

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
		<p><i>porting interval for all residential customers and a five (5) calendar day maximum porting interval for all business customers. The ported to carrier may, at its sole discretion, request a due date of greater than the aforementioned time frames for a specific customer. Upon good cause shown, the ported from carrier may establish a porting interval greater than five calendar days for an order involving porting of more than 200 lines.</i></p>	<p>cannot be completed within five business days.</p> <p><u>AT&T Needs Established Intervals For Porting a Large Number of Lines</u></p> <p>AT&T needs predictability in the LNP provisioning process in order to effectively market its services. When marketing services to a potential customer, absent known intervals, AT&T cannot provide that customer any indication of when its service will be provisioned. Having to convince the customer to sign up for service, while being unable to give the customer a predictable timeframe for provisioning of such service, puts AT&T at a distinct competitive disadvantage to Verizon, which can inform the customer of a confirmed due date within seconds of placing the customer's order. When AT&T is porting more than 200 lines for one customer, that customer is virtually always going to be a sophisticated – and demanding -- business customer. AT&T needs to be able to quote and to rely upon defined intervals. "We'll get back to you" is not what the customer wants to hear.</p> <p>Verizon argues that it should be permitted to "negotiate" porting intervals for orders involving more than 200 lines. Verizon VA's Direct Testimony on UNE Issues at 26; Verizon's Rebuttal Testimony on UNE Issues at 22. This is</p>	<p>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 will work together to port the customer's telephone number(s) from Party A's network to Party B's network. It is</p>	<p>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> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 24.</p> <p>UNE Panel—Rebuttal Testimony on Non-Mediation Issues beginning at 20.</p>

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			<p>unacceptable, for obvious reasons. Verizon has every incentive to delay porting as long as it can, especially on larger orders.</p> <p>Verizon also asserts "force and load" constraints, complaining that if there are too many large work orders in the same short period of time, Verizon may not have the resources to meet the interval for all of the orders. See VZ UNE Panel Rebuttal at 24. But given the relatively simple process of porting numbers, "force and load" complaints are not a material factor in determining the number of lines which require a negotiated interval nor should they be a material factor in determining the amount of time needed to port the 200+ lines. In fact, AT&T's provisioning centers, which work with Verizon's operations groups during LNP cut-overs, are able to process blocks of numbers as readily as they can process individual number orders. In any event, much of the work involved with porting orders for more than 200 lines is work that AT&T must do, not Verizon. For example, if, AT&T wants to port 200 out of 400 lines that a customer currently has with Verizon, Verizon may have work to do with regard to line hunting arrangements or rearranging the main billing account. However, most of the work will need to be handled by AT&T. Recognizing that there are limited instances where such additional work</p>	<p>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 another end user customer.</p> <p>14.2.4 When a customer of Party A</p>	

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			<p>may require Verizon more than five business days to port the numbers, AT&T has proposed that Verizon commit to five business days for porting more than 200 numbers as a rule unless Verizon can provide AT&T with a justification as to why the work cannot be done within five business days. Solis Rebuttal at 9-10.</p> <p>Finally, two additional facts demonstrate the reasonableness of AT&T's Proposed 5 day interval. First, if a Verizon customer wants to regrade service for more than 50 POTS lines (work that is largely system- and software-related as is porting), Verizon performs those regrades in an established 5-day interval. If Verizon can regrade service for more than 50 POTS lines in five days, it can certainly perform the systems and software work needed to port over 200 lines, without hot cuts, within an established five day interval. Solis Direct at 23. Notably, Verizon neither disagreed with nor contested this comparison in its Rebuttal Testimony. Second, by its own admission, Verizon can and does port between 101 and 200 lines within five business days. Verizon has provided no specific reason to explain or justify why it can port 101-200 telephone numbers within 5 days, but it cannot port more than 200 telephone numbers in that same established interval. Solis Rebuttal at 10.</p>	<p>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> <p>14.2.7 All NXXs assigned to LNP capable switches are to be designated</p>	

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			<p>AT&T recommends the following language:</p> <p>The carrier from which a telephone number is being ported shall, upon receipt of a valid LSR, be able to meet a three (3) calendar day maximum porting interval for all residential customers and a five (5) calendar day maximum porting interval for all business customers. The ported to carrier may, at its sole discretion, request a due date of greater than the aforementioned time frames for a specific customer. Upon good cause shown, the ported from carrier may establish a porting interval greater than five calendar days for an order involving porting of more than 200 lines.</p> <p><u>Citations:</u></p> <p>AT&T Petition at 232; Direct Testimony of William Solis at 20-23; Rebuttal Testimony of William Solis at 9-11.</p>	<p>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> <p>Where a Party has activated</p>	

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				<p>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 until such time as LNP is</p>	

