

SECOND REVISED JOINT DECISION POINT LIST V (11/02/01)
(UNE ISSUES)

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 supplemental 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
III-6	Should the Interconnection Agreement include provisions specifying that 1) Verizon shall offer each Network Element individually or as Technically Feasible combinations of network elements, including the combination of all network elements, also known as Network Element Platform; 2) Verizon shall not separate Network Elements that are already combined on Verizon's network unless requested by MCI and that services provided through combinations of Network Elements or UNE-P will not be disconnected, interrupted, or otherwise modified in order for customers to migrate to MCI; 3) Verizon's charge to MCI for any combination may not exceed the TELRIC price for the sum of Network Elements that comprise the combination; and 4) At MCI's request and where Technically Feasible, Verizon shall provide Combinations of Network Elements whether or not those Network Elements are currently combined in	Attachment III, Section 2.4 and 2.4.1 2.4 Except as provided in Section 2.4.1 below, Verizon shall provide each Network Element individually or in combination with any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport combinations. Verizon shall not separate network elements that are already combined on Verizon's network unless requested by MCI. Verizon's charge to MCI for any Combination of elements that are already combined may not exceed the TELRIC price for the sum of network elements that comprise the Combination. At MCI's request, except as noted below, Verizon shall provide Combinations of Network Elements ordinarily combined in its network, whether or not those Network Elements are currently combined in Verizon's network. Verizon may impose cost-based charges as specified in the pricing provisions of this Agreement for any work reasonably undertaken to	UNE Attachment 1. General 1.1 Verizon shall provide to **CLEC, in accordance with this Agreement (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements on an unbundled basis and in combinations (Combinations); provided, however, that notwithstanding any other provision of this Agreement, Verizon shall be obligated to provide unbundled Network Elements (UNEs) and Combinations to **CLEC only to the extent required by Applicable Law and may decline to provide UNEs or Combination to **CLEC to the extent that provision of such UNEs or Combination are not required by Applicable Law.

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	Verizon's network.	<p>combine Network Elements at MCI's request that were not previously provided.</p> <p>2.4.1 Notwithstanding Section 2.4 above, Verizon shall not be required to provide Network Elements in novel combinations, that is, in configurations that are not present somewhere in Verizon's network; provided further that in the event a court of competent jurisdiction declares lawful the FCC's Rules 51.315(c)-(f), or the FCC promulgates some analogous rule(s), Verizon agrees to provide such novel combinations in accordance with the terms of that rule.</p>	<p>1.2 Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a UNE or Combination pursuant to this Agreement only to the extent such UNE or Combination, and the equipment and facilities necessary to provide such UNE or Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any UNE or Combination; and, (c) Verizon shall not be obligated to combine UNEs that are not already combined in Verizon's network. Consistent with the foregoing, should **CLEC engage in a pattern of behavior that suggests that **CLEC either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling **CLEC to convert those Telecommunications Services to UNEs or Combinations, or ii) itself orders Telecommunications Services in order to induce Verizon to construct facilities that **CLEC then converts to UNEs or Combinations, then Verizon will provide written notice to **CLEC that its actions suggest that **CLEC is engaged in a pattern of bad faith conduct. If **CLEC fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then Verizon shall have the right, within thirty (30) calendar days advance written notice to **CLEC, to institute an embargo on provision of new services and facilities to **CLEC. This embargo shall remain in effect until **CLEC provides Verizon with adequate assurance that the bad faith conduct shall cease. Should **CLEC repeat the pattern of conduct following the removal of the service embargo, then Verizon may elect to treat the conduct as an act of material breach in accordance with the provisions of this Agreement that address default.</p> <p>1.3 **CLEC may use a UNE or Combination only for those purposes for which Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC. Without limiting the foregoing, **CLEC may use a UNE or Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such UNE or Combination to **CLEC in order to allow **CLEC to provide such Exchange Access services.</p>

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			<p>Attachment at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to **CLEC's Collocation node by means of a Cross Connection.</p> <p>16. Combinations</p> <p>16.1 Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to **CLEC, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form. 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 this Agreement 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>16.1.1 UNE 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 collocation requirement associated with **CLEC's access of UNE-P as defined herein.</p> <p>16.1.1.1 Subject to the conditions set forth in Section 1 and this Section 16.1, **CLEC may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in the Network Element Bona Fide Request Process Exhibit:</p> <p>i) Migration -- The transfer of existing retail business or residence service of a Verizon Customer to the already combined</p>

