STOEL RIVES LLP
ATTORNEYS AT LAW

600 University Street, Suite 3600
Seattle, Washington 98101
main 206.624.0900
fax 206.386.7500
www.stoel.com

TIMOTHY J. O'CONNELL
Direct (206) 386-7562
tjoconnell@stoel.com

January 4, 2005

VIA U.S. MAIL

Ms. Carole Washburn, Executive Secretary
Washington Utilities & Transportation Committee
1300 Evergreen Park Drive, SW
Olympia, WA 98504

Re: Docket No. UT-043013 –

Dear Ms. Washburn:

Please find enclosed an original and six copies of a Verizon's Response in Opposition for Stay of Procedural Order No. 13 and Petition for Interlocutory Review and a Certificate of Service. This document was filed with the Commission electronically yesterday evening.

Please contact us if you have any questions, and thank you in advance for your assistance.

Very truly yours,

Veronica Moore
Secretary for Timothy J. O'Connell

Enclosures

cc: ALJ Ann Rendahl
Parties of Record

BEFORE THE

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition for Arbitration of an Amendment for 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 VERIZON'S RESPONSE IN OPPOSITION TO JOINT MOTION FOR STAY OF PROCEDURAL ORDER NO. 13 AND PETITION FOR INTERLOCUTORY REVIEW

Verizon Northwest Inc. ("Verizon") opposes the Joint Motion for Stay of Procedural Order No. 13 and Petition for Interlocutory Review (the "Joint Motion") filed by the Joint Movants (alternatively, "CLECs") on December 30, 2004. The Joint Motion seeks to overturn a procedural ruling, for which the Commission normally accords its arbitrators or ALJs the greatest deference: a scheduling order issued after the arbitrator rejected the CLECs' motion seeking precisely the same relief they seek now. The Joint Movants had previously advised the arbitrator that they would be able to file briefs by January 5, 2005.[1] At the prehearing conference on December 16, 2004, however, the CLECs orally sought to delay this case indefinitely, pending the Federal Communications Commission's ("FCC") issuance of new

[1] Joint Motion For Extension of Time to File Initial Briefs (hereafter, "Joint Extension Motion"), filed December 9, 2004, at ¶ 6.

unbundling rules announced in its December 15, 2004, press release.[2] The arbitrator denied this procedural proposal, and now the CLECs seek the same thing again: to delay this case until the FCC issues its promised revisions to its rules – *and for some unspecified time thereafter.* Joint Motion at ¶ 8. The CLECs' goal is clear: they seek to delay, for as long as possible, the implementation of binding federal rules that were effective in October 2003, even rules that have never been set aside by, or even challenged before, any court. Contrary to Joint Movants' claims, there is no legitimate basis for delaying modifications of the interconnection agreements to conform to federal law and, therefore, this arbitration should proceed promptly, as set forth in Order No. 13. Accordingly, the Commission should reject the Joint Motion.

First, delaying this arbitration further unjustifiably prevents full implementation of the numerous rulings issued by the FCC in the *Triennial Review Order*[3] that are binding and legally effective today. These preemptive federal rulings, which were either upheld by the D.C. Circuit or not challenged in the first place, include, among others, the elimination of unbundling requirements for OCn loops, OCn transport, enterprise switching, the feeder portion of the loop on a stand-alone basis, signaling networks and virtually all call-related databases; and the determination that the broadband capabilities of hybrid copper-fiber loops and fiber-to-the-premises facilities are not subject to unbundling. There has never been any legitimate basis for

---

[2] "FCC Adopts New Rules for Network Unbundling Obligations of Incumbent Local Phone Carriers: New Network Unbundling Rules Preserve Access to Incumbents' Networks by Facilities-Based Competitors Seeking to Enter the Local Telecommunications Market," FCC News Release, Dec. 15, 2004 ("FCC News Release").

[3] Report and Order and Order on Remand and Further Notice of Proposed Rulemaking, *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers,* CC Docket Nos. 01-338, 96-98, 98-147, FCC Release No. 03-36, 18 FCC Rcd 16978 (rel. August 21, 2003) *("Triennial Review Order"* or *"TRO"*), *vacated in part and remanded, United States Telecom Ass'n v. FCC,* 359 F.3d 554 (D.C. Cir. 2004) *("USTA II"), cert. denied, NARUC v. United States Telecom Ass'n,* Nos. 04-12, 04-15 & 04-18, 125 S.Ct. 313 (Oct. 12, 2004).

