

ORIGINAL

060479-TP  
verizon

Dulaney L. O'Roark III  
Vice President-General Counsel, Southeast Region  
Legal Department

Six Concourse Parkway  
Suite 600  
Atlanta, Georgia 30328

Phone 770-284-5498  
Fax 770-284-5488  
[de.oroark@verizon.com](mailto:de.oroark@verizon.com)

June 28, 2006

Ms. Blanca S. Bayo, Director  
Division of the Commission Clerk  
and Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

RECEIVED-FPSC  
06 JUN 28 AM 11:08  
COMMISSION  
CLERK

Re: Docket No.  
Verizon Florida Inc.'s Petition for Resolution of Its Dispute with XO  
Communications Services, Inc.

Dear Ms. Bayo:

Enclosed for filing are an original and 15 copies of the above-referenced Petition. Also enclosed are an original and 15 copies of Verizon Florida Inc.'s Notice of Intent to Seek Confidential Classification. Service has been made as indicated on the Certificate of Service. If there are any questions regarding this filing, please contact me at 770-284-5498.

Sincerely,




Dulaney L. O'Roark III

tas

Enclosures

RECEIVED & FILED



FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

05801 JUN 28 06

FPSC-COMMISSION CLERK

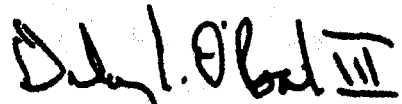
**CERTIFICATE OF SERVICE**

I hereby certify that copies of the foregoing were sent via overnight mail(\*) on June 27, 2006 and U.S. mail(\*\*) on June 28, 2006 to:

Staff Counsel (\*)  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Gegi Leeger(\*\*)  
Director-Regulatory Contracts  
XO Communications, Inc.  
11111 Sunset Hills Road  
Reston, VA 20190-5339

Karen M. Potkul(\*\*)  
VP-Regulatory  
XO Communications, Inc.  
1601 Trapelo Road, Suite 397  
Waltham, MA 02451



Dulaney L. O'Roark III

# REDACTED

## BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Verizon Florida Inc.'s Petition for )  
Resolution of Its Dispute with )  
XO Communications Services, Inc. )  
\_\_\_\_\_ )

Docket No. 060479-TP  
Filed: June 28, 2006

### VERIZON FLORIDA INC.'S PETITION FOR DISPUTE RESOLUTION

In accordance with sections 3.6.2.1 and 3.9.2.1 of Amendment 2 of its Interconnection Agreement ("ICA") with XO Communications Services, Inc. ("XO"), Verizon Florida Inc. ("Verizon") asks the Commission to resolve its dispute with XO about dedicated transport facilities that XO has attempted to retain at unbundled network element ("UNE") prices, but that are not UNEs. Verizon is currently providing XO a total of \*\*\*\*\* dedicated transport circuits out of wire centers that meet the FCC's non-impairment criteria established in the *Triennial Review Remand Order*.<sup>1</sup> Verizon thus asks the Commission to permit Verizon to disconnect these facilities or convert them to special access services, and to order XO to retroactively compensate Verizon for these facilities at the monthly tariffed special access rates, as the parties' ICA requires. In addition, Verizon asks the Commission to order XO to pay Verizon the appropriate true-up to access rates for \*\*\*\*\* additional circuits that XO ordered as UNEs out of non-impaired wire centers after March 11, 2005, but that XO disconnected several months later.<sup>2</sup>

<sup>1</sup> See *Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket 04-313 & CC Docket No. 01-338 (rel. Feb. 4, 2005) ("TRRO"); 47 C.F.R. §§ 51.319(a)(4) (DS1 loops), 51.319(a)(5)(DS3 loops), 51.319(e) (dedicated transport).

<sup>2</sup> XO ordered \*\*\*\*\* more \*\*\*\*\* circuits out of non-impaired offices after March 11, 2005, but shortly before Verizon filed this petition, XO agreed that the circuits should be converted to special access (\*\*\*\*\* of those circuits were disconnected, so the special access rates apply up to the date of disconnection). Because XO has acknowledged that these circuits are properly special access, rather than UNEs, Verizon expects that XO will pay Verizon a retroactive true-up to access rates from the time the circuits were erroneously ordered as UNEs. If XO refuses to do so, Commission intervention may be necessary.

05801 JUN 28 8

FPSC-COMMISSION CLERK

I. The Relevant Law and ICA Terms

In the *TRRO*, the FCC determined that incumbent local exchange carriers (“ILECs”) are no longer required to provide DS1 and DS3 transport facilities out of wire centers that meet the non-impairment criteria established there. Specifically, the FCC held that CLECs may not obtain DS1 transport on routes connecting two “Tier 1” wire centers—that is, wire centers that each “contain[] at least four fiber-based collocators or 38,000 or more business lines.” *TRRO* ¶¶ 66 (emphasis in original), 112, 126; 47 C.F.R. § 51.319(e)(2)(ii)(A); 51.319(e)(3)(i). In addition, CLECs may not obtain DS3 transport on routes connecting any combination of Tier 1 and Tier 2 two wire centers. Tier 2 wire centers are defined as those containing “at least three fiber-based collocators or at least 24,000 business lines.” *Id.* ¶¶ 66 (emphasis in original), 118, 129-130; 47 C.F.R. § 51.319(e)(2)(iii)(A). The FCC’s non-impairment criteria are reflected in the parties’ Amendment No. 2 (“*TRO/TRRO* Amendment,” attached as Ex. 1) at sections 3.5.1 (“DS1 Dedicated Transport”); 3.5.2 (“DS3 Dedicated Transport”); and 3.5.5 (“Wire Center Tier Structure”).

The FCC adopted a 12-month transition plan for the CLECs’ embedded base of “de-listed” DS1 and DS3 transport. See *TRRO* ¶ 142. The transition period began on March 11, 2005, the effective date of the *TRRO*, and ended on March 11, 2006. *Id.* ¶¶ 5, 142-43. Before the transition deadline, the CLECs were required to either discontinue the de-listed elements or obtain non-UNE replacement services. *Id.* ¶¶ 142-45. The transition plan applied “only to the embedded customer base,” and did not permit CLECs to add new dedicated transport UNEs where unbundling is no longer required under the *TRRO* non-impairment standard. *Id.* ¶ 142. The FCC set the price for de-listed transport during the transition period “at a rate equal to the higher of (1) 115

percent of the rate the requesting carrier paid for the transport element on June 15, 2004, or (2) 115 percent of the rate the state commission has established or establishes, if any, between June 16, 2004 and the effective date of [the *TRRO*], for that transport element.” *Id.* ¶ 145.

The *TRRO*'s transition period and transition rate requirements are embodied in the parties' *TRO/TRRO* Amendment sections 3.5.1.2 (“Transition Period for DS1 Dedicated Transport”) and 3.5.2.2 (“Transition Period for DS3 Dedicated Transport”). Section 3.9 of the Amendment addresses “Discontinuance of the Embedded Base at the Close of Transition Period.” It provides that the CLEC must have ordered any non-UNE replacement facilities to take effect “no later than March 10, 2006.” *TRO/TRRO* Amendment § 3.9.1. If the CLEC did not request disconnection or a replacement arrangement by that date, then, as of March 11, 2006, Verizon was permitted to disconnect the facility or convert it to “an analogous access (month-to-month term), resale, or commercial arrangement” that Verizon identified in writing to the CLEC. *Id.* § 3.9.2. If, however, the CLEC challenged Verizon's designation of particular transport facilities as exempt from unbundling, then Verizon had to “continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.” *TRO/TRRO* Amendment § 3.9.2.1.

The FCC's ban on *new orders* for transport facilities de-listed under the *TRRO*'s non-impairment criteria took effect on March 11, 2005, without the need for any contract amendments. The Commission confirmed this point in its May 5, 2005 “No-New-Adds”

Order denying a number of requests by CLECs (including XO) to block implementation of the *TRRO*'s mandatory transition plan.<sup>3</sup>

The *TRRO*'s "no-new-adds" prohibition for high-capacity facilities is reflected in the parties' *TRO/TRRO* Amendment at section 3.6 ("TRRO Certification and Dispute Process for High Capacity Loops and Transport"). In accordance with the *TRRO*, the Amendment requires that, "before requesting unbundled access" to UNE dedicated transport, XO "must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge," its request is consistent with the *TRRO*'s requirements. *TRO/TRRO* Amendment § 3.6.1.1; *TRRO* ¶ 234. XO's "reasonably diligent inquiry must include, at a minimum" consideration of Verizon's non-impaired wire center list and "any back-up data that Verizon provides" to XO. *TRO/TRRO* Amendment § 3.6.1.1. Such back-up data "may include data regarding the number of Business Lines and fiber-based collocators at non-impaired Wire Centers," but "Verizon may mask the identity of fiber-based collocators in order to prevent disclosure to XOCS of other carriers' confidential or proprietary network information." *Id.* § 3.6.1.2.

The FCC determined that if an incumbent LEC ("ILEC") disagrees with the CLEC's self-certification of a new order, it must nevertheless provision the requested facility but may challenge the CLEC's certification through the dispute resolution procedures provided for in its interconnection agreement. *TRRO* ¶ 234. In accordance with this "provision-then-dispute" process, section 3.6.2.1 of the Amendment states that: "If Verizon wishes to challenge XOCS's right to obtain unbundled access to the subject

---

<sup>3</sup> Order Denying Emergency Petitions, *Petition to Establish Generic Docket to Consider Amendment to Interconnection Agreements Resulting from Changes in Law, etc.*, Docket Nos. 041269-TP, 050171-TP, and 050172-TP, Order No. PSC-05-0492-FOF-TP (May 2, 2005) ("*No-New-Adds Order*"), at 6-7 ("we find that further prolonging the availability of UNE-P and other delisted UNEs could cause competitive carriers to further defer investment in their own facilities, a result that would be clearly contrary to the FCC's intent, as well as the Court's decision in *USTA II*" ).

element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.”

The Amendment further provides that if a dispute about certification of a new order is resolved in Verizon’s favor, then XO must compensate Verizon for the additional charges that would have applied if XO had ordered the erroneously certified facility “on a month-to-month term under Verizon’s interstate special access tariff...and any other applicable charges.” *TRO/TRRO* Amendment § 3.6.2.2.

## **II. The Facts**

### **A. Verizon’s Transition Notices**

The FCC issued the *TRRO* on February 4, 2004. On February 10, 2005, Verizon notified CLECs, including XO, that the *TRRO*’s mandatory transition plan did not permit CLECs to submit new orders for facilities de-listed in the *TRRO* (including DS1 and DS3 transport out of wire centers meeting the FCC’s non-impairment criteria) for completion on or after March 11, 2005. See Ex. 2. The notice also informed CLECs that any embedded base of de-listed facilities in place as of March 11, 2005 would be subject to the *TRRO*’s transitional rate increases, and encouraged CLECs to complete negotiations for transition of the embedded base in order to meet the FCC’s transition deadline. Verizon sent follow-up notices, dated October 21, 2005 and November 17, 2005, reminding CLECs that they needed to take appropriate action to complete the transition away from de-listed elements before March 11, 2006. See Exs. 3-4. In addition, on March 2, 2006, Verizon sent XO a list of its embedded-base circuits out of

non-impaired wire centers, and again reminded XO in a March 10, 2006 letter that it should take immediate action to replace its embedded, de-listed circuits with non-UNE services. See Ex. 5.

However, as explained above, the *TRO* Amendment later ordered by this Commission (and executed on March 15, 2006) requires Verizon to keep providing, as UNEs, XO's embedded base of disputed facilities until the Commission resolves XO's challenge to Verizon's wire center classifications, at which time charges for the facilities must be trued up retroactively if Verizon prevails in the dispute.

#### **B. Verizon's Exempt Wire Center List**

On February 18, 2005, in response to a request from the Chief of the FCC's Wireline Competition Bureau, Verizon filed with the FCC a list of wire centers that satisfy the *TRRO*'s non-impairment thresholds for DS1 and DS3 loops and transport. See Ex. 6. Verizon also made this information available to all CLECs on its wholesale website and in an industry letter dated March 1, 2005. See Ex. 7. The February 18, 2005 list designated nine Tier 1 wire centers and four Tier 2 wire centers as non-impaired for transport purposes.

On November 17, 2005, Verizon notified CLECs that it had identified additional wire centers satisfying the FCC's non-impairment criteria. See Ex. 4. This list did not change the status of any Florida wire centers for transport purposes. Verizon's notice informed CLECs that the updated list would take effect as of February 15, 2006.

Later, in conjunction with the FCC's approval of the Verizon/MCI merger, Verizon agreed to revise its initial wire center list to exclude the fiber-based collocation arrangements of MCI and its affiliates. On February 3, 2006, Verizon filed a revised



wire center list with the FCC and sent CLECs a Notice about the wire center revisions. See Ex. 8. This list showed eight Tier 1 and four Tier 2 wire centers as non-impaired for transport purposes. The changes in wire center classifications that took effect on February 3, 2006 were prospective only. See Ex. 9.

### **C. Verizon's Provision of Back-up Data**

In its March 1, 2005 notice of non-impaired wire centers (Ex. 7), Verizon told CLECs that, upon request and execution of an appropriate nondisclosure agreement, it would provide them the back-up data that Verizon used to develop its wire center list. The notice also stated that, if a CLEC had actual, verifiable data that it believed demonstrated that Verizon had incorrectly classified a wire center as non-impaired, the CLEC should provide such data to its Verizon account manager before March 11, 2005. Twenty-five CLECs requested the back-up data and 17 were provided the data after executing a nondisclosure agreement.

On March 11, 2005, in response to XO's request, Verizon provided its wire center back-up data for all non-impaired offices in all Verizon states to XO, subject to a non-disclosure agreement. These back-up data identified the business line counts for each wire center and the number of unaffiliated CLECs whose collocation arrangements were counted for purposes of determining whether the FCC's non-impairment criteria were met. In addition, Verizon provided XO with a description of the process by which Verizon gathered the wire center data. Verizon later provided XO its back-up data for the November 17, 2005 update to its non-impaired wire center list, as well.

After reviewing Verizon's back-up data, XO pointed out that Verizon had counted XO and its then-recently-acquired affiliate, Allegiance, as separate fiber-based

collocators in some wire centers. Verizon promptly made a correction, which affected the status of only one wire center in a state other than Florida. To eliminate any suspicions XO might have had about other affiliations reflected in Verizon's counts of fiber-based collocators, on September 9, 2005, Verizon provided XO (under the parties' nondisclosure agreement) a detailed matrix of all fiber-based collocators and affiliates reflected in Verizon's counts of fiber-based collocators. XO did not raise any other affiliation issues after receiving the matrix.

The second issue XO raised after reviewing Verizon's back-up data concerned Verizon's designation of XO as a fiber-based collocator in one wire center, again in a state other than Florida, which led to reclassification of that wire center from Tier 1 to Tier 2. Verizon notified XO and other CLECs of these two corrections in an October 31, 2005 notice. Neither of these two issues affected the designations of any Florida wire centers.

#### **D. The Parties' Disputes**

XO currently has \*\*\*\*\* transport circuits out of non-impaired wire centers.<sup>4</sup> \*\*\*\*\* of these circuits were in XO's embedded base on March 11, 2005, but XO has taken no action to convert them to special access. See Ex. 10. XO ordered the other \*\*\*\*\* existing circuits out of non-impaired offices after March 11, 2005. See Ex. 11.

On November 4, 2005, December 9, 2005, February 7, 2006, and March 3, 2006, Verizon sent XO notices disputing XO's orders of specific UNE transport circuits out of

---

<sup>4</sup> XO has repeatedly changed its position as to the circuits and wire centers that it disputes. Without waiving any rights or arguments Verizon may have regarding the timeliness of any new disputes that XO might attempt to raise, Verizon reserves the right to revise this petition to add or remove particular circuits if Verizon should determine that any such revisions are needed.

non-impaired wire centers since March 11, 2005. See Exs. 12-15. In a March 3, 2006, letter, XO indicated that it would soon provide Verizon a list of UNE loops and/or transport circuits to be converted to non-UNE alternatives, but disputed Verizon's non-impairment classification of five Florida wire centers—three Tier 2 wire centers (\*\*\*\*\*), (\*\*\*\*\*), and (\*\*\*\*\*) and two Tier 1 wire centers (\*\*\*\*\* and \*\*\*\*\*). XO told Verizon that it would not convert any existing transport circuits out of those wire centers. See Ex. 16.

However, none of the \*\*\*\* circuits at issue in this proceeding are (or were) out of three of the five wire centers XO identified as disputed in its March 3, 2006 letter (that is, \*\*\*\*\*, \*\*\*\*\*, or \*\*\*\*\*). Because XO has no de-listed UNE transport circuits in these three wire centers, these wire centers are not in dispute in this case. The remaining two wire centers—\*\*\*\*\* and \*\*\*\*\*—are disputed, because XO did not convert \*\*\*\* embedded \*\*\* transport circuits, and it ordered \*\*\*\* transport circuit after March 11, 2005, on routes where those offices are at either end. The \*\*\*\*\*, \*\*\*\*\*, and \*\*\*\*\* wire centers that appear at the other ends of those \*\* \*\*\*\*\* and \*\*\*\*\* circuits on Exhibits 10 and 11 are not disputed, because they were not on XO's March 3 list. Although the \*\*\*\*\* and \*\*\*\*\* wire centers were not on XO's March 3 list, either, on June 26, 2006, XO counsel indicated in an e-mail to Verizon counsel that XO disputed Verizon's non-impairment classification of these two wire centers—although it provided no substantiation for its impairment claim.

XO did not provide, either in its March 3 letter or otherwise, any Florida-specific information to support its challenge to Verizon's classifications of any Florida

wire centers. XO is the only Florida CLEC that has refused to convert de-listed UNEs based on allegations that Verizon incorrectly categorized wire centers as non-impaired.

### **III. The Commission Should Confirm Verizon's Wire Center Designations and Order XO to Pay the Required True-Up**

Since the *TRRO* was released, XO has done everything it can to avoid federal law requiring it to transition away from de-listed facilities to non-UNE alternatives, and prohibiting new orders of de-listed facilities. Initially, it refused to submit conversion orders for de-listed facilities because it claimed that an amendment was required to implement the *TRRO*'s mandatory transition. See, e.g., Ex. 17. Having lost that argument in Florida (and everywhere else), XO refuses to convert de-listed facilities based on allegations that Verizon has incorrectly categorized certain Florida wire centers as non-impaired.

These are not good faith disputes. XO has failed to provide any support for its claims of entitlement to facilities out of non-impaired offices, despite Verizon's repeated requests for such information. See, e.g., Ex. 5. Instead of following the FCC's process for wire center challenges memorialized in the *TRO/TRRO* Amendment, XO filed an unauthorized, frivolous "complaint" asking the Commission to launch the generic wire center investigation it has repeatedly denied.<sup>5</sup> And instead of performing the reasonably diligent inquiry the FCC and the Amendment require, XO continues to complain about Verizon's masking the identity of other fiber-based collocators--even though the Commission-approved Amendment expressly allows Verizon to do so in

---

<sup>5</sup> See XO's Complaint and Request for Relief Regarding Verizon's Determination of Non-Impaired Wire Centers Under the *TRRO*, Docket No. 060365-TL (filed May 1, 2006). Verizon has asked the Commission to dismiss XO's complaint. See Verizon's Motion to Dismiss XO's Complaint (filed May 22, 2006). In accordance with *TRO/TRRO* Amendment sections 3.6.2.1 and 3.9.2.1, the parties' specific disputes will instead be resolved through this Petition.

order to protect the competitively-sensitive network information of third party carriers. Amendment § 3.6.1.2. (Each such carrier has been allowed to verify Verizon's counting of that carrier as a fiber-based collocater in any event.)

The Commission should require XO to provide its evidence that the four disputed wire centers (\*\*\*\*\*, \*\*\*\*\*, \*\*\*\*\* and \*\*\*\*\*) are in fact impaired (or to admit that it has no such evidence). Absent verifiable evidence showing that the wire centers are impaired, the Commission should confirm that these disputed wire centers satisfy the FCC's non-impairment criteria, and it should order XO to disconnect or convert to non-UNE services the DS1 circuits it is receiving out of those wire centers.

The Commission should also order XO to compensate Verizon in accordance with section 3.6.2.2 of the parties' TRO Amendment. Specifically, XO must pay Verizon the difference between the UNE rates XO has enjoyed for dedicated transport facilities out of non-impaired wire centers and the tariffed, monthly special access rate, plus any other applicable charges (including late payment fees), back to the time the facilities were provisioned, for post-March 11, 2005 orders. For the embedded base of facilities out of non-impaired offices, XO must pay the same true-up to access rates for the period after March 11, 2006, and a true-up to the *TRRO's* transitional rates between March 11, 2005 and March 11, 2006. Under section 3.6.2.2 of the Amendment, the month-to-month special access rates will apply until XO requests disconnection of the subject facilities or another type of tariffed access arrangement.

Verizon has included its back-up data for the four non-impaired wire center designations in dispute in this case, including counts of business lines and fiber-based

collocators by non-impaired wire center. See Ex. 18.<sup>6</sup> Also included is a description of the work process used to identify the non-impaired wire centers. See Ex. 19. Verizon's back-up data conforms in all respects to the requirements of the *TRRO* and the parties' *TRO/TRRO* Amendment. These data derive from the same sources (*i.e.*, FCC ARMIS reports for business lines and ILEC fiber-based collocation information) that the FCC relied on in making its impairment determinations in the *TRRO*. See *TRRO* ¶¶ 100, 105.

This documentation should be sufficient for the Commission to determine that Verizon's designations are correct. However, if the Commission seeks additional explanation, Verizon is willing to meet with Commission Staff and/or to respond to written requests for information. Verizon is also willing to consider Staff-assisted mediation. A hearing proceeding should not be necessary at this point, because confirmation of Verizon's wire center designations will depend primarily on Staff's analysis of the back-up data.

\* \* \*

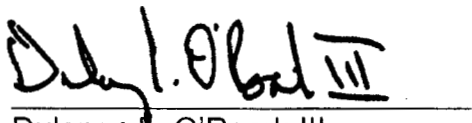
In accordance with sections 3.6.2.1 and 3.9.2.1 of the parties' *TRO/TRRO* Amendment, Verizon asks the Commission to resolve the parties' specific disputes about the non-UNE transport facilities XO has retained at UNE prices. The Commission should confirm that the four disputed wire centers satisfy the FCC's non-impairment criteria, and to order XO to pay the true-up specified in the parties' *TRO/TRRO* Amendment for the dedicated transport facilities it erroneously obtained as UNEs during

---

<sup>6</sup> Exhibit 18 refers to fiber-based collocators by number, rather than name, to avoid disclosing third-party confidential information. Upon request, Verizon will provide to Commission Staff, under confidential cover, the CLEC names that correspond to the numbers on Exhibit 18.

the period since March 11, 2005. The Commission should rule as quickly as possible, in order to curb the anti-competitive harms resulting from XO's temporary enjoyment of UNE pricing for dedicated transport in the absence of impairment.

Respectfully submitted on June 28, 2006.

By:   
Dulaney L. O'Roark III  
Six Concourse Parkway, Suite 600  
Atlanta, Georgia 30328  
(770) 284-5498

Attorney for Verizon Florida Inc.

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

**and**

**XO COMMUNICATIONS SERVICES, INC.**

This Amendment No. 2 (the "Amendment") is made by and between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon"), a Florida corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and XO Communications Services, Inc., a corporation with offices at 11111 Sunset Hills Road, Reston, VA 20901 ("XOCS"), and, except as otherwise expressly provided herein with respect to particular provisions hereof, shall be deemed effective on March 11, 2006 (the "Amendment Effective Date"). Verizon and XOCS are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Florida (the "State").

