

Colorado
Docket No. 01B-493T
RRICA 01-001-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 001-A

Admit that the Proposed Service poses less risk to Qwest's network, in technical terms, than POTS service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Qwest also objects to this request as too vague and ambiguous for Qwest fairly to admit or deny.

Colorado
Docket No. 01B-493T
RRICA 01-001-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 001-I

For carriers providing SDSL over copper pairs rented from Qwest, state the number of claims which Qwest has made under Insurance Policies arising out of the provision of SDSL service, and for each claim give its date and dollar amount and describe the claim and the alleged harm to Qwest's network.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest does not make its damage claims by type of service.

Colorado
Docket No. 01B-493T
RRICA 01-001-P

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 001-P

The nondisclosure agreement referred to by Qwest at page 5 of its November 19, 2001 Response herein.

RESPONSE:

Qwest will provide the nondisclosure agreement. Ruby Ranch should have a copy of it in their files.

Colorado
Docket No. 01B-493T
RRICA 01-002-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 002-A

Admit that the Proposed Service poses less risk to Qwest's network, in technical terms, than LADS service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Qwest also objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest refers to its responses to Interrogatories 2,3 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-002-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 002-I

Identify, in technical detail, the alleged risks to Qwest and/or its network allegedly presented by the Proposed Service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest states that risks to the Qwest network presented by the Proposed Service include fire, overvoltage, lightning, electrical shock, and equipment damage. In addition, any placement of physical plant or equipment increases risk to the network. See also Qwest's responses to Interrogatories 3 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-002-P

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 002-P

All cost and other documents, if any, substantiating Qwest's \$1707 Quote Preparation Fee, including but not limited to those identified in Qwest's response to interrogatory 10.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad.

Qwest also objects to this request because it seeks highly confidential technical information "substantiating" rates that are part of Commission-approved cost dockets or pending cost dockets. Notwithstanding and without waiving the objections, Qwest produces the PUC's findings in Docket No. 99A-577T, Commission Order, Adopted Date: November 13, 2001.

Colorado
Docket No. 01B-493T
RRICA 01-003-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 003-A

Admit that the Proposed Service poses less risk to Qwest's network, in technical terms, than alarm line service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Qwest also objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest refers to its responses to Interrogatories 2,3 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-003-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 003-I

Identify, in technical detail, the alleged risks to Qwest and/or its network allegedly presented by the Proposed Service that allegedly exceed the risks to Qwest and/or its network presented by POTS service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest states:

The voltage and frequency of the Proposed Service is higher than POTS, alarm line, and LADS services. The Proposed Service is described in technical standard ANSI T1-417 which defines the frequency and Power of the Proposed Service. The equipment proposed is not governed by FCC part 68 which governs the maximum voltage emitting from the CPE. Please see all related documentation in Qwest Technical publications, ANSI, Bellcore/Telcordia, and the vendor specific standards for all equipment placed in the Network. See also Qwest's response to Interrogatories 2 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-003-P

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 003-P

All cost and other documents, if any, substantiating Qwest's \$126 non-recurring charge for installation of a Subloop, including but not limited to those identified in Qwest's response to interrogatory 12.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad.

Qwest also objects to this request because it seeks highly confidential technical information "substantiating" rates that are part of Commission-approved cost dockets or pending cost dockets. Notwithstanding and without waiving the objections, Qwest produces the PUC's findings in Docket No. 99A-577T, Commission Order, Adopted Date: November 13, 2001.

Colorado
Docket No. 01B-493T
RRICA 01-004-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 004-A

Admit that Qwest's process of activating a Subloop for the Coop does not require Qwest personnel to do work at the Remote Terminal.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest refers to the PUC's findings in Docket No. 99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-004-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 004-I

Identify, in technical detail, the alleged risks to Qwest and/or its network allegedly presented by the Proposed Service that allegedly exceed the risks to Qwest and/or its network presented by LADS service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest refers to its responses to Interrogatories 2,3 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-004-P

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 004-P

Documents, if any, substantiating Qwest's requirement that the Coop purchase an Insurance Policy, including but not limited to those identified in Qwest's response to interrogatory 14.

RESPONSE:

Since the advent of Interconnection Agreements, Qwest has required that CLEC's purchase insurance to cover losses that may occur by virtue of a CLEC's involvement and contact with Qwest property and equipment. Standard policies including Worker's Compensation, Commercial General Liability, Business Automobile Liability, and All Risk Property coverage are required. The most recent written description of the requirement can be found in section 5.6 of Qwest's Updated Statement of Generally Available Terms ("SGAT") which was filed on December 21, 2001 in Docket No. 97I-198T. SGATs with substantially similar language have been previously filed and approved by the Colorado Public Utilities Commission ("Commission").

