

EXHIBIT 4

Resolved Issues List

COX LIST OF RESOLVED ISSUES

4/18/01

Cox Proposed Language	BA Proposed Language
[Propose to Delete]	3.2 The Parties agree that the performance of the terms of this Agreement will satisfy BA's obligation to provide Interconnection under Section 251 of the Act, and the requirements of the Checklist under Section 271 of the Act.
[Propose to Delete]	4.3.7 Under any of the architectures described in this subsection 4.2, and subject to mutual agreement between the Parties, either Party may utilize the Traffic Exchange Trunks for the termination of InterLATA Toll Traffic that originates with one Party's customer and is delivered by that Party directly to the other Party without any intervening carrier. Such traffic shall be handled in accordance with the terms contained in Section 5 and pursuant to the other Party's Switched Exchange Access Service Tariffs. The other Party's Switched Exchange Access Service rates shall apply to such facilities.
[Cox MFN'd into transit arrangement between Cox and VZ-RI.]	7.3.1 Transit Service provides Cox...
11.1 BA shall offer to Cox nondiscriminatory access to Network Elements as set forth in Sections 11.x through 11.xx on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of, this Agreement and all Applicable Law.	11.1 In accordance with, but only to the extent required by, Applicable Law, , and in accordance with the terms, conditions and provisions of this Agreement, BA shall offer to Cox nondiscriminatory access to Network Elements as set forth in this Section 11 on an unbundled basis at any technically feasible point pursuant to.
11.1.2 To the extent that BA is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law. In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a Network Element to Cox, the terms,	11.1.2 To the extent that BA is required by a change in Applicable Law to provide a Network Element on an unbundled basis to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable tariff of BA (a "BA UNE Tariff"). Notwithstanding the foregoing, the Parties will, upon written request, negotiate in good faith an amendment to this Agreement that includes additional terms and conditions for the Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms and conditions for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with Applicable Law and the BA UNE Tariff. In the absence of a BA UNE Tariff, to the extent that BA is required by Applicable Law to provide a Network

Cox Proposed Language	BA Proposed Language
<p>conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to BA's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.</p>	<p>Element to Cox, the terms, conditions and prices for such Network Element (including, but not limited to, the terms and conditions defining the Network Element and stating when and where the Network Element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance, and billing) shall be as provided in this Agreement. In the absence of a BA UNE Tariff and if there is a conflict between the terms and provisions of this Agreement and Applicable Law governing the provision of a Network Element, prior to BA's provision of such Network Element and upon the written request of either Party, the Parties will negotiate in good faith an amendment to this Agreement so that the Agreement includes terms, conditions and prices for the network element (including, but not limited to, the terms and conditions defining the network element and stating when and where the network element will be available and how it will be used, and terms, conditions and prices for pre-ordering, ordering, provisioning, repair, maintenance and billing) that are consistent with such Applicable Law.</p>
<p>11.3 Subject to Section 11.1 and subsection 11.8, BA shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this Section 11.3, and Applicable Law.</p> <p>11.9.2 BA shall provide Cox access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if Cox requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Cox. If, however, no spare physical Loop is available, BA shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to BA to provide the Loop through the demultiplexing of the integrated digitized Loop(s). Cox may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, Cox may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(s). Notwithstanding anything to the contrary in this Agreement, BA's standard provisioning intervals shall not apply to Loops provided under this subsection 11.9.2.</p>	<p>11.3 Subject to Section 11.1 and subsection 11.8, BA shall allow Cox to access the following Loop types (in addition to those Loops available under applicable Tariffs) unbundled from local switching and local transport in accordance with the terms and conditions set forth in this subsection 11.23</p> <p>11.9.2 BA shall provide Cox access to its Loops at each of BA's Wire Centers for Loops terminating in that Wire Center. In addition, if Cox requests one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, BA shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no additional charge to Cox. If, however, no spare physical Loop is available, BA shall within three (3) business days of Cox's request notify Cox of the lack of available facilities. Cox may then at its discretion make a Network Element Bona Fide Request to BA to provide the Loop through the demultiplexing of the integrated digitized Loop(s). Cox may also make a Network Element Bona Fide Request for access to Loops at the Loop concentration site point. Alternatively, Cox may choose to avail itself of BA's Special Construction services, as set forth in Exhibit A, for the provisioning of such Loop(s). Notwithstanding anything to the contrary in this Agreement, BA's standard provisioning intervals and the Performance Measurement Results set forth in subsection 26, respectively, shall not apply to Loops provided under this subsection 11.9.2</p>
<p>[Propose to delete.]</p>	<p>11.9.6 If as the result of Cox Customer actions (i.e., Customer Not Ready ("CNR")), BA cannot complete</p>

