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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

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November 5, 2001

Magalie R. Salas, Esq.
Federal Communications Commission
Office of the Secretary
The Portals
445 12th St. S.W.
Room TWB 204
Washington, D.C. 20554

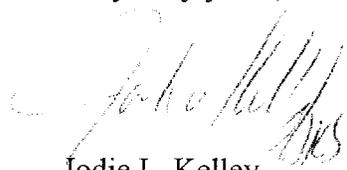
RE: Docket Nos. 00-218, 00-249 and 00-251/

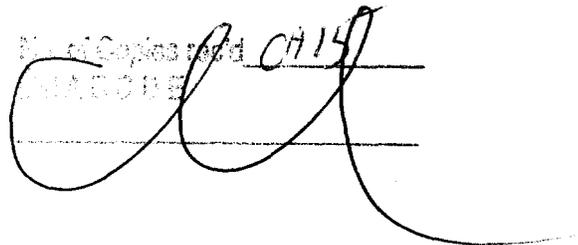
Dear Ms. Salas:

Enclosed for filing in the above captioned docket, please find an original and fifteen copies of the Revised Joint Decision Point List. An extra copy is enclosed to be file-stamped and returned.

If you have any questions, please do not hesitate to call me at 202-639-6058. Thank you very much for your assistance with this matter.

Very truly yours,


Jodie L. Kelley


Number of Copies 15
MADE

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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

SECOND REVISED JOINT DECISION POINT LIST VIII (11/02/01)
(PRICING TERMS & CONDITIONS)

WorldCom, Cox, AT&T ads. Verizon
(Docket Nos. 00-218, 00-249, and 00-251)

ISSUE NUMBERING KEY:

- Category I: (1) unique to Cox or common to (2) Cox and **WorldCom**, (3) Cox and *AT&T*, or (4) all Petitioners
- Category II: common to **WorldCom** and *AT&T* (pricing/costing)
- Category III: common to **WorldCom** and *AT&T* (non-pricing/non-cost)
- Category IV: unique to WorldCom
- Category V: unique to AT&T
- Category VI: Verizon supplemental issues with WorldCom
- Category VII: Verizon supplement issues with AT&T

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY:

- WorldCom** (bold)
- Cox (underline text)
- AT&T* (italic)

| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Verizon's Proposed Contract Language |
|---------------------------------------|--|---|---|
| Pricing Terms & Conditions | | | |
| I-9 | May Verizon place a cap on WorldCom's charges to Verizon at the level of Verizon's charges to WorldCom? <u>Verizon may not limit or control rates and charges that Cox may assess for</u> | WorldCom rejects Verizon's proposed language. There should be no language in the agreement allowing Verizon to cap WorldCom's charges. <u>20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the</u> | Pricing Attachment, Section 3.0 3.0 **CLEC Prices Notwithstanding any other provision of this Agreement, the Charges that **CLEC bills Verizon for **CLEC's Services shall not exceed the Charges for Verizon's comparable Services, except to the extent the **CLEC has demonstrated to Verizon, or, at Verizon's request, to the Commission or the FCC, that **CLEC's cost to provide such **CLEC Services to Verizon exceeds the Charges for Verizon's comparable Services. <u>20.3 The rates and charges set forth in Exhibit A shall be superseded by any new rate or charge when such new rate or charge is required by any order of the</u> |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Verizon's Proposed Contract Language |
|-----------|---|--|---|
| | | <p><i>20.3 Notwithstanding any other provision of this Agreement, AT&T may not charge Verizon a rate higher than the Verizon rates and charges for the comparable services, facilities and arrangements, except if and to the extent that, AT&T has demonstrated to Verizon's (or the Commission's or FCC's) satisfaction, that AT&T's cost to provide such AT&T services to Verizon exceeds the rates and charges for Verizon's comparable services (and the Commission or the FCC, as the case may be, has issued an unstayed order directing that Verizon pay the higher rate or charge).</i></p> <p><i>Verizon's proposed Section 4.2.7 should also be rejected.</i></p> <p><i>4.2.7 — AT&T shall charge Verizon no more than a non-distance sensitive Entrance Facility charge as provided in Exhibit A for the transport of traffic from a Verizon POI to an AT&T IP in any given LATA.</i></p> <p><i>Verizon's proposed limitation on AT&T's rates in Exhibit A, Part 2, section III ("not to exceed Verizon rates for equivalent services available to AT&T") should also be rejected.</i></p> | <p><i>Exhibit A (Pricing Exhibit)</i></p> <p>2. <i>AT&T SERVICES, FACILITIES, AND ARRANGEMENTS:</i></p> <p><i>III. All Other AT&T Services Available to Verizon for Purposes of Effectuating Local Exchange Competition</i></p> <p><i>Available at AT&T's tariffed or otherwise generally available rates, not to exceed Verizon rates for equivalent services available to AT&T.</i></p> |
| III-18 | <p>[Same as Issue IV-85]</p> <p>Should the Interconnection Agreement contain a provision stating that, in the event of a conflict between the rates and charges set forth in the Interconnection Agreement and those set forth in a Tariff, the Interconnection Agreement should control? Should that provision further provide that the Tariff and the Interconnection Agreement should be construed to avoid any conflicts, and that changes or modifications to Tariffs filed by one Party that materially and adversely</p> | <p>Part A, Sections 1.3, 1.3.1 – 1.3.3.</p> <p>1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following shall apply:</p> <p>1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff—or any new Tariff—filed after the Effective Date of this Agreement); provided, however, this Section [1.3.1] shall remain subject to Section [1.3.3].</p> | <p>Agreement Preface, sections 1.1 through 1.3:</p> <p>1.1 This Agreement includes: (a) the Principal Document; (b) the Tariffs of each Party applicable to the Services that are offered for sale by it in the Principal Document (which Tariffs are incorporated and made a part hereof this Agreement by reference); and, (c) an Order by a Party that has been accepted by the other Party.</p> <p>1.2 Conflicts among provisions in the Principal Document, Tariffs, and an Order by a Party which has been accepted by the other Party, shall be resolved in accordance with the following order of precedence, where the document identified in subsection "(a)" shall have the highest precedence: (a) the Principal Document; (b) the Tariffs; and, (c) an Order by a Party that has been accepted by the other Party. The fact that a provision appears in the Principal Document but not in a Tariff, or in a Tariff but not in the Principal Document, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section 1.2.</p> |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: WorldCom (bold); Cox (underline text); AT&T (italic).

| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Verizon's Proposed Contract Language |
|-----------|--|---|--|
| | <p>alter the terms of the Interconnection Agreement shall be effective against the other Party only upon that Party's written consent, or upon an order of the Commission?</p> | <p>1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section [1.3]. [Agreed]</p> <p>1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.</p> | <p>grounds for finding, a conflict for the purposes of this Section 1.2.</p> <p>1.3 This Agreement constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any prior or contemporaneous agreement, understanding, or representation, on the subject matter hereof. Except as otherwise provisioned in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.</p> <p>Agreement Preface, section 4 (Applicable Law):</p> <p>4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the State [Commonwealth] of [STATE], without regard to its conflicts of laws rules. All disputes relating to this Agreement shall be resolved through the application of such laws.</p> <p>4.2 Each Party shall remain in compliance with Applicable Law in the course of performing this Agreement.</p> <p>4.3 Neither Party shall be liable for any delay or failure in performance by it that results from requirements of Applicable Law, or acts or failures to act of any governmental entity or official.</p> <p>4.4 Each Party shall promptly notify the other Party in writing of any governmental action that limits, suspends, cancels, withdraws, or otherwise materially affects, the notifying Party's ability to perform its obligations under this Agreement.</p> <p>4.5 Subject to the terms of Section 4.6, in the event the Commission or the Virginia Commission promulgates rules or regulations, or issues orders, or a court of competent jurisdiction issues orders, which make unlawful any provision of this Agreement, or which materially alter the obligation(s) to</p> |

