

ORIGINAL



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October 4, 2004

BY HAND DELIVERY

Ms. Blanca Bayó, Director
The Commission Clerk and Administrative Services
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

COMMISSION
CLERK
OCT - 4 PM 4:43
D-FPSC

Re: Docket No. 040156-TP

Dear Ms. Bayó:

Enclosed for filing are an original and 15 copies of AT&T 's Answer to Verizon Florida's Petition for Arbitration in the above-referenced docket.

Please acknowledge receipt of this letter by stamping the extra copy of this letter "filed" and returning to me. Thank you for your assistance with this filing.

Sincerely yours,

Tracy W. Hatch

- CMP _____
- COM 5
- CTR TWH/las
- ECR Enclosure
- GCL cc: Parties of Record
- OPC _____
- MMS _____
- RCA _____
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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

10666 OCT-4 04

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Re: Petition for Arbitration of Amendment)
to Interconnection Agreements With Certain)
Competitive Local Exchange Carriers and)
Commercial Mobile Radio Service Providers)
in Florida by Verizon Florida Inc.)

Docket No. 040156-TP

Filed: October 4, 2004

**AT&T'S ANSWER TO
VERIZON FLORIDA'S PETITION FOR ARBITRATION**

AT&T Communications of the Southern States, LLC and TCG South Florida, (collectively "AT&T")¹ hereby respond to Verizon Florida, Inc.'s Petition for Arbitration ("Petition"), filed September 9, 2004, to initiate an arbitration proceeding to amend the interconnection agreement between AT&T and Verizon Florida, Inc. ("Verizon") in light of the Federal Communications Commission's ("FCC's") Triennial Review Order ("TRO") and the DC Circuit's TRO remand ("USTA II").² Verizon's petition is premature and its proposed amendment is deficient in several respects. Further, Verizon's list of issues is both incomplete and inaccurate. As a result, Verizon's petition and its proposed amendment should be rejected.

¹ AT&T's current affiliate TCG South Florida ("TCG") has previously negotiated interconnection agreements with Verizon. AT&T and TCG have negotiated, and each requests the Commission to arbitrate, for each separate entity the issues presented in AT&T's TRO Amendment. As separate entities, AT&T and TCG are each entitled to a separate interconnection agreement with Verizon. Moreover, such separate interconnection agreements are operationally important, as AT&T and TCG each, to a great degree, operate and manage their own respective networks and require separate rights of interconnection.

² *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, *Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, "Report And Order And Order On Remand And Further Notice Of Proposed Rulemaking," No. FCC 03-36, released August 21, 2003 ("TRO"), vacated in part and remanded, *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. Mar. 2, 2004) (USTA II).

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I. VERIZON'S PETITION IS PREMATURE

Verizon has presented its Petition referencing the TRO, USTA II and in particular, Section 252 of the Telecommunications Act of 1996 ("the Act"). Pursuant to Section 252(b)(1) of the Act, parties have 160 days to negotiate terms for an interconnection agreement. If no agreement is reached, then a party may file a petition for arbitration between the 135th and the 160th days to have a state commission establish the terms of an interconnection agreement under which the parties will operate. Verizon's actions in its petition turn the Section 252 arbitration process on its head. Instead of negotiating for a reasonable period of time to seek agreement or at least narrow the issues subject to arbitration, Verizon filed its petition first, arbitrarily set an unreasonably short period for negotiations of only those issues that it wishes to have decided without prior input from or negotiation with AT&T. Verizon's attempts to unreasonably truncate the arbitration process and force a quick resolution of only Verizon's issues should not be countenanced by this Commission. A reasonable period of time to negotiate all the issues, both Verizon's and AT&T's, must be allowed before resorting to arbitration litigation.

AT&T proposes a negotiation period of at least 90 days from the filing of this Answer as a reasonable negotiation period. This will allow the parties to identify and attempt to resolve all the relevant issues stemming from the TRO and the FCC's Interim Rules. To do as Verizon requests makes a mockery of the notion of an opportunity for good faith negotiations and ultimately would be wasteful of Commission's and the parties' resources.

II. VERIZON'S ISSUES LIST IS INCOMPLETE

Verizon's issues list attached to its Petition is at best incomplete. The issues list does not contain all the issues that stem from the TRO that should be incorporated into current interconnections agreements. Verizon's list appears to be those issues that are dear to Verizon and excludes the issues that AT&T believes must also be addressed and resolved. Verizon's amendment as well as its issues list ignores obligations placed on Verizon and by the TRO, and it fails to grapple with critical issues discussed in the TRO such as batch hot cuts, line splitting, line conditioning, commingling, EELs, and provisions for transition away from UNE-P. Moreover, there is an absence of any reasonable transition period for all the changes that may be made to accommodate the TRO and the FCC's Interim Rules. In contrast to Verizon's, AT&T's proposed TRO amendment submitted to Verizon in response to its petition, shows how incomplete and inaccurate Verizon's proposed issues list is. The AT&T amendment is attached as Exhibit 1. Also attached, as Exhibit 2 is AT&T's proposed issues list.³ Even a cursory review of AT&T's amendment and issues list shows that the scope of the instant proceeding is far greater than the limited "only a few legal issues" portrayed in Verizon's Petition.

III. THE COMMISSION MUST HEAR ALL TRO-RELATED ISSUES

The Commission is obliged to hear and determine all *TRO*-related arbitration issues raised by AT&T under the arbitration framework devised by the FCC. In the *TRO*,

³ AT&T's proposed TRO Amendment incorporates provisions resulting from the FCC's Interim Rules, but the Issues List does not. The Parties are continuing negotiation of their respective documents with respect to the Interim Rules, and currently have meetings scheduled through October 15. Only after the negotiation process is completed can the Parties know what the issues will be. Thus, the attached issues list will need to be updated once those negotiations conclude.

the FCC directed all carriers to go forth and negotiate amendments to their ICAs to reflect *all* of the policy changes effected by the *TRO*. Verizon's September 9, 2004 Petition did not even begin to fulfill that mandate. The FCC made clear that Verizon and the CLECs with which it has ICAs must negotiate, and if necessary arbitrate, changes in terms and conditions that arise from the *TRO*:

Finally, we reiterate that section 251(c) imposes a good faith negotiation requirement that applies to both incumbent LECs and competitive LECs. . . . we . . . admonish all parties to avoid gamesmanship and behavior that may reasonably lead to a finding of bad faith. For example, parties may not refuse to negotiate any subset of the rules we adopt herein. Once the rules established herein are effective, and any applicable change of law process has been triggered, a party's refusal to negotiate (or actions that would otherwise delay unnecessarily the resolution of) any single issue may be deemed a violation of section 251(c)(1).⁴

As the *TRO* passage makes clear, the obligation to negotiate was placed upon both ILECs and CLECs and neither party to an ICA may refuse to negotiate any subset of issues. Verizon's Petition for Arbitration raised only a select group of issues that Verizon wanted to negotiate, but far less than all of the issues that arose from the *TRO*⁵. Verizon is thus obliged to negotiate *TRO*-related issues advanced by AT&T, even if Verizon itself no longer advances any such issues on its own behalf. All the issues advanced by both parties should be heard together in the same proceeding.

IV. VERIZON'S SCHEDULE IS NOT FEASIBLE

⁴ *TRO* ¶706 (emphasis supplied).

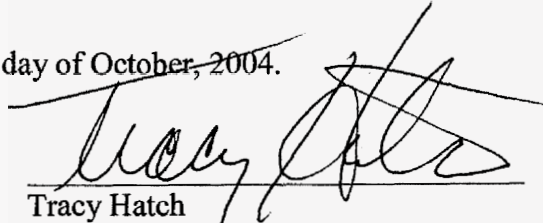
⁵ Verizon has bifurcated the current negotiations into two sets of issues: those that are favorable to VZ, which they argue should be heard in a separate proceeding first, and those issues more favorable to the CLECs, which they argue should be heard in a separate proceeding later.

The schedule for this proceeding advocated by Verizon is woefully inadequate to seek any reasonable determination from the Commission. As shown above, there are more issues to be addressed than are found in Verizon's Petition and they are not all simply legal issues subject to mere briefing. Narrowing the number and scope of the issues requires time for negotiations. After the 90-day period for negotiations has concluded, if no agreement can be reached, then the parties and the Commission can assess the appropriate vehicle as well as a meaningful schedule for resolution of any remaining open issues.

V. CONCLUSION

Based on the foregoing, AT&T respectfully requests the Commission to reject Verizon's Petition and its proposed TRO amendment and provide an additional 90 days to allow negotiations on all relevant issues stemming from the TRO. For those issues not resolved by agreement, the Commission may establish a reasonable procedural schedule based on all the issues remaining to be resolved.

Respectfully submitted this the 4th day of October, 2004.



Tracy Hatch
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States, LLC
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AMENDMENT NO. ___
to the
INTERCONNECTION AGREEMENT
between
[VERIZON LEGAL ENTITY]
and
[AT&T LEGAL ENTITY]

This Amendment No. [NUMBER] (the "Amendment") is made by and between Verizon [LEGAL ENTITY] ("Verizon"), a [STATE OF INCORPORATION] corporation with offices at [VERIZON STATE ADDRESS], and AT&T [LEGAL ENTITY], a [STATE OF INCORPORATION] corporation with offices at 32 Avenue of the Americas, New York, New York 10013 ("AT&T"), and shall become effective on _____ (the "Amendment Effective Date"). Verizon and AT&T are hereinafter referred to collectively as the "Parties" and individually as a "Party".

WITNESSETH:

[DELETE

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

[INSERT THE FOLLOWING WHEREAS ONLY IF AGREEMENT HAS USED AN ADOPTION LETTER]

WHEREAS, pursuant to an adoption letter dated [DATE] (the "Adoption Letter"), AT&T adopted in the [STATE], the interconnection agreement between [NAME OF UNDERLYING 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, on March 2, 2004, the U.S. Circuit Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision, which became effective on June 15, 2004, affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

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

WHEREAS, pursuant to Section 252(a)(1) of the [NOTE: IF AGREEMENT IS AN ADOPTION, REPLACE "Act" WITH: "the Communications Act of 1934, as amended (the "Act")] Act, the Parties wish to amend the Agreement in order to give contractual effect to the provisions of the TRO and the Interim Order as set forth herein; and

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

1. Scope of Amendment. The Parties agree that the Agreement should be amended by the addition of the terms and conditions set forth herein, in the TRO Attachment and any exhibits thereto ("collectively referred to as "Amendment"). The TRO Attachment (including Exhibits A, B, and C) are hereby incorporated by reference into this Amendment. The Amendment shall apply notwithstanding any other provision of a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT") unless AT&T, at AT&T's option, orders from a Verizon tariff or SGAT. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement."
2. Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement only 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. Rights of Parties. Notwithstanding any contrary provision in the Agreement, this Amendment, or in any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit the Parties' rights to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Commission, the FCC, any court or any other governmental authority related to, concerning, or that may affect either Party's obligations or rights under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
6. STATE TRO Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the Commission's decisions resulting from its TRO proceedings. Any such decisions that materially affect any material terms of the Amended Agreement shall be considered a change in law and shall be subject to the change in law provisions of the Amended Agreement, if any.

