

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>designate which splitter option it is choosing on the Collocation application or augment. Regardless of whether AT&T selects Options 1 or 2, the splitter arrangements must be installed before AT&T submits an order for Line Sharing.</p> <p>Splitter Option 1: Splitter in AT&T Collocation Area</p> <p>In this configuration, the AT&T-provided splitter (ANSI T1.413 or MVL compliant) is provided, installed and maintained by AT&T in its own Collocation space within the Customer's serving End Office. The Verizon-provided dial tone is routed through the splitter in the AT&T Collocation area. Any rearrangements will be the responsibility of AT&T.</p> <p>Splitter Option 2: Splitter in Verizon Area</p> <p>In this configuration, Verizon inventories and maintains an AT&T-provided splitter (ANSI T1.413 or MVL compliant) in Verizon space within the Customer's serving End Office. The splitters will be installed shelf-at-a-time.</p> <p>In those serving End Offices where Verizon has employed the use of a Point of Termination ("POT") Bay, the splitter will be installed (mounted) in a relay rack between the POT Bay and the MDF. The</p>	<p>compliance with current Commission rules. Rather than predetermining the outcome of various rulemaking addressing these issues, the Commission should reject AT&T's proposed language relating to unbundled access to loops served by NGDLC.</p>

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				<p>demarcation point is at the splitter end of the cable connecting the AT&T Collocation and the splitter. At AT&T's option, installation of the splitter shelf may be performed by Verizon or by a Verizon-approved vendor designated by AT&T.</p> <p>In those serving End Offices where Verizon does not employ the use of a POT Bay, the AT&T-provided splitter will be located via a virtual-LIKE collocation arrangement, to which AT&T does not have access. AT&T shall receive its DSL traffic via tie cables running from the MDF to the splitter and from the splitter to AT&T's collocation arrangement. The demarcation point is the connection to the DSLAM from the splitter. The installation of the splitter shelf will be performed by Verizon or by a Verizon -approved vendor.</p> <p>In either scenario, Verizon will control the splitter and will direct any required activity. Where a POT Bay is employed, Verizon will perform all POT Bay work required in this configuration. Verizon will provide a splitter inventory to AT&T upon completion of the required augment.</p> <p>(i) Where a new splitter is to be installed as part of an initial Collocation implementation, the splitter installation may be ordered as part of the initial</p>	

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				<p>Collocation application. Associated Collocation charges (application and engineering fees) apply. AT&T must submit a new Collocation application, with the application fee, to Verizon detailing its request. Standard Collocation intervals will apply (unless Applicable Law requires otherwise).</p> <p>(ii) Where a new splitter is to be installed as part of an existing Collocation arrangement, or where the existing Collocation arrangement is to be augmented (e.g., with additional terminations at the POT Bay or AT&T's collocation arrangement to support Line Sharing), the splitter installation or augment may be ordered via an application for Collocation augment. Associated Collocation charges (application and engineering fees) apply. AT&T must submit the application for Collocation augment, with the application fee, to Verizon. Unless a longer interval is stated in Verizon's applicable Tariff, an interval of seventy-six (76) business days shall apply.</p>	
V-7	Should Verizon Commit To Specific Intervals For Local Number Portability Provisioning For Larger Customers?	Schedule 14 of AT&T's proposed agreement sets forth contract terms and conditions that are necessary and appropriate to support off-hours porting.	Verizon should provide number porting and provisioning to AT&T for business customers with a large quantity of numbers to be ported in an established five (5) calendar day porting interval, similar to what Pac Bell is doing in California. Verizon currently sets limitations on the	<p>14.0 NUMBER PORTABILITY – SECTION 251(b)(2)</p> <p>14.1 Scope</p> <p>The Parties shall provide Number Portability (“NP”) in accordance with the requirements of</p>	<p>Verizon has documented porting intervals in its CLEC handbook Volume 3, Section 5. These intervals are as follows:</p> <p>Up to 50 lines: 3 days 51-100 lines: 4 days 101-200 lines: 5 days</p>

