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March 16, 2004

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

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04 MAR 16 PM 4:41
COMMISSION
CLERK

Re: Docket No. 040156-TP

Dear Ms. Bayó:

Enclosed for filing on behalf of Sprint Communications Limited Partnership are the original and 15 copies Sprint's Motion (with attachments 1-3) to Dismiss Verizon's Petition for Arbitration.

Copies are being served on the parties in this docket pursuant to the attached certificate of service.

Please acknowledge receipt of this filing by stamping and initialing a copy of this letter and returning same to my assistant. If you have any questions, please do not hesitate to call me at 850/599-1560.

Sincerely,

Susan S. Masterton
Susan S. Masterton

Enclosure

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CERTIFICATE OF SERVICE
DOCKET NO. 040156-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 16th day of March, 2004 to the following:

Kellogg Huber Law Firm
Aaron Panner/Scott Angstreich
1615 M Street, N.W., Suite 400
Washington, DC 20036

Verizon Florida Inc.
Mr. Richard Chapkis
201 N. Franklin Street, FLTC0007
Tampa, FL 33602

AT&T
Tracy Hatch
101 North Monroe Street, Suite 700
Tallahassee, FL 32301-1549

MCI WorldCom Communications, Inc.
Ms. Donna C. McNulty
1203 Governors Square Blvd., Suite 201
Tallahassee, FL 32301-2960

McWhirter Law Firm
Vicki Kaufman
117 S. Gadsden St.
Tallahassee, FL 32301



Susan S. Masterton

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Verizon Florida Inc. for Arbitration of)
an Amendment to Interconnection Agreements with)
Competitive Local Exchange Carriers and)
Commercial Mobile Radio Service Providers in) Docket No. 040156-TP
Florida Pursuant to Section 252 of the)
Communications Act of 1934, as Amended, and the)
Triennial Review Order) Filed: March 16, 2004

**SPRINT COMMUNICATIONS COMPANY LIMITED PARTNERSHIP'S MOTION TO
DISMISS VERIZON'S PETITION FOR ARBITRATION**

Pursuant to Rule 28-106.204, Florida Administrative Code, Sprint Communication Company Limited Partnership (hereinafter "Sprint") files this Motion to Dismiss the Petition of Verizon Florida, Inc. for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Florida Pursuant to Section 252 of the Communications Act of 1934, as Amended, and the *Triennial Review Order* (hereinafter "Petition"). In support of this Motion, Sprint states as follows.

Introduction

In the Petition, Verizon Florida Inc. ("Verizon") has requested that the Florida Public Service Commission ("Commission") initiate a consolidated arbitration proceeding to amend the interconnection agreements between Verizon and each of the competitive local exchange carriers ("CLECs") in Florida, including Sprint.¹ In addition, to the extent that their current interconnection agreements provide for access to unbundled network elements ("UNEs"), Verizon seeks to amend the interconnection agreements with each of the Commercial Mobile

¹ Sprint has an interconnection agreement (including access to UNEs) with Verizon in Florida, effective June 25, 2003, and approved by the Commission in Order No. PSC-03-0952-FOF-TP.

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FPSC-COMMISSION CLERK

Radio Service (“CMRS”) providers in Florida. Verizon purports to file its unprecedented consolidated Petition under the authority of the *Triennial Review Order*².

In filing its Petition, Verizon has failed in every respect to comport to the principles established in the *Triennial Review Order* and under the Telecommunications Act of 1934, as amended (“Act”). Rather, the Petition appears to be a facade by Verizon to deprive other carriers of the opportunity to negotiate in good faith under the provisions of the Act for an appropriate amendment to reflect the provisions of the *Triennial Review Order*.

Contrary to its previous experience negotiating interconnection agreements and amendments with incumbent local exchange carriers like Verizon, Sprint did not receive prior notice of Verizon’s intent to file this Petition.³ In fact, Verizon only notified Sprint of its intent to file this Petition after this Petition and some 14 other such petitions were filed in various states.⁴ Verizon’s behavior is an obvious, heavy-handed attempt to unilaterally impose its interpretation of the TRO on other carriers.

Verizon’s Petition admits as much on its face. Verizon notes that “some CLECs have signed Verizon’s draft amendment, without substantive changes”.⁵ Verizon goes on to state that of those carriers who have not signed the amendment “virtually none provided a timely response” to Verizon’s notice and draft amendment. This statement is not accurate, at least with respect to Sprint. As discussed more fully below, Sprint did provide a timely response to Verizon which Verizon chose to ignore. The obvious conclusion is that the only responses to the

² Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of Section, 751 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003) (“*Triennial Review Order*” or “TRO”), *reversed in part and remanded, United States Telecom Ass’n v. FCC*, Nos. 00-1012, 00-1015, 03-1310 *et al.* (D.C. Cir).

³ See Affidavit of John S. Weyforth attached hereto as Attachment 1.

⁴ *Id.* at pages 4 and 5.

⁵ Petition at page 3 and 4.

proposed amendments that Verizon would consider are those responses “without substantive changes.”

Verizon has notified Sprint that it will be filing similar petitions in all of the jurisdictions in which it serves. For Sprint, that potentially will result in arbitrations in 30 states.⁶ While Verizon may have the financial wherewithal and personnel resources to undertake simultaneous arbitrations in 30 jurisdictions, this will put an unwarranted-strain on Sprint’s resources.

The Commission should dismiss Verizon’s Petition because it is procedurally deficient and premature. In addition, the Commission should instruct Verizon to negotiate with Sprint in good faith toward a mutually acceptable amendment to the existing interconnection agreement. In addressing a similar petition filed by Verizon in North Carolina, the North Carolina Utilities Commission recently held that the proceeding should be continued indefinitely because of its interrelationship to the North Carolina proceeding to implement the *Triennial Review Order*.⁷ The North Carolina Commission also found that Verizon had failed to comply with its procedural rules for filing an arbitration.⁸ In addition, the Maryland Commission recently rejected a similar petition filed by Verizon, stating that the petition was premature because of the uncertain status of the *Triennial Review Order*.⁹

⁶ Id. Verizon provides service in thirty (30) states but the former GTE properties overlap the former Bell Atlantic properties in two states.

⁷ *In the Matter of the Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers*, Docket No. P-19, SUB 477, Order Continuing Proceedings Indefinitely, March 3, 2004. (“North Carolina Order,” copy attached as Attachment 2)

⁸ Id. Page 2.

⁹ *Re: Verizon Maryland Petition for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Maryland Pursuant to Section 252 of the Communications Act, as Amended, and the Triennial Review Order*, Letter dated March 15, 2004, from Felecia L. Greer, Executive Secretary of the Maryland Public Service Commission to David L. Hill, Esquire, Vice President and General Counsel for Verizon.

