

ISSUE VII-12

Should the Parties' interconnection agreement be burdened with detailed industry billing information when the Parties can instead refer to the appropriate industry billing forum?

AT&T Proposed §§ 5.8.4 - 5.8.7 of the Verizon/AT&T Agreement.

AT&T Reply:

AT&T needs established and enforceable billing requirements to plan, build and maintain its retail and wholesale billing and collections systems. It needs to know how information will be collected, distributed and audited. Without reliable billing standards, AT&T could very well be faced with an instance where Verizon changes the way it collects and sends billing information to AT&T, which, in turn, would require AT&T to devote a significant amount of time, energy and resources to retooling its systems to match Verizon's changed systems.

Verizon claims that the industry billing forum establishes all the necessary detailed billing information *guidelines* on which the parties can rely. The problem, however, is that these are *guidelines* only, not contractual obligations.

Guidelines, almost by definition, are not mandatory. The Ordering and Billing Forum (OBF) provides a forum for customers and providers in the telecommunications industry to identify, discuss and resolve issues which affect ordering, billing, provisioning and exchange of information about access services, other connectivity and related matters throughout the nation. One of the OBF's seven standing committees, the Billing Committee, addresses access billing related issues and maintains the Multiple Exchange Carrier Access Billing (MECAB) document, Small Exchange Carrier Access Billing (SECAB) document and the CABS Auxiliary Report Specifications (CABS)

document.⁴⁰ While it is certainly in the industry's interest to implement common resolutions for common issues, nothing in the conduct of the OBF obligates any carrier, including any RBOC, to implement a particular resolution of an issue or the guidelines developed in the forum.

A LEC can, despite the industry-wide guidelines, unilaterally impose new requirements or system upgrades that impact AT&T's billing process. In fact, under Verizon's proposal, an interconnection agreement which does not contain specified billing standards would enable Verizon to unilaterally impose new requirements or system upgrades. This simple fact, standing alone, demonstrates the inadequacy of Verizon's position.

An example illustrates the problem. The old interconnection agreement mirrored the *guidelines* of the OBF in obligating Verizon to "use its best efforts to format electronic bills" so that AT&T would have usable mechanized billing.⁴¹ To date, Verizon has not been able to provide electronic billing, and has largely ignored the industry billing forum *guideline* regarding electronic bills. Instead, Verizon has continued sending AT&T CRIS⁴² paper bills.

Aside and apart from the fact that the OBF guidelines lack teeth, they also do not address all of AT&T's billing requirements. AT&T's proposed contract language regarding billing includes several provisions which are not addressed within the OBF

⁴⁰ The other six standing committees include: the Directory Services Committee, the Interconnection Service Ordering and Provisioning Committee, the Local Service Order and Provisioning Committee, the Message Processing Committee, the SMS/800 Number Administration Committee, and the Subscription Committee.

⁴¹ AT&T-Verizon Agreement, Attachment 6, § 1.1.

⁴² "CRIS" is an acronym for the Customer Record Information System.

guidelines, such as AT&T's mechanized interface expectations, fatal edit expectations, and Billing Account Notification expectations.

As a result, OBF guidelines are insufficient, even if Verizon were willing to fully and timely implement them. AT&T needs the assurance of certain billing obligations will be implemented on the part of Verizon through contract language. Verizon's reliance on the guidelines of the OBF should be rejected and AT&T's contract provisions regarding billing issues should be adopted.

ISSUE VII-13

Should The Parties' Agreement Contain Detailed
Sections Devoted To Billing?

AT&T Proposed § 13.7 of the Verizon/AT&T Agreement.

AT&T Reply:

This issue is only slightly different from Supplemental Issue VII-12. Here, instead of pointing to the OBF guidelines, Verizon points to its own website for billing standards which will govern the parties' relationship. Putting billing standards solely in Verizon's control and subject to publication on its website is wholly unacceptable. Verizon's billing standards, as reported on its website, are not enforceable and are not reliable. Verizon retains the ability to alter the billing standards reported on its website at will. Moreover, access to Verizon's website has at times been problematic.

AT&T's experience makes AT&T more than a little suspicious about any claims that Verizon's website does and will contain all the reliable and established billing standards for collocation. It has been AT&T's experience that there is no control or notification when Verizon generates new Billing Account Numbers (BANs). When AT&T has difficulty understanding or implementing the BANs, resolution of the issues is time consuming. Unlike the expected situation in a competitive marketplace, where a supplier resolves issues with major clients or customers in an efficient, expedited and orderly manner, here Verizon puts the burden squarely on the CLEC to run the traps through Verizon's documentation and escalation process. It is the CLEC who must spend its limited resources tracking down answers from Verizon. It is the CLEC who must provide additional information when Verizon fails to respond within the requisite time frames.