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	<p><i>Under the FCC's Rules as currently in effect, must Verizon provide to AT&T new combinations of UNEs that Verizon ordinarily combines for itself, and under what rates terms and conditions must it provide them.</i></p>	<p><i>AT&T's proposed section 11.7.4 should be adopted.</i></p> <p><i>11.7.4 - In addition to the Combinations of Network Elements furnished by Verizon to AT&T hereunder, Verizon shall combine or Verizon shall permit AT&T to combine any Network Element or Network Elements provided by Verizon with another Network Element, other Network Elements or other services(including Access Services) obtained from Verizon or with compatible network components provided by AT&T or provided by third parties to AT&T to provide telecommunications services to AT&T, its affiliates and to AT&T Customers.</i></p> <p><i>Verizon agrees to provide such combinations, subject only to charges for the direct economic cost of efficiently providing such combinations, if Verizon provides the same or similar combination of equipment, facilities and operational support that delivers functionality reasonably equivalent to the functionality to its own retail operations, an affiliate or other unaffiliated carrier. For those combinations requested by AT&T that Verizon asserts it does not ordinarily combine, Verizon may elect either to provide</i></p>	<p>UNEs that comprise the underlying retail service.</p> <p>ii) New -- The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.</p> <p>16.1.2 Enhanced Extended Link ("EEL") consists of a Combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing, if required.</p> <p>16.1.3 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 **CLEC to collocate. The Extended Dedicated Trunk Port is dedicated to the use of **CLEC in its provisioning of local exchange and associated exchange access service.</p> <p>11.7.5 Except as otherwise expressly stated in this Agreement, AT&T shall access (via its own facilities or facilities it obtains from a third party) Verizon's unbundled Network Elements and Combinations specifically identified in this Agreement via Collocation in accordance with Section 13 at the Verizon Wire Center where those elements exist, and each Loop or Port shall, in the case of Collocation, be delivered to AT&T's Collocation node by means of a Cross Connection.</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</p>

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		<p><i>the combination, subject only to charges for the direct economic cost of providing the requested combination, or provide AT&T, or its duly authorized agent, with the access necessary for AT&T both to make the combination and to deliver service to its customer(s), in a timely manner. Verizon may only refuse to make or permit a combination if it can prove the combination represents a serious hazard to the operation of Verizon's network or personnel. Such a claim of potential harm and written substantiation of the basis and any other basis for Verizon's objection must be provided to AT&T within a reasonable time of AT&T's initial request for the combination. If the parties fail to agree on whether the combination must be provided, either party may subject the issue to binding arbitration.</i></p> <p><i>When AT&T requests that Verizon either combine contiguous unbundled Network Elements or combine non-contiguous unbundled Network Elements in a manner different than that contemplated in this agreement, or in any previous Bona Fide Request from AT&T or any other Telecommunications Carrier, such request shall be handled through the Bona Fide Request process.</i></p>	<p><i>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 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.</i></p> <p><i>11.12 Combinations</i></p> <p><i>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.</i></p> <p><i>11.12.1 UNE 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 collocation requirement associated with AT&T's access of UNE-P as defined herein.</i></p> <p><i>11.12.1.1 Subject to the conditions set forth in Section 11.7 and this Section 11.12, AT&T may order, and Verizon shall make available, the following two (2) classes of UNE-P combinations, neither of which is subject to the conditions set forth in Exhibit B (Network Element Bona Fide Request Process):</i></p> <p><i>(i) Migration-- The transfer of existing retail business or residence service of a Verizon Customer to the already combined</i></p>

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			<p>UNEs that comprise the underlying retail service.</p> <p>(ii) <i>New- The connection of a previously combined unbundled Loop and unbundled Local Switching port (to a specific business or residence end user customer) for the provision of local exchange and associated switched exchange access service.</i></p> <p>11.12.2 <i>Enhanced Extended Link ("EEL") consists of a combination of an unbundled Loop and unbundled Dedicated Transport, and multiplexing, if required.</i></p> <p>11.12.3 <i>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.</i></p>
III-7	<p>Is WorldCom entitled to order combinations of the loop and transport unbundled network elements for the provision of telecommunications services? Can restrictions be placed on the use of unbundled network elements used in the provisions of telecommunications service:?</p>	<p>Attachment III, Sections 2.4 et seq.</p> <p>2.4 Except as provided in Section 2.4.1 below, Verizon shall provide each Network Element individually or in combination with any other Network Element or Network Elements. This includes, but is not limited to, the Combination of all Network Elements, also known as Network Element Platform and Loop/Transport combinations. Verizon shall not separate network elements that are already combined on Verizon's network unless requested by MCI. Verizon's charge to MCI for any Combination of elements that are already combined may not exceed the TELRIC price for the sum of network elements that comprise the Combination. At MCI's request, except as noted below, Verizon shall provide Combinations of Network Elements ordinarily combined in its network, whether or not those Network Elements are currently combined in Verizon's network. Verizon may impose cost-based charges as specified in the pricing provisions of this Agreement for any work reasonably undertaken to combine Network Elements at MCI's request that were not previously provided.</p> <p>2.4.1 Notwithstanding Section 2.4 above, Verizon shall not be required to provide Network Elements in novel combinations, that is, in</p>	<p>UNE Attachment</p> <p>See Verizon contract language in support of Issue III-6</p> <p>3.17 Conversion of Live Telephone Exchange Service to Analog 2W Loops.</p> <p>3.17.1 The following coordination procedures shall apply to "live" cutovers of Verizon Customers who are converting their Telephone Exchange Services to **CLEC Telephone Exchange Services provisioned over Analog 2W unbundled Local Loops ("Analog 2W Loops) to be provided by Verizon to **CLEC:</p> <p>3.17.1.1 Coordinated cutover charges shall apply to conversions of live Telephone Exchange Services to Analog 2W Loops. When an outside dispatch is required to perform a conversion, additional charges may apply. If **CLEC does not request a coordinated cutover, Verizon will process **CLEC's order as a new installation subject to applicable standard provisioning intervals.</p>