Verizon Has Failed to Negotiate in Good Faith

In its Petition Verizon states that:

Since Verizon sent its October 2, 2003 notice, some CLECS have signed Verizon's draft amendment without substantive changes. Of the remaining CLECs in Florida, virtually none provided a timely response to Verizon's October 2, 2003 notice and draft amendment. In fact, Verizon (and its affiliates that provide local exchange service in other jurisdictions) received the majority of the substantive responses to the draft amendment within the past two to four weeks - that is, more than three, and in some cases four, months after Verizon made the draft amendment available to CLECs.¹⁰

This is a patently false assertion by Verizon, at least as it relates to Sprint.

Upon receipt of the notice and draft amendment Sprint promptly contacted Verizon to discuss changes to the draft amendment. Attached as Attachment 1 to this Response is an affidavit of Mr. John S. Weyforth, a Sprint employee, which sets forth in detail the efforts Sprint undertook to attempt to negotiate a satisfactory TRO amendment based on the Verizon proposal it received. Attached as Exhibit 1 to the affidavit is a copy of an email and a redlined version of the draft amendment sent from Ms. Shelley Jones, a Sprint employee, to Mr. Stephen Hughes at Verizon. Mr. Hughes was one of the Verizon designated negotiators. This email, with the redlined draft, sets forth Sprint's proposed changes to the draft agreement. It also sets forth Sprint's desire to resolve in an expeditious fashion the outstanding issues that Sprint sought to address with Verizon regarding the amendment. This email was sent to Verizon on October 29, 2003. Verizon has yet to accept or reject any of the proposed changes Sprint raised in this email.¹¹

¹⁰ Petition at page 3 and 4.

¹¹ Affidavit of John S. Weyforth at page 5.

Mr. Weyforth's affidavit also sets forth the chronology of the responses from Verizon in attempting to negotiate issues up to the point of Verizon filing the Petition. It is clear that Verizon purposefully avoided any meaningful discussion with Sprint to resolve outstanding issues.

Verizon has yet to specifically accept or reject any proposed change Sprint has offered during the discussions that have taken place between the parties. Section 51.301(c) (7) of the FCC's rules provides that it is a breach of the Act's good faith requirement to refuse "throughout the negotiation process to designate a representative with authority to make binding representations, if such refusal significantly delays resolution of issues." As indicated previously, Verizon's refusal to accept or reject Sprint proposals in the negotiation process caused significant delays in resolving the issues raised by Verizon's proposed amendments and resulted in Verizon filing this Petition. Sprint asserts that Verizon acted in bad faith in failing to respond to Sprint with definitive positions to resolve issues.

Verizon's Petition is Procedurally Defective

Aside from the refusal of Verizon to negotiate the amendment in good faith, the form of the Petition fails to comport to the expressed provision of the Act. Section 252 (b) 2 of the Act provides in pertinent part:

(2) DUTY OF PETITIONER.--

(A) A party that petitions a State commission under paragraph (1) shall, at the same time as it submits the petition, provide the State commission all relevant documentation concerning—

- (i) the unresolved issues;**
- (ii) the position of each of the parties with respect to those issues; and**
- (iii) any other issue discussed and resolved by the parties.**

(B) A party petitioning a State commission under paragraph (1) shall provide a copy of the petition and any documentation to the

other party or parties not later than the day on which the State commission receives the petition.

Verizon has failed to comply with each of these provisions of the Act and therefore its Petition must be dismissed.

Verizon has not stated in its Petition any of the issues discussed between Verizon and Sprint. Sprint expressed agreement with Verizon over various provisions in the proposed draft. Sprint took a great deal of time to try to focus the discussion to a narrow list of issues, which was completely ignored by Verizon.¹²

Verizon's Petition does not contain a discussion of the positions of the parties as required by Section 252 (b) 2. Nor does it reflect any identification of issues that have been discussed between the parties, what Sprint's position is, or which issues remain unresolved. Therefore, the form of the Petition does not meet the requirements under the Act.

Verizon also failed to properly serve the Petition on Sprint in Florida. While the service list indicates that service was made to the contact person indicated in the Sprint/Verizon interconnection agreement for the purposes of notices under the interconnection agreement, the document was not served on Sprint's designated representative in Florida as set forth on the Florida Commission's website. In addition, although Verizon and Sprint were in weekly contact and despite Sprint's repeated requests, Verizon failed to have the professional courtesy to send a list of where the filings have occurred and a copy of the petitions filed in multiple jurisdictions to those Sprint employees currently engaged in discussions with Verizon.¹³

¹² See Exhibit 1 to Attachment 1, Affidavit of John S. Weyforth, Sprint's redlined comments to the initial draft amendment.

¹³ Affidavit of John S. Weyforth at page 5.

As noted previously, the North Carolina Utilities Commission and the Maryland Public Service Commission have already continued or dismissed similar filings by Verizon. The North Carolina Commission ruling was based, in part, on the fact that the petition filed by Verizon in North Carolina was procedurally defective. The petition filed in North Carolina is substantively identical to the petition filed by Verizon in this proceeding.

**Verizon Failed to Follow the Change in Law Provisions
in the Interconnection Agreement**

Verizon states that it filed this Petition pursuant to the arbitration window (February 14, 2004 to March 1, 2004) established by 47 U.S.C. § 252 (b) (1) and the FCC's *Triennial Review Order*¹⁴. Verizon's interpretation of Paragraph 703 of the *Triennial Review Order* is flawed. Paragraph 703 states in part as follows:

First, we require incumbent and competitive LECs to use section 252(b) as a default timetable for modification of interconnection agreements **that are silent concerning change of law and/or transition timing.**
(Emphasis added)

The interconnection agreements between Sprint and Verizon have change in law provisions in them and thus Verizon would be required to follow those procedures to implement the provisions of the TRO. The specific provision contained in Sprint's Florida contract states as follows in Section 1.2:

1.2 Applicable Law/Changes in Law.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. The terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time this Agreement was produced, and shall be subject to any and all applicable statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings that subsequently may be prescribed by any federal, state or local governmental authority

¹⁴ *Triennial Review Order* at paragraph 703.

having appropriate jurisdiction. Except as otherwise expressly provided herein, such subsequently prescribed statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings will be deemed to automatically supersede any conflicting terms and conditions of this Agreement. In addition, subject to the requirements and limitations set forth in Section 1.3, to the extent required or reasonably necessary, the Parties shall modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such statute, regulation, rule, ordinance, judicial decision or administrative ruling. Should the Parties fail to agree on appropriate modification arising out of a change in law, within sixty (60) calendar days of such change in law the dispute shall be governed by Section 3 of Article II.

Verizon has made no attempt to discuss with Sprint the implications of the change in law provision as it affects the *Triennial Review Order*. Verizon should be required to address the implications of this provision as part of the negotiation of the amendment to the interconnection agreement.