Documents supporting this policy include interconnection agreements filed and approved by the Commission which contain insurance provisions. The most recent document supporting a policy of telecommunications companies carrying insurance is in Docket No. 97I-198T "In the matter of The Investigation into Qwest Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996". In the filing of Volume VI "The Commission Staff Report on the General Terms and Conditions of Qwest's Statement of Generally Available Terms (SGAT)" The Staff supported with certain changes the insurance section of the agreement which required both companies to carry insurance. No CLEC in the workshops proposed doing business without insurance.

Colorado
Docket No. 01B-493T
RRICA 01-005-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 005-A

Admit that Qwest's process of activating a Subloop for the Coop does not require Qwest personnel to do work at any Qwest central office..

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest refers to the PUC's findings in Docket No. 99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-005-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 005-I

Identify, in technical detail, the alleged risks to Qwest and/or its network allegedly presented by the Proposed Service that allegedly exceed the risks to Qwest and/or its network presented by alarm line service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest refers to its responses to Interrogatories 2,3 and 13.

Colorado
Docket No. 01B-493T
RRICA 01-005-P

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 005-P

Documents, if any, identifying alleged risks to Qwest's network presented by the Coop's Proposed Service.

RESPONSE:

Network Engineering and protection documentation such as: Electromagnetic Compatibility and Electrical Safety -Generic Criteria for Network Telecommunications Equipment (GR-1089-CORE) www.telcordia.com
Qwest Technical Publication 77355 www.qwest.com/techpub/
ANSI standards such as T1.417 www.ansi.org/

See also the Commission's Staff's statements in support of Qwest's requirement that CLECs carry insurance, in Docket No.971-198T, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-006-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 006-A

Admit that Qwest's process of activating a Subloop for the Coop does not require Qwest personnel to do work at the Highway 9 Pedestal.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest refers to the PUC's findings in Docket No. 99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-006-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 006-I

Identify the manufacturer of the Crossbox.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, the manufacturer of the Crossbox is Western Electric.

Colorado
Docket No. 01B-493T
RRICA 01-007-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 007-A

Admit that Qwest's process of activating new POTS service in the Neighborhood has at times required Qwest personnel to do work at the Remote Terminal.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits this Admission Request.

Colorado
Docket No. 01B-493T
RRICA 01-007-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 007-I

Identify the manufacturer of the one-hundred-pair screw terminal blocks within the Crossbox.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, the manufacturer of the one-hundred-pair screw terminal blocks within the Crossbox is Western Electric.

Colorado
Docket No. 01B-493T
RRICA 01-008-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 008-A

Admit that Qwest's process of activating new POTS service in the Neighborhood has at times required Qwest personnel to do work at the Qwest central office in Dillon.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that at times it may have had to do central office work in Dillon in the process of activating new POTS service in the neighborhood.

Colorado
Docket No. 01B-493T
RRICA 01-008-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 008-I

State Qwest's present cost for a one-hundred-pair screw terminal of the type found within the Crossbox.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, FCP (Field Connection Point) costs vary based upon location, type of configuration, etc. CLECs with interconnection agreements containing FCP language may request a feasibility analysis. Through such analysis, Qwest would determine the type of connector block appropriate to the Crossbox, the cost of which would be included in the quote for establishing the FCP. However, the price of a one-hundred-pair screw terminal would not be itemized in the quote. Dissemination of such information is prohibited under third party proprietary agreement limitations.

Colorado
Docket No. 01B-493T
RRICA 01-009-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 009-A

Admit that buried cable between the Crossbox and the Diamond Road Pedestal provides approximately two hundred copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that there are approximately two hundred copper pairs between the crossbox and the Diamond Road Pedestal, however, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-009-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 009-I

State Qwest's basis for its \$1707 Quote Preparation Fee.

RESPONSE:

Qwest objects to this interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the objection, Qwest responds to this interrogatory by referring to the PUC's findings in Docket No.99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-010-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 010-A

Admit that buried cable between the Crossbox and the Diamond Road Pedestal provides at least one hundred fifty copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that there are approximately one hundred and fifty copper pairs between the crossbox and the Diamond Road Pedestal, however, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-010-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 010-I

Identify all cost or other documents, if any, substantiating Qwest's \$1707
Quote Preparation Fee.

RESPONSE:

Qwest objects to this interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the objection, Qwest responds to this interrogatory by referring to the PUC's findings in Docket No.99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-011-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 011-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal provides approximately two hundred copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits Notwithstanding and without waiving the objections, Qwest admits that there are approximately two hundred copper pairs between the crossbox and the Diamond Road Pedestal, however, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-011-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 011-I

State Qwest's basis for its \$126 non-recurring charge for installation of a Subloop.

