

**BEFORE THE
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition for Arbitration
of an Amendment to Interconnection
Agreements of VERIZON NORTHWEST
INC.

with

COMPETITIVE LOCAL EXCHANGE
CARRIERS AND COMMERCIAL
MOBILE RADIO SERVICE PROVIDERS
IN WASHINGTON

Pursuant to 47 U.S.C. Section 252(b), and
the *Triennial Review Order*.

Docket No. UT-043013

MOTION FOR ENFORCEMENT OF
ORDER NO. 5, FOR
ENFORCEMENT OF
INTERCONNECTION
AGREEMENTS AND
ENFORCEMENT OF *TRO*

Expedited Review Requested

I Advanced TelCom, Inc. (“ATT”), AT&T Communications of the Pacific Northwest, Inc. (“AT&T”), MCI, Inc. (“MCI”), United Communications, Inc., d/b/a UNICOM (“UNICOM”) and Covad Communications Company (“Covad”) (collectively the “Competitor Group”) hereby respectfully request that the Commission issue an order: (a) enforcing Order No. 5 in this docket to maintain the *status quo*, (b) enforcing the interconnection agreements of the Competitor Group, and (c) requiring Verizon Northwest Inc. (“Verizon”) to comply with the FCC’s Triennial Review Order (“*TRO*”).¹ As grounds therefore, the Competitor Group states as follows:

¹ In re Review of Section 251 Unbundling Obligation of Incumbent Local Exchange Carriers, et al., cc Docket Nos. 01-338, 96-98 & 98-147, Report and Order and Order on Remand (August 21, 2003).

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II. BACKGROUND

2 Through an industry-wide notice dated June 8, 2004, Verizon informed competitive carriers of its plan to replace its “existing Mount Vernon class 5 Nortel DMS-100 switch with a Nortel Succession packet switch.”² The Notice opines that “Verizon is not required to provide unbundled packet switching” under the *TRO*, and Verizon will therefore not provide unbundled packet switching at Mount Vernon beginning September 10, 2004.³

3 Significantly, the Notice also states that carriers with unbundled local switching arrangements at the Mount Vernon switch must either terminate the service or convert the lines to resale – or Verizon will make that conversion.⁴ Finally, the Notice also threatens that carriers with “UNE-P dependent line splitting” must submit LSRs to request “an alternative service.”⁵ In other words, Verizon seeks to eliminate, through its Notice, carrier access to UNE-P and line splitting.

III. VERIZON’S PROPOSAL TO END UNE-P AND UNBUNDLED SWITCHING DISTURBS THE STATUS QUO AND VIOLATES ORDER NO. 5

4 The actions Verizon proposes cannot be squared with the Commission’s objectives in ordering maintenance of the *status quo*. In fact, the Commission specifically stated that maintaining the status quo “will allow negotiation or arbitration of amendments to such agreements to proceed *without the threat of sudden or unplanned discontinuation of services and products*[.]”⁶ Verizon’s planned discontinuance is precisely what the Commission sought to preempt.

² Notice of Network Change Replacement of DMS 100s with Nortel’s Succession Platform in Mt. Vernon, WA, June 8, 2004, at 1. (“Notice”) This Notice is attached as Exhibit A.

³ *Id.*

⁴ *Id.*

⁵ *Id.*, at page 3.

⁶ Order No. 5 at ¶ 58 (*emphasis added*).

5 The Commission is, in this docket, evaluating the impact of the *TRO* and *USTA II* decision on existing interconnection agreements – at Verizon’s request.⁷ “The Commission, not Verizon, has jurisdiction to decide the issues the parties raise, *i.e.*, whether there is a change in law, the extent of ILEC unbundling requirements under Section 251, and the extent of state authority to establish separate unbundling requirements.”⁸ Verizon is, by its actions, once again attempting to usurp and undermine the Commission’s jurisdiction.

