

ISSUES TO BE ARBITRATED IN DOCKET NO. UT-043013 ICA ARBITRATION

AT&T, MCI and The Competitive Carrier Group (“CCG”)

ATTACHMENT A

ISSUE	DESCRIPTION	TYPE OF ISSUE (FACT-BASED OR PURELY LEGAL)	PARTIES SEEKING TO ARBITRATE
1	How should the TRO Amendment address the possibility that (because of interim FCC rules or otherwise) Verizon may become obligated to provide UNEs that it had no legal obligation to provide when the TRO Amendment took effect?	TBD	Verizon
2	Does the Amendment accurately reflect current law with respect to unbundled dark fiber loops?	TBD	Verizon
3	Does the TRO require any amendment to the change in law provisions in the parties’ interconnection agreements?	Legal issue, only briefing required.	AT&T, MCI, CCG
4	How should the Amendment address the results of state commission impairment proceedings, as well as any orders, rules, regulations, decisions, ordinances or statutes issued by the state commission, the FCC or any court of competent jurisdiction?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
5	Should CLECs’ reservation of rights mirror Verizon’s reservation of rights?	Legal issue, only briefing required.	AT&T, MCI, CCG
6	Are Verizon’s legal obligations to provide access to UNEs based solely upon 47 U.S.C. § 251 and 47 CFR Part 51? Whether the provisions addressing change of law should be amended to delete Verizon’s ability unilaterally to implement changes to the interconnection agreement?	Legal issue, only briefing required. Legal issue, only briefing required.	Verizon, AT&T, MCI MCI, AT&T, CCG

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7	<p>Should this proceeding address terms and conditions that do not arise from the unbundled network element regulations promulgated in the <i>TRO</i> pursuant to 47 U.S.C. §§ 251 and 252, including issues that may arise under state law, 47 U.S.C. § 271, or the <i>Bell Atlantic/GTE Merger Conditions</i>?</p> <p>Should the TRO Amendment set forth language, based on Section 251(c)(3), that competitive carriers are entitled to use network elements for the provision of telecommunications services?</p>	Legal issue, only briefing required.	<p>AT&T, MCI, CCG</p> <p>MCI, CCG</p>
8	Should the establishment of rates, terms, and conditions for new UNEs, UNE combinations or commingling be subject to the change of law provisions of the ICA?	Legal issue, only briefing required	AT&T, MCI, CCG
9	Has the FCC specified that the TRO’s changes in unbundling obligations must be implemented without waiting for any appeals of the TRO to become final and unappealable?	Legal issue, only briefing required.	AT&T, MCI, CCG
10	How should the Amendment reference or address commercial agreements that may be negotiated for services or facilities to which Verizon is not required to provide access as UNEs under the Act?	Legal issue, only briefing required.	AT&T, MCI, CCG
11	Should the Commission approve Verizon’s proposed definitions in the Amendment’s TRO Glossary as amended by the CLECs?	Legal issue, only briefing required.	AT&T, MCI, CCG

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12	Should the Amendment’s TRO Glossary include any other terms?	Legal issue, only briefing required.	AT&T, MCI, CCG
13	Should changes to the parties’ interconnection agreements to reflect TRO requirements be effective retroactive to October 2, 2003 or should they be effective as of the amendment effective date?	Legal issue, only briefing required.	AT&T, MCI, CCG
14	Whether Verizon should construct copper loop or UDLC facilities if 3.1.4.1 or 3.1.4.2 options are available.	Legal issue, only briefing required.	AT&T, CCG
15	Should the Amendment include language addressing Verizon’s obligation, under the TRO, to notify CLECs of retirement of copper loop facilities?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, MCI, CCG
16	Are there other existing legal obligations pertaining to Verizon’s retirement of copper loop facilities that must be reflected in the Amendment (such as state commission guidelines, change management procedures)? What obligations does Verizon have in connection with changes to underlying loop architectures and other related network changes?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, CCG
17	Does this Commission have the authority to determine whether, under section 251(d)(2) of the Act, CLECs are impaired without access to unbundled dark fiber loops?	Legal issue, only briefing required.	AT&T, CCG
18	How should the Amendment address unbundled access to DS1 loops?	Legal issue, only briefing required.	Verizon, CCG

