

SWIDLER COMPETITIVE CARRIER COALITION'S REDLINE OF VERIZON'S PROPOSED ISSUES LIST¹

ISSUE	SECTIONS	DESCRIPTION	CLECs	TYPE OF ISSUE (LEGAL OR FACT-BASED)	CLEC Position	Verizon's Position
1414	TRO Amendment ¶¶ 6 and 7.	How should the Amendment address potential stay or reversal of rulings in the TRO or USTA II?	AT&T, Sprint, Swidler Berlin CCC ("SB CCC"), Kelley Drye CCC ("KD CCC"), MCI, Eschelon	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Any provisions of the Amendment that are affected by judicial review should revert to the terms and conditions in the underlying Agreement until revisions to the Amendment are renegotiated by the parties. (¶ 6)</u>	
2222	TRO Amendment ¶ 6; TRO Attachment, § 1.4, 3.1.1.4, <u>SB CCC New § 1.4</u>	Whether the CLECs' reservation of rights should mirror Verizon's reservation of rights?	AT&T, MCI, Eschelon, SB CCC, KD CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Any reservation of rights made in the Amendment should be reciprocal. (¶ 6, §§ 1.4, 3.1.1.4)</u>	
3	TRO Attachment §§ 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, 3.5.3.2, 3.8.1	How should the Amendment address changes in Verizon's legal obligations to provide access to unbundled network elements?	AT&T, Sprint, SB CCC, KD CCC, MCI, Eschelon			

¹ Verizon's proposed issues list reflects issues that CLECs have raised in their responses to Verizon's petition for arbitration, whether by proposing modifications to existing sections in Verizon's draft TRO Amendment or proposing additional sections for the Amendment. Verizon contends that numerous of the issues raised by one or more CLECs are not appropriately part of this proceeding; Verizon does not waive its arguments in that regard by including the CLECs' issues on this list.

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43334	Numerous sections (i.e., those stating 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><u>Whether Verizon can refuse to provide UNEs, network elements, or interconnection facilities that are required by other provisions of applicable law, such as § 271 of the Telecom Act or terms and conditions related to UNEs established by state commissions?</u></p> <p>Should this proceeding address terms and conditions that do not arise from the regulations promulgated in the TRO pursuant to 47 U.S.C. §§ 251 and 252, including issues that may arise under state law or 47 U.S.C. § 271 or the Bell Atlantic/GTE merger conditions?</p>	AT&T, SB CCC, MCI, Eschelon, KD CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect Verizon's obligation to provide UNEs, network elements, or interconnection facilities that are required by other provisions of Applicable Law, such as § 271 of the Telecom Act or terms and conditions related to UNEs established by state commissions. The Amendment should specifically recognize such obligations so that Verizon does not refuse to offer network elements that are required by them. (See, e.g., §§ 1.1, 1.2, 2.2, 2.3, 2.4, 2.7, 2.8, 2.18, 2.19, 3.1.1.1, 3.1.1.2, 3.1.1.3, 3.1.2.2, 3.1.3.2, 3.1.3.3, 3.1.4, 3.2.1.1, 3.3.1.2, 3.3.1.2.2, 3.3.2, 3.4.1, 3.4.3, 3.5.1, 3.5.2, 3.5.3, 3.6.1, 3.6.2.1.5, 3.7.1, 3.9.1.)</u>		

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54445	MCI new § 1.2; Eschelon new § 1.2; SB CCC new § 1.2; Sprint addition to TRO Attachment § 1.2.	<u>Whether Verizon may impose limitations, restrictions, or requirements on requests for, or the use of, UNEs for the service a requesting telecommunications carrier seeks to offer that are inconsistent with Applicable Law? Should the Amendment explicitly prohibit any limitation (e.g., a “qualifying services” requirement) on the use of UNEs?</u>	MCI, Eschelon, SB CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Except as permitted by 47 C.F.R. § 51.318, the Amendment should specify (consistent with FCC rules) that Verizon may not impose limitations, restrictions, or requirements on requests for, or the use of, UNEs for the service a requesting telecommunications carrier seeks to offer. (§ 1.2)</u>		
65556	TRO Attachment § 1.3	<u>Should the Amendment have change-of-law language that conflicts with or is superfluous to the existing change-of law language in the underlying Agreement? contain a provision specifically addressing the establishment of rates, terms, and conditions in the event Verizon is required to provide a new UNE, UNE Combination, or Commingling not offered under the Amendment?</u>	SB CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The underlying Agreement already has change of law provisions and thus, Verizon's change-of law language in the Amendment should be deleted because this additional language either conflicts with the language in the Agreement or is superfluous. (§ 1.3)</u>		