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				available.	
V-9	<p><i>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?</i></p>	<p><i>AT&T's Proposed Contract at § 12.1 states:</i></p> <p><i>AT&T may purchase for resale any Advanced Services, including but not limited to any digital subscriber line service, offered by Verizon, or by Verizon affiliates, subsidiaries or other entities subject to § 251(c) of the Telecommunication Act of 1996, without any unreasonable or discriminatory limitation including, but not limited to limitations or restrictions that would require AT&T also to purchase other services from Verizon.</i></p>	<p>AT&T has asked for explicit language precluding Verizon from insistence that resale of advanced services be tied to the purchase of other products. Specifically, there should be no ability of Verizon to tie the purchase of advanced services to any services in the context of line splitting using the UNE-P combination.</p> <p>Although Verizon has recognized its obligation to make DSL available for resale when a CLECX resells its voice service, there is no specific recognition that "Verizon's obligation to make DSL services available for resale extends not only to carriers that resell Verizon's voice service but also to carriers that provide voice service using UNE-P." Pfau Direct Testimony at 51; see generally, Pfau Direct at 51-58. Verizon should provide resale of DSL for the simple reason that even Verizon itself admits that the physical arrangements that support UNE-P are identical to those that support resale.¹ Moreover, the provision of resold DSL in connection with the UNE-loop merely requires the same types of cross connections that must be implemented to implemented to support line sharing. Pfau Direct at 56.</p> <p>ENDNOTE ¹/ Verizon's July 12, 2001 response to AT&T's Data Request 3-30</p>	<p>12.1 Availability of Retail Services/Wholesale Rates for Resale</p> <p>12.1.1 <u>As and to the extent required by Applicable Law, Verizon, directly or (at Verizon's option, in the case of Advanced Services -- as such term is defined by the FCC) through Verizon Advanced Data Inc. ("VADI"), a Virginia affiliate subject to Section 251(c) of the Act, Verizon will make available to AT&T, in accordance with Section 251(b) (41) of the Act, for resale at wholesale rates (except as provided below), the Verizon's Telecommunications Services (As Defined in the Act) (collectively, "Resold Services") subject to and in accordance with the terms and conditions set forth in Verizon's Tariffs and this Section 12; and, in the case of Advanced Services, VADI's federal and state tariffs (the "VADI Tariff") (as such tariffs are amended or otherwise in effect from time to time).</u> 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>	<p>It is Verizon VA's data affiliate and not Verizon VA that currently provides advanced services to Verizon's voice customers. Because Verizon VA and VADI-VA are separate corporate entities and because AT&T can purchase advanced services for resale from VADI's tariff, the Commission should not require Verizon VA's interconnection agreement to include specific references to the resale of advanced services unless the Commission acts quickly on Verizon's pending request to accelerate the automatic sunset of the structural separation requirements imposed by the Merger Order. Nevertheless, Verizon VA has proposed alternative contract language that should address AT&T's concerns.</p> <p>As to AT&T's request for resold advanced services even when Verizon VA is not the voice provider, Verizon is in the process of developing a new service known as "DSL Over Resold Lines." This service will allow resellers to resell VADI's xDSL service over existing resold voice lines. However, this service is not yet available in Virginia. Both Verizon and VADI must make numerous modifications to their OSS systems and operational procedures to accommodate this proposed service</p>

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			<p>correctly states: There are no operational differences between a retail service and a UNE-P combination service, when the combination is made by Verizon Virginia. They are provisioned and maintained using the same systems</p>		<p>offering. Verizon plans to conduct a trial of the new service in Pennsylvania in late August, and to go into commercial production in that state in September. In cooperation with the New York DSL collaborative, Verizon is developing procedures and processes that will provide access to the high frequency portion of a resold voice line to all requesting collocated xDSL data providers. This service is planned for future deployment.</p> <p>Verizon VA cannot be required to resell xDSL on unbundled loops and platforms when it is not required to provide xDSL on these UNEs in the first place. The Commission has already found that an ILEC "has no obligation to provide xDSL service over . . . [a] UNE-P carrier loop." Similarly, in its <i>Line Sharing Reconsideration Order</i>, the Commission rejected AT&T's argument that ILECs should be required to provide xDSL service to end users who obtain service from a CLEC using UNE platforms, and denied "AT&T's request for clarification that under the <i>Line Sharing Order</i>, incumbent LECs are not permitted to deny their xDSL services to customers who obtain voice service from a competing carrier where the competing carrier agrees to the use of its <i>loop</i> for that purpose."</p>

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					<p>AT&T is seeking to circumvent due process which would determine whether ILEC resale obligations extend to providing resale on UNEs. Recognizing the complexity of the issue, the Commission recently found that "resale of DSL services in conjunction with voice services provided using the UNE loop or UNE-platform raises significant additional issues concerning the precise extent of an incumbent LEC's resale obligation under the Act." Therefore, the Commission declined to require Verizon to permit resale of xDSL over lines on which a CLEC provides voice service using a UNE loop or UNE-P. Until these issues can be addressed, Verizon VA should not be required to include such a requirement in the interconnection agreement.</p> <p><i>See Verizon VA's July 31 Direct Testimony On Non-Mediation Issues (Resale) at 5; Verizon VA's August 17 Rebuttal Testimony On Non-Mediation Issues (Resale) at 3; Verizon VA's August 17 Rebuttal Testimony On Non-Mediation Issues (Advanced Services) at 62.</i></p>
V-12	Number Porting Should Verizon Be Required To Support Off Hours Porting?	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: 14.2.9.1 At AT&T's request for Off-Business Hour Number Portability in response to a specific customer	Customers want the convenience of weekend and evening installations. AT&T needs Verizon's support to provide such off-hour porting but, not surprisingly, Verizon is reluctant to give it because Verizon does not want to make it any easier for AT&T to provision service to customers who,	14.0 NUMBER PORTABILITY – SECTION 251(b)(2) 14.1 Scope The Parties shall provide Number Portability ("NP") in accordance with the requirements of	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

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		<p>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>in all likelihood, are leaving Verizon.</p> <p>Verizon installs local service in the evening or on a Saturday for its own customers. Verizon also provides repair and maintenance for its own customers on the weekends. These services are the functional equivalent of AT&T porting a number from Verizon to AT&T in the evening or on a Saturday. Verizon's refusal to perform equivalent work for AT&T violates the non-discrimination requirements of the Act.</p> <p>In the Pittsburgh area, where AT&T uses Verizon's "weekend porting solution," AT&T installs 200 – 220 customers each Saturday and AT&T's Saturday installation appointments are full for weeks in advance, even though weekday installation times are readily available. Solis Direct at 6. This confirms customers' desire for the more convenient installation times.</p> <p><u>Porting Can Be Done During Off-Hours</u></p> <p>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</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</p>	<p>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> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 24.</p> <p>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 20.</p>