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19	How should the Amendment address unbundled access to DS3 loops, including the FCC’s location-specific cap on access to DS3-level facilities?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
20	How should the Amendment reflect the FCC’s rulings on whether or not unbundled access to newly built FTTH loops is required?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
21	How should the Amendment reflect the TRO’s rulings on unbundled access to overbuilt FTTH loops?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
22	How should the Amendment reflect Verizon’s obligations to provide broadband services? How should the Amendment reflect the TRO’s limitations on unbundled access to hybrid loops for purposes of providing narrowband services?	Legal issue, only briefing required.	AT&T, MCI, CCG Verizon, AT&T, MCI, CCG
23	How should the Amendment reflect the FCC’s determination that Verizon has no obligation to provide unbundled access to the feeder portion of a loop on a stand-alone basis as a UNE?	TBD	Verizon

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24	How should the Amendment reflect Verizon’s obligation, under the TRO, to satisfy CLEC requests to provide narrowband services through unbundled access to hybrid loops served via Integrated Digital Loop Carrier (“IDLC”)? Should Verizon be able to recover its multiple charges, <i>e.g.</i> , engineering query, construction, cancellation charges, etc., from a CLEC where the CLEC has requested that Verizon build a new copper loop?	Legal issue, only briefing required	Verizon, AT&T, MCI, CCG
25	Should Verizon be subject to standard provisioning intervals or performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere, in connection with its provision of unbundled loops in response to CLEC requests for IDLC-served hybrid loops?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
26	How should the Amendment address packet switching?	Legal issue, only briefing required.	AT&T
27	How should the Amendment address Network Interface Devices (“NIDs”)?	Legal issue, only briefing required.	AT&T
28	How should the Amendment reflect the <i>TRO</i> ’s line sharing rulings and any transitional arrangements?	Legal issue, only briefing required	Verizon, AT&T, MCI, CCG
29	Should line sharing requirements be moved to a separate agreement or remain in the ICA?	Legal issue, only briefing required.	AT&T, CCG
30	Should the TRO Amendment include language addressing the TRO’s clarification of line-splitting requirements?	Legal issue, only briefing required.	AT&T, MCI, CCG

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31	Should the TRO Amendment include language addressing the TRO’s clarification of line conditioning requirements?	Legal issue, only briefing required.	AT&T, MCI, CCG
32	Should Verizon provide an access point for CLECs to engage in testing, maintaining and repairing copper loops and copper subloops?	Legal issue, only briefing required.	AT&T, CCG
33	How should the Amendment implement Verizon’s obligation, under the TRO, to provide unbundled access to subloops?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment.	Verizon, AT&T, CCG
34	How should the Amendment address Verizon’s obligations, under the TRO, to provide a single point of interconnection at a multi-unit premises suitable for use by multiple carriers? (This is but one example of multiple issues related to subloops encompassed in Issue 33, such as the scope of the TRO’s requirements regarding: connecting to and provisioning of subloops; the need for Loop concentration /multiplexing functionality; loop distribution subloop component issues; Inside Wire Subloop for multi-tenant environments; demarcation points.)	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment.	AT&T, CCG

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35	<p>How should the Amendment address unbundling of local circuit switching, including mass market and enterprise switching and tandem switching?</p> <p>Should the Amendment be revised to include vertical features, such as customized routing?</p>	Legal issue, only briefing required	<p>Verizon, AT&T, MCI, CCG</p> <p>MCI, AT&T, CCG</p>
36	How should the Amendment address unbundled access to dedicated transport, including the TRO’s route-specific cap on access to DS3-level transport facilities?	Legal issue, only briefing required.	Verizon, AT&T, MCI, CCG
37	<p>How should the Amendment address unbundled access to dark fiber transport?</p> <p>Should the Amendment address the possibility of reverse collocation?</p>	Legal issue, only briefing required.	<p>Verizon</p> <p>AT&T, CCG</p>
38	Whether the facilities provided by Verizon to interconnect in order to exchange traffic with a CLEC, such as interconnection trunks between a Verizon wire center and a CLEC wire center, are interconnection facilities under section 251(c)(2) that must be provided at TELRIC?	Legal issue, only briefing required.	AT&T, CCG