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76667	MCI new §§ 1.5, 1.5.1, 1.5.2, 1.6; SB CCC new § 3.1	Should the TRO Amendment include language reflecting pre-existing FCC rules that are already addressed in the interconnection agreements and that were not changed by the TRO? Examples include the generic obligation to <u>offer DS0 loops</u> , be non-discriminatory, or the obligation to provide certain UNEs that the TRO left unchanged (<i>e.g.</i> , 911, E911, Operations Support Systems, DS0 loops ; OS/DA, operations support systems).	MCI, AT&T, Eschelon, SB CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should expressly state that Verizon has a continuing obligation to offer DS0 loops. (§ 3.1)</u>	
87778	KD CCC new §§ 3.1.2.3, 3.1.6, 3.7.4.1, 3.7.4.2, 3.7.4.3, 3.7.4.4, 3.8.2.3; SB CCC <u>§ 3.4.2, 3.5.2.3, 3.5.3.2, SB CCC new § 2.19, 3.1.1.4, 3.9.2.</u>	<u>Should a nonimpairment finding be Is the TRO</u> unenforceable unless and until it becomes final and unappealable?	SB CCC, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: A nonimpairment finding should go into effect after such a decision becomes final and nonappealable. Likewise, the transition process associated with the withdrawal of a UNE due to a nonimpairment finding should only take effect after the impairment finding is final and nonappealable. (§§ 2.19, 3.1.1.4, 3.4.2, 3.5.2.3, 3.5.3.2, 3.9.2)</u>	

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98889	TRO Attachment §§ 2.1-2.23	Should the Commission approve Verizon's proposed definitions in the Amendment's TRO Glossary <u>or should certain terms be relocated to other sections of the Amendment,</u> and should the Glossary include any other terms?	AT&T, -Sprint, SB CCC, MCI, Eschelon	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The definitions of Dark Fiber Transport, Dedicated Transport, DS1 Loop, DS3 Loop, Enterprise Switching, FTTH Loop, House and Riser Cable, Hybrid Loop, Mass Market Switching, Nonconforming Facility, Route, and Subloop for Multiunit Premises Access need to be revised so that they are consistent with Applicable Law. In addition, the definitions of Dark Fiber Loop, Enterprise Customer, and Mass Market Customer need to be included in the TRO Glossary. Finally, the definition of Packet Switching needs to be relocated to Section 3.1.3.1. (§§ 2.3, 2.4, 2.7, 2.8, 2.10, 2.12, 2.13, 2.14, 2.18, 2.19, old 2.17 (should relocate to 3.1.3.1), 2.21, 2.23; SB CCC new 2.2, 2.9, and 2.17)</u>		
109991 0	TRO Attachment §§ 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; MCI new §§ 2.20, 3.8.1.2.	Should the TRO Amendment be effective as of October 2, 2003?	MCI, Eschelon				

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114010 1011	TRO Attachment § 3.1; SB CCC new § 3.1.1.3, 3.1.1.3.1, & 3.1.1.3.2; KD CCC new § 3.1.6; Sprint new § 3.1.5	Whether the Amendment should reflect Verizon's obligation to offer and provision Dark Fiber Loops pursuant to FCC Rule 51.319(a)(6) and, consistent with, other Applicable Law? 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?	AT&T, KD CCC, SB CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect Verizon's obligation to offer Dark Fiber Loops pursuant to FCC Rule 51.319(a)(6) and to provision dark fiber consistent with the FCC's Cavalier Arbitration Decision. (§§ 3.1.1.3, 3.1.1.3.1, & 3.1.1.3.2)</u>		
1211	<u>TRO Attachment § 3.1.1.3, SB CCC new § 3.1.1.4.</u>	<u>Should the Commission approve Verizon's proposed Nonimpairment terms set forth in § 3.1.1.3?</u>	<u>SB CCC</u>	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Because issues of impairment are pertinent to § 251, the provisions of the Amendment that discuss to impairment should be limited to § 251. There is no legal basis for Verizon to restrict unbundling to a "class or grouping of locations." Section 3.1.1.4 should cross reference 3.8 of the Amendment. If there is a nonimpairment finding, Verizon has a continuing obligation to offer transport pursuant to 271 at TELRIC based rates. (§ 3.1.1.4)</u>		

