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			agreement so that the terms that govern access to DAL data are contained in the agreement itself. WorldCom will continue to work with Verizon to ensure that WorldCom has uninterrupted access to DAL data after the DAL Agreement expires. (Caputo Rebuttal, 9/5, at 5-7).		
IV-25	Should the Interconnection Agreement include detailed provisions regarding the Calling Name (CNAM) database which Verizon must make available as an unbundled network element?	<p>Attachment III, Section 13.6 et seq.</p> <p>13.6 Calling Name (CNAM) Database. The "CNAM Database" means the database in which Verizon stores subscriber information (including name and telephone number) used to show the customer name of an incoming call on a display attached to the telephone whether or not such database contains exclusively CNAM information. Verizon shall provide MCIIm with access to Verizon's CNAM Database in accordance with the following: [Agreed]</p> <p>13.6.1 Verizon shall provide to MCIIm all subscriber records used by Verizon to create and maintain its CNAM database, in a Non-Discriminatory manner. MCIIm may combine this Network Element with any other Network Element for the provision of any Telecommunications Service. [Agreed]</p> <p>13.6.2 Verizon shall provide MCIIm all ILEC, CLEC, and independent</p>	<p>During mediation the parties agreed to the contract language attached hereto regarding provision of Verizon's calling name database (CNAM). The only dispute in this area between the parties is whether Verizon must allow MCIIm "batch" or "full" access to Verizon's entire CNAM database in a bulk, downloadable format or on a per dip basis as proposed by Verizon.</p> <p>Verizon's limited offering of access on a "per-query" or "per-dip" basis is inconsistent with applicable law. Because CNAM is an unbundled network element ("UNE"), nondiscriminatory access to that call-related database under Section 251(c)(3) of the Telecommunications Act of 1996 ("Act") entitles WorldCom to the same ready access to the database as Verizon enjoys. 47 U.S.C. § 251(c)(3).</p> <p>The "nondiscriminatory" requirement with respect to call-related databases means that Verizon has a duty to provide access to the databases in at</p>	<p>UNE Attachment</p> <p>11.1 In accordance with, but only to the extent required by, Applicable Law, Verizon shall provide **CLEC with access to databases and associated signaling necessary for call routing and completion by providing SS7 Common Channel Signaling ("CCS") Interconnection, and Interconnection and access to toll free service access code (e.g., 800/888/877) databases, LIDB, and any other necessary databases.</p> <p>Verizon also proposes to add the following language:</p> <p><u>Calling Name Database (CNAM)</u></p> <p>Verizon shall permit **CLEC to transmit a query to Verizon's CNAM database for the purpose of obtaining the name associated with a line number for delivery to **CLEC's local exchange customers. To the extent **CLEC provides local switching utilizing its own switch, **CLEC may request that Verizon</p>	<p>Verizon's Interconnection Agreement proposed to WorldCom, Additional Services Attachment § 3 provides that Verizon will provide nondiscriminatory access to its directory assistance listings database through a mutually acceptable written agreement. Such an agreement exists between WorldCom and Verizon and therefore this issue should not be included in this arbitration.</p> <p>Acceptance of WorldCom's proposal would require Verizon Verizon VA to provide WorldCom with the entire CNAM database in a bulk, downloadable format. Verizon VA is required to do no more than provide WorldCom with access to its CNAM database on a per query basis as it does for itself and all CLECs as well as independent telephone companies and LECs operating outside of Verizon VA's service areas. <u>See</u> Rule 51.319(e)(2)(A).</p> <p>Requiring Verizon VA to provide WorldCom with its CNAM database in a bulk, downloadable format would</p>