Cox Proposed Language	BA Proposed Language
	requested work activity when a technician has been dispatched to the Cox Customer premises, Cox will be assessed a non-recurring charge associated with this visit. This charge will be the sum of the applicable Service Order charge specified in Exhibit A and the Premises Visit Charge as specified in BA's applicable retail Tariff.
11.10.2 A Network Element obtained by Cox from BA under this subsection 11.10 may be used only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.	11.10.2 A Network Element obtained by Cox from BA under this subsection 11.10 may be used only to provide a Telecommunications Service, including obtaining billing and collection, transmission, and routing of the Telecommunications Service.
11.11.4.1(i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived and	11.11.4.1(i) If BA requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from Cox and
11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and Cox will reschedule and BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.	11.11.5 If Cox is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If BA is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, BA and Cox will reschedule and, upon request from Cox, BA will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.
<p>11.13.2.1 Subject to Applicable Law, Cox may order and BA shall provide the 'UNE Platform' Combination (e.g., an existing combination of unbundled loop, unbundled local switching, unbundled shared transport) and any additional Combination provided by BA pursuant to the Bona Fide Request process. Such Combination may thereafter be identified and described by Cox so that it can be ordered and provisioned as a Combination and shall not require the enumeration of each Network Element within that Combination on each provisioning order; provided that in each case Cox shall specify on each order the type of service to be provided as well as any necessary engineering and routing characteristics (e.g., redundancy requirements and data transfer rates) Cox requests for such Combination.</p> <p>11.13.2.2 Cox may order from BA multiple individual Network Elements on a single order without the need to have Cox send an order for each such Network Element if such Network Elements are (i) for a single type of service, (ii) for a single location and (iii) for the same account.</p> <p>11.13.2.3 When Cox orders Network Elements or Combinations that provide the same functionality as a bundled (resold) service, and which are currently</p>	<p>11.13.2.1 In accordance with, but only to the extent required by Applicable Law, Cox may order and BA shall provide an existing combination of unbundled loop, unbundled local switching, unbundled shared transport, also known as a "UNE Platform" Combination. In accordance with Appendix B-2, Bell Atlantic/GTE Unbundled Network Elements Ordered Application-Application (LSR) of "<u>In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, BA shall provide to Cox electronic ordering capability for "UNE Platform" Combinations</u></p> <p>11.13.2.2 When Cox orders a Combination of Network Elements that are currently interconnected and functional, BA will provide such Combination of Network Elements on an interconnected and functional basis unless Cox requests otherwise. BA's rates for Combinations of Network Elements will be in accordance with Applicable Law.</p>

Cox Proposed Language	BA Proposed Language
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~~interconnected and functional and remain interconnected to the same adjacent Network Elements, such Network Elements and Combinations will remain interconnected and functional without any disconnection or disruption of functionality. There shall be no charge (e.g., "glue" charge) for such interconnection, except for any applicable service order charge.~~

~~11.13.2.4 To the extent required by Applicable Law, BA shall provide unbundled Network Elements in a manner that allows Cox to combine such elements in order to provide Telecommunications Service.~~

~~11.13.4 Conversion of Special Access to Loop-Transport Combinations:~~

~~11.13.4.1 The Parties acknowledge that special access services are ordinarily provided through a combination of channel terminations and dedicated interoffice mileage. Special access services that are eligible for conversion can be converted to a Combination of unbundled Loop and unbundled transport. Bell Atlantic will provide loop transport Combinations to Cox if Cox certifies that the loop transport Combination will be used to provide a significant amount of local exchange service and if applicable, associated Switched Exchange Access Service. It is presumed that Cox is providing a significant amount of local exchange service if it meets one of the following three circumstances:~~

~~a. Cox certifies that it is the exclusive provider of a Customer's local exchange service. The loop transport Combinations must terminate at Cox's Collocation arrangement in at least one Bell Atlantic Central Office. This option does not allow loop transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option, Cox is the Customer's only local service provider.~~

~~b. Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local dialtone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The loop transport Combination must terminate at Cox's Collocation arrangement in at least one Bell Atlantic Central Office. This option does not allow loop transport Combinations to be connected to Bell Atlantic's tariffed services.~~

11.13.3 Conversion of Special Access Services to Loop-Transport Combinations

11.13.3.1 Notwithstanding any other provision of this Agreement, Bell Atlantic will allow Cox to convert special access services to a Combination of unbundled Loop and unbundled transport Network Elements in accordance with, but only to the extent required by, Applicable Law. If and, to the extent that, such conversions are required under Applicable Law, Bell Atlantic will provide such conversions on the following terms (subject to changes, if any, that Bell Atlantic makes that are required or permitted under Applicable Law, notice of which changes Bell Atlantic will provide to Cox in writing):

11.13.3.1.1 The Parties acknowledge that special access services are ordinarily provided through channel terminations together with dedicated interoffice mileage. Special access services that are eligible, under Applicable Law, for conversion may be converted to a Combination of unbundled Loop and unbundled transport Network Elements pursuant to the terms of this Section 11.13.3. Bell Atlantic will convert a special access circuit to a Loop-transport Combination if Cox (1) appropriately identifies the subject circuit (i.e., Cox notifies Bell Atlantic in an electronic file format agreed to by the Parties of the applicable BAN, circuit ID, NC code, primary NCI code, secondary NCI code, ACTL CLLI of circuit ID, CFA, PIU, class of service, USOC, USOC quantities, billed rate per USOC, discount plan, start date of plan, and end date of plan), (2) certifies in writing, as set forth below, that the identified Loop-transport Combination will be used to provide a significant amount of local exchange service to a particular Cox end user Customer and if applicable, associated Switched Exchange Access Service to such Cox end user Customer (such certification specifying, among other things, the option under which Cox is making the certification), and (3) also meets the other requirements set forth in this Section 11.13.3. It is presumed that Cox is providing a significant amount of local exchange service to a particular Cox end user Customer if it meets each of the

~~e. Cox certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least 50 percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow loop-transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option only, Collocation is not required.~~

~~11.13.4.2 The physical facilities used to provide a special access service to a COX must be the same facilities that will provide a loop-transport Combination requested by Cox, and Bell Atlantic will not rearrange such facilities in connection with a conversion.~~

~~11.13.4.3 Bell Atlantic has the right to audit to confirm Cox's compliance with the local usage requirements. Bell Atlantic will hire and pay for an independent auditor to perform the audit, using the records that Cox keeps in the normal course of business, and Cox will reimburse Bell Atlantic if the audit uncovers noncompliance with the local usage options. Such an audit by BA will only be undertaken when BA has a specific concern, which is communicated to Cox, that Cox has not met the above criteria for providing a significant amount of local exchange service. Bell Atlantic will provide at least 30 days' written notice to COX that has purchased a combination of unbundled loop and transport network elements that it will conduct an audit. Bell Atlantic will not conduct more than one audit of Cox in any calendar year unless the audit finds noncompliance.~~

criteria set forth in one of the following three circumstances:

(a) Cox certifies that it is the exclusive provider of a Customer's local exchange service. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Bell Atlantic Central Office. This option does not allow Loop-transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option, Cox is the Customer's only local service provider; or

(b) Cox certifies that it provides local exchange and Exchange Access service to the Customer's premises and handles at least one third of the Customer's local traffic measured as a percent of total Customer local dialtone lines; and for DS1 circuits and above, at least fifty (50) percent of the activated channels on the Loop portion of the Loop-transport Combination have at least five (5) percent local voice traffic individually, and the entire Loop facility has at least ten (10) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. The Loop-transport Combination must terminate at Cox's Collocation arrangement in at least one Bell Atlantic Central Office. This option does not allow Loop-transport Combinations to be connected to Bell Atlantic's tariffed services; or

(c) Cox certifies that at least fifty (50) percent of the activated channels on a circuit are used to provide originating and terminating local dialtone service and at least fifty (50) percent of the traffic on each of these local dialtone channels is local voice traffic, and that the entire Loop facility has at least thirty-three (33) percent local voice traffic. When a Loop-transport Combination includes multiplexing (e.g., DS1 multiplexed to DS3 level), each of the individual DS1 circuits must meet these criteria. This option does not allow Loop-transport Combinations to be connected to Bell Atlantic's tariffed services. Under this option only, Collocation is not required.

11.13.3.1.2 The physical facilities used to provide a special access service to Cox must be the same facilities that will provide a Loop-transport Combination requested by Cox, and Bell Atlantic will not rearrange such facilities in connection with a conversion.

11.13.3.1.3 In addition to and without in any way limiting the audit rights provided elsewhere in this Agreement, Bell Atlantic has the right to perform limited audits only to the extent reasonably necessary to confirm Cox's compliance with the local usage

Cox Proposed Language	BA Proposed Language
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	<p>requirements. Bell Atlantic will hire and pay for an independent auditor to perform any such audit, using the records that Cox keeps in the normal course of business (Cox hereby agreeing that it will maintain appropriate records that it can rely upon to support its local usage certifications), and Cox will promptly reimburse Bell Atlantic for the cost of such audit if the audit uncovers noncompliance with the local usage option to which Cox certified. Bell Atlantic will provide at least thirty (30) days' written notice to Cox prior to conducting any audit. Bell Atlantic will not conduct more than one (1) audit of Cox in any calendar year unless the audit finds noncompliance.</p> <p>11.13.3.1.4 In connection with any conversion of special access services to a Combination of unbundled Loop and unbundled transport Network Elements, Cox agrees that it will promptly pay to Bell Atlantic (or, at Bell Atlantic's option, accedes to Bell Atlantic's set-off against any amounts otherwise owed to Cox) any termination liabilities and/or minimum service period charges under Bell Atlantic's applicable tariffs with respect to Cox ceasing to purchase the subject special access services that are being converted to a Loop-transport Combination.</p>
<p>11.14.1 BA shall make NIDs available to Cox at the rates set forth in Exhibit A. BA shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). Cox acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify Cox in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If BA files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), BA shall bill Cox, and Cox shall pay to BA, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by BA to Cox pursuant to this Section 11.14.1 of such Rate that BA files with the Commission shall be deemed to be a part of Exhibit A immediately after BA sends such notice to Cox and thereafter. If BA does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties <u>and incorporated by amendment to this Agreement.</u></p>	<p>11.14.1 BA shall make NIDs available to [CLEC] at the rates set forth in Exhibit A. BA shall provide access to 4-Wire 56 kbps Loops, DS-3 Loops, Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables subject to charges based on rates and/or rate structures that are consistent with Applicable Law (rates and/or rate structures for access to 4-Wire 56 kbps Loops, DS-3 Loops, NIDs Combinations, Sub-Loops, Dark Fiber Loops, Dark Fiber IOF and House and Riser Cables, collectively, the "Rates" and, individually, a "Rate"). [CLEC] acknowledges that the Rates are not set forth in Exhibit A as of the Effective Date but that BA is developing the Rates and BA has not finished developing the Rates as of the Effective Date. When BA finishes developing a Rate, BA shall notify [CLEC] in writing of such Rate in accordance with, and subject to, the notices provision of this Agreement. If BA files such Rate with the Commission (e.g., in a Tariff or in a Commission proceeding), BA shall bill [CLEC], and [CLEC] shall pay to BA, for services provided under this Agreement on the Effective Date and thereafter in accordance with such Rate, subject to Section 11.14.2 of this Agreement. Any notice provided by BA to [CLEC] pursuant to this Section 11.14.1 of such Rate that BA files with the Commission shall be deemed to be a part of Exhibit A immediately after BA sends such notice to [CLEC] and thereafter. If BA does not file such Rate with the Commission, the Rate shall be mutually agreed to by the Parties in writing</p>

