

**AT&T/Qwest WASHINGTON ICA Negotiations
Revised Final Disputed Issues List
WUTC Docket No. UT-033035**

Updated 10/24/03

Issue Number/ ICA Section or Attachment Number/ Statement of Issue	Qwest Proposed Language	Qwest Position	AT&T Proposed Language	AT&T Position
			<p>NOTE: Underlined language is language proposed by AT&T. Strikethrough language is Qwest proposed language that AT&T does not agree with.</p>	
<p align="center">Issue 1</p> <p align="center">Section 1.9.1</p> <p>CLEC's Ability to Obtain Services from Agreement or Tariff</p> <p align="center">[CLOSED]</p>			<p>Issue was closed on 8/27/03. The Parties agreed to use AT&T's proposed language for § 1.9.1.</p> <p>1.9.1 Separate from such adoption, CLEC may choose to place orders from a Qwest Tariff. If CLEC does so, but does not choose to incorporate such Tariff terms into this Agreement, such orders shall be governed by the Tariff terms and conditions. When ordering from a Qwest Tariff, if the ordering process used by CLEC and the information contained in the order are both the same as for orders placed under this Agreement, Qwest may not be able to recognize that the order is made under a Qwest Tariff. If Qwest is not able to recognize that distinction, CLEC and Qwest will mutually agree to a process by which CLEC orders placed under a</p>	

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			Qwest Tariff can be distinguished by Qwest as being placed under a Qwest Tariff rather than under this Agreement.	
Issue 2 RESERVED				
Issue 3 Section 4 a. Definition of Tandem Office Switch [b. Factual determination that AT&T's and TCG's switches in the state meet this definition] [Note: With respect to this issue b, "Qwest strongly objects to the entirely new issues proposed by AT&T as not only untimely, but as	Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to: "End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and QWEST PROPOSED LANGUAGE "Tandem Office Switches" - CLEC end office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serves a comparable geographic area as Qwest's Tandem Office Switch. If the Parties have not already agreed that CLEC's switches meet the definition of Tandem Office Switches, a fact based	Qwest's definition is consistent with and tracks the language for 47 C.F.R. § 51.711(a)(3). It is also consistent with the language in Qwest's Washington SGAT. In its proposed definition of Central Office Switch, AT&T seeks to classify switches as tandem switches based on capability alone. Under AT&T's approach, when a switch is "capable of" serving a geographic area comparable to the area served by Qwest's tandem, it is to be classified as a tandem switch. Rule 711(a)(3) does not have the "capable of" language AT&T seeks to insert. Such a standard removes any incentive for AT&T to actually provide services to customers across a geographic area comparable to the area served by Qwest's	Central Office Switch" means a Switch used to provide Telecommunications Services, including, but not limited to: "End Office Switches" which are used to terminate End User Customer station loops, or equivalent, for the purpose of interconnecting to each other and to trunks; and AT&T PROPOSED LANGUAGE provided to Qwest on 9/26/03. "Tandem Office Switches" - CLEC end office Switch(es) shall be considered Tandem Office Switch(es) for the purpose of determining reciprocal compensation rates to the extent such Switch(es) serves is (are) <u>capable of serving</u> a comparable geographic area as Qwest's Tandem Office Switch. If the Parties have not already agreed that CLEC's switches meet the	AT&T's position is that its switch must be "capable of serving" a comparable geographic area as Qwest's Tandem Office switch in order for the AT&T switch to be considered a tandem switch for purposes of reciprocal compensation. It need not "actually serve" a comparable geographic area. 47 CFR Section 51.711(a)(c) states, "Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem interconnection rate." The FCC in the Virginia Arbitration Decision interpreted this rule to require an inquiry into whether the

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<p>inappropriate in this arbitration over the terms and conditions of a new interconnection agreement."]</p> <p>[Note: With respect to this issue b, "AT&T does not consider this a new issue as it has been addressed in negotiations and testimony."]</p>	<p>consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement.</p>	<p>tandem. Under AT&T's approach, AT&T could maintain switches with tandem <i>capabilities</i> without ever offering services via its switches to customers across a geographic area comparable to the area served by Qwest's tandem area while charging Qwest tandem switching rates.</p> <p>To be considered a tandem switch(es), AT&T's switch(es) must serve a geographic area comparable to the geographic area served by Qwest's tandem solely by means of AT&T's own switch.</p> <p>AT&T's proposed test and Qwest's proposed test differ significantly.</p>	<p>definition of Tandem Office Switches, a fact based consideration of geography, when approved by the Commission or mutually agreed to by the Parties, should be used to classify any Switch on a prospective basis. In addition, "Tandem Office Switches" are used to connect and switch trunk circuits between and among other End Office Switches. Access tandems typically provide connections for exchange access and toll traffic, and Jointly Provided Switched Access traffic while local tandems provide connections for Exchange Service (EAS/Local) traffic. CLECs may also utilize a Qwest Access Tandem for the exchange of local traffic as set forth in this Agreement. For purposes of this Agreement, AT&T's [TCG's] switches in the State are Tandem Office Switches.</p>	<p>CLEC's "switch is <i>capable of serving</i> a geographic area that is comparable to the architecture served by the incumbent LEC's tandem switch." FCC Virginia Arbitration Decision¹, paragraph 309 (emphasis added). The FCC did "not require an examination of the competitor's customer base." <i>Id.</i></p>
<p align="center">Issue 4 RESERVED</p>				
	<p>QWEST PROPOSED LANGUAGE</p>	<p>Qwest's proposed definition is</p>	<p>AT&T PROPOSED LANGUAGE -</p>	<p>First, AT&T's position is that</p>

¹ *In the Matter of Petition of AT&T Communications of Virginia Inc., Pursuant to Section 252(e)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., CC Docket Nos. 00-218, 00-249, 00-251, Memorandum Opinion and Order, DA 02-1731, Rel. July 17, 2003 ("FCC Virginia Arbitration Decision").*

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<p>Issue 5</p> <p>Section 4</p> <p>a. Definition of Exchange Service</p> <p>[b. If the Commission adopts Qwest's definition, (i) should the status quo be maintained whereby Qwest does not assess access charges to AT&T's FX service or (ii) should Qwest be permitted to assess access charges on AT&T's FX service and not be required to impute access charges to Qwest's competing FX service?]</p> <p>[Note: With respect to this issue b, "Qwest strongly objects</p>	<p>"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same local calling area as determined for Qwest by the Commission.</p>	<p>the same as the definition in its Commission-approved SGAT. Qwest's proposed definition also complies with Washington statutes and rules, as well as the Telecommunications Act of 1996, whereas AT&T's proposed definition does not.</p> <p>Exchange Service or Extended Area Service (EAS)/Local traffic" is traffic that originates and terminates within the same local calling area. The Commission determines the boundaries of local calling areas. See, e.g., Local Competition Order ¶ 1035.</p> <p>AT&T's proposed language would allow AT&T to convert calls that should be and currently are treated as toll calls into local calls solely based upon the assignment of the NPA/NXX. AT&T proposes to do so for both its own customers as well as Qwest retail customers. AT&T also seeks to charge Qwest reciprocal compensation for calls that otherwise are treated as toll calls for which Qwest</p>	<p>"Exchange Service" or "Extended Area Service (EAS)/Local Traffic" means traffic that is originated and terminated within the same Local Calling Area as determined for Qwest by the calling and called NPA/NXXs by the Commission.</p>	<p>the determination of the nature and compensation of a call should be based on the NPA/NXX of the originating and terminating telephone numbers (not the physical location of the users). The Commission should find that NPA-NXX codes have been and continue to be used by the industry to rate and bill calls and there is presently no viable alternative to the current system and no public policy reason to change that arrangement now.</p> <p>One way the issue (of defining calls based on the originating and terminating NPA/NXX) has been characterized is that of permitting AT&T to provide a foreign exchange-like service. Qwest believes this would permit AT&T to avoid toll charges. AT&T's position is that FX-like traffic consists of two categories of traffic, non-ISP and Internet Service Provider (ISP)-bound traffic. However, whether or not such traffic is "local" is not</p>
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² See *Intercarrier Compensation for ISP-Bound Traffic*, CC Docket No. 99-68, Order on Remand and Report and Order, 116 FCC Rcd 9161 (2001) ("ISP Remand Order").