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		<p>configurations that are not present somewhere in Verizon's network; provided further that in the event a court of competent jurisdiction declares lawful the FCC's Rules 51.315(c)-(f), or the FCC promulgates some analogous rule(s), Verizon agrees to provide such novel combinations in accordance with the terms of that rule.</p> <p>2.4.2 Verizon's provision of Loop/Transport Combinations must comply with the following requirements:</p> <p>2.4.2.1 The Loop/Transport Combination must provide completed end-to-end cross connection of the channels designated by MCI_m.</p> <p>2.4.2.2 The Loop/Transport Combination must provide multiplexing or concentration (at MCI_m's request), format conversion, signaling conversion, and through-testing consistent with the underlying capabilities of the equipment deployed in the Verizon network.</p> <p>2.4.3 With respect to Loop/Transport Combinations, MCI_m will be responsible for all channel facility assignment (CFA).</p> <p>2.4.4 Verizon may only perform maintenance on Loop/Transport Combinations at MCI_m's direction.</p> <p>2.4.5 Without requiring MCI_m to collocate at all or particular Verizon serving wire centers, MCI_m may provide its own, or request Verizon to provide, either multiplexing/concentration or digital cross connection equipment with any Loop/Transport Combination. Types of this Combination include, but are not limited to, Combinations of (i) DS1 Transport and DS0 Loops and (ii) DS3 Transport and DS1 Loops.</p>	<p>intervals.</p> <p>3.17.1.2 **CLEC shall request Analog 2W Loops for coordinated cutover from Verizon by delivering to Verizon a valid electronic Local Service Request ("LSR"). Verizon agrees to accept from **CLEC the date and time for the conversion designated on the LSR ("Scheduled Conversion Time"), provided that such designation is within the regularly scheduled operating hours of the Verizon Regional CLEC Control Center ("RCCC") and subject to the availability of Verizon's work force. In the event that Verizon's work force is not available, **CLEC and Verizon shall mutually agree on a New Conversion Time, as defined below. **CLEC shall designate the Scheduled Conversion Time subject to Verizon standard provisioning intervals as stated in the Verizon CLEC Handbook, as may be revised from time to time. Within three (3) business days of Verizon's receipt of such valid LSR, or as otherwise required by Applicable Law, Verizon shall provide **CLEC the scheduled due date for conversion of the Analog 2W Loops covered by such LSR.</p> <p>3.17.1.3 **CLEC shall provide dial tone at the **CLEC Collocation site at least forty-eight (48) hours prior to the Scheduled Conversion Time.</p> <p>3.17.1.4 Either Party may contact the other Party to negotiate a new Scheduled Conversion Time (the "New Conversion Time"); provided, however, that each Party shall use commercially reasonable efforts to provide four (4) business hours' advance notice to the other Party of its request for a New Conversion Time. Any Scheduled Conversion Time or New Conversion Time may not be rescheduled more than one (1) time in a business day, and any two New Conversion Times for a particular Analog 2W Loops shall differ by at least eight (8) hours, unless otherwise agreed to by the Parties.</p> <p>3.17.1.5 If the New Conversion Time is more than one (1) business hour from the original Scheduled Conversion Time or from the previous New Conversion Time, the Party requesting</p>

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			<p>such New Conversion Time shall be subject to the following:</p> <p>3.17.1.5.1 If Verizon requests to reschedule outside of the one (1) hour time frame above, the Analog 2W Loops Service Order Charge for the original Scheduled Conversion Time or the previous New Conversion Time shall be waived upon request from **CLEC; and</p> <p>3.17.1.5.2 If **CLEC requests to reschedule outside the one (1) hour time frame above, **CLEC shall be charged an additional Analog 2W Loops Service Order Charge for rescheduling the conversion to the New Conversion Time.</p> <p>3.17.1.6 If **CLEC is not ready to accept service at the Scheduled Conversion Time or at a New Conversion Time, as applicable, an additional Service Order Charge shall apply. If Verizon is not available or ready to perform the conversion within thirty (30) minutes of the Scheduled Conversion Time or New Conversion Time, as applicable, Verizon and **CLEC will reschedule and, upon request from **CLEC, Verizon will waive the Analog 2W Loop Service Order Charge for the original Scheduled Conversion Time.</p> <p>3.17.1.7 The standard time interval expected from disconnection of a live Telephone Exchange Service to the connection of the Analog 2W Loops to **CLEC is fifteen (15) minutes per Analog 2W Loop for all orders consisting of twenty (20) Analog 2W Loops or less. Orders involving more than twenty (20) Loops will require a negotiated interval.</p> <p>3.17.1.8 Conversions involving LNP will be completed according to North American Numbering Council ("NANC") standards, via the regional Number Portability Administration Center ("NPAC").</p> <p>3.17.1.9 If **CLEC requires Analog 2W Loop conversions outside of the regularly scheduled Verizon RCCC operating hours, such conversions shall be separately negotiated. Additional charges (e.g. overtime labor charges) may apply for desired dates and times outside of regularly scheduled RCCC</p>