RESPONSE:

Qwest objects to this interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the objection, Qwest responds to this interrogatory by referring to the PUC's findings in Docket No.99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-012-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 012-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal provides approximately one hundred fifty copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits Notwithstanding and without waiving the objections, Qwest admits that there are approximately one hundred and fifty copper pairs between the crossbox and the Diamond Road Pedestal, however, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-012-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 012-I

Identify all cost or other documents, if any, substantiating Qwest's \$126 non-recurring charge for installation of a Subloop.

RESPONSE:

Qwest objects to this interrogatory as not reasonably calculated to lead to the discovery of admissible evidence. Notwithstanding and without waiving the objection, Qwest responds to this interrogatory by referring to the PUC's findings in Docket No.99A-577T, Commission Order, Adopted Date: November 13, 2001, produced with Qwest's responses to Ruby Ranch's Production Requests.

Colorado
Docket No. 01B-493T
RRICA 01-013-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 013-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal provides approximately two hundred copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits Notwithstanding and without waiving the objections, Qwest admits that there are approximately two hundred copper pairs between the crossbox and the Diamond Road Pedestal, however, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-013-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 013-I

State Qwest's basis for its requirement that the Coop purchase an Insurance Policy.

RESPONSE:

The basis for Qwest's requirement that Ruby Ranch obtain insurance is founded on the fact that as an entity (in this case a Coop) Ruby Ranch seeks to enter into an agreement with Qwest as a Competitive Local Exchange Carrier, CLEC. In such a capacity Ruby Ranch, as they are entitled to do under Federal and Colorado law, will have the right to lease and use for their business purposes certain Qwest equipment including loops, subloops, pedestals, and other Qwest property. They are also entitled to have their own employees or subcontractors connect Ruby Ranch electrical equipment to Qwest facilities, and, if they choose to connect their equipment to the public switched network. Because of this ability to interact with Qwest property, and based on sound business practices, Qwest requires CLECs to carry liability insurance. See also Qwest's responses to Interrogatories 2,3 and 14.

Colorado
Docket No. 01B-493T
RRICA 01-014-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 014-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal fewer than one hundred thirty pairs are in use.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Without waiving this objection, Qwest admits that there are currently fewer than one hundred thirty pairs in use. However, the number of lines in use change based on customer demand.

Colorado
Docket No. 01B-493T
RRICA 01-014-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 014-I

Identify all cost or other documents, if any, substantiating Qwest's requirement that the Coop purchase an Insurance Policy.

RESPONSE:

Since the advent of Interconnection Agreements, Qwest has required that CLEC's purchase insurance to cover losses that may occur by virtue of a CLEC's involvement and contact with Qwest property and equipment. Standard policies including Worker's Compensation, Commercial General Liability, Business Automobile Liability, and All Risk Property coverage are required. The most recent written description of the requirement can be found in section 5.6 of Qwest's Updated Statement of Generally Available Terms ("SGAT") which was filed on December 21, 2001 in Docket No. 97I-198T. SGATs with substantially similar language have been previously filed and approved by the Colorado Public Utilities Commission ("Commission").

Documents supporting this policy include interconnection agreements filed and approved by the Commission which contain insurance provisions. The most recent document supporting a policy of telecommunications companies carrying insurance is in Docket No. 97I-198T "In the matter of The Investigation into Qwest Communications, Inc.'s Compliance with § 271(c) of the Telecommunications Act of 1996". In the filing of Volume VI "The Commission Staff Report on the General Terms and Conditions of Qwest's Statement of Generally Available Terms (SGAT)" The Staff supported with certain changes the insurance section of the agreement which required both companies to carry insurance. No CLEC in the workshops proposed doing business without insurance.

Colorado
Docket No. 01B-493T
RRICA 01-015-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 015-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal provides approximately two hundred copper pairs between those two points.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that there are approximately two hundred copper pairs between the Diamond Road Pedestal and the Highway 9 Pedestal. However, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-015-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 015-I

Identify the person or persons whom Qwest intends to call to give testimony regarding the basis for its \$1707 Quote Preparation fee.

RESPONSE:

The rate to wholesale customers such as Ruby Ranch for the quote preparation fee/non-recurring charge for installation of a subloop was established by the Colorado Public Utilities Commission ("Commission") in Docket No. 99A-577T, Decision No. C01-1302, Mailed Date: December 21, 2001, a copy of which is produced with Qwest's responses to Ruby Ranch's discovery requests. While the decision is subject to review, it established a quote preparation fee/non-recurring charge for installation of a subloop of \$1,107.09/\$120.67. This rate, or whatever rate is approved by the Commission, is the rate that will be offered to Ruby Ranch. The Commission made a finding of fact that such rate is fair and reasonable, and Qwest intends to seek Administrative Notice, accordingly.

Colorado
Docket No. 01B-493T
RRICA 01-016-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 016-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal there are presently at least fifty spare pairs.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest admits that there are at least fifty spare pairs between the Diamond Road Pedestal and the Highway 9 Pedestal. However, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-016-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 016-I

Identify the person or persons whom Qwest intends to call to give testimony regarding the basis for its \$126 non-recurring charge for installation of a Subloop.