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|-----------|--------------------|---|---|
| | | | <p>provide services or the services themselves embodied in this Agreement, then the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which conform to such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days after the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section [] (Dispute Resolution Procedures) hereof.</p> <p>4.6 Notwithstanding anything herein to the contrary, if, as a result of any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that Verizon is not required to furnish any service, facility or arrangement, or to provide any benefit required to be furnished or provided to **CLEC hereunder, then, unless otherwise agreed to in writing by the Parties, Verizon may discontinue the provision of any such service, facility, arrangement or benefit to the extent permitted by any such decision, order or determination by providing forty-five (45) days prior written notice to **CLEC unless a different notice period or different conditions are specified in this Agreement (including, but not limited to, in an applicable Tariff or Applicable Law) for termination of such service, in which event such specified period and/or conditions shall apply. Upon receipt of such notice from Verizon, **CLEC may, at its option, petition the Commission or the FCC for review of the discontinuance of Service.</p> <p>Pricing Attachment, Sections 1:</p> <p>1. General</p> <p>1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.</p> <p>1.2 Except as stated in Section 2 or Section 3, below, Charges for Services shall be as stated in this Section 1.</p> |

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|-----------|---|---|---|
| | <p><i>Tariffs v. Interconnection Agreements</i> Should tariffs supercede interconnection rates, terms and conditions?</p> | <p><i>Section 1.0 (Definitions), Section 1.77 (definition of Tariff) and Section 2.3 (Interpretation and Construction) resolved; their application and the application of the undisputed portion of section 20.2 are not:</i></p> <p><i>Verizon's proposed footnotes 1, 3 and 5 in Exhibit A should also be rejected.</i></p> | <p>1.3 The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.</p> <p>1.4 In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Appendix A of this Pricing Attachment.</p> <p>1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.</p> <p>1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in this Agreement, such Charges shall apply.</p> <p>1.7 Intentionally left blank.</p> <p>1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.</p> <p><i>20.2 Where there is an applicable Tariff, the rates and charges contained in that Tariff shall apply except if the Parties agree in writing that other rates and charges shall apply or if the Commission issues an effective order that other rates and charges shall apply. In addition, the rates and charges set forth in Exhibit A shall be superseded, on a prospective basis (unless the Commission, the FCC or other governmental body of competent jurisdiction orders that such new rates or charges be applied on other than a prospective basis (e.g., retroactive true-up), in which case the Parties shall comply with</i></p> |

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|-----------|--------------------|---|--|
| | | | <p><i>the terms of such order, to the extent that it is effective), by any new rate or charge when such new rate or charge is required by any order of the Commission, the FCC or other governmental body of competent jurisdiction, approved by the Commission, the FCC or other governmental body of competent jurisdiction, or otherwise allowed to go into effect, provided such new rates or charges are not subject to a stay issued by any court of competent jurisdiction; provided further that AT&T may not charge Verizon a rate higher than the Verizon rates and charges for the same services, facilities and arrangements.</i></p> <p><i>Exhibit A (Pricing Exhibit)</i></p> <p><i>Footnotes 1, 3, & 5</i></p> <p><i>1 Unless a citation is provided to a generally applicable Verizon Tariff, all listed rates and services are available only to AT&T when purchasing these services for use in the provision of Telephone Exchange Service, and apply only to Local Traffic and local Ancillary Traffic. Verizon rates and services for use by AT&T in the carriage of Toll Traffic shall be subject to Verizon's Tariffs for Exchange Access Service. Adherence to these limitations is subject to a reasonable periodic audit by Verizon.</i></p> <p><i>As applied to wholesale discount rates, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, the rates and charges set forth in Appendix A shall apply until such time as they are replaced by new rates as may be approved or allowed into effect by the Commission from time to time pursuant to the FCC Regulations, subject to a stay or other order issued by any court of competent jurisdiction.</i></p> <p><i>3 Verizon's proposed UNEs, UNE combinations, and UNE pricing methodology reflect the FCC's current rules. Verizon does not agree that UNE prices must be based solely on forward-looking costs, and Verizon reserves the right to seek to change its UNE offerings and UNE prices if the FCC's rules are vacated or modified by the FCC or by a final, non-appealable judicial decision.</i></p> |