As described in response to Verizon Issue VII-12, AT&T needs established and enforceable billing requirements to plan, build and maintain its retail and wholesale billing and collections systems. It needs to know how information will be collected, distributed and audited. Without reliable billing standards, AT&T could very well be faced with an instance where Verizon has changed the way it collects and distributes billing information to CLECs. Should that occur AT&T would have to devote a significant amount of time, energy and resources to retooling its systems to match the changes from Verizon. To avoid this scenario, AT&T needs established and enforceable billing requirements with Verizon which can only be changed by mutual consent of the parties.

ISSUE VII-14 Should the Parties' Agreement Address Industry Standard
Billing Information In Great Detail?

AT&T Proposed § 6.3.7 of the Verizon/AT&T Agreement.

AT&T Reply:

This issue is not distinguishable from Verizon's Supplemental Issue VII-12. Here, as in Supplemental Issue VII-12, Verizon points to the OBF guidelines. As noted in response to Supplemental Issue VII-12, the OBF produces only *guidelines*, not established and enforceable billing standards. In any event, Verizon has not yet shown that it can and will actually implement the billing guidelines established by the OBF. AT&T needs the protection of established and enforceable billing standards contained within the contract language. AT&T incorporates by reference its response to Supplemental issue VII-12.

*AT&T Proposed § 12.2 of the Verizon/AT&T Agreement.***AT&T Reply:**

The Local Competition Order rejected incumbent LEC arguments that certain retail offerings, including promotions, discounted offerings, contract tariffs, and below cost offerings, should be exempted from the Act’s wholesale discount requirements, reasoning that the Act “provides that incumbent LECs must offer for resale at wholesale rates ‘any telecommunications service’ that the carrier provides at retail to noncarrier subscribers,” and “[t]his language makes no exception for promotional or discounted offerings, including contract and other customer-specific offerings.”⁴³ Indeed, the FCC found that only short-term promotions of less than 90 days duration are entitled to a rebuttable “presumption” that they “need not be offered at a discount to resellers.”⁴⁴

Thus, in view of the Order and the language of the Act itself, it is clear that all of Verizon’s retail offerings—including customer-specific offers—must be made available for resale at a wholesale discount to AT&T and other CLECs. Indeed, in its 1996 arbitration with AT&T, Verizon’s predecessor, Bell Atlantic - Virginia (“BA-VA”) agreed that the FCC’s First Report and Order required it to make discounted retail service offerings, including contract and other customer specific offerings, available for resale at wholesale discounts without unreasonable restrictions on resale. In furtherance of this

⁴³ *First Report and Order*, ¶ 948; *see also* ¶ 951 (“We find unconvincing the arguments that the offerings under section 251(c)(4) should not apply to volume-based discounts.”); *see also Id. at* ¶ 956 (“below-cost services are subject to the wholesale rate obligation under section 251(c)(4)”).

⁴⁴ *Id.*, ¶ 950.

requirement, BA-VA further agreed to file with the Commission under proprietary seal copies of all effective offerings of telecommunications services that are not otherwise available for public inspection and to make available to AT&T (or make publicly available) a summary of those offerings, including all prices, price-affecting terms and conditions, and qualifying terms and conditions. This agreement was, in turn, incorporated in AT&T's final interconnection agreement with BA-VA.

During negotiations, AT&T proposed simply to maintain the status quo, since that approach delineates an efficient and straightforward mechanism for ensuring that Verizon complies with these obligations. Verizon expressed concern regarding the burden of continuing this approach, and instead suggested that if AT&T had a problem with a customer-specific contract, it should be required to bring it to the attention of the Commission on a case-by-case basis. Verizon maintained that, notwithstanding its previous undertaking to do so, there was no reason why it should provide detailed summaries of customer specific offerings. It also expressed proprietary concerns in releasing "detailed summaries" to AT&T, and objected to the obligation to provide fair and accurate account summaries. It now contends that the obligation it agreed to in 1996 would "impose extremely harsh results should the proposed summaries fail to contain a term or condition," because the omitted term contract could not be used to deny AT&T's use of the contract. None of these concerns hold up to scrutiny. Any proprietary concerns can be addressed simply by reliance on the interconnection agreement confidentiality provisions, and the provision concerning terms omitted from the summary is not intended to heighten the stakes on clerical or other errors, but to ensure that the

summaries contain all necessary factors to reasonably describe the underlying contract or offer.