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39	<p>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?</p> <p>Whether language should be added to recognize that the parties’ amended agreement satisfies Verizon’s tariffs concerning commingling, and that Verizon shall not change such tariffs absent an amendment of the parties’ agreement?</p>	Legal issue, only briefing required.	<p>Verizon, AT&T, MCI, CCG</p> <p>MCI, CCG</p>
40	<p>How should the Amendment reflect Verizon’s obligations with respect to conversion of wholesale services (<i>e.g.</i>, special access facilities) to UNEs or UNE combinations (<i>e.g.</i>, EELs)?</p> <p>May Verizon impose non-recurring charges (including, but not limited to, termination charges, disconnect and reconnect fees) on a circuit by circuit basis when wholesale services (<i>e.g.</i>, special access facilities) are being converted to UNEs or UNE combinations (<i>E.g.</i>, EELs)?</p> <p>Should Verizon be permitted to assess no recurring charges for the disconnection of UNE arrangement or the re-connection of service under an alternative arrangement?</p>	<p>To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment</p> <p>Legal</p>	<p>Verizon, AT&T, MCI, CCG</p> <p>MCI</p>

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41	Should Verizon’s provision of commingled arrangements or conversions of access circuits to UNEs be subject to standard provisioning intervals or to performance measurements and potential remedy payments, if any, in the underlying Agreement or elsewhere?	AT&T believes this issue raises mixed questions of law and fact. To the extent fact issues are involved, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	Verizon, AT&T, MCI, CCG
42	Are CLECs required to provide unessential, specific information to request a new EEL or EEL conversion, such as specific local numbers assigned to a DS1 or DS3 circuit, the date each circuit was established in the 911/E911 database, or the collocation termination connecting facility assignment for each circuit?	AT&T believes this issue raises mixed questions of law and fact. To the extent fact issues are involved, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, CCG
43	How should the Amendment implement Verizon’s right, under the TRO, to obtain audits of CLEC compliance with the FCC’s service eligibility criteria for EELs?	Legal issue, only briefing required.	AT&T, CCG
44	Should Verizon’s delays in implementing EELs conversions enable Verizon to continue to charge higher special access rates or should CLECs be entitled to UNE pricing treatment as of October 2, 2003, for conversion requests submitted prior to the amendment effective date? Should pricing changes to UNE rates for conversion requests submitted after the amendment effective date become effective upon receipt by Verizon of AT&T’s request for conversion?	Legal issue, only briefing required.	AT&T, CCG AT&T, CCG

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45	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 except at the request of AT&T?	Legal issue, only briefing required.	AT&T, CCG
46	Must Verizon process expeditiously all conversion requested by AT&T without adversely affecting the service quality perceived by AT&T’s end user customer?	Legal issue, only briefing required.	AT&T
47	May Verizon impose additional charges for Routine Network Modifications?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, CCG
48	Should Verizon’s provisioning of Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required be subject to standard provisioning intervals, and to performance measures and remedies contained in the ICA, PAP or otherwise determined by the Board?	AT&T believes this issue raises mixed questions of law and fact. To the extent fact issues are involved, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, MCI, CCG
49	What transitional provisions should apply in the event that Verizon no longer has a legal obligation to provide a UNE? Should this transition section be referenced specifically in sections such as 3.1.1, 3.1.3.1, 3.1.3.4, 3.5.2, and 3.5.3? Does Section 252 of the 1996 Act apply to replacement arrangements?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment Legal	Verizon, AT&T, MCI, CCG MCI