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<u>131212</u> <u>1212</u>	TRO Attachment §§ 3.1.4.3, 3.6.1, 3.6.2.6, 3.7.2	Should Verizon's provision of (a) IDLC loops, (b) commingling arrangements, (c) conversions, or (d) routine network modifications be subject to standard provisioning intervals or to performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere?	-Sprint, SB CCC, AT&T, MCI, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Verizon may not shield itself from provisioning intervals and performance requirements that currently exist and already contemplate that Verizon will provision unbundled facilities similar to those specified in Section 3.1 (loops), 3.6.1 (combinations and conversions), 3.7 (routine network modifications) of the Amendment. (§§ 3.1.4.3, 3.6.1, 3.6.2.6, 3.7.2) In addition, the Amendment should not permit Verizon to characterize conversions as "projects" so that they may be excluded from ordering and provisioning metrics. (§ 3.6.2.6)</u>		
<u>141313</u> <u>1313</u>	TRO Attachment § 3.1.1.1	How should the Amendment address unbundled access to DS1 loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: See above reference to § 3.1.1.1 relating to Issue 3 (The Amendment should reflect Verizon's obligation to provide UNEs, network elements, or interconnection facilities that are required by other provisions of Applicable Law. The Amendment should specifically recognize such obligations so that Verizon does not refuse to offer network elements that are required by them.).</u>		

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<u>151414</u>	TRO Attachment §§ 3.1.1.2, 3.1.1.3	How should the Amendment address unbundled access to DS3 loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: See above reference to § 3.1.1.2. relating to Issue 3 (The Amendment should reflect Verizon's obligation to provide UNEs, network elements, or interconnection facilities that are required by other provisions of Applicable Law. The Amendment should specifically recognize such obligations so that Verizon does not refuse to offer network elements that are required by them.).</u>		
<u>161515</u>	TRO Attachment § 3.1.2.1	How should the Amendment reflect the FCC's determination that Verizon is not required to provide unbundled access to newly-built fiber-to-the-home loops ("FTTH")?	Sprint, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect the fact that the FCC's determination regarding FTTH only applies to Mass Market customers. (§ 3.1.2.1)</u>		
<u>171616</u>	TRO Attachment § 3.1.2.2	How should the Amendment reflect the TRO's rulings on unbundled access to overbuilt FTTH loops?	Sprint, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect the additional criteria set forth in the TRO and FCC Rule 51.319(a)(3) that must be satisfied in order for Verizon to assert that a FTTH loop does not have to be provided on an unbundled basis. (§ 3.1.2.2).</u>		

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181717	AT&T new § 3.1.2.4; MCI new § 3.1.6; Eschelon new § 3.1.5; Sprint addition to 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? Are there other existing legal obligations pertaining to Verizon's retirement of copper loop facilities that must be reflected in the Amendment?	AT&T, MCI, Eschelon, Sprint				
191818	TRO Attachment § 3.1.3.1	How should the Amendment address packet switching?	SB CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: With respect to hybrid loops, the TRO provides that Packet Switching is not available over such facilities. For this reason, the definition of Packet Switching should be placed in the hybrid loop section of the Amendment so that its interpretation and application is confined to this section consistent with the TRO. In addition, the Amendment should include reservation of rights language that makes clear that it is the CLEC's position that it is inappropriate to classify DSLAM functionality as "Packet Switching." (§ 3.1.3.1)</u>		