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		<p>telco subscriber records used by Verizon within its CNAM database in a non-discriminatory manner. Verizon shall provide MCI with a complete list of the ILECs, CLECs, and independent telcos whose subscriber information is contained in the Verizon CNAM database. [Agreed]</p> <p>13.6.3 Upon MCI's request, Verizon shall provide via electronic data transfer an initial load of subscriber records contained in its CNAM Database. The NPAs included must represent the entire Verizon operating territory in the State. The initial load shall reflect all data that is current as of one business day prior to the provision date.</p> <p>13.6.4 On a daily basis, Verizon shall provide updates (end user and mass) to the CNAM Database information via electronic data transfer. Updates must be current as of one business day prior to the date provided to MCI.</p> <p>13.6.5 Verizon shall provide CNAM information at cost-based rates as required by Applicable Law and on the same terms and conditions that Verizon provides to itself, its Affiliates, or any third party. [Agreed]</p> <p>13.6.6 Verizon shall provide a complete refresh of the CNAM information upon mutual agreement of Verizon and MCI and subject to applicable charges set forth in</p>	<p>least the same manner that Verizon provides it to itself. The FCC has stated repeatedly that any standard that would allow a LEC to provide access to any competitor that is inferior to that enjoyed by the LEC itself is inconsistent with Congress' objective of establishing competition in all telecommunications markets. <u>Local Competition Order</u> ¶¶ 100-105. This means that Verizon is obligated to provide carriers with the same access it provides itself.</p> <p>WorldCom has requested, and Verizon's language would prohibit, the transfer of the CNAM database to MCI as a "batch" file. This batch file would allow MCI to use the database in exactly the same readily accessible manner as Verizon enjoys. Contrary to Verizon's claim, the fact that it dips into its own database, does not make this access the same as that offered to MCI. This claim ignores the fact that the database resides in Verizon's own facilities and that it enjoys a level of control and access that MCI does not (and will not if access is limited to a per dip basis).</p> <p>A download of the CNAM database would give MCI the same control over the database enjoyed by Verizon and allow it to use this UNE to provision any telecommunication service as contemplated under the Act. Giving MCI the information in</p>	<p>provide CNAM database storage and validation services pursuant to Tariff arrangements or a separate agreement.</p>	<p>create a host of problems for Verizon VA. First, unlike Verizon VA's DAL database, Verizon VA's CNAM database contains competitive information to which WorldCom should not have access, as well as information that Verizon VA has committed to other LECs to not provide in a manner other than a per query basis. In addition, Verizon VA has no mechanism in place for providing a full download. In fact, it is unclear whether such a request is even technically feasible. Finally, WorldCom has not even proposed to compensate Verizon VA for such work.</p> <p>WorldCom has presented no evidence supporting its position which is unique to it and contrary to accepted industry practice.</p> <p>UNE Panel - Direct Testimony on Mediation Issues, beginning at 13.</p> <p>UNE Panel - Rebuttal Testimony on Mediation Issues, beginning at 16.</p>

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		<p>Attachment I.</p> <p>13.6.7 Data Processing Requirements. Verizon and MCI shall mutually agree to standards on the following data processing requirements:</p> <p>13.6.7.1 Identify the type of tape to be used in sending the test and initial load data, e.g., reel or cartridge tape.</p> <p>13.6.7.2 Verizon shall, due to the size of an initial load, provide the records on magnetic tape and the daily update activity via electronic data transfer.</p> <p>13.6.7.3 Daily update information must be provided to MCI on the same day as the change occurred through the electronic data transfer medium, NDM.</p> <p>13.6.7.4 Identify tape or dataset label requirements.</p> <p>13.6.7.5 Identify tracking information requirements, e.g., use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset.</p>	<p>a readily accessible format would facilitate the incorporation of the data into MCI's facilities with no dialing delays.</p> <p>Access to the CNAM database and access to another call-related database, the directory assistance listing ("DAL") database, should be comparable. With respect to DA databases, this Commission specifically found that "LECs must transfer directory assistance databases in readily accessible electronic, magnetic tape, or other format specified by the requesting LECs, promptly on request." <u>In the Matters of Implementation of the Telecommunications Act of 1996, Telecommunications Carriers' Use of Customer Proprietary Network Information and Other Customer Information, Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Provision of Directory Listing Information, Third Report and Order</u> in CC Docket No. 96-115, Second Order on Reconsideration in CC Docket No. 96-98, and Notice of Proposed Rulemaking in CC Docket No. 99-273 (rel. September 9, 1999) (1999 Directory Listing Order) ¶ 153.</p> <p>The Commission specifically held that LECs may not restrict competitive access to the DA database by restricting access to per-query access only:</p>		

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			<p>“Although some competing providers may only want per-query access to the providing LEC’s directory assistance database, per-query access does not constitute equal access for a competing provider that wants to provide directory assistance from its own platform. With only per-query access to the providing LECs database, new entrants would incur the additional time and expense that would arise from having to take the data from the providing LEC’s database on a query-by-query basis then entering the data into its own database in a single transaction. . . . Such extra costs and the inability to offer comparable services would render the access discriminatory.” 1999Directory Listing Order ¶ 152.</p> <p>Similarly, the CNAM database is also a call-related database and competitors’ access to this database should not be limited to a per-query or per-dip basis only. To allow such a restriction to stand allows Verizon to discriminate against competing carriers through limited access to the CNAM database, which the Commission has explicitly prohibited in a similar context – access to the DAL database.</p> <p>In addition, Verizon garners critical proprietary and competitive information through the dip process. By requiring dip only access, Verizon</p>		

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			<p>is able to follow MCI's use of this database, which reflects competitive information with respect to MCI's overall service and growth.</p> <p>From a practical standpoint, requiring MCI to dip Verizon's database or access the database on a "per query" basis only, rather than access its own database, forces MCI to incur development costs associated with a complex routing scheme within MCI's UNE platform to provide quality service to its customers. Additionally, just as in the case of directory assistance listings, a competitive carrier may wish to obtain the full database in order to avoid the required dip for each and every query. For some CLECs such as MCI, the cost of obtaining the full contents of the database and maintaining its own database may be more economical than access that is restricted to a per-dip or per-query basis. Providing the alternative of bulk data provides potential cost savings to CLECs.</p> <p>Allowing full access to the CNAM database means that MCI has more control over the quality of the service it offers. For example, CNAM allows the called customer premises equipment, connected to a switching system via a conventional line, to receive a calling party's name and the date and time of the call during the first silent interval in the ringing</p>		