CLECs' attempts to block amendments to reflect these rulings, and Verizon should not have to wait any longer to implement changes that should have been reflected in contracts many months ago.

Second, the arbitrator's ruling which the CLECs seek to overturn was, in essence, a compromise. Verizon argued that the arbitration should go forward on all issues; the CLECs sought delay on all issues Even for the few network elements affected by the FCC's decision announced on December 15, there is no need to await the issuance of final rules, because Verizon has proposed language in its interconnection-agreement amendment that does not assume any particular outcome of the FCC's rulemaking, but provides that, whatever the FCC's findings are, they will be promptly implemented. Accordingly, it is not necessary to await the FCC's written decision before moving forward. Verizon's approach would have ensured that the FCC's objective of a "speedy transition" to the final unbundling rules is achieved for mass market switching, dark fiber loops, high capacity loops, and transport. Nonetheless, Verizon is prepared to proceed in accord with the arbitrator's ruling and go forward on those issues not effected by the FCC's impending revisions to its rules. In contrast, the Joint Motion is an effort to delay the expeditious implementation of binding federal law and should not be sanctioned.

Finally, although the Joint Movants point to the lack of agreement on a formal issues list, this is not a legitimate basis for delay. Given the direction from the arbitrator to go forward on those issues not impacted by the FCC's Press Release, Verizon identified a list of approximately half of the agreed-to issues that are reasonably viewed as affected by the new FCC rules.[4] While

[4] Most of the parties in this case are involved in virtually identical proceedings in other jurisdictions. In Florida, the parties engaged in a formal issue identification process resulting in an issues list approved by the Commission. It has been used by the parties as the basis for issue identification in this proceeding, *see* Exhibit A, and no party has suggested any issue in this case not encompassed in that list.

CLECs agreed with some of the issues that Verizon had identified could be deferred, they also proposed delaying briefing of issues which were not affected by *USTA II* or any subsequent development. Indeed, two of the Joint Movants – AT&T and MCI – went so far as to oppose consideration of 24 of the 26 issues identified on the issues list developed in the similar Florida proceeding. Moreover, some CLECs proposed briefing other issues, even issues that they *admit* in the Joint Motion will be effected by the promised FCC order. It is these unreasonable proposals that are the cause of the lack of agreement on an issues list.

The Joint Motion is without foundation, and does not justify interlocutory review of the arbitrator's scheduling order. It should be denied.

ARGUMENT

In the Joint Motion, the CLECs request that the Commission stay this case until after the FCC issues its promised rules, and for at least one week thereafter for a prehearing conference to be held; then, the CLECs propose, the parties can argue how much longer to delay the case for further negotiations. Joint Motion, at ¶ 8. Alternatively, the Joint Movants propose a round of briefing now to address what should be briefed now and what should be briefed later.[5] *Id.* The Joint Movants are wrong. There is no reason to delay this proceeding any further.

A. There is no basis for delaying this arbitration to implement FCC rulings that were affirmed in USTA II or were not appealed.

Verizon initiated negotiation of a TRO Amendment ***more than one year ago***, on October 2, 2003, the effective date of the *TRO*. Although a number of CLECs have signed Verizon's *TRO* Amendments, many others have done their best to avoid implementing binding federal

[5] The Commission should note that this motion presents only the question of when briefing is to be filed. The Joint Motion does not challenge the arbitrator's uncontested ruling that this case presents only legal questions, capable of resolution through briefing, and that no hearings are needed. Order No. 13, ¶ ¶6, 8.

law—despite the FCC's finding that even a months-long delay in implementing the *TRO*'s rulings "will have an adverse impact on investment and sustainable competition in the telecommunications industry." *Triennial Review Order*, ¶¶ 703, 705. As a result, 15 months after the *TRO* took effect, there has been little progress toward execution of an amendment to reflect even the *TRO* rulings were either upheld by the D.C. Circuit in its *USTA II* decision or not challenged in the first place. These rulings, include, among others, the elimination of unbundling requirements for OCn loops, OCn transport, enterprise switching, the feeder portion of the loop on a stand-alone basis, signaling networks and virtually all call-related databases; and the determination that the broadband capabilities of hybrid copper-fiber loops and fiber-to-the-premises facilities are not subject to unbundling. The FCC's December 15th decision does not affect these "delisted" UNEs, and there is no basis for putting off the amendment of applicable interconnection agreements to clarify Verizon's obligations.[6] The Joint Motion would, however, place even these rulings into limbo when they should have been implemented many months ago.

