

DOCKET# TO-2005-0336  
**MASTER LIST OF ISSUES BETWEEN SBC MISSOURI  
APPENDIX LAWFUL UNES (RIDER-IMBE  
POST-USTA II**

Issue Statement	Issue No.	Attachment and Section(s)	AT&T Language	AT&T Preliminary Position
<b>UNEs<sup>1</sup></b>		<b>Attachment Rider</b>		
<p>SBC Issue: Should the ICA obligate SBC to continue to provide network elements that are no longer required to be provided under applicable law or should the ICA clearly state that SBC is required to provide only UNEs that it is lawfully obligated to provide under Section 251(c)(3) of the Act?</p> <p>Does the FCC's rules allow for the state Commissions to impose additional</p>	<b>1</b>	Whereas clause, 1.1 (i), 2.1 (ii)	<p>1.1 Pursuant to the <i>TRO</i>, nothing in this Agreement requires SBC MISSOURI to provide to CLEC any of the following items <u>on an unbundled basis pursuant to Section 251(c)(3) of the Act</u>, either alone or in combination (whether new, existing, or pre-existing) with any other element, service</p> <p>(i) entrance facilities</p> <p>(ii) OCn level dedicated transport;</p> <p>The above-listed items are referred to in this Amendment as "TRO Declassified Elements.<u>Nothing in this section shall limit AT&amp;T's ability to commingle a facility or service previously acquired as a UNE with a UNE or combination of UNEs pursuant to Attachment 6, Section 2.11 of the Parties' ICA.</u></p> <p>1.2.1 SBC MISSOURI is not required to provide the TRO Declassified Element(s) on an unbundled basis, either alone or in combination (whether new, existing, or</p>	AT&T agrees that provisions r UNEs that have been delisted j to the TRO and TRRO may be contained in a Rider to the UN Attachment. AT&T disputes, that the terms and conditions c in SBC's proposed Rider are c with the requirements of feder: contained in the TRO and TRI AT&T's proposed changes to Rider bring the Rider into com with federal law.

<sup>1</sup> SBC has proposed the use of the term "Lawful UNE" in this appendix and in other parts of the agreement. The parties have agreed that this issue is set forth in UNE Issue 1. The parties have agreed to conform the entire agreement as appropriate based on the Commission's decision.

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<p>unbundling obligations?</p> <p>AT&amp;T's Issue Statement: Should the ICA, including the Rider, only include 251 (c) (3) obligations or should it include all 251, 271, and state law obligations?</p>			<p>pre-existing) with any other service or functionality <u>not acquired as an unbundled element pursuant to Section 251(c)(3)</u> to CLEC under this Agreement, and the following notice and transition procedure shall apply:</p> <p style="padding-left: 40px;">2.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(a) and Rule 51.319(e) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain the following new unbundled high-capacity loop and dedicated transport elements, either alone or in combination:</p> <p style="padding-left: 40px;">3.1 Notwithstanding anything in the Agreement, pursuant to Rule 51.319(d) as set forth in the TRO Remand Order, effective March 11, 2005, CLEC is not permitted to obtain new Mass Market ULS, whether alone, in combination (as in with "UNE-P"), or otherwise, <u>except as required by State Commission orders</u>. For purposes of this Section, "Mass Market" shall mean 1 – 23 lines, inclusive (i.e. less than a DS1 or "Enterprise" level.)</p>	

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SBC Issue	2	Under 1.2.4 (ii) , 2.2 (c),	Notwithstanding anything to	AT&T's proposed languag