Cox Proposed Language	BA Proposed Language
<p>19.1.4 BA will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. Cox's Directory Listings information. The Parties acknowledge that to the extent Cox's Directory Listings information is included in BA's directory publications and its databases for directory assistance-type services, Cox's Directory Listings information will not be treated as Proprietary Information.</p>	<p>19.1.4 BA will treat Cox's Directory Listings information as Proprietary Information, in accordance with Section 28.4.2. For purposes of this Agreement, Cox's Directory Listings Information means subscriber name, address and telephone number information together with information that identifies the subscriber as a Customer of Cox. Subscriber name, address and telephone number information that does not identify the subscriber as a Customer of Cox is not Proprietary Information.</p>
<p>26.2.1 To the extent required by the FCC Order in "In the Matter of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), BA shall provide performance measurement results ("Performance Measurement Results") to Cox.</p>	<p>26.2.1 To the extent required by Appendix D, ("Conditions"), Section V, "Carrier-to-Carrier Performance plan (Including Performance Measurements)," and Attachment A, "Carrier-to-Carrier Performance Assurance Plan," of "In re Application of GTE Corporation, Transferor, and Bell Atlantic Corporation, Transferee, For Consent to Transfer of Control of Domestic and International Section 214 and 310 Authorizations and Application to Transfer Control of a Submarine Cable Landing License, Memorandum Opinion and Order, FCC CC Docket No. 98-184, (June 16, 2000), as amended from time to time, BA shall provide performance measurement results to Cox.</p>
<p>26.2.2 The Parties agree that the information in the Performance Measurement Results is confidential and proprietary, and shall be used by The Parties solely for internal performance assessment purposes, for purposes of joint Cox and BA assessments of service performance, and for reporting to the Commission, the FCC, or courts of competent jurisdiction, under cover of an agreed upon protective order, for the sole purpose of enforcing BA's obligations hereunder. The Parties shall not otherwise disclose this information to third parties.</p>	<p>[Propose to delete.]</p>
<p>26.2.3 The Parties agree Performance Measurement Results adopted by the Agreement may be renegotiated to reflect the outcome of the Commission's proceedings in docket PUC 960111 and related dockets.</p>	<p>26.2.2 Upon request by either Party, to the extent required by Applicable Law, the Parties shall negotiate in good faith any amendment to this Agreement that is required to implement an order of the Commission adopting a carrier-to-carrier service quality performance assurance plan.</p>
<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any final decision, final order or final determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided hereunder, then the providing Party may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination, as follows: the Parties agree to work cooperatively to develop an orderly and efficient transition process for discontinuation of provisioning of such Network Element, service, facility, arrangement or benefit. Unless otherwise agreed to by the Parties (or required</p>	<p>27.4 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that BA is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to Cox hereunder, then BA may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing thirty (30) days prior written notice to Cox, unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period</p>

Cox Proposed Language	BA Proposed Language
<p>by Applicable Law), the transition period shall be at most three (3) months from the date that the FCC (or other applicable governmental entity of competent jurisdiction) releases to the public such final decision, determination or order that BA is not required to provision a particular Network Element, service, facility, arrangement or benefit. The Parties agree to, upon written request, modify by amendment the terms of the Agreement to reflect the discontinuation of such Network Element, service or arrangement.</p>	<p>and/or conditions shall apply.</p>
<p>SCHEDULE 4.2 Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein. 3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to: (a) Cox, at the Cox-IP in which the Traffic is to terminate.</p>	<p>SCHEDULE 4.2 Each Party shall provide the other Party with Interconnection to its network at the following points for transmission, routing and termination subject to the availability of facilities. Compensation for such facilities will be as set forth in Exhibit A or as provided elsewhere herein. 3. For the termination of Transit Traffic from an ITC, wireless carrier, or other CLEC to: (a) Cox, at the Cox-IP in which the Traffic is to terminate. (b) BA, at the BA IP in the LATA in which the Traffic is to terminate.</p>
<p>Exhibit A (Various)</p>	<p>Exhibit A (Various)</p>
<p>Mechanism for MFN</p>	<p>Mechanism for MFN</p>



EXHIBIT 5

Personnel List

EXHIBIT 5

INDIVIDUALS WITH KNOWLEDGE OF UNRESOLVED ISSUES

The following are the individuals with knowledge of the Unresolved Issues described in this proceeding upon whom Cox intends to rely at this time. Cox reserves the right to amend this list in the future to the extent that it identifies additional individuals upon whom it will rely or that it concludes that the individuals listed here no longer have responsibility for one or more of the issues for which they are now responsible.

Name	Issues	Role
Francis Collins	All	Witness
Marvel Vigil	All	Support
Jill Butler	I.3 (collocation by Cox) I.9 (Cox rates)	Support
Donald Crosby	All	Counsel
J.G. Harrington	All	Counsel

EXHIBIT 6

Statement of Relevant Authority

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of

Petition of Cox Virginia Telcom, Inc.)	
Pursuant to Section 252(e)(5) of the)	CC Docket No. 00-249
Communications Act for Preemption)	
Of the Jurisdiction of the Virginia)	
State Corporation Commission)	
Regarding Interconnection Disputes)	
With Verizon Virginia, Inc. and)	
For Arbitration)	

STATEMENT OF RELEVANT AUTHORITY

COX VIRGINIA TELCOM, INC.

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I.4. SECTION 251(C)(2) OF THE ACT DOES NOT PERMIT VZ-VA TO DICTATE THE VOLUME OF TRAFFIC ON A TRUNK GROUP USED BY COX TO SEND TRAFFIC TO A VZ-VA TANDEM SWITCH FOR TERMINATION TO A VZ-VA END OFFICE.	6
I.5. VZ-VA MAY NOT BE PERMITTED TO TREAT DIAL-UP CALLS TO INTERNET SERVICE PROVIDERS ("ISPS") AS NON-COMPENSABLE TRAFFIC FOR PURPOSES OF RECIPROCAL COMPENSATION.	7
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Statement of Relevant Authority

The *Public Notice* requires petitioners to provide a statement of relevant authority, organized on an issue-by-issue basis, that identifies any proceeding pending before the Virginia State Corporation Commission (the “VSCC”) or the Federal Communications Commission (the “Commission”) relating to the Unresolved Issues and that discusses all federal and state statutory, judicial and regulatory authority relating to those issues.¹ Cox Virginia Telcom, Inc. (“Cox”) has identified relevant authority as follows for each of the Unresolved Issues set forth in Exhibit 1 hereto (Statement of Unresolved Issues):