**WITNESSETH:**

**WHEREAS**, Verizon and XOCS are Parties to an Interconnection Agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 18, 1999 (the "Agreement"); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"), which became effective as of June 15, 2004; and

**WHEREAS**, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order"), which became effective as of September 13, 2004; and

**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth additional rules, which became effective March 11, 2005; and

**WHEREAS**, on September 22, 2005, Staff for the Florida Public Service Commission ("Commission") issued its recommendations (the "Initial Staff Recommendations") in Docket No. 040156-TP regarding the amendment of certain interconnection agreements with respect to the TRO and TRRO; and



**WHEREAS**, on November 1, 2005, the Commissioners assigned to Docket No. 040156-TP approved the Initial Staff Recommendations; and

**WHEREAS**, on December 5, 2005, the Commission in Docket No. 040156-TP issued Order No. PSC-05-1200-FOF-TP (the "Initial Arbitration Order") requiring that certain interconnection agreements be amended in accordance with the decisions set forth therein; and

**WHEREAS**, on January 12, 2006, the Staff for the Commission issued its recommendations (the "Staff Recommendations on Reconsideration and/or Clarification") in Docket No. 040156-TP with respect to the Motions for Reconsideration and/or Clarification filed by the Parties in response to the Initial Arbitration Order; and

**WHEREAS**, on January 24, 2006, the Commissioners assigned to Docket No. 040156-TP approved the Staff Recommendations on Reconsideration and/or Clarification; and

**WHEREAS**, on February 3, 2006, the Commission in Docket No. 040156-TP issued Order No. PSC-06-0078-FOF-TP, which denied motions for reconsideration and granting clarification of certain portions of Order No. PSC-06-1200-FOF-TP ("the Reconsideration Order"); and

**WHEREAS**, on February 23, 2006, the Staff for the Commission issued its recommendations for resolving further disputes regarding amendment language to implement the Commission's arbitration rulings, and Staff attached to such recommendations a recommended amendment); and

**WHEREAS**, on March 7, 2006, the Commission in Docket No. 040156-TP approved, with certain modifications, Staff's February 23, 2006 recommendations and proposed amendment (the Reconsideration Order and the Initial Arbitration Order as clarified by the Reconsideration, together with the Commission's March 7, 2006 rulings, may hereinafter be referred to collectively as the "Arbitration Orders"; and

**WHEREAS**, in light of the foregoing developments, the Parties, pursuant to Sections 252(a) and (b) of the Act, wish to amend the Agreement in order to comply with the applicable rulings set forth in the Arbitration Orders and to give contractual effect to the provisions set forth herein;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff.
2. General Conditions.
  - 2.1 Except as permitted by the Amended Agreement or the Federal Unbundling Rules, Verizon shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements for the service XOCS seeks to offer.
  - 2.2 [Intentionally Left Blank]
  - 2.3 Restrictions on XOCS's Use of UNEs. XOCS may not access a UNE for the exclusive provision of Mobile Wireless Services or Interexchange Services.
  - 2.4 Discontinued Facilities. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff, but subject to the transition requirements associated with the TRRO as set forth in Sections 3.4, 3.5, 3.6 and 3.7 below, Verizon may, to the extent that it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, without further notice,

guidelines or conditions, cease offering or providing access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise.

2.4.1 Where Verizon is permitted to cease providing a Discontinued Facility pursuant to Section 2.4 above and XOCS has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment and in its sole discretion, may elect to: (a) convert the subject Discontinued Facility to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless XOCS is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which XOCS would be entitled to a different rate), or other alternative wholesale arrangement that Verizon shall identify or has identified in writing to XOCS, or (b) in lieu of such a conversion, reprice the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an arrangement available under a Verizon access tariff (i.e., month-to-month rate provided under an applicable access tariff, unless XOCS is then subscribed to an applicable special access term/volume plan or other special access tariff arrangement, pursuant to which XOCS would be entitled to a different rate), or another alternative wholesale service arrangement that Verizon shall identify or has identified in writing to XOCS.

2.4.2 With respect to facilities that are Discontinued Facilities by operation of the TRO, the rates, terms, and conditions of any arrangements described in Section 2.4.1 above shall apply and be binding upon XOCS as of the Amendment Effective Date, except to the extent that an earlier effective date applies under any provision of the Amended Agreement (including, but not limited to, Sections 2.5 and 3 below), a Verizon tariff, or a separate commercial agreement between the Parties.

## 2.5 Pre-Existing Discontinuance Rights.

2.5.1 Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Amendment are in addition to, and not in limitation of, any rights Verizon may have under the Agreement as to discontinuance of Discontinued Facilities, and nothing contained herein shall be construed to prohibit, limit, or delay Verizon's past or future exercise of any pre-existing right it may have under the Agreement to cease providing unbundled access to elements and facilities that are or become Discontinued Facilities.

2.5.2 Without limiting Section 2.5.1 above, this Amendment itself is not intended to implement future changes in law regarding unbundling obligations (whether new affirmative unbundling obligations or cessation of existing unbundling obligations); provided, however, that, for the avoidance of any doubt, this Section 2.5.2 shall not be construed to limit Verizon's rights with respect to: (a) discontinuance of UNEs at wire centers (or on routes) that in the future become non-impaired based on the FCC's criteria referenced in Sections 3.4 and 3.5 below; (b) discontinuance of any loops or transport that in the future exceed the caps set forth in Sections 3.4 and 3.5 below; (c) Verizon's rejection of a XOCS order for a TRRO Certification Element without first

seeking dispute resolution under Section 3.6.2.3 below; (d) repricing or disconnection of Discontinued Facilities at the end of the TRRO transition periods as provided for in Section 3.9 below; (e) discontinuance of High Capacity EELs that are determined in the future to be non-compliant under Section 3.11.2.2 or 3.11.2.9 below.

2.6 Limitation With Respect to Replacement Arrangements. Certain provisions of this Amendment refer to Verizon's provision of a facility, service, or arrangement to replace Discontinued Facilities. Any reference in this Amendment to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed as the consent of, or an admission by, either Party that the rates, terms or conditions upon which Verizon shall provide such facilities, services, or arrangements are subject to any requirement of 47 U.S.C. § 252 (including but not limited to, arbitration under 47 U.S.C. § 252(b)).

3. Verizon's Provision of Certain Network Elements and Related Services.

3.1 FTTH and FTTC Loops.

3.1.1 New Builds. Notwithstanding any other provision of the Amended Agreement, or any Verizon tariff Verizon is not required to provide access to a FTTH or FTTC Loop, or any segment thereof, on an unbundled basis when Verizon deploys such a Loop to the customer premises of an end user that has not been served by any loop facility.

3.1.2 Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff, Verizon is not required to provide access to an FTTH or FTTC Loop on an unbundled basis when Verizon has deployed such a loop parallel to, or in replacement of, an existing copper loop facility, except that, in accordance with the Federal Unbundling Rules: (a) Verizon must maintain the existing copper loop connected to the particular customer premises after deploying the FTTH or FTTC Loop and provide Nondiscriminatory Access to that copper loop on an unbundled basis unless Verizon retires the copper loop pursuant to paragraph 47 C.F.R. § 51.319(a)(3)(iv); (b) if Verizon maintains the existing copper loops pursuant to 47 C.F.R. § 51.319(a)(3)(iii)(A), it need not incur any expenses to ensure that the existing copper loop remains capable of transmitting signals prior to receiving a request for access pursuant to that paragraph, in which case Verizon shall restore the copper loop to serviceable condition upon request; and (c) if Verizon retires the copper loop pursuant to 47 C.F.R. § 51.319(a)(3)(iv), it shall provide Nondiscriminatory Access to a 64 kilobits per second TDM transmission path (or an equivalent transmission path using other technologies) capable of voice grade service over the FTTH or FTTC Loop (a "Voice Grade Transmission Path") on an unbundled basis. The rates for a Voice Grade Transmission Path under (c) above shall be the same rates applicable under the Amended Agreement to a DS0 loop to the same customer premises were such a loop available, unless and until such time as different rates for a Voice Grade Transmission Path are established in which case such different rates shall apply.

3.1.2.1 In retiring a copper Loop or subloop, Verizon shall comply with any effective and lawful requirements that apply to that copper loop or subloop under 47 C.F.R. § 51.319(a)(3)(iv) (including, for the avoidance of any doubt, but not limited to, 47 C.F.R. §

51.319(a)(3)(iv)(B)), including but not limited to the network disclosure requirements set forth in Section 251(c)(5) of the Act and 47 C.F.R. §§ 51.325-51.335.

3.2 Hybrid Loops.

- 3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon tariff, Verizon is not required to provide unbundled access to the packet switched features, functions and capabilities of its Hybrid Loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability.
- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any Verizon tariff, when XOCS seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall provide XOCS with Nondiscriminatory Access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (where impairment has been found to exist, which, for the avoidance of any doubt, does not include instances in which Verizon is not required to provide a DS1 Loop under Section 3.4.1 below or is not required to provide a DS3 Loop under Section 3.4.2 below) on an unbundled basis to establish a complete transmission path between the Verizon central office serving an end user and the end user's customer premises. This access shall include access to all features, functions, and capabilities of the Hybrid Loop that are not used to transmit packetized information.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff, when XOCS seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with the Federal Unbundling Rules, Verizon shall, in its sole discretion, either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using existing time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above or any

Verizon tariff, if XOCS requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, in accordance with the Federal Unbundling Rules, provide XOCS unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.2.4.1 Verizon will endeavor to provide XOCS with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"), where either is available. Standard recurring and non-recurring Loop charges will apply.

3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, then Verizon must present to XOCS a technically feasible alternative method of unbundled access, such as any technically feasible option identified in note 855 of the TRO; provided, however, that such method shall not be restricted to new construction of copper loop facilities and UDLC systems.

3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

### 3.3 Sub-Loop.

3.3.1 Sub-Loop for Access to Multiunit Premises. All provisions in the Agreement governing XOCS access to Inside Wire, House and Riser or House and Riser Cable are hereby deleted and replaced with this Section 3.3.1, which shall supersede any other provision in the Agreement. Subject to and without limiting Section 2 above, upon request by XOCS, Verizon shall provide to XOCS nondiscriminatory unbundled Access to the Sub-Loop for Multiunit Premises Access, regardless of the capacity level or type of loop that XOCS seeks to provision for its customer, in accordance with, 47 C.F.R. § 51.319(b).

3.3.1.1. Inside Wire Sub-Loop. In accordance with 47 C.F.R. § 51.319(b), upon request by XOCS, Verizon shall provide to XOCS access to a House and Riser Cable owned or controlled by Verizon pursuant to this Section 3.3.1.1 at the rates and charges provided for in the Amended Agreement. Verizon shall not reserve a House and Riser Cable for XOCS. XOCS may access a House and Riser Cable only between the MPOE for such cable and the demarcation point at a technically feasible access point. It is not technically feasible to access inside wire sub-loop if a technician must access the facility by removing a splice case to reach the wiring within the cable.

3.3.1.1.1 XOCS must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:

- 3.3.1.1.1.1 XOCS shall locate its facilities within cross connect distance of the point of interconnection on such cable. Facilities are within cross connect distance of a point of interconnection if they are located in the same room (not including a hallway) or within twelve (12) feet of such point of interconnection.
  - 3.3.1.1.1.2 If suitable space is available, XOCS shall install its facilities no closer than fourteen (14) inches of the point of interconnection for such cable, unless otherwise agreed by the Parties.
  - 3.3.1.1.1.3 XOCS's facilities cannot be attached, otherwise affixed or adjacent to Verizon's facilities or equipment, cannot pass through or otherwise penetrate Verizon's facilities or equipment and cannot be installed so that XOCS's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.
  - 3.3.1.1.1.4 XOCS shall identify its facilities as those of XOCS by means of permanently-affixed externally-visible signage or markings.
  - 3.3.1.1.1.5 To provide XOCS with access to a House and Riser Cable, Verizon shall not be obligated to (a) move any Verizon equipment, (b) secure any right of way for XOCS, (c) secure space for XOCS in any building, (d) secure access to any portion of a building for XOCS or (e) reserve space in any building for XOCS.
  - 3.3.1.1.1.6 Verizon shall perform cutover of a Customer to XOCS service by means of a House and Riser Cable subject to a negotiated interval. Verizon shall install a jumper cable to connect the appropriate Verizon House and Riser Cable pair to XOCS's facilities, and Verizon shall determine how to perform such installation. XOCS shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to XOCS in accordance with XOCS's order for such services.
- 3.3.1.1.2 If proper XOCS facilities are not available at the time of installation, Verizon shall bill XOCS, and XOCS shall pay to Verizon, the Not Ready Charge set forth in the Amended Agreement and the Parties shall establish a new cutover date.
- 3.3.1.1.3 Verizon shall perform all installation work on Verizon equipment in connection with XOCS's use of Verizon's House and Riser Cable. All XOCS equipment connected

to a House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.4 Verizon shall repair and maintain a House and Riser Cable at the request of XOCS. XOCS shall be solely responsible for investigating and determining the source of all troubles and for providing Verizon with appropriate dispatch information based on its test results. Verizon shall repair a trouble only when the cause of the trouble is a Verizon House and Riser Cable. If (a) XOCS reports to Verizon a Customer trouble, (b) XOCS requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by a Verizon House and Riser Cable in whole or in part, then XOCS shall pay Verizon the charge set forth in the Amended Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by XOCS is not available at the appointed time. If as the result of XOCS instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Amended Agreement will be assessed per occurrence to XOCS by Verizon. If as the result of XOCS instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Amended Agreement will be assessed per occurrence to XOCS by Verizon.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), in accordance with 47 C.F.R. § 51.319(b), upon site-specific request, XOCS may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, 47 C.F.R. § 51.319(b)(1)(i). It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

#### 3.4 High Capacity Loops.

3.4.1 DS1 Loops. To the extent the Agreement otherwise requires Verizon to provide XOCS with unbundled access to DS1 Loops (this section not being intended to create any such obligation in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.1.2 and 3.6.3 below:

3.4.1.1.1 Verizon shall provide XOCS with nondiscriminatory access to a DS1 Loop on an unbundled basis to any building not served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS1 Loop unbundling will be required in that Wire Center.

3.4.1.1.2 XOCS may obtain a maximum of ten unbundled DS1 Loops to any single building in which DS1 Loops are available as unbundled loops.

3.4.1.2 Transition Period For DS1 Loops.

3.4.1.2.1 For a 12-month period beginning on March 11, 2005, any DS1 Loop UNEs that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS1 Loops pursuant to Section 3.4.1.1, XOCS may not obtain new DS1 Loops as unbundled network elements.

3.4.2 DS3 Loops. To the extent the Agreement otherwise requires Verizon to provide XOCS with unbundled access to DS3 Loops (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.4.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.4.2.2 and 3.6.3 below:

3.4.2.1.1 Verizon shall provide XOCS with nondiscriminatory access to a DS3 Loop on an unbundled basis to any building not served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators. Once a Wire Center meets or has met both of these thresholds, no future DS3 Loop unbundling will be required in that Wire Center.

3.4.2.1.2 XOCS may obtain a maximum of a single unbundled DS3 Loop to any single building in which DS3 Loops are available as unbundled loops.

3.4.2.2 Transition Period For DS3 Loops. For a 12-month period beginning on March 11, 2005, any DS3 Loop UNEs that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. Where Verizon is not required to provide unbundled DS3 Loops pursuant to Section 3.4.2.1, XOCS may not obtain new DS3 Loops as unbundled network elements.

3.4.3 Dark Fiber Loops.

3.4.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.4.3.2 below, Verizon is not



required to provide XOCS with access to a Dark Fiber Loop on an unbundled basis.

3.4.3.2 Transition Period For Dark Fiber Loops. For an 18-month period beginning on March 11, 2005, any Dark Fiber Loop UNEs that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.4.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the loop element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that loop element. XOCS may not obtain new Dark Fiber Loops as unbundled network elements.

3.5 High Capacity Transport.

3.5.1 DS1 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide XOCS with unbundled access to DS1 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.1.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.1.2 and 3.6.3 below:

3.5.1.1.1 Verizon shall unbundle DS1 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are Tier 1 Wire Centers. As such, Verizon must unbundle DS1 Dedicated Transport if a Wire Center at either end of a requested Route is not a Tier 1 Wire Center, or if neither is a Tier 1 Wire Center.

3.5.1.1.2 XOCS may obtain a maximum of ten unbundled DS1 Dedicated Transport circuits on each Route where DS1 Dedicated Transport is available on an unbundled basis.

3.5.1.2 Transition Period For DS1 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS1 Dedicated Transport UNE that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.1.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS1 Dedicated Transport pursuant to Section 3.5.1.1 above, XOCS may not obtain new DS1 Dedicated Transport as unbundled network elements.

3.5.2 DS3 Dedicated Transport. To the extent the Agreement otherwise requires Verizon to provide XOCS with unbundled access to DS3 Dedicated Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.2.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Sections 3.5.2.2 and 3.6.3 below:

3.5.2.1.1 Verizon shall unbundle DS3 Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle DS3 Dedicated Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.2.1.2 XOCS may obtain a maximum of twelve unbundled DS3 Dedicated Transport circuits on each Route where DS3 Dedicated Transport is available on an unbundled basis.

3.5.2.2 Transition Period For DS3 Dedicated Transport. For a 12-month period beginning on March 11, 2005, any DS3 Dedicated Transport UNE that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.2.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the dedicated transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that dedicated transport element. Where Verizon is not required to provide unbundled DS3 Dedicated Transport pursuant to Section 3.5.2.1 above, XOCS may not obtain new DS3 Dedicated Transport as unbundled network elements.

3.5.3 Dark Fiber Transport. To the extent the Agreement otherwise requires Verizon to provide XOCS with unbundled access to Dark Fiber Transport (this section not being intended to create any such requirement in the first instance) the following provisions shall apply notwithstanding any such requirement:

3.5.3.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.5.3.2 below, Verizon shall unbundle Dark Fiber Dedicated Transport between any pair of Verizon Wire Centers except where, through application of tier classifications described in Section 3.5.5 below, both Wire Centers defining the Route are either Tier 1 or Tier 2 Wire Centers. As such, Verizon must unbundle Dark Fiber Transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center.

3.5.3.2 Transition Period For Dark Fiber Transport. For an 18-month period beginning on March 11, 2005, any Dark Fiber Transport UNE that XOCS leased from Verizon as of that date, but which Verizon is not obligated to unbundle pursuant to Section 3.5.3.1 above, shall be available for lease from Verizon at a rate equal to the higher of (a) 115% of the rate XOCS paid for the Dark Fiber Transport element on June 15, 2004, or (b) 115% of the rate the Commission has established or establishes, if any, between June 16, 2004, and March 11, 2005, for that Dark Fiber Transport element. Where Verizon is not required to provide unbundled Dark Fiber Transport pursuant to Section 3.5.3.1 above, XOCS may not obtain new Dark Fiber Transport as unbundled network elements.

3.5.4 Notwithstanding any other provision of the Amended Agreement, Verizon is not obligated to provide XOCS with unbundled access to Entrance Facilities, and Entrance Facilities are not subject to the transition provisions (including, but not limited to, transition rates) set forth in this Section 3.

3.5.5 Wire Center Tier Structure. For purposes of this Section 3.5, Verizon's Wire Centers shall be classified into three tiers, defined as follows:

3.5.5.1 Tier 1 Wire Centers are those Verizon Wire Centers that contain at least four Fiber-Based Collocators, at least 38,000 Business Lines, or both. Tier 1 Wire Centers also are those Verizon tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Once a Wire Center is or has been determined to be a Tier 1 Wire Center, that Wire Center is not subject to later reclassification as a Tier 2 or Tier 3 Wire Center.

3.5.5.2 Tier 2 Wire Centers are those Verizon Wire Centers that are not Tier 1 Wire Centers, but contain at least 3 Fiber-Based Collocators, at least 24,000 Business Lines, or both. Once a Wire Center is or has been determined to be a Tier 2 Wire Center, that Wire Center is not subject to later reclassification as a Tier 3 Wire Center.

3.5.5.3 Tier 3 Wire Centers are those Verizon Wire Centers that do not meet the criteria for Tier 1 or Tier 2 Wire Centers.

3.6 TRRO Certification and Dispute Process for High Capacity Loops and Transport

3.6.1 CLEC Certification and Related Provisions.

3.6.1.1 Before requesting unbundled access to a DS1 Loop, a DS3 Loop, DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport, including, but not limited to, any of the foregoing elements that constitute part of a Combination or that XOCS seeks to convert from another wholesale service to an unbundled network element (collectively, "TRRO Certification Elements"), XOCS must undertake a reasonably diligent inquiry and, based on that inquiry, certify that, to the best of its knowledge, XOCS's request is consistent with the requirements of the TRRO and that XOCS is entitled to unbundled access to the subject element pursuant to Section 251(c)(3) of the Act. XOCS's reasonably diligent inquiry must include, at a minimum, consideration of any list of non-impaired Wire Centers that Verizon makes or has made available to XOCS by notice and/or by publication on Verizon's wholesale website (the "Wire Center List") and any back-up data that Verizon provides or has provided to XOCS under a non-disclosure agreement.

3.6.1.2 The back-up data that Verizon provides to XOCS under a non-disclosure agreement pursuant to Section 3.6.1.1 above may include data regarding the number of Business Lines and fiber-based collocators at non-impaired Wire Centers; provided, however, that Verizon may mask the identity of fiber-based collocators in order to prevent disclosure to XOCS of other carriers' confidential or proprietary network information. Verizon will provide XOCS with a translation code in order for XOCS to identify its fiber-based collocation locations.

3.6.1.3 Since Verizon has now modified its electronic ordering system to include a method for XOCS to provide the certification required by this section, XOCS shall use such method, as updated from time to time, to provide such certification.

3.6.2 Provision-then-Dispute Requirements.

3.6.2.1 Upon receiving a request from XOCS for unbundled access to a TRRO Certification Element and the certification required by Section 3.6.1 above, and except as provided in Section 3.6.2.3 below, Verizon shall process the request in accordance with any applicable standard intervals, and for avoidance of doubt, shall not delay processing the request on the grounds that the request is for a TRRO Certification Element. If Verizon wishes to challenge XOCS's right to obtain unbundled access to the subject element pursuant to 47 U.S.C. § 251(c)(3), Verizon must provision the subject element as a UNE and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.6.2.2 If a dispute pursuant to Section 3.6.2.1 above is resolved in Verizon's favor, then XOCS shall compensate Verizon for the additional charges that would apply if XOCS had ordered the subject facility or service on a month-to-month term under Verizon's interstate special access tariff (except as provided in Section 3.6.2.2.1 below as to dark fiber) and any other applicable charges. The month-to-month rates shall apply until such time as XOCS requests disconnection of the subject facility or an alternative term that Verizon offers under its interstate special access tariff for the subject facility or service.

3.6.2.2.1 In the case of Dark Fiber Transport (there being no analogous service under Verizon's access tariffs), the monthly recurring charges that Verizon may charge, and that XOCS shall be obligated to pay, for each circuit shall be the charges for the commercial service that Verizon, in its sole discretion, determines to be analogous to the subject Dark Fiber Transport and, unless otherwise agreed in writing by the Parties, Verizon may disconnect the subject dark fiber facility thirty (30) days after the date on which the dispute is resolved in Verizon's favor. In any case where XOCS, within thirty (30) days of the date on which the dispute is resolved in Verizon's favor, submits a valid ASR for a "lit" service to replace the subject Dark Fiber Transport facility, Verizon shall continue to provide the Dark Fiber Transport facility at the rates provided for above, but only for the duration of the standard interval for installation of the "lit" service.

3.6.2.3 Notwithstanding any other provision of the Amended Agreement, Verizon may reject a XOCS order for a TRRO Certification Element without first seeking dispute resolution: (a) in any case where XOCS's order conflicts with a non-impaired Wire Center designation that the Commission, the FCC, or a court of competent jurisdiction has ordered or approved or that has otherwise been confirmed through previous dispute resolution; or (b) to the extent the

Commission, the FCC, or a court of competent jurisdiction otherwise permits Verizon to reject orders for TRRO Certification Elements without first seeking dispute resolution.

- 3.6.3 If Verizon revises or has revised its Wire Center List to add any new Wire Centers not listed as of the Amendment Effective Date or to upgrade ("upgrade" meaning movement to a higher level of non-impairment (e.g., from Tier 2 to Tier 1)) the non-impairment status of any Wire Centers listed as of the Amendment Effective Date, then Verizon, to the extent it has not already done so, shall notify XOCS in writing (by electronic mail or other written communication) of such changes ("Wire Center Update Notice") and the following provisions shall apply:
- 3.6.3.1 XOCS's embedded base of TRRO Certification Elements that are or become Discontinued Facilities by operation of any such change to the Wire Center List shall be treated as Discontinued Facilities under Section 3.9.2 below effective as of ninety (90) days of the date on which Verizon issues (or issued) the Wire Center Update Notice (the "Wire Center Update Effective Date"). For the avoidance of any doubt, for purposes of applying Section 3.9.2 in the foregoing circumstances, the Wire Center Update Effective Date shall apply in lieu of, but in no event earlier than, the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, as applicable; provided, however, that if the Wire Center Update Effective Date is a date earlier than the March 11, 2006 and September 11, 2006 dates set forth in Section 3.9.2, then the applicable TRRO transition rates described in Sections 3.4 and 3.5 above shall apply during the period from the Wire Center Update Effective Date to March 11, 2006 (or, in the case of Dark Fiber Transport, September 11, 2006).
- 3.6.3.2 For the avoidance of any doubt, the provisions set forth in Sections 3.6.1 and 3.6.2 (including, but not limited to, XOCS's certification obligation) shall apply as to any new requests for TRRO Certification Elements affected by the changes to the Wire Center List.
- 3.6.3.3 Subject to Section 3.6.2.3 above, nothing contained in this Section 3.6.3 shall in any way limit any right XOCS may have to challenge Verizon's revision of its Wire Center Lists, including any change in a Wire Center's designation as Tier 1, Tier 2 and Tier 3.