RESPONSE:

The rate to wholesale customers such as Ruby Ranch for the quote preparation fee/non-recurring charge for installation of a subloop was established by the Colorado Public Utilities Commission ("Commission") in Docket No. 99A-577T, Decision No. C01-1302, Mailed Date: December 21, 2001, a copy of which is produced with Qwest's responses to Ruby Ranch's discovery requests. While the decision is subject to review, it established a quote preparation fee/non-recurring charge for installation of a subloop of \$1,107.09/\$120.67. This rate, or whatever rate is approved by the Commission, is the rate that will be offered to Ruby Ranch. The Commission made a finding of fact that such rate is fair and reasonable, and Qwest intends to seek Administrative Notice, accordingly.

Colorado
Docket No. 01B-493T
RRICA 01-017-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 017-A

Admit that buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal there are presently at least twenty spare pairs.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest admits that there are at least twenty spare pairs between the Diamond Road Pedestal and the Highway 9 Pedestal. However, these copper pairs may not all be available for use in Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-017-I

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 017-I

Identify the person or persons whom Qwest intends to call to give testimony regarding the basis for its requirement that the Coop purchase an Insurance Policy.

RESPONSE:

William Easton will give testimony regarding insurance requirements.

Colorado
Docket No. 01B-493T
RRICA 01-018-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 018-A

Admit that in the buried cable between the Diamond Road Pedestal and the Highway 9 Pedestal, there are presently at least fifty spare pairs.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Without waiving this objection, Qwest admits that there are presently at least fifty spare pairs between the Diamond Road Pedestal and the Highway 9 Pedestal. However, the number of spare pairs change based on customer demand.

Colorado
Docket No. 01B-493T
RRICA 01-019-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 019-A

Admit that the buried cables from the Crossbox to homes within the Neighborhood provide approximately four hundred copper pairs.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that there are approximately four hundred copper pairs in the buried cables from the Crossbox to the homes within the Neighborhood.

Colorado
Docket No. 01B-493T
RRICA 01-020-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 020-A

Admit that the buried cables from the Crossbox to homes within the Neighborhood, fewer than two hundred pairs are in use.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Without waiving these objections Qwest admits.

Colorado
Docket No. 01B-493T
RRICA 01-021-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 021-A

Admit that in the buried cables from the Crossbox to homes within the Neighborhood, there are presently at least two hundred spares.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest admits that there are presently at least two hundred spare pairs.

Colorado
Docket No. 01B-493T
RRICA 01-022-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 022-A

Admit that in the buried cables from the Crossbox to homes within the Neighborhood, there are presently at least one hundred fifty spares.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest admits that there are presently at least one hundred fifty spare pairs.

Colorado
Docket No. 01B-493T
RRICA 01-023-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 023-A

Admit that in the buried cables from the Crossbox to homes within the Neighborhood, there are presently at least fifty spares.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest admits that there are presently at least fifty spare pairs.

Colorado
Docket No. 01B-493T
RRICA 01-024-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 024-A

Admit that the Crossbox has eight positions capable of receiving screw terminal blocks each with one hundred pairs of screw terminals, six of which are filled with screw terminal blocks and two of which are presently spare positions.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving these objections, Qwest denies.

Colorado
Docket No. 01B-493T
RRICA 01-025-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 025-A

Admit that for carriers providing SDSL over copper pairs rented from Qwest, Qwest has never made a claim under an Insurance Policy arising out of the provision of SDSL service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad.

Colorado
Docket No. 01B-493T
RRICA 01-032-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 032-A

Admit that Qwest has sent billing inserts to Qwest customers in the Neighborhood, advertising Qwest's DSL service.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving this objection Qwest states that it has advertised Qwest's DSL service in the Ruby Ranch neighborhood. However, please note, Qwest's bill inserts include a statement that services are subject to availability.

Colorado
Docket No. 01B-493T
RRICA 01-033-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 033-A

Admit that Qwest has never provided DSL service to anyone in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits this Admission Request with the understanding the service it asks about is retail DSL service within the Ruby Ranch subdivision.

Colorado
Docket No. 01B-493T
RRICA 01-034-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 034-A

Admit that Qwest is not presently taking orders for DSL service for anyone located in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits this Admission Request with the understanding the service it asks about is retail DSL service within the Ruby Ranch subdivision.

Colorado
Docket No. 01B-493T
RRICA 01-035-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 035-A

Admit that Qwest has never provided DSL service to anyone located in the area served by the Dillon Qwest central office.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits this Admission Request.

Colorado
Docket No. 01B-493T
RRICA 01-036-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 036-A

Admit that Qwest is not presently taking orders for DSL service for anyone located in the area served by the Dillon Qwest central office.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits this Admission Request.