B. For the elements that are the subject of the FCC's December 15th decision, the Commission could arbitrate contract language that ensures prompt implementation of final FCC rules – but Verizon will comply with the arbitrator's ruling.

1. The FCC's December 15th decision declines to require any unbundling of mass-market switching and dark fiber loops, and eliminates unbundling for high-capacity loops and transport under defined circumstances.[7] Verizon has proposed contract language that would

---

[6] A large number of Verizon's interconnection agreements contain terms that enable it to cease providing a UNE when it is no longer required under Section 251 of the Telecommunications Act by FCC rule or a court decision.

[7] With regard to mass-market switching, the FCC stated: "Incumbent LECs have no obligation to provide competitive LECs with unbundled access to mass market local circuit switching." It also ruled that: "Competitive LECs are not impaired without access to dark fiber loops in any instance." For high-capacity loops and dedicated transport, the FCC established non-impairment standards based on the number of business lines and/or fiber-based collocators contained in the relevant wire center(s). FCC News Release.

ensure that the FCC's decision can be implemented under applicable interconnection agreements without any further delay. Nonetheless, Verizon will comply with the arbitrator's ruling and defer, for now, briefing of issues which are directly affected by the FCC's promised revisions to its rules.

In all events, however, leaving aside those issues directly affected by the forthcoming *TRO Remand Order*, there can be no basis for delaying consideration of remaining issues any further. The most important issues presented in this proceeding do not relate to the particular rules governing unbundling, but instead concern the proper *mechanism* for incorporating new *limitations* on Verizon's unbundling obligations into existing agreements. For the majority of interconnection agreements in Washington, existing language already provides for incorporation of such binding federal-law determinations; for that reason, Verizon has voluntarily dismissed its petition with regard to most CLECs. Verizon seeks to include comparable language in the remaining agreements at issue in this proceeding; the propriety of such language is not affected in any way by the outcome of any particular FCC proceeding.

Thus, issue 1 (which relates to the binding effect of federal law); issue 2 (which addresses incorporation of changes in law); issue 6 (which concerns Verizon's right to re-price facilities that are not subject to unbundling); issue 7 (required notice of discontinuance); issue 11 (incorporation of new pricing rules); issue 23 (precedence of amendment obligations); and issue 24 (procedures related to CLEC customers) are generic issues that must be addressed to ensure that interconnection agreements properly implement the duties imposed under federal law, as

Congress intended. The resolution of these issues does not depend on the outcome of the FCC's proceeding on remand after *USTA II*.[8]

A second group of issues relates to the resolution of disputes concerning interpretation of unbundling limitations established in the *Triennial Review Order* that were either affirmed or not challenged on appeal. Again, the *TRO Remand Order* will have no impact on these settled rules, and there is no conceivable reason not to address them now. Indeed, the time for implementation of these rules is long overdue: the FCC has emphasized that it is in the public interest for its rulings to be implemented expeditiously. In the *Triennial Review Order*, the FCC stated that it would be "unreasonable and contrary to public policy to preserve our prior rules for months or even years pending any reconsideration or appeal of this Order." *Triennial Review Order*, ¶ 705. Indeed, the FCC noted that *even a months-long delay* in implementing the *TRO* rulings "will have an adverse impact on investment and sustainable competition in the telecommunications industry." *Triennial Review Order*, ¶¶ 703, 705.

2. In arguing that the Commission should overrule the arbitrator and put this entire proceeding on hold, the CLECs raise three arguments: first, they claim that requiring briefing now would deprive them of due process of law; second, they claim that prompt resolution of these issues would waste resources; third, they argue that before any briefing should proceed, the parties should be required to submit briefs limited to the question of what issues are appropriate for briefing. None of these arguments withstands scrutiny.

The CLECs' due process argument is frivolous. First, the Commission should not forget the fact that the CLECs fail to mention in their Joint Motion: Order No. 13 *granted the CLECs*

[8] Likewise, certain limited procedural issues should be resolved now and will not be affected by the FCC's *TRO Remand Order*. These include issue 10 (regarding compliance with existing change-of-law procedures) and issue 15 (effective date).

the relief they had sought in their Joint Extension Motion. In that pleading, AT&T and MCI had sought additional time to prepare "initial briefs that are consistent with the best understanding of the FCC's requirements." Joint Extension Motion, at ¶ 6. The arbitrator granted them the relief they sought, extending the briefing deadline until their requested date – January 5, 2005. The CLECs now complain about the very process they sought, but this cannot possibly raise due process concerns. The CLECs' complaint that the law – unrelated to issues effected by the FCC's News Release – is unknown, Joint Motion at fn. 2, is simply wrong. The *TRO*'s requirements have been effective for more than a year and are not subject to further challenge. The problem is not that the CLECs do not understand the *TRO*'s changes; the CLECs' problem is that they do not **like** the changes imposed by the *TRO* and seek to delay them at every turn. The Commission should not be party to such tactics.