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2019 1919	TRO Attachment § 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?	Sprint, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Pursuant to 251(c)(3) and FCC Rule 51.319(a)(2)(iii), the Amendment should specify Verizon's obligation to provide nondiscriminatory access to home-run copper loops and an entire hybrid loop capable of voice-grade service. (§ 3.1.3.3)</u>		
2120 2020	TRO Attachment § 3.1.3.4	How should the Amendment reflect the FCC's determination, in the TRO, that Verizon has no obligation to provide unbundled access to the feeder portion of a <u>mass market</u> loop on a stand-alone basis as a UNE?	SB CCC, KD CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The FCC's determination that CLECs could not access fiber feeder subloops as UNEs only applied to such facilities used to serve mass market customers. The Amendment should reflect the fact that access to fiber feeder subloops used to provide service to enterprise customers were not affected by the TRO and thus, such facilities should be available to CLECs as UNEs. (§ 3.1.3.4.)</u>		

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<u>222121</u> <u>2121</u>	TRO Attachment §§ 3.1.4, 3.1.4.1, 3.1.4.2, 3.1.4.3	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 costs from a CLEC where the CLEC has requested that Verizon build a new copper loop?	Sprint, SB CCC, AT&T, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should specify that if neither a copper loop nor a loop served by UDLC is available, the TRO requires that Verizon provide unbundled access to hybrid loops served by IDLC systems by using a "hairpin" option. If the hairpin option is not available, then Verizon should construct a copper loop or UDLC facilities. (§ 3.1.4.2, 3.1.4.3).</u>		
<u>2322</u>	<u>TRO Attachment §§ 3.1.4.1 3.1.4.2</u>	<u>Should Verizon be able to assess line and station transfer charges and recover costs associated with building a new copper loop?</u>	<u>SB CCC</u>	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment already states that standard recurring and nonrecurring loops charges will apply and Verizon has not demonstrated that additional nonrecurring charges it wishes to assess are not standard. (§§ 3.1.4.1, 3.1.4.2)</u>		
<u>242323</u> <u>2322</u>	TRO Attachment § 3.2	How should the Amendment reflect the TRO's line sharing rulings and any transitional arrangements?	AT&T, SB CCC, MCI, Eschelon, KD CCC, Sprint	<u>Legal issue, only briefing required.</u>	<u>SB CCC: It is sufficient to state in the Amendment that Verizon is obligated to offer line sharing pursuant to Applicable Law. (§ 3.2.1)</u>		

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252424 2423	AT&T new § 3.2(A); Sprint new § 3.3; MCI new § 3.2.3; Eschelon new § 3.2.2	Should the TRO Amendment include language addressing the TRO's clarifications of line-splitting requirements?	AT&T, Sprint, MCI, Eschelon				
262525 2524	AT&T new § 3.2(B); MCI new § 3.2.4; KD CCC new § 3.3; Eschelon new § 3.2.2	Did the TRO adopt any new line conditioning requirements that must be reflected in the Amendment?	AT&T, MCI, KD CCC, Eschelon				
272626 2625	TRO Attachment 3.3	How should the Amendment implement Verizon's obligation, under the TRO, to provide unbundled access to subloops?	Sprint, AT&T, MCI, SB CCC, Eschelon	<u>Legal issue, only briefing required.</u>	<u>SB CCC: It is sufficient to specify in the Amendment that Verizon shall offer Subloops to the extent required by any applicable Verizon tariff or SGAT, and any applicable federal and state commission rules, regulations, and orders. (§§ 3.3.1, 3.3.1.1)</u>		
282727 2726	Verizon § 3.3.1.2; AT&T new §§ 3.3.4.3, 3.3.11; KD CCC new § 3.5.4	How should the Amendment address Verizon's obligation to provide a single point of interconnection at a multiunit premises suitable for use by multiple carriers?	AT&T, Sprint, MCI, Eschelon, KD CCC				