6 The Commission determined that the *status quo* is to be maintained “until the Commission approves amendments to these agreements in this arbitration proceeding or the FCC otherwise resolves the legal uncertainties presented by the effect of the mandate in *USTA II*.”⁹ Clearly, neither of these conditions subsequent have come to pass, meaning that “Verizon must continue to provide ***all of the products and services under existing interconnection agreements with CLECs***, at the prices set forth in the agreements, until the Commission approves amendments to these agreements in this arbitration proceeding or the FCC otherwise resolves the legal uncertainties presented by the effect of the mandate in *USTA II*.”¹⁰ On August 13th the Commission reaffirmed the status quo requirement in response to Verizon’s Petition for Review.¹¹

7 Verizon’s proposed elimination of UNE-P, unbundled switching, and platform-based line sharing in Mount Vernon would violate the *status quo* mandate of Order No. 5 since these issues are squarely within this docket. While Verizon claims that it “is not required to provide unbundled packet switching” under the *TRO* and its existing interconnection

⁷ See, e.g., *Id.* at ¶ 34.

⁸ *Id.* at ¶ 58.

⁹ *Id.* at ¶ 1.

¹⁰ *Id.* at ¶ 55 (*emphasis added*).

¹¹ *Id.* at ¶ 1.

agreements,¹² it is “inappropriate, and borders on the absurd,” for Verizon to unilaterally effectuate its own interpretation, after having initiated a proceeding before the Commission to determine these very issues.¹³ This docket was initiated by Verizon for the very purpose of evaluating the impact of the *TRO* on interconnection agreements with 77 companies, and the Commission alone may determine the appropriate resolution of the issues presented. As the case proceeds, Verizon is free to request resolution of the specific issues raised by the Notice, but in the meantime must maintain the *status quo* until the Commission concludes the arbitration. This issue is no different from the many others raised in the arbitration.

8 Verizon’s proposal also violates the overall purpose of Order No. 5, which recognized an “overriding public interest in maintaining stability in the local telecommunications marketplace in Washington State until these matters [involving *USTA II*] are resolved.” *Id.* at ¶ 54. There is now “momentous confusion” over the state of the law:

The momentous confusion in the state of the law under Section 251 of the Telecommunications Act since the D.C. Circuit entered its decision in *USTA II* likewise creates equally momentous confusion in the competitive markets in Washington state and across the country until the FCC, or the states, in the absence of FCC action, act to resolve the issues[.]¹⁴

There is no imaginable public benefit by allowing Verizon to circumvent the process established in this docket to evaluate and interpret the *TRO*, *USTA II*, and other applicable law. The Mount Vernon switch issue is at the core of the issues in this docket and must be considered here.¹⁵

¹² Notice at 2.

¹³ Order No. 8, page 10. *See, e.g.*, Answer of the Competitive Carrier Group, at 12-15 and Tab A sections 3.2 and 3.7, which set forth the CCG’s position on these very issues.

¹⁴ Order No. 5 at ¶ 51.

¹⁵ As noted elsewhere in this motion, the actions Verizon threatens implicate the continued availability of unbundled switching, UNE-P and platform-based line sharing, as well as the establishment of any appropriate transitional mechanisms. These are all issues in the pending arbitration.

9

Verizon further identifies no technical reason why it cannot wait for the Commission to rule. Verizon's Notice states that Competitor Group can still offer service under "alternative service arrangements" such as resale (Notice at 2), meaning that Verizon can still provide voice service to Competitor Group and their customers once the packet switch is in place. The Notice is purely a Verizon pricing decision that can wait until this Commission determines whether Verizon has the right to take anything approaching the actions it proposes and, if so, when and under what circumstances.

IV. VERIZON'S PROPOSAL TO END UNE-P AND UNBUNDLED SWITCHING VIOLATES THE TRO

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In addition to the fact that Order No. 5 prohibits Verizon from unilaterally implementing the *TRO*, Verizon's analysis of the *TRO* is wrong. Verizon theorizes that it needs not provide UNE-P for the Mount Vernon switch because the FCC declined to unbundle packet switching as a stand-alone network element.¹⁶ Yet Verizon completely ignores that these FCC findings related to packet switching used to provide broadband services:

Finally, because packet switching is used in the provision of broadband services, our decision not to unbundle stand-alone packet switching is also guided by the goals of, and our obligations under, section 706 of the Act. In order to ensure that both incumbent LECs and competitive LECs retain sufficient incentives to invest in and deploy broadband infrastructure, such as packet switches, we find that requiring no unbundling best serves our statutorily-required goal. Thus, we decline to require unbundling on a national basis for stand-alone packet switching because it is the type of equipment used in the delivery of broadband.¹⁷

Here, Verizon proposes to use packet switching as a substitute for circuit switching primarily to provide voice service to local customers, and as a means to eliminate UNE-P competition in an entire central office territory. Verizon simply cannot use the *TRO*'s analysis of broadband services to bootstrap its efforts to eliminate competition.