I.1. VZ-VA MAY NOT, THROUGH ITS DESIGNATIONS OF INTERCONNECTION POINTS OR BY DISCOUNTING THE COMPENSATION IT OWES COX, REQUIRE COX TO PAY FOR VZ-VA’S DELIVERY OF VZ-VA’S TRAFFIC TO COX’S NETWORK.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

The Commission has held that Section 251(c)(2) of the Act imposes the obligation to offer interconnection at any feasible point *only* upon ILECs, such as Verizon-Virginia, Inc. (“VZ-VA”). 47 U.S.C. § 251(c)(2); Implementation of the Telecommunications Act of 1995, *First Report and Order*, 11 FCC Rcd 15499, 15608, 16109 (1996) (“*First Report and Order*”). Although section 251(h) of the Act empowers the Commission to rule that a local exchange carrier is to be treated as an ILEC under certain circumstances, no such ruling has been rendered by the Commission in Cox’s case. Further, section 51.223 of the Commission’s rules, 47 C.F.R.

¹ Procedures Established for Arbitration of Interconnection Agreements Between Verizon and AT&T, Cox and WorldCom, *Public Notice*, DA 01-270, CC Docket Nos. 00-218, 00-249 and 00-251, rel. Feb. 1, 2001 (the “*Public Notice*”).

§ 51.223, states: “A state may not impose the obligations set forth in section 251(c) of the Act on a LEC that is not classified as incumbent LEC as defined in section 251(h)(1) of the Act, unless the Commission issues an order declaring that such LECs or classes or categories of LECs should be treated as incumbent LECs.”

Since Cox may not be treated as an ILEC, it is subject only to the interconnection requirements of Section 251(a)(1) of the Act, which the Commission has held are satisfied by direct or indirect interconnection. 47 U.S.C. § 251(a)(1); *First Report and Order*, 11 FCC Rcd at 15991. The Commission also has held that CLECs are entitled to decide where they will interconnect with ILECs. *Id.* at 15608 (CLECs may determine economically efficient points of interconnection). Further, the Commission’s rules provide that ILECs may not assess charges for traffic that originates on their networks. 47 C.F.R. § 51.703(b). VZ-VA’s proposal concerning the designation of “geographically relevant” interconnection points would have the effect of charging Cox additional fees for local traffic and therefore is inconsistent with this requirement.

With respect to state law, 20 VAC 5-400-180 (F)(1) states: “Interconnection agreements between local exchange carriers shall make available network features, functions, interface points, and other service elements on an unbundled basis.” However, the VSCC has never treated Rule 180(F) as requiring anything different from or contrary to the Commission’s *First Report and Order* or the Commission’s Part 51 Rules. During the VSCC’s extensive arbitration litigation in 1996 and 1997, the VSCC imposed interconnection, unbundling, collocation, and resale obligations only upon the ILEC, consistent with the Commission’s interpretation of 47 U.S.C. § 251(c). Rule 180(F) was not invoked to make the obligations mutual and symmetrical for both ILECs and CLECs.

I.2. VZ-VA MAY NOT REQUIRE THAT COX ELIMINATE ITS MILEAGE-SENSITIVE RATE ELEMENT AS A COMPONENT OF ITS ENTRANCE FACILITIES RATE.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

The Commission's rules provide that "[a] LEC may not assess charges on any other carrier for transport or termination of local telecommunications traffic that originates on the LEC's network." 47 C.F.R. § 51.703(b). VZ-VA's proposal restricting Cox's rates for entrance facilities would have the effect of charging Cox additional fees for local traffic and therefore is inconsistent with this requirement.

Further, VZ-VA's proposal is inconsistent with the Commission's conclusion in the *First Report and Order* that, because "the incumbent and the new entrant are co-carriers and each gains value from the interconnection arrangement," each party should "bear a reasonable portion of the economic costs of the arrangement." *First Report and Order*, 11 FCC Rcd at 15781.

In addition, by restricting charges the proposal would limit Cox's ability to interconnect at any feasible point. The Commission has held that Section 251(c)(2) of the Act imposes the obligation to offer interconnection at any feasible point *only* upon ILECs, such as VZ-VA. 47 U.S.C. § 251(c)(2); *First Report and Order*, 11 FCC Rcd at 15608, 16109. Although section 251(h) of the Act empowers the Commission to rule that a local exchange carrier is to be treated as an ILEC under certain circumstances, no such ruling has been rendered by the Commission in Cox's case. Further, section 51.223 of the Commission's rules, 47 C.F.R. § 51.223, states: "A state may not impose the obligations set forth in section 251(c) of the Act on a LEC that is not classified as incumbent LEC as defined in section 251(h)(1) of the Act, unless the Commission

issues an order declaring that such LECs or classes or categories of LECs should be treated as incumbent LECs.” Accordingly, Cox is subject only to the interconnection requirements of Section 251(a)(1) of the Act, which the Commission has held are satisfied by direct or indirect interconnection. 47 U.S.C. § 251(a)(1); *First Report and Order*, 11 FCC Rcd at 15991.

With respect to state law, 20 VAC 5-400-180 (F)(1) states: “Interconnection agreements between local exchange carriers shall make available network features, functions, interface points, and other service elements on an unbundled basis.” However, the VSCC has never treated Rule 180(F) as requiring anything different from or contrary to the Commission’s *First Report and Order* or the Commission’s part 51 Rules. During the VSCC’s extensive arbitration litigation in 1996 and 1997, the VSCC imposed interconnection, unbundling, collocation, and resale obligations only upon the ILEC, consistent with the Commission’s interpretation of 47 U.S.C. § 251(c). Rule 180(F) was not invoked to make the obligations mutual and symmetrical for both ILECs and CLECs.