SIGNATURE PAGE

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

AT&T [AT&T Company Full Name]

VERIZON [Verizon Company Full Name]

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

- .

TRO Attachment

1. General Conditions

- 1.1 Notwithstanding any other provision of the Agreement, this Amendment, the Amended Agreement, or any Verizon tariff or SGAT, and subject to the change of law provisions of this Amended Agreement and all other relevant provisions of this Amended Agreement, 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 AT&T under the terms of this Amended Agreement pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law as it exists at the time this Amendment is entered into.
- 1.2 AT&T reserves the right to argue in any proceeding before the Commission, the FCC or another governmental body of competent jurisdiction that an item not identified in the Agreement, this Amendment, or any Verizon tariff or SGAT (a) is a Network Element under 47 U.S.C. Sec. 251(c)(3) or other Applicable Law, (b) is a Network Element Verizon is required to provide by 47 U.S.C. Sec. 251(c)(3) or other Applicable Law to AT&T, or (c) is an item that Verizon is required to offer to AT&T at the rates set forth in the Amended Agreement. Verizon reserves the right to argue in any proceeding before the Commission, 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) or other Applicable Law, (b) is not a Network Element Verizon is required by 47 U.S.C. § 251(c)(3) or other Applicable Law to provide to AT&T, or (c) is an item that Verizon is not required to offer to AT&T at the rates set forth in the Amended Agreement.

2. Definitions

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:

2.0 Applicable Law.

All laws, rules and regulations, including, but not limited to, the Act (including but not limited to 47 U.S.C. 251 and 47 U.S.C. 271), effective rules, regulations, decisions and orders of the FCC and the Commission, and all orders and decisions of courts of competent jurisdiction.

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. Circuit Switch.

A device that performs, or has the capability of performing switching via circuit technology. The features, functions, and capabilities of the switch include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks.

2.3 Combination.

The provision of unbundled Network Elements in combination with each other, including, but not limited to, the Loop and Switching Combinations and Shared Transport Combination (also known as Network Element Platform or UNE-P) and the Combination of Loops and Dedicated Transport (also known as an EEL).

2.4 Commingling.

The connecting, attaching or otherwise linking of a Network Element, or a Combination of Network Elements, to one or more facilities or services that AT&T has obtained at wholesale from Verizon pursuant to any other method other than unbundling under Section 251(c)(3) of the Act, or the combining of a Network Element, or a Combination of Network Elements, with one or more such facilities or services. "Commingling" means the act of Commingling.

2.5 Dark Fiber Loops and Dark Fiber Transport.

Dark Fiber Loops and Dark Fiber Transport shall be as defined in FCC Rule 51.319. Without limiting the foregoing, such facilities include the physical transmission media (e.g., optical fiber) which are "in place" or can be made spare and continuous via routine network modifications in Verizon's network, but are not being used to provide service, and which Verizon shall provide on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Dark Fiber is fiber within an

existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services. It also includes strands of optical fiber existing in aerial, buried, or underground cables which may have lightwave repeater (regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no attached line terminating, multiplexing, or aggregation electronics. Types of Dark Fiber UNEs include:

- A) Dark Fiber Loops -- As defined above, and providing fiber connectivity between a wire center and the network demarcation point at a customer premises, and
- B) Dark Fiber Transport -- As defined above, and providing fiber connectivity between Verizon switches or wire centers (including Verizon switching equipment located at AT&T's premises).

2.6 Declassified Network Elements.

Any facility that Verizon was obligated to provide to AT&T on an unbundled basis pursuant to Applicable Law, the Agreement or a Verizon tariff or SGAT, but which, except as otherwise provided in Section 3.9 below, 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. Unless there is a finding of impairment by the FCC or the Commission, Declassified Network Elements include the following: (a) Enterprise Switching; (b) OCn Loops and OCn Dedicated Transport; (c) the Feeder portion of a Loop as a stand-alone UNE; and (d) Packet Switching.

2.7 Dedicated Transport.

A transmission facility between Verizon switches or wire centers, (including Verizon switching equipment located at AT&T's premises), 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), 47 C.F.R. Part 51 or other Applicable Law.

2.8 DS1 Dedicated Transport.

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

2.9 DS3 Dedicated Transport.

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

2.10 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), 47 C.F.R. Part 51 or other Applicable Law. A DS1 Loop includes the electronics necessary to provide the DS1 transmission rate.

2.11 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 DS1 channels) that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. A DS3 Loop includes the electronics necessary to provide the DS3 transmission rate.

2.12 Enterprise Switching.

Local Switching or Tandem Switching that, if provided to AT&T, would be used for the purpose of serving AT&T's customers using DS1 or above capacity Loops.

2.13 Feeder.

The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal (if present) or feeder/distribution interface (if no remote terminal is present).

2.14 FTTH Loop.

A mass market Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in a wire center and the demarcation point at the end user's customer premises. FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").

2.15 Hot Cut.

The transfer of a loop from one carrier's switch to another carrier's switch; or from one service provider to another service provider.

2.16 Hybrid Loop.

Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB.

2.17 Inside Wire Subloop.

As set forth in FCC Rule 51.319(b), a Verizon-owned or controlled distribution facility in Verizon's network 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.

2.18 Line Conditioning.

The removal from a copper loop or copper Subloop of any device that could diminish the capability of the loop or Subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Such devices include, but are not limited to, bridge taps, load coils, low pass filters, and range extenders.

2.19 Line Sharing.

The process by which AT&T is providing 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 Inside Wire Subloop) owned or controlled by Verizon.

2.20 Line Splitting.

The process in which one competitive LEC provides narrowband voice service over the low frequency portion of a copper loop and a second competitive LEC provides digital subscriber line service over the high frequency portion of that same loop

2.21 Local Circuit Switching.

Local Circuit Switching is a function provided by a Circuit Switch or Packet Switch and encompasses all line-side and trunk-side facilities, plus the features, functions, and capabilities of the Circuit Switch or their equivalent. Local circuit switching includes all vertical features that the switch is capable of providing, including customer calling, custom local area signaling services features, and Centrex, as well as any technically feasible customized routing functions. Specifically, this includes the line-side and trunk-side facilities associated with the line-side port on a circuit switch in Verizon's network, plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including, but not limited to, (a) the line-side Port (including but not limited to 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 but not limited to all vertical features and line blocking options that 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 but not limited to the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including but not limited to the connection between the trunk termination and a trunk card).

2.22 Loop Distribution.

The portion of a Loop in Verizon's network that is between the point of demarcation at an end user customer premises and Verizon's feeder/distribution interface. It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.23 Mass Market Switching.

Local Switching or Tandem Switching that Verizon offers on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, and that is provided to AT&T to serve AT&T's end user customers over DS0 Loops.

2.24 Packet Switch.

A network device that performs switching functions primarily via packet technologies. Such a device may also provide other network functions (e.g., Circuit Switching). Circuit Switching, even if performed by a Packet Switch, is a network element that Verizon is obligated to provide on an Unbundled Network Element basis.

2.25 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).

2.26 Route.

For purposes of FCC Rule 51.319 (e)(1) through (e)(5), 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.

2.27 Routine Network Modifications.

Routine Network Modifications are those prospective or reactive activities that Verizon is required to perform for AT&T and that are of the type that Verizon regularly undertakes when establishing or maintaining network connectivity for its own retail customers.

2.28 Signaling.

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

2.29 Subloop for Multiunit Premises Access.

Any portion of a Loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. For access to copper Subloops, it is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Subloop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subloop at a splice.

2.30 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.

2.31 UNE-P.

UNE-P consists of a leased combination of the loop, local switching, and shared transport UNEs.

3. UNE TRO/FCC Interim Rules Provisions

- 3.1 During the Interim Period, Verizon shall provide Network Elements consistent with the rates, terms and conditions of this Amendment and shall not make any unilateral changes to (including any discontinuances of) its offering of Network Elements. Consistent with the Interim Order Verizon shall provide to AT&T access to mass market local circuit switching, and associated shared transport, DS1, DS3 and dark fiber loops and DS1, DS3 and dark fiber dedicated transport on all the same terms, conditions and rates in effect between Verizon and AT&T as of June 15, 2004 as set forth in [**CITE the interconnection agreement between the Parties as of June 15, 2004**] the "Interim Period Agreement" for the period described in Section 3.1.2 below. The applicable provisions of the Interim Period Agreement shall include both the Network Elements sections specific to the provision of access to mass market local circuit switching, and associated shared transport, DS1, DS3 and dark fiber loops and DS1, DS3 and dark fiber dedicated transport, as well as all the sections of generally applicable Network Elements terms and conditions. These obligations apply to both existing and new Network Elements (Network Elements ordered after the effective date of this Amendment) and apply to access to such Network Elements either singly or in any combination thereof, including EELs and UNE-P, as provided by said Interim Period Agreement. Notwithstanding any other provision in the Interim Period Agreement, including any scheduled expiration of the Interim Period Agreement, that agreement shall remain effective until a replacement interconnection agreement is implemented.
- 3.1.1 The terms, conditions and rates relating to access to other Network Elements (those elements not listed in Section 3.1 above) are unaffected by the terms of the Interim Order.
- 3.1.2 Subject to the provisions set forth in Sections 3.1.8 through 3.1.13 below regarding change in law, the obligations set forth in Section 3.1 above shall remain in place from the effective date of this Amendment until the earlier of the effective date of the final unbundling rules promulgated by the FCC in CC Docket No 01-338, or six months after Federal Register publication of the Interim Order ("Interim Period"), except to the extent that the obligations, in whole or in part, have been superceded by either a voluntary negotiated agreement between AT&T and Verizon; an intervening FCC Order affecting specific unbundling obligations implemented pursuant to the change in law section, Section * , of the Interim Period Agreement ; or (with respect to rates only) a Commission order raising or reducing rates for the above listed Network Elements.
- 3.1.3 Transition Period – If not otherwise superceded as provided in Section 3.1.2 above, for six months following the end of the Interim Period (the "Transition Period"), and unless, during those six months, the FCC establishes different transition rules and/or time frames in its final rules in CC Docket 01-338; and/or in the absence of an FCC ruling that switching, and/or DS1/DS3 or dark fiber loops or DS1/DS3 or dark fiber dedicated transport must be made available pursuant to Section 251(c)(3); and/or absent any independent Commission ruling that access to such network elements must be made available pursuant to applicable federal or state law at rates different than those set forth in 3.1.4 and 3.1.5 below; Verizon may charge, on a prospective basis only, up to the following rates for AT&T's existing customer base.
- 3.1.4 For switching, Verizon's rates for switching elements when provided in combination with shared transport and loops (UNE-P) shall not exceed the higher of:
- 3.1.4.1 The TELRIC rate at which AT&T leased that combination of elements on June 15, 2004, plus one dollar; or
- 3.1.4.2 The TELRIC rate the Commission established, if any, between June 16, 2004, and six months after Federal Register publication of the Interim Order, plus one dollar.