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			<p>unsuccessful, thus requiring restoration of service to Verizon to assure the end-user maintains dial tone. Notably, Verizon's direct testimony in no way indicates that it cannot provide the level of support which AT&T has requested. Solis Rebuttal at 3.</p> <p>AT&T requires only the following limited support for off-hour installations:</p> <p>1. <u>Verizon Must Accept Orders From AT&T With A Saturday Or A Sunday Due Date.</u></p> <p>Verizon must allow AT&T to send orders into Verizon's systems with a Saturday or a Sunday due date listed on the LSR. Currently, if AT&T sends an order into Verizon's system with a Saturday or a Sunday due date, Verizon's system will automatically reassign the due date to the next business day, typically a Monday. See VZ-VA response to AT&T I-41, attached in Exhibit 1 to Solis Rebuttal. This is unnecessary. Even if Verizon has not determined what would be needed to reconfigure its systems to accept an order for a Saturday or a Sunday port, Verizon should be required to do so for its wholesale customers—particularly in light of the fact that Verizon manages to provide its retail customers with weekend installation dates. Solis Direct at 8; VZ-VA Response to</p>	<p>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>AT&T Data Request 8-7, attached in Exhibit 1 to Solis Rebuttal (acknowledging that Verizon representatives can and do enter a Saturday due date when scheduling an installation for a Saturday).</p> <p>2. <u>Verizon Must Provide AT&T With Limited Technical Support.</u></p> <p>There will be occasions where AT&T is scheduled to install a customer at 7pm on a Monday night or at 2pm on a Sunday afternoon, but for one reason or another, e.g. the rare event where there is an error in AT&T's or Verizon's system or a customer cancellation at the last minute, the install does not occur. In these instances, to ensure that the end user customer does not lose dial tone and the ability to receive inbound calls, AT&T will need a Verizon technician to stop the port, i.e. "snapback" the number so that the translations are automatically not removed from Verizon's switch. AT&T requests that Verizon maintain personnel on a standby basis to assist in any emergency repairs or restoration required during the off-business hour porting process. AT&T is willing to compensate Verizon for the incremental cost of Verizon personnel made available for this purpose.</p> <p>Solis Rebuttal at 4; see also AT&T</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>Data Request 8-5, attached in Exhibit 1 to Solis Rebuttal.</p> <p>AT&T's request for this limited technical support is comparable to that which Verizon currently provides to its own customers during off-hours to conduct repairs for troubles that occur over the weekend. See Verizon Response to AT&T I-39, attached in Exhibit 1 to Solis Direct. Verizon currently installs local exchange service for residential customers during off-hours. Verizon Response to AT&T Data Request I-43, attached in Exhibit 1 to Solis Rebuttal. That effort often involves the dispatch of a field technician to the customer premises and/or to the central office to install the service. If Verizon dispatches technicians to the field to serve its customers on a weekend, it should certainly be required to provide the lesser level of technical support that AT&T is requesting here.</p> <p>Moreover, it should be noted that, until an end user has been successfully ported by AT&T, that end user remains a customer of Verizon. Presumably, Verizon would want to take all steps it can to insure that customer's dialtone. All it takes is for Verizon to implement the emergency port-back procedure if AT&T so requests. This procedure is currently in use between the parties during business hours. There is no reason why Verizon's existing</p>	<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</p>	

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			<p>weekend staff could not handle the occasional need for this emergency work. In fact, Verizon already has in place an after-hours escalation number for the RCMC, one of the Verizon organizations that would need to be contacted for the off-hour technical support. Presumably the RCMC off-hour duty supervisor, who is already in place, could manage the occasional need for this technical support. Solis Rebuttal at 4.</p> <p>Verizon's existing weekend staff is there to ensure that Verizon's customers do not lose dialtone and to restore that dialtone, if lost. If maintaining its own customers' dialtone merits a weekend staff, than maintaining dialtone and inbound call termination capabilities for AT&T's newly ported customers should merit the occasional use of that weekend staff. Without this critical, but minimal, amount of support, Verizon is effectively precluding AT&T from offering its customers the convenience of off-hours installations.</p> <p>3. <u>Verizon Shall Ensure That Its Service Order Administration Connectivity To NPAC Is Available To Permit Off-Hour Installations.</u></p> <p>Verizon should ensure that its Service Order Administration ("SOA") connectivity to NPAC is available for processing all required number portability activities at all times</p>	<p>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 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</p>	

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			<p>(except the limited times when NPAC itself is unavailable to perform needed maintenance). Verizon admitted that its "SOA connectivity to NPAC is available for processing all required number portability activities all the time except industry agreed upon Service Provider maintenance windows." Verizon Response to AT&T I-42, attached in Exhibit 1 to Solis Direct. In light of that admission, Verizon can certainly provide this support quite readily.</p> <p>4. <u>Verizon Must Discontinue Billing A Ported Customer At The Date And Time The Port Is Activated, As Reported By NPAC To Verizon.</u></p> <p>To avoid double-billing the 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. By billing the customer after the port has been activated, Verizon bills the customer for service it is not providing, in violation of its tariff requirements. This could even be construed as cramming, i.e., charging customers for services they did not authorize or, as in this event, had already cancelled. In light of these and other facts, the New York Public Service Commission recently acknowledged the need for Verizon to terminate billing coincident with the port, not two days after the number is ported to AT&T. See Order, New</p>	<p>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>	

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			<p>York PSC Case No. 01-C-0095, July 30, 2001, at 85.</p> <p>Rather than offer an alternative solution, however, Verizon has steadfastly insisted that it will continue to bill end users for periods when Verizon is no longer serving those end users simply because it does not want to make any modifications to its systems or methods and procedures. See VZ-VA response to AT&T Data Request 1-40, attached as Exhibit 1 to Solis Direct. For example, under the existing ad hoc Saturday porting arrangement in Pittsburgh, if AT&T wants to port a customer's number on a Saturday, AT&T sends in a LSR with a Saturday due date which Verizon replaces with a Monday due date. Verizon then discontinues the billing as of Monday—not the requested Saturday date on which the customer's number was ported to AT&T and on which AT&T established service to the customer. This is nothing less than Verizon's attempt at unjust enrichment.</p> <p>In addition, because number portability is designed to be "seamless" to the end user, AT&T is also concerned that the over-billing by Verizon may in some circumstances appear to the end user to be over-billing by AT&T. The result is that Verizon, through its actions, is putting AT&T's service — through</p>		