AT&T's proposal fairly balances the concerns that Verizon expresses and the obligation that it has to make available customer-specific resale opportunities. Verizon theatrically trumpets that it could be forced to resell a service to AT&T inappropriately because of a clerical error or a mistake in summarization, but that is nothing more than a scare tactic. That tactic should not be rewarded, and AT&T's reasonable position should be adopted.

ISSUE VII-16

Should Verizon be permitted to require AT&T to provide Verizon with adequate assurance of amounts due, or to become due, under the Parties' interconnection agreement?

AT&T Proposed § 20.3. of the Verizon/AT&T Agreement.

AT&T Reply:

In the event that a question arises concerning the ability of one of the parties to make payments under the interconnection agreement, it would be appropriate to provide for a mechanism by which the other party can seek an adequate assurance of payment. AT&T's proposed contract language provides precisely that, in a bilateral, straightforward, commercially reasonable manner. Verizon, however, maintains that it and it alone must have the right to obtain from AT&T whenever it desires the assurance of payment that it, and it alone, deems appropriate. There is no justification for Verizon to be in a position to wield such power; simply possessing it is to invite its abuse.

An assurance of payment clause in an interconnection agreement is not inappropriate. Verizon's proposed clause, however, is. It provides Verizon far too much power to make unilateral determinations about the reasons for demanding such an assurance, as well as the type of assurance that it will deems adequate. AT&T has proposed a balanced, temperate clause that enables either party to seek an adequate assurance of payment if circumstances ever arose that would call into question the ability of one of the parties to meet its obligations. It should be adopted instead of Verizon's draconian proposal.

ISSUE VII-17

Should AT&T be permitted to limit Verizon's ability to transfer its Telephone Operations?

AT&T Proposed § 12.2 of the Verizon/AT&T Agreement.

AT&T Reply:

See Issue V.15. Verizon goes on at length about the inappropriateness of AT&T's proposal and the lack of Commission jurisdiction to adopt it. AT&T has addressed Verizon's arguments in its Petition herein.⁴⁵

⁴⁵ See AT&T Arbitration Petition at 254-58, Issue V.15: What requirements should apply in the event of a sale of exchanges or other transfer of assets by Verizon?

ISSUE VII-18

When the Parties have already reached mutual agreement with respect to Service Quality Measurement Reports, Standards and remedies, should AT&T be allowed to propose new language that contradicts the Parties' prior agreement?

AT&T Proposed §§ 5.8.8 - 5.8.8.3 of the Verizon/AT&T Agreement.

AT&T Reply:

While the predicate for Verizon's position is wrong, AT&T agrees that § 5.8.8 (including sub-sections 5.8.8.1, 5.8.8.2 and 5.8.8.3) need not be included in the proposed interconnection agreement.

First, Verizon is wrong in claiming that § 26 of the proposed interconnection agreement somehow contravenes an existing agreement on performance metrics and standards, and therefore forecloses other standards in the interconnection agreement. Section 26 of the agreement referenced by Verizon simply makes reference to "performance standards required by Applicable Law." Section 26 is not self-executing and there are no performance standards otherwise required by law. Therefore § 26 by itself is toothless. Nothing in § 26 would prevent the parties from negotiating and agreeing to a set of performance metrics and standards in the interconnection agreement or elsewhere.

Second, contrary to Verizon's claim, there is no "prior agreement" on performance standards and metrics in Virginia. Virginia metrics and standards are currently under consideration in the Virginia Collaborative Committee established in Case No. PUC000026. However, no metrics and standards have yet been adopted in that proceeding.

As described in AT&T's Issue V-16, AT&T, WorldCom and Verizon have been attempting to close an agreement to use a single set of performance metrics and standards in the Verizon ex-C&P footprint, including Virginia. These metrics and standards would be the ones adopted by the New York PSC in its Carrier-to-Carrier ("C2C") proceeding, as amended from time to time by both consensual and non-consensual changes adopted by the New York PSC. All changes to the New York metrics and standards would be filed with the Virginia Commission as amendments to the Virginia metrics and standards. However, no agreement has yet been reached between the parties. Indeed, it appears that Verizon may be losing interest in the proposal.⁴⁶

AT&T is willing to use the New York metrics and standards, as modified from time to time by the New York PSC, as the metrics and standards for Virginia. That was the basis for AT&T's attempt to reach agreement with Verizon on this issue, and the reason why AT&T did not submit a comprehensive set of metrics and standards for consideration by the Commission in this arbitration. The Virginia Commission may yet agree on using New York metrics and standards for Virginia, or perhaps some other variant that would be acceptable to AT&T. In that event, the only performance-related issue left for this Commission to arbitrate will be the remedies to be applied to Verizon in the event that Verizon fails to perform as specified by the standards adopted.