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			<p>cycle. This is a very limited time frame within which to determine the name associated with the calling number. The time it takes to route the number request to the correct LEC's database to make the dip, return the request, and provide exception handling when the number is not found in the database cannot always be completed within the short ring cycle required. If, however, MCI maintains its own database, a lengthy step of the process can be eliminated, allowing MCI to provide service at least as well as Verizon provides for itself.</p> <p>Not only does limited access to the CNAM database, such as per-query access only, prevent MCI from controlling the service quality and management of the database, but such a limitation also restricts MCI's ability to offer other innovative service offerings that may be provided more efficiently, quickly, and cheaply.</p> <p>If MCI could operate its own database to support services for its end users, it would not be bound by Verizon's restrictions and could develop the capability to offer CNAM database services to other carriers via other process methods that could be more efficient and less costly. For example, it could offer CNAM over TCP/IP rather than on the costly SS7 network.</p>		

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			<p>At least two state PUCs have found that the ILEC is obligated to provide full or batch access to the CNAM database in a downloadable format. The state commissions in Michigan and Georgia have ordered that the ILECs must provide the CNAM database in a downloadable format.</p> <p>(Lehmkuhl Direct, 8/17, at 2-9).</p> <p>Contrary to Verizon's claim, the fact that the CNAM database may contain information from other LECs does not justify imposition of an inferior per-dip form of access.</p> <p>Verizon's assertions regarding the field information it gathers (number of lines, etc.) from other CLECs for use in its CNAM database are irrelevant. If, as Verizon claims, it only uses this database for the provision of calling name services, it would only need to collect and record the 15 digit identifier, the automatic number identification ("ANI"), and the privacy indicator. Verizon does not indicate why it collects and keeps other extraneous information in its CNAM database. Verizon should not be able to use the fact that it collects this unused information to prevent WorldCom from gaining nondiscriminatory access to the CNAM database. MCI is not interested in the extraneous information Verizon may have</p>		

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			<p>included in its CNAM database. WorldCom wants only nondiscriminatory access to the same CNAM data Verizon uses to provide calling name service to its own customers. Only by receiving the data in a downloadable format, and allowing MCI to create its own database, will MCI be free to offer this service in the same manner as does Verizon.</p> <p>Verizon fails to provide any support for its claim that it does not have the technological ability or processes to provide a full CNAM download. The Commission should be skeptical of this claim.</p> <p>The PUCs in Michigan and Georgia have ordered Ameritech-Michigan and BellSouth respectively to provide batch access to the CNAM database. In response to the Michigan PUC's Order, Ameritech Michigan has already developed a process by which the CNAM database is made available to other LECs in a bulk format. The basic technical parameters for such a process are available and thus technically feasible.</p> <p>As long as data from other LECs can be entered into and manipulated in its CNAM database, that information can just as easily be extracted. For example, once a LEC's contract to store the CNAM information ends, Verizon must have a means of</p>		

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			<p>extracting that data from the CNAM database. Verizon has not explained why information cannot be extracted or manipulated by Verizon when it transfers the full CNAM database to MCI.</p> <p>The technical feasibility of offering this database in a downloadable format is not a new phenomenon. Rather, it is obvious from Verizon's testimony that if Verizon has the capability of adding and deleting entries in its CNAM database, it should have the ability to extract the data for purposes of making the information available as a download.</p> <p>Verizon raised this issue of the technical feasibility of providing a database via a download during the first round of arbitrations in 1996. Verizon claimed that it was not technically possible to provide the directory assistance database via a download. Notwithstanding this claim, Verizon, then Bell Atlantic, found a way to provide the database via a download once it was ordered to do so by the Virginia State Corporation Commission ("SCC") and other state commissions. In short, the claim regarding technical feasibility is not credible.</p> <p>Contrary to Verizon's claims, batch access to CNAM does not compromise customer proprietary information or safeguards</p>		