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			<p>no fault of AT&T — in a bad light. To add insult to injury, because of the over-billing, the customer may very well call Verizon to request a credit. When this occurs, Verizon now has an opportunity to sell the customer Verizon's local service – i.e., to encourage the customer to switch back to Verizon. Thus, Verizon gets undeserved revenues from the customers who fail to complain about the overbilling and gets a sales opportunity for the ones who do. Fully supported off-hours porting will resolve those problems.</p> <p><u>Verizon Provides Comparable Services To Its Own End Users</u></p> <p>While Verizon may not provide technical support specifically for porting, Verizon certainly provides technical support to its retail general consumer and business services during the off-hours and on weekends. Verizon does, however, install local exchange service during off-hours. Verizon acknowledged that it has a tariffed offering for "Premium Installation Appointment Charge," which is nothing more (or less) than installation of a residential or business line during non-business hours, i.e. weekends and evenings. Solis Direct at 12-13.</p> <p><u>Verizon Must Be Required To Reduce The Terms And Conditions Of Off-Hour Porting To Contract</u></p>		

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			<p><u>Language.</u></p> <p>Verizon refuses to document even its own inadequate "weekend porting solution." Clearly, without a contractual obligation to facilitate AT&T's porting of customers during off-hours and weekends, Verizon would certainly use the absence of such language as an excuse not to cooperate with AT&T. After all, every number ported by AT&T represents lost end user revenue for Verizon. Verizon must be required to reduce the finally-ordered off-hour porting solution to contract language. Without definitive, enforceable terms and conditions, neither AT&T nor Verizon can be protected. The New York PSC agreed. See Order, New York PSC Case No. 01-C-0095, July 30, 2001, at 85.</p> <p><u>Verizon's proposed "weekend porting solution" is inadequate.</u></p> <p>Verizon's proposed "weekend porting solution" disadvantages AT&T's end users and fails to protect all consumers in fundamental respects:</p> <p>(1) It inconveniences customers by denying them any ability to schedule Sunday installations;</p> <p>(2) It results in double billing when AT&T starts its billing on Saturday when it acquires the customer but Verizon does not stop its billing until Monday night; and</p>		

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			<p>(3) There is the potential for customer confusion regarding repair issues. In Verizon's records, Verizon is the provider of record until Verizon disconnects the service on Monday night. If a customer mistakenly places a repair call to Verizon instead of AT&T between the Saturday port and Verizon's Monday disconnect, there is likely to be some confusion in getting the service repaired. Clear requirements for off-hours porting would alleviate these issues. Solis Direct at 14-15.</p> <p><u>Citations</u> AT&T Petition at 215; Direct Testimony of William Solis at 5-15; Rebuttal Testimony of William Solis at 3-6</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.	<p><i>In today's fast-paced world, customers want service installed quickly and AT&T wants to be able to install that service quickly. Once a customer orders AT&T service, AT&T wants that customer on AT&T's service as quickly as possible. Delay frustrates the customer, delays the time when AT&T may begin billing the customer and collecting revenues and, equally problematic, benefits Verizon by allowing Verizon to keep the customer that much longer. Being able to take a customer's order and provision service within three days, a reasonable timeframe possible given today's systems, wins customers. Verizon should provide number</i></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</p>	<p>Three <u>business</u> day porting is the industry standard consistent with procedures of the Number Portability Administration Center; there are no industry standards for the porting of multiple lines (see Issue V-7).</p> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 24.</p> <p>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 20.</p>

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			<p><i>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.</i></p> <p><i>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. AT&T's contract language requiring a three day porting interval for simple POTS lines should be approved. There are five simple, mechanized steps necessary to implement number porting between wireline carriers:</i></p> <p><i>(1) AT&T sends a local service request ("LSR") electronically to Verizon requesting that a number be ported on a certain date.</i></p> <p><i>(2) Industry standards obligate Verizon to provide a Firm Order Confirmation ("FOC"), also known as the Local Service Request Confirmation ("LSRC") within twenty four (24) hours of receiving the LSR to confirm the port date.</i></p> <p><i>(3) Upon receipt of the FOC, AT&T contacts Number Portability Administration Center ("NPAC") and issues the Create Subscription order.</i></p> <p><i>(4) Verizon has eighteen hours after the Create Subscription order to</i></p>	<p>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><i>confirm or deny the port date with NPAC. If Verizon does nothing within the eighteen hours, the Create Subscription order is automatically confirmed and AT&T can port the number on the requested date.</i></p> <p><i>(5) Prior to the port due date, Verizon must set the unconditional 10-digit trigger in its switch. This will allow AT&T to port the number away on the requested due date. The software work involved with setting the 10-digit trigger can be done at any time and is relatively simple to perform. Currently, Verizon automatically disconnects the translations from the switch at 11:59 pm on the requested due date.</i></p> <p><i>The only immutable timeframes in the port process for a simple POTS line are the 24-hour window within which the ILEC must return a FOC and the 18-hour window within which the ILEC may change its mind and deny the port date with NPAC. Given those two timeframes, a port could occur as quickly as 36 hours after an LSR is submitted. Double that time, three days, is certainly more than a reasonable window within which two carriers with automated systems can port a simple POTS line.</i></p> <p><i>Qwest has recently agreed to a three business day porting interval for ports of less than five POTS lines. AT&T has also committed to port</i></p>	<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</p>	

