

**AT&T’S ISSUES MATRIX TO VERIZON’S
PETITION FOR TRO AMENDMENT ARBITRATION
DOCKET NO. UT-043013**

DRAFT TRO AMENDMENT SECTION	ISSUE	TRO/RULES	LANGUAGE
Amendment Section 6	<p>Contrary to the amendment language proposed by Verizon, the TRO does not require that the change in law provisions of the parties’ interconnection agreements be modified. Instead, the terms of and processes established by the change in law provisions of the current interconnection agreements must be maintained and not overridden (in whole or in part) by the terms of this Amendment. AT&T’s language supports this position.</p>	TRO ¶¶ 700-701.	<p><u>6. Stay or Reversal of the TRO.</u> Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party’s<u>Verizon’s</u> right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Washington Utilities and Transportation Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party’s<u>Verizon’s</u> rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law. The Parties acknowledge that certain provisions of the TRO are presently on appeal to the United States Court of Appeals for the District of Columbia Circuit (the “D.C. Circuit”) <u>issued a decision vacating and remanding certain portions and affirming other portions of the TRO, but stayed its vacatur and remand,</u> and that a Writ of Mandamus relating to the TRO is presently pending before the D.C. Circuit. Notwithstanding any other change of law provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, <u>sShould the D.C. Circuit’s decision become effective</u> –or the United States Supreme Court issue a stay of any or all of the TRO’s provisions, <u>or reverse any or all of the TRO’s provisions,</u> any terms and conditions of this Amendment that</p>

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			<p>relate to the stayed <u>or reversed</u> provisions shall be <u>subject to any change in law provisions of the Agreement, as appropriate, suspended, and shall have no force and effect, from the effective date of such stay until the stay is lifted. Should the D.C. Circuit or the United States Supreme Court reverse any or all of the TRO's provisions, then any terms and conditions of this Amendment that relate to the reversed provisions shall be voidable at the election of either Party.</u></p>
Amendment Section 7	<p>Contrary to Verizon's proposed language, the parties should rely upon the change in law provisions of their interconnection agreements to address results of the state impairment proceedings at the time they occur. AT&T's language supports this position.</p>	TRO ¶¶ 700-701.	<p><u>7. Washington TRO Impairment Proceedings. Nothing contained in this Amendment is intended to waive either Party's right to incorporate the Commission's decisions resulting from impairment proceedings held in Washington in Docket No. UT-033044. Any such decisions shall be considered a change in law and subject to any change in law provisions of the Agreement.</u></p>
2.2	<p>Verizon's definition of Dark Fiber Transport is overly broad, and ignores footnote 1126 of the TRO. AT&T's language more accurately reflects the TRO and Rules.</p>	TRO footnote 1126.	<p>2.2 Dark Fiber Transport. An unactivated optical transmission facility within a LATA, without attached multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers (<u>including Verizon facilities located at AT&T's premises</u>), that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 <u>or other Applicable Law</u>. Dark fiber facilities between (i) a</p>

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2.3	Verizon's definition of Dedicated Transport is overly broad and ignores footnote 1126 of the TRO. AT&T's language more accurately reflects the TRO and Rules.	TRO footnote 1126.	<p>Verizon wire center or switch and (ii) a switch or wire center of AT&T***CLEC Acronym TXT*** or a third party are not Dark Fiber Transport.</p> <p><u>2.3 Dedicated Transport.</u> A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, <u>(including Verizon facilities located at AT&T's premises)</u>, within a LATA, that is dedicated to a particular end user or carrier and that is provided on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 <u>or other Applicable Law.</u> Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of AT&T***CLEC Acronym TXT*** or a third party are not Dedicated Transport.</p>
2.10	To properly define FTTH Loops, it is necessary to clarify that they do NOT include such intermediate fiber in the loop architectures as fiber-to-the-curb (FTTC), fiber-to-the-node (FTTN) or fiber-to-the-building (FTTB)?	TRO footnote 811	<p><u>2.10 FTTH Loop.</u> A <u>mass market</u> Loop consisting entirely of fiber optic cable, whether dark or lit, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user's customer premises. <u>FTTH Loops do not include such intermediate fiber-in-the-loop architectures as fiber-to-the-curb ("FTTC"), fiber-to-the-node ("FTTN"), and fiber-to-the-building ("FTTB").</u></p>

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2.12	<p>Verizon fails to include such clarification. AT&T's language addresses these omissions.</p> <p>Verizon's proposed amendment fails to include sufficient language concerning what types of facilities are included within the definition of "Hybrid Loops". Such loops include such intermediate fiber in the loop architectures as FTTC, FTTN and FTTB. AT&T's language addresses these omissions.</p>	TRO footnote 832.	<p><u>2.12 Hybrid Loop.</u> <u>Any local Loop composed of both fiber optic cable and copper wire or cable, including such intermediate fiber-in-the-loop architectures as FTTC, FTTN, and FTTB.</u></p>
2.16	<p>Contrary to Verizon's proposed amendment, the definition of "Nonconforming Facility" (VZ term)/"Declassified Network Element" (AT&T</p>	<p>TRO ¶¶ 419-532 & 700-701; Rule 51.519(d).</p>	<p><u>2.16 Declassified Network Elements</u>Nonconforming Facility. Any facility that Verizon was <u>obligated to provide</u> providing to <u>AT&T</u>***CLEC Acronym TXT*** on an unbundled basis pursuant to the Agreement or a Verizon tariff or SGAT prior to October 2, 2003, but which, <u>except as otherwise provided in</u></p>

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	<p>term) should NOT automatically include facilities that are subsequently found to be nonimpaired by the state commission or FCC. Instead the parties should rely on the change in law provisions of their interconnection agreements and direction from the state commission or FCC if and when any additional findings of nonimpairment are made. Any additional amendments to the interconnection agreements between the parties should be considered at that time. It is too soon to address in this TRO Amendment what might occur in state impairment proceedings. AT&T's language supports this position.</p>		<p><u>Section 3.8.3 below</u>, Verizon is no longer obligated to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, by operation of either the TRO or a subsequent nonimpairment finding issued by the Washington Utilities and Transportation Commission or the FCC. By way of example and not by way of limitation, <u>Declassified Network Elements</u> <u>Noneonforming Facilities</u> may include any of the following: (a) <u>Dedicated Transport not provided for in Section 3.5</u>; (b) <u>three or more DS3 Loops above two at a single customer location</u>; (c) <u>13 or more DS3 transport facilities above twelve on a single Route</u>; any unbundled dedicated transport or dark fiber facility that is no longer encompassed within the amended terms applicable to DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport; (b) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on a Route or Routes as to which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (de) Enterprise Switching; (d) Mass Market Switching in any market in which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, finds telecommunications carriers to be nonimpaired without access to such facilities; (e) Local Switching subject to the FCC's four line carve out rule, as described in <u>Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No 96-98, 15 FCC Red 3822-31 (1999) (the "Four Line Carve Out Rule")</u>;</p>

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			<p>(ef) OCn Loops and OCn Dedicated Transport; (fg) the Feeder portion of a Loop; (h) Line Sharing; (i) an EEL that does not meet the service eligibility criteria established in the TRO; (gj) any Call-Related Database, other than the 911 and E911 databases, that is not provisioned in connection with AT&T***CLEC Acronym TXT***'s use of Verizon Mass Market Switching; (hk) Signaling that is not provisioned in connection with AT&T***CLEC Acronym TXT***'s use of Verizon's Mass Market Switching; and (i) Ppacket Sswitching (l) FTTH Loops (lit or unlit) in a new build environment; (m) FTTH Loops (lit or unlit) in an overbuild environment, subject to the limited exceptions set forth herein; or (n) any facility or class of facilities as to which the Washington Utilities and Transportation Commission or the FCC, on or after October 2, 2003, makes a general finding of nonimpairment.</p>
2.21	Aside from omitting certain important factors in its definition of "Subloop for Multiunit Premises Access", Verizon's proposed amendment converts language from the Rule from the affirmative to the negative rather than tracking the Rule as written. Verizon also ignores certain	TRO ¶¶ 343-347; Rule 51.319(b).	<p><u>2.21</u> Sub-Looploop for Multiunit Premises Access. Any portion of a Loop, other than a FTTH Loop, that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises. <u>For access to copper Subloops, it is not technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as or near a multiunit premises if a technician need not must access the facility by removing a splice case to access the wire or copper of the Sub-Loop reach the wiring within the cable; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Subl-Loop</u></p>

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2.22	<p>requirements. AT&T's language addresses Verizon's misplaced language and omissions.</p> <p>Aside from omitting certain important factors in its definition of "Sub-Loop Distribution Facility" (Verizon term) "Loop Distribution" (AT&T term), Verizon also ignores certain requirements. AT&T's language addresses these omissions.</p>	TRO ¶¶ 343-347; Rule 51.319(b).	<p><u>at a splice.</u></p> <p><u>2.22 Sub-Loop Loop Distribution Facility.</u> The copper portion of a Loop in Verizon's network that is between the minimum point of <u>demarcation entry</u> ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface. <u>It is technically feasible to access any portion of a Loop at any terminal in Verizon's outside plant, or inside wire owned or controlled by Verizon, as long as a technician need not remove a splice case to access the wire or copper of the Sub-Loop; provided, however, near Remote Terminal sites, Verizon shall, upon site-specific request by AT&T, provide access to a Sub-Loop at a splice.</u></p>
3.1.1.3	Contrary to Verizon's proposed amendment, any delisting and transition period for unbundled Network Elements such as DS1 Loops and DS3 Loops that may result from state impairment proceedings	TRO ¶¶ 700-701.	<p>3.1.23.1.1.3 Nonimpairment. Without limiting any other rights and obligations either Party Verizon may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 below, nothing contained in this Amendment is intended to waive either Party's right to incorporate any decisions involving DS-1 Loops or DS-3 Loops and resulting from the TRO impairment proceedings. Any such decisions shall be considered a change in law and</p>