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|-----------|--|---|--|
| | | | <p><i>5 All rates and/or rate structures set forth herein, that are marked with an asterisk (*), as applied to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access, shall be interim rates and/or rate structures. These interim rates and/or rate structures shall be replaced on a prospective basis by such permanent rates and/or rate structures (applicable to wholesale discount of retail Telecommunications Services, unbundled Network Elements or call transport and/or termination of Local Traffic purchased for the provision of Telephone Exchange Service or Exchange Access) as may be approved by the Commission and if appealed as may be ordered at the conclusion of such appeal.</i></p> |
| IV-30 | <p>Should the ICA contain a provision setting forth certain general principles regarding the price schedule, including: (1) the effective term of the rates and discounts provided in the ICA (effective for the length of the ICA unless modified by law or otherwise provided); (2) the principle that the rates set forth in Table I that reference existing Tariffs are subject to those Tariffs; and (3) the principle that the rates or discounts in Table I are to be replaced on a prospective basis by FCC or State Commission approved rates or discounts, and setting forth a procedure whereby such approved rates will take effect?</p> | <p>Attachment I, Section 1.1.</p> <p>Section 1. General Principles</p> <p>1.1 Unless otherwise provided in this Agreement, all rates and discounts provided under this Agreement shall remain in effect for the term of this Agreement unless modified by order of the FCC, Commission, or a court of competent jurisdiction reviewing an order of the FCC or Commission, as the case may be. To the extent that rates set forth in Table 1 below reference existing Verizon or MCIIm Tariffs, those rates shall follow the referenced Tariffs. The rates or discounts set forth in Table 1 below shall be replaced on a prospective basis (unless otherwise ordered by the FCC or the Commission) by rates or discounts as may be established and approved by the Commission or FCC and, if appealed, as may be ordered at the conclusion of such appeal. Such new rates or discounts shall be effective immediately upon the legal effectiveness of the court, FCC, or Commission order requiring such new rates or discounts. Within thirty (30) days after the legal effectiveness of the court, FCC, or Commission order establishing such new rates or discounts and regardless of any intention by any entity to further challenge such order, the Parties shall sign a document revising Table 1 and setting forth such new rates or discounts, which revised Table 1 the Parties shall update as necessary in accordance with the terms of this Section.</p> | <p>See Issue III-18 above</p> |
| IV-31 | Should the interconnection agreement | RESOLVED | RESOLVED |

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|-----------|--|---|--------------------------------------|
| | contain a provision stating that rates for exchange access service purchased by either party for use in the provision of toll service to end users customers are not affected by the <i>interconnection agreement</i> ? | | |
| IV-32 | Should the ICA contain a provision stating that: (1) absent agreement otherwise, WorldCom will pay only those rates set forth in Table I for services purchased under the ICA; (2) Verizon will pay for any systems or infrastructure it requires to provide the services covered by the ICA, and that it may recover those costs only through the rates set forth in Table I; and (3) rates for subsequently developed services or services modified by regulatory requirements will be added to Table I by agreement; and (4) electronic copies of the pricing tables will be provided to WorldCom to facilitate changing the rates in the pricing tables? | <p>Attachment I, Sections 1.3 through 1.4.</p> <p>1.3 Unless otherwise agreed, MCI shall pay only the rates set forth in Table 1 for the services it purchases under this Agreement. Verizon shall pay for all of the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to provide the services set forth in this Agreement and priced in Table 1, and shall recover all such costs through the rates set forth in Table 1. Rates for services not yet identified in Table 1, but subsequently developed pursuant to the Bona Fide Request process or services identified in Table 1, but modified by regulatory requirements, shall be added as revisions to Table 1 when agreed between the Parties.</p> <p>1.4 On a monthly (or other mutually agreeable) basis, Verizon shall provide MCI a revised copy of Table 1 to this Attachment I reflecting price changes ordered by the Commission or FCC since the last version of Table 1. Verizon shall provide such revised Table 1 in electronic (Microsoft Word or Excel) format on diskette or CD-ROM, and include the USOC codes, alpha-numeric descriptions, unit price, and recurring or non-recurring indicators for each item. MCI and Verizon shall use such revised Table 1 to amend this Attachment I as set forth in Section [1.1].</p> | See Issue III-18 above |
| IV-33 | Should the ICA contain a Local Service Resale provision that: (1) sets forth the amount that WorldCom will pay to Verizon for services if such services are tariffed by Verizon for sale to subscribers who are not "Telecommunications Carriers" under the Act (that amount being the Tariff rate for each retail | RESOLVED | RESOLVED |