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			<p>operating hours.</p> <p>17. Conversion of Special Access Services to EELs</p> <p>17.1 To the extent required by Applicable Law, Verizon shall permit **CLEC to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.</p> <p>17.2 When an existing special access service employed by **CLEC is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.</p> <p>17.3 **CLEC may request the conversion of an existing eligible special access service to an EEL by submitting a written electronic notice pursuant to the conversion guidelines as published by Verizon in electronic form on its Wholesale Services web site. Conversion guidelines, sample certification forms and the data template for the circuit information required to process conversion requests are also published by Verizon in electronic form on its Wholesale Services web site. The conversion circuit data template published and made available by Verizon in electronic form must be populated and submitted by **CLEC to Verizon when initiating a conversion request. **CLEC shall not be required to submit Local Service Requests for conversion of eligible special access services to **CLEC. To the extent technically feasible, Verizon shall facilitate all conversions requested by **CLEC without disruption of service and as described in Section 17.2.</p> <p>17.4 Verizon agrees that with respect to all conversions of eligible special access services to EELs, the conversion order shall have an effective bill date of the first day of the calendar month following Verizon's receipt of written electronic notice of such valid request. Recurring charges set</p>

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	<p>Does Verizon have the right to impose operational requirements, in addition to the interim use restrictions on the conversion of special access to UNE combinations prescribed by the Commission, that further limit AT&T's ability to connect a UNE or UNE combination to other services, such as the retail and wholesale offerings of Verizon?</p>	<p>Section 11.13, including the revised terms proposed by AT&T in Section 11.13.6, should be adopted:</p> <p>11.13 Replacement of Services with Unbundled Network Elements</p> <p><i>11.13.1 Verizon shall permit AT&T to substitute unbundled Network Elements (including Combinations) providing identical functionality for any services, including but not limited to access service, except as explicitly provided by Commission rule or order in effect on the date and time the order for conversion is submitted.</i></p> <p><i>11.13.2 When any existing service employed by AT&T is replaced with Network Elements (including Combinations), Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.</i></p> <p><i>11.13.3 Charges for the conversion of an existing service to Network Elements (including Combinations), if any, shall be as specified in Exhibit A.</i></p> <p><i>11.13.4 AT&T may request the conversion of any existing service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit Local Service Requests or separate requests for each service to be converted. Verizon shall facilitate all conversions requested by AT&T without disruption of service.</i></p> <p><i>11.13.4.1 - Verizon shall permit AT&T to employ the operational procedures that Verizon makes available to any other requesting carrier where</i></p>	<p>forth in the Pricing Attachment of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply as of such date. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in the Pricing Attachment. Verizon shall bill **CLEC pro rata for the special access service being converted through the day prior to the effective bill date of the conversion.</p> <p>See Verizon proposed contract language, Sections 11.7.5-11.7.6, in support of Issue III-6</p> <p><i>11.13 Conversion of Special Access Services to EELs</i></p> <p><i>11.13.1 To the extent required by Applicable Law, Verizon shall permit AT&T to convert eligible special access services to EELs in accordance with applicable state and federal requirements for such conversions.</i></p> <p><i>11.13.2 When an existing special access service employed by AT&T is eligible to be converted to EELs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except upon mutual agreement of both Parties, e.g., in the event that the conversion cannot be accomplished without disconnecting, separating, or altering such equipment or facilities.</i></p> <p><i>11.13.3 AT&T may request the conversion of an existing eligible special access service to an EEL by submitting a written electronic notice pursuant to the conversion guidelines as published by Verizon in electronic form on its Wholesale Services web site. Conversion guidelines, sample certification forms and the data template for the circuit information required to process conversion requests are also published by Verizon in electronic form on its Wholesale Services web site. The conversion circuit data template published and made available by Verizon in electronic form must be populated and submitted by AT&T to Verizon when initiating a conversion request. AT&T shall not be required to submit Local Service Requests for conversion of eligible special access services to</i></p>