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			<p><i>simple POTS lines back to Verizon or to other carriers within three calendar days. If Qwest and AT&T can port simple POTS lines within three days, Verizon can do the same. In fact, Verizon concedes in its Rebuttal Testimony that it "agrees to the 3 day interval for simple ports...." Verizon Rebuttal Testimony on Non-Mediation Issues, UNEs, at 22. (Although not stated, AT&T presumes Verizon means 3 business days.) However, neither Verizon's stated procedures nor its proposed contract language reflect this practice. At a minimum, Verizon should be required to commit to the 3-day interval for porting a simple POTS line, as AT&T requests. For obvious reasons, Verizon does not want to facilitate number porting. For equally obvious reasons, AT&T, and hopefully this Commission, have an interest in ensuring that Virginia consumers are able to move between carriers smoothly and efficiently in order to subscribe to services that best meet their needs.</i></p>	<p>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> <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,</p>	

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				<p>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> <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</p>	

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				<p>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 until such time as LNP is available.</p>	
V-13	<i>Should Verizon be required to receive confirmation of a port from NPAC prior to disconnecting a ported</i>	Schedule 14.2 of AT&T's proposed agreement sets forth contract terms and conditions that are necessary and	<i>Verizon should be required to receive confirmation of a port from NPAC prior to disconnecting a ported</i>	14.0 NUMBER PORTABILITY – SECTION 251(b)(2)	The industry has established operational guidelines through the Ordering and Billing Forum ("OBF")

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	<p><i>number?</i></p>	<p>appropriate to support off-hours porting.</p> <p><i>Schedule 14.2.9.1 Requirements - Off-Business Hour Number Portability (LNP-Only) and Coordinated Conversions</i></p> <p><i>1. Requirements for Off-Business Hour Number Portability (LNP-Only) include:</i></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</p>	<p><i>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 was Verizon or AT&T that failed to perform a task needed for the port. Verizon should be required to share the responsibility for protecting customer dial tone. This step fairly distributes the responsibility of protecting the consumer's dialtone between the winning carrier and the losing carrier. Only upon detecting that confirmation would Verizon disconnect the ported number in its switch.</i></p> <p><i>Several different reasons can lead to a number not being ported on the requested due date. There could be an error in AT&T's systems. There could be an error in Verizon's systems. The customer could reschedule or cancel the installation order as late as when the winning carrier's technician arrives at the door to install service. Verizon's refusal to verify that the port has completed foists upon AT&T 100% of the responsibility for protecting that customer's dialtone. Even if the problem was caused by Verizon, in many cases the consumer will perceive AT&T as being responsible and may chose to remain with Verizon.</i></p> <p><i>Currently, Verizon automatically removes the translations for the</i></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 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</p>	<p>for ordering and provisioning services between service providers. Under these guidelines, a local service request ("LSR") is issued by the 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> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 24.</p> <p>UNE Panel--Rebuttal Testimony on</p>

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		<p>activated, as reported by NPAC to Verizon.</p> <p>(4) At AT&T's request, Verizon shall either (1) transmit the NPAC 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</p>	<p><i>ported number at the end of the port window, regardless of whether it has obtained confirmation from NPAC that the port was successful. See Verizon Response to AT&T's Data Request 1-47, cited at Solis Direct at 16.</i></p> <p><i>NPAC does not send confirmation of port completion to either carrier. Carriers must link or query the NPAC's systems to obtain confirmation that the port successfully completed. This is not a huge effort. Carriers involved in porting, including Verizon, are already linked to NPAC's systems for other aspects of the port process. Given that the link already exists, Verizon should be able to easily configure its existing systems to query NPAC's system for conformation of the port completion. Verizon has not determined what would need to be done to modify its systems to automatically detect when NPAC confirms that a port has occurred. Nonetheless, Verizon claims that it would be "a large work effort that Verizon VA need not undertake." Verizon Rebuttal Testimony on Non-Mediation Issues, UNEs, at 29. Instead, Verizon would have AT&T and other CLECs bear 100% of the responsibility for protecting customer dialtone on those occasions where ports are unsuccessful at the last minute.</i></p>	<p>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 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</p>	<p>Non-Mediation Issues beginning at 20.</p>

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		<p>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 Requirements for Off-Business Hour Number Portability (LNP-Only) set forth in section 1 above and (2) Conditions described in section 11.2.9.2 of this Agreement.</p>	<p><i>Bell South knows in real time whether and when a port has successfully completed. Bell South does not remove the translations for a ported number from its switch unless and until it locates the NPAC confirmation of the port completion. AT&T also verifies with NPAC that the port has been activated before removing the translations from its switch. In fact, AT&T's practices provide a significant degree of protection to Verizon's customers. During June 2001, Verizon – Pennsylvania ported 232 lines from AT&T to Verizon, 32 of them after the scheduled due date. If AT&T followed Verizon's practices and did not verify with NPAC that the port had not completed, these customers could very well have been without dialtone on the scheduled port date. Verizon should do the same to protect customers' dialtone.</i></p> <p><i>Verizon points to the Local Service Request ("LSR") which the CLEC sends to Verizon as the authorization for Verizon to remove the customer's number from its switch on the due date. Verizon misses the point. The LSR contains the dates on which both Verizon and the CLEC will perform the work, presuming that all goes as planned. But that does not always happen.</i></p> <p><i>Verizon's reliance on compliance with the Ordering and Billing Forum</i></p>	<p>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> <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</p>	

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			<p><i>guidelines is similarly misplaced.</i></p> <p><i>Consider this example. Both AT&T and Verizon have done all of the advance work that they need to do to transfer service from Verizon to AT&T. However, on the scheduled due date, the AT&T technician arrives at the customer's door at the scheduled afternoon appointment and the customer tells AT&T that he has changed his mind. He wants to remain with Verizon. Under Verizon's construct, AT&T would have to submit a supplemental LSR and walk it through Verizon's systems to ensure that the translations for the customer's number were not removed as scheduled at 11:59 that night, less than 12 hours away. If AT&T is unable to convince Verizon to make the needed change before 11:59 that night, the customer will lost dialtone and it will appear to the customer that AT&T is at fault. Certainly, the customer never had these problems before considering going to AT&T. In fact, it is not AT&T's fault. It is the customer's fault for canceling at the last minute. But, with Verizon's position on this issue, the burden of protecting that customer's dialtone falls wholly on AT&T.</i></p> <p><i>This is simply another example of Verizon seeking to provide the minimum level of service possible. AT&T has demonstrated that this requested practice is good for</i></p>	<p>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 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</p>	