D. C. Circuit Court of Appeals Decision

On March 2, 2004 the United States Court of Appeals for the District of Columbia vacated in part and reversed in part the *Triennial Review Order*.¹⁵ The implications of this decision are unclear at this time. Verizon has reserved the right to modify its positions and revise its proposed amendment.¹⁶ On Friday, March 12, 2004 Verizon filed a letter with the Commission indicating that it would file amendments, if any, to reflect the March 2, 2004 decision by the D.C. Circuit Court of Appeals by March 19, 2004. In addition, Verizon requested that parties be given 25 days to respond to its petition and any amendments based on the March 19, 2004 date.

Since Sprint has not had an opportunity to review or comment on these prospective revisions, this arbitration proceeding is premature and should be dismissed without prejudice to

¹⁵ *United States Telecom Ass'n v. FCC*, Nos. 00-1012, 00-1015, 03-1310 *et al.*

¹⁶ Petition pages 4 and 5.

the parties' right to re-file such a petition within the proper timeframes after the parties have attempted in good faith to negotiate an amendment, pursuant to the provisions of the Act, the TRO and the interconnection agreement. Sprint's comments contained herein do not take into consideration the effects of the D.C. Circuit Court decision. Due to time constraints and the complexity of the issues involved it was not possible to thoroughly review the Court's decision in order to prepare this Motion. To the extent that the Commission does not dismiss Verizon's Petition, Sprint reserves the right to respond to Verizon's Petition and any revisions made by Verizon to reflect the D.C. Circuit Court decision.

Conclusion

As set forth in this Motion, Verizon's Petition is procedurally deficient because it does not comply with the requirements of the Act, the TRO, or the provisions of the interconnection agreement that are prerequisites to filing a petition for arbitration to resolve disputed issues between carriers. In addition, Verizon's Petition is premature because the status of the TRO is uncertain due to the recent D.C. Circuit decision and because Verizon has made no effort to negotiate in good faith with Sprint to modify the existing interconnection agreement in order to implement the provisions of the *Triennial Review Order*, as required by the Act and the interconnection agreement. Therefore, Sprint respectfully requests that the Petition be dismissed, or in the alternative, dismissed with respect to Sprint. In addition, Sprint requests that the Commission order Verizon to initiate good faith negotiations with Sprint regarding the proposed TRO amendment.

Respectfully submitted this 16th day of March, 2004.



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(850) 878-0777 (fax)
susan.masterton@mail.sprint.com

ATTORNEY FOR SPRINT COMMUNICATIONS
COMPANY LIMITED PARTNERSHIP

ATTACHMENT 1

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

Petition of Verizon Florida Inc. for Arbitration of)
 an Amendment to Interconnection Agreements with)
 Competitive Local Exchange Carriers and)
 Commercial Mobile Radio Service Providers in) Docket No. 040156-TP
 Florida Pursuant to Section 252 of the)
 Communications Act of 1934, as Amended, and the)
 Triennial Review Order)

AFFIDAVIT OF JOHN S. WEYFORTH

STATE OF KANSAS)
) SS
 COUNTY OF JOHNSON)

I, John S. Weyforth, being duly sworn depose and state:

1. I am a full time employee of Sprint/United Management Services Company performing services on behalf of Sprint Communications Company L.P. ("Sprint"). My position is Manager Wholesale and Interconnection Management.
2. As part of my responsibilities I am charged with acting as the primary interface for Sprint regarding interconnection negotiations with the Verizon Incumbent Local Exchange Companies ("Verizon") under the Telecommunications Act of 1934, as amended ("Act").
3. On August 21, 2003 the Federal Communications Commission issued its *Triennial Review Order*¹. The TRO became effective on October 2, 2003. Since that time Sprint has attempted to negotiate a mutually acceptable TRO amendment to all of its interconnection agreements with Verizon. Despite many attempts to negotiate, Verizon has not responded in any meaningful manner to Sprint's attempts to reach resolution on specific issues.
4. On October 2, 2003, Sprint located Verizon's proposed TRO amendment on the Verizon wholesale website. Sprint provided a detailed redlined response to the proposed TRO

¹ Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of Section, 751 Unbundling Obligations of Incumbent Local Exchange Carriers*, 18 FCC Rcd 16978 (2003) ("*Triennial Review Order*" or "TRO"), *reversed in part and remanded, United States Telecom Ass'n v. FCC*, Nos. 00-1012, 00-1015, 03-1310 *et al.* (D.C. Cir).

amendment to Verizon on October 29, 2003 (“Sprint October Response”) via email from Shelley Jones, a Sprint employee working under my supervision. A copy of the email and the Sprint October Response are attached to this affidavit as Exhibit 1.

5. Despite repeated efforts by Sprint to resolve outstanding issues Verizon has failed to provide substantive feedback on the positions Sprint has offered for modification to the draft Verizon proposed amendment. Verizon has neither accepted nor rejected Sprint proposed modifications as set forth in the Sprint October Response despite repeated requests from Sprint for Verizon’s position on these issues.
6. Below is the chronology of calls, emails, letters and conference calls that detail Sprint’s efforts to negotiate a TRO amendment and the frustrating results that have materially affected Sprint’s business from October 2, 2003 until present. Mr. Gary Librizzi and Mr. Stephen Hughes represented Verizon as negotiators in the negotiation process. Mr. Paul Rich represented Verizon as its attorney. Mr. Joseph Cowin represented Sprint as its attorney. I have indicated below the individuals involved in the particular contacts and who they represented with a “V” for Verizon or an “S” for Sprint.

<u>Date</u>	<u>Party Initiating Contacts</u>	<u>Contact type</u>
10/02/03	From Verizon	E-Mail

Sprint received an email notification that an Industry Letter was available for viewing on its wholesale website. Once on the website Sprint found a Verizon TRO Amendment in PDF. Sprint immediately began the process of making the PDF document into a working copy where changes could be placed in the document in tracking mode and to prepare a response, using this working copy, to Verizon.

10/02/03	From Verizon	U.S. Mail
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Sprint began to receive multiple letters from various Verizon entities with a 30 day notice detailing all of the services that it would no longer provide. The letters also stated that Verizon was prepared to comply with all other provisions of the TRO subject to negotiation and execution of an appropriate amendment to the interconnection agreement. The letter also stated Verizon’s negotiation timeline.

10/07/03	From Jones (S) to Hughes (V), Librizzi (V)	E-Mail
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Ms. Jones informed Verizon that we were reviewing the TRO amendment and asked if it was Verizon’s intention to hold up other interconnection agreement amendments for line-splitting and EELs that had been requested by Sprint in August ’03 because of the TRO amendment. She received no response from Verizon.

not address any of our proposals set forth in the Sprint October Response. Nor did Verizon make any commitment to when Sprint would see a response so that negotiations could move forward. No response.