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3.1.2.3	<p>should be addressed by the parties at that time and in accordance with the change in law provisions of the parties' interconnection agreements. It is too soon to anticipate these results, and there is no basis for incorporating terms in this TRO Amendment that modify the change in law terms of those interconnection agreements. AT&T's language supports this position.</p> <p>Verizon's proposed amendment fails to include language concerning notification to A&T of Verizon's proposed retirement of copper Loops and copper Subloops.</p>	<p>Notice to affected CLECs is needed to lessen any disruption of service to customers that results from Verizon's copper loop</p>	<p>subject to the change in law provisions of the Agreement. Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to DS-1 Loops or DS3 Loops under the Amended Agreement at a specific end-user location if the Washington Utilities and Transportation Commission or the FCC finds that ***CLEC Acronym TXT*** or CLECs generally are not impaired without access to such DS1 Loops or DS3 Loops at such end-user location (or class of locations). Any DS1 Loops or DS3 Loops previously made available to ***CLEC Acronym TXT*** at the subject end-user location shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.</p> <p><u>3.1.2.3 Verizon shall not retire any copper Loop or copper Subloop and replace it with FTTH Loops unless it provides AT&T with notice of such retirement and that retirement has been approved consistent with the network disclosure requirements set forth in Section 3.1.2.4 below.</u></p>

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3.1.2.4	<p>AT&T's language addresses this omission.</p> <p>Verizon's proposed amendment fails to include language concerning the fact that Verizon's retirement of copper Loops and copper Subloops must meet any and all guidelines established by the state commissions. AT&T's language addresses this omission.</p>	<p>retirements. Any existing or to-be-implemented state guidelines must address this important matter and be fully adhered to.</p> <p>TRO ¶¶ 273-284; Rules 51.319 (a)(3)(iii)(B) & 51.325-51.335.</p>	<p><u>3.1.2.4 For retirement of copper Loops or cooper Subloops that are replaced with FTTH Loops, Verizon shall file notice of such retirements with the FCC and AT&T at least 180 calendar days of before the proposed retirement date. If the FCC approves the proposed retirement, and if the proposed retirement also meets any and all the requirements of the Commission regarding the retirement of copper Loops, Verizon may proceed with the retirement consistent with Section 3.1.2.5 above. Notwithstanding the above, Verizon shall not retire any copper Loop or copper Subloop; during the time that there is a pending Commission proceeding that is examining retirement rules. The requirements for the retirement of copper Loops; also apply to the retirement of copper Subloops.</u></p>
3.1.2.5	<p>Verizon's proposed amendment fails to include language which ensures that Verizon's approved</p>	<p>TRO ¶¶ 273-284; Rule 51.319(a)(3)(iii)(B).</p>	<p><u>3.1.2.5 Any approved network changes to the transmission characteristics of any Loop interface, including the retirement of copper Loop or copper Subloop; that have met the applicable requirements of this Section 3.1.2., shall be</u></p>

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	<p>copper Loop and copper Subloop retirements do not result in interruption to services provided by AT&T to its customers. AT&T's language addresses this omission by requiring that Verizon implement such retirements in accordance with mutually agreeable change management procedures.</p>		<p><u>implemented according to mutually agreeable change management procedures.</u></p>
<p>3.1.4.3</p>	<p>Verizon's proposed language improperly states that performance in connection with Verizon's provision of unbundled Loops must NOT continue to be subject to standard provisioning intervals and to performance measures and remedies set forth in the parties' interconnection agreements. There is nothing in the TRO and/or Rules that requires such a change to the parties' interconnection agreements</p>	<p>As a service provider to CLECs like AT&T who rely on such service to meet the needs of their customers, Verizon must continue to adhere to established provisioning intervals and to performance standards and associated remedies in accordance with the terms of the parties' interconnection</p>	<p>3.1.4.3 Verizon's performance in connection with providing unbundled Loops pursuant to this Section 3.1 shall not be subject to standard provisioning intervals or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.</p>

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3.1.5	<p>and to applicable law. AT&T has properly deleted Verizon's language from the amendment.</p> <p>The TRO Amendment should require Verizon to provide Dark Fiber Loops on an unbundled basis unless and until the state commission determines that CLECs are not impaired without access to such Loops at a customer location and that commission orders a final transition plan. Verizon's proposed amendment fails to include such language. AT&T's language addresses this omission.</p>	<p>agreements and applicable law. Without such metrics and remedies, Verizon has no incentive to perform.</p> <p>TRO ¶¶ 311-314.</p>	<p><u>3.1.5 Dark Fiber Loops. Dark Fiber Loops. Verizon shall continue to provide AT&T with nondiscriminatory access to dark fiber loop on an unbundled basis.</u></p>
3.2.1.1	Verizon inexplicably seeks	TRO ¶¶ 255-70; Rule	3.2.1.1 New Line Sharing. Verizon shall be under no

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	to move to a separate agreement the terms and conditions under which it will provide line sharing, as required by FCC Rule 51.319(a)(1)(I) and other applicable law. There is no need to address line sharing in a separate agreement. The general terms and conditions set forth in the Agreement should govern line sharing and any changes to Verizon's obligations should be addressed through the amendment process.	51.319(a)(1)(i)(A)-(B).	obligation to provision new Line Sharing arrangements <u>in accordance with</u> under the Agreement or this Amendment; provided, however, that as and to the extent required by 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 <u>or other Applicable Law</u> ; Verizon shall provide new Line Sharing arrangements on a transitional basis pursuant to rates, terms, and conditions <u>prescribed by the FCC in 51.319(a)(1)(i)</u> offered by Verizon in a separate agreement that shall be subject to FCC prescribed pricing rules.
3.2(A) (New section added by AT&T)	Verizon failed to include language in its proposed amendment addressing its continuing obligations to provide line splitting to AT&T. The TRO contains certain clarifications and additions to Verizon's line splitting obligations that the Agreement should be amended to include, such	TRO ¶¶ 251-52; Rule 51.319(a)(1)(ii).	<u>3.2(A) Line Splitting</u> <u>Verizon shall provision Line Splitting arrangements under the Agreement pursuant to Applicable Law. Verizon shall enable AT&T to engage in line splitting using a splitter collocated at the Central Office.</u> <u>Verizon's obligation to provide AT&T with the ability to engage in line splitting applies regardless of whether the carrier providing voice service provides its own switching or obtains local circuit switching as an unbundled network</u>

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	as issues concerning network modifications and splitters.		<p><u>element pursuant to Applicable Law.</u></p> <p><u>Verizon shall make all necessary network modifications, including providing nondiscriminatory access to operations support systems necessary for pre-ordering, ordering, provisioning, maintenance and repair, and billing for loops used in line splitting arrangements.</u></p> <p><u>AT&T may, at its option, utilize the LSR process to order line splitting.</u></p>
3.2(B) (New section added by AT&T)	Verizon failed to include language in its proposed amendment addressing its continuing line conditioning obligations to AT&T. The TRO contains certain clarifications and additions to Verizon's line conditioning obligations that the Agreement should be amended to include.	TRO ¶¶ 268, 642-44; Rule 51.319(a)(1)(iii).	<p><u>3.2 (B) Line Conditioning</u></p> <p><u>Verizon shall condition a copper loop, at no cost, where AT&T seeks access to a copper loop, the high frequency portion of a copper loop, or a copper Subloop to ensure that the copper loop or copper Subloop is suitable for providing digital subscriber line services, including those provided over the high frequency portion of the copper loop or copper Subloop, whether or not Verizon offers advanced services to the end-user customer on that copper loop or copper Subloop.</u></p> <p><u>Insofar as it is technically feasible, Verizon shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.</u></p> <p><u>Where AT&T seeks access to the high frequency portion of a</u></p>

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			<p><u>copper loop or copper Subloop and Verizon claims that conditioning that loop or Subloop will significantly degrade, as defined in section 51.233 of the FCC's rules, the voiceband services that Verizon is currently providing over that loop or Subloop. Verizon must either:</u></p> <p><u>(a) Locate another copper loop or copper Subloop that has been or can be conditioned, migrate Verizon's voiceband service to that loop or Subloop, and provide AT&T with access to the high frequency portion of that alternative loop or Subloop; or</u></p> <p><u>(b) Make a showing to the Commission that the original copper loop or copper Subloop cannot be conditioned without significantly degrading voiceband services on that loop or Subloop, as defined in Section 51.233 of the FCC's rules, and that there is no adjacent or alternative copper loop or copper Subloop available that can be conditioned or to which the end-user customer's voiceband service can be moved to enable line sharing.</u></p> <p><u>If, after evaluating Verizon's showing under section 51.319(a)(1)(ii)(D)(2) of the FCC's rules, the Commission concludes that a copper loop or copper Subloop cannot be conditioned without significantly degrading the voiceband service, Verizon cannot then or subsequently condition that loop or Subloop to provide advanced services to its own customers without first making available to AT&T the high</u></p>

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			<u>frequency portion of the newly conditioned loop or Subloop.</u>
3.2(C) (New section added by AT&T)	Verizon failed to include language in its proposed amendment addressing its continuing maintenance, repair and testing obligations to AT&T that the Agreement should be amended to include.	TRO ¶¶ 252, 268; Rule 51.319(a)(1)(iv).	<u>3.2(C) Maintenance, Repair, and Testing.</u> <u>Verizon shall provide, on a nondiscriminatory basis, physical loop test access points to AT&T at the splitter, through a cross-connection to AT&T's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper Subloops.</u>
3.3	Verizon's proposed language related to Subloops is too narrow and fails to appropriately address the full scope of Subloop issues in the TRO. Verizon seeks to use its proposed amendment to supercede Subloop language in the Agreement, its Tariffs and its SGAT. Such an approach is only appropriate if the Amendment addresses the full panoply of Subloop issues. Therefore, AT&T has provided its own	TRO ¶¶ 343-58; Rule 51.319(b).	<u>3.3 Sub-Loop. As of the Amendment Effective Date, all provisions in the Agreement governing Distribution and Sub-Loop Facilities are hereby deleted and replaced by this Section 3.3 which shall supersede other provisions in the Agreement or in any Verizon tariff or SGAT in effect prior to the Amendment Effective Date.</u>