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292828 2827	AT&T new § 3.2(C); KD CCC new § 3.4	Should Verizon provide an access point for CLECs to engage in testing, maintaining, and repairing copper loops and copper subloops?	AT&T, KD CCC			
302929 2928	TRO Attachment §§ 3.4, 3.4.1, 3.4.3	How should the Amendment address unbundling of local circuit switching, including mass market and enterprise switching?	AT&T, Sprint, MCI, SB CCC, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Verizon's obligation to offer switching is not "conditional" and its definition is not consistent with Applicable Law. In addition, § 3.4.1 needs to be revised to reflect other minor changes that are consistent with Applicable Law. (§ 3.4.1)</u>	
3130	<u>TRO Attachment § 3.4.2.</u>	<u>Should the Commission approve Verizon's proposed Nonimpairment terms set forth in § 3.4.2?</u>	<u>SB CCC</u>	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Because issues of impairment are pertinent to § 251, the terms of the Amendment should limit this provision to § 251. Also, this section should be consistent with FCC Rule 51.319(d)(2)(iii) and reflect the transitional ("rolling") access to unbundled switching. (§ 3.4.2).</u>	
323131 3129	Sprint § 3.4.1.1.1.3; KD CCC new § 3.6	How should the Amendment address Network Interface Devices ("NIDs")?	KD CCC; Sprint			
333232 3230	MCI new § 3.4.3; SB CCC § 3.4.1; Eschelon new § 3.5.1	Should the Amendment address tandem switching?	MCI, SB CCC, Eschelon	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect Verizon's obligation to provide stand-alone Tandem Switching. (§ 3.4.1)</u>	

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343333 3331	MCI new § 3.4.4; Eschelon new § 3.5;	Should the Amendment address Verizon's obligation to provide customized routing?	MCI, Eschelon				
353434 3432	TRO Attachment §§ 3.5.1, 3.5.2	How should the Amendment address unbundled access to dedicated transport?	AT&T, MCI, Sprint, SB CCC, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: See Issue 3 above and references therein to 3.5.1 and 3.5.2.</u>		
363535 3533	TRO Attachment §§ 3.5.2.1, 3.5.3.1	<u>Whether unbundled Dedicated Transport and Dark Fiber Transport includes transport from a Verizon wire center to the location of any other entity not affiliated with Verizon where Verizon is reverse collocated? Should the Amendment address the possibility of reverse collocation?</u>	Sprint, AT&T, KD CCC, SB CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Consistent with TRO n. 1126, the Amendment should specify that Dedicated Transport includes transport to locations where the ILEC is reverse collocated. (§§ 3.5.2.1, 3.5.3.1)</u>		

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3736	TRO Attachment § 3.5.2.3	Should the Commission approve Verizon's proposed Nonimpairment terms set forth in § 3.5.2.3?	SB CCC	Legal issue, only briefing required.	SB CCC: Because issues of impairment are pertinent to § 251, the terms of the Amendment should limit this provision to § 251. In addition, Section 3.5.2.3 should cross reference 3.8 of the Amendment. If there is a nonimpairment finding, Verizon has a continuing obligation to offer transport pursuant to 271 at TELRIC based rates (§ 3.5.2.3).		
383737 3734	TRO Attachment § 3.5.3.1, SB CCC new 3.5.3.1.1, 3.5.3.1.2	How should the Amendment address unbundled access to dark fiber transport?	Sprint, MCI, SB CCC, Eschelon	Legal issue, only briefing required.	SB CCC: Beyond recognizing that Verizon is obligated to offer Dark Fiber Transport to locations where it is reverse collocated, the Amendment should reflect Verizon's obligation to offer Dark Fiber transport pursuant to FCC Rule 51.319(a)(6) and provision dark fiber consistent with the FCC's Cavalier Arbitration Decision. (§§ 3.5.3.1, 3.5.3.1.1, & 3.5.3.1.2)		

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3938	TRO Attachment § 3.5.3.2	Should the Commission approve Verizon's proposed Nonimpairment terms set forth in § 3.5.2.3?	SB CCC	Legal issue, only briefing required.	SB CCC: Because issues of impairment are pertinent to § 251, the terms of the Amendment should limit this provision to § 251. In addition, Section 3.5.2.3 should cross reference 3.8 of the Amendment. If there is a nonimpairment finding, Verizon has a continuing obligation to offer transport pursuant to 271 at TELRIC based rates (§ 3.5.3.2).		
4039 3935	SB CCC new § 3.5.4—	Whether the facilities provided by Verizon to interconnect and exchange traffic with a CLEC, such as interconnection trunks between a Verizon wire center and the CLEC wire center, are interconnection facilities under section 251(c)(2) that must be priced at TELRIC. Where the CLEC has established a point of interconnection, should the Amendment require interconnection facilities to be priced at TELRIC under 47 U.S.C. § 251(c)(2), even if those facilities are not UNEs under § 251(c)(3)??	SB CCC	Legal issue, only briefing required.	SB CCC: The Amendment should reflect the fact that 47 U.S.C. 251(c)(2) & 252(d)(1) require Verizon to provide the interconnection facilities and equipment, including transport, at TELRIC-based prices and that this obligation continues even if dedicated transport is not available as a UNE pursuant to 251(c)(3). (§ 3.5.4)		