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| | Telecommunications Service subject to wholesale pricing, as reduced by the applicable percentage discount set forth in Table I); (2) explains that if Verizon revises such tariffed rates during the term of the ICA, the applicable percentage discount will be applied to the revised rate; and (3) provides that no discount shall apply (absent agreement otherwise) to Verizon Telecommunications Services that are tariffed by Verizon for sale to subscribers who are Telecommunications Carriers, or to any Verizon services other than Telecommunications Services that Verizon may choose to offer for resale? | | |
| IV-35 | Should the ICA contain a provision that states that reciprocal compensation for the exchange of Local Traffic shall be paid? | <p>Attachment I, Sections 4.2 through 4.2.1.4.2.1.</p> <p>4.2 Compensation for the Termination of Local Traffic</p> <p>4.2.1 Reciprocal Compensation for Local Traffic</p> <p>4.2.1.1 Reciprocal Compensation for the exchange of Local Traffic is set forth in Table 1 of this Attachment and shall be assessed on a per minute-of-use basis for the transport and termination of such traffic.</p> <p>4.2.1.2 The provisions of this Section [4.2] apply to reciprocal compensation for transport and termination of Local Traffic. Local Traffic is traffic originated by one Party and directed to the NPA-NXX-XXXX of a LERG-registered end office of the other Party within a Local Calling Area and any extended service area, as defined by the Commission. Local Traffic includes most traffic directed to information service providers, but does not include traffic to Internet Service Providers.</p> | Same proposal to WorldCom as associated with Issue I-5 (Inter-carrier Compensation) |

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|-----------|--|--|---|
| | | <p>4.2.1.3 Rates for transport and termination of Local Traffic must be symmetrical. For the purposes of this Section [4.2], symmetrical means that the rates MCI charges Verizon for the transport and termination of Local Traffic equals the rates Verizon charges MCI for the same services.</p> <p>4.2.1.4 The Parties shall bill each other the following rates for the transport and termination of Local Traffic.</p> <p>4.2.1.4.1 Transport (where used) – compensation for the transmission and any necessary tandem switching of Local Traffic.</p> <p>4.2.1.4.1.1 The rate for common transport is set forth in Table 1 of this Attachment I. For the purposes of this Section [4.2], both Parties shall bill each other the average mileage of all end offices subtending the applicable Verizon tandem office.</p> <p>4.2.1.4.1.2 Where MCI's Switch serves a geographic area comparable to the area served by Verizon's tandem Switch, MCI shall also charge Verizon for tandem switching in accordance with this Section.</p> <p>4.2.1.4.2 Termination – compensation for the switching of Local Traffic at the terminating Party's end office Switch, or equivalent facility provided by MCI.</p> <p>4.2.1.4.2.1 The rate for local switching is set forth in Table 1 of this Attachment I.</p> | |
| IV-36 | Should the ICA contain a Detailed Schedule of Itemized Charges (Table I of Attachment I)? | Attachment I, Table I. | <i>See Verizon's Proposed Interconnection Agreement, Exhibit A (Pricing Schedule); see also Issue III-18.</i> |
| IV-85 | Should the Interconnection Agreement contain a provision stating that, in the event of a conflict between the rates and charges set forth in the Interconnection Agreement and those set forth in a Tariff, the Interconnection Agreement should | <p>Part A, Sections 1.3, 1.3.1 – 1.3.3.</p> <p>1.3 The Parties acknowledge that some of the services, facilities and arrangements provided pursuant to this Agreement are or will be available under and subject to the terms of the federal or state Tariffs of the Party providing them. To the extent that a Tariff of a Party applies to any service, facility or arrangement provided pursuant to this Agreement, the following</p> | See Issue III-18 above |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