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			<p><i>competition and for consumers. Similarly, AT&T has demonstrated that this practice is technically feasible.</i></p>	<p>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 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>	

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				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.	
VI-1(D)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Number Portability	Resolved per mediation session of 8/7/01 by inclusion of modified Verizon-proposed number portability section.			<u>Resolved</u>
VI-1(E)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Changes in applicable law	WorldCom rejects Verizon's proposed language.	Verizon's proposal is inappropriate, unreasonable, and anti-competitive. First, there should be a single, consistent change of law provision for the entire contract, not a separate, specialized provision only for unbundled network elements. Verizon provides no explanation as to why a separate change of law provision is required for UNEs. Nor does it explain why the change of law provision governing the entire agreement should not govern how the parties address, negotiate, and resolve disagreements over a change in law concerning network elements. (GBL Reply, 9/5, at 29). Second, Verizon's proposed language is anti-competitive and not in the		

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			<p>public interest because it jeopardizes the ability of customers to receive service. Verizon reserves the right (<i>see</i> Verizon Proposed ICA §§1.1, 1.5) to discontinue offering, and to disconnect network elements that Verizon unilaterally determines it is no longer required to provide WorldCom under the applicable law. Such action could have serious impact on customers served by WorldCom and Verizon provides no specific assurance that customers will not be adversely impacted. Verizon has no incentive to cooperate in such a transition and has an incentive to see the transition fail rapidly. It is unreasonable to expect WorldCom to be able to make alternative arrangements to replace a withdrawn UNE within Verizon's proposed 45-day grace period. (GBL Reply 9/5 at 28.)</p> <p>Third, while Verizon would retain the right to terminate services unilaterally and virtually immediately and without limitation—its proposal—when applicable law <u>adds</u> to Verizon's obligations—leaves to an open-ended and potentially drawn out negotiation process the terms, conditions, and pricing of any network elements that Verizon must provide. (Id.) The contrasting treatment of changes which add to Verizon's obligations versus those that subtract from its obligations is stark and unreasonable.</p>		

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			<p>Other language in this section would limit Verizon's obligations to provide network elements for CLECs (by construction of new facilities) even if Verizon would do so for its retail arm. Such a result is prohibited by the non-discrimination provision of the Act.</p> <p>Furthermore, Verizon's section 1.2 would 1) prohibit a potential WorldCom customer from ordering service from Verizon (which requires deployment of facilities) and 2) then prohibit that customer from migrating service to WorldCom. These two provisions, taken together, lock the customer into Verizon's service. The customer is forced to order service from Verizon in the first instance because Verizon will not provision a facility on behalf of WorldCom. Once the customer has ordered service from Verizon, the second provision then prohibits the customer from migrating its service to WorldCom. (GBL Reply, 9/5, at 29-30). Verizon euphemistically refers to this provision (section 1.2 of its UNE attachment) as an 'anti-gaming provision.' It is more aptly considered an anti-competitive provision.</p> <p>Verizon's proposed change of law provision also relies on its contested interpretation of Rule 315. Verizon would restrict the network elements that it must offer WorldCom only to</p>		

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			<p>those that currently exist, and as they are currently connected in Verizon's network. This would preclude WorldCom from offering service to a customer via a second line, for example, when that second line is not already fully connected and operational. This is contrary to the market-opening purposes of the Act, discriminatory (because Verizon makes new elements, or services based on new elements, available to third parties), and an unreasonable limitation on its obligations to combine UNEs it would ordinarily combine in its network, as explained in Issue III-6. (GBL Direct 8/17 at 23 to 26. GBL Reply 9/5 at 25 to 29.)</p> <p>Verizon has provided no testimony supporting the other terms it proposes under this issue. These terms are objectionable because they detract from Verizon's obligation to provide UNEs (section 1.3); they reserve Verizon's right to refuse to honor its obligations to provide UNEs (section 1.6). Verizon's proposed sections 1.1 through 1.6 should be excluded from the interconnection agreement. (GBL Reply, 9/5, at 31-32).</p>		
VI-1(F)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting	Resolved by inclusion of Verizon's proposed Section 1.8 of its UNE Attachment.			<u>Resolved</u>

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	interconnection agreement? – Customer not ready work activity				
VI-1(G)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Verizon's Provisions of UNEs	Resolved per mediation session of 8/9/01 by combining each party's UNE list.			<u>Resolved</u>
VI-1(H)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Maintenance of UNEs	Resolved by inclusion of Verizon's proposed Section 14 of its UNE Attachment.			<u>Resolved</u>
VI-1(I)	To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? – Rates & Charges	Resolved per mediation session on 8/9/01 by inclusion of one sentence cross reference.			<u>Resolved</u>
VI-3(B)	Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions	Attachment III, Section 3 et seq. Section 3. Technical Standards and Technical Specifications for Network Elements 3.1 Each Network Element shall be furnished at the service levels included in this Agreement and in	Verizon objects to WorldCom's proposed language on technical standards and specifications, specifically alleging that the language in section 3.2 of Attachment III would create ambiguities. It is Verizon's proposal, not WorldCom's, that would create	Verizon VA opposes inclusion of Section 3 of Attachment III to WorldCom's interconnection agreement.	The issues presented by the language in § 3 of Attachment III to WorldCom's proposed interconnection agreement are now dealt with by various industry task forces and forums. In addition, the "parity" and "non-discriminatory access" requirements articulated in this section are covered by applicable