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414040 4036	TRO Attachment § 3.6.1	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?	Sprint, AT&T, MCI, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The language proposed by Verizon prohibiting commingling is unnecessary. To the extent commingling is prohibited in the future, the Amendment can be modified pursuant to the terms of the change-of-law provisions in the underlying Agreement. (§ 3.6.1)</u>		
424141 4137	TRO Attachment § 3.6.2.1, <u>3.6.2.1.5</u> , <u>3.6.2.2.</u>	How should the Amendment reflect Verizon's and the CLECs' obligations with respect to conversion of wholesale services (e.g., special access facilities) to UNEs or UNE combinations (e.g., EELs)?	Sprint, AT&T, MCI, SB CCC, MCI, Eschelon, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should recognize that ¶ 589 of the TRO makes clear that EELs provided prior to October 2, 2003 are not required to satisfy the eligibility criteria established in the TRO. In addition, the Amendment should not require CLECs 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. (§§ 3.6.2.1, 3.6.2.1.5, 3.6.2.2)</u>		

ISSUE	SECTIONS	DESCRIPTION	CLECs	<u>TYPE OF ISSUE (LEGAL OR FACT-BASED)</u>	<u>CLEC Position</u>	<u>Verizon's Position</u>	
434242 4238	TRO Attachment §§ 3.6.1, 3.6.2.3, <u>3.6.2.5.</u>	<u>Whether Verizon may impose nonrecurring charges (including, but not limited to, termination charges, disconnect and re-connect fees) on a circuit-by-circuit basis for wholesale services (e.g., special access facilities) that are being converted to UNEs or UNE Combinations (e.g., EELs) or for commingled facilities?</u> <u>Should Verizon be able to recover the cost of performing work related to commingling or conversion?</u>	AT&T, MCI, KD CCC, SB CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should reflect the fact that ¶ 587 of the TRO specifically precludes Verizon from assessing nonrecurring charges associated with conversions and for similar reasons, such charges should not be assessed for commingling. (§§ 3.6.1, 3.6.2.3, 3.6.2.5)</u>		
444343 4339	TRO Attachment § 3.6.1	Does the TRO require Verizon to make retroactive bill adjustments for facilities converted from wholesale services to UNEs or UNE combinations?	AT&T				

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454444 4440	AT&T new § 3.6.2.3A.1	When Verizon converts wholesale services to UNEs or UNE combinations, should the Amendment state that Verizon is prohibited from physically disconnecting, separating, altering or changing the facilities or equipment?	AT&T				
4645	<u>TRO Attachment § 3.6.2.4</u>	<u>If Verizon converts access circuits to UNES manually until the ASR driven process is implemented in the east, should Verizon convert UNEs to special access circuits manually as well until such time?</u>	<u>SB CCC</u>	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should provide that the process, i.e., manual or mechanized, by which Verizon converts special access circuits to UNEs and UNEs to special access should be the same. (§ 3.6.2.4)</u>		
474646 4641	TRO Attachment § 3.6.2.7	How should the Amendment reflect <u>address</u> Verizon's right, under the TRO, to audit CLECs' compliance with the FCC's service eligibility criteria for EELs?	SB CCC, MCI, AT&T, KD CCC	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should state that Verizon should only be entitled to one audit of a CLEC's books in a 12-month period. In addition, Verizon's proposed allocation of payment responsibilities of the audit is not consistent with the TRO. Furthermore, Verizon's proposal that a CLEC keep books and records for a period of eighteen months beyond the termination date for the service arrangements is not supported by anything in the TRO. (§ 3.6.2.7)</u>		