2/19/04 Weyforth (S) Librizzi (V) Call

I called to discuss why Verizon was refusing to provision a UNE Loop orders in Texas. Verizon stated that since Sprint did not have a signed TRO Amendment, they would not provision the requested services. I then asked about when we could expect to see the response to the Sprint October Response to Verizon's TRO amendment. I was told that I would receive an answer on Friday the 20th. No other response was provided.

2/20/04 Hughes (V) to Weyforth (S) Call

I was informed that Mr. Librizzi would not be able to get me the information that was promised on Friday but would do so on Monday. No response to inquiries as to when we would see a response to our redlined proposal.

2/24/04 Weyforth (S) to/from Hughes (V) Call

I called Mr. Hughes and left a voicemail about the TRO amendment and the Texas refusal to provision UNE loop orders without a signed TRO Amendment. Mr. Hughes returned the call and informed me that Verizon had filed on the 20th of February in 15 jurisdictions a consolidated arbitration petition and Sprint was named. The petition stated that Verizon was getting virtually no response from any carriers to their TRO Amendment. I again requested the status of Verizon's response to the Sprint October Response to Verizon's TRO amendment. No response was provided.

2/26/04 Librizzi (V) to Weyforth (S) Call

Mr. Librizzi returned my call to Mr. Hughes and discussed the issues that I had spoken to Mr. Hughes about. He told me that Verizon was working on the Texas orders, the TRO amendment and some other issues and would get back to me at the end of the week. No date or commitment was given for a response to the Sprint October Response to Verizon's TRO amendment.

2/27/04 Hughes (V) to Weyforth (S) Call

Mr. Hughes called to tell me that Mr. Librizzi would not be able to get me the information on the refused Texas orders, the TRO redline or another dispute. No response to date.

3/01/03 Hughes (V) to Weyforth (S) Call

Mr. Hughes called to tell me that Mr. Librizzi would have the answers to the refused Texas orders. I asked about Verizon's response to the Sprint October Response to Verizon's TRO amendment. No response.

3/02/04 Weyforth (S) to Hughes, Librizzi (V)

E-Mail

I sent an e-mail to Mr. Hughes and Mr. Librizzi requesting a complete list of where consolidated arbitrations had been filed and copies of those documents since Sprint had never been provided any notice of Verizon's actions. I brought up the fact that we would be answering the filing to show Verizon's complete lack of good faith negotiations. No response.

3/02/04 Hughes (V) to Weyforth (S)

Call

Mr. Hughes called to set up a call between Mr. Librizzi and myself to receive Verizon's answer to the refusal to provision UNE loop orders in Texas. Verizon's answer was that because Sprint had not signed the TRO amendment the orders would not be provisioned. I asked if the Verizon response to the Sprint October Response to Verizon's TRO amendment would be addressed since the refusal was being based on no signed agreement. I stated that it was unconscionable for Verizon to refuse orders based on the lack of a TRO amendment agreement since Verizon would not negotiate. No response.

3/09/04 Librizzi (V) to Weyforth (S)

E-Mail

I received an e-mail from Mr. Librizzi indicating that it was Verizon's "intent to provide a response to Sprint's proposed changes to the TRO Amendment". Mr. Librizzi also indicated that "it is Verizon's intention to provide, as part of its response to Sprint's redline, changes that have occurred to the proposed TRO Amendment since Sprint's initial download from Verizon.com of the version it redlined." Despite these statements and similar statements made by Verizon since October of 2003, Verizon has not provided a response to the Sprint October Response to the Verizon TRO amendment.

7. I was only notified of Verizon's intent to file its petition for arbitration as set forth in the above captioned matter ("Petition") on Tuesday February 24, 2004. It is my understanding that this may have been after the Petition in this proceeding had already been filed. At no time prior to this did Verizon give any indication to me of its intent to file the Petition or any urgency in finalizing negotiations.
8. On February 24th Verizon informed Sprint that it had already filed petitions in fifteen (15) states and intended to file shortly covering all thirty (30) states in which it serves.
9. To date Verizon has not accepted or rejected any of the recommended changes Sprint proposed in the Sprint October Response to Verizon's TRO amendment.

I certify that the foregoing is true and accurate to the best of my recollection and belief.

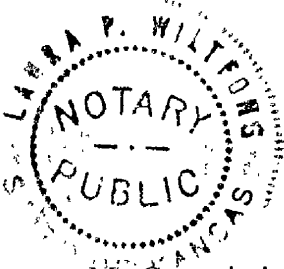
Signed: _____

John S. Weyforth

Dated: March 10, 2004

STATE OF KANSAS)
)
COUNTY OF JOHNSON) ss

Subscribed and sworn to before me, a Notary Public, this 10th day of March, 2004.



Laura P Wilfong
Notary Public

My Commission Expires:
January 23, 2007

EXHIBIT 1

-----Original Message-----

From: Jones, Shelley E [CC]
Sent: Wednesday, October 29, 2003 3:24 PM
To: stephen.c.hughes@verizon.com
Cc: gary.r.librizzi@verizon.com; Weyforth, Jack S [CC]; Cowin, Joseph P [CC]; Ross, Ken S [CC]
Subject: VZ TRO Amendment Redline

Stephen,

Attached is the Sprint redline version of Verizon's draft TRO amendment. Please review and let me know as soon as possible when we can schedule a call to discuss.

There are several references to the applications of rates and charges, however those rates were not available for review nor is it apparent how those rates will be developed and approved. Exhibit A is referenced in the amendment but it was not part of the document found on Verizon's website. If you have that Exhibit (price list) now, could you please send it to me, Jack and Joe?

Thanks,



VZ TRO Redline
10-27-03.doc

Shelley Jones
Sprint - Carrier & Interconnection Management KSOPHN0214
913-315-9388
913-315-0752 fax

AMENDMENT NO.

to the

INTERCONNECTION AGREEMENT

Between

[VERIZON LEGAL ENTITY]

and

Sprint Communications Company L.P.

This Amendment [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and Sprint Communications Company L.P., a [CORPORATION/PARTNERSHIP] with offices at [CLEC ADDRESS] Sprint, and shall be deemed effective [FOR CALIFORNIA] upon Commission approval pursuant to Section 252 of the Act (the "Amendment Effective Date").] [FOR ALL OTHER STATES: on (the "Amendment Effective Date").] Verizon and Sprint 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 or Commonwealth] of [STATE/COMMONWEALTH NAME OF AGREEMENT] (the "State"/"Commonwealth").