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	language for Subloops that is more complete and is in accord with the TRO.		
3.3.1	Verizon confuses terms related to Subloops. The TRO uses and/or defines the terms “Subloop,” “Loop Concentration/Multiplexing Functionality,” “Loop Distribution,” and “Inside Wire Subloop.” The Agreement and Amendment should use these terms consistently. Verizon’s terms, including “Inside Wire,” “House and Riser” and “House and Riser Cable” should be deleted.	TRO ¶¶ 343-58; Rule 51.319(b).	<p><u>3.3.1 Definition - A Subloop (including Inside Wire Subloops, defined below) is a portion of a copper loop, or hybrid loop, between any technically feasible point on Verizon’s outside plant, including inside wire owned or controlled by Verizon, and the end-user customer premises. A Subloop includes all intermediate devices (e.g. repeaters and load coils), and includes the features, functions, and capabilities of the loop. A Subloop includes two-wire and four-wire analog voice grade Subloops and two-wire and four-wire Subloops conditioned for digital subscriber line service, regardless of whether the Subloops are in service or held as spares. Subloops shall include the NID functionality, and Verizon shall not impose any separate charge for such functionality when provided as part of the Subloop network element.</u></p> <p>3.3.1—Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, upon site specific request, ***CLEC Acronym TXT*** may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the</p>

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			<p>Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.</p> <p>3.3.1.1.5 3.3.1.1.5</p>
3.3.2 (New section added by AT&T)	Verizon’s proposed amendment does not adequately address “accessible terminals.” AT&T’s language addresses this issue.	TRO ¶¶ 343-347; Rule 51.319(b).	<p><u>3.3.2 An accessible terminal is any point on a transmission path, dedicated to a customer (or customers) of AT&T where technicians can access the copper facility without removing a splice case to reach the facility. Access terminals may be located at technically feasible points including but not limited to those:</u></p> <p>a. <u>at the pole or pedestal, Feeder Distribution Interface or Serving Area Interface (FDI/SAI), NID, MPOE, any remote terminal, the point in the Verizon outside plant where the feeder facility cross-connects to the distribution facility. The FDI/SAI might be located in the utility room, in a remote terminal, or in a controlled environment vault (CEV).</u></p> <p>b. <u>at a distribution frame in Verizon’s central office.</u></p> <p>c. <u>at any point that the Commission has determined, in any proceeding, is technically feasible.</u></p>
3.3.4 (New section added by AT&T)	Verizon’s proposed amendment fails to include sufficient language concerning Subloops. For	TRO ¶¶ 343-347; Rule 51.319(b).	<p><u>3.3.4 Subloop Element - Functionality and General Requirements</u></p> <p><u>3.3.4.1 Subloop Element includes but is not limited to the following functionality:</u></p>

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	<p>example, Verizon does not fully address connecting to Subloops and provisioning of Subloops. AT&T's language addresses these omissions.</p>		<p><u>(a) Loop Concentration/Multiplexing Functionality</u> <u>(b) Loop Distribution</u> <u>(c) Inside Wire Subloop</u></p> <p>3.3.4 <u>Subloop Element - General Requirements</u> 3.3.4.1 <u>At its option, AT&T may purchase from Verizon on an unbundled basis the entire Loop, which includes the NID functionality, or any Subloop element (i.e., Loop Concentration/Multiplexing Functionality, Loop Distribution, and Inside Wire Subloops), or any combination of Subloop elements ordinarily combined in the Verizon network. Any combined Subloop elements shall not be separated unless so directed by AT&T. The BFR Process shall not apply to the purchase of Subloop elements. Except as stated in 3.3.10.8, Subloop elements shall be available to AT&T through the standard ordering process.</u></p> <p><u>3.3.4.2 Verizon shall provide all Subloop elements or Subloop element combinations to AT&T in good working order such that they are capable of supporting transmission of at least the same quality as when the same or similar configuration is employed by Verizon within its own network. To the extent a Subloop element does not perform to this standard, Verizon will perform all necessary work, at its own cost, to bring the Subloop element into conformance. During the period when a Subloop element fails to meet this standard, AT&T will not be held responsible for any payments to Verizon for its use.</u></p>

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			<p><u>3.3.4.3 AT&T may connect to any Subloop element at any technically feasible point and in any technically feasible manner, and Verizon will not in any manner restrict or delay access to such technically feasible points. If AT&T and Verizon are unable to reach agreement as to technical feasibility within 30 days of AT&T's request, Verizon must file a petition with the Commission that demonstrates that it is not technically feasible to unbundle the Subloop at the point requested. AT&T may access the Inside Wire Subloop at any technically feasible point including, but not limited to the NID, the MPOE, the Single Point of Interconnection (SPOI), the pedestal or the pole. AT&T, shall have the option to perform all work, including but not limited to lifting and re-terminating of cross-connection or cross-connecting new terminations at accessible terminals used for Subloop access. No supervision or oversight of any kind by Verizon personnel shall be required but Verizon may monitor the work, at its own expense, provided Verizon does not delay or otherwise interfere with the work being performed by AT&T or its duly authorized agent(s).</u></p> <p><u>3.3.4.4 When AT&T requests connection at the Verizon FDI/SAI, AT&T will identify the size and type of cable that it seeks to terminate in the Verizon FDI/SAI location. AT&T, at its option, will terminate the facility or request that Verizon terminate the facility on the existing accessible terminal capacity identified by Verizon. If termination capacity is not available at the time requested by AT&T, AT&T may cancel</u></p>

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			<p><u>its order without incurring any charge or AT&T may extend the due date of the order to permit Verizon to expand the terminal capacity at the identified FDI/SAI . Upon AT&T's request to expand the terminal capacity, Verizon must complete all such expansion work within 30 business days.</u></p> <p><u>3.3.4.5 AT&T may, at its discretion, opt to construct an adjacent structure to connect to the Subloop element and Verizon will facilitate interconnecting the existing Verizon structure and the structure deployed by AT&T, including, but not limited to, permitting AT&T to make the necessary physical connections to the Verizon terminals. Verizon will not oppose or otherwise impede reasonable requests involving placement of AT&T facilities or equipment within the right-of-way Verizon occupies. Unless AT&T or its duly authorized agent elects to make the connections, Verizon must implement all necessary interconnections between its terminals and any adjacent AT&T structures within timeframes consistent with those required for an interconnection request from the AT&T under this Amended Agreement.</u></p>
3.3.5 (New section added by AT&T)	Verizon's proposed amendment fails to include sufficient language concerning the provisioning and the need		<p><u>3.3.5 Loop Concentration/Multiplexing Functionality</u> <u>3.3.5.1 Loop Concentration/Multiplexing Functionality will be provided by Verizon's deploying equipment at each end of the Subloop conductor that operates in a manner to accomplish one or more of the following:</u></p>

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	<p>for Loop Concentration/Multiplexing Functionality. AT&T's language addresses these omissions, which are necessary in light of the TRO's Subloop requirements.</p>		<p>(i) <u>aggregates lower bit rate or bandwidth signals to higher bit rate or bandwidth signals (multiplexing);</u> (ii) <u>disaggregates higher bit rate or bandwidth signals to lower bit rate or bandwidth signals (demultiplexing);</u> (iii) <u>aggregates a specified number of signals or channels to fewer channels (concentrating);</u> (iv) <u>performs signal conversion, including encoding of signals (e.g., analog to digital and digital to analog signal conversion); and</u> (v) <u>in some instances performs electrical to optical (E/O) conversions.</u></p> <p><u>3.3.5.2 This functionality includes the connecting facilities from the physical location of the equipment providing the loop concentration/multiplexing functionality and the physical location of the accessible terminals on the distribution side of the functionality outside the central office as well as the connecting facility from the physical location of the equipment providing the functionality in the Central Office and accessible terminal used by AT&T in the Central Office.</u></p> <p><u>3.3.5.3 Equipment that provides Loop Concentration/Multiplexing Functionality includes Digital Loop Carrier (DLC), regardless of type, channel banks, multiplexers or other equipment that encodes or decodes, multiplexes or demultiplexes, or concentrates communication facilities.</u></p>

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3.3.6 (New section added by AT&T)	Verizon's proposed amendment fails to include sufficient language concerning the technical requirements for Loop Concentration/Multiplexing Functionality. AT&T's language addresses these omissions, which are necessary in light of the TRO's Subloop requirements.		<p><u>3.3.6 Technical Requirements</u></p> <p><u>3.3.6.1 Loop Concentration/Multiplexing Functionality, if deployed, is used to concentrate and or multiplex the distribution media to the feeder media. The media can be copper, coax or fiber. To the extent unbundling involves "concentration," Verizon and AT&T will work cooperatively to establish concentration ratios for the specific application within the technical limits that may exist with deployed equipment and facilities.</u></p> <p><u>3.3.6.2 When Verizon provides Loop Concentration/Multiplexing Functionality or Loop repeaters, Verizon shall provide power for Subloop equipment through a non-interruptible source with battery backup unless otherwise mutually agreed upon by the Parties.</u></p> <p><u>3.3.6.3 Loop Concentration/Multiplexing Functionality shall be provided to AT&T in accordance with industry standard technical references.</u></p> <p><u>3.3.6.4 Loop Concentration/Multiplexing Functionality shall, where technically feasible, continuously monitor protected circuit packs and redundant common equipment.</u></p> <p><u>3.3.6.5 The redundant common equipment shall also automatically switch to a protection circuit pack on detection</u></p>

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			<p><u>of a failure or degradation of normal operation where technically feasible.</u></p> <p><u>3.3.6.6 Verizon shall provide AT&T real time performance and alarm data associated with AT&T's traffic, if and when technically feasible, and to partition such data for AT&T specially where feasible.</u></p> <p><u>3.3.6.7 At AT&T's option, Verizon shall provide AT&T with real time ability to initiate non service affecting tests on the underlying device that provides Loop Concentration/Multiplexing Functionality.</u></p>
3.3.7 (New section added by AT&T)	Verizon's proposed amendment fails to include sufficient language concerning the interface requirements for Loop Concentration/Multiplexing Functionality. AT&T's language addresses these omissions, which are necessary in light of the TRO's Subloop requirements.		<p><u>3.3.7 Interface Requirements</u></p> <p><u>3.3.7.1 Loop Concentration/Multiplexing Functionality shall meet the following interface requirements, as appropriate for the configuration similarly deployed in Verizon's network if provided in response to a specific AT&T request.</u></p> <p><u>3.3.7.2 Loop Concentration/Multiplexing Functionality shall provide either digital 4 or 6-wire electrical interfaces or optical SONET interfaces at rates of OC-3, OC-12, OC-48, and OC-n, if the equipment deployed is capable of providing such interfaces at the serving wire center.</u></p> <p><u>3.3.7.3 If technically feasible and deployed in the Verizon network at the requested location, Loop</u></p>