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			<p>number of business lines that can be ported in the standard porting interval (i.e., four days). However, Verizon classifies any Local Number Portability ("LNP") order that exceeds those limitations (e.g. 100+ lines) as "projects" for which Verizon "negotiates" the due date with AT&T once the porting request is made. This, of course, places AT&T at a significant disadvantage in selling service to larger business customers, because until Verizon "negotiates" the due date, AT&T cannot provide the business customer with a provisioning due date. To further aggravate matters — and to state the obvious — Verizon has no incentive to provision such orders in any kind of reasonable interval. Requiring Verizon to provide number porting and provisioning for business customers with a large quantity of numbers to be ported within an established 5 calendar day interval will enable AT&T to provide business customers with the reliable and timely service they want.</p>	<p>the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.</p> <p>14.2 Procedures for Providing LNP (Long-term Number Portability)</p> <p>The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.</p> <p>14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user customer and sends an LSR to Party A, Parties A and B</p>	<p>> 200 lines: negotiated interval</p> <p>For a large request of greater than 200 lines, Verizon needs to assess the work required before committing to an interval and will make every effort to meet the CLEC's requested due date.</p> <p>Verizon offers AT&T an accommodation for weekend porting. Whenever AT&T provides its own facilities, Verizon offers a "weekend porting solution" to enable AT&T to port numbers over the weekend and such a solution requires no additional support by Verizon during the weekend, puts the control of the porting activities with AT&T, ensures a seamless transition from one service provided to another and gives AT&T the opportunity to install new service over the weekend.</p>

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				<p>will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.</p> <p>14.2.2 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.</p> <p>14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to</p>	

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				<p>another end user customer.</p> <p>14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the unconditional trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.</p> <p>14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.</p> <p>14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.</p>	

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				<p>14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.</p> <p>14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.</p> <p>14.2.9 AT&T and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.</p> <p>14.3 Procedures for Providing NP Through Full NXX Code Migration</p>	

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				<p>Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p> <p>14.4 Transition from Interim Number Portability (INP) to LNP</p> <p>To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number Portability with respect to such Central Office which shall apply</p>	

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				until such time as LNP is available.	
V-9	DSL/Line Splitting/Line Sharing Under what terms and conditions must Verizon and its data affiliate or their successors or assigns allow AT&T to purchase advanced services for resale?	Section 11.0 and 11.2 set forth the contract terms and conditions necessary to support AT&T's position on this issue.	Verizon and its data affiliate and their successors and assigns must allow AT&T to purchase advanced services for resale over a customer's existing loop facilities, irrespective of the service architecture selected by AT&T to provide any voice services to that customer. Wholesale advanced services capabilities, including but not limited to access services, must be made available at any rate available to wholesale purchasers, either under tariff or contract. Retail services must be provided at the current resale discount established by the Virginia SCC. In both instances, no restrictions may be imposed that would prevent AT&T from connecting an unbundled local loop to either a retail or wholesale advanced data service offering or capability. Likewise, no such limitations should prevent AT&T from connecting a loop obtained through use of a resold service to either a retail or wholesale advanced service capability. It is clearly technically feasible to provide, over a single loop, both resold advanced services and voice services that are offered through the use of an unbundled local loop, in either a UNE-P or UNE-Loop configuration. Therefore, Verizon may not impose any restrictions that would prevent AT&T from providing the resold service over the existing loop serving the end user, regardless of whether	<p>12.1 Availability of Retail Services/Wholesale Rates for Resale</p> <p>12.1.1 Verizon will make available to AT&T, in accordance with Section 251(c) (4) of the Act, for resale at wholesale rates (except as provided below), the Telecommunications Services that it provides at retail to its non-carrier customers (collectively, "Resold Services"). The term "Resold Services" does not include any exchange access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by Verizon. To the extent required by Applicable Law, Verizon shall make available such Resold Services at the retail prices, terms and conditions set forth in Verizon's Tariffs less the wholesale discount set forth in Exhibit A.</p>	Resale of Advanced Services: This issue should not be addressed in this arbitration because the resale of advanced services at wholesale prices (or at any price at all) is beyond the scope of an agreement between Verizon Virginia Inc. and AT&T. In accordance with 251(c)(4), Verizon Virginia Inc. will make available to AT&T for resale at wholesale rates those telecommunications services that it provides to its non-carrier customers. However, Verizon Virginia does not—and is not authorized to—provide advanced services at retail. If AT&T wishes to purchase services from Verizon Advanced Data Inc. ("VADI"), it should enter into an interconnection agreement with VADI or simply purchase out of VADI's approved tariff. <i>See also</i> Verizon Response to Issue III-10.