I.3. 47 U.S.C. § 251(C)(6) AND 47 C.F.R. § 51.223(A) DO NOT PERMIT VZ-VA TO COMPEL COX TO FURNISH VZ-VA COLLOCATION AT COX FACILITIES IN THE SAME MANNER THAT VZ-VA, AS AN ILEC, IS COMPELLED TO FURNISH COLLOCATION TO COX AT VZ-VA FACILITIES.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

Section 251(c)(6) of the Act requires ILECs and only ILECs to provide collocation. 47 U.S.C. § 251(c)(6); *First Report and Order*, 11 FCC Rcd at 15787, 16109. Although section 251(h) of the Act empowers the Commission to rule that a local exchange carrier is to be treated as an ILEC under certain circumstances, no such ruling has been rendered by the Commission in

Cox's case. Further, section 51.223 of the Commission's rules, 47 C.F.R. § 51.223, states: "A state may not impose the obligations set forth in section 251(c) of the Act on a LEC that is not classified as incumbent LEC as defined in section 251(h)(1) of the Act, unless the Commission issues an order declaring that such LECs or classes or categories of LECs should be treated as incumbent LECs." Accordingly, Cox is subject only to the interconnection requirements of Section 251(a)(1) of the Act, which the Commission has held are satisfied by direct or indirect interconnection. 47 U.S.C. § 251(a)(1); *First Report and Order*, 11 FCC Rcd at 15991.

In *Petition of MCI Telecommunications and MCI Metro Access Transmission Services of Virginia, Inc.*, 1997 S.C.C. Ann. Report 233 (Case No. PUC960113, May 8, 1997), the VSCC decided that, "Neither the Act nor the [*First Report and Order*] requires CLECs to offer collocation at their premises to incumbents. Therefore, MCI is not required to offer collocation at its premises to BA-VA."²

With respect to state law, 20 VAC 5-400-180 (F)(1) states: "Interconnection agreements between local exchange carriers shall make available network features, functions, interface points, and other service elements on an unbundled basis." However, the VSCC has never treated Rule 180(F) as requiring anything different from or contrary to the Commission's *First Report and Order* or the Commission's part 51 Rules. During the VSCC's extensive arbitration litigation in 1996 and 1997, the VSCC imposed interconnection, unbundling, collocation, and resale obligations only upon the ILEC, consistent with the Commission's interpretation of 47

² MCI challenged the VSCC's arbitration decision on other grounds before the United States District Court for the Eastern District of Virginia under 47 U.S.C. § 252(e)(6), but this issue was not raised in that litigation by any party (including BA-VA). See *MCI Telecommunications Corp. v. Bell Atlantic-Virginia, Inc.*, 1998 U.S. Dist. LEXIS 17558 (July 1, 1998), *aff'd in part, rev'd in part, sub nom. AT&T Communications of Virginia, Inc. v. Bell-Atlantic, Inc.*, 197 F.3d 663 (4th Cir. 1999).

U.S.C. § 251(c). Rule 180(F) was not invoked to make the obligations mutual and symmetrical for both ILECs and CLECs.

I.4. SECTION 251(C)(2) OF THE ACT DOES NOT PERMIT VZ-VA TO DICTATE THE VOLUME OF TRAFFIC ON A TRUNK GROUP USED BY COX TO SEND TRAFFIC TO A VZ-VA TANDEM SWITCH FOR TERMINATION TO A VZ-VA END OFFICE.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

The Commission has held that Section 251(c)(2) of the Act imposes the obligation to offer interconnection at any feasible point *only* upon ILECs, such as VZ-VA. 47 U.S.C. § 251(c)(2); *First Report and Order*, 11 FCC Rcd at 15608, 16109. Although section 251(h) of the Act empowers the Commission to rule that a local exchange carrier is to be treated as an ILEC under certain circumstances, no such ruling has been rendered by the Commission in Cox's case. Further, section 51.223 of the Commission's rules, 47 C.F.R. § 51.223, states: "A state may not impose the obligations set forth in section 251(c) of the Act on a LEC that is not classified as incumbent LEC as defined in section 251(h)(1) of the Act, unless the Commission issues an order declaring that such LECs or classes or categories of LECs should be treated as incumbent LECs."

Accordingly, Cox is subject only to the interconnection requirements of Section 251(a)(1) of the Act, which the Commission has held are satisfied by direct or indirect interconnection. 47 U.S.C. § 251(a)(1); *First Report and Order*, 11 FCC Rcd at 15991. A carrier that is subject to Section 251(a)(1), but not to Section 251(c), such as a CLEC, is permitted to choose its points of

interconnection based on its own determination of what will best enhance its own operational efficiency. *Id.* at 15608.

With respect to state law, in *Commonwealth of Virginia, ex rel., State Corporation Commission, Ex Parte: To determine prices Bell Atlantic-Virginia, Inc. is authorized to charge Competitive Local Exchange Carriers in accordance with the Telecommunications Act of 1996 and applicable state law*, 1999 S.C.C. Ann. Rept. 225 (Case No. PUC970005, April 15, 1999), the VSCC prescribed prices to be paid by CLECs terminating their customers' traffic at VZ-VA offices. CLEC traffic terminated by delivery to a VZ-VA tandem is priced at nearly 50% more per minute than traffic delivered directly to an end office. This pricing differential not only compensates VZ-VA for use of its tandem, but also gives CLECs an economic incentive to deliver traffic directly to an end office if traffic volumes are significant.