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	<p>included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? --</p> <p>Technical standards & specifications</p>	<p>accordance with the performance standards required in this Agreement.</p> <p>3.2 Each Network Element provided by Verizon to MCI, unless identified differently in this Agreement, shall be provided at Parity and in a Non-Discriminatory manner in the areas of: quality of design, performance, features, functions, capabilities and other characteristics, including, but not limited to, levels and types of redundant equipment and facilities for power, diversity and security, that Verizon provides to itself (where applicable and Technically Feasible), Verizon's own subscribers (where applicable and Technically Feasible), to a Verizon Affiliate, or to any other entity, as set forth in the FCC Rules and Regulations, as the same may be amended from time to time.</p> <p>3.2.1 Verizon shall provide to MCI, upon reasonable request, reasonably available engineering, design, performance and other network data sufficient for MCI to determine that the requirements of this Section [3] are being met. In the event that such data indicates that the requirements of this Section [3] are not being met, the Parties shall in good faith endeavor to address the issue at the network operations supervisor level, and if necessary, employ the escalation procedure of Section [15.1.2].</p>	<p>ambiguities. Laws and rules set the framework for commercial interactions, but do not and cannot provide the level of detail required to fully implement specific commercial interactions. That must be left to private contracts, which flesh out the legal and regulatory framework. Congress recognized, however, that interconnection agreements are not typical commercial interactions because the ILECs would benefit if other telecommunications carriers could not interconnect with their networks. Congress therefore constructed an explicit process -- requesting carriers and ILECs should first attempt to negotiate interconnection agreements and when they fail to do so the arbitration process exists to resolve impasses. (GBL Rebuttal, 9/17, at 7).</p> <p>Thus, for example, Rule 51.311 requires access to UNEs "at least equal in quality to that which the incumbent LEC provides to itself." That provides the framework for Verizon and WorldCom to identify the relevant parameters to ensure access that is equal in quality. Verizon has refused to identify such parameters. WorldCom has attempted to identify the relevant parameters and explicitly includes them in Section 3 of its proposed interconnection agreement. The Commission, as the arbitrator, should recognize the need for parameters in</p>		<p>law, namely 47 C.F.R. § 51.311(a) and (b), which provide that the quality of a UNE and the quality of access to a UNE "shall be the same for all telecommunications carriers requesting access to that network element" and "shall be at least equal in quality to that which the incumbent LEC provides to itself."</p>

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		<p>3.2.2 Verizon agrees to work cooperatively with MCIm to ensure that the Network Elements that are provided pursuant to this Agreement will meet MCIm's reasonable needs in providing services to its subscribers.</p> <p>3.3 Unless otherwise requested by MCIm, each Network Element and the connections between Network Elements provided by Verizon to MCIm shall be made available to MCIm at Parity and in a Non-Discriminatory manner at the points identified in this Agreement, or additional points made available through the BFR process.</p>	<p>the contract that measure access "at least equal in quality." WorldCom's proposal does not create ambiguity; to the contrary, it introduces clarity by identifying the relevant parameters. (Id.).</p> <p>WorldCom is entitled to have access to network elements at parity, and to information adequate to assure that it is being provided with network elements at parity. Verizon proposes to delete Section 3 of Attachment III of WorldCom's proposed interconnection agreement. Verizon proposes to delete language that spells out Verizon's obligation to provide non-discriminatory access to UNEs in the areas of design quality, performance, features, functions, and capabilities, and other characteristics such as power, diversity and security requirements. Section 3 of Attachment III also specifies that Verizon will provide reasonably available data sufficient for WorldCom to determine that these requirements are being met. Verizon offers no plausible reason why this provision should be deleted from the Interconnection Agreement. (GBL Reply 9/5 at 33).</p> <p>Worldcom will update the DPL following filing of its response to Verizon's additional direct testimony on this issue.</p>		
VI-3(C)	Subject to Verizon's objection to	Resolved by excluding from the			<u>Resolved</u>

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	<p>using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if WorldCom prevails in its quest to use the 1997 agreement with Verizon as the "default" agreement, should the parties' resulting interconnection agreement include provisions included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which WorldCom failed to raise an issue? –</p> <p>Synchronization</p>	<p>Agreement the language objected to by Verizon.</p>			
VII-2			Resolved.		Resolved.
VII-10	<p><i>Should Verizon be permitted sufficient time to provision to AT&T loops provided via Integrated Digital Loop Carrier?</i></p>	<p>From Schedule 11.2, section 2.8:</p> <p><u>2.8 Use of Digital Loop Carrier Systems (DLC)</u></p> <p>2.8.1AT&T shall be entitled to access any unbundled Loop when it is technically feasible to provide access using the Loop architecture deployed. It is the responsibility of Verizon to provide such technically feasible Loops and, where options exist regarding how a Loop may be provided, Verizon shall inform AT&T of all available options and AT&T shall select the option it will use. In all events, when IDLC is present in the Loop and to the extent technically feasible in the particular situation, AT&T shall have the choice of directing that</p>	<p>Verizon's suggestion that AT&T must resort to the Network Element Bona Fide Request ("BFR") process to obtain a loop that is served using Integrated Digital Loop Carrier ("IDLC") (and for which no spare copper facilities are available) is unacceptable. Verizon cannot be permitted to further leverage its already substantial competitive advantage of having loops integrated with it switches so that it can offer its customers virtually instantaneous provisioning, while an AT&T UNE customer for the same service is subject to the substantial delays and uncertainties of the BFR process. AT&T and its customers that are provisioned by Verizon using IDLC are entitled under the Act to no lesser service than what Verizon provides to</p>	<p>11.7.6 Verizon shall provide AT&T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the</p>	<p>This issue involves what terms and conditions should govern situations where AT&T orders stand-alone loops provisioned over Integrated Digital Loop Carrier.</p> <p>As numerous state commission and boards have recognized, a stand-alone loop cannot be unbundled when provisioned over IDLC facilities. See <i>UNE Remand Order</i> at ¶ 217. Nor did the Commission mandate or prohibit a specific provisioning process or interval for accessing loops when provisioned by IDLC. In § 252 proceedings in other eastern states, AT&T has sought to require Verizon to notify AT&T that facilities are unavailable within the FOC period. With a FOC, however, Verizon merely notifies AT&T that it has received its service order. Not until</p>