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			<p><u>Concentration/Multiplexing Functionality shall provide a DS1 interface that complies with the Telcordia (formerly Bellcore) TR-303 interface specifications to AT&T at the serving wire center.</u></p> <p><u>3.3.7.4 If technically feasible, Loop Concentration/Multiplexing Functionality shall provide Telcordia (formerly Bellcore) TR-08 modes 1&2 DS1 interfaces when requested by AT&T.</u></p> <p><u>3.3.7.5 All equipment furnished to AT&T by Verizon shall deliver interfaces in accordance with design specifications as deployed in the Verizon network.</u></p> <p><u>3.3.7.6 Verizon shall support functions associated with provisioning, maintenance and testing of the unbundled Subloop elements, in a nondiscriminatory manner and demonstrate compliance by monitoring and reporting disaggregated performance results. Verizon will also provide nondiscriminatory access to provisioning, maintenance and testing functions for Network Elements to which Loop Distribution is connected.</u></p>
3.3.8 (New section added by AT&T)	Verizon's proposed amendment does not adequately address Loop Distribution Subloop component issues.	TRO ¶¶ 253-54; 296; 343-58.	<p><u>3.3.8 Loop Distribution</u></p> <p><u>3.3.8.1 The Loop Distribution Subloop component provides connectivity from the FDI/SAI via distribution media (facility) to the point of demarcation on the customer premises and shall</u></p>

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	AT&T's language addresses these omissions.		<p><u>include all facility terminating and cross-connecting devices that may be present at the point of demarcation provided Verizon owns or controls the device(s) and regardless of the specific nomenclature employed when referring to the device.</u></p> <p><u>3.3.8.2 The Loop Distribution Subloop may be provided using copper twisted pair, coax cable, or fiber optic cable. Where more than one media is available between two points, the media used shall be the choice of AT&T. If a combination that includes two or more of these media exists, Verizon shall not preclude AT&T from using those facilities. Verizon will provide access to Loop Distribution Subloops even if Verizon is not currently employing the conductor/facility for its own use such as when spare copper or dark fiber is present. If requested by AT&T, Verizon will identify whether load coil, bridge taps or any other elements are attached to the copper distribution Subloop that may limit the transmission capabilities of the Subloop. If requested by AT&T, Verizon will remove such items and AT&T will reimburse Verizon for such work based on time and material rates set forth in this Amended Agreement.</u></p> <p><u>3.3.8.3 In the case of Verizon facilities serving a single unit installation (e.g. a single residence or single business location), distribution facility consists of all such facilities providing connectivity between the end user's point of demarcation, including the point of demarcation, and the end user side of the FDI/SAI and can be accessed at any technically feasible</u></p>

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			<p><u>point.</u></p> <p><u>3.3.8.4 In the case of Verizon facilities serving Multi Tenant Environments (MTEs), distribution media shall be furnished to AT&T depending on the location at which AT&T intends to interconnect its facilities, as requested by AT&T and described in 3.3.9 below.</u></p> <p><u>3.3.8.5 Verizon will provide Loop Distribution at the appropriate rate levels set forth in this Amended Agreement.</u></p> <p><u>3.3.8.6 The Loop Distribution Subloop element shall be capable of transmitting any signal(s) that it is technically feasible to carry on the particular distribution facility used, and shall support transmission signals with at least the same quality as when the same or similar distribution configuration is employed by Verizon.</u></p>
3.3.9-10 (New section added by AT&T)	AT&T has provided language that more fully and accurately addresses the TRO's holdings with respect to Inside Wire Subloop for Multi-Tenant Environments, including connectivity, collocation, ownership or control and ordering. Verizon's	TRO ¶¶ 343-58; Rule 51.319(b).	<p><u>3.3.9 Multi-Tenant Environments (MTEs)</u></p> <p><u>3.3.9.1 Inside Wire Subloop</u> <u>The Inside Wire Subloop network element, as set forth in FCC Rule 51.319(b), is defined as any portion of the loop that is technically feasible to access at a terminal in Verizon's outside plant at or near a multiunit premises, e.g., inside wire owned or controlled by Verizon between the premises' minimum point of entry (MPOE), as defined in FCC Rule 68.105 and Verizon's demarcation point as defined in FCC Rule 68.3.</u></p>

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	<p>proposed language does not follow the TRO adequately.</p>		<p><u>3.3.9.2 Inside Wire Subloop UNEs must be made available at any capacity level or transmission type.</u></p> <p><u>3.3.9.3 Access terminals may be located at technically feasible points including but not limited to those at, near, or on the customer premises, such as the pole or pedestal, the NID, the minimum point of entry to the customer premises (MPOE), the single point of interconnection, and/or the feeder/distribution interface.</u></p> <p><u>3.3.9.4 Inside Wire Subloop Element Configurations may include:</u></p> <p><u>3.3.9.5 Loop Distribution Subloops, described in 3.3.8 preceding, may be used when AT&T requires a Verizon owned facility from a terminal block on the customer side of a FDI/SAI up to and including the end user subscriber's point of demarcation within a Multi-Unit Property.</u></p> <p><u>3.3.9.6 Inside Wire Subloops shall be provided when AT&T requires connectivity between and including two technically feasible accessible terminals on a facility located on a single property. Unless otherwise specified, one end of the Inside Wire SubLoop will be the demarcation point where the control of the wiring changes from Verizon to the property owner or customer. The other end of the Inside Wire Subloop shall be at and include a cross connection device(s) at any</u></p>

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			<p><u>technically feasible point chosen by AT&T which provides access to customer units at the property. Typically this will be at or in close proximity to the building terminal(s) Verizon would use to cross connect its outside plant to the Inside Wire Subloop serving the customer.</u></p> <p><u>3.3.9.7 Inside Wire Subloops may be further divided into vertical and horizontal components which may be accessed by AT&T through technically feasible accessible terminals on wiring owned or controlled by Verizon. Such segments of Inside Wire Subloops shall be made available for use by AT&T upon request. The lack of configuration specific pricing shall not be cause for Verizon to deny access to the wiring during the negotiation of pricing for such elements. Ordering of such segments shall be, at AT&T's option, performed in a manner consistent with that employed for the Inside Wire Subloops.</u></p> <p><u>3.3.10 Requirements</u></p> <p><u>3.3.10.1 AT&T, at its option, may connect to Verizon Inside Wire Subloops regardless of whether a SPOI exists or is subsequently established at that premises.</u></p> <p><u>3.3.10.2 AT&T, at its option, may access Inside Wire Subloops owned or controlled by Verizon by;</u></p>

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			<p><u>utilizing existing spare capacity on the Verizon terminating block, even if those terminals are within an enclosure or</u></p> <p><u>installing its own terminal block in the vicinity of the existing Verizon terminal block where the wiring terminates.</u></p> <p><u>3.3.10.3 AT&T's terminal block may be placed within any Verizon enclosure when space exists.</u></p> <p><u>3.3.10.4 Verizon may not require AT&T to collocate in order to access Inside Wire Subloops.</u></p> <p><u>3.3.10.5 Connectivity between AT&T's terminal block and Verizon's terminal block will be performed in accordance with generally accepted practices, such as using conduit and splicing of pairs to extend wiring between terminal block locations.</u></p> <p><u>3.3.10.6 When AT&T uses Verizon's terminals, AT&T shall clearly label the wiring on those terminals as belonging to AT&T. AT&T shall be under no obligation to identify the customer or customer unit being served by the wiring.</u></p> <p><u>3.3.10.7 When Verizon neither owns nor controls the wiring, but has installed terminal blocks for its own facilities, AT&T may access the building wiring by cross-connecting to building wiring terminals even if the terminals are within an</u></p>

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			<p><u>enclosure installed by Verizon. In such case, Verizon will not limit AT&T access nor will it oppose AT&T re-terminating a cross-connection associated with a customer request for service from AT&T, provided the connections are made in a reasonable manner.</u></p> <p><u>3.3.10.8 When AT&T uses only the Inside Wire Subloop(s), such element (s) need not be ordered on an individual pair basis or ordered in advance of use of the Subloop element, unless so requested by AT&T. AT&T shall be responsible for inventorying and reporting the pairs used at a particular location on a mutually agreeable periodic basis. Verizon shall use the counts derived from such reports to determine charges due from AT&T and to render billing. No other ordering activities need be initiated by AT&T. AT&T shall not be required to provide any customer specific information as part of such inventory and, unless mutually agreeable to do otherwise, shall be obligated only to report a street address where the Inside Wire Subloop is used and a count of the Inside Wire Subloops (i.e., pairs) used at that address during the period covered by the report.</u></p> <p><u>3.3.10.9 Verizon shall be responsible for demonstrating, to AT&T's reasonable satisfaction, within ten (10) business days from the date of the request, control of the Inside Wire Subloops. Where control may be unclear or disputed, Verizon will not prevent or in any way delay AT&T's use of the Intra-Premises Wiring to meet an end user request for service. To</u></p>

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			<p><u>the extent Verizon demonstrates, after AT&T initiates use of the Intra-Premises Wiring, that the facility employed is controlled by Verizon and, therefore, is an Inside Wire Subloop UNE, then AT&T will compensate Verizon for such use, on a retroactive basis from the date of first use.</u></p> <p><u>3.3.10.10 Verizon shall defend, indemnify, and otherwise hold harmless, AT&T from any claims by a building owner, relating to the use of on-premises wiring, where payments are made by AT&T to Verizon for the use of the Intra-Premises Wiring Subloop element for which Verizon asserted control.</u></p> <p><u>3.3.10.11 First Pair Requirement - Verizon shall not reserve the intra-premises wiring that is currently connected to line one in the unit wiring of the customer (the first pair) for its own use. The first pair shall be made available to AT&T for its use unless Verizon is concurrently providing voice on those pairs based upon a bona fide request by the customer. Under those conditions, Verizon will offer to AT&T spare cable pairs that are in working order and available to the end user's premises.</u></p> <p>3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site specific request, ***CLEC Acronym TXT*** may obtain access to the</p>