¹⁶ *Id.* at 19 (quoting *TRO* ¶ 537).

¹⁷ *TRO* at ¶ 541 (*citations omitted and emphasis added*).

11 Further, the FCC’s definition of the “local switching” proves that Verizon must provide UNEs for voice circuits regardless of the underlying technology employed. The FCC broadly defined “local switching to encompass line-side and trunk-side facilities, plus the features, and capabilities of the switch [which] include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks.”¹⁸ It does not matter whether the underlying switch is circuit or packet-based.

12 Verizon’s illogical position would allow a technical change, invisible to callers, to eradicate its duty to provide unbundled local switching to competitors before Verizon has direction from the FCC or this Commission. Ultimately, the Commission – not Verizon – must interpret all applicable law, evaluate its implications, and determine how and when existing interconnection agreements should be amended to reflect these requirements.

V. VERIZON’S PROPOSAL TO END UNE-P AND UNBUNDLED SWITCHING VIOLATES ITS INTERCONNECTION AGREEMENTS WITH CLECS

13 Verizon, through its proposed substitution of packet switches for circuit switches, intends to cease the provision of unbundled switching and UNE-P to the Competitive Group. Such conduct is a blatant breach of the Competitive Groups’ interconnection agreements. While Verizon’s Notice informs wholesale customers that Verizon is prepared to move competitors’ customers to a resale platform, this offer is not an adequate substitute for switching or UNE-P nor does it cure the fundamental breach of these agreements or the potential harm to those CLECs whose operational support systems cannot accommodate the resale platform offered.

14 Verizon’s interpretation of its interconnection agreements is contrary to the plain language in the agreements. Those existing agreements define “local switching” broadly enough to include packet switching used to provide voice services. Most, if not all, of the

¹⁸ *TRO* at ¶ 433.

Verizon interconnection agreements (“ICAs”) that are involved in this arbitration require Verizon to offer unbundled “local switching,” and an unbundled network element platform (“UNE-P”) that includes “local switching” throughout Verizon’s incumbent local exchange territory in Washington. Further, the ICAs generally define “local switching” as providing the basic switching functions to originate, route, and terminate traffic and any signaling deployed in the switch, without exceptions for the technical functioning of the underlying switch. For example, ATI’s interconnection agreement requires Verizon to provide local switching without mentioning the type of switch used:

10.1.1 The unbundled Local Switching Element includes line side and truck side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DSL truck side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon’s local exchange Customers), usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trucks), and trunk features (including the connection between the trunk termination and a trunk card).

ATI Agreement with Verizon, § 10.1.1 (emphasis added).

15 Similar language is in UNICOM’s Agreement:

10.1.1 The unbundled Local Switching Element includes line side and truck side facilities (e.g. line and trunk side Ports such as analog and ISDN line side Ports and DSL truck side Ports) plus the features, functions, and capabilities of the switch. It consists of the line-side Port (including connection between a Loop termination and a switch line card, telephone number assignment, basic intercept, one primary directory listing, presubscription, and access to 911, operator services, and directory assistance), line and line group features (including all vertical features and line blocking options that the switch and its associated deployed switch software is capable of providing and are currently offered to Verizon’s local exchange Customers), usage (including the connection of lines to

lines, lines to trunks, trunks to lines, and trunks to trucks), and trunk features (including the connection between the trunk termination and a trunk card).

Section 10.1.1 of the Unbundled Network Element Attachment to UNICOM Interconnection Agreement with Verizon (emphasis added).

16 Covad's Interconnection Agreement states that "local switching provides the basic circuit switching functions to originate, route, and terminate traffic and any signaling employed in the switch." Covad Agreement with Verizon, Article VII Unbundled Elements, § 5.4 (emphasis added). Again, this definition requires Verizon to provide local switching functions without regard to the underlying switch technology.

17 MCI's interconnection agreement with Verizon also does not define local switching by referring to the type of switch used:

47.1 Definition: Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Signal Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities of the Verizon switch including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTRANET, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g., long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. Local Switching provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, directory services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support where technically feasible.

MCImetro Access Transmission Services, LLC Interconnection Agreement with Verizon, Attachment 2, page 11, Section 47.1.