Similarly flawed are the CLECs' complaints that proceeding now is a waste of resources, or alternatively that there are no ripe issues to address, Joint Motion, at ¶ 7. CLECs do not question that all of the issues that Verizon seeks to address now, pursuant to the ALJ's Order, are properly included in this proceeding. They must be addressed, and – given that there is no prospect of any change in governing law – it conserves resources to address them now, rather than to indulge in further litigation over purely procedural matters. Recognizing this, the arbitrator considered the CLECs' arguments, weighed them against the FCC's undisturbed findings that the *TRO*'s modifications should be implemented expeditiously, and correctly concluded that this proceeding should move forward to the greatest extent possible. The Commission should not second-guess the arbitrator's procedural determination.

Finally, the CLECs argue that the case cannot go forward because of a purported failure to agree on an issues list, and alternatively call for briefing on what issues to brief. As a practical matter, however, any inability to reach agreement on an issues list need not prevent the parties from filing opening briefs and responsive briefs in accordance with the arbitrator's ruling. Parties may differ as to which issues are properly included and, in responding to opposing parties' opening briefs, they can not only address any arguments on the merits, but also explain why the issue should not be addressed at all. There is no risk of unfair surprise because the parties have exchanged proposed issues lists and have ample time to prepare responsive briefs. The parties can simply comply with the procedural schedule.

Furthermore, it would reward procedural gamesmanship to permit CLECs to delay the arbitrator's procedural schedule simply by refusing to come to agreement on a list of issues that are properly addressed now. For example, when Verizon attempted in good faith to comply with the arbitrator's ruling in Order No. 13 by identifying nine of the 26 issues in the Florida issues list (and parts of two other issues) that could be deferred, AT&T responded by suggesting that only *two* issues are appropriate to take up now. Exhibit A hereto. Some CLECs simply adopted AT&T's position; others added a few other issues that they thought could be addressed now. But the Joint Motion itself demonstrates that the CLECs cannot blame any other party for a failure to identify issues in accord with Order No. 13. Some CLECs sought immediate briefing of issues, such as those involving EELs and commingling, which are plainly related to topics addressed by the FCC's Press Release – *as the Joint Movants admit.* In the Joint Motion, the CLECs complain that "the parties must await the FCC's order to determine what, if any, use restrictions may apply to enhanced extended links ("EELs") combinations or to various commingled uses of UNEs and

tariffed services." Joint Motion, at ¶ 11. The CLECs may not seek to overturn the arbitrator's ruling by virtue of a situation they have created.

In sum, Order No. 13 provides all parties with sufficient opportunity to address these questions within the briefing called for by the arbitrator. At this juncture, the CLECs know the issues that Verizon believes should be briefed; Verizon knows the issues the CLECs believe should be briefed. Each side can address the question whether any particular issue should be deferred in their opening or responsive briefs.

C. The Joint Motion fails to satisfy the Commission's standard for interlocutory review.

When the arbitrator issued Order No. 13, she was fully aware of the status of the FCC remand proceeding regarding mass market switching, dark fiber loops, high capacity loops, and transport. She nevertheless correctly concluded that this proceeding should move forward. Her decision was not the result of any overlooked facts or mistake – indeed, the Joint Motion points to none – but a clear recognition that it was time to act to bring the applicable interconnection agreements into line with federal law. This type of routine scheduling order is at the core of the broad authority granted to the arbitrator in a proceeding such as this. WAC 480-07-630(11)(b) ("Arbitrators will exercise all authority reasonable and necessary to conduct arbitration under the provisions of this rule, the commission's orders on arbitration procedure, and other provisions of law."). It certainly does not meet the standards for interlocutory review – further delay in a proceeding that the FCC has indicated should be resolved expeditiously is not a saving of "substantial" effort or expense. WAC 480-07-810(2)(c). The Joint Motion provides no basis for the Commission to second guess its arbitrator's decision.