WITNESSETH:

NOTE: DELETE THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT HAS USED AN ADOPTION LETTER:

[WHEREAS, Verizon and Sprint are Parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 dated [INSERT DATE] (the "Agreement"); and]

NOTE: INSERT THE FOLLOWING WHEREAS SECTION ONLY IF CLEC'S AGREEMENT USED AN ADOPTION LETTER:

[WHEREAS, pursuant to an adoption letter dated [INSERT DATE OF ACTUAL ADOPTION LETTER] (the "Adoption Letter"), Sprint adopted in the [State or Commonwealth] of [STATE/COMMONWEALTH NAME], the interconnection agreement between [NAME OF UNDERLYING CLEC AGREEMENT] and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as 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, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO; and

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

1. The Parties agree that the Agreement should be amended by the addition of the rates, terms and conditions set forth in the TRO Attachment and the Pricing Appendix to the TRO Attachment attached hereto. The TRO Attachment and the Pricing Appendix to the TRO Attachment shall apply notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. 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 2.
3. 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. 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.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amendment. 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.
6. Stay or Reversal of the TRO. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT 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 [***State Commission TXT***], the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit"), and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, should the D.C. Circuit or the United States Supreme Court issue a stay of any or all of the TRO's provisions, any terms and conditions of this Amendment that relate to the stayed provisions shall be suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse

any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of either Party.

7. 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.

SIGNATURE PAGE

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

CLEC Full Name TXT~* VERIZONIF Verizon Company Full Name 2 TXT

By: _____

By: _____

Printed: Rich Morris

Printed: _____

Title: Vice-President State External Affairs Title:

TRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling"), to Sprint under the terms of this Amended Agreement only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and, (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to Sprint to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.
- 1.2 Sprint may use a UNE, a Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to ***CLEC Acronym T-AT**.

- 1.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon is required by a change in Applicable Law to provide to Sprint pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a UNE, a Combination, or Commingling that is not offered under the Amended Agreement to Sprint as of the Amendment Effective Date, the rates, terms, conditions for such UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff, or, in the absence of an applicable Verizon tariff, as mutually agreed in writing by the Parties.
- 1.4 Verizon reserves the right to argue in any proceeding before the [***State Commission TXT***], the FCC or another governmental body of competent jurisdiction that an item identified in the Agreement or this Amendment as a Network Element (a) is not a Network Element under 47 U.S.C. § 251(c)(3), (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) to provide to Sprint or (c) is an item that Verizon is not required to offer to Sprint at the rates set forth in the Amended Agreement.

2. TRO Glossary

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:

2.1 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.

2.2 Dark Fiber Transport.

An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches or wire centers, that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.3 Dedicated Transport.

A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of Sprint or a third party are not Dedicated Transport.

2.4 DS1 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 1.544 Mbps.

2.5 DS3 Dedicated Transport.

Dedicated Transport having a total digital signal speed of 44.736 Mbps.

2.6 DS1 Loop.

A digital transmission channel suitable for the transport of 1.544 Mbps digital signals that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-1 Loop requires the electronics necessary to provide the DS-1 transmission rate.

2.7 DS3 Loop.

A digital transmission channel suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS-1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS-3 Loop requires the electronics necessary to provide the DS-3 transmission rate.

2.8 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to Sprint would be used for the purpose of serving Sprint's customers using DS 1 or above capacity Loops.

2.9 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.

2.10 FTTH Loop.

A Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises.

2.11 House and Riser Cable.

A distribution facility in Verizon's network, other than in a FTTH Loop, between the minimum point of entry ("MPOE") at a multiunit premises where an end user customer is located and the Demarcation Point for such facility, that is owned and controlled by Verizon.

2.12 Hvbrid Loop.

A local Loop composed of both fiber optic cable and copper wire or cable.

2.13 Line Sharing.

The process by which Sprint 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 distribution frame (or its equivalent) in its Wire Center and the demarcation point at the end user's customer premises, and includes the high frequency portion of any inside wire (including any House and Riser Cable) owned and controlled by Verizon.

2.14 Local Switching.

The line-side, and trunk-side facilities associated with the line-side port, on a Verizon switch (as identified in the LERG) that provides local circuit switching in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).

2.15 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and that is provided to Sprint to serve Sprint's end user customers over DSO Loops.

2.16 Nonconforming Facility.

Any facility that Verizon was providing to Sprint on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of either the TRO or a subsequent nonimpairment finding issued by the [***State Commission TXT***] or the FCC. By way of example and not by way limitation, Nonconforming Facilities may include any of the following: (a) any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (c) Enterprise Switching; (d) Mass Market Switching in any market in which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) Local Switching subject to the [***State Commission TXT***] established multiline end user loop maximum. FCC's four line carve out rule, as described in Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Red 3822-31 (1999) (the "Four-Line Carve Out Rule"); (f) OCn Loops and OCn Dedicated Transport; (g) ~~the Feeder portion of a Loop~~; (h) Line Sharing; (i) an EEL That does not meet the service eligibility criteria

established in the TRO; (j) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with Sprint's purchase of use of Verizon's ~~UNE Mass Market~~ Switching; (k) Signaling that is not provisioned in connection with Sprint's purchase of use of Verizon's ~~UNE Mass Market~~ Switching; (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the [***State Commission TXT***] or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.

2.17 Packet Switching.

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, or 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.

2.18 Qualifying Service.

A telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of the incumbent LECs, including, but not limited to, local exchange service, such as plain old telephone services, and access services, such as digital subscriber line services and high-capacity circuits. Once a UNE has been provided subject to the provision of a qualifying service it is permissible to provide a non-qualifying service over the same facility pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

2.19 Route.

A transmission path between one of Verizon's wire centers or switches and another of Verizon's wire centers or switches ~~within a LATA~~. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more Verizon intermediate wire centers or switches (e.g., Verizon wire center or switch "X"). Transmission paths between identical end points (e.g., Verizon wire center or switch "A" and Verizon wire center or switch "Z") are the same "route", irrespective of whether they pass through the same intermediate Verizon wire centers or switches, if any.

2.20 Service Management Systems

Service management systems are defined as computer databases or systems not part of the public switched network that interconnect to the service control point and send to the service control point information and call processing instructions needed for a network switch to process and complete a telephone call, and provide a telecommunications

carrier with the capability of entering and storing data regarding the processing and completing of a telephone call.

2.20 Signaling Networks.

Signaling Networks includes, but areis not limited to, signaling links and signaling transfer points.

2.21 Sub-Loop for Multiunit Premises Access.

Any portion of a Loop, other than a FTTH 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.

2.22 Sub-Loop Distribution 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.

2.23 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.

3. UNE TRO Provisions

3.1 Loops.

3.1.1 Hi-Cap Loops. Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT, as of October 2, 2003:

3.1.1.1 DS1 Loops. Upon Sprint's written request, Verizon shall provide Sprint with nondiscriminatory access to a DS1 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2 DS3 Loops. Upon Sprint's written request, Verizon shall provide Sprint with nondiscriminatory access to a DS3 Loop on an unbundled basis under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51.