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			<p>implemented by Verizon to prevent misuse of the database.</p> <p>(Lehmkuhl Rebuttal, 9/5, at 2-8)</p>		
IV-26	Should the Interconnection Agreement include a detailed description of the tandem switching network element which Verizon must provide on an unbundled basis?	Resolved per mediation session on 8/7/01 by inclusion of language set forth in John Monroe's notes for 8/7/01.			<u>Resolved</u>
IV-27	Should the Interconnection Agreement contain provisions specifying cooperative testing procedures for unbundled network elements provided under the Agreement and specifying that protection, restoration, and disaster recovery procedures for unbundled network elements will occur at parity with the procedures for Verizon's own services, facilities, and equipment?	Resolved per mediation session of 8/9/01 by inclusion of single section regarding testing of UNEs.			<u>Resolved</u>
IV-28	<p>Whether WorldCom should be permitted to collocate advanced services equipment as mandated by FCC Orders.</p> <p>Is WorldCom entitled to collocate advanced services equipment, such as DSLAMs, in Verizon's premises?</p>	<p>Verizon shall permit MCIm, at MCIm's discretion, to collocate DSLAMs, splitters used in association with DSLAMs, and other equipment necessarily located where the copper portion of the loop terminates in order to provide DSL functionality, in Verizon's premises where the copper portion of the loop terminates, in accordance with the rates, terms and conditions set forth in the Collocation Attachment. The parties agree to adopt rules to implement the FCC's Order in FCC Docket No. 98-147 providing</p>	<p>The agreement should make clear that WorldCom is permitted to collocate DSLAMs and other advanced services equipment necessary for interconnection and unbundling as mandated by FCC Order.</p> <p>Collocation of advanced services equipment is critical to a CLEC's ability to provide services such as DSL service in competition with Verizon.</p> <p>WorldCom's proposed amended contract language specifies that DSLAMs and splitters associated with</p>	<p>Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Collocation for the purpose of facilitating **CLEC's interconnection with facilities or services of Verizon or access to Unbundled Network Elements of Verizon; provided, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide Collocation to **CLEC only to the extent required by Applicable Law and may decline to provide Collocation to **CLEC to</p>	<p>Verizon VA will permit collocation of advanced services equipment to the extent required by applicable law. Section 1 of the Collocation Attachment to Verizon VA's proposed interconnection agreement</p> <p>To WorldCom sufficiently provides for the collocation of advanced services</p> <p>Equipment to the extent required by applicable law. Verizon VA will amend its tariffs to comply with the Commission's new collocation rules resulting from Order 01-204 in Docket 98-147 issued August 8, 2001.</p>

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		<p>for the collocation of multifunction equipment where an inability to deploy that equipment would as a practical, economic or operation matter preclude MCIIm from obtaining interconnection or access to unbundled network elements.</p> <p>4.2.3 Verizon shall permit MCIIm, at MCIIm's discretion, to collocate DSLAMs, splitters used in association with DSLAMs, and other equipment necessarily located where the copper portion of the Loop terminates in order to provide DSL functionality, in Verizon's premises where the copper portion of the Loop terminates. The Parties agree to adopt rules to implement the FCC's Order in FCC Docket No. 98-147 providing for the collocation of multifunction equipment where an inability to deploy that equipment would as a practical, economic, or operational matter precludes MCIIm from obtaining interconnection or access to unbundled Network Elements.</p>	<p>DSLAMs and any other equipment necessarily located where the copper portion of the loop terminates in order to provide DSL functionality, can be collocated in Verizon premises. Verizon has not filed testimony disputing this language.</p> <p>Verizon and WorldCom appear to agree to adopt language implementing the FCC's Order in Docket No. 98-147 providing for the collocation of multifunction equipment where an inability to deploy that equipment would as a practical, economic or operational matter preclude WorldCom from obtaining interconnection or access to unbundled network elements. (Goldfarb, Lathrop, Buzacott Direct, 7/31 at 34-35).</p> <p>WorldCom's proposed language memorializes WorldCom's rights under FCC 98-147 in a straightforward non-controversial fashion.</p>	<p>the extent that provision of Collocation is not required by Applicable Law. Subject to the foregoing, Verizon shall provide Collocation to **CLEC in accordance with the rates, terms and conditions set forth in Verizon's Collocation tariff, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective.</p>	<p>Verizon Advanced Services Panel Rebuttal Testimony at pages 65-66.</p>
IV-29	Should the contract language reflect the FCC's decision to allow access to inside wire?	<p>During mediation WorldCom proposed the following revisions to WorldCom's proposed language:</p> <p>4.1 Definition. Loop means a transmission facility between a distribution frame, or its equivalent, in a Verizon central office or wire center, and the loop demarcation point at an end-user customer premises, <u>including inside wire owned</u></p>	<p>Verizon's 8/31 testimony indicates this issue is resolved. The agreed -to language which was proposed during mediation is reproduced herein and at pages 25-26 of WorldCom's Reply testimony. (Goldfarb, Lathrop, Buzacott, 9/5 Rebuttal, at 25-26).</p>		<p><u>Resolved</u></p>