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<p>to the entirely new issues proposed by AT&T as not only untimely, but as inappropriate in this arbitration over the terms and conditions of a new interconnection agreement."]</p> <p>[Note: With respect to this issue b, "AT&T does not consider this a new issue as it has been addressed in negotiations and testimony."]</p>		<p>receives retail intraLATA toll or wholesale switched access charges.</p> <p>AT&T suggests that its definition is consistent with industry standards, but it is neither consistent with the law nor with those standards. For example, although the industry assigns NPA/NXXs to parties based upon the geographic area where they are located, AT&T proposes divorcing NPA/NXX assignments from geographic areas altogether.</p> <p>AT&T's "virtual" NXX "service" is not comparable to Qwest's tariffed foreign exchange (FX) service. Qwest charges its FX customers for incoming calls from distant calling areas. AT&T, however, does not. Instead, AT&T proposes charging the originating party for carrying this toll-free traffic. Neither the Act nor any FCC rules encourages or endorses AT&T's proposal to shift its costs of serving its customers onto Qwest.</p> <p>AT&T's proposal implicates significant policy issues and many other state commissions</p>		<p>determinative of whether reciprocal compensation applies.</p> <p>a. In its ISP Remand Order², the Federal Communications Commission (FCC) reaffirmed that traffic delivered to an ISP is predominantly interstate access traffic subject to FCC jurisdiction under §201 of the Telecommunications Act of 1996, and established a cost recovery mechanism for the exchange of such traffic. Thus, ISP-bound traffic, including ISP-bound-FX-like traffic, is subject to the FCC's jurisdiction and its cost recovery mechanism, and is not subject to the jurisdiction of state commissions.</p> <p>b. Under the FCC's ISP Remand Order, <i>all</i> telecommunications traffic is subject to reciprocal compensation unless the traffic falls within the exemptions established in Section 251(g) of the Act. The FCC declined to use the local/non-local distinction to determine whether reciprocal compensation applies. Voice-FX-like traffic does not fall</p>
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		have declined to adopt "virtual" NXX proposals espoused by CLECs in arbitrations.		under the Section 251(g) carve out for two reasons. First, this traffic is not exchange access traffic. Second, regulators may not add new types of traffic to the Section 251(g) carve out because Congress intended the carve out to apply only to certain types of traffic that pre-existed the Telecommunications Act of 1996. Accordingly, voice-FX traffic is subject to the reciprocal compensation provisions of Section 251(b)(5).
Issues 6 – 16 RESERVED				
Issue 17 Sections 7.3.1.1.3.1 and 7.3.2.2.1 Reduction of Direct Trunked Transport Rate Element When 2-Way Trunking is Established for Reciprocal	7.3.1.1.3 If the Parties elect to establish two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the two-way Interconnection facilities shall be shared among the Parties by reducing the two-way Interconnection EF rate element charges as follows: QWEST PROPOSED LANGUAGE 7.3.1.1.3.1 The provider of the LIS two-way Entrance Facility (EF) will initially share the cost of the LIS	Qwest's language is consistent with the language in Qwest's Washington SGAT. AT&T improperly deletes Qwest SGAT language that acknowledges important differences between local 251(b)(5) traffic and Internet-bound traffic. The FCC's ISP Remand Order confirms that FCC rules relating to reciprocal compensation do not apply to Internet-bound traffic. Thus,	7.3.1.1.3 If the Parties elect to establish two-way trunks, for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the two-way Interconnection facilities shall be shared among the Parties by reducing the two-way Interconnection EF rate element charges as follows: AT&T PROPOSED LANGUAGE	In Sections 7.3.1.1.3.1 and 7.3.2.2.1, the parties have generally agreed to share the cost of two-way trunk groups that are supported by dedicated transport, however, there remains some disagreement. These provisions by their terms refer only to Entrance Facilities and Direct Trunked Transport. Qwest agrees that there is other two-way flat-rated transport that may come by

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<p>Reciprocal Compensation and Exclusion/ Inclusion of ISP-Bound Traffic</p>	<p>will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the EF, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.</p>	<p>the rules AT&T relies upon are inapplicable.</p> <p>AT&T's "comparable facility" language is vague. Either carrier may provide the transport necessary to create the interconnection between the carriers. The provider of the transport apportions cost when two-way trunking is supported. Qwest pays at the same rate it would have charged if Qwest had provided the same transport. AT&T's language suggests that Qwest might pay at the rate associated with a CLEC's "comparable facility providing equivalent functionality." To do so would make Qwest subject to asymmetric compensation when compensation should be symmetric per 47 CFR 51.711.</p> <p>By recommending deletion of the last sentence of the paragraph, AT&T seeks to have ISP-bound traffic transported as if it were local in nature. It is not.</p>	<p>7.3.1.1.3.1 The provider of the LIS two-way <u>Interconnection Entrance Facility (or other comparable facility providing equivalent functionality)</u> (EF) will initially share the cost of the LIS two-way EF by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the <u>Interconnection EF</u>, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-ISP-bound traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter <u>quarters governed by the initial relative use factor</u> justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter <u>the quarterly</u> charges. Once negotiation of a new factor is finalized, the bill reductions and payments will apply going forward,</p>	<p>transport that may come by another name and that AT&T and Qwest will share the cost. For example, if AT&T purchases two-way UNE dedicated transport from Qwest, the parties will share the cost of this facility. AT&T added parenthetical language to these provisions to make clear that they are not limited to Entrance Facilities and Direct Trunked Transport – "(or other comparable facility providing equivalent functionality)". AT&T's proposal is consistent with the agreed to language in 7.3.1(b) (not including the disputed sentence) that refers generically to flat-rated transport and states the agreement that the parties will share the cost when it is used to support two-way trunking.</p> <p>In addition, Qwest wishes to exclude "ISP-bound" traffic from the computation of the cost sharing for these facilities. There is no legal basis to do so. 47 CFR Section 51.709(b) allows recovery for all traffic – "The rate of a carrier providing transmission facilities</p>
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	<p>7.3.2.2 If the Parties elect to establish two-way trunks for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the facilities shall be shared among the Parties by reducing the two-way DTT rate element charges as follows:</p> <p>QWEST PROPOSED LANGUAGE</p> <p>7.3.2.2.1 The provider of the LIS two-way DTT facility will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet related traffic to substantiate a change in</p>		<p>for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet Related Traffic or traffic delivered to Enhanced Service Providers is interstate in nature.</p> <p>7.3.2.2 If the Parties elect to establish two-way trunks for reciprocal exchange of Exchange Service (EAS/Local) traffic, the cost of the facilities shall be shared among the Parties by reducing the two-way DTT rate element charges as follows:</p> <p>AT&T PROPOSED LANGUAGE</p> <p>7.3.2.2.1 The provider of the LIS two-way <u>Direct Trunked Transport Facility (or other comparable facility providing equivalent functionality)</u> (DTT facility) will initially share the cost of the LIS two-way DTT facility by assuming an initial relative use factor of fifty percent (50%) for a minimum of one quarter. The nominal charge to the other Party for the use of the DTT facility, as described in Exhibit A, shall be reduced by this initial relative use factor. Payments by the other Party will be according to this initial relative use factor for a minimum of one quarter. The initial relative</p>	<p>dedicated to the transmission of traffic between two carriers' networks shall recover only the costs of the proportion of that trunk capacity used by an interconnecting carrier to send traffic that will terminate on the providing carrier's network. Such proportions may be measured during peak periods."</p> <p>The language of this rule does not exclude "ISP-Bound" traffic. Likewise, there is nothing in the ISP Remand Order that supports the result sought by Qwest.</p>
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	<p>traffic to substantiate a change in that factor. If either Party demonstrates with non ISP-bound data that actual minutes of use during the first quarter justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up first quarter charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.</p>		<p>use factor will continue for both bill reduction and payments until the Parties agree to a new factor, based upon actual minutes of use data for non-Internet related traffic to substantiate a change in that factor. If either Party demonstrates with non-ISP-bound traffic data that actual minutes of use during the first quarter <u>quarters governed by the initial</u> relative use factor justify a relative use factor other than fifty percent (50%), the Parties will retroactively true up the first quarter quarterly charges. Once negotiation of new factor is finalized, the bill reductions and payments will apply going forward, for a minimum of one quarter. By agreeing to this interim solution, Qwest does not waive its position that Internet related traffic is interstate in nature.</p>	
<p>Issue 18 Section 7.3.4.1.2 Reciprocal Compensation and Calculation of Tandem Transmission Rate</p>	<p>QWEST PROPOSED LANGUAGE 7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section. When a CLEC Switch meets the definition, the per minute of use call termination is equal to the sum of (1) the Termination rate as</p>	<p>FCC Rule 47 C.F.R. 51.711 dictates that the ILEC pay the tandem rate in this case. The rule does not call for payment of an assumed transport rate as well. Further, Qwest does not routinely charge for nine miles of transport when it switches terminating traffic at the Qwest</p>	<p>AT&T PROPOSED LANGUAGE 7.3.4.1.2 For purposes of call termination, CLEC Switch(es) shall be treated as End Office Switch(es) unless CLEC's Switch(es) meet the definition of a Tandem Switch in this Agreement in the Definitions Section. When a CLEC Switch meets the definition, the per minute of use call termination is equal to the sum of (1) the Termination rate as</p>	<p>AT&T is entitled to charge and receive the call termination, tandem switching and tandem transmission rate elements when AT&T's switch meets definition of a tandem switch under 47 CFR Section 51.711(a)(3). These rate elements are symmetrical to the charges Qwest assesses when a Qwest tandem switch is used as part of the</p>