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			<p>the loop is obtained from Verizon as an unbundled network element or through service resale.</p> <p>If a resold advanced service is connected to a loop that AT&T obtains as an unbundled network element, Verizon may not decline to provide the advanced service to AT&T for resale unless AT&T seeks to apply charges to the Verizon entity providing such data service that exceed the charges that Verizon would otherwise apply to a CLEC that is engaged in a similar configuration of line sharing.</p>		
V-12	<p>Number Porting Should Verizon Be Required To Support Off Hours Porting?</p>	<p>Schedule 14.2.9.1 of AT&T's proposed agreement sets forth contract terms and conditions that are necessary and appropriate to support off-hours porting as follows:</p> <p>14.2.9.1 At AT&T's request for Off-Business Hour Number Portability in response to a specific customer request or due to other business requirements, Verizon agrees to: process orders and port numbers to AT&T, and provide technical and operational support to resolve problems that may occur during the number porting process. Off-business hour is herein defined as outside of normal business hours on weekdays, Saturdays, Sundays, and holidays. Additional requirements for Off-Business Hour Number Portability LNP-only and Co-ordinated Cutovers are described in Schedule 14.2.9.1.</p>	<p>Verizon should provide AT&T with number porting and provisioning for simple POTS residential lines during off-hours in order to provide AT&T with a meaningful opportunity to compete in the facilities-based residential market. Verizon offers off-hour porting for its own residential customers and should fully allow AT&T the same capability. The vast bulk of the work necessary to enable Verizon to support porting numbers during off-hours is system- and software-dependent, and is already in place. Only minimal modification to current methods and procedures would be necessary to provide technical support for those instances where a port were unsuccessful, thus requiring restoration of service to Verizon to assure the end-user maintains dial tone.</p>	<p>14.0 NUMBER PORTABILITY – SECTION 251(b)(2)</p> <p>14.1 Scope</p> <p>The Parties shall provide Number Portability (“NP”) in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.</p> <p>14.2 Procedures for Providing LNP (Long-term Number Portability)</p> <p>The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East</p>	<p>Verizon offers AT&T an accommodation for weekend porting. Whenever AT&T provides its own facilities, Verizon offers a “weekend porting solution” to enable AT&T to port numbers over the weekend and such a solution requires no additional support by Verizon during the weekend, puts the control of the porting activities with AT&T, ensures a seamless transition from one service provided to another and gives AT&T the opportunity to install new service over the weekend.</p>

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				<p>Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.</p> <p>14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user customer and sends an LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.</p> <p>14.2.2 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of</p>	

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				<p>the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.</p> <p>14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.</p> <p>14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the unconditional trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.</p>	

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				<p>14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.</p> <p>14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.</p> <p>14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a</p>	

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				<p>prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.</p> <p>14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.</p> <p>14.2.9 AT&T and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.</p> <p>14.3 Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an</p>	

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				<p>End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p> <p>14.4 Transition from Interim Number Portability (INP) to LNP</p> <p>To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number Portability with respect to such Central Office which shall apply until such time as LNP is available.</p>	
V-12-a	Should Verizon Commit To A Three Calendar Day Porting Interval?	Section 11.2.15 of AT&T's proposed agreement sets forth the non-discriminatory contract terms and conditions that are necessary and appropriate to require Verizon to make unused transmission media available to AT&T.	Verizon should provide number porting and provisioning to AT&T for ports of simple POTS lines within three calendar days in order to facilitate AT&T's ability to promptly serve a broad array of customers. The vast bulk of the work necessary to support the ability to port numbers within three days is system- and software-dependent, and can reasonably be accomplished within three days.	<p>14.0 NUMBER PORTABILITY – SECTION 251(b)(2)</p> <p>14.1 Scope</p> <p>The Parties shall provide Number Portability (“NP”) in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.</p> <p>14.2 Procedures for Providing</p>	Verizon offers AT&T an accommodation for weekend porting. Whenever AT&T provides its own facilities, Verizon offers a “weekend porting solution” to enable AT&T to port numbers over the weekend and such a solution requires no additional support by Verizon during the weekend, puts the control of the porting activities with AT&T, ensures a seamless transition from one service provided to another and gives AT&T the opportunity to install new service over the weekend.

