalf of Qwest. That affidavit shall be filed contemporaneously with the documents listed in Appendices 2 and 3.

8. Parties must file interventions by close of business on November 15, 2002.

9. Discovery is authorized, with any disputes to be resolved by an administrative law judge.

10. All filings shall be served in hard copy in accordance with Commission Rules, and in electronic format (Microsoft Windows (PC-version, non-Macintosh) Word and Excel documents).

11. The initial status conference in this docket is set for:

DATE: November 26, 2002

TIME: 9:00 a.m.

PLACE: Colorado Public Utilities Commission  
1580 Logan Street, Office Level 2  
Denver, Colorado

12. This Order is effective on its Mailed Date.

**B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING  
October 16, 2002.**

(S E A L)



THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF COLORADO

RAYMOND L. GIFFORD

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POLLY PAGE

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JIM DYER

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Commissioners

ATTEST: A TRUE COPY

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Bruce N. Smith  
Director

**Appendix 1:**  
**List of Indispensable Parties in Addition to Qwest**

**COMPANY NAME**

1. ALLEGIANCE TELECOM OF COLORADO INC
2. ARCH COMMUNICATIONS GROUP (ARCH PAGING)
3. AT&T COMMUNICATIONS OF MOUNTAIN STATES INC
4. ADVANCED TELECOM GROUP INC (ATG);
5. ADVANCED TELECOMMUNICATION INC; also ADVANCED TELECOMMUNICATIONS, INC. d/b/a Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc., and InTellcom, Inc. (ATI)
6. DIECA COMMUNICATIONS INC dba COVAD COMMUNICATIONS CO.
7. E.SPIRE COMMUNICATIONS, INC.
8. ELECTRIC LIGHTWAVE, INC. (ELI)
9. ELECTRO-TEL INC (ESCHELON TELECOM)
10. GLOBAL CROSSING LOCAL SERVICES INC dba Frontier Local Services
11. GST TELECOM, INC.
12. LEVEL 3 COMMUNICATIONS LLC
13. MCLEOD USA TELECOMMUNICATIONS SERVICES INC
14. METROCALL INC.
15. METRONET SERVICES CORPORATION
16. MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)
17. NEXT LINK COLORADO LLC (XO COLORADO)
18. PAGING NETWORK, INC. (PAGENET)
19. SCINDO NETWORKS INC
20. Sprint

**Appendix 2:  
Additional Documents to Be Filed With Colorado PUC**

<b>Staff Tracking Document Number</b>	<b>Company Name</b>	<b>Effective Date</b>	<b>Signature Date(s)</b>	<b>Document Name</b>
Allegiance-01	ALLEGIANCE TELECOM OF COLORADO INC.	12-24-01	12-24-01	Confidential Billing Settlement Agreement
ARCH-01	ARCH COMMUNICATIONS GROUP (ARCH PAGING)	6-16-00	6-16-00	Confidential Billing Settlement Agreement
AT&T-01	AT&T COMMUNICATIONS OF MOUNTAIN STATES INC	3-13-00	3-13-00	Confidential Billing Settlement Agreement and Release
ATG-01	ADVANCED TELECOM GROUP INC (ATG);	6-30-00	6-30-00	CSA 6-30-00
ATG-02	ADVANCED TELECOM GROUP INC (ATG);		3-15-01 and 3-16-01;	Amended CSA 3-15-2001
ATI-01	ADVANCED TELECOMMUNICATION INC; also ADVANCED TELECOMMUNICATIONS, INC. d/b/a Cady Communications, Inc., Cady Telemanagement, Inc., American Telephone Technology, Inc., Electro-Tel, Inc., and InTelcom, Inc. (ATI)	2-29-00	2-29-00 & Undated;	Stipulation Between ATI and US West
COVAD-01	DIECA COMMUNICATIONS INC dba COVAD COMMUNICATIONS CO.	1-19-99	1-19-99	COVAD-Qwest Customer Agreement
E.SPIRE- 01	E.SPIRE COMMUNICATIONS, INC.	6-20-01	6-20-01	Confidential Billing Settlement Agreement
ELI-05	ELECTRIC LIGHTWAVE, INC. (ELI)		7-19-01	Binding Letter Agreement
ELI-07	ELECTRIC LIGHTWAVE, INC. (ELI)	4-26-02	4-26-02	Confidential Billing Settlement Agreement
ESCHELON-02	ELECTRO-TEL INC. (ESCHELON TELECOM)		11-14-00	Letter
ESCHELON-03	ELECTRO-TEL INC. (ESCHELON TELECOM)	10-01-00	11-15-00	Confidential Purchase Agreement
ESCHELON-04	ELECTRO-TEL INC. (ESCHELON TELECOM)		11-15-00	Confidential Billing Settlement Agreement
ESCHELON-05	ELECTRO-TEL INC. (ESCHELON TELECOM)	11-15-00	11-15-00	Confidential Amendment to Confidential/Trade Secret Stipulation.
ESCHELON-06	ELECTRO-TEL INC. (ESCHELON TELECOM)		11-15-00	Letter
ESCHELON-07	ELECTRO-TEL INC. (ESCHELON TELECOM)		11-15-00	Letter