⁴⁶ AT&T and WorldCom last circulated a final draft proposal to Verizon's Virginia counsel on May 25, 2001. Despite several reminders, including one from the Staff Chair of the Virginia Collaborative Committee, Verizon has yet to respond as of June 15, 2001. In the absence of agreement by Verizon, and at the suggestion of the Committee Chair, AT&T and WorldCom filed the proposal with the Virginia Collaborative Committee on June 15, 2001 for consideration as a joint AT&T and WorldCom proposal.

ISSUE VII-19

Should AT&T be allowed to include language in the Parties' proposed interconnection agreement when that language was already withdrawn?

AT&T proposed §§ 6.3.17 and 9.3.4 of the Verizon/AT&T agreement.

AT&T Reply:

During the process of negotiation, various terms and conditions are proposed and discussed, as is particular contract language. When the parties do finally agree on contract terms and/or provisions, they should accept those agreements and implement them. But until they reach such a final agreement, both parties may propose terms or conditions and related language for the purpose of continuing negotiations. Verizon characterizes certain language that AT&T proposed in the interconnection agreement as having been withdrawn from negotiations or omitted from an AT&T filing in another jurisdiction, and therefore asserts conclusively that the “matter [is] settled.” But these provisions involve issues that are not yet completely resolved, and notwithstanding Verizon’s assertions, the matter is apparently not yet settled.

Verizon characterizes the terms at issue as “Meet Point Billing Arrangement language” and “contract language regarding interference or impairment.” However, AT&T’s proposed § 6.3.17 actually deals with notification to other carriers, something Verizon would be uniquely equipped to accomplish, and AT&T’s proposed § 9.3.4 actually deals with the parties cooperation in remedying instances of blocking, something mutually beneficial. While both clauses have been discussed at times during the negotiation of the relevant contract sections, a resolution has not yet been determined. Thus, it is inaccurate to describe these provisions as having been “withdrawn.” The omission of these particular contract sections from the recent filing in the New York

arbitration may be attributable to the presence of similar provisions in other parts of the proposed New York contract, thus eliminating the need for repeating them in the sections in which they appear in Virginia.

Issue VII-20

Should AT&T be required to notify Verizon when it is owed a credit for “hot cut” rescheduling?

AT&T Proposed § 11.9.4.1 of the Verizon/AT&T Agreement.

AT&T Reply:

Even in cases where Verizon needs to reschedule a hot cut, it intends to charge AT&T for the initial hot cut appointment unless AT&T asks it not to. In other words, even though Verizon caused the schedule change, Verizon wants to put the entire burden on AT&T to ensure that AT&T is not charged twice. In Verizon’s view, if AT&T forgets or fails to request that it not be charged for the missed appointment, AT&T will have to pay for the originally scheduled date anyway.

It is inequitable and unwarranted to impose such a burden on AT&T, and the alleged justification for such a burden—that Verizon does not have systems in place to waive the charge on its own—unreasonably forces AT&T to bear the risks and attendant costs of any rescheduled hot cut.

Verizon acknowledges that when an appointment is missed and a hot cut must be rescheduled, AT&T is entitled to waiver of the non-recurring service charge it imposes for the labor, equipment and service provided by its workforce. Verizon magnanimously states that it does not object to issuing this credit, but, in order to effectuate it, Verizon maintains that AT&T must affirmatively request it. It argues that an automatic waiver of the admittedly inappropriate charges, as AT&T urges, does not take into account the realities of Verizon ordering and provisioning flows. In other words, Verizon’s view is that it is easier to shift the burden to AT&T than to fix its own systems and processes. This is blatantly unfair.

Verizon maintains that when a hot cut order is placed, both billing and provisioning data are included on the service order at the time of order creation. The order goes through the service order system and to the provisioning system for action. If a hot cut appointment is missed (for whatever reason) the appointment is rescheduled, but the billing charge (which was placed on the order at creation) is still present. Verizon argues that, under its existing systems and processes, it has no way of stopping a service charge from being generated once the order is placed. For this reason, it wants AT&T to bear the burden of tracking missed appointments and notifying Verizon when AT&T is owed a credit pursuant to applicable law or the interconnection agreement. To do otherwise, Verizon maintains, would require “overhauling Verizon’s entire ordering and provisioning system for all CLECs.”