3.7 Mass Market Switching and Related Elements.

- 3.7.1 Effective as of March 11, 2005, and subject to the transition requirements set forth in Section 3.7.3 below, Verizon is not required to provide XOCS with access to Mass Market Switching on an unbundled basis.
- 3.7.2 XOCS shall migrate its embedded end user customer base off of the Mass Market Switching element to an alternative arrangement no later than March 10, 2006.
- 3.7.3 Transition Requirements. For a 12-month period beginning on March 11, 2005, Verizon shall provide access to Mass Market Switching on an unbundled basis for XOCS to serve its embedded end user customer base. The price for Mass Market Switching in combination with unbundled DS0 capacity loops and Shared Transport obtained pursuant to this section shall be priced at transitional rates which shall be the higher of (a) the rate at

which XOCs obtained that combination of network elements on June 15, 2004 plus one dollar, or (b) the rate the Commission establishes or has established, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. XOCs may not obtain new Mass Market Switching as an unbundled network element on or after March 11, 2005.

3.7.3.1 For purposes of Section 3.7.3 above, serving the XOCs's embedded end user customer base means serving XOCs's end user customers using a Mass Market Switching arrangement that was in service for that end user customer as of March 11, 2005, and does not include adding new Mass Market Switching arrangements, adding new lines to existing arrangements, or serving the embedded end user customer at a location different from the location at which that customer was served using the subject Mass Market Switching arrangement as of March 11, 2005; provided, however, that XOCs may obtain such additional lines or moves as resale under Section 251(c)(4) of the Act (in accordance with the resale provisions of the Agreement) or pursuant to a separate commercial agreement.

3.7.4 As set forth in 47 C.F.R. § 51.319(d)(4), Verizon shall provide XOCs with non-discriminatory access to signaling, call-related databases and shared transport facilities on an unbundled basis in accordance with the Federal Unbundling Rules, to the extent that Mass Market Switching is required to be made available pursuant to this Section 3.7, but only in connection with Verizon's provision of such Mass Market Switching.

3.8 Payment of Transition Charges. To the extent XOCs, by operation of the existing terms of the Agreement and the TRRO, was not already required to pay the transitional rate increases described in Section 3 of this Amendment, and without limiting any such existing terms, the following provisions shall apply:

3.8.1 Prospective Transition Charges. XOCs shall, in accordance with the billing provisions of the Agreement, pay any transition charges described in Section 3 of this Amendment that Verizon bills (or has billed) in invoices dated on or after the Amendment Effective Date. If XOCs fails to pay such invoices within the period of time required to avoid late payment charges or penalties under the billing provisions of the Agreement, any such late payment charges and penalties shall apply.

3.8.2 Retrospective Transition Charges.

3.8.2.1 Previously-Invoiced Charges. XOCs, within thirty (30) days after the Amendment Effective Date, shall pay any transitional charges described in Section 3 of this Amendment that Verizon already billed to XOCs in invoices dated prior to the Amendment Effective Date and that XOCs has not already paid. Verizon may not charge late payment charges or penalties under billing provisions of the Agreement if XOCs pays (or has paid) within thirty (30) days after the Amendment Effective Date any such invoices dated prior to the Amendment Effective Date.

3.8.2.2 Charges Not Previously Invoiced. Without limiting XOCs's obligation to pay Verizon's invoices described in the foregoing provisions of this Section 3.8, Verizon may, but shall not be required to, use a true up to recover from XOCs any transitional rate increases described in

Section 3 of this Amendment that XOCS has incurred but for which Verizon has not already billed XOCS. Verizon may not charge late payments or penalties if XOCS pays Verizon's true up bill within the period of time required to avoid late payments or penalties under the billing provisions of the Agreement.

3.8.2.2.1 Any bills issued by Verizon that include either a transition rate charge or a true up charge shall enable XOCS to determine: (1) the time period for which such transition rate charge or true up charge applies; (2) the applicable transition rate; and (3) the facilities to which the transition rate or true-up amounts apply. Nothing herein shall require Verizon to change its customary billing formats.

3.9 Discontinuance of TRRO Embedded Base at the Close of Transition Period.

3.9.1 If XOCS wishes to replace XOCS's embedded base, if any, of Discontinued Facilities that are subject to the transition periods set forth in this Section 3 with alternative services that may be available from Verizon under a separate arrangement (e.g., a separate agreement at market-based rates, arrangement under a Verizon access tariff, or resale), XOCS shall have ordered such alternative services to become effective no later than March 10, 2006 (or, in the case of dark fiber, September 10, 2006).

3.9.1.1 Re-pricing Pending Actual Conversion or Migration. If XOCS places or has placed a timely order pursuant to Section 3.9.1, and Verizon has not completed the conversion or migration requested by XOCS as of the date requested by XOCS (such requested date being no later than the date required under Section 3.9.1), then Verizon may re-price the subject Discontinued Facility effective as of that date by application of the rate(s) that apply to the available replacement service requested by XOCS until such time as Verizon completes the actual conversion or migration to that available replacement service. Because the repricing described in this Section 3.9.1.1 may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge to an existing rate(s) so that the existing rate plus the surcharge are equivalent to the subject replacement service.

3.9.2 Failure of XOCS to Request Disconnection or Replacement Service by the Required Date. If XOCS has not requested disconnection of the subject Discontinued Facility and has not submitted a timely order for a replacement service in accordance with Section 3.9.1 above by the date required in that section then Verizon, may, in its sole discretion, either: (a) disconnect the subject Discontinued Facility on or at any time after March 11, 2006 (or, in the case of dark fiber, on or at any time after September 11, 2006), provided that Verizon has notified XOCS in writing at least thirty (30) days in advance of the disconnection date, or (b) without further notice to XOCS, convert or migrate the subject Discontinued Facility to an analogous access (month-to-month term), resale, or commercial arrangement that Verizon shall identify in writing to XOCS, and the rates, terms, and conditions of such arrangement shall apply and be binding upon XOCS as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006).

3.9.2.1 Repricing Pending Actual Conversion or Migration. If Verizon is unable to complete the conversion or migration described in Section 3.9.2 by the applicable date set forth therein, then Verizon, may, but shall not be required to, reprice the subject Discontinued Facility, effective as of March 11, 2006 (or in the case of dark fiber, September 11, 2006), by application of the rate(s) that apply to the analogous access, resale, or commercial arrangement until such time as Verizon completes the actual conversion or migration described in Section 3.9.2. Because such repricing may inherently involve, on a temporary basis, the application of rates to a facility or service provisioned through a format for which Verizon's systems are not designed to apply such rates, Verizon, in its sole discretion, may effectuate such repricing by application of a surcharge so that the existing rate plus the surcharge are equivalent to the applicable access, resale, or other analogous arrangement that Verizon identifies under Section 3.9.2 above. However, if XOCS challenges Verizon's designation that certain loop and/or transport facilities are Discontinued Facilities, Verizon shall continue to provision the subject elements as UNEs, and then seek resolution of the dispute by the Commission or the FCC, or through any dispute resolution process set forth in the Agreement that Verizon elects to invoke in the alternative.

3.10 Line Sharing. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above), Verizon shall provide access to Line Sharing on a transitional basis in accordance with 47 C.F.R. § 51.319(a)(1)(i). For the avoidance of any doubt, the FCC's transition rules set forth in 47 C.F.R. § 51.319(a)(1)(i) became effective independently of this Amendment prior to the Amendment Effective Date, and this Section 3.10 is only intended to memorialize such rules for the convenience of the Parties.

3.10A Line Conditioning. To the extent the Agreement requires Verizon to provide Line Conditioning, Verizon shall provide such Line Conditioning in a non-discriminatory manner in accordance with 47 C.F.R. § 51.319(a)(1)(iii). Verizon shall perform line conditioning to ensure xDSL delivery at least equal in quality to that which Verizon provides to itself. The line conditioning rates included in the Agreement need not be amended.

3.11 Commingling and Combinations.

3.11.1 Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.11.2 below):

3.11.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Amended Agreement pursuant to the Federal Unbundling Rules or under a Verizon UNE tariff ("Qualifying UNEs"), with any non-Section 251(c)(3) wholesale services and facilities obtained from Verizon under a Verizon access tariff or separate non-251 agreement or as Section 251(c)(4) resale under the Agreement ("Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by the Federal Unbundling Rules. Moreover, to the extent and so long as required by the Federal Unbundling Rules



(subject to Section 3.11.1.3 below), Verizon shall, upon request of XOCS, perform the functions necessary to commingle or combine Qualifying UNEs with Wholesale Services obtained from Verizon. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided, however, that if any commingling requested by XOCS requires Verizon to perform physical work that Verizon is required to perform under the Federal Unbundling Rules, then Verizon's charges previously approved by the Commission for such work shall apply.

3.11.1.2 "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of commingled facilities, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.

3.11.1.3 Limitations on Section 3.11.1. Nothing contained in Section 3.11.1 shall be deemed: (a) to establish any obligation of Verizon to provide XOCS with access to any facility that Verizon is not otherwise required to provide to XOCS on an unbundled basis under the Amended Agreement, or (b) to limit any right of Verizon under the Amended Agreement to cease providing a facility that is or becomes a Discontinued Facility.

3.11.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.11.1 above), or any Verizon tariff:

3.11.2.1 Verizon shall not be obligated to provide:

3.11.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.11.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.11.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.11.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.11.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,

(individually and collectively "High Capacity EELs") except to the extent Verizon is required by 47 C.F.R. § 51.318 to do so, and not unless and until XOCs certifies in the respective ASR (or, as applicable, LSR) to Verizon that each combined or commingled DS1 circuit or DS1 equivalent circuit of the High Capacity EEL satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. XOCs must remain in compliance with said service eligibility criteria for so long as XOCs continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each combined or commingled DS1 circuit or DS1 equivalent circuit of a High Capacity EEL. If any DS1 circuit or DS1 equivalent circuit of a High Capacity EEL is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit shall be treated as described in Section 3.11.2.2 below. The foregoing shall apply whether the High Capacity EEL circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For High Capacity EEL circuits existing as of the Amendment Effective Date, XOCs, within 30 days of the Amendment Effective Date, must re-certify in writing using ASRs or a letter that each DS1 circuit or DS1 equivalent circuit satisfies the service eligibility criteria on a circuit-by-circuit basis as set forth in 47 C.F.R. § 51.318. If XOCs uses a letter to provide such re-certification, the letter must include an attached spreadsheet identifying each DS1 and DS1 equivalent circuit that XOCs certifies to be in compliance with the service eligibility criteria set forth in 47 C.F.R. § 51.318. XOCs must provide both an electronic copy and a paper copy of any such letter and attached spreadsheet, and the paper copy must be signed by a duly authorized representative of XOCs. Any such existing circuits not re-certified as set forth above within 30 days of the Amendment Effective Date shall, effective as of 30 days after the Amendment Effective Date, be treated as noncompliant circuits as described in Section 3.11.2.2 below.

3.11.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a High Capacity EEL circuit is or becomes noncompliant as described in this Section 3.11, and XOCs has not submitted an ASR (or, as applicable, LSR) or other appropriate documentation to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant High Capacity EEL circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject High Capacity EEL circuit (or portion thereof that had previously been billed at UNE rates), effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an

existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to XOCS.

- 3.11.2.3 When submitting an ASR (or, as applicable, LSR) for a circuit for which certification under Section 3.11.2.1 above is required, XOCS should follow Verizon's ordering guidelines. XOCS must include the certification in the remarks section of the ASR as follows: "Certification: The circuit(s) requested in this ASR meet the eligibility criteria set forth in 47 C.F.R. § 51.318(b)(2)." The foregoing certification must be contained in the Remarks section of the ASR unless and until such time as provisions are made to populate other fields on the ASR to capture this certification.
- 3.11.2.4 [Intentionally Left Blank]
- 3.11.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.
- 3.11.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines, and in a manner that is consistent with the Arbitration Orders. Until such time as the Commission orders or permits a different interval (at which time such different interval shall apply), new rates for converted circuits shall be effective no later than thirty (30) business days after XOCS submits its order (i.e. a valid ASR or, as applicable, LSR) that includes the certification set forth in Section 3.11.2.3 above; provided, however, that if XOCS, during any period of thirty (30) business days, submits requests for conversion of more than 100 circuits, then the Parties shall negotiate an interval that is longer than thirty (30) business days for the number of such circuits that exceed 100. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.
- 3.11.2.7 When processing a conversion, Verizon shall be allowed as necessary to physically disconnect, separate, alter, or change the equipment and facilities use to provide the service being converted; provided, however, that to the extent technically feasible, Verizon shall use commercially reasonable efforts to ensure that conversions are as seamless as possible to avoid adversely affecting the service quality perceived by XOCS's end-user customer.
- 3.11.2.8 [Intentionally Left Blank]
- 3.11.2.9 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit XOCS's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon

shall provide XOCS with thirty (30) days advance notice of any such audit. Where noncompliance is found, XOCS must convert all noncompliant circuits to the appropriate service, true up any difference in payments, and make the correct payments on a going forward basis. To the extent the independent auditor's report concludes that XOCS failed to comply in all material respects with the service eligibility criteria, then (without limiting Verizon's rights under Section 3.11.2.2 above) XOCS must reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm that XOCS complied in all material respects with the service eligibility criteria, then XOCS shall provide to the independent auditor for its verification a statement of XOCS's reasonable and verifiable costs of complying with any requests of the independent auditor, and Verizon shall, within sixty (60) days of the date on which XOCS submits such costs to the auditor, reimburse XOCS for its reasonable and verifiable costs verified by the auditor. XOCS shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated. In the event that Verizon or XOCS disputes any portion of the audit, it may dispute the audit under the dispute resolution procedures contained in the Agreement.

3.12 Routine Network Modifications.

3.12.1 General Conditions. In accordance with, 47 C.F.R. §§ 51.319(a)(7) and (e)(4) and subject to the conditions set forth in Section 2 above:

3.12.1.1 Verizon shall make such routine network modifications as are necessary to permit access by XOCS to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport) where the facility has already been constructed. Verizon shall perform routine network modifications in a nondiscriminatory fashion without regard to whether the facility being accessed was constructed on behalf of, or in accordance with the specifications of, any carrier, and shall perform routine network modifications at least equal in quality with the manner in which Verizon performs the same functions for its customers excluding the installation of a new loop. Routine network modifications applicable to Loops or Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport are those modifications that Verizon regularly undertakes for its own customers and may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities,

if any, needed to enable XOCS to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

- 3.12.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere unless and until such time as the Commission, in Docket No. 000121C-TP, adopts standard provisioning intervals and/or performance measures and remedies for Verizon's provisioning of such Loops and Transport, at which time such new intervals, performance measures, and/or remedies shall apply to the extent and for so long as they remain effective.
- 3.12.3 Nothing contained in this Section 3.12 shall be deemed to require Verizon to provide on an unbundled basis any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis.

4. Miscellaneous Provisions.

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.
- 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement". Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff, nothing contained in the Amended Agreement, or

any Verizon tariff shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Amended Agreement, any Verizon tariff, or otherwise.

- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Business Line. As set forth in 47 C.F.R. § 51.5, a "Business Line" is a Verizon-owned switched access line used to serve a business customer, whether by Verizon itself or by a competitive LEC that leases the line from Verizon. The number of business lines in a Wire Center shall equal the sum of all Verizon business switched access lines, plus the sum of all UNE loops connected to that Wire Center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with Verizon end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines".
- 4.7.2 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.
- 4.7.3 Commingling. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or combination of unbundled network elements, to one or more facilities or services that XOCs has obtained at wholesale from Verizon, or the combining of an unbundled network element, or combination of unbundled network elements, with one or more such facilities or services. "Commingling" means the act of Commingling.
- 4.7.4 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.5 Dark Fiber Transport. An optical transmission facility within a LATA, that otherwise meets the definition of Dedicated Transport but which Verizon has not activated by attaching multiplexing, aggregation or other electronics.

- 4.7.6 Dedicated Transport. Dedicated Transport includes Verizon transmission facilities, within a LATA, between Verizon Wire Centers or switches (including Verizon switches with line-side functionality that terminate loops and are "reverse collocated" in non-Verizon collocation hotels), or between Verizon Wire Centers or switches and switches owned by requesting telecommunications carriers, including, but not limited to, DS1-, DS3-, and OCn-capacity level services, as well as dark fiber, dedicated to a particular customer or carrier. For the avoidance of any doubt, this Section 4.7.6 shall not be construed to require Verizon to provide unbundled access to Entrance Facilities.
- 4.7.7 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to XOCS on an unbundled basis pursuant to the Agreement or a Verizon tariff, but which has ceased to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. Discontinued Facilities as of the Amendment Effective Date are whether as stand-alone facilities or combined or commingled with other facilities: (a) any Entrance Facility; (b) Enterprise Switching; (c) Mass Market Switching (subject to the transition provisions set forth herein for XOCS's embedded end user customer base, if any, as of March 11, 2005); (d) Four-Line Carve Out Switching; (e) OCn Loops and OCn Dedicated Transport; (f) subject to Sections 3.4.1, 3.4.2, and 3.6 above, DS1 Loops or DS3 Loops out of any Wire Center that meets the FCC's non-impairment criteria addressed in Section 3.4 of this Amendment; (g) Dark Fiber Loops (subject to the transition provisions set forth herein for XOCS 's embedded base of Dark Fiber Loops, if any, as of March 11, 2005); (h) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required to provide to XOCS on an unbundled basis under Section 3 of this Amendment (subject to the TRRO transition requirements set forth therein); (i) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any Route that meets the FCC's non-impairment criteria addressed in Section 3.5 of this Amendment (subject to the TRRO transition requirements set forth therein); (j) subject to Sections 3.5.1 and 3.5.2 above, any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required to provide to XOCS on an unbundled basis under Section 3 of this Amendment; (k) the Feeder portion of a Loop (as a sub-loop element; provided, however, that this definition is not intended to affect any right XOCS may have to obtain unbundled access to an entire Loop that includes Feeder); (l) Line Sharing, subject to the TRO transition period addressed herein; (m) any Call-Related Database, other than the 911 and E911 databases (subject to the transition requirements set forth herein as to any Call-Related Databases used in connection with Mass Market Switching for XOCS 's embedded end user customer base for such switching, if any, as of March 11, 2005); (n) Signaling (subject to the transition requirements set forth herein as to any Signaling used in connection with Mass Market Switching for XOCS 's embedded end user customer base for such switching, if any, as of March 11, 2005); (o) Shared Transport (subject to the transition requirements set forth herein as to any Shared Transport used in connection with Mass Market Switching for XOCS 's embedded end user customer base for such switching, if any, as of March 11, 2005); (p) FTTH Loops (lit or unlit), subject to Section 3.1.2 above; (q) FTTC Loops (lit or unlit), subject to Section 3.1.2 above; (r) Hybrid Loops, subject to Section 3.2 above.

- 4.7.8 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.9 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.10 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.11 DS1 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS1 Loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.
- 4.7.12 DS3 Loop. As set forth in 47 C.F.R. § 51.319(a), a DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second.
- 4.7.13 Enterprise Switching. Local Circuit Switching or Tandem Switching that, if provided to XOCS would be used for the purpose of serving XOCS's customers using DS1 or above capacity Loops.
- 4.7.14 Entrance Facility. Dedicated Transport (lit or unlit) that does not connect a pair of Verizon Wire Centers.
- 4.7.15 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.16 Federal Unbundling Rules. Any lawful requirement to provide access to unbundled network elements that is imposed upon Verizon by the FCC pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Use of 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 is not intended to deprive the Commission, the FCC, or a court of competent jurisdiction of the right to use appropriate rules of statutory construction in interpreting the effect of the statutes and rules referenced herein.
- 4.7.17 Fiber-Based Collocator. A fiber-based collocator is any carrier, unaffiliated with Verizon, that maintains a collocation arrangement in a Verizon Wire Center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the Wire Center; (2) leaves the Verizon Wire Center premises; and (3) is owned by a party other than Verizon or any Affiliate of Verizon, except as set forth in this section. Dark fiber obtained from Verizon on an infeasible right of use basis shall be treated as non-Verizon fiber-optic cable. Two or more Affiliated Fiber-Based Collocators in a single Wire Center shall collectively be counted as a single Fiber-Based Collocator. For the purposes of this Amendment, the term Affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47 of the Code of Federal Regulations. Verizon shall comply with Unbundled Network Element Condition No. 2 set forth in Appendix G to the FCC's Memorandum Opinion and Order, WC Docket No. 05-75, FCC 05-184 (rel. Nov. 17, 2005) for so long as such condition is applicable.



- 4.7.18 Four-Line Carve Out Switching. Local Circuit Switching or Tandem Switching that, if provided to XOCS, would be used for the purpose of serving a XOCS end user customer served by four or more DS0 Loops in Density Zone 1 in the top 50 MSAs.
- 4.7.19 FTTH Loop. A fiber-to-the-home loop (or "FTTH Loop") is a local loop consisting entirely of fiber optic cable, whether dark or lit, serving an end user's customer premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the multiunit premises' minimum point of entry (MPOE).
- 4.7.20 FTTC Loop. A fiber-to-the-curb loop (or "FTTC Loop") is a local loop consisting of fiber optic cable connecting to copper distribution plant that is not more than 500 feet from the customer's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a fiber-to-the-curb loop must connect to copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective customer's premises.
- 4.7.21 Hybrid Loop. A local Loop composed of both fiber optic cable, usually in feeder plant, and copper wire or cable, usually in the distribution plant. FTTH Loops and FTTC Loops are not Hybrid Loops.
- 4.7.22 House and Riser Cable (or Inside Wire Subloop) A distribution facility in Verizon's network between the minimum point of entry at a multiunit premises where an end user customer is located and the demarcation point for such facility that is owned or controlled by Verizon.
- 4.7.23 Interexchange Service. Shall have the meaning as defined by the FCC.
- 4.7.24 Line Conditioning. As set forth in 47 C.F.R. § 51.319(a)(1)(iii), Line Conditioning is the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service.
- 4.7.25 Line Sharing. The process by which XOCS provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including House and Riser Cable) owned or controlled by Verizon.
- 4.7.26 Local Circuit Switching. As required by the Arbitration Orders and as set forth in 47 C.F.R. §51.319(d)(1), Local Circuit Switching encompasses all line-side and trunk-side facilities, plus the features, functions and capabilities of the local circuit switch. The features, functions, and capabilities of the local circuit switch shall include the basic switching functions of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local Circuit Switching includes all vertical features that the Local Circuit Switch is capable of providing, including custom calling, custom local area signaling

services features, and Centrex, as well as any technically feasible customized routing function.

- 4.7.27 Mass Market Switching. Local Circuit Switching or Tandem Switching that, if provided to XOCS, would be used for the purpose of serving end-user customers using DS0 capacity loops. Mass Market Switching does not include Four Line Carve-Out Switching.
- 4.7.28 Mobile Wireless Service. As set forth in 47 C.F.R. § 51.5, a mobile wireless service is any mobile wireless telecommunications service, including any commercial mobile radio service.
- 4.7.29 Nondiscriminatory Access. As required by the Arbitration Orders and as set forth in 47 C.F.R. § 51.311, Nondiscriminatory Access shall mean that: (a) the quality of an unbundled network element, as well as the quality of the access to the unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be the same for all telecommunications carriers requesting access to that network element; and (b) to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that Verizon provides to a requesting telecommunications carrier shall be at least equal in quality to that which Verizon provides to itself.
- 4.7.30 Route. As set forth in 47 C.F.R. § 51.319(e), a "Route" is a transmission path between one of Verizon's Wire Centers or switches and another of Verizon's Wire Centers or switches. A route between two points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") may pass through one or more intermediate Wire Centers or switches (e.g., Wire Center or switch "X"). Transmission paths between identical end points (e.g., Wire Center or switch "A" and Wire Center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate Wire Centers or switches, if any.
- 4.7.31 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.
- 4.7.32 Sub-Loop for Multiunit Premises Access. Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. It is not technically feasible to access a portion of a Loop at a terminal in Verizon's outside plant at or near a multiunit premises if a technician must access the facility by removing a splice case to reach the wiring within the cable.
- 4.7.33 Tandem Switching. The trunk-connect facilities on a Verizon circuit switch that functions as a tandem switch, plus the functions that are centralized in that switch, including the basic switching function of connecting trunks to trunks, unbundled from and not contiguous with loops and transmission facilities. Tandem Switching creates a temporary transmission path between interoffice trunks that are interconnected at a Verizon tandem switch for the purpose of routing a call. A tandem switch does not provide basic functions such as dial tone service.
- 4.7.34 Wire Center. As set forth in 47 C.F.R. § 51.5, a Wire Center is the location of a Verizon local switching facility containing one or more central offices, as defined in the Appendix to Part 36 of Chapter 47 of the Code of Federal

Regulations. The Wire Center boundaries define the area in which all customers served by a given Wire Center are located.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**XO COMMUNICATIONS SERVICES, INC.**

**VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: Heather B. Gold

Printed: Jeffrey A. Masoner

Title: SVP – Government Affairs

Title: Vice President – Interconnection Services

Date: \_\_\_\_\_

Date: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

XO COMMUNICATIONS SERVICES, INC.