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		<p>Verizon:</p> <p>(i) Convert the Loop(s) involved to continuous physical copper pair Loop facilities with qualified transmission capabilities; or</p> <p>(ii) Move the Loop(s) involved to a parallel universal Digital Loop Carrier facility if one exists; or</p> <p>(iii) If neither of the above options are possible, deploy an alternative Loop architecture that permits AT&T to serve the retail customer in a non-discriminatory manner and at comparable cost.</p>	<p>itself and its customers.</p> <p>The BFR process is slow, cumbersome, expensive and open ended with respect to both time and costs. It is designed essentially for the provision of UNEs where one-of-a-kind work is involved or infrequent adjustments to existing routine processes is needed—in other words, where circumstances are out of the ordinary. However, the provisioning of loops using IDLC, that is, loops where one end of the multiplexing function is integrated into the local switch upon which the loop terminates, is neither new nor unusual in Verizon's network.</p> <p>AT&T should be able to know when it places an order for UNE-L what the provisioning interval will be, so that AT&T can confidently commit to its customers. Of course, this should not result in a "least common denominator" solution where the absolutely longest interval is always quoted. But under Verizon's loop provisioning scenario AT&T will not know until three business days after the order is placed whether the loop can actually be provisioned under standard provisioning intervals. This could be as much as five calendar days if a weekend intervenes. That means that AT&T is essentially unable to make any commitment to its customer about when service will be implemented for at least 3-5 calendar</p>	<p>integrated digitized Loop(s). AT&T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.</p>	<p>after the FOC is sent does Verizon begin to evaluate and process that order. Thus, Verizon will not know that the loop requested by AT&T is served by IDLC before the FOC is sent to AT&T. Once it is identified that the loop is served by IDLC, it takes time to determine if and where a spare physical loop is available. Verizon's proposal to notify AT&T within three business days of AT&T's request that there is a lack of available facilities is reasonable. Since Verizon must undertake a search for spare facilities where the loop requested is served by IDLC, the three-business day interval is reasonable and consistent with applicable law.</p>

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			<p>days. On top of this uncertainty, if the ordered loop is IDLC and no spare copper is available, AT&T is thrown into the open-ended BFR process, in which case there is no way to know when, if ever, the loop will be provisioned. At that point the customer might well give up on AT&T and order its services from Verizon – which, if the loop is on IDLC, could likely have service up and working while the customer was still on the line with Verizon's sales representative.</p> <p>Verizon should have in place a standardized process to quickly, reliably and inexpensively address AT&T's order for a loop where that loop is currently provisioned using IDLC and where no spare copper facilities are available. Verizon's loop qualifications systems are, or at least should be, capable of identifying such loops, so that Verizon may rely upon its information in returning a Firm Order Confirmation ("FOC") to AT&T. The standardized process that should be in place should identify such loops in the loop qualification process that precedes a FOC. Verizon should not be returning a FOC for a loop served by IDLC only to subsequently unilaterally re-start the provisioning clock with an interval of unknown but certainly much longer length, simply because Verizon subsequently "found" that no copper was available or that it was unwilling</p>		

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VII-11	<i>Should AT&T be permitted to require Verizon to follow various AT&T ordering requirements for the provision of Verizon's combined UNES?</i>	This issue is simply a restatement of Issue III.7.B. Please refer to AT&T's Proposed Contract Language for Issue III.7.B.	to re-arrange the loop to UDLC. This issue is simply a restatement of Issue III.7.B. Please refer to AT&T's Proposed Rationale for Issue III.7.B.	<p data-bbox="1357 348 1561 370">11.12 Combinations</p> <p data-bbox="1283 398 1610 1009">Subject to the conditions set forth in Section 11.7, Verizon shall be obligated to provide combinations of unbundled Network Elements ("Combinations") including, those set forth below only to the extent provision of a Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to AT&T, Verizon shall provide such Combination in a manner consistent with Applicable Law. To the extent required by Applicable Law, such Combinations may include the following Combinations as defined below; provided, however, such definitions are subject to the change of law provisions of Section 27 and shall change to the extent the FCC or other governmental body with jurisdiction over the subject matter otherwise defines or describes such Combinations.</p> <p data-bbox="1434 1042 1561 1063">11.12.1 UNE</p> <p data-bbox="1283 1067 1610 1283">Platform ("UNE-P") is a combination of a Loop (including the NID), a Local Switching port, transport unbundled network elements and other Network Elements, if any, Verizon is required under Applicable Law to provide as part of "UNE-P" and which are used to provide circuit-switched voice service. There is no</p>	<p data-bbox="1630 348 1955 546">AT&T should not be permitted to require that Verizon follow AT&T's proposed ordering requirements. Verizon's ordering procedures lawfully provide for ordering of Verizon's UNE combinations. AT&T has no legal basis for insisting on these ordering requirements.</p> <p data-bbox="1630 571 1955 670">See UNE Panel--Additional Direct Testimony on Mediation Issues for Issue III-7(b) (Service Conversions in Bulk) beginning at 17.</p>

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				<p>collocation requirement associated with AT&T's access of UNE-P as defined herein.</p> <p>11.12.2 Enhanced Extended Link ("EEL") consists of a combination of an unbundled Loop and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing .</p> <p>11.12.3 Extended Dedicated Trunk Port consists of a combination of unbundled Dedicated Trunk Ports and unbundled Dedicated Transport, where such unbundled Dedicated Transport may include multiplexing, and does not require AT&T to collocate. The Extended Dedicated Trunk Port is dedicated to the use of AT&T in its provisioning of local exchange and associated exchange access service.</p> <p>11.12.4 Subject to Sections 11.11.1 and 11.11.2 charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Exhibit A.</p>	

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