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				<p>LNP (Long-term Number Portability)</p> <p>The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.</p> <p>14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user customer and sends an LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable</p>	

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				<p>authorization.</p> <p>14.2.2 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.</p> <p>14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not reassign the reserved numbers to another end user customer.</p> <p>14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the unconditional trigger feature where it is available.</p>	

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				<p>When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.</p> <p>14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.</p> <p>14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so noted in the LERG.</p> <p>14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and</p>	

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				<p>official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.</p> <p>14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.</p> <p>14.2.9 AT&T and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.</p> <p>14.3 Procedures for Providing NP Through Full NXX Code Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single</p>	

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				<p>Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p> <p>14.4 Transition from Interim Number Portability (INP) to LNP</p> <p>To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number Portability with respect to such Central Office which shall apply until such time as LNP is available.</p>	
V-13	Should Verizon be required to receive confirmation of a port from NPAC prior to disconnecting a ported number?	Schedule 14.2 of AT&T's proposed agreement sets forth contract terms and conditions that are necessary and appropriate to support off-hours porting.	Verizon should be required to receive confirmation of a port from NPAC prior to disconnecting a ported number. Requiring Verizon to take this step would protect consumers from losing dial tone in the event that a port is not successful, whether it	<p>14.0 NUMBER PORTABILITY – SECTION 251(b)(2)</p> <p>14.1 Scope</p> <p>The Parties shall provide Number Portability ("NP") in</p>	The industry has established operational guidelines through the Ordering and Billing Forum ("OBF") for ordering and provisioning services between service providers. Under these guidelines, a local service request ("LSR") is issued by the

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		<p><u>Schedule 14.2.9.1 Requirements - Off-Business Hour Number Portability (LNP-Only) and Coordinated Conversions</u></p> <p><u>1. Requirements for Off-Business Hour Number Portability (LNP-Only) include:</u></p> <p>(1) Verizon shall accept orders from AT&T for off-business hour due dates on number portability orders. (AT&T will be able to make LSR entries on this basis, and LSRs transmitted by mechanized feed or otherwise will not be rejected by Verizon if due date fields are completed on this basis.)</p> <p>(2) Verizon shall apply the 10-digit trigger for all number portability orders. Verizon shall apply the 10-digit trigger and customer translations by no later than 11:59 P.M. (local time) on the business day preceding the scheduled port date, and leave the 10-digit trigger and customer translations in place until 11:59 P.M. (local time) on the next business day following receipt of confirmation from NPAC that the port was activated.</p> <p>(3) In order to avoid double-billing of end user customer, Verizon must discontinue billing a ported customer at the date and time the port is activated, as reported by NPAC to Verizon.</p> <p>(4) At AT&T's request, Verizon shall either (1) transmit the NPAC</p>	<p>was Verizon or AT&T that failed to perform a task needed for the port. Verizon could modify its systems to automatically detect when NPAC confirms that a port has occurred. Only upon detecting that confirmation would Verizon disconnect the ported number in its switch.</p>	<p>accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such Commission has jurisdiction over the subject matter.</p> <p>14.2 Procedures for Providing LNP (Long-term Number Portability)</p> <p>The Parties will follow the LNP provisioning process and procedures recommended by the North American Numbering Council (NANC) and adopted by the FCC, as well as those established by the East Coast Local Number Portability Operations Team. In addition, the Parties agree to follow the NP ordering procedures established at the Ordering and Billing Forum (OBF). The Parties shall provide LNP on a reciprocal basis.</p> <p>14.2.1 A Customer of one Party ("Party A") elects to become a Customer of the other Party ("Party B"). The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Telephone Exchange Service(s) it will now receive from Party B. After Party B has received appropriate authorization in accordance with Applicable Law from an end user customer and sends</p>	<p>ordering party to the provisioning party. The LSR is confirmed by the provisioning party and if the work cannot proceed as agreed upon, the party that needs to reschedule or cancel the requested work is obligated to contact the other party with the appropriate documentation, a supplemental LSR. This provides for documented communication for any changes in the work requested. If Verizon were to wait for the Number Portability Administration Center notification of a ported telephone number activation instead of proceeding with work on the confirmed due date, all local number portability orders would be open ended and not provide Verizon with the ability to logically schedule resources to complete the work. Additionally, if the CLEC did not provide notification that the order had been cancelled, end user records would reflect pending order activity freezing out any additional work activity until the cancellation notification is received from the CLEC.</p>