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		<p>by Verizon or one of Verizon's Affiliates. <u>Based on Verizon's assertion that neither Verizon nor its Affiliates own any inside wire in Virginia, the Loop does not include inside wire.</u> The Loop includes all features, functions, and capabilities of this transmission facility including, but not limited to, dark fiber, attached electronics (except those electronics used for provision of advanced services, such as DSLAMs), and line conditioning. When Verizon provides MCIw with a Loop, MCIw will have exclusive use of this Loop element. The Loop may be used to provide modes of transmission that include, but are not limited to, two-wire and four-wire analog voice-grade transmission, and two-wire and four-wire transmission of ISDN, ADSL, HDSL, and DS1, DS3, fiber, and other high capacity signals.</p> <p>4.3.1 Definition. The Subloop is any portion of the Loop that is Technically Feasible to access at terminals in Verizon's outside plant. <u>Based on Verizon's assertion that neither Verizon nor its Affiliates own any inside wire in Virginia, the Subloop does not include, including</u> inside wire. An accessible terminal is any point on the Loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within, including, but not limited to, the pole or pedestal, the</p>			

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		<p>NID, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the Loop Feeder/Distribution interface.</p> <p>4.3.3 <u>Verizon shall not interfere with MCI's access to inside wire MCI may obtain, and Verizon shall provide access to Verizon's inside wire at any Technically Feasible point</u> including, but not limited to, the NID or the minimum point of entry, the single point of interconnection, the pedestal, or the pole. "Inside wire" is all Loop plant owned by Verizon or one of its Affiliates on end-user wire facilities customer premises on the customer side of the NID, including inside the customer's premise, as far as the point of demarcation defined in Section 68.3 of the FCC's rules, including the Loop plant near the end-user customer premises.</p> <p>4.3.5 In addition to its obligation to provide Non-Discriminatory access to its Subloops under Section [4.3.2], Verizon shall provide MCI a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. The Parties shall in good faith negotiate reasonable terms and conditions regarding a single point of interconnection, including, but not limited to, compensation to Verizon under forward-looking pricing principles. If such negotiations fail to produce a</p>			

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		mutually agreeable solution within sixty (60) days after one Party's request to initiate such negotiations, either Party may seek resolution under the Dispute Resolution provision of Part A of this Agreement.			
IV-80	Should the Interconnection Agreement contain provisions regarding Directory Assistance Service?	<p>[During mediation WorldCom proposed the following language regarding customized routing:]</p> <p>Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCI's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCI's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCI customers to the particular outgoing trunks and associated routing tables designated by MCI, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCI. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCI as unbundled network elements. In that instance, upon request by MCI, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements.</p> <p>Where Verizon provides OS/DA services to MCI on a resale basis, Verizon shall provide such services at Parity and on a non-discriminatory</p>	<p>Issues IV-80 and IV-81 concern WorldCom's request that Directory Assistance and Operator Services be provided as unbundled network elements. These issues also concern the provision of customized routing because the Commission's rules provide that OS/DA need not be provided as UNEs if Verizon provides customized routing of WorldCom's OS/DA traffic to the Feature Group D trunks designated by WorldCom. (Caputo Rebuttal, 9/5, at 7).</p> <p>In its 8/17 direct testimony, Verizon asserts that there should be no remaining issue because Verizon will provide customized routing to the Feature Group D trunks designated by WorldCom through the AIN architecture available in Verizon VA's service territory.</p> <p>Verizon's obligations and commitments and WorldCom's rights should be reflected in the contract between the parties. The Interconnection Agreement between the parties should reflect Verizon's commitment to provide customized routing to the Feature Group D trunks designated by WorldCom through the AIN architecture available in Verizon</p>	<p>WorldCom: Additional Services Attachment § 3</p> <p>3. Directory Assistance (DA) and Operator Services</p> <p>3.1 Either Party may request that the other Party provide the requesting Party with nondiscriminatory access to the other Party's directory assistance services (DA), IntraLATA operator call completion services (OS), and/or directory assistance listings database. If either Party makes such a request, the Parties shall enter into a mutually acceptable written agreement for such access.</p> <p>3.2 **CLEC shall arrange, at its own expense, the trunking and other facilities required to transport traffic to and from the designated DA and OS switch locations.</p>	<p>Verizon agrees that the interconnection agreement should contain provisions regarding Directory Assistance Service. The provisions offered by WorldCom, however, are outdated. Section 3 of the Additional Services Attachment to Verizon's proposed interconnection agreement addresses these issues satisfactorily and is in full compliance with current law.</p> <p>Verizon VA has offered to provide WorldCom with customized routing of OS/DA, including FG-D protocol. Because AIN architecture has actually been deployed throughout Verizon VA's service territory, there is no basis to include WorldCom's irrelevant language. In fact, the only apparent basis for WorldCom's position is its hope to obtain language that it would seek to import to another jurisdiction where AIN architecture has not been deployed. WorldCom should not be permitted to negotiate terms that have no application in Virginia.</p> <p>UNE Panel - Direct Testimony on Mediation Issues, beginning at 16.</p> <p>UNE Panel - Rebuttal Testimony on</p>