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| | control? Should that provision further provide that the Tariff and the Interconnection Agreement should be construed to avoid any conflicts, and that changes or modifications to Tariffs filed by one Party that materially and adversely alter the terms of the Interconnection Agreement shall be effective against the other Party only upon that Party's written consent, or upon an order of the Commission? | <p>shall apply:</p> <p>1.3.1 The rates and charges set forth in Attachment I shall remain fixed for the term of this Agreement or until superseded by such rates as may be approved by the Commission or FCC, notwithstanding that either of such rates may be different from those set forth in any effective, pending or future Tariff of the providing Party, (including any changes or modifications to any such Tariff--or any new Tariff--filed after the Effective Date of this Agreement); provided, however, this Section [1.3.1] shall remain subject to Section [1.3.3].</p> <p>1.3.2 This Agreement and any applicable Tariffs of either Party shall be construed whenever possible to avoid any conflict between them. The fact that a condition, term, right or obligation appears in the Agreement and not in a Tariff, or in a Tariff but not in the Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for the purposes of this Section [1.3]. [Agreed]</p> <p>1.3.3 Any change or modification to any Tariff (including any Tariff filed after the Effective Date hereof) filed by either Party that materially and adversely impacts the provision or receipt of services hereunder or which materially and adversely alters the terms hereof shall only be effective against the other Party to the extent permitted by: (i) that Party's written consent; or (ii) an affirmative order of the Commission. Each Party shall file any required Tariff revisions, modifications or amendments in order to comply with Applicable Law and to continue performance of this Agreement in a lawful manner.</p> | |
| VI-1(J) | 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? -- Section 271 | RESOLVED | RESOLVED |
| VI-1(K) | To the extent that WorldCom has failed to raise a dispute regarding a provision in Verizon's proposed | RESOLVED | RESOLVED |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

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|-----------|--|---|--------------------------------------|
| | interconnection agreement, should the commission order inclusion of that language in the resulting interconnection agreement? -- Regulatory review of prices | | |
| VI-3(D) | 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 included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which -- Billing contact numbers | RESOLVED | RESOLVED |
| VI-3(E) | 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 included by WorldCom in its proposed interconnection agreement and acknowledged as disputed, but for which -- Compensation for intraLATA toll calls | RESOLVED | RESOLVED |
| VI-3(F) | Subject to Verizon's objection to using the 1997 agreement rather than its model agreement as the starting point or "default" agreement, if | RESOLVED | RESOLVED |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).

| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Verizon's Proposed Contract Language |
|-----------|--|--|--|
| | 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 -- Billing contact numbers | | |
| VII-12 | Should the Parties' interconnection agreement be burdened with detailed industry billing information when the Parties can instead refer to the appropriate industry billing forum? | <p>AT&T Proposed §§ 5.8.4 - 5.8.7 of the Verizon/AT&T Agreement.</p> <p>5.8.4 Verizon will provide AT&T valid lists and ongoing updates of all carrier identification codes ("CIC") and associated billing information for each Verizon Tandem to insure accurate billing in accordance with guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.</p> <p>5.8.5 Each Party will provide the other Party with a CIC on each EMI record transmitted to the other Party.</p> <p>5.8.6 If Verizon does not have a CIC for any local exchange carrier, CLEC or IXC for whom Verizon must supply to AT&T billing records or information pursuant to this Section 5.8, Verizon agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, Verizon agrees that it will submit its pseudo-CIC to AT&T on those records for billing and payment. Verizon further agrees that it will be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</p> <p>5.8.7 If AT&T does not have a CIC for a local exchange carrier, CLEC or IXC for whom AT&T must supply to Verizon billing records or information pursuant to this Section 5.8, AT&T agrees that it will assist the local exchange carrier, CLEC or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, CLEC or IXC has received a CIC, AT&T agrees that it will submit its pseudo-CIC to Verizon on those records for billing and payment. AT&T further agrees that it will be responsible for obtaining reimbursement</p> | <i>Verizon opposes inclusion of AT&T's proposed section 5.8.4 through 5.8.9 to the Parties' Agreement.</i> |

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| Issue No. | Statement of Issue | Petitioners' Proposed Contract Language | Verizon's Proposed Contract Language |
|-----------|---|--|--------------------------------------|
| | | for the respective charges from the appropriate carrier. | |
| VII-13 | Should the parties' agreement contain detailed sections devoted to billing? | RESOLVED | RESOLVED |
| VII-14 | Should the parties' agreement address industry standard billing information in great detail? | RESOLVED | RESOLVED |
| VII-23 | Should definitions contained in Verizon's tariffs prevail over the definitions within the parties' interconnection agreement? | RESOLVED | RESOLVED |
| VII-24 | Should the parties' agreement define "Tariff" so as to exclude incorporation of future tariffs? | RESOLVED | RESOLVED |
| VII-25 | Should the parties' agreement provide for incorporation of future tariffs? | RESOLVED | RESOLVED |

KEY WHERE DISTINCTION AMONG PETITIONERS IS NECESSARY: **WorldCom** (bold); Cox (underline text); *AT&T* (italic).