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50	Should Verizon be required to negotiate terms for service substitutions for services or facilities replacing nonconforming facilities in accordance with the terms proposed by AT&T in its Exhibit A, and should exhibit A be included in the parties’ interconnection agreements?	AT&T believes this issue raises mixed questions of law and fact. To the extent fact issues are involved, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T, MCI, CCG
51	Should the TRO Amendment contain performance metrics and remedies provisions related to batch hot cut, large job hot cut and individual hot cut processes?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment	AT&T
52	Should Verizon be permitted to “decline to provide” access to UNEs and Combinations without adhering to the change in law provisions of the interconnection agreement? Should the proposed amendment be the elusive source of Verizon’s right to discontinue the provisioning of a UNE or UNE combination?	Legal issue, only briefing required. Legal	AT&T, MCI, CCG MCI
53	Should Verizon be obligated to allow AT&T, without additional charge, to commingle and combine UNEs and Combinations with services that AT&T obtains at wholesale from Verizon? Should the interconnection agreements be amended to include changes arising from the TRO with respect to commingling of UNEs with wholesale services, EELs, and combinations?	Legal issue, only briefing required. Legal	AT&T, MCI, CCG MCI

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54	<p>What is the appropriate process for addressing any interim rules that the FCC may release subsequent to the Amendment Effective Date?</p> <p>Should rate increases or new charges established by the FCC in the Interim Order be implemented according to the change of law provisions in the parties’ interconnections agreements?</p>	<p>Legal issue, only briefing required.</p> <p>Legal</p>	<p>AT&T, CCG</p> <p>MCI</p>
55	<p>Notwithstanding the terms of the interconnection agreement, or any Verizon tariff or SGAT, must Verizon make routine network modifications without additional charge to AT&T?</p>	<p>To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment.</p>	AT&T, MCI, CCG
56	<p>Whether the FCC Interim Rules apply and govern the parties' relationship when issued or whether the parties are not bound by the FCC order issuing the rules until such time as the parties negotiate an amendment to the ICA to implement them or Verizon issues a tariff reflecting them.</p>	<p>Legal issue, only briefing required.</p>	AT&T, CCG
57	<p>Should the Amendment recount whether or not all “required notices of discontinuance” of facilities have been sent by Verizon, and whether or not any required notice periods have expired?</p>	<p>Legal issue, only briefing required.</p>	AT&T, CCG
58	<p>Should the Amendment modify any change in law terms of the interconnection agreement by allowing Verizon to “cease providing” facilities to AT&T “at any time and without further notice”?</p> <p>Should Verizon be permitted to provide notice of discontinuance in advance of the effective date of the removal of unbundling requirements?</p>	<p>Legal issue, only briefing required.</p> <p>Legal</p>	<p>AT&T, CCG</p> <p>MCI</p>

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59	Should there be an orderly transition period associated with Verizon’s efforts to cease providing unbundled Enterprise Switching instead of a flash cut date established by Verizon as the date it will cease providing such service to new customers and only provide such service to existing customers at substantially increased rates?	Legal issue, only briefing required. Provided, however, AT&T believes that to the extent that the matter of any additional charges/surcharges for Enterprise Switching involves issues of fact, AT&T believes it can be addressed through affidavits attached to briefs and/or motions for summary judgment.	AT&T, CCG
60	Should the Amendment include language requiring Verizon to meet new orders for unbundled Network Elements, Combinations and Commingling that Verizon would categorize as “discontinued” when described in the context of services being provided to existing customers, in accordance with standard ordering procedures and pursuant to the rates, terms and conditions of the interconnection agreement?	Legal issue, only briefing required.	AT&T, MCI, CCG
61	Should Verizon be prohibited from unilaterally tacking surcharges onto facilities that Verizon claims are discontinued? Should Verizon be permitted to re-price existing arrangements through application of a surcharge?	To the extent this issue involves issues of fact, AT&T believes that they can be addressed through affidavits attached to briefs and/or motions for summary judgment. Legal	AT&T, CCG MCI
62	Should Verizon be prohibited from backbilling for surcharges and rate increases that it may seek to unilaterally impose but cannot implement in its billing systems on the date(s) that it claims such surcharges and rate increases take effect?	Legal issue, only briefing required.	AT&T, CCG

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