- 3.1.5 For DS1, DS3 and dark fiber loops and dedicated transport, Verizon's rates shall not exceed
- 3.1.5.1 115% of the TELRIC rate AT&T paid for that element on June 15, 2004; or
 - 3.1.5.2 115% of the TELRIC rate the Commission establishes, if any, between June 16, 2004 and six months after Federal Register publication of the Interim Order (September 13, 2004).
- 3.1.6 Where the Transition Period takes effect and the rates set forth in Section 3.1.4 and/or 3.1.5 apply, the terms and conditions of access for these elements shall remain unchanged and shall be provided consistent with the Interim Period Agreement, as revised by this Amendment.
- 3.1.7 Absent a Commission ruling that access to the Network Elements set forth in Section 3.1 must be provided to new customers pursuant to applicable federal or state law at specific regulated rates, terms and conditions, the rates terms and conditions of access for new customers are not subject to the rate caps set forth in 3.1.4 and 3.1.5 above. For purposes of this section, new customers are customers that are acquired by AT&T on or after either the beginning of the Transition Period, or the Amendment Effective Date, whichever is later. New customers do not include AT&T's existing customers at additional locations, or existing customers for which AT&T is providing additional or expanded services or facilities on or after the effective date of this Amendment, or for customers whose connectivity is changed (e.g. technology migration, hot cut, loop reconfiguration, UNE-P to UNE-L etc) on or after the effective date of this Amendment. AT&T will provide Verizon with the information necessary to identify new customers and Verizon shall apply its rate for new customers only to those orders identified by AT&T as orders relating to new customers.
- 3.1.8 If the FCC's final rules find there is no impairment for one or more of the Network Elements set forth in Sections 3.1 and the final rules incorporate, without change, the transition terms set forth in Sections 3.1.3 – 3.1.7 above for the applicable Network Elements, and the Commission has not issued a ruling that requires Verizon to provide access to such element(s) pursuant to federal or state law at specific regulated rates, terms and conditions, different than those set forth in Section 3.1, then the transition terms and conditions set forth in Sections 3.1.3 – 3.1.7 shall apply to those elements for which there has been a finding of non-impairment upon the effective date of that FCC order.
- 3.1.9 Under no circumstances shall there be any retroactive application of price increases for any such Network Elements.
- 3.1.10 Upon expiration of the Transition Period, Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any such Network Element and the conversion of such Network Element(s) shall take place in a seamless manner without any customer disruptions or adverse affects to service quality. When a conversion of such Network Element is to an analogous access service or alternative service arrangement, Verizon shall perform such conversion on a single order and shall not assess any non-recurring charges for such conversion even if managed as a project.
- 3.1.11 If the FCC's final rules find that there is impairment for one or more of the Network Elements set forth in Section 3.1, then Verizon shall provide AT&T access to those network elements consistent with those rules upon the effective date of the rules. Pursuant to this requirement, and without limiting the foregoing, if there is a finding of impairment with respect to EELs, Verizon shall, without delay, accept and process all pending and new conversion requests for EELs. All other terms and conditions for access to any network element for which the FCC finds impairment shall continue to be governed by the terms of the Agreement as they existed on June 15, 2004.

- 3.1.12 If the FCC's final rules address issues other than the impairment issues for the Network Elements set forth in Section 3.1, or if the final rules adopt transition rules that are different than the rules set forth in Sections 3.1.3 – 3.1.7, then, the Parties shall, if a change in law has occurred, incorporate those final rules into the Agreement pursuant to the change in law provisions of Section ** of the Interim Period Agreement.
- 3.1.13 Notwithstanding any other provision of this Amended Agreement, if the Commission issues any ruling, pursuant to federal or state law, requiring access to any of the Network Elements set forth in Section 3.1 after the expiration of the Interim Period, at rates terms and conditions different than those set forth in Sections 3.1.3 – 3.1.7, Verizon shall continue to provide such access consistent with the Commission order upon the effective date of that order.
- 3.2 **Loops.** Verizon shall provide nondiscriminatory access to stand-alone local loops comprised entirely of copper wire or cable, where available. Copper loops include two-wire and four-wire analog voice-grade copper loops, digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the copper loops are in service or held as spares. The copper loop includes, at AT&T's option, attached electronics. Where AT&T is unable to take advantage of the full functionality of a 2-wire analog loop due to network configurations made by Verizon, Verizon must provide AT&T with UNE-P at TELRIC pricing.
- 3.2.1 **Hi-Cap Loops.** Notwithstanding any other provision of the Agreement or a Verizon tariff or SGAT and subject to the provisions of Section 3.1 above:
- 3.2.1.1 **DS1 Loops.** Upon AT&T's request, Verizon shall provide AT&T with nondiscriminatory access to DS1 Loops on an unbundled basis under the Amended Agreement in accordance with Section 3.1 above, and 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.
- 3.2.1.2 **DS3 Loops.** Upon AT&T's request, Verizon shall provide AT&T with nondiscriminatory access to DS3 Loops on an unbundled basis under the Amended Agreement in accordance with Section 3.1 above, 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.
- 3.2.2 **FTTH Loops and Retirement of Copper Loops.**
- 3.2.2.1 **New Builds.** Verizon shall not be required to provide nondiscriminatory access to a FTTH Loop on an unbundled basis where Verizon has deployed such a Loop to an end user's customer premises that previously has not been served by any Verizon Loop.
- 3.2.2.2 **Overbuilds.** Verizon shall not be required to provide nondiscriminatory access to a FTTH Loop on an unbundled basis when Verizon has deployed such a Loop parallel to, or in replacement of, an existing copper Loop facility, except that:
- 3.2.2.3 Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the conditions in this Section below, Verizon shall maintain the existing copper Loop connected to the particular customer premises after deploying the FTTH Loop and provide nondiscriminatory access to that copper .

Loop on an unbundled basis unless Verizon retires the copper Loop pursuant to the terms of this Section 3.2.2.3.

- 3.2.2.4 If Verizon maintains the existing copper Loop pursuant to Section 3.2.2.3 above, until AT&T requests unbundled access to the loop, and such loop is to be placed back into service, Verizon need not incur any expenses to ensure that the existing copper Loop remains capable of transmitting signals. Upon receipt of such request, Verizon shall promptly restore the copper Loop to serviceable condition (as per Section 3.2.8 below).
- 3.2.2.5 If Verizon retires the copper Loop pursuant to Section 3.2.2.7 below, it shall provide nondiscriminatory access to 64 kilobits per second transmission paths capable of voice grade service over the FTTH Loop on an unbundled basis at TELRIC pricing.
- 3.2.2.6 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.2.2.7 below.
- 3.2.2.7 For retirement of copper Loops or copper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the FCC and AT&T at least 180 calendar days before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.2.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops also apply to the retirement of copper Subloops.
- 3.2.2.8 Verizon shall not make any changes to the underlying Loop architecture without providing notice of intent to make the change and notifying AT&T at least 180 calendar days before the actual change, and unless Verizon can demonstrate, in writing, if so requested by AT&T, that the proposed change will not, in any way, reduce the transmission capability of an unbundled Loop type employed by AT&T that would be affected by the change. In addition, Verizon shall not migrate AT&T copper Loops onto other network architectures without AT&T's prior approval.
- 3.2.2.9 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of a copper Loop or copper Subloop that have met the applicable requirements of this Section 3.2.2, shall be implemented according to mutually agreeable change management procedures.
- 3.2.2.10 Verizon shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or

procedure, that disrupts or degrades AT&T's access to, or ability to tap the full capabilities of, a local loop or subloop. As such, Verizon's modification of loop plant (e.g., removing copper feeder facilities and stranding CLEC's access to distribution subloop) shall not limit or restrict AT&T's ability to access all of the loop features, functions and capabilities, including DSL capabilities, nor increase the price of any loop used by, or to be used by, AT&T. Furthermore, Verizon will not retire all or part of a copper loop facility or otherwise limit AT&T's access to copper loops unless Verizon has: (1) provided at least 180 days advance notice to AT&T of the planned modification; (2) offered alternative means for AT&T to serve affected and prospective customers with equivalent bandwidth and compatible protocol at no greater charge by Verizon had a copper loop remained available; and (3) received written acknowledgement from AT&T that the alternative is acceptable. In the event of a dispute, no change shall be implemented unless the Parties can resolve the dispute within 30 days, or, absent such resolution, the Commission approves the proposed change.

3.2.3 Hybrid Loops Generally.

3.2.3.1 Broadband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon shall provide AT&T with nondiscriminatory access under the Amended Agreement to the time division multiplexing features, functions, and capabilities of that Hybrid Loop, including DS1 or DS3 capacity (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 except for the transmission of packetized information.

3.2.3.2 Narrowband Services. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, as of the Amendment Effective Date, when AT&T 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 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon may either (a) provide nondiscriminatory access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide nondiscriminatory access under the Amended Agreement, on an unbundled basis, to an entire Hybrid Loop capable of voice-grade service (i.e., equivalent to DS0 capacity), using time division multiplexing technology. If AT&T specifies an unbundled copper loop in its order, Verizon shall provide an unbundled copper loop, using Routine Network Modifications as necessary, unless no such facility can be made available via Routine Network Modifications.

3.2.3.3 Feeder. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the provisions of Section 3.9 below, as of the Amendment Effective Date, Verizon shall not be required to

provide access to the Feeder portion of a Loop on an unbundled, standalone basis.

3.2.4 IDLC Hybrid Loops.

IDLC Hybrid Loops. Notwithstanding any other provision of the Agreement, Section 3.2.3 above, or any Verizon tariff or SGAT, as of the Amendment Effective Date, if AT&T 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) ("IDLC"), Verizon shall, pursuant to 47 U.S.C. Section 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law, provide AT&T unbundled access to a transmission path over Hybrid Loops served by IDLC systems, which shall be either through a spare copper facility or through the availability of Universal DLC systems. If neither of the aforementioned options is available, Verizon shall provide AT&T a technically feasible method of unbundled access. If AT&T specifies an unbundled copper loop in its order, Verizon shall provide an unbundled copper loop, using Routine Network Modifications as necessary, unless no such facility can be made available via Routine Network Modifications.

3.2.5 Dark Fiber Loops.

Upon AT&T's request, Verizon shall provide AT&T with nondiscriminatory access to Dark Fiber Loops on an unbundled basis under the Amended Agreement in accordance with Section 3.1 above and 47 U.S.C § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law.

3.2.6 Network Interface Device

If AT&T requests access to a Loop, Network Interface Device ("NID") functionality shall be provided with such Loop and no additional NID charge shall be included.