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			<p>Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.</p>
3.3.11 (New section added by AT&T)	Verizon’s proposed amendment lacks sufficient language concerning the Single Point of Interconnection (“SPOI”). AT&T’s language addresses these issues including, for example, network reconfigurations, timing, compensation and notice.	TRO footnote 1058; Rule 51.319(b)(2)(ii).	<p><u>3.3.11 Single Point of Interconnection</u></p> <p><u>3.3.11.1 The SPOI is a cross-connect device that provides non-discriminatory access for cross connections to all Subloop elements and to all units in an MTE. The SPOI is capable of terminating multiple carriers' outside plant that serve a particular premises.</u></p> <p><u>3.3.11.2 Verizon must, at AT&T’s request, cooperate in any reconfiguration of the network necessary to construct a SPOI. Verizon shall provide a SPOI at or as close as commercially practicable to the MPOE in the MTE. AT&T’s employees and agents shall have direct access to the SPOI without the necessity of coordinating such efforts with Verizon’s employees or agents. This obligation is in addition to Verizon’s obligation to provide nondiscriminatory access to Subloops at any technically feasible point.</u></p> <p><u>3.3.11.3 Verizon shall complete the construction of a SPOI, not more than sixty (60) days from receipt of a request by</u></p>

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			<p><u>AT&T to construct a SPOI. Upon completion of the SPOI, Verizon agrees it shall access all customers it serves at that location through pairs terminating at the SPOI.</u></p> <p><u>3.3.11.4 Verizon shall be compensated based on total element long-run incremental cost for constructing any SPOI. The charges for the SPOI shall be recovered from all carriers (including the portion used by Verizon), based on the proportional number of pairs accessed through the SPOI.</u></p> <p><u>3.3.11.5 All disputes arising under this provision, including any dispute over the SPOI at a particular MTE location, shall be resolved according to the Alternative Dispute Resolution process of this Amended Agreement.</u></p> <p><u>3.3.11.6 When a SPOI is established after AT&T begins providing service to a particular location, it shall be at AT&T's option that its pre-existing wiring be re-terminated to the SPOI. AT&T may perform all work or, upon request and subject to applicable time and material charges, Verizon will re-terminate the wiring.</u></p> <p><u>3.3.11.7 When the building owner requests that a SPOI be deployed, which also serves as the demarcation point, and Verizon accommodates the request, Verizon is responsible for providing reasonable and appropriate advance notification to AT&T that such a change will be made</u></p>

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3.3.12 (New section added by AT&T)	AT&T's proposed language addresses issues concerning the Demarcation Point that Verizon's proposed amendment omits.	TRO ¶¶ 343-358.	<p><u>3.3.12 Demarcation Point</u></p> <p><u>3.3.12.1 Demarcation Point is the point where the control, but not necessarily the ownership of the Inside Wire Subloop from the carrier to the building owner or service subscriber.</u></p> <p><u>3.3.12.2 For those locations where AT&T is serving customers, if Verizon is negotiating with the building owner to move the demarcation point in the owner's MTE to the MPOE, Verizon must serve notice of such negotiations to AT&T within five (5) business days from the date the property owner requested that the change be undertaken by Verizon.</u></p> <p><u>3.3.12.3 Upon completion of such negotiations, Verizon shall provide AT&T notice that an agreement has been reached and provide the timeframe for when the demarcation point will be moved to the MPOE.</u></p> <p><u>3.3.12.4 AT&T shall have the option of moving its service to the newly established demarcation point or negotiating with the building owner to connect to the wiring as previously provided. If AT&T chooses not to use the new demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall leave any pre-existing cross connect devices in place. Verizon shall make the appropriate billing adjustments as of the date a newly established demarcation point is active.</u></p> <p><u>3.3.12.5 When AT&T opts to move its service to the newly</u></p>

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			<p><u>established demarcation point and ownership of the Inside Wire Subloop changes, Verizon shall reduce AT&T's rates accordingly as of the date the new demarcation point is active.</u></p> <p><u>3.3.12.6 AT&T shall have the option of performing any necessary work to accommodate moving its service or requesting Verizon perform such work on its behalf.</u></p> <p><u>3.3.12.7 In those cases where the demarcation point is at the MPOE, but Verizon continues to maintain the intra- premise wiring Verizon agrees to treat AT&T on a non-discriminatory basis with respect to all matters relating to Intra-Premises Wiring, including operations support and charges for such support.</u></p>
3.4.1	Verizon's proposed amendment improperly defines Enterprise Switching and improperly attempts to eliminate Verizon's obligation to provide Enterprise Switching as of October 2, 2003. It also too narrowly describes the applicable law governing the provisioning of local switching. AT&T's	TRO ¶¶ 419-532; Rule 51.319(d).	3.4.1 General Requirements. Verizon shall provide Mass Market Switching <u>unbundled Local Switching</u> to AT&T***CLEC Aeronym TXT*** under the Amended Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 <u>or other Applicable Law</u> . Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, as of the Amendment Effective Date October 2, 2003, with the exception of the foregoing obligation to provide Mass Market Switching, Verizon shall have no other obligation to provide any other form of Local Switching or Tandem Switching (such as Enterprise Switching) to AT&T***CLEC Aeronym TXT***, and any Local Enterprise Switching or Tandem

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	corrections address these issues.		Switching previously made available to AT&T***CLEC Aeronym TXT*** shall be considered a Declassified Network Element Nonconforming Facility that shall be subject to the transition provisions of Section 3.8 below. For the avoidance of doubt: (a) Enterprise Switching is a Nonconforming Facility as of October 2, 2003; and (b) Local Switching subject to the FCC's Four Line Carve Out Rule is a Nonconforming Facility by operation of law in effect prior to the Amendment Effective Date.
3.4.2	Verizon prematurely seeks to address changes in its obligation to provide Mass Market switching. Verizon's Mass Market switching obligations remain unchanged pending resolution of the Commission's TRO proceedings. Any change in Verizon's obligations as a result of the TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would constitute changes in law. AT&T addresses this issue	TRO ¶¶ 419-532; Rule 51.319(d).	3.4.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to continue to provide ***CLEC Aeronym TXT*** with nondiscriminatory access to Mass Market Switching on an unbundled basis under the Amended Agreement upon a finding by the Washington Utilities and Transportation Committee [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to Mass Market Switching in a particular market, or where the Washington Utilities and Transportation Committee [***State Commission TXT***] has found that all impairment would be cured by implementation of a transition plan for unbundled circuit switching in a particular market.

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	in its Section 3.9.		
3.5.1	Verizon's proposed language for unbundled interoffice facilities is duplicative and unnecessary.		3.5.1 General Requirements. Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT and subject to the provisions of Section 3.8 below, as of the Amendment Effective Date October 2, 2003: (a) Verizon shall provide Dedicated Transport and Dark Fiber Transport under the Agreement in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3)₂ and 47 C.F.R. Part 51 other Applicable Law; and (b) Verizon shall provide Dedicated Transport and Dark Fiber Transport to AT&T***CLEC Acronym TXT*** only if AT&T***CLEC Acronym TXT*** obtains access to the subject facility in order to provide a telecommunications service. "Qualifying Service" on a common carrier basis.
3.5.2.1	Verizon fails to properly define Dedicated Transport as including transport between a Verizon wire center or switch and Verizon facilities collocated at AT&T's premises. Verizon also fails to clarify that Dedicated Transport for interconnection and reciprocal compensation purposes will continue to	TRO ¶¶ 359-418; Rule 51.319(e)	3.5.2.1 Upon AT&T***CLEC Acronym TXT*** 's written request, Verizon shall provide AT&T***CLEC Acronym TXT*** with nondiscriminatory access to DS1 Dedicated Transport and DS3 Dedicated Transport on an unbundled basis pursuant to the Amended Agreement. For the avoidance of doubt: (a) a transmission facility or service between a Verizon switch or wire center and a switch or wire center of AT&T***CLEC Acronym TXT*** or a third party is not Dedicated Transport; and (b) a transmission facility or service that uses an OCn interface or a SONET interface is not Dedicated Transport; and (c) <u>Dedicated Transport does include transport between a Verizon wire center or switch and Verizon's facilities collocated at a CLEC's premises.</u>

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	be treated as set forth in the Agreement.		<u>Notwithstanding the provisions herein, Dedicated Transport for purposes of interconnection and Dedicated Transport for reciprocal compensation purposes, and the Parties' obligations to provide such, are as set forth in the applicable provisions of the Agreement.</u> Subject to the provisions of Section 3.8 below, Verizon is under no obligation to provide or continue providing the <u>Declassified Network Elements</u> Noneconforming Facilities described in clauses (a) and (b) above under the Agreement or the Amended Agreement.
3.5.2.2	Verizon fails to clearly define "route."	Rule 51.319(e).	3.5.2.2 Cap on Dedicated Transport. <u>AT&T***CLEC Acronym-TXT***</u> may obtain on an unbundled basis a maximum of twelve (12) DS3 Dedicated Transport circuits (or twelve (12) DS3 equivalents, e.g. 336 DS1s) on any single Route on which unbundled transport is otherwise available. <u>Transmission paths between identical end points are considered on a single Route regardless of whether any intermediate interconnection points are included.</u> Any circuit capacity on that Route above such twelve (12) circuit cap shall be considered a <u>Declassified Network Element</u> Noneconforming Facility .
3.5.2.3	Verizon prematurely seeks to change certain of its obligations to provide Dedicated Transport. Verizon's Dedicated Transport obligations that	Rule 51.319(e).	3.5.2.3 <u>Nonimpairment.</u> Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym-TXT*** with nondiscriminatory access to DS1 Dedicated Transport or DS3 Dedicated Transport on an unbundled basis under the Amended Agreement on a particular Route upon a finding by