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		<p>Port Concurrence to NPAC at the same time that Verizon transmits the LSRC to AT&T, or (2) transmit the NPAC Port Concurrence to NPAC immediately upon receipt of its copy of the "Create Subscription" message sent by AT&T to NPAC.</p> <p>(5) At AT&T's request, Verizon shall maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the off-business hour porting process, including at the time that the 10-digit trigger and customer translations are removed.</p> <p>(6) AT&T may compensate Verizon, based upon the provisions established in Exhibit A of this Agreement, for incremental Verizon personnel made available on weekends or otherwise outside of normal business hours by Verizon for purposes of handling troubles related to off-business hour ports. This would not include Verizon personnel involved in removal of the 10-digit trigger and customer translations or any repairs and restoration required at such time.</p> <p>(7) Verizon shall ensure that its SOA connectivity to NPAC is available for processing all required number portability activities at all times, other than agreed upon maintenance windows scheduled to be concurrent with maintenance windows scheduled by NPAC.</p> <p>2. Requirements for Off-Business Hour Number Portability (Co-ordinated Cutovers) include: Conditions (1) – (7) of the</p>		<p>an LSR to Party A, Parties A and B will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is Party B's responsibility to maintain a file of all such authorizations and Party A may request, upon reasonable notice, verification of the applicable authorization.</p> <p>14.2.2 14.2.2 When a telephone number is ported out of Party A's network, Party A will remove any non-proprietary line based calling card(s) associated with the ported number(s) from its Line Information Database ("LIDB"). Reactivation of the line-based calling card in another LIDB, if desired, is the responsibility of Party B or Party B's customer.</p> <p>14.2.3 When a customer of Party A ports their telephone numbers to Party B and the customer has previously secured a reservation of line numbers from Party A for possible activation at a future point, these reserved but inactive numbers may be ported along with the active numbers to be ported provided the numbers have been reserved for the customer. Party B may request that Party A port all reserved numbers assigned to the customer or that Party A port only those numbers listed by Party B. As long as Party B maintains reserved but inactive numbers ported for the customer, Party A shall not reassign those numbers. Party B shall not</p>	

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		<p>Requirements for Off-Business Hour Number Portability (LNP-Only) set forth in section 1 above and (2)</p> <p>Conditions described in section 11.2.9.2 of this Agreement. This language is not responsive to the issue.</p>		<p>reassign the reserved numbers to another end user customer.</p> <p>14.2.4 When a customer of Party A ports their telephone numbers to Party B, in the process of porting the customer's telephone numbers, Party A shall implement the unconditional trigger feature where it is available. When Party A receives the porting request, the unconditional trigger shall be applied to the customer's line before the due date of the porting activity. When the unconditional trigger is not available, Party A and Party B must coordinate the disconnect activity.</p> <p>14.2.5 The Parties shall furnish each other with the Jurisdiction Information Parameter (JIP) in the Initial Address Message (IAM), containing a Local Exchange Routing Guide (LERG)-assigned NPA-NXX (6 digits) identifying the originating switch on calls originating from LNP capable switches.</p> <p>14.2.6 Where LNP is commercially available, the NXXs in the office shall be defined as portable, except as noted in 14.2.7, and translations will be changed in the Parties' switches to open those NXXs for database queries in all applicable LNP capable offices within the LATA of the given switch(es). On a prospective basis, all newly deployed switches will be equipped with LNP capability and so</p>	

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				<p>noted in the LERG.</p> <p>14.2.7 All NXXs assigned to LNP capable switches are to be designated as portable unless a NXX(s) has otherwise been designated as non-portable. Non-portable NXXs include NXX codes assigned to paging, cellular and wireless services; codes assigned for internal testing and official use and any other NXX codes required to be designated as non-portable by the rules and regulations of the FCC. NXX codes assigned to mass calling on a choked network may not be ported using LNP technology but are portable using methods established by the NANC and adopted by the FCC. On a prospective basis, newly assigned codes in switches capable of porting shall become commercially available for porting with the effective date in the network.</p> <p>14.2.8 Both Parties' use of LNP shall meet the performance criteria specified by the FCC. Both Parties will act as the default carrier for the other Party in the event that either Party is unable to perform the routing necessary for LNP.</p> <p>14.2.9 AT&T and Verizon may mutually agree to additional or different terms for the use of the LRN unconditional trigger.</p> <p>14.3 Procedures for Providing NP Through Full NXX Code</p>	

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				<p>Migration</p> <p>Where a Party has activated an entire NXX for a single Customer, activated a portion of the NXX for a single customer with the remaining numbers in that NXX reserved for future use by that Customer, or activated at least eighty percent (80%) of an NXX for a single Customer, with the remaining numbers in that NXX unused, if such Customer chooses to receive Telephone Exchange Service from the other Party, the first Party shall cooperate with the second Party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another. Neither Party shall charge the other in connection with this coordinated transfer.</p> <p>14.4 Transition from Interim Number Portability (INP) to LNP</p> <p>To the extent that, notwithstanding the foregoing, LNP is not available with respect to a particular Verizon Central Office, the Parties shall promptly negotiate in good faith terms and conditions governing the provision of Interim Number</p>	

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