18 AT&T's interconnection agreement with Verizon (identified as GTE) defines local switching like MCI's agreement does:

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47.1 Definition: Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Signal Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include all of the features, functions, and capabilities of the GTE switch including but not limited to: line signaling an signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities, CENTRANET, Automatic Call Distributor, Carrier pre-subscription, Carrier Identification Code portability capabilities, testing and other operational features inherent to the switch and switch software. Local Switching provide access to transport, signaling, and platforms such as adjuncts, Public Safety Systems, operator services, directory services and Advanced Intelligent Network. Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support, where technically feasible.

AT&T Interconnection Agreement with Verizon, § 47.1 (emphasis added). Under this agreement, Verizon is required to offer local switching regardless of the technology employed to AT&T:

32.1 GTE will offer the Network Elements to AT&T on an unbundled basis at rates set forth in Attachment 14.¹⁹

32.9 . . . set forth below is a list of Network Elements that AT&T and GTE have identified as of the Effective Date of this Agreement and will be offered by GTE Descriptions and requirements for each Network Element identified below are set forth in Attachment 2. The Network Elements described in Attachment 2 consist of: . . . Local Switching . . . Tandem Switching

AT&T Interconnection Agreement with Verizon, § 32 and Attachment 2 (emphasis added).

¹⁹ Attachment 14 provides for Local Switching (LEC Switch) at \$1.29 per line per month port charges, and \$0.0030 per minute usage charges.

In addition to the UNE provisions, AT&T's interconnection agreement also dictates how the parties handle network changes. It states, in pertinent part:

3.3 GTE will not discontinue any unbundled Network Element, Ancillary Function or Combination thereof during the term of this Agreement without AT&T's written consent which consent shall not be unreasonably withheld, except (1) to the extent required by network changes or upgrades, in which event GTE will comply with the network disclosure requirements stated in the Act and the FCC's implementing regulations; or (2) if required by a final order of the Court, the FCC or the Commission as a result of remand or appeal of the FCC's order In the Matter of Implementation of Local Competition Provisions of the Telecommunications Act of 1996, Docket 96-98. In the event such a final order allows but does not require discontinuance, GTE shall make a proposal for AT&T's approval, and if the Parties are unable to agree, either Party may submit the matter to the Dispute resolution procedures described in Attachment 1. GTE will not discontinue and Local Service or Combination of Local Services without providing 45 days advance written notice to AT&T, provided however, that if such services are discontinued with less than 45 days notice to the regulatory authority, GTE will notify AT&T at the same time it determines to discontinue the service...²⁰

23.18. Notice of Network and Technology Changes - GTE shall establish quarterly reviews of network and technologies plans. GTE shall notify AT&T at least six (6) months in advance of changes that would impact AT&T's provision of service.²¹

Id. at §§ 3.3 and 23.18 (emphasis added).

When AT&T attempted, by letter, to address Verizon's proposed switch changes identified in the Notice, Verizon essentially ignored AT&T. More to the point, the provisions cited here and the changes Verizon is attempting are subsumed within the very subject this docket is supposed to address. Consequently, the Commission should not allow Verizon to circumvent the procedure in this docket by issuing unilateral mandates to CLECs. In short, the provisions cited here clearly reveal that Verizon's unilateral demand that

²⁰ Emphasis added.

²¹ Emphasis added. There may be no impact to AT&T's provision of service because we have no UNE-P customers served out of the Mount Vernon central office.

CLEC's cease use of unbundled switching and UNE-P wherever Verizon chooses to substitute packet switches for circuit switches is a breach of the AT&T agreement.

22 Verizon, moreover, ignores its own arguments that each individual ICA must be interpreted and applied according to its terms rather than "generic[ally]." Order No. 5 at ¶ 50. Nothing could be more generic than Verizon's broad elimination of local switching and UNE-P in the Mount Vernon area for all carriers, regardless of the terms and conditions in each of its agreements.