Regardless of the validity of Verizon’s assertions of its systems limitations, the simple fact remains that Verizon proposes that AT&T remain contractually obligated for charges for which it is not liable, unless it acts to remove them. Experience has demonstrated that the costs of local entry in Virginia have been greater than anticipated; this is an unnecessary, additional price that AT&T should not be forced to bear.

Verizon Proposed § 28.3.1 of the Verizon/AT&T Agreement.

AT&T Reply:

Verizon contends that pursuant to negotiations in New York, the parties agreed to a region-wide revision to the force majeure clause. But this is a matter that AT&T thought the parties had resolved long before any “deal struck in New York regarding this language,” because it had been the subject of specific negotiations—and as far as AT&T understood, resolved—following the filing in Pennsylvania last September of the first AT&T arbitration petition in the current round of arbitrations. Moreover, the missing phrase that Verizon so pointedly insists on including is not reflected in the “redlined” version of the contract that it filed. Compare Verizon exhibit B with AT&T’s Attachment B § 28.3.1. The absence from Verizon’s own exhibit of the phrase that it now insists be included in the Verizon/AT&T agreement makes its claim of insistence on abiding by deals ring a bit hollow.

If AT&T accurately understands Verizon’s argument, the following phrase has recently been added immediately after the words “remove the cause(s) of non-performance” to the force majeure clause that the Parties each filed in the New York arbitration: “(which in the case of a Force Majeure event due to a delay caused by a service or equipment vendor, includes but is not limited to retaining replacement vendors).” If that is indeed the missing phrase Verizon proposes to include in proposed § 28.3.1, then AT&T suggests that this issue can be considered resolved. If not, then

AT&T continues to urge that its language be adopted, and in all events, AT&T rejects Verizon's attempt improperly to characterize the nature of its "deals."

Issue VII-22

Should Verizon's central office technician be required to follow AT&T's proposed requirements contrary to the Parties' prior agreement?

AT&T Proposed §§ 11.9.9 and 10 of the Verizon/AT&T Agreement.

AT&T Reply:

In order to assure that the parties understand the processes by which Verizon central office technicians will repair troubles reported on an AT&T loop, the provisions detailing the steps to be taken should be included in the interconnection agreement. Those terms insure that each party will understand its role in resolving a repair issue, thus increasing the efficiency of their operations and minimizing opportunities for confusion or error. AT&T is currently investigating the terms in the proposed contract submitted in the New York arbitration. AT&T does not understand why Verizon disagrees with the steps outlined in AT&T's proposed contract terms. Rather, it asserts that because this term was omitted from a filing last month in the parties' arbitration currently in progress for New York, AT&T agreed to delete the provision in Virginia.

ISSUE VII-23

Should definitions contained in Verizon's tariffs prevail over the definitions within the Parties' Interconnection Agreement?

AT&T's proposed language at § 1.0 of the Verizon/AT&T Agreement (assigning tariff definitions a higher order of precedence than the interconnection agreement).

AT&T Reply:

Verizon's proposal to permit its tariff definitions to trump the defined terms of the interconnection agreement must be rejected as inconsistent with the Act. Verizon's proposal would enable it to define in its tariffs a term or terms that had been the subject of negotiation of the interconnection agreement, thus eviscerating any gains AT&T may have been able to achieve. Such a reservation of power, in addition to being unwarranted and inappropriate, is flatly inconsistent with the duty, in § 251(c)(1) of the Act, to negotiate "particular terms and conditions." Consequently, Verizon's proposal should be rejected.

*AT&T Proposed § 1.77 of the Verizon/AT&T agreement.***AT&T Reply:**

While certain services and arrangements that Verizon provides to AT&T are subject to tariffs, the Act expressly requires that particular terms and conditions applicable to local exchange service be negotiated. The proper vehicle to memorialize such negotiated terms and conditions is an interconnection agreement, and while tariffs have a role to play in the provision of service in today’s market as well as that of the foreseeable future, that role is a subordinate one to that of agreements under §§ 251 and 252.