VERIZON FLORIDA INC.,  
f/k/a GTE FLORIDA INCORPORATED

By: Heather B. Gold

By: Jeffrey A. Masoner

Printed: Heather B. Gold

Printed: Jeffrey A. Masoner

Title: SVP - Government Affairs

Title: Vice President - Interconnection Services

Date: 03/13/06

Date: 3/15/06

Interconnection Services Policy & Planning  
Wholesale Markets



Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
P.O. Box 152092  
Irving, TX 75038

wmnotices@verizon.com

February 10, 2005

«Contact\_Name»  
«Contact\_Title»  
«Contact\_Company»  
«Legal\_Name» «Other\_Name»  
«Contact\_Address\_Line\_1» «Contact\_Address\_Line\_2»  
«Contact\_City», «Contact\_State» «Contact\_ZIP»

Subject: **NOTICE OF FCC ACTION REGARDING UNBUNDLED NETWORK ELEMENTS**

In its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), the Federal Communications Commission promulgated regulations governing the availability of certain unbundled network elements under Section 251(c)(3) of the Communications Act of 1934 (the "Act"). These regulations are to take effect on March 11, 2005.

As set forth in the *TRO Remand Order*, the FCC's regulations provide that:

- (i) Competitive Local Exchange Carriers ("CLECs") are not impaired without unbundled access to DS0 Mass Market Local Circuit Switching\*, UNE Platform combinations comprised of Mass Market Local Circuit Switching and UNE Loops, or Shared Transport, Call-Related Databases, or Signaling Networks used in connection with DS0 Mass Market Local Circuit Switching;
- (ii) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and four Fiber-Based Collocators, and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis;
- (iii) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and four Fiber-Based Collocators, and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis;
- (iv) CLECs are not impaired without unbundled access to Dark Fiber Loops;
- (v) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon Wire Centers that each serve at least 38,000 Business Lines or four Fiber-Based Collocators, and in no event may any CLEC obtain more than ten unbundled Dedicated DS1

---

\* Capitalized terms not defined herein shall have the meaning ascribed to them in the *TRO Remand Order*.

«Contract\_Number»

**NOTICE OF FCC ACTION REGARDING UNBUNDLED NETWORK ELEMENTS**

February 10, 2005

Page 2

Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis;

(vi) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon Wire Centers that each serve at least 24,000 Business Lines or three Fiber-Based Collocators, and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis; and

(vii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon Wire Centers that each serve at least 24,000 Business Lines or three Fiber-Based Collocators.\*\*

With respect to each of the network elements listed above (the "Discontinued Facilities"), the FCC's implementing regulations also establish a mandatory transition plan to facilitate the transition from unbundling under Section 251(c)(3) of the Act to alternative arrangements. Under this transition plan, as of March 11, 2005, CLECs are not permitted to add new facilities or arrangements under Section 251(c)(3) of the Act if such facilities or arrangements are Discontinued Facilities, as defined herein.

In addition, with respect to the embedded base of Discontinued Facilities, the FCC's implementing regulations establish a twelve month transition period (eighteen months in the case of Dark Fiber Loops and Dark Fiber Transport), beginning on March 11, 2005. During this transition period, any Discontinued Facilities that Verizon was providing to a CLEC as of March 11, 2005, but which Verizon is no longer required to unbundle under the FCC's implementing regulations as of that date, shall remain available for lease by the CLEC until migrated to alternative arrangements, but in no event for longer than the remainder of the applicable transition period at transitional rates established by the FCC and set forth in the FCC's implementing regulations.\*\*\*

The implementing regulations further mandate that by the end of the relevant transition period (September 10, 2006 for Dark Fiber Loops and Dark Fiber Transport, and March 10, 2006 for all other Discontinued Facilities listed above), CLECs must have completed the migration of all Discontinued Facilities formerly obtained from Verizon to alternative facilities or arrangements; e.g., through self-provisioning, or by obtaining replacement arrangements from Verizon under commercial agreements or Verizon tariffs.

In accordance with the foregoing, Verizon hereby provides **formal notice** that in accordance with the FCC's mandatory transition plan, CLECs may not submit orders for completion on or after March 11, 2005 if such orders are for new facilities or arrangements that are Discontinued Facilities, as defined above. In addition, unless you have made alternative arrangements with Verizon for UNE replacement services, the embedded base of Discontinued Facilities in place on or after March 11, 2005 shall be subject to the transitional rate increases established by the FCC in the *TRO Remand Order* as of that date. Pursuant to the *TRO Remand Order*, these transitional rates may be applied retroactively if necessary.

---

\*\* The FCC also determined that: (i) CLECs are not impaired without access to Entrance Facilities, and that no transition plan is required with respect to Entrance Facilities; and (ii) a requesting carrier may not access unbundled network elements for the exclusive provision of Mobile Wireless Services or Interexchange Services. Verizon will issue separate industry notices relating to these determinations in the near future.

\*\*\* The FCC mandated rate for DS0 Mass Market Local Circuit Switching used in combination with unbundled DS0 capacity loops shall be the higher of: (A) the rate at which the requesting carrier obtained that combination of network elements on June 15, 2004, plus one dollar, or (B) the rate the state public utility commission establishes, if any, between June 16, 2004 and March 11, 2005 for that combination of network elements, plus one dollar. For all other Discontinued Facilities listed above, the FCC mandated rate shall be the higher of (i) 115% of the rate the requesting carrier paid for the Discontinued Facility on June 15, 2004, or (ii) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for that Discontinued Facility. The foregoing rates are to take effect on March 11, 2005.

**NOTICE OF FCC ACTION REGARDING UNBUNDLED NETWORK ELEMENTS**

February 10, 2005

Page 3

With respect to full implementation of the FCC's findings of no impairment, this letter shall also serve as **formal notice** under your interconnection agreement, to the extent such notice is required, of Verizon's intention to implement the FCC's no impairment findings with respect to the Discontinued Facilities listed above no later than the end of the relevant mandatory transition period.

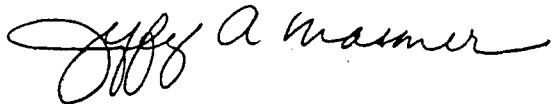
You are strongly encouraged to complete negotiations with Verizon for alternative service arrangements as quickly as possible, if you have not already done so, in order to meet the FCC's mandatory transitional deadline and to avoid unreasonable last minute network reconfiguration demands. Verizon has available a number of alternative arrangements that are available for your review.

With respect to Mass Market UNE Platform, Verizon is developing a short-term plan that is designed to minimize disruption to your existing business operations. This new commercial services offering would allow your continued use of Verizon's network utilizing existing processes for ordering, provisioning, maintenance and repair for a limited period of time while a longer term commercial agreement is negotiated. You will be contacted soon regarding the details of this short-term commercial services offering.

In any event, to the extent you have facilities or arrangements that will become Discontinued Facilities, please contact your Verizon Account Manager no later than May 15, 2005 in order to review your proposed transition plans. Should you fail to notify Verizon of your proposed transition plans by that date, Verizon will view such failure as an act of bad faith intended to delay implementation of the *TRO Remand Order* and take appropriate legal and regulatory actions.

Finally, please note that some interconnection agreements may already lack any requirement for Verizon to provide unbundled access to certain Discontinued Facilities. This notice is not intended to create any new obligation (transitional or otherwise) for Verizon to provide unbundled access to a facility that Verizon was not already required to unbundle under your interconnection agreement.

Sincerely,



Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning



October 21, 2005

**Subject: Follow-up Notice Regarding Mandatory High Capacity UNE Transition under the TRO Remand Order**

This is a reminder of the need for your company to complete as soon as possible any transition to alternative services that is necessary to meet the mandatory deadline described in Verizon's formal Notice dated February 10, 2005 (the "February 10 Notice").

Verizon's February 10 Notice informed your company that the FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), promulgated regulations governing the availability of certain unbundled network elements under Section 251(c)(3) of the Communications Act of 1934 (the "Act"). These regulations took effect on March 11, 2005.

As you know, the FCC's regulations set forth in the *TRO Remand Order* provide, among other things, that\*\*:

- (i) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and four Fiber-Based Collocators, and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis;
- (ii) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and four Fiber-Based Collocators, and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis;
- (iii) CLECs are not impaired without unbundled access to Dark Fiber Loops;
- (iv) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon Wire Centers that each serve at least 38,000 Business Lines or four Fiber-Based Collocators, and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis;
- (v) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon Wire Centers that each serve at least 24,000 Business Lines or three Fiber-Based Collocators, and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis; and
- (vi) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon Wire Centers that each serves at least 24,000 Business Lines or three Fiber-Based Collocators.

Verizon's February 10 Notice further informed your company that, with respect to each of the network elements listed above, the FCC's implementing regulations established a mandatory transition plan to facilitate the transition from unbundling under Section 251(c)(3) of the Act to alternative arrangements. The FCC's implementing regulations established a twelve month transition period (eighteen months in the case of Dark Fiber Loops and Dark Fiber Transport), beginning on March 11, 2005. During this transition period, any DS1 UNE Loop, DS3 UNE Loop, DS1 UNE Transport, DS3 UNE Transport, Dark Fiber Loop, or Dark Fiber Transport that Verizon

was providing, in combination or otherwise, to a CLEC as of March 11, 2005, but which Verizon is no longer required to unbundle under the FCC's implementing regulations as of that date, shall remain available for lease by the CLEC until migrated to alternative arrangements, but in no event for longer than the remainder of the applicable transition period at transitional rates established by the FCC and set forth in the FCC's implementing regulations.

As described in the February 10 Notice, the FCC's regulations further mandate that by the end of the relevant transition period (**March 10, 2006 or, in the case of Dark Fiber Loops and Dark Fiber Transport, September 10, 2006**), CLECs must have completed the migration of all such UNEs formerly obtained from Verizon to alternative facilities or arrangements; e.g., through self-provisioning, or by obtaining replacement arrangements from Verizon under commercial agreements or Verizon tariffs.

You are strongly encouraged, once again, to contact your Verizon account manager as soon as possible to discuss alternative service arrangements, if you have not already done so, in order to meet the FCC's mandatory transitional deadline and to avoid unreasonable last minute network reconfiguration demands. Verizon continues to offer a number of alternative arrangements that are available for your review. Please note that all orders to migrate or convert to alternative service arrangements (or disconnect) must be placed by a date that allows Verizon adequate time (taking account of order volumes, any standard intervals that apply, and preparatory activities your company must have completed in advance in order to implement the conversion or migration) to convert, migrate, or disconnect the subject facilities by the end of the respective transition period. Verizon intends to exercise any rights and remedies that may be available, including without limitation re-pricing at commercial rates and/or disconnection of the subject facilities, in the event CLECs do not place timely orders to convert, migrate, or disconnect the subject facilities.

Finally, please note that some interconnection agreements may not include any requirement for Verizon to provide unbundled access to certain network elements. This notice is not intended to create any new obligation (transitional or otherwise) for Verizon to provide unbundled access to a facility that Verizon was not already required to unbundle under your interconnection agreement.

Interconnection Services Policy & Planning  
Wholesale Markets



Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
P.O. Box 152092  
Irving, TX 75038

wmnotices@verizon.com

November 17, 2005

«Contact\_Name»  
«Contact\_Title»  
«Contact\_Company»  
«Contact\_Address\_Line\_1» «Contact\_Address\_Line\_2»  
«Contact\_City», «Contact\_State» «Contact\_ZIP»

Subject: **NOTICE OF UPDATES TO VERIZON WIRE CENTER CLASSIFICATIONS**

In connection with its implementation of the FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), Verizon filed with the FCC a list of Verizon's Tier 1 and Tier 2 Wire Centers.<sup>1</sup> The *TRO Remand Order* requires these wire center classifications to allow parties to identify the interoffice routes on which the FCC has determined that competitive LECs ("CLECs") are not impaired without access to Dedicated DS1 Transport, Dedicated DS3 Transport, and Dark Fiber Transport.<sup>2</sup> In addition, Verizon's filing included a list of wire centers that satisfy the FCC's non-impairment criteria for DS1 and DS3 Loops.<sup>3</sup> Verizon also provided this information to CLECs directly, and published it on its wholesale website in an Industry Letter dated March 2, 2005.<sup>4</sup>

Pursuant to the rules adopted in the *TRO Remand Order*, Verizon has recently identified additional wire centers that meet the *Order's* non-impairment criteria. A list of those additional wire centers is attached

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also include those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by CLECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three fiber-based collocators, at least 24,000 business lines, or both.

<sup>2</sup> As explained with more specificity in Verizon's industry notice of February 10, 2005: (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon Wire Centers that are both Tier 1 Wire Centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are both either Tier 1 or Tier 2 Wire Centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any route where Dedicated DS3 Transport remains available on an unbundled basis); and (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are both either Tier 1 or Tier 2 wire centers.

<sup>3</sup> As explained with more specificity in Verizon's industry notice of February 10, 2005: (i) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

<sup>4</sup> Verizon subsequently updated its wire center list as of April 15, 2005 and October 12, 2005. A list of "Verizon Wire Centers Exempt from UNE Hi-Cap Loop and Dedicated Transport Ordering" as updated on April 15, 2005, is available on the Ordering Local Service page of Verizon's Wholesale Web-site at: <http://www22.verizon.com/wholesale/local/order/1.19410..00.html>

«Contract\_Number»  
«State\_Of»

NOTICE OF CHANGES TO VERIZON WIRE CENTER INFORMATION

November 17, 2005

Page 2

as Exhibit A. The list in Exhibit A will supplement Verizon's currently effective wire center classifications, effective 90 days from the date of this letter, on and after February 15, 2006 (the "Notice Effective Date").<sup>5</sup>

The *TRO Remand Order* requires requesting carriers to undertake a reasonably diligent inquiry before ordering high-capacity loops and dedicated transport, in order to certify that they are entitled to unbundled access to the facilities they seek. You are hereby placed on notice of the additional exempt wire center classifications in Exhibit A. Review of this updated wire center list is necessarily part of any reasonably diligent inquiry. Therefore, you are deemed to have actual or constructive knowledge that you are not entitled to unbundled access to elements that fall within the wire center classifications described in footnotes 2 and 3 here and reflected in Exhibit A. Such network elements are no longer subject to mandatory unbundling under Section 251 of the Act, and may not be ordered as UNEs on and after the Notice Effective Date.

CLECs that have obtained high-capacity UNE loops and UNE dedicated transport facilities out of offices listed as exempt from unbundling in Exhibit A ("Newly De-listed Embedded Base") must transition those facilities to alternative arrangements. Verizon has determined that, although it is not required by the *TRO Remand Order* to do so, it will defer full enforcement of this notice during the period from the Notice Effective Date to March 11, 2006 (September 11, 2006 in the case of Dark Fiber Transport) with respect to any such Newly De-listed Embedded Base, so that the date by which CLECs must have completed transition of their Newly De-listed Embedded Base under this notice shall be the same date that applies to CLECs' embedded base of UNEs that became "de-listed" as of the March 11, 2005 effective date of the *TRO Remand Order*, except where the relevant state commission has determined that a different transition period for any such Newly De-listed Embedded Base will apply.<sup>6</sup> Verizon may, subject to any different requirements that may apply in certain states, charge transition rates under the *TRO Remand Order* for any such Newly De-listed Embedded Base during the period from the Notice Effective Date to March 11, 2006 (September 11, 2006 in the case of Dark Fiber Transport). To the extent a CLEC has not transitioned any de-listed loops or transport by March 11, 2006, or by the end of any applicable state commission transition period, this embedded base of facilities will be priced at Verizon's corresponding tariffed special access rates (month-to-month) for those facilities. These access charges will be charged retroactively as necessary to apply them as of March 11, 2006. CLECs that have obtained Dark Fiber Transport facilities between offices where these facilities are no longer available as UNEs must migrate them to alternative arrangements (*e.g.*, through self-provisioning, or by obtaining replacement arrangements from Verizon under commercial agreements or Verizon tariffs) by September 11, 2006, or by the end of any applicable state commission transition period. If a CLEC has not transitioned any de-listed Dark Fiber Transport by September 11, 2006, or by the end of any applicable state commission transition period (and given that Verizon does not offer an analogous dark fiber service under its access tariffs), Verizon, in its sole discretion, will either disconnect the subject facilities or reprice them at a commercial rate that Verizon determines in its sole discretion.

Verizon's supplemental wire center classifications rely upon data sources available as of November 10, 2005 as specified by the FCC in the *TRO Remand Order*, including ARMIS data. As the FCC found in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes.... [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, at para. 105. The supplemental wire centers also reflect affiliate relationships created since Verizon filed its initial wire center classifications, including those created as a result of the Verizon/MCI merger.<sup>7</sup> Additionally, all

---

<sup>5</sup> In states where the *TRO Remand Order* is being implemented via tariff (such as New York and Rhode Island), the wire center classifications reflected in Exhibit A will take effect on the effective date of any tariff revisions made by Verizon to reflect the updated wire center classifications.

<sup>6</sup> Verizon reserves its right to challenge any determinations addressing this issue. Verizon also reserves its right to apply a different transition period where necessary to conform to the requirements of any subsequent order of a state commission, FCC, or court of competent jurisdiction addressing the issues that are the subject of this Notice.

<sup>7</sup> In accordance with voluntary commitments made by Verizon in connection the FCC-approved Verizon/MCI Merger, within thirty days of the Merger Closing Date, Verizon will issue an update to its initial wire center list (*i.e.*, the list that remains effective 3/11/05)

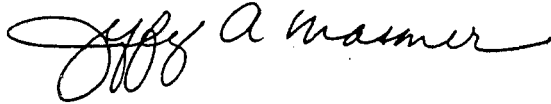
**NOTICE OF CHANGES TO VERIZON WIRE CENTER INFORMATION**

November 17, 2005

Page 3

fiber-based collocation arrangements relied upon were validated through physical inspections. If you nevertheless have questions about Verizon's wire center list, please submit them to Michael D. Tinyk at michael.d.tinyk@verizon.com. Under an appropriate nondisclosure agreement, Verizon will provide to you backup data that it used to develop its updated wire center list. If you have actual, verifiable data that you believe demonstrate that any wire center identified as exempt from unbundling requirements in Exhibit A should not be included on that list, please provide such data to your Verizon account manager as soon as possible and no later than the Notice Effective Date.

Sincerely,



Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning

VIA «Delivery\_Method»

---

that, in applying the criteria established by the FCC in the *TRO Remand Order*, excludes fiber-based collocation arrangements established by MCI or its affiliates from *all* of Verizon's wire centers. The supplemental list attached to this notification already excludes fiber-based collocation arrangements established by MCI or its affiliates, therefore, no update to the supplemental list will be required 30 days after the Merger Closing Date.

«Contract\_Number»  
«State\_Of»

**NOTICE OF CHANGES TO VERIZON WIRE CENTER INFORMATION**

November 17, 2005

Page 4

EXHIBIT A								
Verizon's Supplemental Wire Centers Exempt from UNE Hi-Cap Loop and Dedicated Transport Ordering - (Post March 11, 2005) Effective November 10, 2005								
Reflects Additional Wire Centers or 3/11/05 Effective Wire Centers with Exemption Status Change								
This list is a supplement to, not a replacement of, the 3/11/05 Effective Wire Center Exemption List								
<b>Transport (Unbundled Dedicated Transport + Unbundled Dedicated Transport portion of a Loop-Transport combination)</b>								
DS1 Unbundled Transport will not be offered between Wire Center CLLIs marked "Yes" in the Tier 1 column.								
DS3 Unbundled Transport and Dark Fiber will not be offered between Wire Center CLLIs marked "Yes" in either the Tier 1 or Tier 2 columns.								
<b>Loop (Unbundled Loop + Unbundled Loop portion of a Loop-Transport combination)</b>								
DS1 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS1 Loop column.								
DS3 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS3 Loop column.								
			Wire Center Qualified - Yes or No					
State	Wire Center	Tier 1		Tier 2		DS1 Loop		DS3 Loop
CA	LAPNCAVG	No		Yes		No		No
	LNBHCAXG	No		Yes		No		No
	ONTRCAXP	No		Yes		No		No
	SNMNCAXP	Yes		No		No		No
DE	WLMGDEWL	Yes	Note 1	No		No		Yes
FL	TAMPFLXX	Yes	Note 1	No		No		Yes
IN	FTWYINXA	Yes		No		No		No
	FTWYINXF	No		Yes		No		No
	FTWYINXL	No		Yes		No		No
MA	BSTNMABO	Yes	Note 1	No		Yes		Yes Note 1
	BURLMABE	Yes		No		No		No
	CHCPMARI	Yes		No		No		No
	HLKYMAMA	Yes		No		No		No
	LYNNMACH	No		Yes		No		No
	MLFRMAWA	No		Yes		No		No
	NATNMAMA	Yes		No		No		No
	NDHMMAPI	No		Yes		No		No
	NRBOMASC	Yes		No		No		No
	RKLDMAWE	No		Yes		No		No
	WNCHMAMA	No		Yes		No		No
ME	WSBOMASU	No		Yes		No		No
	BNGRMEPA	Yes		No		No		No
NC	LSTNMEAS	Yes		No		No		No
	DRHMNCXB	No		Yes		No		No
NH	DRHMNCXH	Yes		No		No		No
	CNCRNHSO	No		Yes		No		No
	DOVRNHTH	Yes		No		No		No
	SALMNHNB	Yes		No		No		No
<b>Wire Center Qualified - Yes or No</b>								

«Contract\_Number»

«State\_Of»

**NOTICE OF CHANGES TO VERIZON WIRE CENTER INFORMATION**

November 17, 2005

Page 5

State	Wire Center	Tier 1		Tier 2		DS1 Loop		DS3 Loop	
NJ	EDSNNJED	Yes		No		No		No	
	RTFRNJRU	Yes	Note 1	No		No		Yes	
NY	FRDLNYFM	Yes		No		No		No	
	HMPSPNYHS	No		Yes		No		No	
	HNSTNYHU	No		Yes		No		No	
	NYCMNYMN	No		Yes		No		No	
	NYCQNYAS	No		Yes		No		No	
	NYCQNYLI	Yes	Note 1	No		No		Yes	
	RSLNNYRO	No		Yes		No		No	
	TNWNNTYTW	No		Yes		No		No	
PA	BGVLPABR	Yes		No		No		No	
	PITBPAEL	Yes		No		No		No	
	PTTWPAPT	No		Yes		No		No	
	RDNGPARE	Yes		No		No		No	
	WLPTPAWI	Yes		No		No		No	
RI	CNTNRIPH	Yes		No		No		No	
	EGRNRICH	No		Yes		No		No	
	PWTCRIHI	Yes		No		No		No	
	WWWKRIMA	No		Yes		No		No	
VA	FLCHVAMF	Yes		No		No		No	
	MNSSVAXA	Yes		No		No		No	
	NWNWVAHU	No		Yes		No		No	
	NWNWVAHV	No		Yes		No		No	
	RONKVALK	Yes		No		No		No	
WV	CLBGWVMA	No		Yes		No		No	
Total Supplemental Qualifying WCs		23		25		1		4	
<p><b>Note 1:</b>                  These exemptions are unchanged from the 3/11/05 Effective Exemption List, and are reproduced here because of other classification changes for the same wire center; reproduced exemptions are excluded from the count of "Total Supplemental Qualifying WCs".</p>									

REDACTED



Anthony M. Black  
Assistant General Counsel

1515 North Courthouse Road  
Suite 500  
Arlington, VA 22201

Phone: 703 351-3025  
Fax: 703 351-3664  
anthony.m.black@verizon.com

March 10, 2006

VIA FIRST CLASS MAIL AND ELECTRONIC MAIL

Mr. J. Gary Case  
Director, Carrier Management  
XO Communications  
11111 Sunset Hills Road  
Reston, VA 20190

**RE: Compliance with Triennial Review Order on Remand**

Dear Mr. Case:

I am writing in response to your letter to Kathryn Kalajian of Verizon, dated March 3, 2006, regarding XO's embedded base of unbundled loop and transport circuits that XO, effective as of March 11, 2006 (or, in the case of dark fiber, September 11, 2006), is no longer permitted to obtain as unbundled network elements under the FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRRO*").<sup>1</sup> In your letter you claim that XO, in certain states and/or as to certain wire centers that Verizon has identified as meeting the non-impairment criteria under the *TRRO*, is exempt from the mandatory transition required by the *TRRO*. Your arguments are incorrect for reasons Verizon has previously explained to XO, and XO, to the extent it has not already done so, must take appropriate action to complete the transition before March 11, 2006 (or, in the case of dark fiber, September 11, 2006) as discussed in Verizon's notices to XO including those dated February 10, March 2, October 21, and November 17, 2005, and February 3, 2006 (the "Notices").<sup>2</sup> I address below certain points in your letter.