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		<p><i>such procedures can reasonably be employed for the bulk conversion of a retail or wholesale service to a UNE combination sought by AT&T. To the extent that AT&T seeks use of an existing process, Verizon agrees not to require that AT&T adopt any other surrounding contractual language or limitations except those essential to assure proper operation of the particular bulk conversion process that AT&T seeks to use. Once adopted, this conversion process shall be subject to the change management procedures in effect. The charges for use of such conversion process, or processes shall reflect only the direct and efficient costs of making the conversion. To the extent a bulk conversion process sought by AT&T does not currently exist, Verizon and AT&T will jointly define the new or revised process to efficiently address the needs of AT&T on an expedited basis. Notwithstanding the above described attempt to mutually define such process(es), upon thirty days notice, either party may submit questions relating to the obligation to provide and/or operationalize the requested bulk conversion process issue(s) for dispute resolution in accordance with, and as provided in, this contract."</i></p> <p><i>11.13.5 Verizon agrees that with respect to all unbundled Network Elements (including Combinations) substituted for services:</i></p> <p><i>11.13.5.1 Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of notice from AT&T, and recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply as of such date. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced, recurring charges set forth in Exhibit A of this Agreement applicable to unbundled Network Elements shall apply effective upon the earlier of (i) the date on which Verizon completes the requested work or (ii) the standard interval for completing such work, regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the service being replaced through the date prior to the date on which billing at unbundled Network Element rates commences pursuant to this section.</i></p> <p><i>11.13.5.2 Existing protocols for maintenance and repair of the Network Elements used to provide the service being replaced, including without limitation reporting mechanisms and response times, shall be the same as those applicable to the service being replaced.</i></p>	<p><i>AT&T. To the extent technically feasible, Verizon shall facilitate all conversions requested by AT&T without disruption of service and as described in Section 11.13.2.</i></p> <p><i>11.13.4 Verizon agrees that with respect to all conversions of eligible special access services to EELs, the conversion order shall have an effective bill date of the first day of the calendar month following Verizon's receipt of written electronic notice of such valid request. Recurring charges set forth in Exhibit A of this Agreement applicable to each unbundled Network Element that comprises the EEL arrangement shall apply as of such date. In addition, the EEL test charge applies on a monthly recurring basis to each EEL loop as set forth in the Pricing Attachment. Verizon shall bill AT&T pro rata for the special access service being converted through the day prior to the effective bill date of the conversion.</i></p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
		<p><i>11.13.6 In the event that the termination of any service that is converted to unbundled Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to contract or a Verizon Tariff entered into prior to a final determination by the FCC resolving the applicability of interim use restrictions as established in the UNE Remand and subsequent orders, AT&T shall not be liable for any termination liabilities or other requirements under such contract or Tariff.</i></p>	
III-7-a	<p>Where AT&T requests that existing services be replaced by UNEs and/or UNE Combinations, may Verizon physically disconnect, separate, alter or change in any other fashion the equipment or facilities that are used, without AT&T's consent?</p>	<p>Adopt AT&T's Section 11.13.2:</p> <p><i>11.13.2 When any existing service employed by AT&T is replaced with Network Elements (including Combinations), Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the service being replaced, except at the request of AT&T.</i></p> <p>See also Section 11.13.5.1.</p>	<p>See Verizon contract language in support of Issue III-7</p>
III-7-b	<p>Must Verizon implement an ordering process that enables AT&T to place a bulk order for the conversion of services to UNEs or UNE Combinations?</p>	<p>Adopt AT&T's Section 11.13.4:</p> <p><i>11.13.4 AT&T may request the conversion of any existing service to Network Elements (including Combinations) by submitting a written or electronic notice including, if applicable, the circuit identification or other information sufficient to identify the services to be converted, and may request any number of conversions in a single notice. AT&T shall not be required to submit Local Service Requests or separate requests for each service to be converted. Verizon shall facilitate all conversions requested by AT&T without disruption of service.</i></p> <p>AT&T suggests the following language for purposes of clarification:</p> <p><i>11.13.4.1 Verizon shall permit AT&T to employ the operational procedures that Verizon makes available to any other requesting carrier where such procedures can reasonably be employed for the bulk conversion of a retail or wholesale service to a UNE combination sought by AT&T. To the extent that AT&T seeks use of an existing process, Verizon agrees not to require that</i></p>	<p>See Verizon contract language in support of Issue III-7</p>

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		<p><i>AT&T adopt any other surrounding contractual language or limitations except those essential to assure proper operation of the particular bulk conversion process that AT&T seeks to use. Once adopted, this conversion process shall be subject to the change management procedures in effect. The charges for use of such conversion process, or processes shall reflect only the direct and efficient costs of making the conversion. To the extent a bulk conversion process sought by AT&T does not currently exist, Verizon and AT&T will jointly define the new or revised process to efficiently address the needs of AT&T on an expedited basis. Notwithstanding the above described attempt to mutually define such process(es), upon thirty days notice, either party may submit questions relating to the obligation to provide and/or operationalize the requested bulk conversion process issue(s) for dispute resolution in accordance with, and as provided in, this contract.</i></p>	
III-7-c	<p>Should AT&T be bound by termination liability provisions in Verizon's contracts or tariffs if it converts a service purchased pursuant to such contract or tariff to UNEs or UNE Combinations?</p>	<p>Adopt AT&T's revised Section 11.13.6:</p> <p><i>11.13.6 In the event that the termination of any service that is converted to unbundled Network Elements would otherwise affect AT&T's ability to satisfy any term or volume requirements applicable to existing services pursuant to contract or a Verizon Tariff entered into prior to a final determination by the FCC resolving the applicability of interim use restrictions as established in the UNE Remand and subsequent orders, AT&T shall not be liable for any termination liabilities or other requirements under such contract or Tariff.</i></p>	<p>The Applicable Verizon VA tariff, FCC No. 1, on file with the Commission provides for termination liability.</p>
III-8	<p>Should the Interconnection Agreement contain a provision specifying that for each Network Element and Combinations (including UNE-P and loop/transport combinations), Verizon shall provide connectivity at any technically feasible point, not limited to points at which WorldCom collocates on Verizon's premises?</p> <p><i>Access to UNEs. Is Verizon obligated to provide access to UNEs and UNE combinations (such as enhanced extended links and sub-loops) at any technically feasible point on its network, not limited to points at which AT&T collocates on Verizon's</i></p>	<p>Attachment III, Section 2.5</p> <p>2.5 For each Network Element including, but not limited to, Combinations, Verizon shall provide connectivity at any Technically Feasible point without requiring MCI to collocate.</p> <p><i>Section 11.0 Unbundled Access (language agreed to, application is not):</i></p> <p><i>Subject to the conditions set forth in Section 11.7 and Section 11.12 below, Verizon shall offer to AT&T nondiscriminatory access to Network</i></p>	<p>UNE Attachment</p> <p>See Verizon contract language, Sections 1.1 -1.7, in support of Issue III-6. See also Verizon contract language in support of Issue III-11 (Subloops) and IV-19 (NID). See also contract language dealing with the Bona Fide Request Process to which Verizon and AT&T and WorldCom, respectively, have agreed, at Section 13.3 of the UNE Attachment to the WorldCom Agreement, and at Exhibit B of the AT&T Agreement.</p> <p><i>See Verizon contract language, Sections 11.7.5, 11.12.1, 11.12.2, in support of Issue III-6 (Combinations); Section 11.2.14, in support of Issue III-11 (Subloops); and Section 11.2.15, in support of Issue III-</i></p>