Colorado
Docket No. 01B-493T
RRICA 01-037-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 037-A

Admit that Qwest has not said in writing that it will provide DSL service in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies this Admission Request with the understanding the service it asks about would include the Proposed Service Qwest has offered to provide under the Proposed Interconnection Agreement.

Colorado
Docket No. 01B-493T
RRICA 01-038-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 038-A

Admit that Qwest has not said that it will provide DSL service in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies this Admission Request with the understanding the service it asks about would include the Proposed Service Qwest has offered to provide under the Proposed Interconnection Agreement.

Colorado
Docket No. 01B-493T
RRICA 01-039-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 039-A

Admit that Qwest has not said in writing that it will provide DSL service in the area served by the Dillon Qwest central office.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies this Admission Request with the understanding the service it asks about would include the Proposed Service Qwest has offered to provide under the Proposed Interconnection Agreement.

Colorado
Docket No. 01B-493T
RRICA 01-040-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 040-A

Admit that Qwest has not said that it will provide DSL service in the area served by the Dillon Qwest central office.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies this Admission Request with the understanding the service it asks about would include the Proposed Service Qwest has offered to provide under the Proposed Interconnection Agreement.

Colorado
Docket No. 01B-493T
RRICA 01-041-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 041-A

Admit that Qwest has no evidence to establish that AT&T has ever offered cable modem Internet access in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest cannot either admit or deny statement No. 41. Qwest is not aware of what AT&T's cable modem deployment plans were or are.

Colorado
Docket No. 01B-493T
RRICA 01-042-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 042-A

Admit that Qwest has no evidence to establish that AT&T has said that it will offer cable modem Internet access in the Neighborhood.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, see response to Admission Request 41.

Colorado
Docket No. 01B-493T
RRICA 01-043-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 043-A

Admit that as of December 10, 2001, Qwest has never provided cost data to substantiate its \$1707 Quote Preparation Fee.

RESPONSE:

Qwest denies that it has never provided cost data to substantiate its Quote Preparation Fee. Qwest had discussions with Ruby Ranch as to how the fees were developed. Further, Qwest has provided detailed cost studies supporting its Quote Preparation Fee to the Colorado Public Utilities Commission.

Colorado
Docket No. 01B-493T
RRICA 01-044-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 044-A

Admit that as of December 10, 2001, Qwest has never provided cost data to substantiate its \$126 nonrecurring charge for installation of a Subloop.

RESPONSE:

Qwest denies that it has never provided cost data to substantiate its nonrecurring charges for installation of a Subloop. Qwest had discussions with Ruby Ranch as to how the fees were developed. Further, Qwest has provided detailed cost studies supporting its nonrecurring charges for Subloop installation to the Colorado Public Utilities Commission.

Colorado
Docket No. 01B-493T
RRICA 01-045-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 045-A

Admit that the Coop asked Qwest for interconnection on or about June 1, 2001.

RESPONSE:

Qwest admits that the Coop asked Qwest for interconnection on or about June 1, 2001.

Colorado
Docket No. 01B-493T
RRICA 01-046-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 046-A

Admit that the draft interconnect agreement sent by Qwest to the Coop on or about June 1, 2001, when printed, exceeds 250 pages in length and exceeds one hundred thousand words.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest admits that it provided Ruby Ranch the standard draft interconnection agreement on June 1, 2001, and later asked Ruby Ranch to provide Qwest a proposed red/line version of the draft agreement.

Colorado
Docket No. 01B-493T
RRICA 01-047-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 047-A

Admit that on or about July 2, 2001, the coop sent Qwest a proposed interconnect agreement which, when printed, is fewer than six pages in length.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies that on or about July 2, 2001, the Coop sent Qwest a proposed interconnect agreement which, when printed, is fewer than six pages in length.

Colorado
Docket No. 01B-493T
RRICA 01-048-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 048-A

Admit that Coop Documents 100-104 are, but for matters of form, substantially a copy of a letter received by Qwest from the Coop on or about July 2, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-049-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 049-A

Admit that Coop Documents 105-110 are, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about July 29, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-050-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 050-A

Admit that Coop Documents 111-115 are, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about August 2, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-051-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 051-A

Admit that Coop Documents 116-118 are, but for matters of form, substantially a copy of a letter sent by Qwest from the Coop on or about August 14, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-052-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 052-A

Admit that Coop Documents 119-125 are, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about August 20, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-053-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 053-A

Admit that Coop Document 126 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about August 28, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-054-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 054-A

Admit that Coop Documents 127-128 are, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about August 31, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-055-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 055-A

Admit that Coop Document 129 is, but for matters of form, substantially a copy of letter sent by Qwest from the Coop on or about August 2, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-056-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 056-A