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	<p>are pending before the Commission's TRO proceedings remain unchanged. Any change in Verizon's obligations as a result of the Commission's TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would constitute changes in law. AT&T addresses this issue in its Section 3.9.</p>		<p>the Washington Utilities and Transportation Committee [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to DS1 Dedicated Transport or DS3 Dedicated Transport, respectively, on the subject Route(s) or on all Routes. Any DS1 Dedicated Transport or DS3 Dedicated Transport previously made available to ***CLEC Acronym TXT*** the subject Route(s) shall be considered Nonconforming Facilities immediately on the effective date of the nonimpairment finding and thereafter.</p>
3.5.3.2	<p>Verizon prematurely seeks to change its obligations to provide Dark Fiber Transport. Verizon's Dark Fiber Transport obligations remain unchanged pending resolution of the Commission's TRO proceedings. Any change in Verizon's obligations as a result of the TRO proceedings, further FCC action or decisions of courts of competent jurisdiction would</p>	Rule 51.319(a)(6).	<p>3.5.3.2 Nonimpairment. Subject to the provisions of Section 3.8 below, Verizon shall be under no obligation to provide or continue providing ***CLEC Acronym TXT*** with nondiscriminatory access to Dark Fiber Transport on an unbundled basis under the Agreement or the Amended Agreement on a particular Route upon a finding by the Washington Utilities and Transportation Commission [***State Commission TXT***] or the FCC that requesting telecommunications carriers are not impaired without access to unbundled Dark Fiber Transport on the subject Route(s) or on all Routes. Any Dark Fiber Transport previously made available to ***CLEC Acronym TXT*** on the subject Route(s) shall be considered a Nonconforming Facility as of the effective date of the nonimpairment finding.</p>

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	constitute changes in law. AT&T addresses this issue in its Section 3.9.		
3.6	Commingling, Conversions and Combinations.	TRO ¶¶ 575 – 600; Rule 51.318.	
3.6.1	<p>AT&T is entitled to convert wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELs) and receive retroactive true up of the difference in applicable rates back to the later of (1) the effective date of the TRO Order (October 2, 2003) or (2) the date at which a pending request for conversion was submitted.</p> <p>Verizon must expeditiously process a conversion of wholesale services (e.g., special access facilities) to</p>	<p>TRO ¶ 589.</p> <p>TRO ¶ 588.</p>	<p><u>3.6.1 Commingling and Conversions.</u> Notwithstanding any other provision of the Agreement or any Verizon tariff or SGAT, but <u>and</u> subject to the conditions set forth in the following Section 0, Verizon <u>shall permit AT&T to commingle a UNE or Combination or Declassified Network Elements with wholesale services obtained from Verizon, and to also convert wholesale services to a UNE or Combination as of October 2, 2003.</u> <u>Commingling is defined as set forth in FCC Rule 51.5.</u>will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51, or under an Verizon UNE tariff (“Qualifying UNEs”), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement (“Qualifying Wholesale Services”), but only to the extent and so long as commingling is required by 47 U.S.C. § 251(e)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(e)(3) and 47 U.S.C. Part 51, Verizon shall, upon request of <u>AT&T***CLEC Acronym TXT***</u>, perform the functions necessary to commingle <u>Qualifyinga UNEs or Combination with one or more facilities or services or inputs that AT&T has obtained at wholesale</u></p>

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	<p>UNEs or UNE Combinations (e.g., EELs) upon a good faith request by AT&T, and may not use needless procedural requirements to delay such a good faith conversion request.</p> <p>Commingling restrictions, to the extent that such restrictions applied prior to the effective date of the TRO, applied only to loops and EELs.</p> <p>Verizon may not impose nonrecurring charges</p>	<p>TRO ¶ 579.</p> <p>TRO ¶ 587; Rule 51.316(c).</p>	<p>from Verizon. Qualifying Wholesale Services. Verizon shall not impose any policy or practice related to commingling that imposes an unreasonable or undue prejudice or disadvantage upon AT&T, and in no event shall Verizon impose any policy or practice relating to commingling that is inconsistent with Section 3.6.2 below. Subject to Section 3.8.3. below 3.6.2.2, tThe rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of this Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; or Combinations or to the Declassified Network Elements as set forth in Appendix XX Exhibit A to this Amended Agreement. provided, however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon’s costs of implementing and managing commingled arrangements. “Ratcheting,” as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon’s performance in connection with the provisioning of commingled facilities and services shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.</p>

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	<p>(including, but not limited to, termination charges, disconnect and re-connect fees) on a circuit-by-circuit basis when wholesale services (e.g., special access facilities) are being converted to UNEs or UNE Combinations (e.g., EELs).</p> <p>Verizon's performance in provisioning, combining and converting commingled facilities shall be subject to standard (i) provisioning intervals, and (ii) performance measures & remedies, contained in the ICAs.</p>	TRO ¶ 639.	
3.6.2.1	Verizon's list of UNEs for which it need provide access when commingled or combined (subject to certain eligibility criteria)	TRO ¶¶ 623-624.	<u>3.6.2 Service Eligibility Criteria for Certain Combinations, Conversions and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT to the contrary: Unless modified by FCC action, including but not limited to a</u>

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	<p>inappropriately interprets Rule 51.318. Therefore, AT&T references the Rule directly.</p> <p>While the service eligibility criteria apply to individual DS1 circuits, the TRO requires that AT&T be allowed to provide an efficient self-certified request for conversion of wholesale services (e.g., special access facilities) to UNEs or UNE Combinations (e.g., EELS), such as through a written or electronic letter requesting conversion of multiple facilities.</p>	<p>TRO ¶¶ 623-624.</p>	<p><u>waiver issued by the FCC, or unless the Commission establishes different rules or requirements, AT&T and Verizon agree to comply with the requirements for use of UNEs as set forth in the TRO, including the service eligibility criteria established by the TRO and set forth in Rule 51.318, for high capacity loop and transport combinations known as EELs. For the avoidance of any doubt, to the extent that commingling restrictions applied prior to the TRO, such restrictions applied to EELs only.</u></p> <p>3.6.2.1 Verizon shall not be obligated to provide:</p> <p>3.6.2.1.1an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;</p> <p>3.6.2.1.2an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;</p> <p>3.6.2.1.3unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;</p> <p>3.6.2.1.4unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or</p> <p>3.6.2.1.5unbundled DS3 Dedicated Transport commingled with DS3 channel termination service;</p> <p><u>3.6.2.1 To the extent the service eligibility criteria for high capacity EELs apply, AT&T shall be permitted to self certify its compliance with these criteria. AT&T may elect to self certify using a written or electronic request letter sent to Verizon. Upon AT&T's self certification of compliance, Verizon will provide the requested EEL combination, unless</u></p>

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	<p>The TRO allows AT&T to re-certify that existing EELs meet service eligibility criteria by a written or electronic letter.</p>		<p>and until ***CLEC Acronym TXT*** (a) certifies in writing to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. <u>AT&T***CLEC Acronym TXT***</u> must remain in compliance with said service eligibility criteria for so long as <u>AT&T***CLEC Acronym TXT***</u> continues to receive the aforementioned combined, <u>converted</u>, or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as a Nonconforming Facility subject to the provisions of Section 3.8 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For <u>circuits existing as of the Amendment Effective Date</u>circuits, the CLEC-AT&T must re-certify in writing for each DS1 circuit or DS1 equivalent within 30 days of <u>Verizon's written request for such re-certification. the Amendment Effective Date.</u> Circuits not re-certified shall be Nonconforming Circuits.</p> <p>3.6.2.2 Each written certification to be provided by ***CLEC Acronym TXT*** pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c)</p>

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			<p>the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.</p>
3.6.2.2	<p>The TRO provides that AT&T shall not be 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.</p>	TRO ¶¶623-624.	<p>3.6.2.2 Each written certification to be provided by ***CLEC Acronym TXT*** pursuant to Section 3.6.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be</p>

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			contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.
3.6.2.3	Verizon may not impose nonrecurring charges (including, but not limited to, termination charges, disconnect and re-connect fees) on a circuit-by-circuit basis when wholesale services (e.g., special access facilities) are being converted to UNEs or UNE Combinations (e.g., EELs). [See also, disputed language in Section 3.6.1 for same issue.]	TRO ¶ 587; Rule 51.316(c).	3.6.2.3 The charges for conversions shall be <u>are as specified in Verizon's applicable tariffs, the Pricing Attachment to this Amendment and apply for each circuit converted. There will be no charges for conversion from wholesale to UNEs or UNE combinations.</u>
[3.6.2.3A – New Section inserted by AT&T.]	The TRO requires that when Verizon converts wholesale services to UNEs or UNE combinations that Verizon must not physically disconnect, separate, alter or change the facilities or equipment in any way unless AT&T specifically	TRO ¶ 586; Rule 51.316(b).	<u>3.6.2.3A Any substitution of –UNEs for wholesale services shall be subject to all of the requirements of the Agreement applicable to the purchase of UNEs and Combinations, and shall include without limitation the following:</u> <u>3.6.2.3A.1 When a wholesale service employed by AT&T is replaced with UNEs, Verizon shall not physically disconnect, separate, alter or change in any other fashion equipment and facilities employed to provide the wholesale service, except at the request of AT&T.</u>

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3.6.2.4	<p>requests that Verizon does so.</p> <p>Where no physical modifications to facilities are requested, AT&T is entitled to convert wholesale services (e.g., special access facilities) to</p>	TRO ¶ 589.	<p>3.6.2.3A.2 Charges for the conversion of a wholesale service to a UNE, if any, shall be limited to Verizon's tariffed forward looking incremental costs related to the records changes needed to account for AT&T's continuing purchase of the functionality in the form of UNEs pursuant to this Agreement, and shall not include charges for any other functions, including without limitation, re-connect and disconnect fees and non-recurring charges that would otherwise apply to orders for UNEs and Combinations that are newly installed.</p> <p>3.6.2.3A.3 Verizon shall process expeditiously all conversions requested by AT&T without adversely affecting the service quality perceived by AT&T's end user customer.</p> <p>3.6.2.4 Until such time as Verizon implements its ASR-driven conversion process in the East, conversion of access circuits to unbundled Network Elements will be performed manually pursuant to Verizon's conversion guidelines. <u>AT&T may request conversions of any existing service or group of services to UNEs by submitting a written or electronic request.</u></p>