3.1.1.2.1 Cap on DS3 Loops. Sprint may obtain on an unbundled basis a maximum of two (2) DS-3 Loops (or two (2) DS-3 equivalents) at any single end user location. Any Loop previously

made available to Sprint at said end user location above the two (2) Loop cap shall be considered a Nonconforming Facility.

3.1.1.3 Nonimpairment. Without limiting any other rights Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Sprint with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end user location if the [***State Commission TXT***] or the FCC finds that Sprint or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to Sprint at the subject end user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding or at the end of any transition period set forth in the finding and thereafter.

3.1.2 FTTH Loops

3.1.2.1 New Builds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Sprint shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously was not served by any Verizon Loop.

3.1.2.2 Overbuilds. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Sprint shall not be entitled to obtain access to a FTTH Loop (or any segment thereof) on an unbundled basis where Verizon has deployed the subject Loop parallel to, or in replacement of, an existing copper Loop; provided, however, that if such a Loop replaces a copper Loop that Verizon has retired, and there are no other available copper Loops or Hybrid Loops, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide Sprint with nondiscriminatory access on an unbundled basis to a transmission path from Verizon's serving wire center to the demarcation point at the end user's customer premises capable of voice grade service.

3.1.3 Hybrid Loops Generally.

3.1.3.1 Packet Switching. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, Sprint shall not be entitled to obtain access to the Packet Switching Capability of any Hybrid Loop on an unbundled basis.

3.1.3.2 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when Sprint seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide Sprint with access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that

Hybrid Loop, including DS1 or DS3 capacity (but only where impairment has been found to exist), on an unbundled basis, to establish a complete transmission path between the main distribution frame (or equivalent) in the end user's serving wire center 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.

3.1.3.3 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, when Sprint 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, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or in Verizon's sole discretion, (b) provide access under the Amended Agreement, on an unbundled basis, to a 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 time division multiplexing technology.

3.1.3.4 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Sprint shall not be entitled to obtain access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.1.4 IDLC Hybrid Loops.

Notwithstanding any other provision of the Agreement, Section 3.1.3 above, or any Verizon tariff or SGAT, if [Sprint] 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, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide [Sprint] unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.

3.1.4.1 Verizon will endeavor to provide [Sprint] with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.

3.1.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of Sprint, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, Sprint shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote, (b) upon Sprint's submission of a firm construction order, an engineering work order nonrecurring charge.

and (c) construction charges, as set forth in the price quote. If the order is cancelled by Sprint after construction work has started, Sprint shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.2 Line Sharing.

Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, as of October 2, 2003:

3.2.1 Line Sharing.

3.2.1.1 New Line Sharing. Verizon shall be under no obligation to provision new Line Sharing arrangements under the Agreement or this Amendment; *provided*, however, that as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions offered by Verizon in a separate agreement that shall be subject to FCC-prescribed pricing rules.

3.2.1.2 Grandfathered Line Sharing. Any existing Line Sharing arrangement over a copper Loop or Sub-Loop in place with an end user customer of Sprint will be grandfathered at existing rates, provided Sprint began providing xDSL service to that end user customer using Line Sharing over that Loop or Sub-Loop prior to October 2, 2003, and only so long as Sprint has not ceased providing xDSL service to that end user customer at the same location over that Loop or Sub-Loop.

3.3 Sub-Loop.

3.3.1 Sub-Loop for Access to Multiunit Premises. As of October 2, 2003, all provisions in the Agreement governing Sprint 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 or in any Verizon tariff or SGAT in effect prior to October 2, 2003. Upon request by Sprint, Verizon shall provide to Sprint access to the Sub-Loop for Multiunit.

3.3.1.1 Inside Wire Sub-Loop. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by Sprint, Verizon shall provide to Sprint access to a House and Riser Cable pursuant to this Section 3.3.1.1 at the rates and charges provided in the

Agreement. Verizon shall not reserve a House and Riser Cable for Sprint. Sprint 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 Sprint must satisfy the following conditions before ordering access to a House and Riser Cable from Verizon:~~

~~3.3.1.1.1.1 Sprint 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, Sprint 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 Sprint'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 Sprint's facilities or equipment are located in a space where Verizon plans to locate its facilities or equipment.~~

~~3.3.1.1.1.4 Sprint shall identify its facilities as those of Sprint.~~

3.3.1.1.2 To provide Sprint 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 Sprint, (c) secure space for Sprint in any building, (d) secure access to any portion of a building for Sprint or (e) reserve space in any building for Sprint.

3.3.1.1.3 Verizon shall perform cutover of a Customer to Sprint 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 Sprint's facilities, and Verizon shall determine how to perform such installation. Sprint shall coordinate with Verizon to ensure that House and Riser Cable facilities are converted to Sprint in accordance with Sprint's order for such services.

3.3.1.1.4 If proper Sprint facilities are not available at the time of installation, Verizon shall bill Sprint, and Sprint shall pay to Verizon,

the Not Ready Charge set forth in the Agreement and the Parties shall establish a new cutover date.

3.3.1.1.5 Verizon shall perform all installation work on Verizon equipment in connection with Sprint's use of Verizon's House and Riser Cable. All Sprint equipment connected to a House and Riser Cable shall comply with applicable industry standards.

3.3.1.1.6 Verizon shall repair and maintain a House and Riser Cable at the request of Sprint. Sprint 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) Sprint reports to Verizon a Customer trouble, (b) Sprint 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 Sprint shall pay Verizon the charge set forth in the Agreement for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by Sprint is not available at the appointed time. If as the result of Sprint instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in the Agreement will be assessed per occurrence to Sprint by Verizon. If as the result of Sprint instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in the Agreement will be assessed per occurrence to Sprint by Verizon.

3.3.1.2 Single Point of Interconnection. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon request by Sprint and provided that the conditions set forth in Subsections 3.3.1.2.1 and 3.3.1.2.2 are satisfied, the Parties shall negotiate in good faith an amendment to the Amended Agreement memorializing the terms, conditions and rates under which Verizon will provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers:

3.3.1.2.1 Verizon has distribution facilities to the multiunit premises, and either owns and controls, or leases, the House and Riser Cable at the multiunit premises; and

3.3.1.2.2 Sprint certifies that it will place an order for access to an unbundled Sub-Loop network element under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 via the newly provided single point of interconnection.

3.3.2 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site specific request, Sprint may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. 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 Unbundled Local Circuit Switching.

3.4.1 General Requirements. Verizon shall provide Mass Market Switching to Sprint under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of October 2, 2003, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to Sprint, and any Local Switching or Tandem Switching previously made available to Sprint shall be considered a Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four-Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date, subject to the [***State Commission TXT***] established multiline end user loop maximum.