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	described in Exhibit A of this Agreement and (2) the Tandem Switched Transport rate.	tandem.	described in Exhibit A of this Agreement, (2) the Tandem Switched Transport rate <u>and (3) the Tandem Transmission rate for nine (9) miles of common transport.</u>	transport and termination of an AT&T originated call. AT&T is entitled to charge a symmetrical rate pursuant to 47 CFR Section 51.711.
Issue 19 Section 7.3.6.2.1 ISP-Bound Traffic, UNE-P Minutes and the 3:1 Ratio of Terminating to Originating Traffic [CLOSED]			This issue was resolved on 10/7/03. The Parties agreed to use AT&T's language shown below. 7.3.6.2.1 Identification of ISP-bound traffic: The Parties will presume traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is ISP-bound traffic. Either Party may rebut this presumption by demonstrating the factual ratio to the state Commission. This ratio will include minutes exchanged under Section 7 of this contract, as well as UNE-P minutes originated and terminated.	
Issue 20 RESERVED				
Issue 21 Section 7.3.8 Billing for traffic that does not carry	QWEST PROPOSED LANGUAGE 7.3.8 Signaling Parameters: Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.)	AT&T's proposal seeks to allow for an increase in levels of unidentified originating number calling from 5% to 10%. In aggregate, Qwest and other WA carriers currently exchange 5% or less "No CPN" traffic.	AT&T PROPOSED LANGUAGE as of 9/15/03. [Note: this language is not marked to show changes because the differences between AT&T and Qwest language are so great] 7.3.8 Signaling Parameters:	AT&T's position is that each party should pass the calling party number (CPN) on no less than 90% of the traffic passed to the other party. For the up to 10% of traffic that does not contain CPN, AT&T

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<p align="center">CPN</p> <p>a. Should the threshold for traffic without CPN be 90% or 95%?</p> <p>b. If the originating party passes CPN on less than the threshold amount, should those calls passed without CPN be billed as intraLATA switched access or based on a percentage local usage (PLU)?</p> <p>c. Is the transit provider responsible for no-CPN traffic originated by third parties?</p>	<p>to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including Calling Party Number (CPN), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored. If CLEC fails to provide CPN (valid originating information), and cannot substantiate technical restrictions (i.e., MF signaling) such traffic will be billed as Switched Access. Traffic sent to CLEC without CPN (valid originating information) will be handled in the following manner. The transit provider will be responsible for only its portion of this traffic, which will not exceed more than five percent (5%) of the total Exchange Service (EAS/Local) and Exchange Access (IntraLATA Toll) traffic delivered to the other Party. Qwest will provide to CLEC, upon request, information to demonstrate that Qwest's portion of no-CPN traffic does not exceed five percent (5%) of the total traffic delivered.</p>	<p>Elevated levels of this traffic type create higher occurrences of billing disputes between carriers. Further, AT&T proposes an administratively complex apportioning of what should be a relatively small amount of traffic. AT&T's language could entice an opt-in carrier to extract CPN from toll calls and only provide CPN on calls which are local. AT&T's proposed formula would then dictate that a local rate should be applied to all traffic. It would incent exactly the wrong behavior.</p> <p>Transiting is neither origination nor termination of a call. Since transport of <u>transit</u> traffic between an originating carrier and a terminating carrier is not the provision of local exchange service, it is not subject to Section 251(c) of the Act. Contrary to AT&T's final paragraph, a terminating carrier cannot, by law, charge a transit carrier for call termination. It must look to the party that originated the call.</p>	<p>7.3.8.1 Qwest and CLEC are required to provide each other the proper signaling information (e.g., originating call party number and destination call party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided including originating line information (OLI), calling party category, Charge Number, etc. All privacy indicators will be honored.</p> <p>7.3.8.2 Where SS7 connections exist, each Party shall pass Calling Party Number ("CPN") information, where available, on each EAS/Local and IntraLATA toll call carried over Interconnection trunks. All EAS/Local and IntraLATA Toll calls exchanged without CPN information will be billed as either EAS/Local Traffic or IntraLATA Toll Traffic in direct proportion to the minutes of use (MOU) of calls exchanged with CPN information for the preceding quarter, utilizing a PLU factor determined in accordance with Section 7.3.9 of this Agreement. If the percentage of EAS/Local and IntraLATA Toll calls passed with CPN is less than ninety percent (90%) for a given month, the terminating Party will</p>	<p>proposes that a factor be used. The factor is established based on all the traffic that has CPN. So, for example, if the traffic that has CPN is 80% local and 20% toll, the traffic that has no CPN would be billed 80% local and 20% toll. Qwest's proposal requires 100% compliance with passing CPN (unless one can "substantiate technical restrictions"). Under Qwest's proposal the non-CPN traffic will be billed at switched access rates. There is no basis to presume that all traffic without CPN is switched access traffic. The more balanced approach is the application of the factor proposed by AT&T. AT&T agrees CPN should be passed whenever possible where SS7 exists and AT&T's proposal reflects that.</p> <p>47 CFR Section 64.1601(a) generally requires that "common carriers using Signaling System 7 and offering or subscribing to any service based on Signaling Systems 7 functionality are required to transmit the calling party number (CPN)</p>
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			<p>inform the originating Party that the CPN percentage has fallen below the targeted 90%. The Parties will coordinate and exchange data as necessary to determine the cause of the failure and to assist its correction. If after three (3) consecutive months from the date the terminating Party noticed the originating Party, the percentage of EAS/Local and IntraLATA calls passed with CPN continues to be less than ninety percent (90%), and if the terminating Party has reason to believe that the lack of CPN is not primarily due to legitimate causes consistent with 47 CFR §64.1601(d) (such as customers' requests for privacy indicators, calls originating from payphones, PBX's or Centrex systems), the terminating Party may file a complaint with the Commission in which the terminating Party shall demonstrate that it is appropriate to assess access charges or other penalties relating to the no CPN traffic because the lack of CPN is not the result of legitimate causes. Until and unless a state commission finds that it is appropriate to assess access charges or other penalties to the no CPN traffic, all such calls exchanged without CPN will be</p>	<p>associated with an interstate call to interconnecting carriers." However, subsection (b) of this rule allows subscribers to block their CPN. In addition, subsection (d) sets forth circumstances where a carrier is not required to pass CPN. It is AT&T's position that rather than expend the resources to substantiate every call that does not contain the CPN, the parties should use the factoring approach proposed by AT&T. AT&T has expressly incorporated the FCC's rule into its proposal.</p> <p>Should a terminating party receive traffic from the other Party for which less than 90% of the traffic contains CPN, AT&T proposes a process that includes notification by the terminating carrier, a period to attempt to resolve this no CPN condition, and a complaint (dispute resolution under the ICA may be appropriate as well) before the terminating carrier is allowed to charge access rates on the no CPN traffic in excess of 10%.</p>
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			<p>billed as either EAS/Local or IntraLATA Toll in direct proportion to the minutes of use of calls exchanged with CPN for the immediately preceding quarter.</p> <p>7.3.8.3 The transit provider will be accountable for transit traffic without CPN unless the transit provider provides information to the terminating Party each month that identifies the carriers that originated the no-CPN traffic, and the no-CPN traffic originated by each carrier. If the transit provider does not provide such information, the no-CPN traffic will be treated consistent with this section and as though the traffic was originated by the transit provider.</p>	<p>Because Qwest has expressed a concern about being the transit provider, AT&T has proposed additional language expressly addressing the obligation of the transit provider. In a transit situation, the terminating carrier has only the information passed on by the transiting carrier. If the transiting carrier does not pass enough information to the terminating carrier to enable it to bill for terminating the call, the terminating carrier will not be compensated. AT&T's proposal makes the transiting carrier responsible to provide the information needed to enable the terminating carrier to be compensated. If the transiting carrier does not provide such information, then the terminating carrier may bill the transiting carrier.</p>
<p>Issue 22 Section 8.2.1.31 Abandonment</p>	<p>QWEST PROPOSED LANGUAGE 8.2.1.31 If Qwest finds, in the course of business, evidence to substantiate, that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises, Qwest shall notify</p>	<p>AT&T's proposed language restricts Qwest's ability to quickly and efficiently dispose of abandon equipment by imposing a mandatory three month period of non-payment before Qwest can proceed with</p>	<p>AT&T PROPOSED LANGUAGE to Qwest on 9/02/03. [Note: this language is not marked to show changes because the differences between AT&T and Qwest language are so great]</p>	<p>Qwest should not be permitted to determine in its sole discretion when abandonment has occurred. Qwest's proposed language states that "if Qwest finds in the course of business,</p>