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4847	TRO Attachment §§ 3.7.1,	How should the Amendment address routine network modifications?	MCI, Eschelon, AT&T, KD CCC, SB CCC, Sprint	Legal issue, only briefing required.	SB CCC: Verizon is obligated to perform routine network modifications on a non-discriminatory basis for all types of UNEs. (§ 3.7.1)		
4948	SB CCC new §§ 3.7.3, 3.7.4	Should the Commission adopt protective measures to ensure that Verizon does not improperly reject UNE orders on the basis of no facilities?	SB CCC	Legal and policy issue, only briefing required.	SB CCC: Access to network information and other safeguards are appropriate to reduce the incidence of improper rejection of UNE orders on the basis that no facilities are available. (§§ 3.7.3, 3.7.4).		
5049 4942	TRO Attachment §§ 3.7.1, 3.7.2	Should Verizon be able to assess charges for routine network modifications and recover costs associated with performing such modifications that are already being recovered in Verizon's existing UNE rates? How should the Amendment address routine network modifications?	MCI, Eschelon, AT&T, KD CCC, SB CCC, Sprint	Legal issue, only briefing required.	SB CCC: Unless and until Verizon demonstrates otherwise, Verizon may not double-recover the costs of routine network modifications that Verizon already recovers in its existing UNE rates. (§ 3.7.1)		
5150	SB CCC new § 3.8, 3.8.1, 3.8.2, 3.8.3	How should the Amendment address Verizon's 271 obligations?	SB CCC	Legal issue, only briefing required.	SB CCC: The Amendment should include provisions to govern Verizon's continued obligations to offer network elements at TELRIC prices and offer combinations pursuant to Section 271. (§ 3.8, 3.8.1, 3.8.2, 3.8.3)		

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525151 5143	TRO Attachment §§ 3.8.1, 3.8.2	What transition and/or notice provisions should apply in the event Verizon no longer has a legal obligation to provide a UNE?	Sprint, AT&T, Eschelon, SB CCC, MCI, KD CCC,	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The Amendment should specify a series of prerequisites that must be met before Verizon could revoke a CLEC's existing unbundled access to a facility. Those terms relate to timing of a conversion, notification requirements, the amount of notice required for certain network elements, prohibition of conversion fees, and prohibition of conversions when there is a dispute regarding whether a network element is a nonconforming facility. (§ 3.9.2)</u>	<u>h</u>	
5352	<u>TRO Attachment § 3.8.3</u>	<u>Whether any negotiations to provide a service or facility to replace a nonconforming facility should not be considered a negotiation under Section 251 of the Act?</u>	<u>SB CCC</u>	<u>Legal issue, only briefing required.</u>	<u>SB CCC: Paragraph 701 of the TRO expressly affirmed the negotiation and arbitration process of section 252 as the appropriate means of implementing any changes to the parties' agreements with respect to unbundled network elements. Therefore, the Amendment should provide that negotiations associated with providing a service or facility to replace a nonconforming facility should be considered a negotiation under Section 251 of the Act. Verizon's proposed language that suggests otherwise should be deleted in its entirety. (§ 3.8.3)</u>		

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545353 5344	AT&T new § 3.10	Should the TRO Amendment contain provisions related to a batch hot cut process?	AT&T			
555454 5445	<u>¶ 1</u> , Pricing Attachment and Exhibit A	Should the rates specified apply on an interim basis pending completion of a proceeding to establish permanent rates?	All CLECs	<u>Legal issue, only briefing required.</u>	<u>SB CCC: The FCC has rejected the assessment of these rates and/or Verizon has not demonstrated that it is not already recovering its costs associated with performing such functions in existing UNE rates.</u>	
565555 5546 ²	Pricing Attachment and Exhibit A	Do Verizon's proposed rates comply with TELRIC?	All CLECs	<u>Mixed questions of law and fact, testimony, discovery, hearing and required.</u>	<u>SB CCC: The FCC has rejected the assessment of these rates and/or Verizon has not demonstrated that the rates are TELRIC-based and that it is not already recovering its costs associated with performing such functions in existing UNE rates.</u>	

² Verizon proposes to defer this issue to a separate phase of the arbitration.