I.5. VZ-VA MAY NOT BE PERMITTED TO TREAT DIAL-UP CALLS TO INTERNET SERVICE PROVIDERS ("ISPS") AS NON-COMPENSABLE TRAFFIC FOR PURPOSES OF RECIPROCAL COMPENSATION.

Other pending proceedings:

The Commission has announced that it has adopted an order in the remand of its initial reciprocal compensation proceeding. *See* Federal Communications Commission Resolves Carrier Compensation Rules for Internet Traffic, *Press Release*, Apr. 19, 2001. That order has not been released at this writing. In addition, two complaints concerning reciprocal compensation for ISP-bound traffic under existing interconnection agreements are pending at the Commission. These matters are *Starpower Communications, LLC v. Verizon South, Inc.*, File No. EB-00-MD-019, and *Cox Telcom Virginia, Inc. v. Verizon South, Inc.*, File No. EB-01-MD-006.

Relevant authority:

Under section 251(b)(5) of the Act and sections 51.701(b) and 51.703(a) of the Commission's rules, local exchange carriers are required to pay reciprocal compensation for all local calls terminated by other carriers. 47 U.S.C. § 251(b)(5); 47 C.F.R. §§ 51.701(b), 51.703(a). Nearly 20 years ago, when it adopted the ESP exemption, the Commission held that all enhanced services providers, a category that includes ISPs, should be treated as local business customers for purposes of cost recovery, and the Commission has affirmed the ESP exemption on several occasions.³ In light of the treatment of ISPs under the ESP exemption, calls to ISPs located within a local calling area must be treated as local calls for purposes of reciprocal compensation.

In 1997, the VSCC ruled that calls to ISPs were local calls and that Cox was entitled to reciprocal compensation for terminating such traffic from Bell Atlantic, Inc. *Petition of Cox Virginia Telcom, Inc. for enforcement of interconnection agreement with Bell-Atlantic, Inc. and arbitration award for reciprocal compensation for the termination of local calls to Internet service providers*, PUC970069 (October 24, 1997). Bell Atlantic filed a Notice of Appeal to the Supreme Court of Virginia, but then later requested that its appeal of this decision be withdrawn, which it was by Order dated February 10, 1998.

In 2000, the VSCC declined jurisdiction to resolve the same issue between Starpower Communications, LLC and GTE South, Incorporated, and between Cox and GTE South, Incorporated in light of the Commission's Declaratory Ruling and Notice of Proposed Rulemaking, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, CC Docket

Nos. 96-98 and 99-68 (Released February 26, 1999). *Petition of Starpower Communications, LLC for Declaratory Judgment Interpreting Interconnection Agreement with GTE South, Inc. and Petition of Cox Virginia Telcom, Inc. v. GTE South Incorporated for enforcement of interconnection agreement for reciprocal compensation for the termination of local calls to Internet Service Providers*, PUC990023 and PUC990046 (January 24, 2000). The Commission preempted the jurisdiction of the VSCC in both instances and, as described above, the proceedings are now pending before the Commission.

I.6. VZ-VA MAY NOT IMPOSE INFEASIBLE METHODS FOR DETERMINING TOLL VERSUS LOCAL TRAFFIC.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

The Commission has not addressed this issue directly in any proceeding. However, under section 251(b)(5) of the Act and sections 51.701(b) and 51.703(a) of the Commission's rules, local exchange carriers are required to pay reciprocal compensation for all local calls terminated by other local exchange carriers. 47 U.S.C. § 251(b)(5); 47 C.F.R. §§ 51.701(b), 51.703(a). Further, the *First Report and Order* holds that termination is "the switching of traffic . . . at the terminating carrier's end office switch . . . and delivery of that traffic from that switch to the called party's premises." *First Report and Order*, 11 FCC Rcd at 16015. VZ-VA's proposed method of differentiating local and toll violates this requirement because the proposed method is based on something other than the location of the NPA-NXX assignment.

³ MTS and WATS Market Structure, *Memorandum Opinion and Order*, 97 FCC 2d 682, 715 (1983) (adopting ESP exemption); Access Charge Reform, *First Report and Order*, 12 FCC Rcd 15982, 16134 (1997) (affirming continuation of exemption), *aff'd sub nom. Southwestern Bell Tel. Co. v. FCC*, 153 F.3d 523 (8th Cir 1998).

There also is no directly relevant authority under Virginia law. However, in *Petition of Cox Virginia Telcom, Inc. for enforcement of interconnection agreement with Bell-Atlantic, Inc. and arbitration award for reciprocal compensation for the termination of local calls to Internet service providers*, PUC970069 (October 24, 1997), the VSCC's order is instructive in looking to the dialing pattern to determine which traffic is local:

Calls that are placed to a local ISP are dialed by using the traditional local-service, seven-digit dialing sequence. Local service provides the termination of such calls at the ISP, and any transmission beyond that point presents a new consideration of service(s) involved.

1997 S.C.C. Ann. Rept. at 298.

I.7. VZ-VA MAY NOT REQUIRE THAT COX ENGINEER AND/OR FORECAST VZ-VA'S TRUNK GROUPS.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

Cox's interconnection obligations are described in Sections 251(a) and (b) of the Act. 47 U.S.C. § 251(a), (b). Neither of these provisions permits VZ-VS to require Cox to provide forecasts of VZ-VA's traffic to Cox. Cox is unaware of any other federal authority governing Cox's interconnection obligations that is relevant to this issue.

Cox is unaware of any relevant state authority concerning this issue.

I.8. VZ-VA MAY NOT MONITOR OR AUDIT COX'S ACCESS TO AND USE OF CUSTOMER PROPRIETY NETWORK INFORMATION MADE AVAILABLE TO COX THROUGH THE INTERCONNECTION AGREEMENT.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

Section 222 of the Act defines the obligations of carriers in connection with the use and dissemination of CPNI. 47 U.S.C. § 222. These obligations apply to all carriers and therefore cover both Cox and VZ-VA. Cox is unaware of any other relevant federal authority concerning this issue.