Admit that Coop Documents 130-131, are, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about October 16, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced documents appear to have substantially the same content as their originals, while reserving the right to object to any such document that is not the same as its original if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-057-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 057-A

Admit that Coop Document 132 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about November 1, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced document appears to have substantially the same content as its original, while reserving the right to object to that document if it is not the same as its original and if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-058-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 058-A

Admit that Coop Document 133 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about November 2, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced document appears to have substantially the same content as its original, while reserving the right to object to that document if it is not the same as its original and if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-059-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 059-A

Admit that Coop Document 134 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about November 7, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced document appears to have substantially the same content as its original, while reserving the right to object to that document if it is not the same as its original and if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-060-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 060-A

Admit that Coop Document 135 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about November 9, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced document appears to have substantially the same content as its original, while reserving the right to object to that document if it is not the same as its original and if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-061-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 061-A

Admit that Coop Document 136 is, but for matters of form, substantially a copy of an email received by Qwest from the Coop on or about November 9, 2001.

RESPONSE:

Qwest objects to this request which requests Qwest to admit that the copies of e-mails, communications and other documents that Ruby Ranch has produced as part of this arbitration are "substantially" copies of Ruby Ranch's original e-mails, communications and other documents. Ruby Ranch has produced what it has presented are copies of its e-mails, communications and other documents. For Qwest to respond to these admission requests would require Qwest to compare Ruby Ranch's original e-mails, communications and other documents itself knows whether the copies it has produced are accurate. Notwithstanding and without waiving the objections, Qwest admits that the referenced document appears to have substantially the same content as its original, while reserving the right to object to that document if it is not the same as its original and if Ruby Ranch seeks to have the Arbitrator consider an altered copy.

Colorado
Docket No. 01B-493T
RRICA 01-062-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 062-A

Admit that during the July 26, 2001 conference call, Qwest took the position that the recurring cost for Subloops should be \$21.32.

RESPONSE:

Qwest admits that on the July 26, 2001 conference call Qwest, believing that Ruby Ranch was in rate zone 3, informed Ruby Ranch that the recurring cost for Subloops was \$21.32. This rate, along with the zone structure, was ordered by the Colorado Public Utilities Commission in Decision No. C97-739, Docket No. 96A-331T adopted July 16, 1997.

Colorado
Docket No. 01B-493T
RRICA 01-063-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 063-A

Admit that during the July 26, 2001 conference call, Qwest took the position that the recurring cost for Subloops should be \$126.

RESPONSE:

Qwest admits that during the July 26th conference call it advised Ruby Ranch that the non-recurring cost for Subloops is \$ 126.49.

Colorado
Docket No. 01B-493T
RRICA 01-064-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 064-A

Admit that during the July 26, 2001 conference call, Qwest took the position that a quote preparation fee of \$1707 would have to be paid by the Coop prior to any field connection point being installed.

RESPONSE:

Qwest admits that during the July 26th conference call it advised Ruby Ranch that a quote preparation fee of \$ 1707 would have to be paid by the Coop prior to any field connection point being installed.

Colorado
Docket No. 01B-493T
RRICA 01-065-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 065-A

Admit that during the July 26, 2001 conference call, Qwest took the position that the Coop would be required to have an eleven million dollar insurance policy.

RESPONSE:

Qwest denies that during the July 26, 2001 conference call it took the position that the Coop would be required to have an eleven million dollar insurance policy.

Colorado
Docket No. 01B-493T
RRICA 01-066-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 066-A

Admit that during the August 2, 2001 conference call, the Coop representatives were placed "on hold" by Qwest for intervals totaling more than one hour.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies that Coop representatives were placed on hold for more than an hour during the "August 2, 2001" call, which took place August 1st.

Colorado
Docket No. 01B-493T
RRICA 01-067-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 067-A

Admit that during the August 2, 2001 conference call, the Coop representatives were placed "on hold" by Qwest for intervals totaling more than one-half hour.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad.

Notwithstanding and without waiving the objections, Qwest denies that during the "August 2, 2001" conference call, whic took place August 1st, the Coop representatives were place "on hold" by Qwest for intervals totaling more than one-half hour.

Colorado
Docket No. 01B-493T
RRICA 01-068-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 068-A

Admit that during the August 2, 2001 conference call, Qwest failed to identify the risks it wanted the Coop to insure against that were different from those presented by a POTS customer.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Qwest also objects to this request as too vague and ambiguous for Qwest fairly to admit or deny.

Colorado
Docket No. 01B-493T
RRICA 01-069-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 069-A

Admit that as of August 3, 2001, Qwest had not identified the risks it wanted the Coop to insure against that were different from those presented by a POTS customer.

RESPONSE:

Qwest objects to this data request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Qwest also objects to this request as too vague and ambiguous for Qwest fairly to admit or deny.