VI. THE FCC'S INTERIM ORDER PREVENTS VERIZON FROM TERMINATING UNE-P, UNBUNDLED SWITCHING, AND PLATFORM-BASED LINE SPLITTING

23 In addition to the Commission's own *status quo* order, the FCC has now also promulgated its own standstill Order. On August 20th, the FCC formally acted on the remand of the *TRO* pursuant to *USTA II* by issuing the *Interim Order* (and Notice of Proposed Rulemaking). In this *Interim Order*, the FCC determined that, pending release of permanent rules, Verizon and other ILECs must continue to provide access to certain elements – including switching – on the same rates, terms and conditions as on June 15, 2004.²²

24 Applying the same wisdom displayed by this Commission in ordering a *status quo* months earlier, the FCC determined that unilateral changes by ILECs would be highly disruptive and against the public interest. "This is a risk to the public interest too great to bear unheeded."²³

25 The FCC determined that "[t]he public interest is best served by clarity with regard to the rates, terms and conditions under which network elements must be made available to requesting carriers."²⁴ As a result, the FCC stated that it would therefore act "consistent with

²² The FCC stated that, for purposes of the *Interim Order*, "references to unbundled switching encompass mass market local circuit switching and all elements that must be made available when such switching is made available." *Interim Order*, at fn. 3.

²³ *Interim Order* at para. 18.

²⁴ *Id.* para. 18.

our statutory mandate to protect the public interest” to promulgate the interim plans.²⁵ Citing “credible evidence” that “at least one BOC [Verizon] has announced its intention to withdraw certain UNE offerings immediately” and that such action “would likely have the effect of disrupting competitive provision of telecommunications services to millions of customers,”²⁶ the FCC determined that restoration of the June 15th *status quo* was appropriate. Thus, the FCC and the WUTC are in accord, that maintenance of the *status quo* is appropriate, particularly since the now pending FCC proceeding on the USTA II remand will establish new federal rules for unbundled elements.²⁷

VII. VERIZON’S REFUSAL TO RESELL BASIC VOICE SERVICES AND PROVIDE LINE SPLITTING IS PATENTLY UNREASONABLE AND DISCRIMINATORY IN VIOLATION OF THE ACT AND FCC RULES

26 Verizon’s refusal to provide resold voice while allowing CLECs to provide DSL on the high frequency portion of the loop is patently unreasonable and discriminatory, which is in violation of the Act and the FCC rules. Pursuant to Section 251(c)(4) of the Telecommunications Act, Verizon is required to make available for resale any retail telecommunications service. Section 251(c)(4) mandates that ILECs have “the duty –

- (A) to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers;
- (B) not to prohibit and not to impose unreasonable or discriminatory conditions or limitations on, the resale of such telecommunications service...²⁸

²⁵ *Id.* at para. 17.

²⁶ *Interim Order* at para. 17.

²⁷ The FCC noted that it was incorporating several proceedings into the record of the new proceeding, including a petition filed by Qwest for rulemaking to adopt interim unbundling rules following the *USTA II* decision. “The issues raised in these various proceedings are suitable for consideration in this proceeding because the information we receive or have received associated with these proceedings will help inform our analysis of incumbent LEC unbundling obligations.” *Interim Order* at para. 14.

²⁸ 47 U.S.C. § 251(c)(4)(A)&(B).

The FCC enacted similar rules, 47 C.F.R. §§ 51.603 & 51.613, and has also made it clear that ILECs such as Verizon are prohibited from imposing discriminatory conditions on the resale of retail services, finding that “resale restrictions are presumptively unreasonable.”²⁹

27 Verizon’s Notice forcing CLECs to convert UNE-P to resold voice is clearly discriminatory. Verizon is discriminating by allowing UNE-P providers, but not pure resellers, to obtain voice services with line splitting. Verizon’s intention to illegally eliminate UNE-P and then refuse to continue provisioning line splitting to the customer in these instances defies logic and demonstrates that its behavior is purely meant to be anti-competitive. The hard facts reveal that if Verizon is permitted to continue such conduct, competition will continue to be eliminated. In addition, customers who obtain voice service from resellers that wish to get xDSL services over the high frequency portion of their loops will continue to remain without any competitive alternatives to Verizon’s retail voice and xDSL offering. Such a known outcome is a slap in the face to the public interest.

VIII. VERIZON’S COMMITMENT TO MAINTAIN THE STATUS QUO AND AVOID MARKET DISRUPTION MUST BE ENFORCED

28 Verizon has committed to continue providing the precise switching element it threatens to discontinue here. In a letter to the FCC dated June 11, 2004, Verizon Chairman Ivan Seidenberg committed to provide mass market switching for at least another six months. Although less than three months have elapsed, Verizon is now planning – absent intervention from this Commission – to violate that commitment by *eliminating* mass market switching from an entire central office territory.