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	<p>CLEC in writing of the existence of such equipment or property and CLEC shall have thirty (30) Days from the date of such notice to remove such equipment or property from Premises. If, prior to the termination of the thirty (30) Day period, CLEC disputes that the equipment or property of CLEC has been abandoned or left unclaimed at the Premises, CLEC shall deliver to Qwest written notice of such dispute (the "Resolution Request") and commence Dispute resolution proceedings pursuant to Section 5.18 of this Agreement. If no Resolution Request has been delivered, then thirty (30) Days after the date of the notice all equipment or property of CLEC not removed from the Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. If CLEC delivers a Resolution Request but fails to commence dispute</p>	<p>an abandonment notice.</p> <p>AT&T's revised language imposes mandatory requirements regardless of the unique circumstances of a particular abandonment or other valid indicia of abandonment besides non-payment. After waiting 90 days for nonpayment, the CLEC is still entitled to invoke the dispute resolution process if it disputes Qwest's notice of abandonment. Therefore, AT&T's language serves only to needlessly extend the timeframe for when a dispute regarding abandonment can be resolved.</p> <p>Qwest's proposed language and process affords abandoning CLECs every opportunity to protect their interests in the event they dispute that they have abandoned the site. Referring disputes regarding whether a CLEC has actually abandoned its site and equipment to the dispute resolution process at the outset is more appropriate because it allows for flexible and quick resolution of a claim of abandonment.</p>	<p>8.2.1.31 Qwest may determine in good faith, using nondiscriminatory objective criteria, that equipment or property of CLEC has been abandoned or left unclaimed in or at a Collocation Premises. One of the objective criteria that must be present before such determination may be made is that CLEC has failed to pay undisputed monthly recurring charges associated with such Collocation Premises for at least three consecutive months immediately preceding such determination. Once Qwest makes such a determination, it may provide CLEC notice of abandonment which shall at a minimum include (i) the identification of the affected Collocation Premises, (ii) the bases for Qwest's determination of abandonment, (iii) a point of contact at Qwest regarding the claimed abandonment and (iv) notice that CLEC has no less than thirty (30) Days to remove its equipment or property.</p> <p>8.2.1.31.1 If CLEC responds in writing within thirty (30) Days that it disputes Qwest's determination of abandonment, the parties may resolve the dispute through negotiation or Dispute Resolution pursuant to Section</p>	<p>evidence to substantiate that any equipment or property of CLEC has been abandoned or left unclaimed in or at any Premises," This will be the basis upon which Qwest determined abandonment. The Qwest proposal provides no objective criteria that Qwest would use in determining there is "evidence" of abandonment. As a result, the determination is left to Qwest's sole discretion. This is not appropriate and leaves AT&T at risk of Qwest's abuse of this discretion.</p> <p>AT&T's language is intended to provide more time and greater balance. In the event of abandonment, Qwest wishes to take ownership of AT&T's equipment and do with such equipment as Qwest sees fit. AT&T's position is that if this occurs, there should be balance in the way it is handled.</p> <p>In addition, AT&T's language expressly states when collocation recurring charges stop. Qwest has not addressed this in its</p>
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	<p>resolution proceedings pursuant to Section 5.18 of this Agreement or to otherwise resolve the dispute with Qwest, as evidenced by a writing executed by Qwest, within thirty (30) Days of the delivery of such Resolution Request, then thirty Days after the date of the Resolution Request, all equipment or property of CLEC not removed from the Qwest Premises shall conclusively be deemed and construed to have been transferred, deeded, and assigned by CLEC to Qwest and may be appropriated, sold, stored, destroyed and/or otherwise disposed of by Qwest without further notice to CLEC and without obligation to account therefor, and CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or other disposition of such equipment or property. CLEC hereby releases and agrees to defend, indemnify, and hold harmless Qwest from and against any and all costs, expenses, claims, judgments, damages, liability or obligation arising out of or in connection with Qwest's exercise of any or all of its rights under this Section 8.2.1.31. Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning Application, the</p>	<p>AT&T further restricts Qwest ability to dispose of abandoned equipment and "mitigate" its damages by imposing unnecessary extensions of the 30 day abandonment notice period. Thirty days is more than sufficient time for the CLEC to remove any equipment it may want.</p> <p>AT&T's demand that Qwest "mitigate" its damages serves only to raise disputes between the parties over what constitutes "reasonable efforts" and "mitigation." To the extent a CLEC believes Qwest has not properly "mitigated" its expenses, that dispute should be addressed in the dispute resolution process.</p> <p>Qwest continues to maintain AT&T's demands for an accounting are unnecessary and cumbersome.</p> <p>Qwest requires a remedy that holds Qwest harmless and permits Qwest to dispose of abandoned equipment. Cumbersome and costly abandonment procedures such as AT&T's are inappropriate</p>	<p>5.18, initiated no later than the end of such thirty (30) Day notice period.</p> <p>8.2.1.31.2 If CLEC responds to such notice agreeing with such abandonment or fails to respond to such notice, CLEC's equipment shall be deemed abandoned and CLEC shall have until the end of such thirty (30) Day notice period to remove its equipment or property from the Collocation Premises. If CLEC fails to remove its equipment or property by the end of such thirty (30) Day period, Qwest may appropriate, sell, store, and/or otherwise dispose of such equipment; provided, however, that if CLEC has commenced removal of its equipment or property prior to the end of such thirty (30) period, Qwest shall allow CLEC up to thirty (30) additional days to complete the removal. Once the time period for removal of CLEC's equipment or property has elapsed, Qwest shall cease charging CLEC any recurring charges associated with the Collocation site where such abandoned equipment or property was located. CLEC shall reimburse Qwest for all reasonable expenses incurred in connection with the storage or disposition of</p>	<p>language, leaving the possibility that Qwest will continue to bill for recurring charges indefinitely, even after Qwest has determined abandonment has occurred and taken possession of the collocation site and equipment.</p> <p>If Qwest sells AT&T's equipment and the costs of sale are less than the sale proceeds, Qwest should refund AT&T the difference. AT&T's proposed language is intended to reflect that Qwest has a duty to mitigate its damages in these situations. Qwest's proposal does not reflect this. AT&T's proposal does not require an accounting from Qwest unless CLEC agrees to pay for it.</p>
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	<p>provisions of Section 8.2.1.22 of this Agreement, shall govern the equipment or property of CLEC and not this Section 8.2.1.31 unless CLEC fails to remove its equipment or property in accordance with the terms of Section 8.2.1.22 of this Agreement.</p>	<p>where the CLEC has intentionally abandoned the collocation site and equipment and the CLEC or its former owners refuse to incur the expense and burden of clearing the site of the equipment or making appropriate arrangements for the equipment's disposal. Because the equipment CLECs abandon has virtually no market value, streamlining the disposal of unwanted equipment more appropriately addresses the circumstances of an abandonment.</p>	<p>such equipment or property, provided that Qwest makes reasonable efforts to mitigate such expenses. If Qwest receives value for such abandoned equipment or property, Qwest shall use such value to offset expenses it incurs in appropriating, selling, storing or otherwise disposing of such equipment or property. Qwest shall not be obligated to provide CLEC with an accounting of expenses Qwest seeks to recover from CLEC, unless CLEC requests in writing such an accounting and agrees to bear the reasonable expenses incurred by Qwest in preparing the same.</p> <p>Notwithstanding the provisions of this section, where CLEC has submitted a Decommissioning Application, the terms for Collocation Decommissioning contained in this Agreement shall apply.</p>	
<p>Issues 23-24 RESERVED</p>				
<p>Issue 25 Section 12.2.9.3.6</p>			<p>Closed on 8/22/03. Parties agreed to use the following language:</p> <p>12.2.9.3.6 Comprehensive</p>	