Notwithstanding and without waiving these objections, Qwest states:

Qwest denies that the risks it wanted the Coop to insure against were not discussed with Coop representatives.

Colorado
Docket No. 01B-493T
RRICA 01-070-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 070-A

Admit that during the August 2, 2001 conference call, Qwest took the position that the recurring cost for Subloops should be \$21.32.

RESPONSE:

See response to Request 62. Qwest admits that during the "August 2, 2001" conference call, which took place August 1st, Qwest informed to Coop that the recurring cost for Subloops was \$21.32.

Colorado
Docket No. 01B-493T
RRICA 01-071-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 071-A

Admit that during the August 2, 2001 conference call, Qwest failed to provide support for the \$21.32 price.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest denies that it did not provide support for the \$ 21.32 price.

Colorado
Docket No. 01B-493T
RRICA 01-072-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 072-A

Admit that as of August 3, 2001, Qwest had not provided support for the \$21.32 price.

RESPONSE:

Qwest denies that as of August 3, 2001 conference call, Qwest had not provided support for the \$21.32 price.

Colorado
Docket No. 01B-493T
RRICA 01-073-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 073-A

Admit that during the August 2, 2001 conference call, Qwest took the position that the non-recurring cost for Subloops should be \$126.

RESPONSE:

Qwest admits that during the "August 2, 2001" conference call, which took place August 1st, it advised Ruby Ranch that the non-recurring cost for Subloops is \$ 126.49.

Colorado
Docket No. 01B-493T
RRICA 01-074-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 074-A

Admit that as of August 3, 2001, Qwest took the position that the non-recurring cost for Subloops should be \$126.

RESPONSE:

Qwest admits that as of August 3, 2001, Qwest took the position that the nonrecurring cost for Subloops should be \$126.49.

Colorado
Docket No. 01B-493T
RRICA 01-075-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 075-A

Admit that during the August 2, 2001 conference call, Qwest took the position that a quote preparation fee of \$1707 would have to be paid by the Coop prior to any field connection point being installed.

RESPONSE:

Qwest admits that during the "August 2, 2001" conference call, which took place August 1st, Qwest advised Ruby Ranch that a quote preparation fee of \$1707 would have to be paid by the Coop prior to any field connection point being installed.

Colorado
Docket No. 01B-493T
RRICA 01-076-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 076-A

Admit that during the August 2, 2001 conference call, Qwest failed to provide support for the \$1707 price.

RESPONSE:

Qwest denies that it did not provide support for the \$ 1707 price.

Colorado
Docket No. 01B-493T
RRICA 01-077-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 077-A

Admit that as of August 3, 2001, Qwest had not provided support for the \$1707 price.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest denies that as of August 3, 2001, Qwest has not provided support for the \$1707 price.

Colorado
Docket No. 01B-493T
RRICA 01-078-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 078-A

Admit that on August 14, 2001, Qwest dropped the \$21.32 monthly rate to \$15.12.

RESPONSE:

Qwest denies that it "dropped" the monthly rate. The PUC ordered rates and zones did not change. What changed was Qwest's understanding of what pricing zone Ruby Ranch was in. See also Qwest's response to Admission Request 62.

Colorado
Docket No. 01B-493T
RRICA 01-079-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 079-A

Admit that during the August 15, 2001 conference call, Qwest dropped the amount of required insurance to one million dollars.

RESPONSE:

Qwest admits that on the August 15, 2001 conference call it agreed that, based on Ruby Ranch's proposed business plan, only \$1M in general liability coverage was required.

Colorado
Docket No. 01B-493T
RRICA 01-080-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 080-A

Admit that during the August 15, 2001 conference call, Qwest maintained its position as to the \$126 and \$1707 prices.

RESPONSE:

Qwest admits that on the August 15, 2001 conference call it maintained its position as to the \$ 126.49 and \$ 1707 prices.

Colorado
Docket No. 01B-493T
RRICA 01-081-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 081-A

Admit that as of August 16, 2001, Qwest had not explained how it decides whether to charge a "base rate area" or "zone 1" or "zone 2" or "zone 3" rate for Subloops.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objection, Qwest denies that as of August 16, 2001 it had not explained how it decides whether to charge "base rate area" or "zone 1" or "zone 2" or "zone 3" rate for Subloops.

Colorado
Docket No. 01B-493T
RRICA 01-083-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 083-A

Admit that during an August 1, 2001 telephone conference , the Coop asked Qwest for supporting data for Qwest's \$126 nonrecurring charge for Subloops.

RESPONSE:

Qwest admits that during an August 1, 2001 telephone conference, the Coop asked Qwest for supporting data and was provided an explanation for Qwest's \$126.49 nonrecurring charge for subloops.

Colorado
Docket No. 01B-493T
RRICA 01-084-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 084-A

Admit that during an August 1, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$1707 quote preparation fee.