3.2.7 Packet-based Loops. Where Verizon deploys a packet-based loop, Verizon must provide non-discriminatory access to at least 64 kbps loop connections that have software defined paths and performance parameters, and that meet service parameters (delay, sustained cell rate, call loss and peak cell rate) suitable for common telecommunication services and IP Enabled services.

3.2.8 Verizon must provide timely access to unbundled loops (i.e., the lesser of 3 days or the standard interval offered by Verizon to its retail customers). If Verizon is unable to provide timely access to unbundled loops (including causes due to lack of efficient processes or systems) and if Verizon has established, or can establish via Routine Network Modifications, broadband connectivity to the customer premise, then Verizon must provide timely access to a broadband loop (including all of the functions, features, and capabilities of the broadband loop) until such time as access to the requested unbundled loop is completed.

3.3 Line Sharing.

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

3.3.1 Line Sharing.

3.3.1.1 **New Line Sharing.** Verizon shall provision new Line Sharing arrangements in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions prescribed by the FCC in 51.319(a)(1)(i) (B) or other Applicable Law.

3.3.1.2 **Grandfathered Line Sharing.** Any existing Line Sharing arrangement over a copper Loop or Subloop in place with an end user customer of AT&T will be grandfathered at existing rates, provided AT&T began providing xDSL service to that end user customer using Line Sharing over that Loop or Subloop prior to October 2, 2003, and only so long as AT&T, or its successor or assign, has not ceased providing xDSL service to that end user customer at the same location over that Loop or Subloop.

3.3(A) Line Splitting

(a) Verizon shall provision Line Splitting arrangements under the Amended Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at the Central Office.

(b) Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network element pursuant to Applicable Law.

(c) Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.

(d) AT&T may, at its option, utilize the LSR process to order line splitting.

3.3 (B) Line Conditioning

(a) Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.

(b) Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only. *

(c) Where AT&T seeks access to the high frequency portion of a copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in Section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop, Verizon must either:

(i) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or

(ii) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.

(d) If, after evaluating Verizon's showing under section 51.319(a)(1)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high frequency portion of the newly conditioned loop or Subloop.

3.3(C) Maintenance, Repair, and Testing.

Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Subloops.

3.4 Subloop. Verizon shall provide AT&T with nondiscriminatory access to subloops on an unbundled basis at any technically feasible point (including at fiber distribution facilities) and pursuant to Section 251(c)(3) of the Act, Section 51.319(b) of the FCC's rules, and any other Applicable Law. One type of Subloop is Inside Wire Subloop, which is defined in Section 2.17 above. The subloop element shall include any and all of the features, functions, and capabilities of the subloop, including, but not limited to: (i) loop concentration/multiplexing functionality, (ii) loop distribution, and (iii) on-premises wiring owned or controlled by Verizon. Verizon shall also provide any combination of subloop elements ordinarily combined in the Verizon network, and any pre-existing combination of subloop elements shall not be separated unless so directed by AT&T.

3.4.1 Copper Subloops. Verizon shall provide AT&T with nondiscriminatory access to a copper subloop on an unbundled basis. A copper subloop is a portion of a copper loop, or hybrid loop, comprised entirely of copper wire or

copper cable that acts as transmission facility between any point of technically feasible access, as defined in Section 3.4.2 below, and the end-user customer premises. A copper subloop also includes all intermediate devices (including repeaters and load coils) used to establish a transmission path between a point of technically feasible access and the demarcation point at the end-user customer premises, and includes the features, functions, and capabilities of the copper loop. Copper subloops include two-wire and four-wire analog subloops as well as two-wire and four-wire subloops conditioned to transmit the digital signals needed to provide digital subscriber line services, regardless of whether the subloops are in service or held as spares

- 3.4.2 Point of Technically Feasible Access. A point of technically feasible access is any point in Verizon's outside plant owned or controlled by Verizon, or is at or near a multiunit premises, where it is technically feasible for a technician to access the wire or fiber within a cable without removing a splice case to reach the wire or fiber and thereby establish connectivity. Such points include, but are not limited to, a pole or pedestal, the serving area interface, the network interface device, the minimum point of entry, any remote terminal, the single point of interconnection, the feeder/distribution interface, and cross-connection panels deployed at the customer premises. Verizon shall upon a site-specific request by AT&T, provide access to a copper subloop at a splice near a remote terminal. Within thirty (30) days from the Amendment Effective Date, Verizon shall provide AT&T with a written proposal that describes in detail commercially viable methods that allow AT&T to access subloops in accordance with the terms of the Agreement, this Amendment and Applicable Law. Within ten (10) days of receipt of such proposal but in no case later than forty (40) days from the Amendment Effective Date, the Parties shall begin to negotiate mutually agreeable terms that effectuate commercially viable methods for AT&T to access subloops. The agreed upon methods shall be implemented within thirty (30) days after the Parties reach such agreement. Should the Parties not reach agreement within ninety (90) days from the Amendment Effective Date, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement and, to the extent they exist, the expedited dispute resolution processes of such Agreement. Until these issues are resolved by the Parties, or during the pendency of any dispute resolution proceeding initiated by a Party to resolve these issues, Verizon shall, notwithstanding the terms in Section 3.1.3 above, provide AT&T with access to the full frequency/spectrum of copper/fiber Hybrid Loops.
- 3.4.3 Collocation. Access to the copper subloop shall be subject to sections 51.321 and 51.323 of the FCC's collocation rules; provided, however, no collocation requirement may be imposed by Verizon at a customer's premises when AT&T uses the same or similar space to access Inside Wire Subloops.
- 3.4.4 Access to Multiunit Premises Wiring. Verizon shall provide AT&T with nondiscriminatory access to Inside Wire Subloops for access to multiunit premises wiring on an unbundled basis regardless of the capacity or type of media (including, but not limited to copper, coax, radio and fiber) employed for the Inside Wire Subloop.
- 3.4.5 Single Point of Interconnection. Upon notification by AT&T that it requests interconnection and/or access to unbundled Inside Wire Subloops, at a multiunit premises and, if so requested by AT&T, Verizon shall provide a single point of interconnection (SPOI) that is suitable for use by multiple carriers. This obligation shall be in addition to Verizon's obligations, under section 51.319 (b) (2) of the FCC's rules, to provide nondiscriminatory access to a subloop for

access to multiunit premises wiring, including any inside wire, at any technically feasible point and in any technically feasible manner (with Verizon having the burden of demonstrating infeasibility). Unless mutual agreement is reached with respect to completion of SPOI construction, Verizon shall complete the construction of the SPOI and provide AT&T with unrestricted access thereto not more than forty-five (45) days from receipt of a request by AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees Verizon shall access all customers it serves at that location through the same SPOI. Verizon charges shall recover only total element long-run incremental cost for constructing any such SPOI. The charges for the SPOI shall be recovered in a nondiscriminatory manner from all carriers (including the portion used by Verizon) using the SPOI. If, within fifteen (15) days from Verizon's receipt of a request from AT&T to construct a SPOI, Verizon and AT&T are unable to negotiate rates, terms, and conditions under which Verizon will provide this single point of interconnection, then any issues in dispute regarding this obligation shall be resolved in state proceedings under Section 252 of the Act. Notwithstanding arbitration of the rates, if Verizon has not completed construction the SPOI and provided access to AT&T within forty-five (45) days of AT&T's request, AT&T may elect to deploy its own cross connection configuration and connect it to the existing Verizon access point with no further financial obligation to Verizon. If the Verizon SPOI is subsequently made operational and pricing resolved, then Verizon may re-terminate the AT&T cross-connections, without additional charge to AT&T provided that AT&T may obtain a mutually agreeable customer release schedule. Verizon may, at its own option and expense, deploy a multi-carrier SPOI but only if that deployment does not delay AT&T access to customers in the MTE.

- 3.4.6 Technical Feasibility. If Verizon and AT&T are unable to reach agreement through voluntary negotiations as to whether it is technically feasible, or whether sufficient space is available, to unbundle a copper subloop or subloop for access to multiunit premises wiring at the point where AT&T requests, Verizon shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible to unbundle the subloop at the point requested by AT&T.
- 3.4.7 Best Practices. Once one state commission has determined that it is technically feasible to unbundle subloops at a designated point, Verizon, in any state, shall have the burden of demonstrating to the state commission, in state proceedings under Section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own subloops at such a point.
- 3.4.8 Connection to Subloops. Connection to subloops (including the network interface device (NID)), including but not limited to directly accessing the customer side or network side of the cross-connection device owned or controlled by Verizon, may be performed by AT&T technicians or its duly authorized agents, at its option, (i) without the presence of Verizon technicians, and (ii) at no additional charge by Verizon. Such connecting work performed by AT&T may include but is not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for subloop access. No supervision or oversight by Verizon personnel shall be required but Verizon may monitor the work, at its sole expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agents.

3.4.9 Network Interface Device. Apart from its obligation to provide the NID functionality as part of an unbundled loop or subloop as set forth in Section 3.2.6 above, Verizon shall provide nondiscriminatory access to the NID on an unbundled basis. Verizon shall permit AT&T to connect its own loop facilities to on-premises wiring through Verizon's NID, or at any other technically feasible point.

3.5 Unbundled Local Switching.

3.5.1 Unbundled Local Circuit Switching. Verizon shall provide AT&T with non-discriminatory access to Local Circuit Switching, including Tandem Switching, and all Signaling and Call-Related Databases associated with such Local Circuit and Tandem switching, on an unbundled basis, in accordance with Applicable Law.

3.5.1.1 Mass Market Switching. Verizon shall provide Mass Market Switching to AT&T under the Amended Agreement. Such Mass Market Switching will be provided on a nondiscriminatory, unbundled basis, in accordance with 47 U.S.C. 251(c)(3), 47 C.F.R. Part 51, Section 3.1 (including but not limited to Section 3.1.13) above or other Applicable Law.

3.5.1.2 Enterprise Switching. Verizon shall be obligated to provide non-discriminatory access to Enterprise Switching where the Commission has ordered Verizon to provide Enterprise Switching under state law or pursuant to Section 271 [**applicable where Verizon is an RBOC**].

3.5.2 End-User Transition. Except as set forth in Section 3.1.8 above, the Parties agree to implement the FCC's final rules with respect to Local Circuit Switching in accordance with an operational plan agreed to by the Parties. To the extent that the Parties are unable to agree to such a plan within 60 days from the effective date of the permanent rules, the dispute shall be resolved in accordance with the Dispute Resolution provisions of the Agreement.

3.5.3 Signaling and Call-Related Databases. Verizon shall provide access to Signaling and Call-related Databases under the Amended Agreement in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. In conjunction with the provision of Local Switching or Tandem Switching that Verizon is otherwise obligated to make available to AT&T under the Amended Agreement, Verizon shall provide Signaling and Call-Related Databases. Verizon shall continue to provide nondiscriminatory access to the 911 and E911 Call-Related Databases in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law. Where Local Switching or Tandem Switching associated with a particular Signaling facility or Call-Related Database is or becomes a Declassified Network Element, 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 3.9 (except for the 911 and E911 Call-Related Databases, as noted above).