3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide Sprint with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the [***State Commission TXT***] has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

3.4.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling, and Call-related Databases and Service Managemenet Systems under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Specifically, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003, Verizon shall provide Signaling and Call-Related Databases only in conjunction the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to Sprint under the Amended Agreement; provided, however, that Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Where Local Switching or Tandem

Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Nonconforming Facility, the associated Signaling facility or Call-Related Database associated with that Local Switching or Tandem Switching facility shall also be subject to the same transitional provisions in Section 3.8 (except for the 911 and E911 Call-Related Databases, as noted above).

3.5 Unbundled Interoffice Facilities.

3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of October 2, 2003: (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to Sprint only if Sprint obtains access to the subject facility in order to provide a "Qualifying Service" on a common carrier basis.

3.5.2 Dedicated Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:

3.5.2.1 Upon Sprint's written request, Verizon shall provide Sprint with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of Sprint or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport. Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the Nonconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.

3.5.2.2 Cap on Dedicated Transport. Sprint may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3-equivalents, e.g. 336 DS1s) on any single Route on which unbundled transport is otherwise available. Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a Nonconforming Facility.

3.5.2.3 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Sprint with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to Sprint the subject Route(s) shall be considered Nonconforming Facilities immediately on the

effective date of the nonimpairment finding or at the end of any transition period set forth in the finding and thereafter.

3.5.3 Dark Fiber Transport. On or after October 2, 2003, notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51:

3.5.3.1 Upon Sprint's written request, Verizon shall provide Sprint with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt, Dark Fiber Transport does not include a dark fiber facility between (a) a Verizon switch or wire center and (b) a switch or wire center of Sprint or any third party, and subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing such Nonconforming Facility under the Amended Agreement.

3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing Sprint with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to Sprint on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding or at the end of any transition period set forth in the finding.

3.6 Commingling and Combinations.

3.6.1 Commingling. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but subject to the conditions set forth in the following section, Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under an Verizon LINE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling restrictions are prohibited by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of Sprint, perform the functions necessary to commingle Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying 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 a nonrecurring charge will apply for each LINE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. ~~This charge is intended to offset Verizon's costs of~~

~~implementing and managing commingled arrangements.~~ "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon's performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere, but Verizon's performance will conform at parity with how it provisions like services to its own customers, itself, and to its affiliates.

3.6.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT to the contrary:

3.6.2.1 Verizon shall not be obligated to provide:

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

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

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

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

3.6.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service, unless and until Sprint: (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. Sprint must remain in compliance with said service eligibility criteria for so long as Sprint continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the 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 existing circuits, the CLEC must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be Nonconforming Circuits.

3.6.2.2 Each written certification to be provided by Sprint pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1

equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

3.6.2.3 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.

3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.

3.6.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.

3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.

3.6.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit Sprint's compliance in all material respects with the service eligibility criteria applicable to 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. To the extent the independent auditor's report concludes that Sprint failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then Sprint must convert all noncompliant circuits to the appropriate service, true up any different in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm Sprint's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then Sprint shall provide to the independent auditor for its verification a statement of Sprint's out-of-pocket costs of

complying with any requests of the independent auditor, and Verizon shall then reimburse sprint for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. sprint 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.

3.7 Routine Network Modifications.

3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall make all such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by Sprint to the Loop, Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. ~~Where facilities are unavailable, Verizon will not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of Sprint. Routine network modifications applicable to Loops or Transport 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; 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 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 Sprint 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 the installation of new aerial or buried cable for a requesting telecommunications carrier, or the placement of new cable.~~

3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere but Verizon's performance will conform at parity with how it provisions like services to its own customers, itself, and to its affiliates.

3.8 Transitional Provisions for Nonconforming Facilities.

3.8.1 Nonconforming Facilities- Switching. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon and Sprint will abide by the following transitional procedures with respect to Mass Market Switching and Enterprise Switching:

3.8.1.1 Mass Market Switching. Upon a finding by the [***State Commission TXT***] that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the [***State Commission TXT***]'s order finding no impairment in a particular market or markets, Sprint shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon under separate agreement, or to Sprint's own or a third party's facilities, in accordance with the following schedule: (a) during month 13, Sprint must submit orders to migrate one-third of its embedded base of end user customers; (b) during month 20, Sprint must submit orders to migrate one-half of the remaining embedded base of end user customers; and (c) during month 27, Sprint must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the [***State Commission TXT***] shall not be included in the embedded base.

3.8.1.2 Enterprise Switching. Verizon will provide Sprint with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to Sprint. Verizon agrees to continue provisioning Enterprise Switching to Sprint under the terms of the Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, Sprint shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon under separate agreement, or to Sprint's own or a third party's facilities.

3.8.2 Other Nonconforming Facilities. With respect to any Nonconforming Facility not addressed in Section 3.8.1 above, Verizon will notify Sprint in writing as to any particular unbundled facility previously made available to Sprint that is or becomes a Nonconforming Facility, as defined herein. The Parties acknowledge that such notice was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities. During a transitional period of thirty (30) days from the date of such notice, Verizon agrees to continue providing the Nonconforming Facilities addressed in the subject notice(s) to Sprint under the terms of the Agreement. At the end of that thirty (30) day period, unless Sprint has submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Nonconforming Facility, Verizon shall convert the subject Nonconforming Facilities to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as Verizon and Sprint may agree upon (e.g., a separate agreement at market-based rates or resale); provided, however, that where there is no analogous access service, if Sprint and Verizon have failed to reach agreement as to a substitute service within such thirty (30) day period, then Verizon

may disconnect the Nonconforming Facilities; and provided, further, that with respect to any dark fiber facility that, pursuant to the terms of this Amendment, is (or becomes) a Nonconforming Facility, the transition period shall be ninety (90) days from the date of the aforementioned notice; and provided further, that unless the parties have been able to negotiate a suitable transitional services agreement for such dark fiber facilities within that ninety (90) day period, Verizon shall no longer be obligated to provide the Nonconforming Facility in question to Sprint. Where the Nonconforming Facilities are converted to an analogous access service, Verizon shall provide such access services at the month-to-month rates, and in accordance with the terms and conditions, of Verizon's applicable access tariff, with the effective bill date being the first day following the thirty (30) day notice period. Sprint shall pay all applicable termination charges, if any, for any Nonconforming Facilities that Sprint requests Verizon to disconnect, or that Verizon disconnects as a result of the Parties' failure to reach agreement on a substitute service.

Pricing Attachment to the TRO Amendment

1. General

1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Appendix A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Appendix A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify Sprint in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill Sprint, and Sprint shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to Sprint pursuant to this Section 1.2 shall be deemed to be a part of Appendix A of this Pricing Attachment immediately after Verizon sends such notice to Sprint and thereafter.