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		<p>basis.</p> <p>[The following paragraphs are proposed to reflect the attributes of DA Services where customized routing is not provided.]</p> <p>6.1.3 Directory Assistance Service</p> <p>6.1.3.1 Verizon shall provide for the routing of Directory Assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCI subscribers directly to either the MCI Directory Assistance service platform or Verizon Directory Assistance service platform as specified by MCI.</p> <p>6.1.3.2 MCI subscribers shall be provided the capability by Verizon to dial the same telephone numbers for access to MCI Directory Assistance that Verizon subscribers are provided to access Verizon Directory Assistance.</p> <p>6.1.3.3 If MCI purchases from Verizon MCI-branded Directory Assistance service selectively routed to Verizon's Directory Assistance platform, MCI shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Directory Assistance traffic to another Directory Assistance platform.</p> <p>6.1.3.3.1 Verizon agrees to provide</p>	<p>VA's service territory. The Interconnection Agreement should also include terms which provide for the customized routing of OS/DA traffic to the Feature Group D trunks designated by WorldCom through means other than AIN, in the event the AIN method becomes unavailable. The Interconnection Agreement should also include a term providing that DA/OS is available as a UNE in the event that Verizon is unable to provide the required customized routing. (Caputo Rebuttal, 9/5, at 7-8).</p> <p>Terms to memorialize these matters were offered during mediation and are reproduced here. Also included are terms describing OS/DA which will only apply in the event the customized routing specified above is not provided.</p> <p>The Caputo Direct testimony, 8/17, at pages 10-20 contains a complete discussion of the customized routing sought by WorldCom and required by the Commission's regulations. Included within the testimony are discussions of Verizon's obligation pursuant to the Commission's orders to provide customized routing to the Feature Group D trunks designated by WorldCom; the importance of satisfactory customized routing; the technical feasibility of the customized routing proposed by WorldCom; the technology used to provide</p>		<p>Mediation Issues, beginning at 30.</p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>MCIIm subscribers with Directory Assistance service at Parity.</p> <p>6.1.3.3.2 Verizon shall notify MCIIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available such service enhancements at Parity and on a Non-Discriminatory basis with respect to other CLECs.</p> <p>6.1.3.3.3 Verizon shall provide Directory Assistance to MCIIm subscribers in accordance with industry standards. Verizon shall notify MCIIm in advance of any changes or enhancements to its Directory Assistance service, and shall make available to MCIIm such service enhancements on a nondiscriminatory basis.</p> <p>6.1.3.3.4 Verizon shall provide MCIIm with provisioning of Directory Assistance at Parity.</p> <p>6.1.3.3.5 Service levels shall comply, at a minimum, with applicable state regulatory requirements, including those for number of rings to answer and disaster recovery options.</p> <p>6.1.3.3.7 Verizon shall provide the following minimum Directory Assistance capabilities to MCIIm's subscribers:</p> <p>6.1.3.3.7.1 Verizon shall provide to MCIIm subscribers seeking Directory</p>	<p>customized routing; previous testing and use of customized routing by WorldCom; the efficient routing of OS/DA traffic using the customized routing required by WorldCom; and the provision of Feature group D signaling as part of customized routing. (Caputo Direct, 8/17, at 10-20).</p>		

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p>Assistance the same number of responses and detail of information that it provides its own subscribers.</p> <p>6.1.3.3.7.2 Upon request by subscriber, call completion to the requested number for local and intraLATA toll calls shall be returned to the MCI network. Rating and billing shall be done by MCI.</p> <p>6.1.3.3.7.2.1 Upon MCI's request and if Technically Feasible, Verizon shall provide blocking of Directory Assistance call completion on an ANI specific basis.</p> <p>6.1.3.3.7.3 Verizon shall populate MCI listings in the Directory Assistance database in the same manner and in the same time frame as it does for Verizon subscribers.</p> <p>6.1.3.3.7.4 Any information provided by a Directory Assistance automatic response unit shall be repeated the same number of times for MCI subscribers as for Verizon subscribers.</p> <p>6.1.3.3.7.5 Verizon shall instruct MCI subscribers to call a toll free number for MCI customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.</p>			
IV-81	Should the Interconnection Agreement contain provisions	[During mediation WorldCom proposed the following language	See IV-80.	See IV-80	See Verizon's position on Issue IV-80.

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
	regarding Operator Services ("OS")?	<p>regarding customized routing:]</p> <p>Where Verizon has deployed an AIN capability that allows routing of OS/DA calls to MCI's FGD trunks, or where Verizon uses existing switch features and functions to route OS/DA calls to MCI's FGD trunks, Verizon shall provide customized routing of OS/DA calls placed by MCI customers to the particular outgoing trunks and associated routing tables designated by MCI, using FGD protocol, including trunks terminating at OS/DA platforms designated by MCI. Where Verizon has not deployed such AIN capability and has not used such existing switch features, Verizon shall provide OS/DA services to MCI as unbundled network elements. In that instance, upon request by MCI, the Parties shall negotiate the terms, conditions, and cost-based rates for providing OS/DA services as unbundled network elements.</p> <p>Where Verizon provides OS/DA services to MCI on a resale basis, Verizon shall provide such services at Parity and on a non-discriminatory basis.</p> <p>[The following paragraphs are proposed to reflect the attributes of OS where customized routing is not provided.]</p> <p>6.1.4 Operator Services</p>			