First, you assert that XO is exempt from the mandatory *TRRO* transition in Pennsylvania, Maryland, Delaware, Virginia, Washington, and Texas because XO has not executed an amendment to implement the *TRRO* in those states. That is incorrect. The mandatory transition plan the FCC adopted in the *TRRO* does not depend on any particular contract terms. Therefore, none of Verizon's interconnection agreements, with XO or any other CLEC, had to be amended before implementation of the FCC's prohibition on new orders for de-listed UNEs as of March 11, 2005, and nothing in any CLEC's contract can change the FCC's deadlines for transition of the embedded base of de-listed UNEs.<sup>3</sup> To the extent

<sup>1</sup> Such embedded base of discontinued UNEs may be referred to herein as the "Discontinued Embedded Base."

<sup>2</sup> In New Jersey, such Notices also include Verizon's notice dated February 9, 2006.

<sup>3</sup> See *TRRO* ¶¶ 145, 198 (noting that the "limited duration of the transition" protects incumbents).



particular contracts could be interpreted to require negotiations to dispose of a CLEC's embedded base, the FCC required that such negotiations be completed early enough within the transition period that transition of the discontinued embedded base can itself be completed before the transition period closes.<sup>4</sup> In any event, any such considerations do not apply here, as the terms of XO's agreements already authorize Verizon, without first amending the agreements or satisfying any conditions beyond providing notice that Verizon has already provided, to cease providing UNEs upon cessation of Verizon's unbundling obligation.<sup>5</sup>

Second, you state that XO will not comply with the *TRRO* transition requirements with respect to XO's Discontinued Embedded Base circuits provisioned out of [REDACTED] non-impaired wire centers listed in Attachment A to your letter because, according to your letter, Verizon has not provided XO with the information necessary for XO to confirm whether those wire centers have been accurately identified as non-impaired.<sup>6</sup> That allegation is demonstrably false.

On March 2, 2005, Verizon sent to XO and other CLECs a notice that identified the wire centers where Verizon is no longer required to provide access to high capacity loop and/or transport circuits under the *TRRO* (the "March 2 Notice"). Verizon also posted that list of wire centers on its wholesale website. Verizon's March 2 Notice explained that Verizon's list reflects the data sources specified by the FCC in the *TRRO*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRRO*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes... [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the

---

<sup>4</sup> See *TRRO* ¶¶ 143 ("At the end of the twelve-month period, requesting carriers *must* transition the affected DS1 or DS3 dedicated transport UNEs to alternative facilities or arrangements."), 196 ("At the end of the twelve-month period, requesting carriers *must* transition all of their affected high-capacity loops to alternative facilities or arrangements.") (emphasis added).

<sup>5</sup> See, e.g., *DE, TX, and WA Agreements, UNE Remand Amendment § 1.5* ("Without limiting Verizon's rights pursuant to Applicable Law or any other section of this Agreement to terminate its provision of a UNE or a Combination, if Verizon provides a UNE or Combination to [XO], and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such UNE or Combination, Verizon may terminate its provision of such UNE or Combination to [XO]."); *MD Agreement, § 8.4* ("Notwithstanding anything herein to the contrary, in the event that as a result of any unstayed decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, it is determined that a Party ("Providing Party") shall not be required to furnish any service, facility, arrangement or benefit required to be furnished or provided to the other Party ("Recipient Party") hereunder, then the Providing Party may discontinue the provision of any such service, facility, arrangement or benefit ("Discontinued Arrangement") to the extent permitted by any such decision, order or determination by providing sixty (60) days prior written notice to the Recipient Party, 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 Discontinued Arrangement, in which event such specific period and/or conditions shall apply."); *PA-East and VA-East Agreements, § 3.4* ("Unless a service is required to be offered by a Party under Applicable Law, either Party may terminate any service provided under this Agreement upon thirty (30) days prior written notice to the other Party 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 termination of its purchase of a service by the purchasing Party, the purchasing Party shall pay any applicable termination charges specified in this Agreement."); *VA-West Agreement, § 32* ("Changes in Legal Requirements. [Verizon] and [XO] further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement was produced. Any modifications to those requirements that subsequently may be prescribed by final and effective action of any federal, state, or local governmental authority will be deemed to automatically supersede any terms and conditions of this Agreement.").

<sup>6</sup> In Attachment A to your letter, XO disputes the non-impairment designations of [REDACTED] and [REDACTED] with respect to DS1 and DS3 loops, and [REDACTED] only with respect to DS3 loops. Those wire centers also qualify for Tier 1 non-impairment status.

necessary information."<sup>7</sup> Verizon's March 2 Notice nonetheless offered to provide to XO and other CLECs, under an appropriate nondisclosure agreement (NDA), the backup data that Verizon used to develop and update the lists of wire centers. The March 2 Notice asked XO to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists.

XO executed the NDA and, two days later, on March 11, 2005, Verizon provided the back-up data to XO. Although that data was fully adequate to confirm the non-impairment status of the subject wire centers, Verizon, during the period since then, has gone to great lengths to provide further information to XO so as to eliminate any potential for doubt about whether the wire centers were accurately identified as non-impaired. For example, to alleviate any suspicion XO might have had regarding whether Verizon accurately accounted for affiliate relationships in the fiber-based collocator counts, Verizon provided to XO under a non-disclosure agreement on September 9, 2005 a detailed matrix of all fiber-based collocators and affiliations that Verizon's counts reflected. After meticulously analyzing Verizon's back-up data and follow-up information, XO identified only two verifiable changes that should be made. First, XO pointed out that Verizon had counted XO and its recently-acquired affiliate, Allegiance, as separate fiber-based collocators. Verizon promptly made a correction reflecting such information that XO provided, notice of which correction Verizon provided to XO and other CLECs on October 31, 2005. That correction required only one change in the non-impairment status shown in Verizon's wire center list, which was to reinstate the availability of DS3 loops at one wire center in [REDACTED]. Secondly, XO disputed the designation of XO as a fiber based collocator in one other wire center. After investigating the matter, Verizon concurred with XO and corrected the wire center list in a notice to XO and other CLECs on October 31, 2005. The sole effect of that correction was to reclassify one wire center in [REDACTED] from Tier 1 to Tier 2.<sup>8</sup>

You state in your letter, without offering any data or facts, that XO finds it "extremely unlikely" that Verizon has not made other errors in its wire center list. But XO, in good faith, cannot challenge the accuracy of Verizon's wire center list based on unsubstantiated suspicions. XO has also suggested that Verizon might have counted XO as a fiber-based collocator at certain locations where XO claims it does not meet the FCC's definition of fiber-based collocator. XO admits that it leases its fiber from third parties at the locations, but claims that such arrangements do not meet the FCC's definition because the leases (purportedly) do not provide XO an indefeasible right of use. That claim is incorrect as a legal matter, as the indefeasible right of use component of the FCC's definition of a fiber-based collocator applies only when the fiber is obtained from Verizon. See 47 C.F.R. § 51.5. Even if XO's theory were legally correct (which it is not), XO committed in November 2005 to provide information to substantiate these alleged arrangements, but it has never done so.

Third, XO suggests that, because Verizon has not provided XO with confidential and proprietary network information (CPNI) of other CLECs, XO is unable to verify that Verizon correctly counted such CLECs as fiber-based collocators. But as Verizon has explained to XO, each CLEC has been allowed to verify Verizon's counts of that CLEC's fiber-based collocations. No CLEC has requested that Verizon release its CPNI to XO, nor should there be any reason for XO to obtain highly-sensitive competitive information of another CLEC, without that CLEC's consent, in order to verify information that the other CLEC has already been allowed to verify. However (as noted above), in an effort to provide the XO fullest possible information without disclosing other CLECs' CPNI to XO, Verizon, six months ago, provided XO the list of fiber-based collocators and affiliate relationships that Verizon's counts reflected.

---

<sup>7</sup> TRRO ¶ 105.

<sup>8</sup> Verizon also undertook, without prompting from XO or any other CLEC, further analysis of all affiliate relationships and subsequently changed the status of several other wire centers.

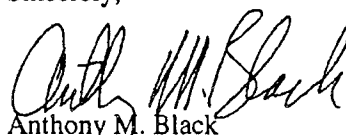
XO has never responded to that data or questioned the accuracy of the affiliate relationships identified therein.

Fourth, your letter includes a footnote stating that XO "is disputing" – with nary a mention of any basis for doing so -- the non-impairment designations of wire centers set forth in Verizon's November 17, 2005 update to its wire center list. That unsubstantiated statement cannot constitute a good faith dispute, and Verizon does not accept it as such, particularly since Verizon provided XO with the back-up data for the November 17 update as well.

Finally, your letter contains various assertions regarding rates and charges associated with the *TRRO* transition. I will not respond to each such assertion. It shall suffice to say that nothing in your letter alters any right or obligation that either party may have under the applicable interconnection agreements, applicable tariffs, the *TRRO*, or otherwise, with respect to any such rates or charges.

For reasons stated above and in previous communications with XO, XO has not stated (and cannot state) any lawful basis upon which it may decline to comply, as to any wire center Verizon has identified as non-impaired in any state, with the mandatory transition established in the *TRRO*. Nor, under paragraph 234 of the *TRRO* or otherwise, is Verizon obligated to continue providing XO's Discontinued Embedded Base at UNE rates on or after March 11, 2006 (or, in the case of dark fiber, September 11, 2006) during the pendency of any dispute resolution process that XO might seek to initiate. Verizon intends to proceed as scheduled with implementation of the *TRRO* as set forth in the Notices that Verizon has sent (and any further notices that Verizon may send) to XO, and XO should immediately take appropriate action to arrange for replacement services for all circuits that are no longer available as UNEs under the *TRRO*.<sup>9</sup>

Sincerely,

  
Anthony M. Black

cc: Karen Potkul, Esq.  
Kathryn Kalajian

---

<sup>9</sup> As I made clear in our previous correspondence of March 8, 2006, it is Verizon's general intention to reprice non-UNE circuits if a carrier has not arranged for a replacement service, without waiver of any other rights Verizon may have under the *TRRO*, its tariffs, or the parties' agreements, including disconnection. However, if Verizon determines that disconnection is an appropriate remedy for any failure by XO to comply with its obligations under the *TRRO*, Verizon will provide a further notice informing XO of any such disconnection. Any such further notice would comply with any applicable notice requirements under XO's interconnection agreements and applicable regulations. As you know, Verizon offers a variety of alternative services to replace de-listed UNEs and has gone to great lengths to cooperate with XO and other CLECs to ensure that they may obtain services they may need to replace discontinued UNEs.

Susanne A. Guyer  
Senior Vice President  
Federal Regulatory Affairs



1300 I Street, NW, Suite 400 West  
Washington, DC 20005

Phone 202 515-2580  
Fax 202 336-7858  
susanne.a.guyer@verizon.com

February 18, 2005

**Ex Parte**

Ms. Marlene H. Dortch  
Secretary  
Federal Communications Commission  
445 12th Street, S.W.  
Washington, D.C. 20554

**Re: Unbundled Access to Network Elements, WC Docket No. 04-313; Review of Section 251 Unbundling Obligations for Incumbent Local Exchange Carriers, CC Docket. No. 01-338**

Dear Ms. Dortch:

Please file the attached in the record for the above-referenced proceedings. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susanne Guyer".

Attachment

Susanne A. Guyer  
Senior Vice President  
Federal Regulatory Affairs



1300 I Street, NW, Suite 400 West  
Washington, DC 20005

Phone 202 515-2580  
Fax 202 336-7858  
susanne.a.guyer@verizon.com

February 18, 2005

**Ex Parte**

Jeffrey J. Carlisle  
Chief, Wireline Competition Bureau  
Federal Communications Commission  
Washington, D.C. 20554

**Re: Unbundled Access to Network Elements, WC Docket No. 04-313; Review of Section 251 Unbundling Obligations for Incumbent Local Exchange Carriers, CC Docket. No. 01-338**

Dear Mr. Carlisle:

In response to your February 4 letter, attached is a list, identifying by CLLI code the Verizon wire centers that satisfy the Tier 1 and Tier 2 criteria for dedicated transport<sup>1</sup> and the wire centers that satisfy the non-impairment thresholds for DS1 and DS3 loops. Consistent with the Commission's Order, as of March 11, 2005, new high-capacity UNEs will no longer be available at the wire centers listed in the attachment for elements excluded under the terms of the Order.

In making these determinations, Verizon calculated its business line count by adding the business lines in its 2003 ARMIS 43-08 report associated with each wire center with UNE loops and EELs (on a DSO equivalent basis) that were not included in that report. The fiber-based collocation count was based on data submitted with Verizon's December 7, 2004 *ex parte* submission; however, Verizon has amended its count, per the Commission's Order, to reflect the number of providers rather than the number of collocation arrangements. Verizon also reduced the number of fiber-based collocators to reflect those offices where collocation service has been terminated.

---

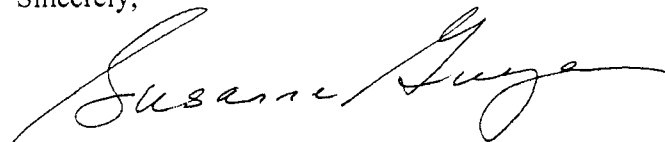
<sup>1</sup> Under the FCC's order, the remaining Verizon wire centers are Tier 3.

February 18, 2005  
Page 2

Consistent with the terms of the Order, however, Verizon reserves the right to add additional wire centers to the excluded lists in the event that new information establishes that additional wire centers should be excluded. *See* Order, ¶142, n. 399; ¶ 196, n. 519.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan Luze". The signature is written in black ink and is positioned below the word "Sincerely,".

Attachment

## Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
CA	BLPKCAXF	No	Yes	No	No
	CCMNCAXF	No	Yes	No	No
	LNBHCAXF	Yes	No	No	No
	LNBHCAXS	No	Yes	No	No
	SNBBCAXF	No	Yes	No	No
	SNMNCAXG	Yes	No	No	No
	SNMNCAXP	No	Yes	No	No
	THOKCAXF	No	Yes	No	No
	WLANCAXF	No	Yes	No	No
	WLANCAXH	Yes	No	No	No
WMNSCAXF	Yes	No	No	Yes	
CT	GNWCCTGN	Yes	No	No	No
DC	WASHDCDN	Yes	No	Yes	Yes
	WASHDCDP	Yes	No	No	No
	WASHDCMO	Yes	No	Yes	Yes
	WASHDCMT	Yes	No	Yes	Yes
	WASHDCSW	Yes	No	Yes	Yes
	WASHDCWL	No	Yes	No	No
DE	DOVRDEDV	No	Yes	No	No
	NWRKDENB	Yes	No	No	No
	WLMGDEWL	Yes	No	No	No
FL	BHPKFLXA	Yes	No	No	No
	CLWRFLXA	Yes	No	No	No
	CNSDFLXA	No	Yes	No	No
	FHSDFLXA	No	Yes	No	No
	PNLSFLXA	No	Yes	No	No
	SPBGFLXA	Yes	No	No	No
	SRSTFLXA	No	Yes	No	No
	SWTHFLXA	Yes	No	No	No
	TAMPFLXA	Yes	No	No	No
	TAMPFLXE	Yes	No	No	No
	TAMPFLXX	Yes	No	No	No
	WSSDFLXA	Yes	No	No	No
	YBCTFLXA	Yes	No	No	No
HI	HNLLHIMN	Yes	No	No	No
IN	FTWYINXA	No	Yes	No	No
MA	BKLIMAMA	No	Yes	No	No
	BLRCMAAN	No	Yes	No	No
	BRNTMAWA	Yes	No	No	No
	BRTNMACR	Yes	No	No	No
	BSTNMABE	Yes	No	Yes	Yes
	BSTNMABO	Yes	No	No	Yes
	BSTNMAFR	Yes	No	No	Yes
	BSTNMAHA	Yes	No	No	Yes
	BURLMABE	No	Yes	No	No
	CMBRMABE	Yes	No	No	No
	CMBRMAWA	Yes	No	Yes	Yes
	DNVSMABI	Yes	No	No	No

# Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
	FRMNMAUN	Yes	No	No	No
	HLYKMAMA	No	Yes	No	No
	LWLLMAAP	Yes	No	No	No
	LWRNMACA	Yes	No	No	No
	LXTNMAWA	Yes	No	No	No
	MLDNMAEL	No	Yes	No	No
	MRBOMAMA	Yes	No	Yes	Yes
	NATNMAMA	No	Yes	No	No
	NWTNMAWA	Yes	No	No	No
	QNCYMAHA	Yes	No	No	No
	SALMMANO	Yes	No	No	No
	SOVLMACE	Yes	No	No	No
	SPFDMAWO	Yes	No	No	Yes
	WLHMMASP	Yes	No	No	No
	WLHMMawe	Yes	No	No	No
WRCSMACE	Yes	No	No	Yes	
MD	BLTMMDCH	Yes	No	Yes	Yes
	BLTMMDWL	Yes	No	No	No
	BTHSMDRP	Yes	No	No	No
	BTHSMDWW	No	Yes	No	No
	CHCHMDBE	Yes	No	No	Yes
	CLMAMDCB	No	Yes	No	No
	CLPKMDBW	No	Yes	No	No
	FPATMDFR	No	Yes	No	No
	FRDRMDFR	Yes	No	No	No
	GMTWMDGN	No	Yes	No	No
	GTBGMDGB	Yes	No	No	No
	HGTWMDHG	No	Yes	No	No
	LARLMDLR	No	Yes	No	No
	RKVLMDMR	Yes	No	No	No
	RKVLMDRV	Yes	No	No	No
	SLBRMDSB	Yes	No	No	No
	SLSPMDSS	Yes	No	No	Yes
TWSNMDTW	No	Yes	No	No	
WHTNMDWT	No	Yes	No	No	
ME	AGSTMEST	No	Yes	No	No
	BNGRMEPA	No	Yes	No	No
	LSTNMEAS	No	Yes	No	No
	PTLDMFO	Yes	No	No	Yes
NC	DRHMNCXE	Yes	No	No	No
	DRHMNCXM	Yes	No	No	No
NH	DOVRNHHTH	No	Yes	No	No
	KEENNHWA	Yes	No	No	No
	MNCHNHCO	Yes	No	No	Yes
	NASHNHWP	Yes	No	No	No
	PTMONHIS	Yes	No	No	No
NJ	ATCYNJAC	No	Yes	No	No
	CMDNNJCE	Yes	No	No	No



# Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
	EDSNNJED	No	Yes	No	No
	ELZBNJEL	Yes	No	No	No
	ENWDNJEN	No	Yes	No	No
	EORNNJEO	No	Yes	No	No
	FRFDNJFA	No	Yes	No	No
	HCKNNJHK	Yes	No	No	Yes
	HOLMNJHO	No	Yes	No	No
	JRCYNJBR	Yes	No	No	Yes
	JRCYNJJO	Yes	No	No	Yes
	LRSPNJLS	No	Yes	No	No
	LVTNNJLI	No	Yes	No	No
	MRTWNJMR	Yes	No	No	Yes
	MSTWNJMO	No	Yes	No	No
	NBRGNJNB	No	Yes	No	No
	NBWKNJNB	Yes	No	No	Yes
	NWPVNJMH	No	Yes	No	No
	NWRKNJ02	Yes	No	Yes	Yes
	NWRKNJIR	Yes	No	No	No
	PLFDNJPF	No	Yes	No	No
	PNNKNJPN	No	Yes	No	No
	PSSCNJPS	Yes	No	No	No
	PSVLNJPL	No	Yes	No	No
	PSWYNJPI	No	Yes	No	No
	PTSNNJAR	No	Yes	No	No
	RCPKNJ02	Yes	No	No	No
	RDBKNJRB	No	Yes	No	No
	RTFRNJRU	Yes	No	No	No
	SOVLNJSM	No	Yes	No	No
	TMRVNJTR	No	Yes	No	No
	TRENNJTE	Yes	No	No	No
	UNCYNJ02	Yes	No	No	Yes
	WDBRNJWD	No	Yes	No	No
	WHIPNJWH	Yes	No	No	No
NY	ALBYNYSS	Yes	No	No	No
	AMHRNYMP	Yes	No	No	No
	BFLONYEL	Yes	No	No	No
	BFLONYFR	Yes	No	No	Yes
	BFLONYHE	Yes	No	No	No
	BFLONYMA	No	Yes	No	No
	BRWDNYBW	Yes	No	No	No
	FLPKNYFP	No	Yes	No	No
	FRDLNYFM	No	Yes	No	No
	GRCYNYGC	Yes	No	Yes	Yes
	HCVLNYHV	No	Yes	No	No
	LYBRNYLB	Yes	No	No	No
	MINLNYMI	Yes	No	No	Yes
	NYCKNY77	No	Yes	No	No
	NYCKNYBR	Yes	No	Yes	Yes

# Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
	NYCKNYWM	Yes	No	No	No
	NYCMNY13	Yes	No	Yes	Yes
	NYCMNY18	Yes	No	Yes	Yes
	NYCMNY30	Yes	No	Yes	Yes
	NYCMNY36	Yes	No	Yes	Yes
	NYCMNY37	Yes	No	Yes	Yes
	NYCMNY42	Yes	No	Yes	Yes
	NYCMNY50	Yes	No	Yes	Yes
	NYCMNY56	Yes	No	Yes	Yes
	NYCMNY73	Yes	No	No	No
	NYCMNY79	Yes	No	No	Yes
	NYCMNY97	Yes	No	No	No
	NYCMNYBS	Yes	No	Yes	Yes
	NYCMNYVS	Yes	No	No	Yes
	NYCMNYWS	Yes	No	Yes	Yes
	NYCQNYFL	No	Yes	No	No
	NYCQNYJA	No	Yes	No	No
	NYCQNYLI	Yes	No	No	No
	NYCQNYNW	Yes	No	No	No
	NYCRNYNS	No	Yes	No	No
	NYCXNYTR	No	Yes	No	No
	SCHNNYSC	No	Yes	No	No
	SYRCNYSU	Yes	No	No	Yes
	WHPLNYWP	Yes	No	No	Yes
	WSNCNYUN	No	Yes	No	No
	WSVLNYNC	Yes	No	No	No
OR	BVTNORXB	Yes	No	No	No
	SMRWORXA	No	Yes	No	No
	TGRDORXA	Yes	No	No	No
PA	ALTWPAAL	Yes	No	No	No
	AMBLPAAM	Yes	No	No	No
	ARMRPAAR	Yes	No	No	No
	BCYNPABC	Yes	No	No	No
	BHLHPABE	Yes	No	No	No
	BLLVPABE	No	Yes	No	No
	BRYMPABM	No	Yes	No	No
	CARNPACA	Yes	No	No	No
	CNSHPACN	Yes	No	No	No
	CPHLPACH	Yes	No	No	No
	CRAFPACR	Yes	No	No	No
	CRPLPACO	Yes	No	No	No
	DRMTPADO	Yes	No	No	No
	GLNSPAGL	No	Yes	No	No
	GNBGPAGR	No	Yes	No	No
	HRBGPAHA	Yes	No	No	No
	HTBOPAHB	Yes	No	No	No
	JENKPAJK	No	Yes	No	No
	KGPRPAKP	Yes	No	No	No

# Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
	LNCSPALA	Yes	No	No	No
	MBRGPAME	No	Yes	No	No
	MOVLPAMO	Yes	No	No	No
	NRTWPANR	Yes	No	No	No
	OKMTPAOA	Yes	No	No	No
	PAOLPAPA	Yes	No	No	No
	PEHLPAPH	Yes	No	No	No
	PHLAPAEV	Yes	No	No	Yes
	PHLAPAGE	No	Yes	No	No
	PHLAPAJE	No	Yes	No	No
	PHLAPALO	Yes	No	Yes	Yes
	PHLAPAMK	Yes	No	Yes	Yes
	PHLAPAPE	Yes	No	No	No
	PHLAPAPI	Yes	No	No	No
	PHLAPATR	Yes	No	No	No
	PHLAPAWV	No	Yes	No	No
	PITBPAAL	Yes	No	No	No
	PITBPACA	No	Yes	No	No
	PITBPADT	Yes	No	Yes	Yes
	PITBPAEL	No	Yes	No	No
	PITBPANS	Yes	No	No	No
	PITBPAOK	Yes	No	No	No
	PYVLPAPE	Yes	No	No	No
	RBTTPART	Yes	No	No	No
	RDNGPARE	No	Yes	No	No
	SCTNPASC	Yes	No	No	No
	SHSAPASH	Yes	No	No	No
	STCGPAES	Yes	No	No	No
	SWKYPASE	No	Yes	No	No
	TRCKPATC	Yes	No	No	No
	TRPRPATR	No	Yes	No	No
	WAYNPAWY	Yes	No	No	No
	WCHSPAWC	No	Yes	No	No
	WKBGPAWK	Yes	No	No	No
	WLBRPAWB	No	Yes	No	No
	WLPTPAWI	No	Yes	No	No
	YORKPAXM	No	Yes	No	No
RI	ASTNRIAN	No	Yes	No	No
	CNTNRIPH	No	Yes	No	No
	NPRVRIMS	No	Yes	No	No
	PRVDRIBR	Yes	No	No	No
	PRVDRIWA	Yes	No	No	Yes
	WNSCRICL	Yes	No	No	No
	WRWKRIWS	Yes	No	No	No
TX	CLSTTXXA	No	Yes	No	No
	DNTNTXXA	No	Yes	No	No
	IRNGTXXA	Yes	No	No	No
	IRNGTXXC	Yes	No	No	No

## Verizon's Wire Centers Qualifying for Relief from Unbundled Services

Operated State	Wire Center	Wire Center Qualified - Yes or No			
		Tier 1	Tier 2	DS1 Loop	DS3 Loop
	IRNGTXXD	No	Yes	No	No
	IRNGTXXG	Yes	No	No	No
	PLANTXXA	Yes	No	No	No
	PLANTXXB	No	Yes	No	No
	PLANTXXD	No	Yes	No	No
VA	ALXNVAAX	No	Yes	No	No
	ALXNVABA	Yes	No	No	No
	ARTNVAAR	Yes	No	No	Yes
	ARTNVACK	No	Yes	No	No
	ARTNVACY	No	Yes	No	No
	ARTNVAFC	No	Yes	No	No
	CNVIVACT	Yes	No	No	No
	FLCHVAMF	No	Yes	No	No
	FRFXVAFF	Yes	No	No	Yes
	HRNDVAHE	Yes	No	Yes	Yes
	MCLNVALV	Yes	No	Yes	Yes
	MNSSVAXA	No	Yes	No	No
	NRFLVABS	Yes	No	No	No
	PNTGVADF	No	Yes	No	No
	RCMDVAGR	Yes	No	No	No
	RCMDVAPE	Yes	No	No	No
	RCMDVAPS	No	Yes	No	No
	RCMDVASR	Yes	No	No	No
	RONKVALK	No	Yes	No	No
	VINNVAVN	Yes	No	No	No
	VRBHVACC	Yes	No	No	No
VT	BURLVTMA	No	Yes	No	No
WA	BOTHWAXB	No	Yes	No	No
	RDMDWAXA	Yes	No	No	No
WV	CHTNWVLE	Yes	No	No	No
Total Qualified Wire Centers		168	102	26	52

Interconnection Services Policy & Planning  
Wholesale Markets



Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
P.O. Box 152092  
Irving, TX 75038

wmnotices@verizon.com

March 1, 2005

«Contact\_Name»  
«Contact\_Title»  
«Contact\_Company»  
«Legal\_Name» «Other\_Name»  
«Contact\_Address\_Line\_1» «Contact\_Address\_Line\_2»  
«Contact\_City», «Contact\_State» «Contact\_ZIP»

Subject: **PUBLICATION OF VERIZON WIRE CENTER INFORMATION**

This letter relates to the interconnection agreement between [VZ] and [CLEC] [Other Name] for the [State].