- 1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the [***State Commission TXT***] or the FCC (including, but not limited to, in a tariff that has been filed with the [***State Commission TXT***] or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.
- 1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

Exhibit A

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. P-19, SUB 477

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

<p style="text-align:center">In the Matter of</p> <p>Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers</p>	<p>)))</p>	<p>ORDER CONTINUING PROCEEDING INDEFINITELY</p>
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BY THE COMMISSION: On February 20, 2004, Verizon South, Inc. filed for arbitration “of an Amendment to Interconnection Agreements with Competing Local Providers [CLPs] and Commercial Mobile Radio Service Providers [CMRS providers] in North Carolina” pursuant to Section 252 of the Telecommunications Act and the *Triennial Review Order* (TRO). As such, this consolidated arbitration petition involves nearly 70 CLPs and CMRS providers. Verizon is proposing an amendment to its interconnection agreements implementing changes in its network unbundling obligations pursuant to the TRO. More particularly, the petition was filed pursuant to the transition process that the FCC established in the TRO in Paragraphs 700 through 706. For the purposes herein, the term “CLPs” refers to both CLPs and CMRS providers.

Verizon explained that the FCC had provided that incumbent local exchange companies (ILECs) and CLPs must use the Section 252(b) “timetable for modification” of agreements; and, for the purposes of the negotiation and arbitration timetable, “negotiations [are] deemed to commence on the effective date” of the TRO, which was October 2, 2003. Verizon said the negotiations between itself and the CLPs in fact commenced on that date, because on October 2, 2003, Verizon sent a letter to each CLP initiating negotiations and proposing a draft amendment to implement the FCC’s rules. This means that the window for requests for arbitration is from February 14, 2004, to March 11, 2004. A ruling would need to be made by the Commission on or about July 2, 2004.

Verizon reported that, since the October 2, 2003 notice, some CLPs have signed Verizon’s draft amendment, without substantive changes; but, of the remaining CLPs in North Carolina, virtually none provided a timely response to Verizon. The majority of substantive responses have come in only lately. Some responses constitute a virtual wholesale rejection of the amendment.

Verizon, of course, noted the pendency of appeals before the D.C. Circuit and the other filings for reconsideration pending before the FCC. Verizon is filing this petition now, based on current federal law.

WHEREUPON, the Commission reaches the following

CONCLUSIONS

After careful consideration, the Commission concludes that good cause exists to continue this proceeding indefinitely pending further order and advise Verizon that it may avail itself of the provisions of Section 252(e)(5), wherein the arbitration may be referred to the FCC.

The reasons for these recommendations are several-fold:

First, the changes sought by Verizon appear to be of similar subject matter to those which are subject to the Commission's TRO proceeding. As such, this "consolidated arbitration" approximates a parallel TRO proceeding. This is a waste of everybody's time. It is especially so since Verizon informed this Commission on Halloween Day, 2003 that it would not actively participate in the TRO dockets, while reserving "its right to challenge these determinations at a later time." It also stated its belief that the FCC's TRO rules were "in direct conflict with the 1996 Telecommunications Act." This is strange considering that Verizon purports to desire the swift implementation of the FCC's rules in the context of its arbitration petition. The Commission does not have the resources or the inclination to conduct *two* TRO proceedings simultaneously.

Second, as alluded to by Verizon in its filing, the FCC rules are under challenge on many fronts. It makes no sense to begin an arbitration where the underlying rules may be changed in midstream.

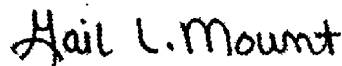
Third, Verizon did not comply with the Commission's arbitration procedural rules. It did not include prefiled testimony or seek waiver of same. It included no matrix summary. The petition did not appear to be signed by North Carolina counsel as required by our rules.

IT IS, THEREFORE, SO ORDERED.

ISSUED BY ORDER OF THE COMMISSION.

This the 3rd day of March, 2004.

NORTH CAROLINA UTILITIES COMMISSION



Gail L. Mount, Deputy Clerk

COMMISSIONERS

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GREGORY V. CARMEAN
EXECUTIVE DIRECTOR

March 15, 2004

David A. Hill, Esquire
Vice President & General Counsel
1 East Pratt Street, 8E/MS06
Baltimore, Maryland 21202

Re: Verizon Maryland Petition for Arbitration of an Amendment to Interconnection Agreements with Competitive Local Exchange Carriers and Commercial Mobile Radio Service Providers in Maryland Pursuant to Section 252 of the Communications Act, as Amended, and the Triennial Review Order

Dear Mr. Hill:

On February 20, 2004, Verizon Maryland Inc. ("Verizon") filed the above-referenced Petition requesting that the Commission initiate a consolidated arbitration proceeding to amend the interconnection agreements between Verizon and each of the Competitive Local Exchange Carrier ("CLECs") and applicable Commercial Mobile Radio Service ("CMRS") providers in Maryland, in light of the Federal Communications Commission's ("FCC's") changes to its network unbundling rules in its *Triennial Review Order ("TRO")*¹. In accordance with the Telecommunications Act of 1996² ("the Act"), responses to Verizon's Petition are to be filed with the Commission by March 16, 2004. On March 11, 2004, Verizon requested that the Commission hold the Petition for Arbitration in abeyance until March 19, 2004.

Since Verizon's initial filing on February 20, 2004, the status of the *TRO* has been cast into a state of flux. On March 2, 2004, the United States Court of Appeals for the District of Columbia Circuit issued an Opinion³ pertaining to the *Triennial Review Order*. In its Opinion, the Court vacated and/or remanded various portions of the *TRO*. As a result of the Court's action, the Commission believes that Verizon's Petition for Arbitration is premature, as the status of the law it seeks to use as a trigger for its change of law provision is unclear. Based upon this procedural uncertainty, the Commission hereby rejects Verizon's Petition, without prejudice.

¹ *In the Matters of the Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advances Telecommunications Capability*, Report and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, FCC 03-36 (rel. Aug. 21, 2003). ("TRO").

² 47 U.S.C. 251 et seq.

³ *United States Telecom Association v. FCC*, No. 00-1012, 2004 U.S. App. LEXIS 3960 (D.C. Cir. Mar. 2, 2004)
WILLIAM DONALD SCHAEFER TOWER • 6 ST. PAUL STREET • BALTIMORE, MARYLAND 21202-6806

Mr. David A. Hill, Esquire
March 15, 2004
Page 2

Additionally, in light of the Commission's rejection of Verizon's Petition, it is unnecessary to grant the extension requested by Verizon on March 11, 2004.

By Direction of the Commission,

Felecia L. Greer
Executive Secretary

cc: Verizon Exhibit 1 - Service List

FLG:lvs