Cox is unaware of any relevant state authority concerning this issue.

I.9. VZ-VA MAY NOT LIMIT OR CONTROL RATES AND CHARGES THAT COX MAY ASSESS FOR ITS SERVICES, FACILITIES AND ARRANGEMENTS.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

The Act contains three provisions that permit rates to be set in an interconnection arbitration, sections 252(d)(1), (2) and (3). These provisions apply, respectively, to unbundled network elements provided by ILECs, reciprocal compensation, and wholesale resale of ILEC services. 47 U.S.C. § 252(d)(1), (2), (3). Other than rates for reciprocal compensation, no CLEC rates are subject to arbitration under the Act.⁴ Although section 251(h) of the Act empowers the Commission to rule that a local exchange carrier (LEC) is to be treated as an ILEC under certain circumstances, no such ruling has been rendered by the Commission in Cox's case. Further, section 51.223 of the Commission's rules, 47 C.F.R. § 51.223, states: "A state may not impose the obligations set forth in section 251(c) of the Act on a LEC that is not classified as incumbent LEC as defined in section 251(h)(1) of the Act, unless the Commission issues an order declaring

⁴ The Commission has held that, absent a showing that it has higher costs, a CLEC's rates for reciprocal compensation must be set equal to those of the interconnected ILEC. *First Report and Order*, 11 FCC Rcd at 16042; 47 C.F.R. § 51.711(b).

that such LECs or classes or categories of LECs should be treated as incumbent LECs.”

Accordingly, Cox may not be subjected to the rate limitations imposed on ILECs under section 251(d)(1) and (3).

In addition, under the Commission’s rules and policies, Cox is a nondominant carrier and its rates are presumptively lawful because Cox lacks market power.⁵ For that reason, the Commission has determined that it can rely on the complaint process to address the rare instance of unreasonable charges by a nondominant carrier and has detariffed the interstate services that a CLEC such as Cox would offer.⁶ Thus, there is no authority for a requirement that Cox cap its rates at any level for anything other than reciprocal compensation under an interconnection agreement with an ILEC.

20 VAC 5-400-180.D.3 applies price caps only to a CLEC’s tariffed, end user rates, not to carrier-to-carrier prices. Those prices are specified in interconnection agreements and, for CLECs, are not restricted by state law or regulation.

⁵ 47 C.F.R. § 61.3(y) (carriers not found to be dominant are non-dominant); *Tariff Filings for Nondominant Common Carriers, Memorandum Opinion and Order*, 8 FCC Rcd 6752, 6756-7 (1993) (determining that one-day notice for tariffs was sufficient because of availability of complaints and other post-filing remedies) (“*Tariff Streamlining Order*”), *vacated on other grounds, Southwestern Bell Corp. v. FCC*, 43 F.3d 1515 (D.C. Cir. 1995) (overturning range of rates provision), *readopted in relevant part* *Tariff Filing Requirements for Nondominant Carriers, Order*, 10 FCC Rcd 13653 (1995); *Policies and Rules Concerning Rates for Competitive Common Carrier Services and Facilities Authorizations Therefor, First Report and Order*, 85 F.C.C.2d 1, 31 (1980) (Non-dominant carriers “do not possess the market power necessary to sustain prices either unreasonably above or below costs . . .”).

⁶ *See* Hyperion Telecommunications, Inc., *Memorandum Report and Order and Notice of Proposed Rulemaking*, 12 FCC Rcd 8596 (1997) (detariffing competitive access services); *Policy and Rules Concerning the Interstate, Interexchange Marketplace, Second Report and Order*, 11 FCC Rcd 20730 (1996) (subsequent history omitted) (detariffing domestic interexchange services); *Tariff Streamlining Order*, 8 FCC Rcd at 6756-7 (“[A]grieved parties can . . . avail themselves of the Commission’s complaint process to seek a determination of any nondominant carrier tariff filing.”).

I.10. VZ-VA MAY NOT UNREASONABLY TERMINATE AN INTERCONNECTION AGREEMENT.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

Under sections 251(a) and 251(c) of the Act, ILECs are obligated to provide interconnection to other carriers, including CLECs. 47 U.S.C. § 251(a), (c). This obligation is confirmed by the Commission's rules. 47 C.F.R. § 51.100 (interconnection obligation of all carriers); 47 C.F.R. § 51.301 (interconnection obligations of ILECs). Unreasonable termination of an interconnection agreement would violate these obligations. Cox is unaware of any other federal authority relevant to this issue.

Cox is unaware of any relevant state authority concerning this issue.

I.11. VZ-VA MAY NOT SUMMARILY TERMINATE COX'S ACCESS TO OSS FOR COX'S ALLEGED FAILURE TO CURE ITS BREACH OF SCHEDULE 11.7 OR SECTIONS 1.5 OR 1.6.

Other pending proceedings:

Cox is unaware of any pending proceedings before the VSCC or the Commission relating to this matter.

Relevant authority:

Under section 251(c)(3) of the Act and the Commission's rules, CLECs are entitled to access to OSS as an unbundled network element. 47 U.S.C. § 251(c); 47 C.F.R. § 51.311; *see also First Report and Order*, 11 FCC Rcd at 15763. Summary and unilateral termination of access to OSS would violate these obligations. Cox is unaware of any other federal authority relevant to this issue.

Cox is unaware of any relevant state authority concerning this issue.



EXHIBIT 7

**Filings and Orders in Cox-Verizon
VSCC Arbitration Proceeding
(separately bound)**