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Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Verizon's Proposed Contract Language
	premises?	<p><i>Elements and Combinations as set forth below on an unbundled basis at any technically feasible point pursuant to, and in accordance with the terms and provisions of this Agreement and Applicable Law (including, without limitation, as set forth in the FCC's Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98, released November 5, 1999, and in FCC Rule 51.315(b), as each may be in effect from time to time); but, notwithstanding any other provision of this Agreement, only to the extent provision of such Network Elements and Combinations on an unbundled basis is required by Applicable Law. Such access to Network Elements and Combinations shall include all of the Network Element's features, functions and capabilities in a manner that allows AT&T to provide any Telecommunications Service that can be offered by means of the Network Element consistent with Applicable Law.</i></p> <p><i>See also AT&T Schedule 11.2.14 at, e.g., Sections 2 and 4.2.1:</i></p> <p><i>2. An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:</i></p> <p><i>a. at, near, or on the customer premises, such as the pole or pedestal, the NID, the cross-connect block, a building terminal, or the minimum point of entry to the customer premises (MPOE).</i></p> <p><i>b. at the Feeder Distribution Interface or Serving Area Interface (FDI/SAI), the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).</i></p> <p><i>c. at a distribution frame in the incumbent's central office.</i></p> <p><i>4.2.1 At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop and NID in combination, or any Subloop element (i.e., Loop Feeder, Loop Concentration/Multiplexing Functionality, Loop Distribution, and intra-premises wiring), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as may be stated elsewhere in this Schedule, Subloop elements shall be available to AT&T through the standard ordering process. Verizon may only refuse to limit</i></p>	<p><i>12 (dark fiber). See also contract language dealing with the Bona Fide Request Process to which AT&T and Verizon have agreed at Exhibit B of the Verizon/AT&T Agreement.</i></p>

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		<p><i>availability of or access to a Subloop at or between two points by demonstrating that the access sought by AT&T is technically infeasible. To the extent Verizon refuses access on such a basis, Verizon shall provide AT&T with a written explanation of the facts it relies upon to demonstrate the technical infeasibility of the request and such explanation must be provided to AT&T within (five) 5 days of the request for access that Verizon seeks to deny.</i></p>	
III-9	<p>Local Switching - In what circumstances can Verizon assert the "end user with four or more lines" exception to deny providing AT&T/WCom the local switching unbundled network element?</p>	<p>Attachment III, Section 7.1.</p> <p>7.1 Verizon shall provide MCI unbundled, Non-Discriminatory access to Local Switching (including traditional and ISDN switching functionalities, and in particular including the ability to route to MCI's transport facilities, dedicated facilities, and systems) at TELRIC-based rates; provided, however, that Verizon may charge the market-based rates set forth in Attachment I for Local Switching for MCI's provision of local service to customers who have four or more voice grade (DS0) or equivalent lines at one location in the density zone 1 of the Washington, D.C. and Norfolk-Virginia Beach-Newport News Metropolitan Statistical Areas (as defined as of January 1, 1999 under Section 69.123 of the FCC's rules), if Verizon also provides to MCI throughout the relevant density zone 1 Non-Discriminatory access at TELRIC prices to Loop/Transport Combinations (including multiplexing/concentration equipment).</p>	<p>See Verizon contract language, Section 1.1, in support of Issue III-6.</p>