CONCLUSION

Despite the FCC's admonitions to promptly implement the *TRO* rulings, the CLECs have done everything they can to avoid doing so. The Joint Motion is simply another delaying tactic to avoid amending the agreements to conform to preemptive federal law — regardless of FCC directives and/or statutory and contractual requirements. Accordingly, the Joint Motion should be denied.

Respectfully submitted,

Aaron M. Panner
Scott H. Angstreich
KELLOGG, HUBER, HANSEN,
TODD & EVANS, P.L.L.C.
Sumner Square
1615 M Street, N.W., Suite 400
Washington, D.C. 20036
(202) 326-7900
(202) 326-7999 (fax)

Timothy J. O'Connell
STOEL RIVES, LLP
One Union Square
600 University St., Suite 3600
Seattle, WA 98101
(206) 624-0900
(206) 386-7500

Counsel for Verizon Northwest Inc.

January 3, 2005

EXHIBIT A

O'Connell, Timothy J.

From: Bourianoff,Michelle S - LGCRP [mbourianoff@att.com]

Sent: Wednesday, December 29, 2004 2:11 PM

To: Harlow, Brooks; O'Connell, Timothy J.

Cc: Friesen,Letty S - LGCRP; Michel Nelson (UT 3013 and 3022); GregKopta@DWT.COM; Rice, David L.

Subject: RE: UT-043013

Tim--

On behalf of AT&T, we have reviewed the Florida issues list you provided and the issues that Verizon identified to proceed with now. For purposes of this discussion to try and get to some resolution of the bifurcation issue, we will respond in terms of the Florida list, but do not concede that it contains the proper statement of the issues or is the proper list to be working from. Moreover, without a cross-reference to contract language, we cannot be completely sure exactly what each issue entails.

That said, AT&T disagrees that most of the issues Verizon identified are appropriate to address now in advance of the FCC's written order and rules. The only issues that AT&T believes it might make sense to address at this time in a bifurcation without being a complete waste of the parties and the Commission's time are Issues 14 (line splitting, hybrid loops, etc) and 22 (routine network modifications). Even as to those two issues, however, there is a substantial risk that any briefing done in advance of the release of the FCC's order might prove to be for naught.

Please let me know Verizon's response.