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	<p>UNEs or UNE Combinations (e.g., EELs) and receive retroactive true up of the difference in applicable rates back to the later of (1) the effective date of the TRO Order (October 2, 2003) or (2) the date at which a pending request for conversion was submitted.</p>		<p><u>Except where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service being replaced, the conversion order shall be deemed to have been completed effective upon receipt by Verizon of the written or electronic request from AT&T; and recurring charges for UNEs set forth in Verizon's applicable tariffs shall apply as of such date, but in any event no earlier than October 2, 2003 as specified in TRO paragraph 589. Where AT&T specifically requests that Verizon physically disconnect, separate, alter or change the equipment and facilities employed to provide the wholesale service, recurring charges set forth in Verizon's applicable tariffs and applicable to UNEs shall apply effective upon the earlier of (a) the date on which Verizon completes the requested work or (b) the standard interval for completing such work (in no event to exceed 30 days), regardless of whether Verizon has in fact completed such work. Verizon shall bill AT&T pro rata for the wholesale service through the date prior to the date on which billing at UNE rates commences pursuant to this Section. The effective bill date for conversions is the first of the month following Verizon's receipt of an accurate and complete ASR or electronic request for conversion pursuant to Verizon's conversion guidelines.</u></p> <p>All ASR-driven <u>ASR-driven</u> conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. <u>If such change in circuit ID requires</u></p>
3.6.2.5	The TRO prohibits the imposition of per circuit fees, such as "retag fees,"	TRO ¶ 587; Rule 51.316(c).	

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	when converting wholesale services to a UNE or UNE combination.		that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the pricing attachment.
3.6.2.6	The TRO prohibits Verizon from treating conversion requests as a “project” and thus excluding them from all ordering and provisioning metrics.	TRO ¶ 586; Rule 51.316(b).	3.6.2.6 All requests for conversions will be handled as a project and will be excluded from all ordering and provisioning metrics.
3.6.2.7	Audits	TRO ¶¶ 625-629.	
3.6.2.7	The TRO provides specifically that AT&T shall reimburse Verizon for only “the cost of the independent auditor” if the audit discloses that AT&T has failed to comply in all material respects with the service eligibility criteria.	TRO ¶ 627.	3.6.2.7 Once per calendar year, Verizon may, <u>pursuant to the terms and conditions of this section</u> , obtain and pay for an independent auditor to audit AT&T***CLEC Aeronym TXT*** ’s compliance in all material respects with the service eligibility criteria applicable to EELs. <u>Such annual audit will be initiated only to the extent reasonably necessary to determine AT&T’s compliance with Applicable Law. AT&T and the FCC shall each be given thirty (30) days’ written notice of a scheduled audit.</u> Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants; and may include, at Verizon’s discretion, the examination of a sample selected in accordance with the independent auditor’s judgment. To the extent the independent auditor’s report concludes that AT&T***CLEC Aeronym TXT*** failed to

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	<p>The TRO provides specifically that Verizon shall reimburse AT&T for <u>all</u> its costs – not just “out of pocket” costs – of complying with an audit should an audit find that AT&T was in compliance in all material respects with the service eligibility criteria.</p> <p>Contrary to Verizon’s more restrictive language, AT&T</p>	<p>TRO ¶ 628.</p> <p>TRO ¶ 629.</p>	<p>comply <u>in all material respects</u> with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then <u>AT&T will take action to correct the noncompliance and</u>***CLEC Aeronym TXT*** must convert all noncompliant circuits to the appropriate service; true up any difference in payments; <u>and make the correct payments on a going forward basis;</u> reimburse Verizon for the entire cost of the <u>independent auditor</u> within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm <u>AT&T</u>***CLEC Aeronym TXT***’s compliance <u>in all material respects</u> with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then <u>AT&T</u>***CLEC Aeronym TXT*** shall provide <u>to the independent auditor</u>the independent auditor for its verification a statement of <u>AT&T</u>***CLEC Aeronym TXT***’s <u>out-of-pocket</u> costs of complying with any requests of the independent auditor, and Verizon shall then reimburse <u>AT&T</u>***CLEC Aeronym TXT*** for its <u>entire out-of-pocket</u> costs within thirty (30) days <u>after receiving AT&T’s statement of the auditor’s verification of the same.</u> <u>AT&T</u>***CLEC Aeronym TXT*** shall maintain records adequate to support its compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit. <u>for at least eighteen (18) months after the service arrangement in question is terminated.</u></p>

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	<p>shall be required to cure noncompliance with the service eligibility criteria through conversion to the appropriate service only if it can't cure the noncompliance through other means.</p> <p>AT&T is not required by the TRO to retain records adequate to support its compliance with the service eligibility criteria for any specified period of time and should not be required to retain them for longer than is dictated by its own document retention guidelines.</p>		

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3.7	Routine Network Modifications	TRO ¶¶ 630-648; Rule 51.319(a)(8) and (e)(5).	
3.7.1	<p>Contrary to Verizon's position that AT&T must pay a multitude of charges that Verizon's lists in its proposed amendment, AT&T shall not be obligated to pay separate fees for routine network modifications to any UNE or UNE Combination unless Verizon demonstrates that such costs are not already recovered from monthly recurring rates for the applicable UNE(s) or from another cost recovery mechanism. AT&T's language supports this TRO mandate.</p>	TRO ¶ 640.	<p>3.7 Routine Network Modifications.</p> <p>3.7.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51 <u>or other Applicable Law</u>, Verizon shall make such routine network modifications <u>in a nondiscriminatory fashion, at the rates and charges set forth in the Pricing Attachment to this Amendment</u>, as are necessary to permit access by AT&T <u>CLEC Acronym TXT</u> to the Loop <u>(including Dark Fiber Loops)</u>, Dedicated Transport, and Dark Fiber Transport facilities available under the Amended Agreement, including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport. Where facilities are unavailable, Verizon will <u>need</u> not perform trenching, pull cable, construct new Loops or Transport or install new aerial, buried, or underground cable to provision an order of AT&T <u>CLEC Acronym TXT</u>. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; <u>adding an equipment case</u>; <u>adding a doubler or repeater</u>; <u>line conditioning</u>; <u>adding a smart jack</u>; <u>installing a repeater shelf</u>; <u>adding a line card</u>; <u>deploying a new multiplexer or reconfiguring an existing multiplexer</u>; <u>accessing manholes</u>; <u>attaching electronic and other equipment that</u></p>

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	<p>Verizon's obligations to provide network modifications are subject to all applicable law, including 47 U.S.C. §271, not just 47 U.S.C §251(c)(3) and 47 U.S.C. Part 51, as Verizon suggests in Section 3.7.1.</p>		<p><u>Verizon ordinarily attaches to a DS1 Loop to activate such Loop for its own customer;</u> and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; <u>installing equipment casings</u>; and routine activities, if any, needed to enable <u>AT&T***CLEC Aeronym TXT***</u> to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the installation of new aerial or buried cable for a requesting telecommunications carrier or the construction<u>placement</u> of a new <u>Loopeable</u>.</p>
3.7.2	<p>Verizon's provisioning of Loops or Transport (including Dark Fiber Transport and Loops) for which routine network modifications are required shall be subject to standard provisioning intervals, and to performance measures and remedies contained in the ICA or as otherwise determined by the Commission.</p>	TRO ¶ 639.	<p>3.7.2 Performance Plans. Verizon's performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are necessary shall not be subject to standard provisioning intervals, or to performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.</p>

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3.8.1.1	<p>Verizon's obligations to provide Mass Marketing Switching and Enterprise Switching are subject to all applicable law, including 47 U.S.C. §271, not just 47 U.S.C §251(c)(3) and 47 U.S.C. Part 51, as Verizon suggests.</p> <p>Addressing a specific transitional period and migration process for Mass Market Switching in an ICA amendment is premature at this time because the Commission would be expected to provide such details in connection with state impairment proceedings.</p>	TRO ¶¶700-701.	<p>3.8.1.1 Mass Market Switching. Upon a finding by the [***State Commission TXT***] that no impairment exists in a particular market with respect to Mass Market Switching, Verizon will continue accepting orders under the Amended Agreement for Mass Market Switching for a transitional period of five (5) months. Thereafter, Verizon shall be under no obligation to accept new orders for Mass Market Switching. Counting from the date of the Washington Utilities and Transportation Commission [***State Commission TXT***]'s order finding no impairment in a particular market or markets, ***CLEC Acronym TXT*** shall submit orders to Verizon to migrate the embedded base of its end user customers in the subject market off of Verizon's Mass Market Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Acronym TXT***'s own or a third party's facilities, in accordance with the following schedule: (a) during month 13, ***CLEC Acronym TXT*** must submit orders to migrate one third of its embedded base of end user customers; (b) during month 20, ***CLEC Acronym TXT*** must submit orders to migrate one half of the remaining embedded base of end user customers; and (c) during month 27, ***CLEC Acronym TXT*** must submit orders to migrate the remainder of its embedded base of end user customers. For purposes of the foregoing schedule, customers already in a "rolling" transition plan established by the Washington Utilities and Transportation Commission [***State Commission TXT***] or the FCC shall not be</p>
3.8.1.2	Addressing a specific transitional period and migration process for Enterprise Switching in an	TRO ¶¶700-701.	