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<p>Comprehensive Production Testing</p> <p>[CLOSED]</p>			<p>Production Testing — Comprehensive Production Testing permits a comprehensive test of the totality of Qwest's operational interfaces and processes in conjunction with the actual preordering, ordering, provisioning, billing and maintenance of Network Elements, Ancillary Services, and UNE Combinations, including, without limitation, UNE-P, prior to or contemporaneously with the offering by CLEC of any CLEC product or service incorporating Qwest's Network Elements, UNE Combinations or Ancillary Services. Such Comprehensive Production Testing shall be designed to permit an individual CLEC to test its own operational interfaces and processes in conjunction with Qwest's and shall be in addition to any testing processes offered or required for interface development, version changes and/or certification (.e.g. Interoperability testing). The testing described in this Section is not conditional on CLEC's commitment to enter a market with any services but is conditional on any certification on operational interfaces or processes required under this Agreement.</p>	
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			<p>12.2.9.3.6.1 Qwest shall participate in Comprehensive Production Testing upon CLEC's request. CLEC shall notify Qwest in writing of CLEC's intent to participate in Comprehensive Production Testing. Such notice shall include a statement describing the scope of the test. CLEC and Qwest shall commence and complete Comprehensive Production Testing promptly.</p> <p>12.2.9.3.6.2 Within ten (10) business days after CLEC's written notice to Qwest of CLEC's intent to conduct Comprehensive Production Testing, CLEC and Qwest shall meet and continue meeting no less frequently than once per week thereafter to agree upon a process to resolve technical issues relating to Comprehensive Production Testing. Unless otherwise agreed, within ten (10) business days after CLEC's first meeting with Qwest, CLEC shall provide Qwest with a firm definition of the scope of the comprehensive testing. Within a mutually agreed period of time, which shall not exceed forty-five (45) business days after CLEC defines the scope of the comprehensive testing, Qwest and CLEC will reach agreement on the</p>	
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			<p>terms, guidelines and processes for executing the comprehensive testing and meeting CLEC's objectives. The agreed upon process shall include procedures for escalating disputes and unresolved issues up through higher levels of each company's management. If (a) CLEC and Qwest do not reach agreement on such a process within forty-five (45) business days after CLEC provides Qwest with the firm scope, or (b) Qwest or CLEC has failed to meet or continue meeting regarding, or Qwest or CLEC has otherwise indicated its intention not to conduct, Comprehensive Production Testing, or (c) Qwest and CLEC cannot agree upon whether or how much of the cost of such testing is to be allocated to CLEC or (d) during any Comprehensive Production Testing either Party fails to satisfy any of the requirements set forth in this Section 12.2.9.3.6, any issues that have not been resolved by the Parties with respect to such process or either Party's failure to satisfy any of the requirements of this Section 12.2.9.3.6 shall be submitted, at the sole discretion of either Party, to either (i) the Dispute Resolution procedures set forth in Section 5.18 of this</p>	
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			<p>Agreement or (ii) any dispute resolution or complaint process available or permitted by or before the Commission. In any expedited dispute resolution or complaint process, the Parties shall jointly request that the decision-maker render a decision within ninety (90) Days after submission of the dispute or complaint.</p> <p>The intervals for comprehensive testing apply to one comprehensive test. One comprehensive test may include overlapping testing by CLEC in more than one state within a single comprehensive testing request. If Qwest has multiple requests for comprehensive testing then the intervals for each request will be separately negotiated. Multiple requests are CLEC requests for comprehensive production testing received within the same 45 business day interval referenced above. If the CLEC is not in agreement with the given intervals and the disagreement is not resolved within ten (10) business days, the requesting CLEC may submit the matter to the dispute resolution process.</p> <p>12.2.9.3.6.3 For the purposes of Comprehensive Production</p>	
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			<p>Testing, Qwest shall temporarily provision selected local Switching features for testing pursuant to the terms and conditions of this Agreement. CLEC will bear the cost of such provisioning as called for by this Agreement.</p> <p>12.2.9.3.6.4 For the purposes of Comprehensive Production Testing, Qwest shall provision pursuant to the terms and conditions of this Agreement or pursuant to a Qwest retail Tariff, whether singly or as part of a UNE Combination, any kind of Unbundled Loop or retail services designated by CLEC in such quantities and to any location or locations reasonably requested by CLEC. For example Qwest shall provision, either singly or as part of a UNE Combination, a residential Loop or retail service to a commercial facility, such as an office building. In such cases, if a Commission waiver is not required, Qwest shall not assert that Tariff limitations restrict such Provisioning, or if a Commission waiver is required, the Parties will expeditiously seek such a waiver.</p> <p>12.2.9.3.6.5 The Parties shall provide technical staff to meet to provide required support for</p>	
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			<p>Comprehensive Production Testing.</p> <p>12.2.9.3.6.6 During Comprehensive Production Testing, the Parties shall provide a single point of contact that is available during business hours Monday through Friday for trouble status, sectionalization, resolution, escalation and closure of comprehensive testing issues. Comprehensive testing issues are those test issues which are outside the scope of routine preordering, ordering, provisioning, billing, maintenance and repair of the services being tested. Such staff shall be adequately skilled to facilitate expeditious problem resolution.</p> <p>12.2.9.3.6.7 Either Party may supply information about the Comprehensive Production Testing conducted pursuant to this section to regulatory agencies including the Federal Communications Commission and the Commission so long as any confidential obligation is protected pursuant to the terms of Section 5.16.</p> <p>12.2.9.3.6.8 The costs of testing shall be assigned to the</p>	
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			<p>CLEC requesting the test procedures, but only to the extent that such costs exceed the costs Qwest would otherwise incur administering CLEC's pre-order, order, Billing, Maintenance and Repair activities in the production (non-test) environment or the costs Qwest would otherwise incur in provisioning retail lines for test purposes. Prior to execution of Comprehensive Production Testing, Qwest shall provide to CLEC an itemized quotation of all costs Qwest believes it is entitled to recover from CLEC pursuant to this Section 12.2.9.3.6.8, including a detailed description of each activity including the Qwest underlying assumptions for which Qwest seeks recovery. CLEC shall be permitted to challenge the necessity of Qwest's activities that cause extraordinary costs to be incurred. Challenges made by CLEC that cannot be resolved by the Parties shall be resolved through the dispute resolution process outlined in this agreement at Section 5.18. At the point that the expenses of the testing reach eighty percent (80%) of the quoted amount, Qwest will notify CLEC and provide a modified quotation, at which point, CLEC can choose whether or not to continue testing.</p>	
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			<p>CLEC shall have 30 business days to notify Qwest if CLEC wishes to continue the comprehensive testing. If the CLEC elects to discontinue the comprehensive testing, then testing will cease immediately and CLEC shall pay the amount due. If CLEC wishes to continue the testing it will accept the modifications to the quotation, or inform Qwest that CLEC disputes the modifications to the quotation but still wants the test to proceed, in writing within 30 business days and billing will continue as agreed. Qwest shall provide to CLEC with such modified quote a detailed explanation of each change in cost and why Qwest believes CLEC is responsible for such changes in cost. This section is in addition to CLEC's responsibility to pay normal recurring and non-recurring charges (retail and wholesale) for the facilities and services identified in this Agreement and reflected in Exhibit A or a Qwest retail tariff, if applicable, ordered during the testing. If construction is requested for the purpose of comprehensive testing, the Parties will adhere to the applicable terms and conditions relating to construction contained in this Agreement or the Qwest retail</p>	
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			<p>tariff, depending on the services CLEC ordered. The parties will agree to reasonable timeframes for construction performed for comprehensive testing. If at any time the Parties are in dispute over the allocation of cost associated with testing, CLEC may request in writing that the testing proceed while the Parties work to resolve such a dispute. If CLEC agrees to pay 50% of the actual charges Qwest incurs in accordance with the agreed terms as if no dispute existed, then Qwest will proceed with the testing. If, after the dispute is resolved, CLEC has paid to Qwest any amount that exceeds the amount it owes pursuant to the resolution, Qwest agrees to credit CLEC for that excess amount. However, if the CLEC owes monies to Qwest, CLEC agrees to pay the remaining balance pursuant to the resolution.</p>	
Issue 26 RESERVED				
Issue 27 Section 21.1.1.1.1	<p>[NOTE: Section 21.1.1.1 was resolved on 10/24/03. The Parties agreed to use Qwest's language shown below.]</p>		<p>[NOTE: Section 21.1.1.1 was resolved on 10/24/03. The Parties agreed to use Qwest's language.]</p>	