3.6 Unbundled Interoffice Facilities.

3.6.1 **[INTENTIONALLY OMITTED]**

3.6.2 Dedicated Transport. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.1 above, and in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law:

3.6.2.1 Upon AT&T's request, Verizon shall provide AT&T 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 that uses an OCn interface is a Declassified Network Element; and (b) Dedicated Transport includes transport between a Verizon wire center or switch and Verizon's facilities located at a CLEC's premises.

3.6.2.2 Section 251(c)(2) Interconnection Facilities. Interconnection facilities and equipment provided pursuant to 47 U.S.C. Section 251(c)(2) ("Interconnection Facilities") are not unbundled Network Elements provided pursuant to 47 U.S.C. Section 251(c)(3) and nothing in this Amendment is intended to impair or limit in any way AT&T's rights to obtain access to 251(c)(2) Interconnection Facilities. Interconnection Facilities include, but are not limited to, transport facilities and equipment between the AT&T switch and the Verizon Tandem Switch, or other Point of Interconnection designated by AT&T, used for the exchange of traffic between AT&T and Verizon. Interconnection Facilities are to be provided by Verizon to AT&T at rates consistent with the TELRIC pricing principles established by the FCC and the Commission.

3.6.3 Dark Fiber Transport. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.1 above, and in accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, upon AT&T's request Verizon shall provide AT&T with nondiscriminatory access to Dark Fiber Transport on an unbundled basis pursuant to the Amended Agreement.

3.7 Commingling, Conversions, and Combinations.

3.7.1 Commingling and Conversions. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, and subject to the conditions set forth in the following Section 3.7.2, as of October 2, 2003 Verizon shall permit AT&T to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination. Commingling is defined as set forth in FCC Rule 51.5. Verizon shall, upon request of AT&T, perform the functions necessary to commingle a UNE or Combination with one or more facilities or services or inputs that AT&T has obtained at wholesale from Verizon. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.7.2 below. Subject to Section 3.7.2.2, the rates, terms and conditions of the applicable access tariff will apply to wholesale services, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to UNEs or Combinations or to the Declassified Network Elements as set forth in Exhibit A to this Amended Agreement. "Ratcheting," as that term is defined by the FCC, shall not be required. In addition, Verizon shall cooperate fully with AT&T to ensure that operational policies and procedures implemented to effect Commingled arrangements shall be handled in such a manner as to not operationally or practically impair or impede AT&T's ability to implement new Commingled arrangements and convert existing arrangements to Commingled arrangements in a timely and efficient manner and in a manner that does not affect service quality, availability, or performance from the end user's perspective., For the avoidance of doubt, Verizon acknowledges and agrees that the language of this Amendment complies with and satisfies the requirements of Verizon's wholesale and access tariffs with respect to Commingling. Verizon shall not change its wholesale and access tariffs in any fashion that impacts the availability or provision of Commingling under this Amendment or the Agreement, unless Verizon and

AT&T have amended this Amendment and the Agreement in advance to address Verizon's proposed tariff changes.

3.7.2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services. Verizon shall provide EELs pursuant to the requirements set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.

3.7.2.1 To the extent the service eligibility criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these criteria. AT&T may elect to self-certify using a written or electronic notification sent to Verizon. AT&T must remain in compliance with said service eligibility criteria for so long as AT&T continues to receive the aforementioned combined, converted, or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. 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.

3.7.2.2 There will be no charges for conversion from wholesale to UNEs or UNE combinations, unless a specific tariff charge has been approved for that purpose.

3.7.2.3 Any substitution of UNEs for wholesale services shall be subject to all of the requirements of the Amended Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following:

3.7.2.4. When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of AT&T.

3.7.2.5 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.

3.7.2.6 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. AT&T may request conversions of any existing service or group of services to UNEs by submitting a written or electronic request. Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from AT&T, and recurring charges for UNEs set forth in Verizon's applicable tariffs.

shall apply as of such date. For the avoidance of any doubt, conversion requests issued after the effective date of the TRO, but before the effective date of this Amendment ("Pending Requests"), shall be deemed to have been completed on the date Verizon received the Pending Request and retroactive adjustments between the applicable UNE charges and the previously applicable charges shall be calculated back to the date that Verizon received notice from AT&T of the Pending Request. The UNE charges for all conversion requests (including any retroactive adjustments) shall be reflected in the first billing cycle following the effective date of this Amendment. If that bill does not reflect the appropriate charges, AT&T is nevertheless obligated to pay no more than the applicable UNE rate. Pricing changes for conversion requests submitted after the Amendment Effective Date shall become effective upon receipt by Verizon of AT&T's request and shall be made by Verizon in the first billing cycle after such request. If any bill does not reflect the appropriate charge adjustment, AT&T may withhold payment in an amount that reflects the amount of the adjustment that should have been made on the bill for the applicable conversions. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section. 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.

3.7.2.7

All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access.

3.7.2.8

On an annual basis (i.e., one 12-month period), Verizon may, pursuant to the terms and conditions of this section, obtain and pay for an independent auditor to audit AT&T's compliance in all material respects with the service eligibility criteria applicable to EELs. Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T's compliance with Applicable Law. AT&T and the FCC shall each be given thirty (30) days' written notice of a scheduled audit. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. Verizon shall direct its auditor to provide a copy of its report to AT&T at the same time it provides the report to Verizon. To the extent the independent auditor's report concludes that AT&T failed to comply in all material respects with the service eligibility criteria, then AT&T will promptly take action to correct the

noncompliance and true up any difference in payments and reimburse Verizon for the cost of the independent auditor within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm AT&T's compliance in all material respects with the service eligibility criteria, then AT&T shall provide to the independent auditor a statement of AT&T's costs of complying with any requests of the independent auditor, and Verizon shall then reimburse AT&T for its costs associated with the audit within thirty (30) days after receiving AT&T's statement. AT&T shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit.

3.8 Routine Network Modifications.

3.8.1 General Conditions. Routine Network Modifications are those prospective or reactive activities that Verizon regularly undertakes when establishing or maintaining network connectivity for its own retail customers. Determination of whether a modification is "routine" shall be based on the tasks associated with the modification, not on the end-user service that the modification is intended to enable. In accordance with 47 U.S.C. § 251(c)(3), 47 C.F.R. Part 51, or other Applicable Law, Verizon shall make such Routine Network Modifications in a nondiscriminatory fashion as are necessary to permit access by AT&T to the Loop (including Dark Fiber Loops), 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, Routine Network Modifications do not include trenching, the pulling of cable, the construction of new Loops or Transport or the installation of new aerial or buried cable to provision an order of AT&T. Verizon shall perform Routine Network Modifications without regard to whether the facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. Routine Network Modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable; adding an equipment case; adding a doubler or repeater; line conditioning; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; attaching electronic and other equipment that Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer; 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; accessing manholes; deploying bucket trucks to reach aerial cable; installing equipment casings; and routine activities, if any, needed to enable AT&T to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. The costs for these Routine Network Modifications are already included in the existing rates for the unbundled Network Elements as set forth in the Agreement.

3.8.2 Performance. Verizon's performance in connection with the provisioning of unbundled Network Elements for which Routine Network Modifications are necessary remains subject to standard provisioning intervals, and to performance measures and remedies, if any, contained in the Amended Agreement or under Applicable Law. Routine Network Modifications must be completed by Verizon within the same timeframe applicable to similar network modifications made by Verizon to provide comparable functionality to its own retail customer.

3.9 Transitional Provisions for Declassified Network Elements.

In accordance with 47 U.S.C. Sec. 251(c)(3), 47 C.F.R. Part 51 or other Applicable Law, Verizon and AT&T will abide by the following transitional procedures with respect to Declassified Network Elements.

3.9.1 With respect to any Declassified Network Elements, Verizon will notify AT&T in writing as to any particular unbundled facility previously made available to AT&T that is or becomes a Declassified Network Element, as defined herein ("Identified Facility"). For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements. The notice shall include sufficient information to enable AT&T to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable AT&T to identify the Identified Facility, AT&T may, in writing, reject the notice and request additional information. For the avoidance of any doubt, Identified Facilities can only include the following: OCn Loops; OCn transport; Packet Switching; Local Switching that serves capacities of DS1 and above; and Feeder Subloop as a stand-alone UNE.

3.9.2 For any Packet Switching or stand-alone Feeder Subloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of 120 days from the date AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.9.3 **For OCn Loops, OCn transport, and Local Switching for DS1 and above that** Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice from Verizon pursuant to Section 3.9.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.

3.9.4 **Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality.** When conversion is to an analogous access service or analogous

Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for such conversion.

3.9.5 Notwithstanding any other provision of the Amended Agreement, for any Declassified Network Element that Verizon remains obligated to provide as an unbundled network element pursuant to 47 USC 271 or other Applicable Law, Verizon shall provide the Network Element without interruption pursuant to the terms and conditions set forth in the Agreement. Verizon shall provide the Network Elements at TELRIC under the Section 271 "just and reasonable" pricing standard.

3.10 Hot Cut

3.10.1 AT&T and Verizon shall perform Hot Cut processes in accordance with Exhibit B, annexed hereto.

3.10.2 The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions ("Metrics/Remedies Terms") of the Agreement in accordance with Exhibit C annexed hereto. They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit C. If Metrics/Remedies Terms are not already included in the Agreement, the Parties shall utilize Exhibit C to amend the Agreement to include such terms for Hot Cuts. The agreed upon measures and remedies for Hot Cuts shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the Dispute Resolution provisions of the Amended Agreement.

In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit C annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.

EXHIBIT A to Amendment No. ___
to the Interconnection Agreement between
[VERIZON LEGAL ENTITY] and [AT&T LEGAL ENTITY]

1.0 Introduction

1.1 The following terms are applicable to those Network Elements that Verizon is no longer required to provide on an unbundled basis pursuant to the terms of the Agreement after Amendment Effective Date. For any such network elements that also qualify as an Identified Facility pursuant to Section 3.9 of the TRO Attachment, and for which AT&T has submitted a request for a Declassified Network Element, Verizon shall also comply with the transition requirements set forth in that section.

1.2 Upon request, Verizon shall make available to AT&T the following Declassified Network Elements under the rates, terms and conditions set forth in this Exhibit:

- OCn loops,
- OCn transport,
- local switching that serves capacities of DS1 and above

2.0 OCn Access

Verizon shall provide OCn access as set forth in this Section. OCn is an optical interface designed to work with a Synchronous Optical Network (SONET). SONET is an optical interface standard for translating electronic communications signals into photonic signals for transmission across fiber optic facilities. Ideally, SONET transmission systems are laid out in a ring formation to provide redundancy. OCn transmission facilities are deployed as SONET channels having a bandwidth of typically 155.52 Mbps (OC3 or the equivalent capacity of 3 DS3s) and higher, e.g., OC12 (622.08 Mbps); OC48 (2.488 Gbps).