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3.8.2	<p>ICA amendment is premature at this time because the Commission would be expected provide such details in connection with state impairment proceedings.</p> <p>AT&T may reject Verizon's notice that an unbundled facility will become a Declassified Network Element unless Verizon provides to AT&T written notice with sufficient detail to allow AT&T to identify the specific unbundled facility (or facilities) in question.</p>		<p>included in the embedded base.</p> <p>3.8.1.2Enterprise Switching. Verizon will provide ***CLEC Aeronym TXT*** with at least thirty (30) days advance written notice of the date on which Verizon will cease provisioning Enterprise Switching to ***CLEC Aeronym TXT***. Verizon agrees to continue provisioning Enterprise Switching to ***CLEC Aeronym TXT*** under the terms of the Agreement during a transitional period, which transitional period shall end on the date set forth in the notice. Beginning January 1, 2004, ***CLEC Aeronym TXT*** shall have ninety (90) days in which to submit orders to Verizon to migrate its embedded base of end user customers served by Verizon's Enterprise Switching product to any other switching service or product made available by Verizon under separate agreement, or to ***CLEC Aeronym TXT***'s own or a third party's facilities.</p> <p><u>3.8.2Other Nonconforming Facilities. 3.8.2</u> With respect to any <u>Declassified Network ElementsNoneonforming Facility not addressed in Section 3.8.1 above</u>, Verizon will notify <u>AT&T***CLEC Aeronym TXT***</u> in writing as to any particular unbundled facility previously made available to <u>AT&T***CLEC Aeronym TXT***</u> that is or becomes a <u>Declassified Network ElementNoneonforming Facility</u>, as defined herein (<u>"Identified Facility"</u>). <u>For purposes of the Agreement and this Amendment, such Identified Facilities shall be considered Declassified Network Elements. The</u></p>

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			<p>Parties acknowledge that such notice shall include sufficient information to enable AT&T to identify the Identified Facility or Facilities. If the notice does not contain sufficient information to enable AT&T to identify the Identified Facility, AT&T may, in writing, reject the notice and request additional information. For avoidance of any doubt, Identified Facilities can only include the following: OCen Loops; OCen transport; Dedicated Transport not provided for in Section 3.5 of this Amendment; three or more DS3 Loops above two at a single customer location; 13 or more DS3 transport facilities above twelve on a single Route; Packet Switching; Local Switching that serves capacities of DS1 and above; Feeder sSubloop; and signaling, Call Related Databases (except for 911 and E911 databases) and shared transport, when not purchased with unbundled Local Switching, was issued prior to the execution of this Amendment with respect to certain Nonconforming Facilities.</p>
3.8.2A – 3.8.2B (New sections inserted by AT&T)	To ensure that service to AT&T customers is not adversely affected as a result of a network facility becoming a Declassified Network Element, AT&T shall be afforded 120 days after Verizon provides sufficient notice under		<p>3.8.2A <u>For any Packet Switching or Feeder sSubloop that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T on a transitional basis. At any time after AT&T receives notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of 120 days from the date AT&T received notice, AT&T shall either request disconnection; submit a request for analogous access service; identify and request another alternative service arrangement,</u></p>

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	<p>Section 3.8.1 to request disconnection, submit a request for an analogous access service, identify and request an alternative service arrangement, submit a request for an analogous Declassified Network element pursuant to AT&T's Exhibit A (if applicable) or object that the declassification of the network facility in question is not proper under applicable law.</p> <p>If AT&T identifies an alternative service arrangement or analogous access service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after AT&T's request, either Party should be allowed to submit a request to the Commission to</p>		<p><u>or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties, or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.</u></p> <p><u>3.8.2B For OCn Loops, OCn transport, Dedicated Transport not provided for in Section 3.5 of this Amendment; three or more DS3 Loops above two at a single customer location, 13 or more DS3 transport facilities above twelve on a single Route, Local Switching that serves capacities of DS1 and above, and Call-Related Databases and associated Signaling, and shared transport, when not purchased with unbundled Local Switching, that Verizon notices as an Identified Facility, Verizon shall continue to provide any such Identified Facility without change to AT&T consistent with the provisions set forth herein. At any time after AT&T receives written notice from Verizon pursuant to Section 3.8.1 above, but no later than the end of the 120 days from the date AT&T received such notice, AT&T shall either request disconnection; submit</u></p>

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	<p>resolve the issue.</p> <p>If AT&T objects to the declassification of the Identified Facility and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's objection, either Party should be allowed to submit a request to the Commission to resolve the issue.</p> <p>Where AT&T has requested an alternative service arrangement or analogous access service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after AT&T's request, Verizon must continue to provide the Identified Service under</p>		<p><u>a request for analogous access service; submit a request for an analogous Declassified Network Element pursuant to Exhibit A attached hereto and made a part hereof, identify another alternative service arrangement, or object to the proposed declassification if the Identified Facility should not be declassified based on Applicable Law. If AT&T identifies an alternative service arrangement, or analogous access service, or if AT&T objects to the declassification of the Identified facility, and the Parties cannot agree to the applicable rates, terms and conditions of the Identified Facility within 60 days after AT&T's request or objection, either Party may submit a request to the Commission to resolve the issue. Until the issue is resolved by the Parties or during the pendency of any Commission proceeding initiated by a Party to resolve the issue, Verizon shall continue to provide the Identified Facility without change.</u></p>

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	<p>the preexisting rates, terms and conditions until replaced by new rates terms and conditions determined by the Commission</p> <p>Where AT&T has objected to Verizon's declassification of an Identified service and the Parties cannot agree to the applicable rates, terms and conditions within 60 days after AT&T's request, Verizon must continue to provide the Identified Service under the preexisting rates, terms and conditions until replaced by new rates terms and conditions determined by the Commission</p>		
3.8.3	To the extent that AT&T submits to Verizon a request for an analogous Declassified Network Element (see AT&T's		3.8.3 Limitation With Respect to Substitute Services. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent a Nonconforming Facility is replaced, in whole or in part, by a service, facility or arrangement that Verizon is not required by

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	<p>language for 3.8.2B above), Verizon shall be required to negotiate terms for such substitute service in accordance with the terms proposed by AT&T in Exhibit A. And that exhibit shall be included as an integral part of the Parties’ interconnection agreements.</p>		<p>47 U.S.C. Section 251(c)(3) and 47 C.F.R. Part 51 to provide, including without limitation an analogous access service (a “Substitute Service”), any negotiations regarding the rates, terms or conditions of such Substitute Service shall not be deemed to have been conducted pursuant to this Amended Agreement or 47 U.S.C. Section 252(a)(1) (or 47 C.F.R. Part 51), and the rates, terms, and conditions of any such Substitute Service shall not be subject to arbitration pursuant to 47 U.S.C. Section 252(b). Verizon does not agree to negotiate pursuant to 47 U.S.C. Section 252(a)(1) the rates, terms, or conditions of any Substitute Service. Any reference in this Amended Agreement to Verizon’s provision of a service that Verizon is not required by 47 U.S.C. 251(c)(3) and 47 C.F.R. Part 51 to provide is solely for the convenience of the Parties and shall not be construed in a manner contrary to this Section 3.8.3.</p>
<p>3.8.4 (New section inserted by AT&T)</p>	<p>3.8.4 Verizon shall not impose termination charges associated with conversion or discontinuance of any Declassified Network Element.</p> <p>3.8.4 Conversions of a Declassified Network Element to an analogous access service shall be</p>		<p>3.8.4 <u>Verizon shall not impose any termination charges associated with the conversion or any discontinuance of any Identified Facility and the conversion shall take place in a seamless manner without any customer disruption or adverse effects to service quality. When conversion is to an analogous access service or analogous Declassified Network Element, Verizon shall perform such conversion on a single order. Verizon shall not assess AT&T any non-recurring charges for such conversion.</u></p>

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	<p>performed on a single order.</p> <p>3.8.4 Conversion of Declassified Network Elements to an alternative service arrangement or analogous access service must occur seamlessly without any customer disruption or adverse effects to service quality.</p>		
3.9 (New section added by AT&T.)	Results of impairment proceedings conducted by the Commission shall be addressed by the Parties in accordance with the change in law provisions of their interconnection agreements.	TRO ¶¶700-703.	<p><u>3.9 Further Changes to Unbundling Obligations</u> <u>Without limiting any other rights and obligations either Party may have under the Amended Agreement or under Applicable Law, subject to the provisions of Section 3.8 above, nothing contained in this Amendment is intended to waive either Party's right to incorporate any Commission decisions involving Mass Market Switching or Enterprise Switching and resulting from the New York TRO impairment proceedings. Any such decisions shall be considered a change in law and subject to the change in law provisions of the Agreement.</u></p>
3.10 (New section added by AT&T)	There is a need for a seamless, tested and proven batch hot cut process to avoid the potential for	TRO¶¶ 473; 468-469; 487-488.	<p><u>3.10 Hot Cut Performance Metrics and Remedies</u> <u>The Parties shall amend the applicable performance metrics/standards/measurements and remedies provisions of the Agreement in accordance with Exhibit B annexed hereto.</u></p>

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	<p>significant customer disruption. This process must be supported by performance metrics and remedies. Without such metrics and remedies Verizon would have no reason to develop, implement and execute batch hot cuts in a nondiscriminatory manner. AT&T's language includes provisions for hot cuts performance metrics/measurements and associated remedies.</p>		<p><u>They shall have thirty (30) days from the Amendment Effective Date to negotiate mutually agreeable terms that effectuate the concepts addressed in Exhibit B. The agreed upon measures and remedies shall be implemented within thirty days thereafter. Should the Parties not reach agreement within thirty (30) days, either Party may pursue resolution of these issues pursuant to the dispute resolution provisions of the Amended Agreement.</u></p> <p><u>In the case of any finding of non-impairment by the Commission, the FCC or any court of competent jurisdiction with respect to unbundled Mass Market Switching, Verizon will continue to provide AT&T access to unbundled Mass Market Switching under the same rates, terms and conditions as before any finding of non-impairment, until the later of (a) such time as Batch Hot Cut, Large Job Hot Cut and Individual Hot Cut Performance Metrics and Remedies have been adopted and implemented with stable performance as part of this Amended Agreement and in accordance with Exhibit B annexed hereto or (b) the transition period set forth by the Commission, the FCC or a court of competent jurisdiction for discontinuing the unbundling of Mass Market Switching.</u></p>
Pricing Attachments	<p>Any charges for Services hereunder shall be as mutually agreed to by the Parties.</p>	<p>See AT&T's reasoning above for rejecting rates associated with commingling,</p>	<p>Verizon's Exhibit A to Pricing Attachment to TRO Amendment. AT&T REJECTS EACH RATE ELEMENT AND ASSOCIATED RATE OFFERED BY VERIZON.</p>

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		conversions and routine network modifications.	