²⁹ See *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, and Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers*, First Report and Order, CC Docket. No. 96-98, CC Docket No. 95-185, 11 FCC Record 15499, ¶ 939 (1996) (“*Local Competition Order*”) (subsequent history omitted).

29 The FCC has already noted that Verizon's threats to begin discontinuing providing loops, switching and transport, pursuant to the change of law provisions of its interconnection agreements, are "inconsistent with written representations made by the BOCs before the D.C. Circuit and the Supreme Court when opposing a further stay of the USTA II mandate."³⁰ "In that context, the BOCs argued that the change of law provisions in existing contracts contained "orderly procedures . . . to transition away from the current regime of maximum unbundling."³¹ As a result, the FCC imposed a status quo regime on Verizon and the other ILECs. The Competitor Group requests that the WUTC do the same in this instance.

IX. CONCLUSION AND REQUEST FOR RELIEF

30 Based on the foregoing, the Competitor Group request the following relief:

31 (A) An order from the Commission prior to September 10, 2004, enforcing Order No. 5 by specifically requiring Verizon to continue to provide local switching, UNE-P and line splitting in the area served by its Mount Vernon switch to the extent required under Verizon's existing interconnection agreements, the *TRO* and the FCC's Interim Order; and making the following findings:

32 (1) Verizon's proposal to end UNE-P and unbundled switching disturbs the status quo and violates Order No. 5,

33 (2) Verizon's proposal to end UNE-P and unbundled switching violates the *TRO*,

34 (3) Verizon's proposal to end UNE-P and unbundled switching violates its interconnection agreements with CLECs,

³⁰ *Interim Order*, at para. 17 and fn. 49.

³¹ *Id.*, citing Joint Opposition of ILECs to Motions to Stay the Mandate Pending the Filing of Petitions for a Writ of Certiorari, *United States Telecom Ass'n v. FCC*, D.C. Cir. No. 00-1012 at 15 (June 1, 2004). See also Opposition of ILECs to Applications for Stay, *NARUC v. USTA*, Sup. Ct. Nos. 03-A1008 & 03-A1010 at 30-32 (June 14, 2004).

35 (4) The FCC's interim order prevents Verizon from terminating UNE-P, unbundled
switching, and platform-based line splitting,

36 (5) Verizon's refusal to resell basic voice services and provide line splitting is
patently unreasonable and discriminatory in violation of the Act and FCC rules,

37 (6) Verizon's commitment to maintain the status quo and avoid market disruption
must be enforced,

38 (B) Such other or further relief as the Commission finds fair, just, reasonable and
sufficient.

39 Respectfully submitted this 31st day of August, 2004.

Gandy Klein / by D. Rice

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EXHIBIT A



June 8, 2004

**Notice of Network Change
Replacement of DMS 100s with Nortel's Succession Platform in Mt. Vernon, WA**

This is to inform you of a Verizon end office replacement project in the state of Washington. Verizon will replace the existing Mount Vernon Nortel DMS-100 switch with a Nortel Succession packet switch. This will require your company to perform certain work as described below.

Network Changes

The project will replace the existing Mount Vernon class 5 Nortel DMS-100 switch with a Nortel Succession packet switch, moving the class 5 central office to another building. At the completion of the project, the existing switch will only serve a class 4 toll switching function. Verizon will use a trunk gateway to interface with the packet switch so that the existing means of interconnection will be unchanged.

This notice should provide you all of the information necessary to build direct end office trunks to the new class 5 packet switch trunk gateway. The following details will allow you to submit ASR's in a timely and accurate manner:

General Information

Existing Central Office - Mount Vernon, Washington: MTRVWAXXDS1
New Central Office - Mount Vernon, Washington: MTRVWAXFPSA
New Central Office Point Code - Mount Vernon, Washington: 240049038
Timeframe for ASR's to be submitted for new CLLI code: 9/13/04 through 10/15/04
Due dates for trunks to be established on new CLLI code: 9/24/04 through 10/29/04

Trunk Rearrangements

ASR's to disconnect and reestablish service between the old and new Mount Vernon, Washington Central Office entities should be related via the RPON (Related Purchase Order Number) field on the ASR (i.e., trunk order to trunk order and facility order to facility order). Note, Verizon will provision inter-machine trunks during the transition to ensure service continuity is maintained from the existing switch to the new switch, and carriers can initiate trunk orders on the new switch going forward consistent with generally followed procedures.