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<p>CABS Compliant Billing [CLOSED]</p>	<p>21.1.1.1.1 Subject to Qwest's Change Management Process (CMP), Qwest will work with CLEC to address the following CABS format billing items: (i) to process bill data and CSRs on the same date; (ii) to perform all standard CABS BOS edits on the UNE bills; (iii) to populate activity date with the date of the activity associated with the charges; (iv) to populate the adjustment thru date with the date through which the adjustment applies; (v) to populate adjustment from the date with the date from which the adjustment applies; (vi) to populate an audit number with the reference number provided by AT&T, which a reference number is included in the transaction; (vii) to populate recurring/non-recurring charge indicator with a value of "1" for monthly recurring access charges and a value of "2" for non-recurring charges; (viii) to populate service established dates with the date on which service was established; (ix) to separate taxes and surcharges and populate on the appropriate records per the CABS guidelines; (x) to establish and use more descriptive local use phrase codes for UNE charges and adjustments.</p>			

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<p>Issues 28-29 RESERVED</p>				
<p>Issue 30 Sections 21.1.2.3.1 & 21.1.2.3.2 Billing for Traffic without CIC Codes</p>	<p>QWEST PROPOSED LANGUAGE Qwest rejects 21.1.2.3.1 & 21.2.3.2</p>	<p>Qwest follows industry guidelines for the signaling, routing and billing of its traffic. All carriers/providers have access to these guidelines. Qwest, serving as a transit carrier, has no requirement or desire to accept the financial responsibility of other providers. AT&T may use the originating caller NPA/NXX to determine the OCN . AT&T should negotiate terms for signaling, routing, and billing with any originating carrier/provider.</p> <p>Signaling information that Qwest receives, where Qwest is a transiting carrier, is passed along to networks receiving the traffic. The most accurate way for AT&T to receive the information it is seeking is from the originating carrier of the switch originating the traffic.</p> <p>Carrier Identification Codes (CICs) are not required in the signaling, routing or billing of local traffic. CICs are assigned to carriers by North American</p>	<p>AT&T PROPOSED LANGUAGE 21.1.2.3.1 <u>If Qwest does not have an OCN identifier for a local exchange carrier (LEC), including incumbent, competitive, or wireless carriers, or a CIC identifier for an IXC for whom Qwest must supply to CLEC Connectivity Billing records or information pursuant to this Section, Qwest agrees that it will assist the LEC or IXC in obtaining the appropriate identifier (i.e., CIC and/or OCN) expeditiously. Until the LEC or IXC has received its own CIC or OCN identifier, Qwest agrees that it will submit its CIC or OCN, as appropriate, to CLEC on those records for billing and payment. Qwest further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</u></p> <p>21.1.2.3.2 <u>If CLEC does not have an OCN identifier for a local exchange carrier (LEC), including incumbent, competitive, or wireless carriers, or a CIC identifier for an IXC for whom CLEC must supply to Qwest Connectivity Billing</u></p>	<p>AT&T seeks a mutual obligation to provide Operating Company Numbers (OCNs) on local/intraMTA/intraLATA toll calls that are handled within the local exchange carriers' (LEC) networks without IXC involvement and Carrier Identification Codes (CIC) on calls that involve interexchange carriers (IXCs). If either party fails to provide this information within the billing record, the party that has failed to include the CIC or OCN identifier will be responsible to the terminating carrier for intercarrier compensation charges.</p> <p>The CIC code identifies the interexchange carrier and the OCN identifies the local/intraMTA/intraLATA toll local exchange carrier so that the terminating carrier knows to whom it should bill terminating charges. When IXC calls come to AT&T through a Qwest tandem, Qwest knows from whom it is</p>