2.1 Declassified OCn Loops

2.1.1 Verizon shall provide access to a Declassified OCn Loop. The Declassified OCn Loop, is a transmission facility between a distribution frame, or its equivalent, in an incumbent LEC central office, and the loop demarcation point at the end user premises. The Declassified OCn Loop shall be terminated at an appropriate network interconnect device. Specifically, AT&T shall have access to the NID and any associated Inside Wire Subloop pursuant to the rates, terms and conditions of the Agreement. The Declassified OCn Loop also includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, attached electronics (except those electronics used for the provision of advanced services). Access to the Declassified OCn Loop shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data. The OCn loop includes the secondary or redundant transmission path between the loops end points (or diverse virtual path if a physical diverse path is not technically feasible). Notwithstanding the foregoing, when Verizon deploys such technology as Next Generation Digital Loop Carrier (NGDLC), the OCn loop may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or controlled by Verizon.

2.1.2. Declassified OCn Loops are subject to the transmission, transmission-related functionalities and other OCn requirements as set forth in the Agreement.

2.1.3 Declassified OCn Loops also shall be subject to the loop requirements set forth in the Agreement, and shall be provided at just and reasonable rates.

2.2 Declassified OCn Dedicated Transport

- 2.2.1 In addition to providing access to Declassified Dedicated Transport as set forth in the Agreement, Verizon will also provide access to the Declassified OCn Dedicated Transport, between any Verizon switch, serving wire center or other Verizon location, or between any Verizon switch, serving wire center or other Verizon location and an AT&T switch, serving wire center or other AT&T location at OC3 (155.520 Mbps) and OC12 (622.080 Mbps) interfaces. In addition, Verizon offers OC48 (2488.320 Mbps) bandwidth as an option for interoffice capacity. AT&T may request other interface options pursuant to the BFR process.
- 2.2.2 When Verizon provides Declassified OCn Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system shall be dedicated to AT&T's use.
- 2.2.3 OCn Declassified Dedicated Transport shall meet the technical requirements set forth in the Agreement. Verizon also shall provide cross-office wiring up to a suitable Point of Termination (POT) between Declassified Dedicated Transport and AT&T designated equipment, and shall provide a fiber cross connect for optical signals for the physical POT.
- 2.2.4 OCn dedicated access shall be provided in accordance with the requirements set forth in the Agreement; and shall be provided at just and reasonable rates.

3.0 Declassified Enterprise Local Switching

- 3.1 Verizon shall provide access to Declassified Enterprise Local Switching, including Tandem Switching. Declassified Enterprise Local Switching is local switching, as that term is defined in the Agreement, that serves capacities of DS1 and above. Tandem Switching establishes a communications path between two switching offices through a third switching office.
- 3.2 Verizon agrees to provide Declassified Enterprise Local Switching under the same terms and conditions as set forth in the Agreement, and at just and reasonable rates.

Verizon shall provide the following interfaces with Declassified Enterprise Local Switching:

DS1 (DID)	trunk side associated with a PBX
DS1 (IOF)	trunk side, associated with Dedicated Transport

4.0 Additional Requirements

Verizon agrees to offer the Declassified Network Elements set forth in this Exhibit A consistent with the applicable cooperative testing requirements as may be set forth in the Agreement, and shall also comply with the commingling requirements in Section 3.7 of the TRO Attachment, and the Routine Network Modification requirements in Section 3.8 of the TRO Attachment.

Exhibit B to Amendment No. __
to the Interconnection Agreement
between [Verizon Legal Entity] and [AT&T Legal Entity]

HOT CUT PROCESSES

1.0 Hot Cuts shall be defined as the transfer of a loop from one carrier's switch to another carrier's switch. The loop hot cut procedure shall be designed (and shall be modified from time to time as necessary) to ensure that Parties are able to transfer commercial volumes of customers from one Party's to the other Party's services on a timely basis and without perceptible disruption in service. A perceptible disruption in service shall be deemed to have occurred if the customer can notice a lack of dial tone, or if an existing call is disrupted or disconnected by the change. The process shall address acceptance/turnover process elements including but not limited to the following:

- order initiation and verification;
- order changes;
- dial tone and ANI check;
- no dial tone found at testing and resolution;
- Verizon and AT&T contact information;
- due date updates;
- cut complete and stop cut procedures;
- problem identification and status updates;
- service (facility/translation) restoral, explanation and verification;
- records/database updates;
- escalation procedures; and
- order completion, service verification and acceptance.

2.0 Development and use of provisioning tracking system to permit exchange of status information between AT&T and Verizon

Verizon shall give AT&T real time electronic notification of order status, testing status, and notification of individual loop cut completion. e.g., No dial tone, go-ahead for cut, cut completion, loop acceptance.

3.0 Cross Connects

Verizon shall conduct installation of cross-connects on MDF for purpose of provisioning UNE-L line splitting. Verizon shall permit, but not require, cage-to-cage cabling between data and voice CLECs.

4.0 Concurrent development and implementation of batch hot cut process (see, Section 6.0)

The process must enable AT&T to access necessary circuit id information from Verizon to facilitate CLEC to CLEC migration.

5.0 Conversion Coordination Procedures

The following coordination procedures shall apply to conversions of customers with active service to a service configuration where AT&T uses Loops provided by Verizon (hereinafter referred to as "hot cuts")

5.1 AT&T shall request unbundled Loops from Verizon by delivering to Verizon a valid Service Order using Verizon electronic ordering platform (as cooperatively designed and implemented to .

meet the minimum requirements for information exchange needed to order and provision services to certified local exchange carriers and enhanced to support industry standards as developed for interconnection services) or another mutually agreed upon system. AT&T is not required to pre-qualify that a loop can be migrated. Within **XX** hours of Verizon's receipt of a Service Order, Verizon shall provide AT&T the firm order confirmation ("FOC") date according to the applicable Performance Interval Dates set forth in [] (Performance Standards, Measurements and Penalties) of this Agreement by which the Loop(s) covered by such Service Order will be installed. A FOC is both an acknowledgement of the receipt of a valid order as well as a commitment that the order will be worked as specified in the FOC and completed by the FOC date.

5.2 Verizon agrees to accept from AT&T at the time the service request is submitted for scheduled conversion of hot cut Loop orders, a desired date, including but not limited to weekend dates, and time (the "Scheduled Conversion Time") in the "A.M." (12:01 midnight to 12:00 noon) or "P.M." (12:01 noon to 12:00 midnight) (as applicable, the "Conversion Window") for the hot cut. Verizon shall promptly acknowledge receipt of AT&T's request for a Scheduled Conversion Time, and shall also promptly advise AT&T as to whether or not such Scheduled Conversion Time will be met by Verizon. If Verizon is unable to meet the Scheduled Conversion Time requested by AT&T, in its response to AT&T Verizon shall advise as to an appropriate Scheduled Conversion Time that Verizon will meet.

5.3 Verizon shall pre-wire the pending hot cut no later than two days (or 48 hours) hours prior to the scheduled conversion time. AT&T will establish dial-tone for the customer at least two (2) business days in advance of the scheduled port time. Verizon shall perform two (2) tests for ANI and dial tone. Verizon technicians will perform ANI and dial tone tests through the tie cable provisioned between Verizon's main distribution frame and the AT&T expanded interconnection point to ensure continuity and existing dial tone. In addition, Verizon will perform ANI and dial tone testing on the existing unbundled Loop to insure that Verizon has identified the correct facility and that it is working. Such testing shall be completed by Verizon no later than **XX** hours prior to the scheduled conversion time. If Verizon finds no dial tone, Verizon shall immediately notify AT&T of this finding and promptly seek to rectify the situation so that dial tone is provided by the scheduled conversion time.

5.4 Except as otherwise agreed by the Parties, the time interval for the hot cut shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in [] (Performance Standards, Measurements and Penalties) of this Agreement.

5.5 After receiving notification of completion of the hot cut by Verizon, AT&T will confirm operation of the loop[s]. In the event the loop[s] is not functional, AT&T may request that a loop be tested in the central office. Upon such a request, Verizon's Central Office Technician will check for dial-tone and ANI on the line at the AT&T POI. If no dial-tone is found at this point, the Central Office Technician will refer the trouble back to AT&T. If AT&T cannot isolate the trouble on its side of the network, AT&T will request a meeting between the AT&T Technician and Verizon Central Office Technician to resolve the problem.

If Verizon's Central Office Technician finds dial-tone at the AT&T POI, a second dial-tone and ANI test will be performed at the last test point within Verizon's Central Office. If a problem is found at this point, Verizon Central Office Technician will isolate the problem, review the cross connects at the main distribution frame, and correct the problem. If Verizon's Central Office Technician cannot isolate the problem with the dial tone leaving the central office, a dispatch of a field technician will be required.

Verizon's field technician shall then test for dial tone to any extended demarcation point at the customer's premises that may be associated with that order.

If Verizon cannot isolate and fix the problem in a timeframe acceptable to AT&T or the customer, AT&T will be able to request the restoral for the customer to service on Verizon network. Such restoration shall occur immediately, and shall be consistent with the time required to reconnect the customer's loop to

Verizon's network. Further, AT&T customers shall not be subjected to any Verizon process delay designed for new or returning customers.

5.6 Should the customer experience trouble within 24 hours of loop acceptance by AT&T, Verizon agrees to restore the customer to service on Verizon's switch within XX hours of receiving oral request from AT&T to return service to Verizon. AT&T shall reschedule migration of the customer's service to AT&T by issuing a supplement to the original local service request.

5.7 Verizon will ensure that it processes AT&T requests for cancellation of local service requests in a time frame that allows AT&T to accurately maintain its CFA records.

6.0 **Batch Hot Cut Process**

A batch hot cut process shall comply with the process and requirements defined for individual hot cuts in Section 1.0 and, in addition, shall comply with the terms as described below.

6.1 AT&T shall have access to UNE-P as a customer acquisition process in anticipation of application of batch conversion process.

6.2 Batch process must include all mass-market (residential and small business served at DS0 level) customers, all types of loops used to serve such customers, and all types of transfers between LECs including but not limited to:

- Retail to UNE-L
- UNE-P to UNE-L (same local service provider)
- Migrations to and from DS0 EELs
- Migrations to and from line-splitting
- Migrations from line sharing
- UNE-P to UNE-L (different local service provider [(CLEC to CLEC)])
- UNE-L to UNE-L
- UNE-P to TSR
- UNE-P to DS0 EEL

In addition to existing UNE-P customers served over copper, UDLC and NGDLC, the process must apply to customers served over IDLC Loops

6.3 Batch Size Requirements (irrespective of loop type to be converted) are set forth below:

6.3.1 Batch shall include only migrations to AT&T.

6.3.2 AT&T shall be permitted to migrate up to 300 lines, per day, per central office. There shall be no other restrictions on number of lines to be converted per day (such as # of COs, etc.).