In connection with its implementation of the FCC's Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), Verizon has filed with the FCC a list of Verizon's Tier 1 and Tier 2 Wire Centers.<sup>1</sup> These Wire Center classifications are required by the *TRO Remand Order* to identify the interoffice routes on which the FCC has determined that CLECs are not impaired without access to Dedicated DS1 Transport, Dedicated DS3 Transport, and Dark Fiber Transport.<sup>2</sup> In addition, Verizon has published in the same filing a list of those Wire Centers that satisfy the FCC's non-impairment findings for DS1 and DS3 Loops.<sup>3</sup>

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.

<sup>2</sup> As explained with more specificity in Verizon's industry notice of February 10, 2005: (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon Wire Centers that are both Tier 1 Wire Centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon Wire Centers that are both Tier 2 Wire Centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); and (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon Wire Centers that are both Tier 2 Wire Centers.

<sup>3</sup> As explained with more specificity in Verizon's industry notice of February 10, 2005: (i) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

«Contract\_Number»

**PUBLICATION OF VERIZON WIRE CENTER INFORMATION**

March 1, 2005

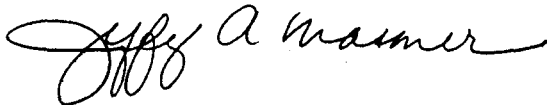
Page 2

The *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned unbundled network elements. You are hereby placed on notice of the Wire Center classifications referenced above, which classifications are necessarily part of any reasonably diligent inquiry you undertake, and therefore you are deemed to have actual or constructive knowledge that, to the extent the network elements requested in any order submitted to Verizon fall within the Wire Center classifications described in footnotes 2 and 3 below, such network elements are no longer subject to mandatory unbundling under Section 251 of the Act on and after March 11, 2005.

Accordingly, should you attempt to submit an order for any of the aforementioned network elements notwithstanding your actual or constructive knowledge that Verizon is no longer required to provide such facilities on an unbundled basis, and in the absence of compelling evidence to the contrary, Verizon will treat each such order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreements, and will pursue any and all remedies available to it.

The Verizon Wire Centers Exempt from UNE Hi-Cap Loop and Dedicated Transport Ordering are available for your inspection on the Ordering Local Service page of Verizon's Wholesale Web-site at: <http://www22.verizon.com/wholesale/local/order/1,19410,,00.htm> This listing reflects the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes.... [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, at para. 105. If you nevertheless have questions about Verizon's wire center lists, please submit your request to [contract.management@verizon.com](mailto:contract.management@verizon.com). Verizon is prepared to provide to you under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. If you have actual, verifiable data that you believe demonstrate that any Wire Center identified on the lists filed by Verizon should not be included on those lists, you are requested to provide such data to your Verizon account manager before March 11, 2005.

Sincerely,



Jeffrey A. Masoner

Vice President – Interconnection Services Policy & Planning

Interconnection Services Policy &amp; Planning



Partner Solutions  
Marketing & Sales  
600 Hidden Ridge  
HQEWMNOTICES  
P.O. Box 152092  
Irving, TX 75038

wmnotices@verizon.com

February 3, 2006

## RE: NOTICE REGARDING CHANGES TO WIRE CENTER CLASSIFICATIONS

In accordance with voluntary commitments made by Verizon Communications Inc. ("Verizon") in connection with the FCC-approved Verizon/MCI Merger,<sup>1</sup> within thirty days of the Merger Closing Date, Verizon agreed to issue an update to its initial wire center list (*i.e.*, the list effective 3/11/05) that, in applying the criteria established by the FCC in the *TRO Remand Order*,<sup>2</sup> excludes fiber-based collocation arrangements established by MCI or its affiliates from *all* of Verizon's wire centers. The Verizon/MCI Merger closed on January 6, 2006, and Verizon made its compliance filing in fulfillment of this commitment on February 3, 2006.

As a result of Verizon's exclusion of the MCI-affiliated fiber-based collocation arrangements, thirty-three wire centers that were included in Verizon's February 18, 2005 list, as amended, have either decreased in status (*i.e.*, from Tier 1 to Tier 2) or have been removed from the list altogether.<sup>3</sup> Specifically, 14 wire centers have shifted from Tier 1 to Tier 2 status; 16 wire centers have shifted from Tier 2 to Tier 3 status and, therefore, have been removed from the list. One wire center has been removed from the list providing DS1 loop UNE relief, and 3 have been removed from the list providing DS3 loop UNE relief.

However, two of these thirty-three wire centers – BRYMPABM in Pennsylvania and NWTNMAWA in Massachusetts – have been re-qualified for Tier 2 transport status, because, pursuant to the Commission's implementation rules allowing updates to the exclusion list, they qualify, even excluding MCI, based on more recent access line and collocation data. *See Unbundled Access to Network*

<sup>1</sup> See Letter from Susanne A. Guyer, Verizon, to Jeffrey J. Carlisle, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Feb. 18, 2005); Letter from Edwin J. Shimizu, Verizon, to Marlene H. Dortch, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Mar. 4, 2005); Letter from Edwin J. Shimizu, Verizon, to Michelle Carey, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Apr. 15, 2005).

<sup>2</sup> Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*").

<sup>3</sup> One of these thirty-three wire centers has decreased in status both for DS1 loop and DS3 loop UNE relief.

*Elements, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, Order on Remand, 20 FCC Rcd 2533, ¶ 142, n. 399 (2005) and 47 CFR § 51.319(e)(3). Thus, there will be no change to the status of those wire centers as a result of the FCC compliance filing.<sup>4</sup> Effective immediately,<sup>5</sup> the revised wire center list attached as Exhibit A, replaces Verizon's initial wire center list that took effect on March 11, 2005.<sup>6</sup>

Sincerely,



Jeffrey A. Masoner  
Vice President – Interconnection Services Policy & Planning

---

<sup>4</sup> On February 2, 2006, Verizon sent additional notice to CLECs in Massachusetts and Pennsylvania advising them that there would be no changes to the classification of the BRYMPABM and NWTNMAWA wire centers following Verizon's FCC compliance filing.

<sup>5</sup> In those states such as New York or Rhode Island, which require that changes to wire center classifications be implemented pursuant to a state tariff, the changes reflected in Exhibit A will take effect upon the effective date of revised tariff language reflecting those changes. Verizon has already filed appropriate tariff revisions to reflect these changes in New York and Rhode Island.

<sup>6</sup> As detailed in the Verizon November 17, 2005 Notice of Updates to Verizon Wire Center Classifications and the January 26, 2006 Industry Letter reminder, Verizon has identified additional wire centers, based on updated data, that meet the FCC's non-impairment criteria. Such updates will take effect on February 15, 2006.



**Verizon's Wire Centers Exempt from UNE Hi-Cap Loop and Dedicated Transport Ordering**

**Effective March 11, 2005**

Last updated 02/03/06 to reflect status as of 3/11/05

Pursuant to a notice regarding the status of certain Verizon wire center classifications in Massachusetts and Pennsylvania following the Verizon/MCI merger, submitted to CLECS on 2/2/06 via an Industry Letter, two Wire Centers, BRYMPABM in PA and NWTNMAWA in MA, that were removed from the filing made at the FCC in compliance with Verizon's merger commitments, have been reinstated on this list since those wire centers qualify for Tier 2 status based on updated information.

**Transport (Unbundled Dedicated Transport + Unbundled Dedicated Transport portion of a Loop-Transport combination)**

DS1 Unbundled Transport will not be offered between Wire Center CLLIs marked "Yes" in the Tier 1 column.

DS3 Unbundled Transport and Dark Fiber will not be offered between Wire Center CLLIs marked "Yes" in either the Tier 1 or Tier 2 columns.

**Loop (Unbundled Loop + Unbundled Loop portion of a Loop-Transport combination)**

DS1 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS1 Loop column.

DS3 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS3 Loop column.

Wire Center Qualified w/o MCI - Yes or No - 02/03/06						
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop	
CA	BLPKCAXF	No	Yes	No	No	
	CCMNCAXF	No	Yes	No	No	
	LNBHCAXF	Yes	No	No	No	
	LNBHCAXS	No	Yes	No	No	
	SNBBCAXF	No	Yes	No	No	
	SNMNCAXG	No	Yes	No	No	
	SNMNCAXP	No	Yes	No	No	
	THOKCAXF	No	Yes	No	No	
	WLANCAXF	No	Yes	No	No	
	WLANCAXH	No	Yes	No	No	
	WMNSCAXF	Yes	No	No	No	
	CT	GNWCCTGN	Yes	No	No	No
	DC	WASHDCDN	Yes	No	Yes	Yes
WASHDCDP		Yes	No	No	No	
WASHDCMO		Yes	No	Yes	Yes	
WASHDCMT		Yes	No	Yes	Yes	
WASHDCSW		Yes	No	Yes	Yes	
WASHDCWL		No	Yes	No	No	
DE	DOVRDEDV	No	Yes	No	No	
	NWRKDENB	Yes	No	No	No	
	WLMGDEWL	Yes	No	No	No	
FL	BHPKFLXA	Yes	No	No	No	
	CLWRFLXA	Yes	No	No	No	
	CNSDFLXA	No	Yes	No	No	
	PNLSFLXA	No	Yes	No	No	
	SPBGFLXA	Yes	No	No	No	
	SRSTFLXA	No	Yes	No	No	
	SWTHFLXA	Yes	No	No	No	
	TAMPFLXA	Yes	No	No	No	

**Wire Center Qualified w/o MCI - Yes or No - 02/03/06**

<b>Operated State</b>	<b>Wire Center</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>DS1 Loop</b>	<b>DS3 Loop</b>
	TAMPFLXE	Yes	No	No	No
	TAMPFLXX	Yes	No	No	No
	WSSDFLXA	Yes	No	No	No
	YBCTFLXA	No	Yes	No	No
HI	HNLLHIMN	Yes	No	No	No
IN	FTWYINXA	No	Yes	No	No
MA	BKLIMAMA	No	Yes	No	No
	BRNTMAWA	No	Yes	No	No
	BRTNMACR	Yes	No	No	No
	BSTNMABE	Yes	No	Yes	Yes
	BSTNMABO	Yes	No	No	Yes
	BSTNMAFR	Yes	No	No	No
	BSTNMAHA	Yes	No	No	Yes
	BURLMABE	No	Yes	No	No
	CMBRMABE	Yes	No	No	No
	CMBRMAWA	Yes	No	Yes	Yes
	DNVSMahi	Yes	No	No	No
	FRMNMAUN	Yes	No	No	No
	HLYKMAMA	No	Yes	No	No
	LWLLMAAP	Yes	No	No	No
	LWRNMACA	Yes	No	No	No
	LXTNMAWA	No	Yes	No	No
	MLDNMAEL	No	Yes	No	No
	MRBOMAMA	Yes	No	No	No
	NATNMAMA	No	Yes	No	No
	NWTNMAWA	No	Yes	No	No
	QNCYMAHA	Yes	No	No	No
	SALMMANO	Yes	No	No	No
	SOVLMACE	Yes	No	No	No
	SPFDMAWO	Yes	No	No	Yes
	WLHMMASP	Yes	No	No	No
	WLHMMawe	Yes	No	No	No
	WRCSMACE	Yes	No	No	Yes
MD	BLTMMDCH	Yes	No	Yes	Yes
	BLTMMDWL	Yes	No	No	No
	BTHSMDRP	Yes	No	No	No
	CHCHMDBE	Yes	No	No	Yes
	CLMAMDCB	No	Yes	No	No
	FPATMDFR	No	Yes	No	No
	FRDRMDFR	Yes	No	No	No
	GMTWMDGN	No	Yes	No	No
	GTBGMDGB	Yes	No	No	No
	HGTWMDHG	No	Yes	No	No
	LARLMDLR	No	Yes	No	No
	RKVLMDMR	Yes	No	No	No
	RKVLMDRV	Yes	No	No	No
	SLBRMDSB	Yes	No	No	No
	SLSPMDSS	Yes	No	No	Yes
	TWSNMDTW	No	Yes	No	No

**Wire Center Qualified w/o MCI - Yes or No - 02/03/06**

<b>Operated State</b>	<b>Wire Center</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>DS1 Loop</b>	<b>DS3 Loop</b>
	WHTNMDWT	No	Yes	No	No
ME	BNGRMEPA	No	Yes	No	No
	LSTNMEAS	No	Yes	No	No
	PTLDMEFO	Yes	No	No	Yes
NC	DRHMNCXE	Yes	No	No	No
	DRHMNCXM	Yes	No	No	No
NH	DOVRNHHTH	No	Yes	No	No
	KEENNHWA	Yes	No	No	No
	MNCHNHCO	Yes	No	No	Yes
	NASHNHWP	Yes	No	No	No
	PTMONHIS	Yes	No	No	No
NJ	ATCYNJAC	No	Yes	No	No
	CMDNNJCE	Yes	No	No	No
	ELZBNJEL	Yes	No	No	No
	ENWDNJEN	No	Yes	No	No
	EORNNJEO	No	Yes	No	No
	FRFDNJFA	No	Yes	No	No
	HCKNNJHK	Yes	No	No	Yes
	HOLMNJHO	No	Yes	No	No
	JRCYNJBR	Yes	No	No	No
	JRCYNJJO	Yes	No	No	Yes
	MRTWNJMR	Yes	No	No	Yes
	MSTWNJMO	No	Yes	No	No
	NBRGNJNB	No	Yes	No	No
	NBWKNJNB	Yes	No	No	Yes
	NWPVNMJMH	No	Yes	No	No
	NWRKNJ02	Yes	No	Yes	Yes
	NWRKNJIR	No	Yes	No	No
	PLFDNJPF	No	Yes	No	No
	PNNKNJPN	No	Yes	No	No
	PSSCNJPS	Yes	No	No	No
	PSVLNJPL	No	Yes	No	No
	PSWYNJPI	No	Yes	No	No
	PTSNNJAR	No	Yes	No	No
	RCPKNJ02	Yes	No	No	No
	RDBKNJRB	No	Yes	No	No
	RTFRNJRU	Yes	No	No	No
	SOVLNJSM	No	Yes	No	No
	TMRVNJTR	No	Yes	No	No
	TRENNJTE	Yes	No	No	No
	UNCYNJ02	Yes	No	No	Yes
	WHIPNJWH	No	Yes	No	No
NY	ALBYNYSS	Yes	No	No	No
	AMHRNYMP	Yes	No	No	No
	BFLONYEL	No	Yes	No	No
	BFLONYFR	Yes	No	No	Yes
	BFLONYHE	Yes	No	No	No
	BFLONYMA	No	Yes	No	No
	BRWDNYBW	Yes	No	No	Yes

**Wire Center Qualified w/o MCI - Yes or No - 02/03/06**

<b>Operated State</b>	<b>Wire Center</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>DS1 Loop</b>	<b>DS3 Loop</b>
	FLPKNYFP	No	Yes	No	No
	FRDLNYFM	No	Yes	No	No
	GRCYNYGC	Yes	No	Yes	Yes
	HCVLNYHV	No	Yes	No	No
	LYBRNYLB	Yes	No	No	No
	MINLNYMI	Yes	No	No	Yes
	NYCKNY77	No	Yes	No	No
	NYCKNYBR	Yes	No	Yes	Yes
	NYCKNYWM	Yes	No	No	No
	NYCMNY13	Yes	No	Yes	Yes
	NYCMNY18	Yes	No	Yes	Yes
	NYCMNY30	Yes	No	Yes	Yes
	NYCMNY36	Yes	No	Yes	Yes
	NYCMNY37	Yes	No	Yes	Yes
	NYCMNY42	Yes	No	Yes	Yes
	NYCMNY50	Yes	No	Yes	Yes
	NYCMNY56	Yes	No	Yes	Yes
	NYCMNY73	Yes	No	No	No
	NYCMNY79	Yes	No	No	Yes
	NYCMNY97	Yes	No	No	No
	NYCMNYBS	Yes	No	Yes	Yes
	NYCMNYVS	Yes	No	No	Yes
	NYCMNYWS	Yes	No	Yes	Yes
	NYCQNYFL	No	Yes	No	No
	NYCQNYJA	Yes	No	No	No
	NYCQNYLI	Yes	No	No	No
	NYCQNYNW	No	Yes	No	No
	NYCRNYNS	No	Yes	No	No
	NYCXNYTR	No	Yes	No	No
	SCHNNYSC	No	Yes	No	No
	SYRCNYSU	Yes	No	No	Yes
	WHPLNYWP	Yes	No	No	Yes
	WSNCNYUN	No	Yes	No	No
	WSVLNYNC	Yes	No	No	No
OR	BVTNORXB	Yes	No	No	No
	SMRWORXA	No	Yes	No	No
	TGRDORXA	Yes	No	No	No
PA	ALTWPAAL	Yes	No	No	No
	AMBLPAAM	No	Yes	No	No
	ARMRPAAR	Yes	No	No	No
	BCYNPABC	Yes	No	No	No
	BHLHPABE	Yes	No	No	No
	BLLVPABE	No	Yes	No	No
	BRYMPABM	No	Yes	No	No
	CARNPACA	Yes	No	No	No
	CNSHPACN	Yes	No	No	No
	CPHLPACH	Yes	No	No	No
	CRAFPACR	Yes	No	No	No
	CRPLPACO	Yes	No	No	No

**Wire Center Qualified w/o MCI - Yes or No - 02/03/06**

<b>Operated State</b>	<b>Wire Center</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>DS1 Loop</b>	<b>DS3 Loop</b>
	DRMTPADO	Yes	No	No	No
	GLNSPAGL	No	Yes	No	No
	GNBGPAGR	No	Yes	No	No
	HRBGPAHA	Yes	No	No	No
	HTBOPAHB	Yes	No	No	No
	KGPRPAKP	Yes	No	No	No
	LNCSPALA	Yes	No	No	No
	MBRGPAME	No	Yes	No	No
	MOVLPAMO	Yes	No	No	No
	NRTWPANR	Yes	No	No	No
	OKMTPAOA	No	Yes	No	No
	PAOLPAPA	Yes	No	No	No
	PEHLPAPH	No	Yes	No	No
	PHLAPAEV	Yes	No	No	Yes
	PHLAPALO	Yes	No	Yes	Yes
	PHLAPAMK	Yes	No	Yes	Yes
	PHLAPAPE	Yes	No	No	No
	PHLAPAPI	No	Yes	No	No
	PHLAPATR	Yes	No	No	No
	PITBPAAL	Yes	No	No	No
	PITBPACA	No	Yes	No	No
	PITBPADT	Yes	No	Yes	Yes
	PITBPAEL	No	Yes	No	No
	PITBPANS	Yes	No	No	No
	PITBPAOK	Yes	No	No	No
	PYVLPAPE	Yes	No	No	No
	RBTTPART	Yes	No	No	No
	RDNGPARE	No	Yes	No	No
	SCTNPASC	Yes	No	No	No
	SHSAPASH	Yes	No	No	No
	STCGPAES	Yes	No	No	No
	SWKYPASE	No	Yes	No	No
	TRCKPATC	Yes	No	No	No
	WAYNPAWY	Yes	No	No	No
	WCHSPAWC	No	Yes	No	No
	WKBGPAWK	Yes	No	No	No
	WLBPAWB	No	Yes	No	No
	WLPTPAWI	No	Yes	No	No
RI	CNTNRIPH	No	Yes	No	No
	PRVDRIBR	Yes	No	No	No
	PRVDRIWA	Yes	No	No	Yes
	WNSCRICL	Yes	No	No	No
	WRWKRIWS	Yes	No	No	No
TX	CLSTTXXA	No	Yes	No	No
	DNTNTXXA	No	Yes	No	No
	IRNGTXXA	Yes	No	No	No
	IRNGTXXC	No	Yes	No	No
	IRNGTXXD	No	Yes	No	No
	IRNGTXXG	Yes	No	No	No

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
	PLANTXXA	Yes	No	No	No
	PLANTXXB	No	Yes	No	No
	PLANTXXD	No	Yes	No	No
VA	ALXNVAA	No	Yes	No	No
	ALXNVABA	Yes	No	No	No
	ARTNVAA	Yes	No	No	Yes
	ARTNVACY	No	Yes	No	No
	CNVVACT	Yes	No	No	No
	FLCHVAMF	No	Yes	No	No
	FRFXVAF	Yes	No	No	Yes
	HRNDVAHE	Yes	No	Yes	Yes
	MCLNVALLV	Yes	No	Yes	Yes
	MNSVAXA	No	Yes	No	No
	NRFLVABS	Yes	No	No	No
	PNTGVADF	No	Yes	No	No
	RCMDVAGR	Yes	No	No	No
	RCMDVAF	No	Yes	No	No
	RCMDVASR	No	Yes	No	No
	RONKVALK	No	Yes	No	No
	VINNVAVN	Yes	No	No	No
	VRBHVACC	Yes	No	No	No
VT	BURLVTMA	No	Yes	No	No
WA	BOTHWAXB	No	Yes	No	No
	RDMWAXA	Yes	No	No	No
WV	CHTNWVLE	Yes	No	No	No
Total Qualified WCs		152	98	25	49

Interconnection Services Policy & Planning



**Partner Solutions  
Marketing & Sales**  
600 Hidden Ridge  
HQEWMNOTICES  
P.O. Box 152092  
Irving, TX 75038

wmnotices@verizon.com

February 22, 2006

**RE: CLARIFICATION REGARDING FEBRUARY 3, 2006 NOTICE REGARDING CHANGES TO WIRE CENTER CLASSIFICATIONS**

In accordance with voluntary commitments made by Verizon Communications Inc. ("Verizon") in connection with the FCC's approval of the Verizon/MCI Merger,<sup>1</sup> within thirty days after the Merger Closing Date, Verizon agreed to issue an update to its initial non-impaired wire center list (*i.e.*, the list that took effect on 3/11/05) that, in applying the criteria established by the FCC in the *TRO Remand Order*,<sup>2</sup> would exclude from consideration fiber-based collocation arrangements established by MCI or its affiliates in any of Verizon's wire centers. The Verizon/MCI Merger closed on January 6, 2006, and Verizon made its compliance filing of a revised wire center list in fulfillment of this commitment on February 3, 2006.