Thanks,

Michelle Bourianoff
Senior Attorney
AT&T

Tentative Issues List

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
1.	Should the Amendment include rates, terms, and conditions that do not arise from federal unbundling regulations pursuant to 47 U.S.C. sections 251 and 252, including issues asserted to arise under state law or the Bell Atlantic/GTE Merger Conditions?	NOW	LATER	LATER	LATER
2.	What rates, terms, and conditions regarding implementing changes in unbundling obligations or changes of law should be included in the Amendment to the parties' interconnection agreements?	NOW	NOW	LATER	LATER
3.	What obligations under federal law, if any, with respect to unbundled access to local circuit switching, including mass market and enterprise switching (including Four-Line Carve-Out switching), and tandem switching, should be included in the Amendment to the parties' interconnection agreements?	LATER	LATER	LATER	LATER
4.	What obligations under federal law, if any, with respect to unbundled access to DS1 loops, unbundled DS3 loops, and unbundled dark fiber loops should be included in the Amendment to the parties' interconnection agreements?	LATER	LATER	LATER	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
5.	What obligations under federal law, if any, with respect to unbundled access to dedicated transport, including dark fiber transport, should be included in the Amendment to the parties' interconnection agreements?	LATER	LATER	LATER	LATER
6.	Under what conditions, if any, is Verizon permitted to re-price existing arrangements which are no longer subject to unbundling under federal law?	NOW	LATER	LATER	LATER
7.	Should Verizon be permitted to provide notice of discontinuance in advance of the effective date of removal of unbundling requirements?	NOW	NOW	LATER	LATER
8.	Should Verizon be permitted to assess non-recurring charges for the disconnection of a UNE arrangement or the reconnection of service under an alternative arrangement? If so, what charges apply?	LATER	LATER	LATER	LATER
9.	What terms should be included in the Amendments' Definitions Section and how should those terms be defined?	SPLIT	SPLIT	LATER	LATER
10.	Should Verizon be required to follow the change of law and/or dispute resolution provisions in existing interconnection agreements if it seeks to discontinue the provisioning of UNEs?	NOW	LATER	NOW	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
11.	How should any rate increases and new charges established by the FCC in its final unbundling rules or elsewhere be implemented?	NOW	LATER	LATER	LATER
12.	Should the interconnection agreements be amended to address changes arising from the TRO with respect to commingling of UNEs with wholesale services, EELs, and other combinations? If so, how?	LATER	NOW	NOW	LATER
13.	Should the interconnection agreements be amended to address changes arising from the TRO with respect to conversion of wholesale services to UNEs/UNE combinations? If so, how?	LATER	LATER	NOW	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
14.	Should the ICAs be amended to address changes, if any, arising from the TRO with respect to: a. Line splitting; b. Newly built FTTP loops; c. Overbuilt FTTP loops; d. Access to hybrid loops for the provision of broadband services; e. Access to hybrid loops for the provision of narrowband services; f. Retirement of copper loops; g. Line conditioning; h. Packet switching; i. Network Interface Devices (NIDs); j. Line sharing? If so how?	NOW	LATER	NOW	NOW
15.	What should be the effective date of the Amendment to the parties' agreements?	NOW	NOW	LATER	LATER
16.	How should CLEC requests to provide narrowband services through unbundled access to a loop where the end user is served via Integrated Digital Loop Carrier (IDLC) be implemented?	NOW	LATER	LATER	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
17.	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 a. unbundled loops in response to CLEC requests for access to IDLC-served hybrid loops; b. Commingled arrangements; c. Conversion of access circuits to UNEs; d. Loops or Transport (including Dark Fiber Transport and Loops) for which Routine Network Modifications are required; e. Batch hot cut, large job hot cut, and individual hot cut processes. [Verizon continues to oppose including any hot cut issues in this proceeding.]	a. NOW b-d. LATER e. NEVER	a LATER b NOW c NOW d NOW e LATER	a. LATER b NOW c NOW d NOW e LATER	LATER
18.	How should sub-loop access be provided under the TRO?	NOW	LATER	LATER	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
19.	Where Verizon collocates local circuit switching equipment (as defined by the FCC's rules) in a CLEC facility/premises, should the transmission path between that equipment and the Verizon serving wire center be treated as unbundled transport? If so, what revisions to the Amendment are needed?	NOW	LATER	LATER	LATER
20.	Are interconnection trunks between a Verizon wire center and a CLEC wire center, interconnection facilities under section 251(c)(2) that must be provided at TELRIC?	LATER	LATER	LATER	LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
21.	What obligations under federal law, if any, with respect to EELs should be included in the Amendment to the parties' interconnection agreements? a. What information should a CLEC be required to provide to Verizon as certification to satisfy the service eligibility criteria (47 C.F.R. Sec. 51.318) of the TRO in order to (1) convert existing circuits/services to EELs or (2) order new EELs? b. Conversion of existing circuits/services to EELS 1. Should Verizon be prohibited from physically disconnecting, separating or physically altering the existing facilities when a CLEC requests a conversion of existing circuits/services to an EEL unless the CLEC requests such facilities alteration? 2. In the absence of a CLEC request for conversion of existing access circuits/services to UNE loops and transport combinations, what types of charges, if any, can Verizon impose? 3. Should EELs ordered by a CLEC prior to October 2, 2003, be required to meet the TRO's service eligibility criteria? 4. For conversion requests submitted by a CLEC prior to	LATER	a. LATER b. LATER 1. LATER 2. LATER 3. LATER 4. LATER c. LATER	a. LATER b. LATER 1. NOW 2. LATER 3. LATER 4. LATER c. LATER	a. LATER b. LATER 1. LATER 2. LATER 3. LATER 4. LATER c. LATER

No.	Issue	Verizon	CCC	XO, Integra, Pac-West	AT&T, MCI
22.	How should the Amendment reflect an obligation that Verizon perform routine network modifications necessary to permit access to loops, dedicated transport, or dark fiber transport facilities where Verizon is required to provide unbundled access to those facilities under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?	LATER	NOW	NOW	NOW
23.	Should the parties retain their pre-Amendment rights arising under the Agreement, tariffs, and SGATs?	NOW	NOW	LATER	LATER
24.	Should the Amendment set forth a process to address the potential effect on the CLECs' customers' services when a UNE is discontinued?	NOW	NOW	LATER	LATER
25.	How should the Amendment implement the FCC's service eligibility criteria for combinations and commingled facilities and services that may be required under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51?	LATER	NOW	LATER	LATER
26.	Should the Commission adopt the new rates specified in Verizon's Pricing Attachment on an interim basis?	LATER	LATER	LATER	LATER

*The parties need to develop a definition-by-definition bifurcation list.