6.3.3 Minimum migration shall be 20 lines per hour.

6.4 Timing of Batch Conversions shall be as set forth below:

6.4.1 Batch migration shall have an interval of five days.

6.4.2 Verizon shall specify the order of the lines to be cut (i.e., the 20 line minimum.) within a specific one-hour window, and report such "line-up" back to AT&T via electronic tracking system described in Section 2.0. Verizon will cut over lines in sequence reported to AT&T. All (up to a maximum of 20) of an end-user's lines will be scheduled to be cut in same one-hour window.

6.5 Process Requirements shall include:

6.5.1 At AT&T's option, it may include multiple LSRs in a single batch (i.e., the ability to submit individual LSRs with a batch identifier).

6.5.2. Verizon shall provide OSS functionality equivalent to that available for UNE-P, including but not limited to:

6.5.2.1 **Electronic** pre-ordering, including but not limited to due date scheduling, and batch identifier assignment.

6.5.2.2 Flow-through levels for ordering and provisioning.

6.5.2.3 "As is" directory listings.

7.0 Cost of Batch Process

7.1 Verizon will provide hot cuts to AT&T at rates that are cost effective and provide AT&T with a meaningful opportunity to compete. The TELRIC forward looking rate will be based on software defined solutions and shall not exceed \$5.00 per line for individual hot cuts or \$3.00 per line for batch hot cuts (quantities of XX or more). Specific rates for batch hot cuts are set forth in pricing schedule Attachment XX.

7.2 Charges for migrations employing UNE-P as transition tool should be no greater than the direct hot cut charge. (Single migration charge for migration from other carrier to UNE-P to UNE-L).

8.0 Validation, Testing and Quality Assurance Requirements

8.1 Verizon shall provide a third-party certification of adequacy, scalability and quality of batch process.

8.2 AT&T and Verizon shall work cooperatively to insure data base integrity is achieved between carrier CFA assignments. This cooperative effort will include at a minimum: AT&T ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by Verizon to allow AT&T to identify and synchronize such data base.

8.3 The Batch Process should have no negative impacts on related systems or processes, including but not limited to:

- E911 "unlocks";
- Number porting;
- Availability of repair testing capabilities;
- Repair databases;
- Billing systems migrations;
- Provisioning systems such as TIRKS (Trunks Integrated Records Keeping System).

Exhibit C to Amendment No. ___

to the Interconnection Agreement

between [Verizon Legal Entity] and [AT&T Legal Entity]

FRAMEWORK FOR HOT CUTS METRICS/REMEDIES NEGOTIATIONS

- Percentage of hot cuts completed on-time. Percentage of hot cuts completed on-time shall be adopted in the Amended Agreement to include performance for large submissions of Basic (or Individual) Hot Cuts, Bulk or Project Hot Cuts, and Batch Hot cuts. The performance standard shall be comparable to that experienced by consumers under UNE-P, 99% on time. The intervals shall be commensurate with UNE-P and Verizon's winback efforts; while the interval may reasonably be "stratified" or disaggregated to account for differences between large fully-staffed central office and remote, unstaffed manual offices, the batch interval shall not exceed the current interval for Basic Hot Cuts.
- Non-discriminatory average interval offered. Average interval offered and completed for all disaggregation of hot cuts shall be at parity with Verizon Retail offered and completed interval for addition of new lines with no dispatch.
- Percentage of hot cuts completed without a service disruption. Hot cut processes shall be structured so that all customer outages during a hot cut are captured in the I code metric. I code reporting shall be disaggregated for hot cuts. A very high Percentage of hot cuts must be completed without a service disruption, given the direct customer impact of a service disruption, consumer expectations from UNE-P, and Verizon's description of the ease of training craft. The performance standard for disaggregated hot cuts (including Individual, Bulk and Batch Hot Cut) shall be <1%. This should span Basic, Bulk/Projects, and Batch cuts.
- Average duration of service interruption. The duration of a customer's outage shall be very short given the controlled central office environment. The performance standard shall be 95% I codes TTR< 15 minutes to provide a high availability rate.
- Percentage completed without timely notification. Under the Basic and Large Job hot cut processes, AT&T is responsible for activation of the ported number at NPAC following cutover of the loop. AT&T will not use the Batch process if it includes Verizon responsibility for this step.

As a result, any process that AT&T uses will require Verizon to promptly notify AT&T following the loop cutover that the cutover is complete so that AT&T can activate the number at NPAC. Given the customer impact of AT&T not being able to complete the number portability transaction until it is notified by Verizon that the hot cut is complete, the performance standard for the notification shall be commensurately high: 99.5% of the notifications issued timely (within 15 minutes) after the completion (regardless of whether the hot cut was completed timely or not).

- Separating linked Hot Cut Metrics. Remedies associated with Hot Cut metrics (Basic, Bulk/Projects, and Batch Cuts) shall be calculated separately from the automatic bill credit remedies associated with other metrics.
- Minimum \$50 Million Remedy. Verizon shall potentially be subject to at least \$50 million in remedies under the Amended Agreement solely as the result of poor hot cut (Basic, Bulk/Projects, and Batch cuts) performance. These funds shall not be capped on a per month basis, meaning that Verizon could be liable for the full dollar amount in any given month of the year if its performance warranted it, but, in any event, would not be liable to AT&T for more than the full dollar amount in any one year period. Verizon shall be subject to additional penalties for missing performance standards in consecutive months.

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

Exhibit 2

ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
1	General Terms and Conditions, Section 6 and 7, AT&T new § 2.18, 3.9; 3.1.1.3; 3.4.1; 3.4.2; 3.5.1; 3.5.2.3; 3.5.3.2; 3.8.1.1	Does the TRO require any amendment to the change in law provisions in the parties' interconnection agreements?	Legal issue, only briefing required.	AT&T
2	General Terms and Conditions, Sections 6 and 7.	How should the Amendment address the results of state commission impairment proceedings, as well as any orders, rules, regulations, decisions, ordinances or statutes issued by the state commission, the FCC or any court of competent jurisdiction?	Legal issue, only briefing required.	AT&T
3	TRO Attachment ¶ 6; TRO Attachment § 1.3 (and new 1.4 in CCC redline)	Should CLECs' reservation of rights mirror Verizon's reservation of rights?	Legal issue, only briefing required.	AT&T

¹ These section/paragraph numbers have not been updated to reference either party's proposed TRO-Amendment as modified for the Interim Rules. These will not be updated until those negotiations have concluded.

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

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ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
4	<p>§§ 1.1, 1.2, 1.3, 2.1, 2.16, 3.1.1.3; 3.4.1; 3.4.2, 3.5.1, 3.5.2, 3.5.2.3, 3.5.3.2, 3.7.1, 3.8.1, 3.9</p> <p><i>See, e.g., 2.1</i></p>	<p>Are Verizon's legal obligations to provide access to UNEs based solely upon 47 U.S.C. § 251 and 47 CFR Part 51?</p> <p>Whether the provisions addressing change of law should be amended to delete Verizon's ability unilaterally to implement changes to the interconnection agreement?</p>	<p>Legal issue, only briefing required.</p> <p>Legal issue, only briefing required.</p>	<p>AT&T</p> <p>AT&T</p>
5	<p>Numerous sections of Verizon's Amendment state that Verizon is required to provide UNEs only to the extent required by 47 U.S.C. § 251(c)(3) and 47 CFR Part 51.</p>	<p>Should this proceeding address terms and conditions that do not arise from the unbundled network element regulations promulgated in the <i>TRO</i> pursuant to 47 U.S.C. §§ 251 and 252, including issues that may arise under state law, 47 U.S.C. § 271, or the <i>Bell Atlantic/GTE Merger Conditions</i>?</p>	<p>Legal issue, only briefing required.</p>	<p>AT&T</p>
6	<p>1.3</p>	<p>Should the establishment of rates, terms, and conditions for new UNEs, UNE combinations or commingling be subject to the change of law provisions of the ICA?</p>	<p>Legal issue, only briefing required</p>	<p>AT&T</p>

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
7		Has the FCC specified that the TRO's changes in unbundling obligations must be implemented without waiting for any appeals of the TRO to become final and unappealable?	Legal issue, only briefing required.	AT&T
8	3.8.3, 3.2.1.1	How should the Amendment reference or address commercial agreements that may be negotiated for services or facilities to which Verizon is not required to provide access as UNEs under the Act?	Legal issue, only briefing required.	AT&T
9	§§ 2.1 – 2.23	Should the Commission approve Verizon's proposed definitions in the Amendment's TRO Glossary as amended by the CLECs?	Legal issue, only briefing required.	AT&T
10	§§ 2.1 – 2.23	Should the Amendment's TRO Glossary include any other terms?	Legal issue, only briefing required.	AT&T
11	§§ 2.16, 3.1.1, 3.1.3.2, 3.1.3.3, 3.1.3.4, 3.2, 3.2.1.2, 3.3.1, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3	Should changes to the parties' interconnection agreements to reflect TRO requirements be effective retroactive to October 2, 2003 or should they be effective as of the amendment effective date?	Legal issue, only briefing required.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

Exhibit 2

ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
12	3.1.4.3	Whether Verizon should construct copper loop or UDLC facilities if 3.1.4.1 or 3.1.4.2 options are available.	Legal issue, only briefing required.	AT&T
13	AT&T new 3.1.2.4, 3.1.2.6, 3.1.2.7, 3.1.2.8, 3.1.2.9; TRO Attachment § 3.1.2.2	Should the Amendment include language addressing Verizon's obligation, under the TRO, to notify CLECs of retirement of copper loop facilities?	AT&T believes this issue will require testimony.	AT&T
14	AT&T new 3.1.2.4, 3.1.2.6, 3.1.2.7, 3.1.2.8, 3.1.2.9; TRO Attachment § 3.1.2.2	Are there other existing legal obligations pertaining to Verizon's retirement of copper loop facilities that must be reflected in the Amendment (such as state commission guidelines, change management procedures)? What obligations does Verizon have in connection with changes to underlying loop architectures and other related network changes?	AT&T believes this issue will require testimony.	AT&T
15	TRO Attachment § 3.1; AT&T new § 3.1.5	Does this Commission have the authority to determine whether, under section 251(d)(2) of the Act, CLECs are impaired without access to unbundled dark fiber loops?	Legal issue, only briefing required.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

Exhibit 2

ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
16	2.6, 3.1.1.1	How should the Amendment address unbundled access to DS1 loops?	Legal issue, only briefing required.	AT&T
17	2.7, 3.1.1.2, 3.1.1.2.1, 3.1.1.3	How should the Amendment address unbundled access to DS3 loops, including the FCC's location-specific cap on access to DS3-level facilities?	Legal issue, only briefing required.	AT&T
18	2.10, 3.1.2.1	How should the Amendment reflect the FCC's rulings on whether or not unbundled access to newly built FTTH loops is required?	Legal issue, only briefing required.	AT&T
19	2.10, 3.1.2.2; AT&T new §§ 3.1.2.3, 3.1.2.5	How should the Amendment reflect the TRO's rulings on unbundled access to overbuilt FTTH loops?	Legal issue, only briefing required.	AT&T
20	2.12, 3.1.3.2	How should the Amendment reflect Verizon's obligations to provide broadband services?	Legal issue, only briefing required.	AT&T
	3.1.3.3	How should the Amendment reflect the TRO's limitations on unbundled access to hybrid loops for purposes of providing narrowband services?		AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)
Exhibit 2