Contrary to Verizon’s assertions, AT&T’s proposal is not intended solely to benefit AT&T at Verizon’s expense. Instead, it is designed to ensure that the negotiated terms of the contract are consistent with the Act’s requirements that they be just that—negotiated and not imposed by the fiat of Verizon’s tariffs. Verizon contends that the tariff process provides AT&T with every opportunity to voice its concerns and air its grievances and that Verizon cannot unilaterally implement or alter a tariff. Verizon further advocates a need to change terms and conditions from time to time to adapt to “a fast-growing and increasingly competitive market.” But the alleged adaptability and flexibility that Verizon contends will benefit it from incorporating tariffs wherever possible cannot take precedence over the stability that the Act’s insistence on negotiated terms and conditions was intended to achieve. Moreover, if flexibility is an objective, the parties should be able to negotiate amendments to avoid being locked into a “finite set of

terms and conditions that would unnecessarily burden the Parties in an ever-changing marketplace, and unduly hinders competition and market growth,” especially where there is *shared benefit to both parties*. Surely prompt and efficient negotiations concerning interconnection amendments can be as flexible as contentious and drawn-out litigations over tariffs.

AT&T’s proposed contract language properly balances the recognition that some services, facilities and arrangements that Verizon provides are and for the foreseeable future will continue to be subject to tariffs. It also appropriately preserves the precedence of the interconnection agreement’s terms, and should therefore be adopted.

ISSUE VII-25

**Should The Parties' Agreement Provide For
Incorporation of Future Tariffs?**

AT&T Proposed § 2.3 of the Verizon/AT&T agreement.

AT&T Reply:

This issue is identical to Issue VII-24, and AT&T incorporates its response thereto in response to this issue.

ISSUE VII-26

Should Verizon be compensated when its personnel arrive to perform services for an AT&T customer and are unable to gain access to the premises?

AT&T Proposed § 11.7.7 of the Verizon/AT&T Agreement.

AT&T Reply:

AT&T is willing to pay an appropriately compensatory charge for Verizon technician premises visits. The question remains how much compensation is appropriate when Verizon personnel arrive at a Verizon customer's premises and are unable to gain access to that premises. In that circumstance, the amount of effort expended clearly is something less than the effort involved when a visit results in a completed job. The technician simply notes that access was denied and moves on to the next appointment on his list. Because the effort expended is far less than what occurs on a full premises visit, AT&T should pay Verizon only an appropriate portion of the full Premises Visit Charge. This lesser charge should be specifically identified in the interconnection agreement price schedule.

Verizon wants full payment for partial (or no) service. It proposes that the charge ("equal the sum of the Applicable Service Order charge and the Premises Visit Charge as specified in Verizon's retail tariff").

Verizon's proposal should be rejected for obvious reasons. Instead, the interconnection agreement should reflect a charge appropriate to compensate Verizon for the costs of a missed appointment.

ISSUE VII-27 Resolved Issues

Verizon Proposed §§ 5.2.3; 5.3; 5.4 5.5; 5.6.3, 6.3.12, 6.4, 10.1.1.2 (1st sentence should be deleted), 10.2.1.3, 20.1, 20.2, 20.4, 20.5, 28.9.3.1, 28.9.5, 28.9.7, 28.13, 28.17, Schedule 11, Section 10.of the Verizon/AT&T Agreement.

AT&T Reply:

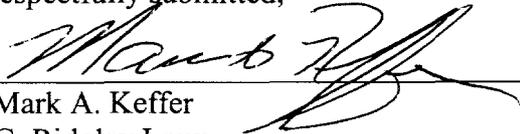
Verizon identifies a number of contract sections that it contends have been resolved. It adds that the interconnection agreement should be updated to reflect the allegedly agreed-upon language and asserts that its proposed interconnection agreement does so, allegedly in redline because AT&T's proposed interconnection agreement did not contain the appropriate language. Yet neither does Verizon's, thus making any meaningful response to this issue impossible. Certainly, if AT&T through inadvertence or error, inaccurately reflected the terms on which the parties have agreed, it will make the appropriate revisions. But it does not accept Verizon's attempt to ambiguously refer to agreed upon language in a blanket list of contract sections as properly identifying issues that may (or may not) be resolved.

To the extent that AT&T's understanding regarding Verizon's representations or the parties' resolution of issues is incorrect, AT&T reserves the right to supplement this response.

CONCLUSION

AT&T respectfully requests that the Arbitrator render an arbitration decision approving AT&T's positions set forth on the Statement of Unresolved Issues as well as the issues that Verizon raised in its Answer to AT&T's Petition and to approve AT&T's Proposed Interconnection Agreement between the AT&T entities and Verizon.

Respectfully submitted,



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