On February 3, 2006, Verizon sent notices of these changes to the wire center list directly to CLECs, posted this information on its Wholesale website, and advised CLECs that effective on that date,<sup>3</sup> the revised wire center list attached as Exhibit A to that notice replaced Verizon's initial wire center list that had taken effect on March 11, 2005.<sup>4</sup> See Industry Notice Regarding Changes to Wire Center Classifications (February 3, 2006).

<sup>1</sup> See Letter from Susanne A. Guyer, Verizon, to Jeffrey J. Carlisle, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Feb. 18, 2005); Letter from Edwin J. Shimizu, Verizon, to Marlene H. Dortch, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Mar. 4, 2005); Letter from Edwin J. Shimizu, Verizon, to Michelle Carey, FCC, WC Docket No. 04-313 and CC Docket No. 01-338 (filed Apr. 15, 2005).

<sup>2</sup> Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 released on February 4, 2005 (the "*TRO Remand Order*").

<sup>3</sup> In those states such as New York and Rhode Island, which require that changes to wire center classifications be implemented pursuant to a state tariff, the changes reflected in Exhibit A will take effect upon the effective date of tariff revisions reflecting those changes. Verizon has already filed tariff revisions to reflect these changes in New York and Rhode Island.

<sup>4</sup> As detailed in the Verizon November 17, 2005 Notice of Updates to Verizon Wire Center Classifications and the January 26, 2006 Industry Letter reminder, Verizon has identified additional wire centers, based on updated data, that meet the FCC's non-impairment criteria (the "November 17 Additional Wire Centers"). Such updates will take effect on February 15, 2006. Because, as described in the November 17, 2005 notice, the fiber-based collocator counts used to determine the November 17 Additional Wire Centers already reflected Verizon's affiliation with MCI, the February 3, 2006 revision did not affect the November 17 Additional Wire Centers.

It has come to Verizon's attention that some CLECs were confused about the effect of the changes Verizon announced on February 3, 2006 – in particular, whether those changes were “retroactive” to the March 11, 2005 effective date of Verizon's initial wire center list.<sup>5</sup> To eliminate any doubt, consistent with the above-described merger commitment, the changes in wire center classifications that took effect on February 3, 2006 were prospective only, and had no retroactive effect. Therefore, circuits that CLECs obtained prior to February 3, 2006 will continue to be subject to the wire center classifications detailed in Verizon's initial wire center list, published on March 2, 2005 (as amended April 15, 2005) for the time period covering March 11, 2005 through February 2, 2006.<sup>6</sup> See Industry Letter – Publication of Verizon Wire Center Information (March 2, 2005). Attached please find a corrected revised wire center list that supersedes the one distributed on February 3, 2006 to further clarify that the effective date of the revisions to the wire center classifications contained in that list are effective on and after February 3, 2006.

---

<sup>5</sup> This confusion arose in part from a header on the list of non-impaired wire centers attached to the February 3, 2006 Notice which read “Effective March 11, 2005 – Last updated 2/3/06 to reflect status as of 3/11/05.” The header has been corrected, and a corrected version of the February 3, 2006 revised wire center list is attached as Exhibit A. No other revisions have been made to the attached list.

<sup>6</sup> For example, if prior to February 3, 2006, a CLEC had an embedded base of dedicated DS3 transport circuits between wire centers that were initially classified as Tier 2 wire centers, but that as of February 3, 2006 are classified as Tier 3 wire centers, those circuits are subject to the 15% transition surcharge provided by the FCC in 47 C.F.R § 15.319(e)(2)(iii)(C) for the period covering March 11, 2005 through February 2, 2006, but not thereafter. In addition, if a CLEC obtained, for example, a dedicated DS3 transport circuit ordered pursuant to an interstate or intrastate access tariff after March 11, 2005 between two wire centers that were initially classified as Tier 2 wire centers, but that as of February 3, 2006 are classified as Tier 3 wire centers, that circuit would not be entitled to unbundled network element rates for any portion of the period covering March 11, 2005 through February 2, 2006. On and after February 3, 2006, any circuits that have changed status from “non-impaired” to “impaired” by reason of the February 3, 2006 wire center reclassifications may, at the carrier's written request and subject to the terms of any term or volume plans, contract tariff, or other tariffed arrangement, or conversion charges (including without limitation, termination liability, shortfall penalties, and other charges set forth in an access tariff or an interconnection agreement) applicable to those circuits, be converted to unbundled network elements. Circuits ordered with provisioning dates on or after February 3, 2006 in wire centers classified as “impaired” by reason of the February 3, 2006 wire center reclassifications may be ordered as unbundled network elements or as special access services at the carrier's option. Please note that any illustrative examples or other discussion set forth herein should not be interpreted to expand Verizon's obligations or CLECs' rights as to matters beyond the scope of this notice (e.g., any conversion of a dedicated transport circuit to UNE under the example set forth above would be subject to the cap on the number of UNE dedicated transport circuits that CLECs may obtain on a given route under the *TRO Remand Order*, any EEL circuits remain subject to certification requirements, etc.).



**Verizon's Wire Centers Exempt from UNE Hi-Cap Loop and Dedicated Transport Ordering**

Effective on and after 2/3/06, this list supersedes the list that was effective from 3/11/05 through 2/2/06

Pursuant to a notice regarding the status of certain Verizon wire center classifications in Massachusetts and Pennsylvania following the Verizon/MCI merger, submitted to CLECs on 2/2/06 via an Industry Letter, two Wire Centers, BRYMPABM in PA and NWTNMAWA in MA, that were removed from the filing made at the FCC in compliance with Verizon's merger commitments, have been reinstated on this list since those wire centers qualify for Tier 2 status based on updated information.

**Transport (Unbundled Dedicated Transport + Unbundled Dedicated Transport portion of a Loop-Transport combination)**

DS1 Unbundled Transport will not be offered between Wire Center CLLIs marked "Yes" in the Tier 1 column.  
 DS3 Unbundled Transport and Dark Fiber will not be offered between Wire Center CLLIs marked "Yes" in *either* the Tier 1 or Tier 2 columns.

**Loop (Unbundled Loop + Unbundled Loop portion of a Loop-Transport combination)**

DS1 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS1 Loop column.  
 DS3 Unbundled Loop Services will not be offered from Wire Centers marked "Yes" in the DS3 Loop column.

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
CA	BLPKCAXF	No	Yes	No	No
	CCMNCAXF	No	Yes	No	No
	LNBHCAXF	Yes	No	No	No
	LNBHCAXS	No	Yes	No	No
	SNBBCAXF	No	Yes	No	No
	SNMNCAXG	No	Yes	No	No
	SNMNCAXP	No	Yes	No	No
	THOKCAXF	No	Yes	No	No
	WLANCAXF	No	Yes	No	No
	WLANCAXH	No	Yes	No	No
	WMNSCAXF	Yes	No	No	No
	CT	GNWCCTGN	Yes	No	No
DC	WASHDCDN	Yes	No	Yes	Yes
	WASHDCDP	Yes	No	No	No
	WASHDCMO	Yes	No	Yes	Yes
	WASHDCMT	Yes	No	Yes	Yes
	WASHDCSW	Yes	No	Yes	Yes
	WASHDCWL	No	Yes	No	No
DE	DOVRDEDV	No	Yes	No	No
	NWRKDENB	Yes	No	No	No
	WLMGDEWL	Yes	No	No	No
FL	BHPKFLXA	Yes	No	No	No
	CLWRFLXA	Yes	No	No	No
	CNSDFLXA	No	Yes	No	No
	PNLSFLXA	No	Yes	No	No
	SPBGFLXA	Yes	No	No	No
	SRSTFLXA	No	Yes	No	No
	SWTHFLXA	Yes	No	No	No
	TAMPFLXA	Yes	No	No	No

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
	TAMPFLXE	Yes	No	No	No
	TAMPFLXX	Yes	No	No	No
	WSSDFLXA	Yes	No	No	No
	YBCTFLXA	No	Yes	No	No
HI	HNLLHIMN	Yes	No	No	No
IN	FTWYINXA	No	Yes	No	No
MA	BKLIMAMA	No	Yes	No	No
	BRNTMAWA	No	Yes	No	No
	BRTNMACR	Yes	No	No	No
	BSTNMABE	Yes	No	Yes	Yes
	BSTNMABO	Yes	No	No	Yes
	BSTNMAFR	Yes	No	No	No
	BSTNMAHA	Yes	No	No	Yes
	BURLMABE	No	Yes	No	No
	CMBRMABE	Yes	No	No	No
	CMBRMAWA	Yes	No	Yes	Yes
	DNVSMahi	Yes	No	No	No
	FRMNMAUN	Yes	No	No	No
	HLYKMAMA	No	Yes	No	No
	LWLLMAAP	Yes	No	No	No
	LWRNMACA	Yes	No	No	No
	LXTNMAWA	No	Yes	No	No
	MLDNMAEL	No	Yes	No	No
	MRBOMAMA	Yes	No	No	No
	NATNMAMA	No	Yes	No	No
	NWTNMAWA	No	Yes	No	No
	QNCYMAHA	Yes	No	No	No
	SALMMAHO	Yes	No	No	No
	SOVLMACE	Yes	No	No	No
	SPFDMAWO	Yes	No	No	Yes
	WLHMMASP	Yes	No	No	No
	WLHMMawe	Yes	No	No	No
	WRCSMACE	Yes	No	No	Yes
MD	BLTMDCH	Yes	No	Yes	Yes
	BLTMDWL	Yes	No	No	No
	BTHSMDRP	Yes	No	No	No
	CHCHMDBE	Yes	No	No	Yes
	CLMAMDCB	No	Yes	No	No
	FPATMDFR	No	Yes	No	No
	FRDRMDFR	Yes	No	No	No
	GMTWMDGN	No	Yes	No	No
	GTBGMDGB	Yes	No	No	No
	HGTWMDHG	No	Yes	No	No
	LARLMDLR	No	Yes	No	No
	RKVLMDMR	Yes	No	No	No
	RKVLMDRV	Yes	No	No	No

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
	SLBRMDSB	Yes	No	No	No
	SLSPMDSS	Yes	No	No	Yes
	TWSNMDTW	No	Yes	No	No
	WHTNMDWT	No	Yes	No	No
ME	BNGRMEPA	No	Yes	No	No
	LSTNMEAS	No	Yes	No	No
	PTLDMEFO	Yes	No	No	Yes
NC	DRHMNCXE	Yes	No	No	No
	DRHMNCXM	Yes	No	No	No
NH	DOVRNHTH	No	Yes	No	No
	KEENNHWA	Yes	No	No	No
	MNCHNHCO	Yes	No	No	Yes
	NASHNHWP	Yes	No	No	No
	PTMONHIS	Yes	No	No	No
NJ	ATCYNJAC	No	Yes	No	No
	CMDNNJCE	Yes	No	No	No
	ELZBNJEL	Yes	No	No	No
	ENWDNJEN	No	Yes	No	No
	EORNNJEO	No	Yes	No	No
	FRFDNJFA	No	Yes	No	No
	HCKNNJHK	Yes	No	No	Yes
	HOLMNJHO	No	Yes	No	No
	JRCYNJBR	Yes	No	No	No
	JRCYNJJO	Yes	No	No	Yes
	MRTWNJMR	Yes	No	No	Yes
	MSTWNJMO	No	Yes	No	No
	NBRGNJNB	No	Yes	No	No
	NBWKNJNB	Yes	No	No	Yes
	NWPVNJMH	No	Yes	No	No
	NWRKNJ02	Yes	No	Yes	Yes
	NWRKNJIR	No	Yes	No	No
	PLFDNJPF	No	Yes	No	No
	PNNKNJPN	No	Yes	No	No
	PSSCNJPS	Yes	No	No	No
	PSVLNJPL	No	Yes	No	No
	PSWYNJPI	No	Yes	No	No
	PTSNNJAR	No	Yes	No	No
	RCPKNJ02	Yes	No	No	No
	RDBKNJRB	No	Yes	No	No
	RTFRNJRU	Yes	No	No	No
	SOVLNJSM	No	Yes	No	No
	TMRVNJTR	No	Yes	No	No
	TRENNJTE	Yes	No	No	No
	UNCYNJ02	Yes	No	No	Yes
	WHIPNJWH	No	Yes	No	No
NY	ALBYNYSS	Yes	No	No	No

**Wire Center Qualified w/o MCI - Yes or No - 02/03/06**

<b>Operated State</b>	<b>Wire Center</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>DS1 Loop</b>	<b>DS3 Loop</b>
	AMHRNYMP	Yes	No	No	No
	BFLONYEL	No	Yes	No	No
	BFLONYFR	Yes	No	No	Yes
	BFLONYHE	Yes	No	No	No
	BFLONYMA	No	Yes	No	No
	BRWDNYBW	Yes	No	No	Yes
	FLPKNYFP	No	Yes	No	No
	FRDLNYFM	No	Yes	No	No
	GRCYNYGC	Yes	No	Yes	Yes
	HCVLNYHV	No	Yes	No	No
	LYBRNYLB	Yes	No	No	No
	MINLNYMI	Yes	No	No	Yes
	NYCKNY77	No	Yes	No	No
	NYCKNYBR	Yes	No	Yes	Yes
	NYCKNYWM	Yes	No	No	No
	NYCMNY13	Yes	No	Yes	Yes
	NYCMNY18	Yes	No	Yes	Yes
	NYCMNY30	Yes	No	Yes	Yes
	NYCMNY36	Yes	No	Yes	Yes
	NYCMNY37	Yes	No	Yes	Yes
	NYCMNY42	Yes	No	Yes	Yes
	NYCMNY50	Yes	No	Yes	Yes
	NYCMNY56	Yes	No	Yes	Yes
	NYCMNY73	Yes	No	No	No
	NYCMNY79	Yes	No	No	Yes
	NYCMNY97	Yes	No	No	No
	NYCMNYBS	Yes	No	Yes	Yes
	NYCMNYVS	Yes	No	No	Yes
	NYCMNYWS	Yes	No	Yes	Yes
	NYCQNYFL	No	Yes	No	No
	NYCQNYJA	Yes	No	No	No
	NYCQNYLI	Yes	No	No	No
	NYCQNYNW	No	Yes	No	No
	NYCRNYNS	No	Yes	No	No
	NYCXNYTR	No	Yes	No	No
	SCHNNYSC	No	Yes	No	No
	SYRCNYSU	Yes	No	No	Yes
	WHPLNYWP	Yes	No	No	Yes
	WSNCNYUN	No	Yes	No	No
	WSVLNYNC	Yes	No	No	No
OR	BVTNORXB	Yes	No	No	No
	SMRWORXA	No	Yes	No	No
	TGRDORXA	Yes	No	No	No
PA	ALTWPAAL	Yes	No	No	No
	AMBLPAAM	No	Yes	No	No
	ARMRPAAR	Yes	No	No	No

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
	BCYNPABC	Yes	No	No	No
	BHLHPABE	Yes	No	No	No
	BLLVPABE	No	Yes	No	No
	BRYMPABM	No	Yes	No	No
	CARNPACA	Yes	No	No	No
	CNSHPACN	Yes	No	No	No
	CPHLPACH	Yes	No	No	No
	CRAFPACR	Yes	No	No	No
	CRPLPACO	Yes	No	No	No
	DRMTPADO	Yes	No	No	No
	GLNSPAGL	No	Yes	No	No
	GNBGPAGR	No	Yes	No	No
	HRBGPAHA	Yes	No	No	No
	HTBOPAHB	Yes	No	No	No
	KGPRPAKP	Yes	No	No	No
	LNCSPALA	Yes	No	No	No
	MBRGPAME	No	Yes	No	No
	MOVLPAMO	Yes	No	No	No
	NRTWPANR	Yes	No	No	No
	OKMTPAOA	No	Yes	No	No
	PAOLPAPA	Yes	No	No	No
	PEHLPAPH	No	Yes	No	No
	PHLAPAEV	Yes	No	No	Yes
	PHLAPALO	Yes	No	Yes	Yes
	PHLAPAMK	Yes	No	Yes	Yes
	PHLAPAPE	Yes	No	No	No
	PHLAPAPI	No	Yes	No	No
	PHLAPATR	Yes	No	No	No
	PITBPAAL	Yes	No	No	No
	PITBPACA	No	Yes	No	No
	PITBPADT	Yes	No	Yes	Yes
	PITBPAEL	No	Yes	No	No
	PITBPANS	Yes	No	No	No
	PITBPAOK	Yes	No	No	No
	PYVLPAPE	Yes	No	No	No
	RBTTPART	Yes	No	No	No
	RDNGPARE	No	Yes	No	No
	SCTNPASC	Yes	No	No	No
	SHSAPASH	Yes	No	No	No
	STCGPAES	Yes	No	No	No
	SWKYPASE	No	Yes	No	No
	TRCKPATC	Yes	No	No	No
	WAYNPAWY	Yes	No	No	No
	WCHSPAWC	No	Yes	No	No
	WKBGPAWK	Yes	No	No	No
	WLBPAWB	No	Yes	No	No

Wire Center Qualified w/o MCI - Yes or No - 02/03/06					
Operated State	Wire Center	Tier 1	Tier 2	DS1 Loop	DS3 Loop
RI	WLPTPAWI	No	Yes	No	No
	CNTNRIPH	No	Yes	No	No
	PRVDRIBR	Yes	No	No	No
	PRVDRIWA	Yes	No	No	Yes
	WNSCRICL	Yes	No	No	No
TX	WRWKRIWS	Yes	No	No	No
	CLSTXXA	No	Yes	No	No
	DNTNTXXA	No	Yes	No	No
	IRNGTXXA	Yes	No	No	No
	IRNGTXXC	No	Yes	No	No
	IRNGTXXD	No	Yes	No	No
	IRNGTXXG	Yes	No	No	No
	PLANTXXA	Yes	No	No	No
	PLANTXXB	No	Yes	No	No
	PLANTXXD	No	Yes	No	No
	VA	ALXNVAAX	No	Yes	No
ALXNVABA		Yes	No	No	No
ARTNVAAR		Yes	No	No	Yes
ARTNVACY		No	Yes	No	No
CNVIVACT		Yes	No	No	No
FLCHVAMF		No	Yes	No	No
FRFXVAFF		Yes	No	No	Yes
HRNDVAHE		Yes	No	Yes	Yes
MCLNVALV		Yes	No	Yes	Yes
MNSSVAXA		No	Yes	No	No
NRFLVABS		Yes	No	No	No
PNTGVADF		No	Yes	No	No
RCMDVAGR		Yes	No	No	No
RCMDVAPE		No	Yes	No	No
RCMDVASR		No	Yes	No	No
RONKVALK		No	Yes	No	No
VINNVAVN		Yes	No	No	No
VRBHVACC	Yes	No	No	No	
VT	BURLVTMA	No	Yes	No	No
WA	BOTHWAXB	No	Yes	No	No
	RDMDWAXA	Yes	No	No	No
WV	CHTNWVLE	Yes	No	No	No
Total Qualified WCs		152	98	25	49

Service Type	Circuit ID	Wire Center 1	Wire Center 2	Provision Date	Notes
<b>REDACTED</b>					

Service Type	CircuitID	Wire Center 1	Wire Center 2	Date Service	Dispute Date	Notes
--------------	-----------	---------------	---------------	--------------	--------------	-------

REDACTED



REDACTED

**Keefe B. Clemons**  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

November 4, 2005

Gegi Leeger  
Director Regulatory Contracts  
XO Communications Services, Inc.  
11111 Sunset Hills Road  
Reston, VA 20190

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO Communications Services, Inc.") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO Communications Services, Inc. improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO Communications Services, Inc. is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO Communications Services, Inc. a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO Communications Services, Inc., the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO Communications Services, Inc. to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO Communications Services, Inc. of the network elements that are no longer available to XO Communications Services, Inc., XO Communications Services, Inc. submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO Communications Services, Inc. respond within five (5) business days to:**

- 1) **indicate that XO Communications Services, Inc. has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO Communications Services, Inc. refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO Communications Services, Inc. fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO Communications Services, Inc. shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO Communications Services, Inc. into compliance with its obligations. In addition, Verizon will backbill XO Communications Services, Inc. for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO Communications Services, Inc.'s violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE ORDERS

Carrier	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service	Reason Not Allowed
---------	------	--------------	------------	---------------	---------------	--------------	--------------------

Keefe B. Clemons  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

November 4, 2005

Karen M. Potkul  
VP Regulatory  
XO Communications Services, Inc.  
1601 Trapelo Road Suite 397  
Waltham, MA 02451

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO Communications Services, Inc.") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO Communications Services, Inc. improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO Communications Services, Inc. is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO Communications Services, Inc. a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO Communications Services, Inc., the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an

---

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO Communications Services, Inc. to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO Communications Services, Inc. of the network elements that are no longer available to XO Communications Services, Inc., XO Communications Services, Inc. submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO Communications Services, Inc. respond within five (5) business days to:**

- 1) **indicate that XO Communications Services, Inc. has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO Communications Services, Inc. refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

**Director-Contract Performance & Administration**  
**Verizon Wholesale Markets**  
**600 Hidden Ridge**  
**HQEWNOTICES**  
**Irving, TX 75038**  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO Communications Services, Inc. fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO Communications Services, Inc. shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO Communications Services, Inc. into compliance with its obligations. In addition, Verizon will backbill XO Communications Services, Inc. for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO Communications Services, Inc.'s violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE ORDERS

Carrier	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service	Reason Not Allowed
---------	------	--------------	------------	---------------	---------------	--------------	--------------------



REDACTED

**Keefe B. Clemons**  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

December 9, 2005

Gegi Leeger  
Director Regulatory Contracts  
XO Communications Services, Inc.  
11111 Sunset Hills Road  
Reston, VA 20190

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO Communications Services, Inc.") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO Communications Services, Inc. improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO Communications Services, Inc. is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "TRO Remand Order"), and the implementing regulations thereunder. In accordance with paragraph 234 of the TRO Remand Order, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO Communications Services, Inc. a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO Communications Services, Inc., the TRO Remand Order also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the TRO Remand Order and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO Communications Services, Inc. to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO Communications Services, Inc. of the network elements that are no longer available to XO Communications Services, Inc., XO Communications Services, Inc. submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO Communications Services, Inc. respond within five (5) business days to:**

- 1) **indicate that XO Communications Services, Inc. has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO Communications Services, Inc. refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO Communications Services, Inc. fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO Communications Services, Inc. shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO Communications Services, Inc. into compliance with its obligations. In addition, Verizon will backbill XO Communications Services, Inc. for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO Communications Services, Inc.'s violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE ORDERS

Carrier	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service	Reason Not Allowed
---------	------	--------------	------------	---------------	---------------	--------------	--------------------

-----

Keefe B. Clemons  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

December 9, 2005

Karen M. Potkul  
VP Regulatory  
XO Communications Services, Inc.  
1601 Trapelo Road Suite 397  
Waltham, MA 02451

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO Communications Services, Inc.") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO Communications Services, Inc. improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO Communications Services, Inc. is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "TRO Remand Order"), and the implementing regulations thereunder. In accordance with paragraph 234 of the TRO Remand Order, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO Communications Services, Inc. a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO Communications Services, Inc., the TRO Remand Order also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the TRO Remand Order and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO Communications Services, Inc. to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO Communications Services, Inc. of the network elements that are no longer available to XO Communications Services, Inc., XO Communications Services, Inc. submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO Communications Services, Inc. respond within five (5) business days to:**

- 1) **indicate that XO Communications Services, Inc. has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO Communications Services, Inc. refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

**Director-Contract Performance & Administration**  
**Verizon Wholesale Markets**  
**600 Hidden Ridge**  
**HQEWNOTICES**  
**Irving, TX 75038**  
**wmnotices@verizon.com**

**If XO Communications Services, Inc. fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO Communications Services, Inc. shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO Communications Services, Inc. into compliance with its obligations. In addition, Verizon will backbill XO Communications Services, Inc. for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO Communications Services, Inc.'s violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,

A handwritten signature in cursive script that reads "Keefe B. Clemons".