<b>Staff Tracking Document Number</b>	<b>Company Name</b>	<b>Effective Date</b>	<b>Signature Date(s)</b>	<b>Document Name</b>
ESCHELON-10	ELECTRO-TEL INC. (ESCHELON TELECOM)		3-19-01	Confidential Second Amendment to Confidential/Trade Secret Stipulation, and cover letter.
ESCHELON-11	ELECTRO-TEL INC. (ESCHELON TELECOM)		7-03-01	Confidential Third Amendment to Confidential/Trade Secret Stipulation dated 2-28-00
ESCHELON-12	ELECTRO-TEL INC. (ESCHELON TELECOM)		7-03-01	Letter Ref: Status of Switched Access Minute Reporting
ESCHELON-13	ELECTRO-TEL INC. (ESCHELON TELECOM)		8-1-01	Letter of Agreement
ESCHELON-14	ELECTRO-TEL INC. (ESCHELON TELECOM)		2-22-02	Letter of Definitive Settlement Agreement
GLOBAL CROSSING-01	GLOBAL CROSSING LOCAL SERVICES INC dba Frontier Local Services		9-21-00	Settlement Agreement and Release
GST-01	GST TELECOM, INC.	1-7-00	1-7-00	Confidential Billing Dispute Settlement Agreement and Release
LEVEL3-01	LEVEL 3 COMMUNICATIONS LLC	5-12-00	5-12-00	Confidential Billing Settlement Agreement
MCLEOD-01	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	4-25-00	4-25-00	CONFIDENTIAL SETTLEMENT DOCUMENT: THIS LETTER IS WRITTEN PURSUANT TO, AND IS PROTECTED BY, RULE OF EVIDENCE 408 AND THE NONDISCLOSURE AGREEMENT
MCLEOD-05	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.			Confidential Billing Settlement Agreement
MCLEOD-06	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	9-29-00	9-29-00	Confidential Amendment to Confidential Billing Settlement Agreement
MCLEOD-07	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	10-02-00	10-02-00	Purchase Agreement
MCLEOD-09	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	10-26-00	10-26-00	Amendment to Confidential Billing Settlement Agreement
MCLEOD-10	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	10-26-00	10-26-00	Confidential Amendment to Confidential Billing Settlement Agreement

<b>Staff Tracking Document Number</b>	<b>Company Name</b>	<b>Effective Date</b>	<b>Signature Date(s)</b>	<b>Document Name</b>
MCLEOD-11	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	10-26-00	10-26-00	Purchase Agreement
MCLEOD-14	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	12-31-01	none	Confidential Billing Settlement Agreement
MCLEOD-15	MCLEOD USA TELECOMMUNICATIONS SERVICES INC.	12-31-01	none	Confidential Billing Settlement Agreement
METROCALL-01	METROCALL INC.	12-19-00	12-19-00	Confidential Billing Settlement Agreement
Metronet Services-01	METRONET SERVICES CORPORATION	5-30-01	5-30-01	Confidential Amendment to Confidential Billing/Merger Settlement Agreement (An addition to 4-26-2000 Agreement);
MFS-02	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	no date in space provided;	12-17-00	Confidential Billing Settlement Agreement
MFS-03	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	11-30-2000	11-21-2000 & 11-30-2000	Settlement Agreement
MFS-04	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	6-29-01	6-29-01	Confidential Billing Settlement Agreement
MFS-06	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	Draft date of 6/29/01;		Amendment Superceding Certain Reciprocal Compensation Terms with possible retroactive terms;
MFS-07	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	6/29/01	6-29-2001	Confidential Billing Settlement Agreement
NEXT LINK-02	NEXT LINK Colorado LLC (XO COLORADO)	5-12-2000	5-12-2000	Confidential Billing Settlement Agreement
NEXT LINK-06	NEXT LINK Colorado LLC (XO COLORADO)	12/31/01	No date;	Confidential Billing Settlement Agreement
NEXT LINK-08	NEXT LINK Colorado LLC (XO COLORADO)	12/31/01	No date;	Take or Pay Agreement
PAGENET-01	PAGING NETWORK, INC. (PAGENET)	Some retroactive terms until 1-1-2001;	4-8-01 & 4-23-01;	Confidential Billing Settlement Agreement;
SCINDO-01	SCINDO NETWORKS INC	8-10-2001	8-10-2001	Confidential Settlement Agreements