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		<p>Numbering Plan Administration (NANPA) for equal access routing. CICs are routing codes used by carriers to route traffic from subscribers' Primary Interexchange Carrier (PIC) to the carrier's network.</p> <p>Operating Company Numbers (OCNs) are not required in the signaling, routing, or billing of local traffic. OCNs are administrative numbers assigned by National Exchange Carrier Association (NECA) and Telcordia Routing Administration. OCNs are a method of identifying numbering resource code holders and related information.</p> <p>AT&T's proposal is not supported by law. Transiting is neither origination nor termination of a call. Since transport of <u>transit</u> traffic between an originating carrier and a terminating carrier is not the provision of local exchange service, it is not subject to Section 251(c) of the Act. Contrary to AT&T's final paragraph, a terminating carrier cannot, by law, charge a transit carrier for call termination.</p>	<p><u>records or information pursuant to this Section. CLEC agrees that it will assist the LEC or IXC in obtaining the appropriate identifier (i.e., CIC and/or OCN) expeditiously. Until the LEC or IXC has received its own CIC or OCN identifier, CLEC agrees that it will submit its CIC or OCN, as appropriate, to Qwest on those records for billing and payment. CLEC further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.</u></p>	<p>receiving the calls and must provide the CIC to AT&T within the billing record or else AT&T will not know the identity of the IXC it should bill. Qwest's failure to provide CICs will result in AT&T's inability to bill access charges to the proper carrier. Since Qwest receives the call in the first place (over a dedicated trunk group with a "hard-coded" CIC), it should be responsible to provide the information to AT&T. If Qwest won't provide this information, then AT&T should be able to charge Qwest for the access revenue AT&T is unable to bill to the appropriate carrier due to Qwest's failure to provide the CIC. Similarly, Qwest should provide AT&T with the OCN on other call types, because Qwest is directly interconnected with the originating carrier and is therefore able to obtain or derive the OCN by virtue of the dedicated connections. Since AT&T generally pays Qwest for billing records that are supposed to include the CIC or OCN, the information should be contained in those records. If not, Qwest should</p>
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				bear responsibility for this omission.
Issues 31-32 RESERVED				
Issue 33 Section 21.2.4 Alternately Billed Calls	QWEST PROPOSED LANGUAGE 21.2.4 For alternately-billed calls Billing to customers served by a CLEC switch, the Parties agree to enter into a separate arrangement concerning the processing, Billing and collection of these calls through CMDS, the intra-region intraLATA equivalent, or some other arrangement, including compensation. Calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent. For alternately-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount. For alternately-billed calls, billing to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents (\$.03) per call.	Qwest's disagreement with AT&T regarding alternatively billed calls is limited to UNEs and Resale. Alternatively billed calls for AT&T's UNE and resale customers present a unique situation that arises solely because of the fact that the line is a UNE or resold line. Currently, for alternately billed calls for AT&T's UNE-P or resale customers, Qwest passes the call information to AT&T on the Daily Usage File to AT&T to allow AT&T to bill its end-user customer. Qwest then bills AT&T for the call on its interconnection bill. Qwest provides its resale discount where applicable to compensate AT&T with the margin between the resale rate and the retail rate for the call. For calls originated by other companies and passed to Qwest via CMDS, Qwest also passes information regarding those calls on the DUF and	AT&T PROPOSED LANGUAGE 21.2.4 <u>This Agreement does not contain an arrangement by which the parties compensate one another for alternately billed calls. For alternately-billed calls Billing to customers served by a CLEC switch, To the extent the Parties agree are willing to enter into a separate an arrangement concerning the processing, Billing, and collection of these calls through CMDS, the intra-region IntraLATA equivalent, or some other arrangement, the terms for any arrangement, including compensation arrangements, would be the subject of a separate agreement. Calls Billing to UNE and Resale lines are billed directly to CLEC and employ the Daily Usage File rather than CMDS or its intra-region intraLATA equivalent. For alternately-billed calls billing to UNE and resale lines, where Qwest's intrastate Tariff applies, Qwest will bill the call at the retail rate less the wholesale discount. For alternately-billed calls, billing</u>	Qwest seeks to require AT&T as a resale or UNE-P customer to be responsible for alternately billed calls. AT&T does not believe it is appropriate to include this obligation in the interconnection agreement. If the Parties are willing to enter into billing and collection arrangements for handling end user needs, those terms are properly the subject of a separate business agreement between the Parties, which AT&T is prepared to negotiate.

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		<p>agrees to pay AT&T \$.03 per call. If Qwest cannot pass such call information on the DUF, Qwest would be faced with processing the call, attempting to recognize that it billed to a CLEC line, and rejecting the call back to CMDS as unbillable. Qwest would not be compensated for this processing. The originating company would then be left to figure out how to get the call billed or, more likely, forced to write the call off as unbillable. Qwest's proposal is more efficient, more timely, and less costly for all parties.</p> <p>Qwest proposes to continue to pass the usage records for UNE and resale customers to AT&T using the DUF, as it has for more than five years. This proposal is consistent with the agreements AT&T and Qwest have reached in the undisputed portions of the agreement and with generally industry practice. It is consistent with general industry practice for AT&T to bear the risk that its own UNE or resale customers may not pay for the alternatively-billed calls they agreed to pay.</p>	<p>to UNE and resale lines, where Qwest's intrastate Tariff does not apply, Qwest will bill the call at the retail rate and compensate CLEC three cents (\$.03) per call.</p>	
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		<p>Qwest's proposal does not preclude AT&T from entering into agreements with any other provider, but simply provides for the manner in which alternatively-billed calls for AT&T's UNE or resale customers will be handled if no such agreement exists.</p>		
<p>Issue 34 Section 21.8</p>	<p>QWEST PROPOSED LANGUAGE 21.8 Qwest does not authorize CLEC to offer Qwest the ILEC as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where CLEC assigns Qwest as LPIC 5123 to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount.</p>	<p>Qwest does not require AT&T to offer Qwest as an LPIC choice to its new local retail subscriber. If AT&T elects to offer Qwest as an LPIC, then Qwest will bill AT&T for its intraLATA toll at the retail rate and apply the wholesale discount. The discount compensates AT&T for billing and collection at a substantially higher rate than most billing and collection agreements allow. The industry has not offered a solution to UNE-P in this scenario. Resale has never billed its intraLATA Qwest toll any differently.</p> <p>When Qwest's interexchange affiliate is AT&T's subscriber's choice for PIC and LPIC, this arrangement is not an issue.</p>	<p>AT&T PROPOSED LANGUAGE 21.8 Qwest does not authorize CLEC to offer Qwest the ILEC as a Local Primary Interexchange Carrier (LPIC) to its existing or new End User Customers. Where CLEC assigns Qwest as LPIC 5123 to CLEC's existing or new End User Customers, Qwest will bill CLEC at the IntraLATA toll retail rate with the applicable wholesale discount. <u>If, during the term of this Agreement, Qwest offers toll service to CLEC's End User Customers, Qwest must establish its own billing relationship with such End User Customers. Qwest may not bill CLEC, and CLEC shall have no obligation to pay Qwest, for toll service Qwest provides to CLEC's local End User Customer's. In addition, CLEC shall have no obligation to bill CLEC local service End User</u></p>	<p>Qwest may be the toll provider of end users who have AT&T as their local provider. In those instances Qwest intends to bill AT&T for all toll calls made by that end user and then for AT&T to go to these end user customer and collect the charges Qwest assessed.</p> <p>Qwest's desire to bill AT&T for these calls is unreasonable. In these cases, AT&T will not have a contractual relationship with these end users for toll services. As a result, AT&T will have no right under any legal authority to send these customers bills for toll services provided by Qwest. If these end users decide not to pay AT&T for the toll services they received from</p>