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21	3.1.4, 3.1.4.1, 3.1.4.2 AT&T new § 3.1.4	How should the Amendment reflect Verizon's obligation, under the TRO, to satisfy CLEC requests to provide narrowband services through unbundled access to hybrid loops served via Integrated Digital Loop Carrier ("IDLC")? Should Verizon be able to recover its multiple charges, e.g., engineering query, construction, cancellation charges, etc., from a CLEC where the CLEC has requested that Verizon build a new copper loop?	Legal issue, only briefing required	AT&T
22	3.1.4.3	Should Verizon be subject to standard provisioning intervals or performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere, in connection with its provision of unbundled loops in response to CLEC requests for IDLC-served hybrid loops?	Legal issue, only briefing required.	AT&T
23	2.17, 3.1.3.1	How should the Amendment address packet switching?	Legal issue, only briefing required.	A I & I
24	AT&T new 3.1.6	How should the Amendment address Network Interface Devices ("NIDs")?	Legal issue, only briefing required.	A I & I

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AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

Exhibit 2

ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
25	3.2	How should the Amendment reflect the TRO's line sharing rulings and any transitional arrangements?	Legal issue, only briefing required	AT&T
26	3.2.1.1	Should line sharing requirements be moved to a separate agreement or remain in the ICA?	Legal issue, only briefing required.	AT&T
27	AT&T new § 3.2(A)	Should the TRO Amendment include language addressing the TRO's clarification of line-splitting requirements?	Legal issue, only briefing required.	AT&T
28	AT&T new § 3.2(B)	Should the TRO Amendment include language addressing the TRO's clarification of line conditioning requirements?	Legal issue, only briefing required.	AT&T
29	AT&T new § 3.2(C)	Should Verizon provide an access point for CLECs to engage in testing, maintaining and repairing copper loops and copper subloops?	Legal issue, only briefing required.	AT&T
30	3.3; AT&T new § 3.3	How should the Amendment implement Verizon's obligation, under the TRO, to provide unbundled access to subloops?	CLECs believe this issue will require presentation of testimony.	AT&T

ISSUES TO BE ARBITRATED IN DOCKET NO. 040156, ICA ARBITRATION

AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
31	3.3.1-3.3.12	How should the Amendment address Verizon's obligations, under the TRO, to provide a single point of interconnection at a multi-unit premises suitable for use by multiple carriers? (This is but one example of multiple issues related to subloops encompassed in Issue 33, such as the scope of the TRO's requirements regarding: connecting to and provisioning of subloops; the need for Loop concentration /multiplexing functionality; loop distribution subloop component issues; Inside Wire Subloop for multi-tenant environments; demarcation points.)	AT&T believes this issue will require presentation of testimony.	AT&T
32	2.8, 2.14, 2.15, 3.4, 3.4.1, 3.4.3	How should the Amendment address unbundling of local circuit switching, including mass market and enterprise switching and tandem switching? Should the Amendment be revised to include vertical features, such as customized routing?	Legal issue, only briefing required	AT&T AT&T

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AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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33	2.3, 2.4, 2.5, 3.5.1, 3.5.2	How should the Amendment address unbundled access to dedicated transport, including the TRO's route-specific cap on access to DS3-level transport facilities?	Legal issue, only briefing required.	AT&T
34	3.5.2.1, 3.5.3	Should the Amendment address the possibility of reverse collocation?	Legal issue, only briefing required.	AT&T
35	SB CCC new § 3.5.4, 3.5.2.1	Whether the facilities provided by Verizon to interconnect in order to exchange traffic with a CLEC, such as interconnection trunks between a Verizon wire center and a CLEC wire center, are interconnection facilities under section 251(c)(2) that must be provided at TELRIC?	Legal issue, only briefing required.	AT&T
36	3.6.1, 3.6.2	How should the Amendment reflect the TRO's requirements relating to Verizon's obligation to allow commingling of UNEs or combinations of UNEs with wholesale services?	Legal issue, only briefing required.	AT&T

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37	3.6.1, 3.6.2, 3.6.2.1, 3.6.2.3, 3.6.2.5	<p>How should the Amendment reflect Verizon's obligations with respect to conversion of wholesale services (<i>e.g.</i>, special access facilities) to UNEs or UNE combinations (<i>e.g.</i>, EELs)?</p> <p>May Verizon impose non-recurring charges (including, but not limited to, termination charges, disconnect and reconnect fees) on a circuit-by-circuit basis when wholesale services (<i>e.g.</i>, special access facilities) are being converted to UNEs or UNE combinations (<i>E.g.</i>, EELs)?</p>	AT&T believes this issue will require testimony.	AT&T
38	3.6.1, 3.6.2.6	Should Verizon's provision of commingled arrangements or conversions of access circuits to UNEs be subject to standard provisioning intervals or to performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T

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39	3.6.2.2 3.10.3.3 (CCG)	Are CLECs required to provide unessential, specific information to request a new EEL or EEL conversion, such as specific local numbers assigned to a DS1 or DS3 circuit, the date each circuit was established in the 911/E911 database, or the collocation termination connecting facility assignment for each circuit?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T
40	3.6.2.7	How should the Amendment implement Verizon's right, under the TRO, to obtain audits of CLEC compliance with the FCC's service eligibility criteria for EELs?	Legal issue, only briefing required.	AT&T

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AT&T issues re: Verizon's revised TRO Amendment (9/9/04)

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ISSUE	DRAFT TRO AMENDMENT SECTION ¹	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
44	AT&T new § 3.7.1	May Verizon impose additional charges for Routine Network Modifications?	Requires Testimony	AT&T
45	AT&T new § 3.7.2	Should Verizon's provisioning of Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required be subject to standard provisioning intervals, and to performance measures and remedies contained in the ICA, PAP or otherwise determined by the Board?	Raises mixed issues of fact and law and may require testimony	AT&T
46	3.8.1, AT&T new §§ 3.8.2, 3.8.3, 3.8.4, 3.9	What transitional provisions should apply in the event that Verizon no longer has a legal obligation to provide a UNE? Should this transition section be referenced specifically in sections such as 3.1.1, 3.1.3.1, 3.1.3.4, 3.5.2, and 3.5.3?	AT&T believes this issue will require testimony.	AT&T
47	3.8.3 AT&T new Exhibit A	Should Verizon be required to negotiate terms for service substitutions for services or facilities replacing nonconforming facilities in accordance with the terms proposed by AT&T in its Exhibit A, and should exhibit A be included in the parties' interconnection agreements?	AT&T believes this issue raises mixed questions of law and fact; testimony may be required.	AT&T

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48	AT&T new § 3.10 AT&T new Exhibit B	Should the TRO Amendment contain performance metrics and remedies provisions related to batch hot cut, large job hot cut and individual hot cut processes?	AT&T believes this issue will require testimony.	AT&T Verizon states that terms regarding a batch hot cut process should not be included in this arbitration.
49	VZ new 2.1	Should Verizon be permitted to "decline to provide" access to UNEs and Combinations without adhering to the change in law provisions of the interconnection agreement?	Legal issue, only briefing required.	AT&T
50	VZ new 2.1 & 2.3	Should Verizon be obligated to allow AT&T, without additional charge, to commingle and combine UNEs and Combinations with services that AT&T obtains at wholesale from Verizon?	Legal issue, only briefing required.	AT&T
51	VZ new 2.3	What is the appropriate process for addressing any interim rules that the FCC may release subsequent to the Amendment Effective Date?	Legal issue, only briefing required.	AT&T
52	VZ new 2.3	Notwithstanding the terms of the interconnection agreement, or any Verizon tariff or SGAT, must Verizon make routine network modifications without additional charge to AT&T?	AT&T believes that this issue will require testimony.	AT&T

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53	VZ new 2.3	Whether the FCC Interim Rules apply and govern the parties' relationship when issued or whether the parties are not bound by the FCC order issuing the rules until such time as the parties negotiate an amendment to the ICA to implement them or Verizon issues a tariff reflecting them.	Legal issue, only briefing required.	AT&T
54	VZ new 3.1	Should the Amendment recount whether or not all "required notices of discontinuance" of facilities have been sent by Verizon, and whether or not any required notice periods have expired?		
55	VZ new 3.1	Should the Amendment modify any change in law terms of the interconnection agreement by allowing Verizon to "cease providing" facilities to AT&T "at any time and without further notice"?	Legal issue, only briefing required.	AT&T

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56	VZ new 3.2.1	Should there be an orderly transition period associated with Verizon's efforts to cease providing unbundled Enterprise Switching instead of a flash cut date established by Verizon as the date it will cease providing such service to new customers and only provide such service to existing customers at substantially increased rates?	Legal issue, only briefing required; provided, however, AT&T believes that the matter of any additional charges/surcharges for Enterprise Switching will require testimony.	AT&T
57	VZ new 3.3	Should the Amendment include language requiring Verizon to meet new orders for unbundled Network Elements, Combinations and Commingling that Verizon would categorize as "discontinued" when described in the context of services being provided to existing customers, in accordance with standard ordering procedures and pursuant to the rates, terms and conditions of the interconnection agreement?	Legal issue, only briefing required.	AT&T
58	VZ new 3.3	Should Verizon be prohibited from unilaterally tacking surcharges onto facilities that Verizon claims are discontinued?	AT&T believes that this issue will require testimony.	AT&T

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59	VZ new 3.3	Should Verizon be prohibited from backbilling for surcharges and rate increases that it may seek to unilaterally impose but cannot implement in its billing systems on the date(s) that it claims such surcharges and rate increases take effect?	Legal issue, only briefing required.	AT&T

**CERTIFICATE OF SERVICE
DOCKET NO. 040156-TP**

I HEREBY CERTIFY that a copy of the foregoing has been furnished via U.S. Mail this 4th day of October 2004, the following parties of record:

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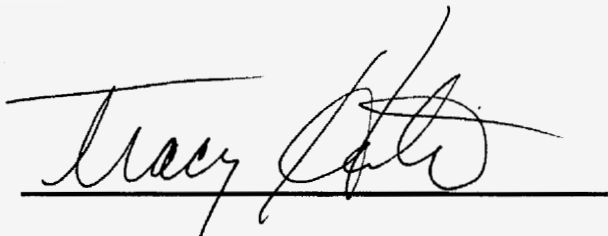
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A handwritten signature in black ink, appearing to read "Tracy Hatch", is written over a solid horizontal line. The signature is fluid and cursive.

Tracy W. Hatch