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	<p><i>Under the FCC's Rules as currently in effect, must Verizon provide to AT&T unbundled local switching UNEs in all instances except where AT&T individually provides four or more access lines to an individual customer at a specific single customer premises (served from density zone 1 offices, as of 1/1/99, in the top 50 MSAs as identified in the FCC's UNE Remand Order)?</i></p>	<p><i>Adopt AT&T's Section 11.4.1.5:</i></p> <p><i>11.4.1.5.1 Until modified by Commission Order, Verizon may impose limitations to the availability of unbundled local switching at TELRIC prices as provided in paragraphs 11.4.1.5.2 through 11.4.1.5.11 of this Agreement. In the event that the Federal Communications Commission modifies its rules governing Verizon's obligation to provide unbundled local switching at TELRIC rates subsequent to the approval of this agreement, paragraphs 11.4.1.5.2 through 11.4.1.5.11 shall be null and void and the pricing of unbundled local switching previously subject to the limitations shall revert to the TELRIC rates applicable to unbundled local switching not subject to the limitations, 30 days following effectiveness of the relevant FCC Order, unless, before that date, the parties agree to implement alternative language or submit the issue to binding arbitration.</i></p> <p><i>11.4.1.5.2 Upon not less than one hundred eighty (180) days written notice to AT&T, Verizon may elect not to provide unbundled Local Switching (as defined in 51.319(c)(1)) at total element long-run incremental cost-based prices under the circumstances set forth herein within any portion of a territory (each, an "Exception Territory") for which Verizon can demonstrate that, as of the date on which AT&T receives notice (the "Exception Notice Date"), Enhanced Extended Links ("EELs") functionality that complies in full with all of the requirements set forth in this Agreement and under Applicable Law is available for ordering and installation by AT&T throughout such territory at cost-based prices as specified in Exhibit A of this Agreement without use restrictions of any kind, and in accordance with the timeliness and quality standards set forth in Section 26 (Performance Standards, Measurements, and Penalties) of this Agreement. A territory shall be eligible to be an "Exception Territory" if it constitutes the entire service area of Verizon in density zone 1 that is located within one of the top 50 Metropolitan Statistical Areas ("MSAs") and if all of the conditions in this Schedule are satisfied throughout such territory, even if Verizon chooses to make an election pursuant to this Schedule with respect to less than the entire Exception Territory. The density</i></p>	<p><i>11.4.1.5 Exception to Verizon's Obligation to Provide Unbundled Local Switching</i></p> <p><i>11.4.1.5.1 Notwithstanding any other provision in section 11.4.1 above, Verizon shall not be required to provide unbundled Local Switching to AT&T when AT&T serves end-users with four (4) or more voice grade (DS0) equivalents or lines ("Exempt End User(s)"), provided that Verizon complies with the requirements of 47 C.F.R. §51.319(c)(2), as may be amended from time to time.</i></p> <p><i>11.4.1.5.2 In the event Verizon elects, in conjunction with its efforts to seek in-region long distance relief in Virginia, to provide unbundled Local Switching to AT&T when AT&T serves Exempt End Users in any of those areas it is not required to do so pursuant to 47 C.F.R. §319(c)(2), Verizon agrees to provide unbundled Local Switching at rates mutually agreed-to by the Parties, which agreed-to rates shall supercede those rates associated with unbundled Local Switching set forth in Exhibit A. If the Parties are unable to agree on such rates within thirty (30) calendar days after the beginning of negotiations for same, either Party may seek appropriate relief from the Commission.</i></p> <p><i>11.4.1.5.3 AT&T shall not knowingly order unbundled Local Switching for an Exempt End User. In the event that AT&T submits an order for Verizon to provision unbundled Local Switching (either alone or in combination with other unbundled Network Elements) to such Exempt End User and either Party discovers that Verizon has so provided service, Verizon may charge AT&T a rate to be negotiated for use of the unbundled Local Switching functionality for the affected Exempt End User, or in the alternative to charge AT&T the applicable Resold Services rates in lieu of the rates for use of all Network Elements and associated services used to provide the affected service to the AT&T Customer. AT&T shall promptly notify Verizon of any orders submitted by AT&T to provision unbundled</i></p>

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		<p>zone 1 designation is as determined by NECA Tariff No. 4, as in effect on January 1, 1999. The top 50 MSAs are those listed in Appendix B of the FCC Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-98. The offices that are eligible to include Exception Territories are listed in the Appendix to this agreement.</p> <p>11.4.1.5.3. For the purposes of the exception, "same physical location" shall be determined by AT&T based upon the following rule:</p> <p>11.4.1.5.3.(a) Pre-existing combinations and orders for unbundled 2 wire analog loops, connected to the line side port of the unbundled local circuit switching elements that were scheduled for installation before the exception is effective pursuant to the above terms shall not be disrupted or discontinued by Verizon.</p> <p>11.4.1.5.3.(b) To the extent a pre-existing customer account is consolidated at the retail customer's request and such consolidation would otherwise allow the exception to be applied, Verizon shall not limit AT&T's ability to use all unbundled network elements used to provide the retail service it offered prior to the consolidation.</p> <p>11.4.1.5.3.(c) Upon Verizon's compliance with the requirements above, AT&T will certify that use a mutually agreeable ordering procedure (e.g., a separate USOC) to order the unbundled local switching element where market pricing of the unbundled local switching element. Such procedures shall take effect at the later 180 days following notice by Verizon as provided in 5.1.8.1 or 180 days after Verizon and AT&T agree to the ordering procedure within the state where the unbundled local switching exception is applicable.</p> <p>11.4.1.5.4 Verizon may only exercise the election permitted under this Schedule with respect to the fourth and subsequent 2 wire unbundled Loops of Verizon that AT&T uses in combination with Local Switching to provide retail local voice service to a single end user customer account name, at a single physical customer location (including a single tenant building or a single unit within a multiple dwelling unit or other multiple tenant environment). Upon request from Verizon, AT&T shall certify that the foregoing requirements do not apply to any specific facility. For the purposes of applying the exception, a "customer" shall be determined by AT&T based upon the following rule: Only two-wire analog unbundled loops obtained from Verizon will be counted. If such unbundled loops used by AT&T terminate at the same physical location</p>	<p>Local Switching to an Exempt End User.</p> <p>11.4.1.5.4 Nothing in this Section 11.4.1.8 shall be construed to limit in any manner Verizon's obligation to provide unbundled Shared Transport.</p> <p>11.4.1.5.5 Nothing herein shall preclude AT&T from using its own or third party facilities or Verizon Resold Services to provide services, in any quantity, to a Customer.</p> <p>11.4.1.5.6 Nothing herein shall be deemed to relieve Verizon of its obligation to provide unbundled Local Switching unbundled from transport, local loop transmission, or other services pursuant to Section 271(c)(2)(B)(vi) of the Act.</p>