Keefe B. Clemons  
Assistant General Counsel

VIA DHL

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE ORDERS

Carrier	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service	Reason Not Allowed
---------	------	--------------	------------	---------------	---------------	--------------	--------------------



REDACTED

Keefe B. Clemons  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

February 7, 2006

Gegi Leeger  
Director Regulatory Contracts  
XO Communications  
11111 Sunset Hills Road  
Reston, VA 20190

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO, the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12,

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO of the network elements that are no longer available to XO, XO submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO respond within five (5) business days to:**

- 1) **indicate that XO has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO into compliance with its obligations. In addition, Verizon will backbill XO for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO's violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL overnight

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE CIRCUITS

Carrier Name	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service Established	Reason Not Allowed
--------------	------	--------------	------------	---------------	---------------	--------------------------	--------------------

Keefe B. Clemons  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

February 7, 2006

Karen M. Potkul  
VP Regulatory  
XO Communications  
1601 Trapelo Road Suite 397  
Waltham, MA 02451

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/attachments/verizonwirecentersexempt.xls>. As explained in Verizon's February 10, 2005 notice to XO, the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an unbundled basis where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12,

---

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO of the network elements that are no longer available to XO, XO submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO respond within five (5) business days to:**

- 1) **indicate that XO has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

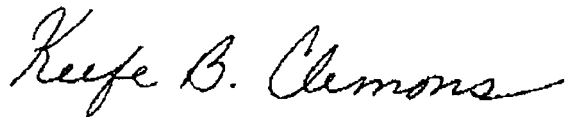
With a copy to:

Director-Contract Performance & Administration  
Verizon Wholesale Markets  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO into compliance with its obligations. In addition, Verizon will backbill XO for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO's violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL overnight

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE CIRCUITS

Carrier Name	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service Established	Reason Not Allowed
--------------	------	--------------	------------	---------------	---------------	--------------------------	--------------------



REDACTED

**Keefe B. Clemons**  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

March 3, 2006

Gegi Leeger  
Director Regulatory Contracts  
XO Communications  
XO Communications Services, Inc.  
11111 Sunset Hills Road  
Reston, VA 20190

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/local/order/1,19410,,00.html>. As explained in Verizon's February 10, 2005 notice to XO, the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an unbundled basis

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO of the network elements that are no longer available to XO, XO submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO respond within five (5) business days to:**

- 1) **indicate that XO has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Eric Wagner.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO into compliance with its obligations. In addition, Verizon will backbill XO for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO's violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL Express

Attachment

REDACTED

-----

ATTACHMENT

DISALLOWED UNE CIRCUITS

Carrier Name	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service Established	Reason Not Allowed
--------------	------	--------------	------------	---------------	---------------	--------------------------	--------------------

Keefe B. Clemons  
Assistant General Counsel



185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
Phone 617 743-6744  
Fax 617 737-0648  
keefe.b.clemons@verizon.com

March 3, 2006

Karen M. Potkul  
VP Regulatory  
XO Communications  
XO Communications Services, Inc.  
1601 Trapelo Road Suite 397  
Waltham, MA 02451

**Subject: Notice to Initiate Dispute Resolution**

Pursuant to the applicable provisions of the interconnection agreement between Verizon Florida Inc., f/k/a GTE Florida Incorporated ("Verizon") and XO Communications Services, Inc. ("XO") for the State of Florida (the "Agreement"), Verizon hereby provides **formal notice** of a dispute regarding the order(s) listed in the attachment to this letter that XO improperly submitted to Verizon in violation of federal law and the Agreement (the "Disallowed Order(s)"). The Disallowed Order(s) are for network elements that XO is no longer permitted to order on an unbundled basis under Section 251 of the Communications Act of 1934 (the "Act"), as set forth in the Federal Communications Commission in its Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released on February 4, 2005 (the "*TRO Remand Order*"), and the implementing regulations thereunder. In accordance with paragraph 234 of the *TRO Remand Order*, Verizon processed the Disallowed Orders and is challenging your improper submission of those orders.

On March 2, 2005, Verizon sent to XO a notice that identified the wire centers where Verizon is no longer required to provide access to Dedicated DS1 Transport, Dedicated DS3 Transport, Dark Fiber Transport, DS1 Loops, and DS3 Loops (the "March 2 Notice").<sup>1</sup> The list of wire centers identified in the March 2 Notice was also posted on Verizon's website at <http://www22.verizon.com/wholesale/local/order/1,19410,00.html>. As explained in Verizon's February 10, 2005 notice to XO, the *TRO Remand Order* also established limits on the number of DS1 and DS3 Transport circuits and DS1 and DS3 Loops that a carrier may obtain on an unbundled basis

---

<sup>1</sup> As set forth in Section 51.319(e)(3) of the FCC's implementing regulations, Tier 1 wire centers are those incumbent LEC wire centers that contain at least four Fiber-Based Collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those incumbent LEC tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs. Tier 2 wire centers are those incumbent LEC wire centers that are not Tier 1 wire centers, but contain at least three Fiber-Based Collocators, at least 24,000 business lines, or both. As explained with more specificity in Verizon's industry notice of February 10, 2005: under the *TRO Remand Order* and the FCC's regulations (i) CLECs are not impaired without unbundled access to Dedicated DS1 Transport between any pair of Verizon wire centers that are both Tier 1 wire centers (and in no event may any CLEC obtain more than ten unbundled Dedicated DS1 Transport circuits on any Route where Dedicated DS1 Transport remains available on an unbundled basis); (ii) CLECs are not impaired without unbundled access to Dedicated DS3 Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers (and in no event may any CLEC obtain more than twelve unbundled Dedicated DS3 Transport circuits on any Route where Dedicated DS3 Transport remains available on an unbundled basis); (iii) CLECs are not impaired without unbundled access to Dark Fiber Transport between any pair of Verizon wire centers that are either Tier 1 or Tier 2 wire centers; (iv) CLECs are not impaired without unbundled access to DS1 Loops at any building location that is served by a Wire Center with at least 60,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than ten DS1 Loops at any building location where DS1 Loops remain available on an unbundled basis); and, (v) CLECs are not impaired without unbundled access to DS3 Loops at any building location that is served by a Wire Center with at least 38,000 Business Lines and at least four Fiber-Based Collocators (and in no event may any CLEC obtain more than one DS3 Loop at any building location where DS3 Loops remain available on an unbundled basis).

where the FCC found impairment. For DS1 and DS3 Transport circuits, the limits are 10 and 12, respectively, on a single route. For DS1 and DS3 Loops, the limits are 10 and 1, respectively, at a single building.<sup>2</sup>

Verizon's March 2 Notice explained that Verizon's wire center list was compiled using the data sources specified by the FCC in the *TRO Remand Order*, including ARMIS data previously filed with the FCC. As the FCC noted in the *TRO Remand Order*, the ARMIS filings are "an objective set of data that incumbent LECs already have created for other regulatory purposes. [W]e can be confident in the accuracy of the thresholds, and a simplified ability to obtain the necessary information." *TRO Remand Order*, ¶ 105. Verizon's March 2 Notice nonetheless offered to provide to your company under an appropriate nondisclosure agreement the backup data that was used by Verizon to develop and update the lists of wire centers. The March 2 Notice asked your company to contact its Verizon account manager if your company had actual, verifiable data that it believed demonstrates that any Wire Center identified on the lists provided by Verizon should not be included on those lists. Because the *TRO Remand Order* imposes upon requesting carriers an obligation to exercise a reasonably diligent inquiry before submitting orders for the aforementioned network elements, the March 2 Notice stated that, in the absence of compelling evidence to the contrary, Verizon shall treat each attempt by XO to submit an improper order as a separate act of bad faith carried out in violation of federal regulations and a breach of your interconnection agreement, and that Verizon shall pursue any and all remedies available to it.

Despite the foregoing measures that Verizon took to inform XO of the network elements that are no longer available to XO, XO submitted the Disallowed Order(s) in violation of the *TRO Remand Order* and the Agreement.

**Accordingly, Verizon requests that XO respond within five (5) business days to:**

- 1) **indicate that XO has submitted the necessary order(s) to disconnect the subject facility(ies) (please provide the order number(s) for any such orders) or has contacted their Verizon account manager to initiate the conversion of the facility(ies) to tariffed access service or resale service, if available; or**
- 2) **to the extent XO refuses, in violation of federal law and the Agreement, to take the steps outlined above, identify your representative for purposes of resolving this urgent matter and provide any information upon which you rely in support of any claim that you have conducted a reasonably diligent inquiry, and that the results of that inquiry justify any claim that you are entitled to obtain the requested facility(ies) on an unbundled basis under the *TRO Remand Order*. Verizon's representative in this matter will be Greg Romano.**

**Please respond in writing to the following address:**

**Keefe B. Clemons  
Assistant General Counsel  
Verizon Communications  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110  
[keefe.b.clemons@verizon.com](mailto:keefe.b.clemons@verizon.com)**

---

<sup>2</sup> *TRO Remand Order*, ¶¶ 73, 75, 99, 101.

With a copy to:

Director-Negotiations  
Verizon Partner Solutions  
600 Hidden Ridge  
HQEWMNOTICES  
Irving, TX 75038  
[wmnotices@verizon.com](mailto:wmnotices@verizon.com)

**If XO fails to respond within the required time period, Verizon shall take whatever action it determines to be appropriate based on the terms of the Agreement and FCC and state commission rules.**

XO shall be liable for any ordering, cancellation, and disconnection charges, and all other applicable charges that may be incurred to bring XO into compliance with its obligations. In addition, Verizon will backbill XO for standard month-to-month access rates, commercial rates, or, if appropriate, resale rates for facilities improperly ordered as UNEs, back to the date of provisioning. Verizon shall also seek any and all remedies available to it for XO's violation of federal law and the Agreement, including, but not limited to, damages, injunctive relief, attorneys' fees, and any sanctions and penalties that may be available.

Sincerely,



Keefe B. Clemons  
Assistant General Counsel

VIA DHL Express

Attachment

REDACTED

ATTACHMENT

DISALLOWED UNE CIRCUITS

Carrier Name	ACNA	Service Type	Circuit ID	Wire Center 1	Wire Center 2	Date Service Established	Reason Not Allowed
--------------	------	--------------	------------	---------------	---------------	--------------------------	--------------------





March 3, 2006

*J. Gary Case  
Director, Carrier Management  
1111 Sunset Hills Road Reston, VA 20190  
Phone: 703-547-2854  
Case.garyv@xo.com*

## REDACTED

Kathryn Kalajian  
Director – Verizon Wholesale Services  
1095 Avenue of America  
Floor 17  
New York, NY 10036

Shortly XO will be providing Verizon with a comprehensive list of unbundled network element (“UNE”) loop and/or transport circuits that XO will be requesting Verizon to convert to other services, in compliance with the TRRO.<sup>1</sup> XO expects any non-recurring charges that will be billed by Verizon for these billing record changes to be consistent with the FCC’s Triennial Review Order<sup>2</sup> and TRRO as well as any applicable agreements between the parties, including the relevant interconnection agreement, and any applicable state rulings. XO will dispute charges inconsistent with any such applicable agreements or orders.

The list XO is submitting has been developed based upon the Wire Centers that Verizon has identified as being non-impaired as well as those states in which XO and Verizon have a TRO/TRRO amendment in place or Verizon has the appropriate tariffs approved and in place governing those issues set forth in the FCC’s TRO/TRRO Orders. As Verizon is well aware, our companies currently do not have a TRO/TRRO amendment in place for the states of Pennsylvania, Maryland, Delaware, Virginia, Washington and Texas, and therefore, XO will not be submitting circuits for conversion in these states until such time as an amendment is in place or a State Commission has issued an order directing otherwise. XO expects Verizon to take no unilateral action to convert or in any way change or modify, including but not limited to any billing changes to, any XO circuits. While our companies currently do not have a TRO/TRRO amendment in place for the states of California, Florida and the District of Columbia, we anticipate such an amendment being place by March 11, 2006, and therefore will be providing you a list of circuits for these states as well as all other applicable states in which XO does business with Verizon. XO has on several occasions<sup>3</sup> requested additional information in an attempt to verify Verizon’s non-impairment claims as required by the TRRO. Verizon, however, has refused to provide XO with the detailed information necessary for XO to confirm or deny that those Wire Centers identified as non-impaired by Verizon are accurate. As a result of Verizon’s refusal to provide the requested data, XO has evaluated the accuracy of Verizon’s wire center designations based upon the information available to it. This review has resulted in XO concluding that the wire centers set forth in Attachment A have been inaccurately identified as non-impaired.<sup>4</sup> XO’s conclusion is underscored by the inaccuracies that XO has found in Verizon’s data regarding XO’s own facilities used by Verizon in making its non-impairment determinations. For example:

---

<sup>1</sup> Order on Remand, in the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligation of Incumbent Local Exchange Carriers, CC Docket No. 01-338(Rel. Feb 4, 2005)

<sup>2</sup> Report and Order and Order on Remand, in the Matter of Unbundled Access to Network Elements, Review of the Section 251 Unbundling Obligation of Incumbent Local Exchange Carriers, CC Docket No. 01-338(Rel. August 21, 2003)

<sup>3</sup> On February 18, 2005 XO requested Verizon’s backup data. In addition, on July 11, 2005 XO requested additional data that XO needed to confirm Verizon’s wire center lists. To date, Verizon has refused to provide this additional information.

<sup>4</sup> In addition, on November 10, 2005, Verizon supplemented its wire center list and added or modified the designation of 53 wire centers that Verizon claimed met the FCC’s TRRO criteria. XO is disputing these additions and modifications.

1. Verizon overstated the number of fiber based collocators and consequently wire centers meeting the FCC's criteria by counting XO and Allegiance as two fiber-based collocators in more than twenty wire centers (including \* \* \* \* \* , \* \* \* \* \* and \* \* \* \* \* ) rather than as one fiber-based collocation.
2. Verizon has counted XO as a fiber-based collocator in various Wire Centers throughout Verizon's territory (including but not limited to \* \* \* \* \* , \* \* \* \* \* and \* \* \* \* \* ) even though XO does not meet the FCC's definition of a fiber based collocator in those wire centers.

As a result of XO's evaluation of Verizon's wire centers, XO is hereby disputing Verizon's non-impairment classification of those wire centers set forth in Attachment A. For those wire centers set forth on Attachment A, XO will not be converting any existing UNE loop and/or transport circuits to other services and expects Verizon to take no unilateral action to convert or in any way change or modify, including but not limited to any billing changes to, any XO circuits.

In addition, XO finds it extremely unlikely that Verizon has not made similar errors regarding the data relating to other CLECs used by Verizon in making its non-impairment determinations for all wire centers. As result of the errors that XO knows to have been made by Verizon relative to XO's data as well errors that were likely made relative to other CLECs, XO's submission of its circuit list for conversion is being done under protest and subject to XO's reservation of rights to seek any and all remedies available to it, including but not limited to those set forth below, should it subsequently be determined that Verizon has improperly designated a wire center to be non-impaired.

If Verizon has designated a wire center as non-impaired and as a result XO converts existing UNEs or combinations of UNEs to other services or orders new, non-UNE services that otherwise could have been ordered as UNEs, and it is later determined that at the time that Verizon designated such wire center(s) as non-impaired, such wire center(s) did not meet the FCC's non-impairment criteria, XO shall require that Verizon convert (in cooperation with XO) all affected circuits to UNE pricing. Such conversions to UNE pricing shall be done at no charge to XO. In addition, for converted circuits, Verizon must refund to XO any nonrecurring charges that it paid to initially convert any UNE circuits as well as the difference between the monthly UNE rate and the monthly non-UNE for the entire period for which the circuit was improperly converted. For each circuit initially ordered as non-UNE, but which could have been ordered as UNE had Verizon not misidentified the relevant wire center as non-impaired, Verizon must refund to XO the difference between the nonrecurring charges paid by XO and the non-recurring UNE charges as well as the difference between the monthly UNE rate and the monthly non-UNE for the entire period prior to conversion of the circuit to UNE. XO also reserves its right to bill Verizon for any administrative costs that it has or will incur relative to the initial conversions and/or any subsequent conversion to UNE pricing as a result of Verizon improperly identifying the wire center as non-impaired. If Verizon refuses to provide XO with the refunds as set forth above, XO hereby notifies Verizon that XO will deem such charges as improper and will dispute all such charges.

XO hereby asks Verizon once again to provide XO with the information previously requested so that any claim by Verizon that a wire centers is non-impaired can be verified.

Sincerely,

Gary Case

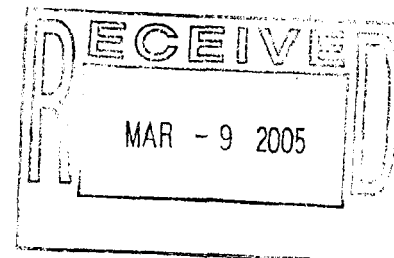
cc: Laura Inness, XO Communications, Inc.  
Loriann Burke, XO Communications, Inc.  
Helen Kaptan, Verizon



XO Communications, Inc.

11111 Sunset Hills Road  
Reston, VA 20190  
USA

March 8, 2005

VIA OVERNIGHT MAIL

Anthony M. Black  
 Assistant General Counsel  
 Verizon  
 1515 North Courthouse Road, Suite 500  
 Arlington, VA 22201

Re: Verizon Response to XO February 18, 2005 Letters

Dear Mr. Black:

XO Communications, Inc. ("XO") appreciates Verizon's prompt response to XO's letters requesting negotiations to incorporate recent changes of federal law into the parties' interconnection agreements ("ICAs"). That response, however, is inconsistent with federal law and the ICAs, and XO provides the following reply to explain its position.

XO is well aware that Verizon has issued notices stating its intention unilaterally to implement Verizon's interpretation of the Triennial Review Remand Order ("TRRO"). Moreover, XO did respond to Verizon's February 10, 2005 notice. In its response, XO explained why Verizon's intended course of action, as outlined in Verizon's February 10, 2005 notice, violates the requirements of the TRRO. Contrary to your assertion, there is not a single word in the FCC's TRRO order that states that its implementing regulations bar CLECs from ordering new Discontinued Facilities . . . "irrespective of the terms of existing section 252 interconnection agreements." Indeed, Verizon's latest "self-help" proposal is fundamentally inconsistent with the TRRO requirement that "the incumbent LEC and competitive LEC must **negotiate in good faith** regarding any rates, terms, and conditions necessary to implement our rule changes." TRRO ¶ 233 (emphasis added). That Order, moreover, provides that "carriers have twelve months from the effective date of this Order **to modify their interconnection agreements**, including completing any change of law process." TRRO ¶¶ 143 & 196 (emphasis added). Indeed, the issue is not what Verizon's rights are or are not, but whether language reflecting those rights must be negotiated and if necessary arbitrated so that they are properly incorporated into interconnection agreements. Verizon thus is required to negotiate appropriate ICA amendment language to implement the provisions of the TRRO, not simply Verizon take unilateral action to implement such provisions without amending the ICA, as required.

As a result, XO's request for negotiations is *not* unnecessary, as you indicate. XO requested negotiations for ICA amendments that implement recent changes in federal law, including the FCC's Triennial Review Order ("TRO") and TRRO. The issues to be negotiated



are all contained in those orders. We will provide you with proposed contract language that addresses all of these issues shortly. XO has no intention of delaying timely implementation of the latest federal requirements, as Verizon has done with provisions of the TRO that do not benefit Verizon, but such timely implementation will require the cooperation of Verizon which, to date, has not been forthcoming.

Verizon's willful refusal to negotiate over language that incorporates the rights of the parties in light of the changes in law arising out of the TRO and TRRO comes at your own risk. XO intends to offer specific language reflecting its understanding of its legal rights. If Verizon refuses to negotiate over these terms, XO will seek arbitration and will seek to bar Verizon from offering any alternative language to that offered by XO that was not first presented by Verizon as part of the negotiation process.

Verizon's revisionist history of events since the FCC issued its TRO is a prime example of Verizon's recalcitrance. XO received Verizon's notices of that order and request for negotiation, and XO responded that XO, too, wished to engage in good faith negotiations. Verizon, however, refused to engage in such negotiations. Verizon instead filed for arbitration in every state where it had a telephone operating company. Verizon subsequently filed a motion to dismiss XO from certain state proceedings based on Verizon's erroneous interpretation of the change of law provisions in some of XO's interconnection agreements. In ruling on Verizon's motion, no state commission substantively agreed with Verizon's position that Verizon could unilaterally cease providing unbundled network elements without first negotiating an amendment to XO's interconnection agreement. Moreover, while the arbitration was pending, XO continued to negotiate an amendment with Verizon and continues to seek negotiation of appropriate contract language to implement requirements of both the TRO and the TRRO. XO certainly will work within the framework of existing proceedings, to the extent they exist, but that should not delay the parties' efforts to negotiate appropriate ICA amendments.

XO rejects Verizon's refusal to include Section 271 and state-required unbundled network elements ("UNEs") in the negotiations. Verizon's state unbundling requirements must be considered as long as those requirements are in effect. The plain language of Section 271 requires Verizon to provide certain UNEs pursuant to an ICA. 47 U.S.C. § 271(c)(2). Neither the availability of special access services under Verizon tariffs nor Verizon's so-called "commercial agreements" offered outside the section 252 process can satisfy Verizon's Section 271 obligations. Verizon's refusal to negotiate just and reasonable rates, terms, and conditions for these UNEs is further evidence of Verizon's continuing bad faith.

The most immediately troubling aspect of your letter is Verizon's anticipatory breach of the parties' ICAs by stating Verizon's intention to reject orders for UNEs that Verizon contends are to be under "the unconditional no-new-add directive ordered in the TRRO." The FCC would not have expressly required the rates, terms, and conditions in the TRRO be incorporated into ICAs if no amendment were necessary. Indeed, Verizon apparently recognizes the need for ICA amendments by proposing just such an amendment that "must be completed early enough within the transition period that the transition of the embedded base itself be completed before the transition period closes." Verizon's threatened refusal to comply with its lawful and effective ICAs will serve only to further delay appropriate implementation of the TRRO if XO must devote its limited resources to taking actions necessary to compel Verizon to comply with its ICAs.



XO will proceed as if Verizon intended to negotiate in good faith for ICA amendments to establish appropriate rates, terms, and conditions to implement the TRRO and other changes in federal law. If Verizon refuses to respond accordingly, XO will take the steps necessary to enforce its legal rights.

Sincerely,

A handwritten signature in cursive script that reads "Gegi Leeger".

Gegi Leeger

cc: Douglas Kinkoph  
Jeffrey A. Masoner

CONFIDENTIAL AND PROPRIETARY TO VERIZON  
 SUBJECT TO NON-DISCLOSURE AGREEMENT

**Verizon's Wire Centers Qualifying for Relief From Unbundled Services**

State	Wire Center	Business Access Lines	Loop & EEL Lines	Total Lines	Fiber Collo Providers
FL			REDACTED		
FL					

CONFIDENTIAL AND PROPRIETARY TO VERIZON  
SUBJECT TO NON-DISCLOSURE AGREEMENT

Verizon's Qualified Wire Centers with Fiber Based Collocation  
in Florida by Wire Center by CLEC

ST	CLL18	Current CLEC Name	No. of Providers as of 02/03/06
FL			REDACTED
FL			



## Work Process to Determining Qualifying Wire Centers for TRRO Relief

### Business Access Lines

Section 51.5 of the FCC's amended rules (*see* Appendix B of the *TRO Remand Order*, page 145), provides that "[t]he number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements." The same rule defines "wire center" as "the location of an incumbent LEC local switching facility containing one or more central offices...." *Id.* The *TRRO* similarly defines wire center (at footnote 251) as "any incumbent LEC switching office that terminates and aggregates loop facilities." Thus, line counts derived on a wire center basis include all loops that terminate in that location, even if they terminate on separate switches.

Paragraph 105 and Footnote 303 of the *TRRO* reference the ARMIS 43-08 Report as the source of the data the FCC used to analyze the BOC wire center data; therefore, Verizon used the same source document to prepare the wire center analysis. The December 2003 ARMIS report was used because it is the most recent report on file with the FCC as of the March 11, 2004 effective date ordered by the FCC. To the Switched Business Access Lines included in the ARMIS 43-08 report, which includes Verizon retail business lines, resold business lines, and UNE-P business lines, Verizon added the count of UNE Loops and EEL Loops as provided in § 51.5 of the FCC's Rules.

### Collocation

For the fiber-based Collocation criteria, Verizon used the results from physical inspections performed in the summer of 2003 for the purpose of creating the state Triennial Review filings<sup>1</sup>. The 2003 results were updated to remove any Collocation arrangements that had been terminated between the time of the physical inspections and January 31, 2005. The data was aggregated on a CLEC Affiliate Family basis, so that if multiple CLECs of the same CLEC parent were in a wire center, the CLEC Affiliate Family was only counted as a single collocation. In addition, any CLECs that had gone out of business as a result of bankruptcy, but not reflected as being terminated, were removed from the count.

---

<sup>1</sup> Inspectors checked each collocation facility in those Verizon wire centers to verify that there is powered equipment in place (*i.e.*, it is operational), and that the collocating carrier had non-Verizon fiber optic cable that both terminated at its collocation facility and left the wire center. In the *TRO Remand Order* the FCC cited Verizon's collocation inspection data as one of the sources of competitive information it relied on in assessing competitive deployment of fiber-based collocation and establishing its fiber-based collocation criteria. *See TRO Remand Order* ¶¶ 95 n. 270, 97 n. 275, 99, 100 n.288 & 102 n. 293.