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		<p>6.1.4.1 Verizon shall provide for the routing of 0+ local, 0- and operator transfers for local Operator Services calls dialed by MCI_m subscribers directly to either the MCI_m Operator Service platform or Verizon Operator Service platform as specified by MCI_m and pursuant to Attachment III, Section [7.2.2].</p> <p>6.1.4.2 MCI_m subscribers shall be provided the capability by Verizon to dial the same telephone numbers to access MCI_m operator service that Verizon subscribers dial to access Verizon Operator Service.</p> <p>6.1.4.3 If MCI_m purchases from Verizon MCI_m-branded Operator Services selectively routed to Verizon's Operator Services platform, MCI_m shall give Verizon prior written notice before terminating that arrangement by selectively rerouting Operator Services traffic to another Operator Services platform.</p> <p>6.1.4.3.1 Verizon agrees to provide MCI_m subscribers Operator Services and service enhancements at Parity and on a Non-Discriminatory basis.</p> <p>6.1.4.3.3 Verizon shall provide the following minimum Operator Service capabilities to MCI_m subscribers at Parity.</p> <p>6.1.4.3.3.1 Completion of 0+ and 0-</p>			

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		<p>dialed local calls;</p> <p>6.1.4.3.3.2 Completion of 0+ intraLATA toll calls;</p> <p>6.1.4.3.3.3 Completion of calls that are billed to a calling card, with the exception of calls billed to proprietary cards, and MCI shall designate to Verizon the acceptable types of special billing;</p> <p>6.1.4.3.3.4 Completion of person-to-person calls;</p> <p>6.1.4.3.3.5 Completion of collect calls;</p> <p>6.1.4.3.3.6 The capability for callers to bill to a third party and complete such calls;</p> <p>6.1.4.3.3.7 Completion of station-to-station calls;</p> <p>6.1.4.3.3.8 The processing of emergency calls;</p> <p>6.1.4.3.3.9 The processing of Line Status Verification and Verification and Call Interrupt requests;</p> <p>6.1.4.3.3.10 The processing of operator-assisted Directory Assistance calls;</p> <p>6.1.4.3.3.11 Provision of rate quotes;</p> <p>6.1.4.3.3.12 The processing of time-</p>			

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		<p>and-charges requests; and</p> <p>6.1.4.3.3.13 The routing of 0- traffic directly to a "live" operator team.</p> <p>6.1.4.3.3.14 When requested by MCI_m and commencing on availability, Verizon shall provide when Technically Feasible, credit on Operator Services calls as provided to Verizon subscribers or shall instruct MCI_m subscribers to call a toll free number for MCI_m customer service to request a credit. Verizon shall provide one toll free number for business subscribers and another for residential subscribers.</p> <p>6.1.4.3.3.15 Caller assistance for the disabled; and</p> <p>6.1.4.3.3.16 Provision of operator-assisted conference calling, when Technically Feasible.</p> <p>6.1.4.3.3.17 Verizon shall accept and process overflow 911 traffic routed from MCI_m to its Verizon Operator Services platform without charge.</p> <p>6.1.4.4 Operator Service shall provide to the extent Technically Feasible MCI_m's local service rates when providing rate quote and time-and-charges services when branding MCI_m services pursuant to Section [6.1.4.3.2].</p> <p>6.1.4.5 Verizon shall exercise at least</p>			

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		<p>the same level of fraud control in providing Operator Service to MCI_m that Verizon provides for its own Operator Service.</p> <p>6.1.4.6 Verizon shall perform billed number screening when handling collect, third party, and calling card calls, both for station-to-station and person-to-person call types.</p> <p>6.1.4.7 Verizon shall refer subscriber account and other similar inquiries to the subscriber service centers reasonably designated in advance by MCI_m from time to time.</p> <p>6.1.4.8 Line Status Verification and Call Interrupt (LSV/CI)</p> <p>6.1.4.8.1 Verizon shall permit MCI_m to connect its local Operator Service to Verizon's LSV/CI systems to enable MCI_m to perform BLV/BLI services.</p> <p>6.1.4.8.2 Verizon shall engineer its LSV/CI facilities to accommodate the anticipated volume of BLV/BLI requests during the busy hour. MCI_m may, from time to time, provide its anticipated volume of BLV/BLI requests to Verizon. In those instances when the LSV/CI systems become unavailable, Verizon shall inform MCI_m as soon as practicable.</p> <p>6.1.4.9 Where LNP is deployed and when a BLV/BLI request for a ported</p>			