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		<p><i>but are billed to different retail customers of AT&T the loops will be separately accumulated for purposes of determining whether the exception may be applied. In determining whether Verizon may exercise this election in any particular case, AT&T shall not be obligated to disclose retail account detail for its customers, such as customer name or address, beyond that which is otherwise required under mutually agreeable implementation of industry standard ordering provisions.</i></p> <p><i>11.4.1.5.5 Existing combinations and orders for 2 wire voice grade Loops connected to the line side port of the unbundled Local Switching elements that were installed or ordered (separately or in combination) before the date that is one hundred eighty (180) days after the Exception Notice Date (including orders placed before the end of such 180-day period and provisioned after the end of such 180-day period) shall be provided by Verizon at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement until such time as AT&T issues an order to disconnect the Network Elements, notwithstanding any consolidation of customer accounts or other modification in the servicing arrangement by AT&T. In no event shall Verizon under any circumstances disrupt or discontinue the provision of, or fail to provision, Local Switching under this Agreement.</i></p> <p><i>11.4.1.5.6 In the event that AT&T orders Local Switching in excess of limitations applied by Verizon pursuant to this Schedule, Verizon's sole recourse shall be to charge AT&T a rate to be negotiated for use of the Local Switching functionality for the affected facilities, or in the alternative to charge AT&T the Local Services Resale rate for use of all Network Elements and associated services used to provide the affected facilities to the AT&T Customer. In such cases, AT&T shall designate which facilities are being purchased at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement and which facilities are being purchased at pricing provided in this Section 4.</i></p> <p><i>11.4.1.5.7 Notwithstanding the provisions set forth above, Verizon shall always provide Local Switching at total element long-run incremental cost-based prices set forth in Exhibit A of this Agreement if line side port functionality is not required. Nothing in this Schedule shall be construed to limit in any manner Verizon's obligation to provide unbundled Shared Transport at total element long-run incremental cost-based prices throughout its service area for use by AT&T in serving any AT&T customer in any quantity, including in situations where Verizon is not required to provide unbundled Local Switching at total element long-run incremental cost-based</i></p>	

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		<p>prices.</p> <p>11.4.1.5.8 <i>Nothing herein shall preclude AT&T from using its own facilities, resold services, or any other facilities, services or serving arrangements to provide additional services, in any quantity, to an end user customer account with respect to which Verizon may exercise this election.</i></p> <p>11.4.1.5.9 <i>All disputes arising under these provisions shall be resolved according to the Dispute Resolution process set forth in Section 28.11 of this Agreement.</i></p> <p>11.4.1.5.10 <i>Nothing herein shall be deemed to relieve Verizon of its obligation to provide unbundled Local Switching as a condition to meeting the requirements of Section 271(c)(2)(B)(vi) of the Act.</i></p> <p>11.4.1.5.11 <i>Verizon shall not impose any restrictions on AT&T regarding the use of the unbundled Local Switching it purchases from Verizon provided such use does not result in demonstrable harm to either the Verizon network or personnel.</i></p>	
III-10	<p>Whether the agreement should permit WorldCom to engage in line splitting and line sharing as mandated by FCC Order.</p> <p><i>How and under what conditions must Verizon implement Line Splitting and Line Sharing?</i></p>	<p>Resolved</p> <p>Adopt AT&T's Schedule 11.2.17, as revised by AT&T (deleted language struck through, new language in red):</p> <p style="text-align: center;"><u>Schedule 11.2.17</u></p> <p style="text-align: center;"><u>Line Sharing and Line Splitting</u></p> <p>Definitions:</p> <p style="text-align: center;"><i>The terms listed below shall have the following meaning when used within this Schedule:</i></p> <p style="text-align: center;"><u>Authorized Agent</u> <i>A certified CLEC or any other entity with whom AT&T has a relationship to provide services within the HFS of a local</i></p>	<p>Resolved as to WorldCom</p> <p><i>For all copper loops:</i></p> <p>1.46 <i>"Line sharing" is an arrangement by which Verizon facilitates AT&T's provision of ADSL (in accordance with T1.413), Splitterless ADSL (in accordance with T1.419), RADSL (in accordance with TR # 59), MVL (a proprietary technology), or any other xDSL technology that is presumed to be acceptable for shared line deployment in accordance with FCC rules, to a particular Customer location over an existing copper Loop that is being used simultaneously by Verizon to provide analog circuit-switched voice grade service to that Customer by making available to AT&T, solely for AT&T's own use for provisioning those Advanced Services that</i></p>

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