RESPONSE:

Qwest admits that during an August 1, 2001 telephone conference, the Coop asked Qwest for supporting data and was provided an explanation for Qwest's \$1707 quote preparation fee.

Colorado
Docket No. 01B-493T
RRICA 01-085-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 085-A

Admit that during an August 15, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$126 nonrecurring charge for Subloops.

RESPONSE:

Qwest admits that during an August 15, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$ 126.49 nonrecurring charge for subloops.

Colorado
Docket No. 01B-493T
RRICA 01-086-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 086-A

Admit that during an August 15, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$1707 quote preparation fee.

RESPONSE:

Qwest admits that during an August 15, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$ 1707 quote preparation fee.

Colorado
Docket No. 01B-493T
RRICA 01-087-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 087-A

Admit that during an August 27, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$126 nonrecurring charge for Subloops.

RESPONSE:

Qwest denies that the non-recurring charge for Subloops was discussed on the August 27th call.

Colorado
Docket No. 01B-493T
RRICA 01-088-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 088-A

Admit that during an August 27, 2001 telephone conference, the Coop asked Qwest for supporting data for Qwest's \$1707 quote preparation fee.

RESPONSE:

Qwest denies that the quote preparation fee was discussed on the August 27th call.

Colorado
Docket No. 01B-493T
RRICA 01-089-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 089-A

Admit that as of November 9, 2001, the Coop asked Qwest for supporting data for Qwest's \$126 nonrecurring charge for Subloops.

RESPONSE:

Qwest admits that as of November 9, 2001, the Coop asked Qwest for supporting data for Qwest's \$ 126.49 nonrecurring charge for subloops.

Colorado
Docket No. 01B-493T
RRICA 01-090-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 090-A

Admit that as of November 9, 2001, the Coop asked Qwest for supporting data for Qwest's \$1707 quote preparation fee.

RESPONSE:

Qwest admits that as of November 9, 2001, the Coop asked Qwest for supporting data for Qwest's \$ 1707 quote preparation fee.

Colorado
Docket No. 01B-493T
RRICA 01-091-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 091-A

Admit that on August 27, 2001, Qwest proposed to drop its insurance requirements if the Coop were to pay prices higher than those proposed by Qwest in its SGAT?

RESPONSE:

Qwest objects to this Admission Request as the request is not reasonably calculated to lead to the discovery of admissible evidence, and is also overbroad. Notwithstanding and without waiving the objections, Qwest denies that on August 27th 2001 it proposed to drop its insurance requirement if the Coop were to pay prices higher than those proposed by Qwest in its SGAT.

Colorado
Docket No. 01B-493T
RRICA 01-092-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 092-A

Admit that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$126 nonrecurring charge for Subloops is non-negotiable.

RESPONSE:

Qwest admits that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$126.49 nonrecurring charge for Subloops was a standard price offered to CLECs and that Qwest was not willing to negotiate a separate rate for Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-093-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 093-A

Admit that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$1707 quote preparation fee is non-negotiable.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest admits that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$ 1707 quote preparation fee was a standard price offered to all CLECs and that Qwest was not willing to negotiate a separate rate for Ruby Ranch.

Colorado
Docket No. 01B-493T
RRICA 01-094-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 094-A

Admit that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$126 nonrecurring charge for Subloops is available only on a take-it-or-leave-it-basis.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest denies that it used the term take-it-or-leave it in discussions with Ruby Ranch. Qwest admits that between July 26, 2001 and December 10, 2001 Qwest's position regarding an interconnection agreement with the Coop is that the \$126.49 nonrecurring charge for Subloops is the rate that is quoted to all CLECs and Qwest was not agreeable to negotiating a separate rate for Ruby Ranch. Qwest has explained to the Coop on numerous occasions that it cannot discriminate against other competitive local exchange carriers in the state by offering the Coop a different price than it charges the other carriers.

Colorado
Docket No. 01B-493T
RRICA 01-095-A

INTERVENOR: Ruby Ranch Internet Cooperative Association

REQUEST NO: 095-A

Admit that between July 26, 2001 and December 10, 2001, Qwest's position regarding an interconnection agreement with the Coop is that the \$1707 quote preparation fee is available only on a take-it-or-leave-it basis.

RESPONSE:

Qwest objects to this request as too vague and ambiguous for Qwest fairly to admit or deny. Notwithstanding and without waiving the objections, Qwest denies that it used the term take-it-or-leave-it in discussions with Ruby Ranch. Qwest admits that that between July 26, 2001 and December 10, 2001 Qwest's position regarding an interconnection agreement with the Coop is that the \$ 1707 quote preparation charge is the rate that is quoted all CLECs and Qwest was not agreeable to negotiating a separate rate for Ruby Ranch. Qwest has explained to the Coop on numerous occasions that it cannot discriminate against other competitive local exchange carriers in the state by offering the Coop a different price than it charges the other carriers.