ASR's should carry a project id of "MTRVWAXF-TRUNKS" in the ASR "PROJECT" field.

Please consider this notice as a substitute for individual Trunk Group Service Requests (TGSR's) that will not be submitted separately.

SS7 Impacts

If SS7 service arrangements are provided to your company via another telecommunications provider, you must contact that provider and make arrangements for their code administrator to update the Local Exchange Routing Guide (LERG). This is a critical step to follow to ensure that your traffic will not be misrouted nor interrupted. Verizon will not make these arrangements on your company's behalf.

Unbundled Switching

In its Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, CC Docket Nos. 01-338, 96-98, and 98-147, FCC 03-36, 18 FCC Rcd 16978, released on August 21, 2003 (the "Triennial Review Order"), the Federal Communications Commission promulgated rules and regulations pertaining to the availability of unbundled network elements pursuant to Section 251(c)(3) of the Communications Act of 1934 (the "Act"). Those rules and regulations, together with the other relevant provisions of the Triennial Review Order, took effect on October 2, 2003. Under the rules adopted in the Triennial Review Order, as under prior FCC rules, Verizon is not required to provide unbundled packet switching. Verizon also is not required to provide unbundled shared transport for use with unbundled packet switching. The FCC's rules and regulations pertaining to unbundled packet switching, and the related provisions of the Triennial Review Order, were affirmed by the U.S. Court of Appeals for the D.C. Circuit on March 2, 2004.

Accordingly, Verizon will not provide unbundled packet switching at the site identified above in accordance with the provisions of the Triennial Review Order beginning September 10, 2004. The unavailability of unbundled switching at the Mount Vernon Central Office will also affect the remotes identified on Attachment 1 to this notice to the extent they rely on access to unbundled switching at the host.

If you have unbundled local circuit switching arrangements at Mount Vernon, Washington or the other impacted sites identified in Attachment 1, you must submit LSRs to establish alternative service arrangements, such as one of the many resale arrangements, for completion no later than August 27, 2004. If you prefer not to convert to an alternate arrangement, you may terminate any unbundled local circuit switching arrangements through existing disconnect processes. Any remaining unbundled local circuit switching arrangements in-service at the time of the switch conversion will be converted to resold voice service.

Note, this will affect any UNE-P dependent line splitting arrangements from the above mentioned locations as well; therefore, customers will need to submit LSR orders requesting an alternative service such as a UNE-loop to provision DSL service for completion no later than August 27, 2004.

Any questions regarding this correspondence should be directed to your Account Manager.

Attachment 1: Other UNE-P Impacted Switch Sites

Site Name	Code
Allen	BOWWWAACRS0
Avon	MTVRWAWU0114
Bacus	SWLYWAYBRS0
Bayview	BURLWAXBRS0
Bayview Airport	BURLWAWU0002
Big Lake	BGLKWAXXRS0
Blanchard	EDSNWAAARS0
Burlington - Contel	BURLWAXXRS0
Burlington - GTE	BURLWAXARS1
Burlington #3	BURLWAXXRS1
Clear Lake	SWLYWAWU0021
Colony Mtn	BLHMWAWU0101
Conway	CNWWYWAXXRS1
Cultus Mtn	SWLYWAWU0011
Eaglemont	MTVRWAWU0124
Fredonia	MTVRWABRRS0
Garden of Eden	SWLYWAWU0031
Hickox	MTVRWAXERS0
Idle Hour	BURLWAWU0001
Lk Cavanaugh	BGLKWAAARS0
Kulshan Remote	MTVRWAXDRS1
Lk McMurray	CNWWYWAWU0001
Milltown	CNWWYWAWU0011
Montborne	MTVRWAMBRL0
Northern State	SWLYWAXERS0
Padilla	EDSNWAWU0001
Samish	SWLYWAXBRS0
Sedro Wooley-Contel	SWLYWAXXRS2
Sedro Wooley-GTE	SWLYWAXARS2
Silver Creek	SWLYWAWU0041
Truckstop	EDSNWAWU0002
United General	SWLYWAXFRS0