<b>Staff Tracking Document Number</b>	<b>Company Name</b>	<b>Effective Date</b>	<b>Signature Date(s)</b>	<b>Document Name</b>
SCINDO-02	SCINDO NETWORKS INC	5-4-2001		Confidential Settlement Agreements

**Appendix 3:  
Information Qwest Shall Make Available at Its Premises**

<b>Staff Tracking Document Number</b>	<b>Company Name</b>	<b>Effective Date</b>	<b>Signature Date (s)</b>	<b>Document Name</b>
AT&T-02	AT&T COMMUNICATIONS OF MOUNTAIN STATES INC	4-24-00	4-24-00	Agreement Between AT&T, US West, and Qwest
E.SPIRE- 02	E.SPIRE COMMUNICATIONS, INC.		6-28-01	Confidentiality Agreement
MCLEOD-15	MCLEOD USA TELECOMMUNICATIONS SERVICES INC	12-31-01	none	Confidential Billing Settlement Agreement
MFS-09	MFS COMMUNICATIONS COMPANY (MCI METRO ACCESS/WORLDCOM SERVICES INC)	4/2/01	No date;	Confidentiality Agreement
NEXT LINK-03	NEXT LINK COLORADO LLC (XO COLORADO)	4-17-01	4-17-01	Amendment to CBSA dated 5-12-2000.
NEXT LINK-04	NEXT LINK COLORADO LLC (XO COLORADO)	Fax date at Qwest Law Dept as 9-20-2001	No date;	Settlement Agreement and Mutual Release
NEXT LINK-05	NEXT LINK COLORADO LLC (XO COLORADO)	12/31/01	No date;	Confidential Billing Settlement Agreement
STF ADDL-01	A copy of all Master Purchase Agreement contracts effective since February 8, 1996 between QCI or U S WEST and any competitive local exchange carriers certified to provide service in Colorado.			
STF ADDL-02	A copy of all take-or-pay contracts effective since February 8, 1996 between QCI or U S WEST and any competitive local exchange carriers certified to provide service in Colorado.			
STF ADDL-03	A copy of the price quotes identified in the Purchase Agreement, dated 10-02-00, between Qwest and McLeod signed by Gregory M. Casey, EVP & Blake O. Fisher, Jr., Group Vice President (Staff Tracking Document Number McLeod-07).			
STF ADDL-04	A copy of the Confidential Billing/Merger Settlement Agreement which is referenced in the "Confidential Amendment to Confidential Billing/Merger Settlement Agreement (an Addition to 4-26-2000 Agreement) " in the 5-30-01 agreement with Metronet Services Corporation.			
STF ADDL-05	A copy of the Letter Agreement dated February 27, 1998 addressed to George Coon and Chris Holden of King's Deer and signed by Larry Brotherson of USWC which is referenced in the SUNWEST agreement dated 5-30-01 and 5-31-01 by James B. Smith on behalf of Qwest and Brent L. Hawker on behalf of King's Deer (SUNWEST).			
STF ADDL-06	A copy of the May 15, 2001 Memorandum of Understanding (MOU) which is referenced in the SUNWEST agreement dated 5-30-01 and 5-31-01 by James B. Smith on behalf of Qwest and Brent L. Hawker on behalf of King's Deer (SUNWEST).			
STF ADDL-07	A complete copy, including signature page(s), of the Confidential Billing Settlement Agreement dated 3-14-01 & 3-16-01 between Audrey McKenney, on behalf of Qwest, and Brian D. Thomas, on behalf of Time Warner Telecom of Colorado, LLC. (Our records indicate that an incomplete copy was provided.)			