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			<u>Customer's for toll service provided by Qwest.</u>	Qwest, AT&T will have no legal recourse against these customers. Qwest seeks to force the risk of collection onto AT&T. Qwest does not have this right and the Commission should reject this proposal. If Qwest is providing toll service, it needs to establish its own direct relationship with its toll customers, including a billing relationship. AT&T should not be in the middle.
Issue 35 Sections 22.1, 22.4 & 22.5 Pricing	QWEST PROPOSED LANGUAGE 22.1 General Principle The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement. To the extent applicable, the rates in Exhibit A also apply to the services provided by CLEC to Qwest pursuant to this Agreement.	22.1 General Principle AT&T's language is overbroad and lacks necessary specificity around services it would be providing to Qwest. It seeks to insert vague pricing language (AT&T will charge rates equivalent to Qwest's "unless higher rates are justified by CLEC's higher costs" and "it shall not be necessary that the pricing structures be identical") without specifying any products or services and the terms and conditions associated with these services. To the extent AT&T plans to provide services to Qwest, the parties should negotiate details of each service, the terms and	AT&T PROPOSED LANGUAGE 22.1 General Principle <u>In the event that one Party charges the other for a service provided under this Agreement, the other Party may also charge for that service or functionality. The rates CLEC charges for Interconnection services will be equivalent to Qwest's rates for comparable Interconnection services when CLEC reciprocally provides such a service or functionality, unless higher rates are justified by CLEC's higher costs for providing the service. In order for an amount charged by one Party to be "equivalent to" an amount charged by the other Party, it shall not be necessary that the pricing structures be identical. Rates,</u>	AT&T seeks pricing language that makes several things clear, including its right to bill Qwest for services AT&T provides to Qwest. This has been an area of dispute under current interconnection agreements. To the extent AT&T provides services to Qwest, other than reciprocally charged interconnection services, AT&T expects to be able to apply its tariffed rates, because the rates in the interconnection agreement are not AT&T's rates. They are Qwest's rates. With interim rates and ICB pricing, the principle AT&T proposes is one that allows

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	<p>22.4 Interim Rates 22.4.1 The Parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the Commission and require Commission approval shall be considered interim and subject to the following provisions.</p> <p>22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the</p>	<p>conditions under which it will be offered and specific pricing, just as has been done in the agreement with regard to the services that Qwest will be providing AT&T.</p> <p>22.4 Interim Rates Qwest objects to AT&T's language giving AT&T the right to open cost dockets on Qwest products. The filing of cost dockets involves complex studies, and is often timed to include the most number of products as possible in one cost hearing, thus eliminating a string of successive cost docket hearings. The Commission and Qwest should determine when a cost study should be filed and one CLEC out of the hundreds who purchase services should not be granted control over Qwest management of this process.</p> <p>22.5 ICB Pricing AT&T's language eliminates all ICB pricing. ICB prices are still necessary in certain instances where the requirements of a</p>	<p><u>terms and conditions for all other services provide by CLEC are set forth in the applicable CLEC tariff, as it may be modified from time to time.</u> The rates in Exhibit A apply to the services provided by Qwest to CLEC pursuant to this Agreement. To the extent applicable, the rates in Exhibit A also apply to the services provided by CLEC to Qwest pursuant to this Agreement.</p> <p>AT&T PROPOSED LANGUAGE provided to Qwest 9/12/03: 22.4 Interim Rates 22.4.1 The Parties acknowledge that only some of the prices contained in Exhibit A have been approved by the Commission in a cost case. Prices that have not been approved by the Commission and require Commission approval shall be considered interim subject to the following provisions.</p> <p>22.4.1.1 Rates reflected on Exhibit A that have not been approved by the Commission in a cost case and require Commission approval ICB rates shall be considered as interim rates ("Interim Rates") by the Parties, applicable until changed by agreement of the Parties or by order of the Commission.</p>	<p>the parties to function under the contract even if a rate has not been approved in a Commission cost docket. These rates would be applied on an interim basis. Once the Commission orders rates through a cost-docket, those rates that had been interim will be replaced. A true-up would only be applicable if the Commission orders one. Qwest opposes the notion of true-up.</p>
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	<p>Parties or by order of the Commission.</p> <p>[NOTE: Section 22.4.1.2 was resolved on 9/16/03. The Parties agreed to use AT&T's language shown below.]</p> <p>22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission.</p>	<p>particular service offering may vary widely from application to application. In those instances, use of a one-price-fits-all approach is unrealistic. Therefore, Qwest should have the opportunity to ICB pricing under the terms set forth in Qwest's proposed language.</p>	<p>[NOTE: Section 22.4.1.2 was resolved on 9/16/03. The Parties agreed to use AT&T's language shown below.]</p> <p>22.4.1.2 If the Interim Rates are reviewed and changed by the Commission, the Parties shall incorporate the rates established by the Commission into this Agreement pursuant to Section 2.2 of this Agreement. Such Commission-approved rates shall be effective as of the date required by a legally binding order of the Commission.</p> <p>AT&T PROPOSED LANGUAGE provided to Qwest 9/12/03:</p> <p><u>22.4.1.3 Nothing in this Agreement shall waive any right of either Party to initiate a cost proceeding at the Commission to establish a Commission-approved rate to replace an Interim Rate.</u></p> <p><u>22.4.1.4 In any proceeding where the Commission reviews whether to replace an Interim Rate, the Parties shall be free to seek, and the Commission may determine, that the Interim rates are subject to true-up.</u></p>	
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	<p>Qwest modified proposal as of 10/10/03.</p> <p>22.5 ICB Pricing If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which an ICB rate is established subsequent to the effective date of this Agreement, Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service. A cost-based ICB rate developed in this manner will be filed with Commission for approval as an amendment to this Agreement. After the amendment is approved by the Commission, CLEC may order, and Qwest shall provision such product or service, under the same circumstances, using the approved rate, unless the Commission establishes a non-ICB rate. If the Commission determines that ICB pricing is appropriate for a product or service, that determination shall apply to all subsequent requests for the product or services.</p>		<p>22.5 ICB Pricing If CLEC requests a product or service that is identified on Exhibit A as ICB, or for which <u>Qwest would otherwise charge</u> an ICB rate is established subsequent to the effective date of this Agreement, Qwest shall develop a cost-based rate based upon the particular circumstances of the requested product or service <u>for review by the Commission within 60 days of offering the rate to CLEC.</u> A cost-based ICB rate developed in this manner will be filed with Commission for approval as an amendment to this Agreement. <u>After the amendment is approved by the Commission, At the same time, Qwest may also file a written substantiation of the need for ICB pricing for any subsequent requests for the product or service.</u> CLEC may order, and Qwest shall provision, such product or service under the same circumstances, using the approved rate, unless the Commission establishes a non-ICB rate. <u>such Qwest proposed rate until the Commission orders a rate. The Qwest proposed rate shall be an Interim Rate under this Agreement. If the Commission determines that ICB pricing is appropriate for a product or</u></p>	
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			service, that determination shall apply to all subsequent requests for the product or services <u>if the Commission so determines.</u>	
Issue 36 Exhibit A Pricing	QWEST PROPOSED LANGUAGE Please see Attachment A to the Proposed Interconnection Agreement.	Qwest believes that the parties have resolved all of the issues raised in the Direct Testimony of Arleen Starr.	AT&T PROPOSED LANGUAGE AT&T provided Qwest with comments on Qwest's pricing proposal on July 30, 2003. Qwest responded on August 7, 2003, as AT&T was preparing all documents for filing with the Commission with AT&T's petition. AT&T provided Qwest with further comments on Sept. 9 and Sept. 23. These issues are included in the Direct Testimony of Arleen Starr filed on 9/25/03. The comments AT&T has provided to Qwest on Exhibit A primarily deal with discrepancies between the Qwest proposed Exhibit A and the Qwest interconnection services tariff in Washington.	As of October 23, 2003, Qwest has not provided a response to the issues raised by AT&T on 9/9/03 and 9/23/03 regarding Exhibit A.