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		<p>number is directed to a Verizon operator and the query is not successful (i.e., the request yields an abnormal result), the operator shall if Technically Feasible confirm whether the number has been ported and shall direct the request to the appropriate operator.</p> <p>6.1.4.10 Verizon shall allow MCI to order provisioning of telephone line number (TLN) calling cards and billed number screening (BNS), in its LIDB, for ported numbers, as agreed by the Parties. Verizon shall continue to allow MCI reasonable access to its LIDB for this purpose.</p>			
V-3	<p><i>UNE-P Routing and Billing. Should reciprocal compensation provisions apply between AT&T and Verizon for all traffic originating from UNE-P customers of AT&T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&T UNE-P customers originated by other retail customers in the same LATA?</i></p>	<p><i>The issue is the same as issue V.4.a. Please refer to the AT&T contract language for that issue.</i></p>	<p>This issue is the same issue V.4.a. Please refer to the AT&T rationale for that issue.</p>	<p>5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)</p> <p>5.7.1 Reciprocal Compensation arrangements address the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act. Verizon's delivery of Local Traffic to AT&T that originates with a third party carrier is addressed in Section 7.2. Where AT&T delivers any traffic originating with a third party carrier to Verizon, except as may be set forth herein or subsequently agreed to by the Parties, AT&T shall pay Verizon the same amount that such third party carrier would have paid Verizon for termination of that traffic at the location the traffic is delivered to Verizon by AT&T. Compensation for</p>	<p>Reciprocal Compensation should not apply to all traffic originating from an AT&T UNE-P customer and another third-party facilities based CLEC. AT&T is seeking to substitute reciprocal compensation for the transit traffic charges that Verizon levies upon AT&T for the transit services Verizon provides AT&T. Reciprocal compensation and compensation for transit traffic are meant to compensate LECs for two different services. Under AT&T's proposal, it is unclear exactly how Verizon will be "compensated" by paying reciprocal compensation for calls made and received by AT&T's UNE-P customers. Currently, the OBF is developing a database that will enable carriers to determine the proper originating and terminating parties when Verizon provides transit</p>

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				<p>the transport and termination of traffic not specifically addressed in this Section 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.</p> <p>5.7.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</p> <p>5.7.3 The Parties shall compensate each other for the transport and termination of Local Traffic in a symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&T-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by AT&T. Except as expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the Verizon-IP or the AT&T-IP by the other Party. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access</p>	<p>services for AT&T and third-party facilities based LECs. Until it does, however, AT&T's proposal only simplifies billing matters for AT&T. Finally, AT&T seeks to use a bill and keep system selectively, only when it benefits AT&T. Under Verizon's proposal each Party is fairly compensated.</p> <p>In all events, the entire spectrum of intercarrier compensation is fully before the Commission in CC Docket No. 01-92 <i>In the Matter of Developing of a Unified Intercarrier Regime</i> in which a Notice of Proposed Rulemaking was issued on April 27, 2001. The Commission made it clear in the Status Conference that it was "disinclined" to address issues under consideration in other pending dockets (Status Conference Tr. at 46) and this issue will get a full airing in that proceeding. Moreover, a "bill and keep" compensation scheme for a single type of traffic, as advocated by AT&T, would be a piecemeal implementation of a significant change in intercarrier compensation and a pre-emptive volley into the pending rulemaking in CC Docket No. 01-92. This issue should be deferred, pending the Commission's full examination of the issues in CC Docket No. 01-92.</p> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 33.</p>

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				<p>charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local or Non-Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p>5.7.4 No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to AT&T exceeds twice the amount of traffic that AT&T delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to AT&T in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation.</p> <p>5.7.5 Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced below:</p> <p>5.7.5.1 No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.</p>	<p>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 31.</p>

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				<p>5.7.5.2 IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.</p> <p>5.7.5.3 Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.</p> <p>5.7.5.3.1 At such time that the Parties reach agreement upon a mutually acceptable settlement process, the originating Party will receive a credit for reciprocal compensation in those instances:</p> <p>(i) where IntraLATA 8YY Toll Traffic calls are translated by the originating Party prior to delivery by that Party of such traffic to the terminating Party, and</p> <p>(ii) where the terminating Party bills the originating Party Reciprocal</p>	

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				<p>Compensation in error for such IntraLATA 8YY Toll Traffic; and</p> <p>(iii) where the originating Party provides appropriate records to the terminating Party to substantiate each request subsequent to the Effective Date of this Agreement, the Parties shall negotiate a mutually acceptable settlement process for reciprocal compensation credits in accordance with this Section 5.7.7.3.1.</p> <p>7.2 Tandem Transit Traffic Service ("Transit Service")</p> <p>7.2.1 Transit Service provides AT&T with the transport of Tandem Transit Traffic as provided below. Neither the originating nor terminating Customer is a Customer of Verizon.</p> <p>7.2.2 Transit Traffic may be routed over the Traffic Exchange Trunks described in Sections 4 and 5. AT&T shall deliver each Transit Traffic call to Verizon with CCS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability of those CLASS Features supported by Verizon and</p>	

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