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<p>Statement: Should SBC Missouri have the ability to bill the access service on a month-to-month basis until the Parties have an opportunity to develop new service arrangements?</p> <p>AT&amp;T's Issue Statement: Should SBC be required to convert delisted elements at the end of the transitional period to analogous services at rates available under term and/or volume discount agreements that the parties have already entered?</p>		2.4.3	<p>the contrary in this Agreement, including any amendments thereto, at the end of the thirty (30) day transitional period, unless CLEC has submitted a disconnect/discontinuance LSR or ASR, as applicable, under Section 1.2.4(i), above, and if CLEC and SBC MISSOURI have failed to reach agreement, under Section 1.2.4(ii), above, as to a substitute service arrangement or element, then SBC MISSOURI will convert the subject element(s), whether alone or in combination with or as part of any other arrangement to an analogous resale or access service or arrangement, if available, at rates applicable to such analogous service or arrangement, <u>including those rates available under the Parties' existing OPP or term and/or volume discount agreements.</u></p> <p>(c) March 11, 2006 (for Affected DS1 and DS3 Loops and Transport) or September 11, 2006 (for Dark Fiber Loops and Affected Dark Fiber Transport. To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <u>Special Access service under the terms and rates available through the</u></p>	<p>simply require SBC to convert UNES, at the end of the tr period, to analogous access services, at rates that are app discounted, if the parties hav into applicable discount arrar For example, SBC tariffs voi term discounts for its speci services, known as the OPP. believes that if the parties hav into any such publicly discount arrangement, tho should apply to delisted UNE converted. SBC has not prov rationale as to why it o providing these rates to elements that are conve analogous service arrangemen</p>

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			<p><u>Parties' existing OPP or term and/or volume discount agreements.</u></p> <p>2.4.3 To the extent that there are CLEC embedded base Affected DS1 and DS3 Loops or Transport in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will convert them to a <u>Special Access service under the terms and rates available through the Parties' existing OPP or term and/or volume discount agreements</u></p>	

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SBC Issue statement: Is AT&T able to obtain UNE-P access lines after March 11, 2005 in contravention to the TRO	3	Under Section 2.2 c, 3.2 , 3.2.1, 3.2.1.1	3.2 Transitional Provision of Embedded Base. As to each Mass Market ULS or Mass Market UNE-P, after March 11, 2005, pursuant to Rules 51.319(d), as set forth in the TRO Remand Order, SBC MISSOURI shall continue to i) provide access to CLEC's embedded	(a). 47 C.F.R. 51.319(d)(2)(i) provides that CLECs are e continue to use UNE-P to s embedded base of <b>ct</b> "Notwithstanding paragraph (c this section, for a 12-month pe the effective date of the Review Remand Order, an i

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<p>Remand Order?</p> <p>Is AT&amp;T able to obtain ULS on an “as is” basis after March 11, 2005 in contravention to the TRO Remand Order?</p> <p>Should SBC Missouri only be required to provide ULS switching features under this Rider subject to the extent that they are loaded and activated within the switch?</p> <p>AT&amp;T’s Issue Statement:</p> <p>(a) Should the ICA contain language allowing AT&amp;T to add UNE-P lines to serve its embedded base</p>			<p>base of Mass Market ULS Element or Mass Market UNE-P (i.e. only Mass Market ULS Elements or Mass Market UNE-P ordered by CLEC <i>before</i> March 11, 2005). <u>ii) provision additional UNE-P access lines to serve CLECs embedded customer base (Transitional UNE-P Access Lines) and iii) provision AT&amp;T requests to add, change or delete features, record orders, and disconnect orders on UNE-P/ULS, as well as orders to reconfigure existing AT&amp;T UNE-Ps to a UNE line-splitting arrangement to serve the same end-user or reconfigure to eliminate an existing line-splitting arrangement</u> in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], for a transitional period of time, ending upon the earlier of:</p> <p>(a) CLEC’s disconnection or other discontinuance [except Suspend/Restore] of use of one or more of the Mass Market ULS Element(s) or Mass Market UNE-P;</p> <p>(b) CLEC’s transition of a Mass Market ULS Element(s) or Mass Market UNE-P to an alternative arrangement; or</p>	<p>LEC shall provide access to local switching on an unbundled basis to the requesting carrier to serve its embedded base of end-user customers.” If the position were correct, the rule would require CLEC use of unbundled switching to serve its embedded base of end-user lines. The rule clearly is not as SBC contends.</p> <p>(b). SBC’s use of the phrase “as is” only serves to inject ambiguity into the ICA and virtually assures the possibility of conflicts during the transitional period. “As is” is defined in the ICA, and leaves open the possibility that SBC would refuse to even maintain or repair delisted elements that it provides during the transition period. Nothing in the federal rules or the TRRO supports the position that SBC’s obligation to provide delisted elements during the transition period has changed. SBC’s obligations remain unchanged. It is just the universe of elements that SBC is obligated to provide that is narrowed.</p>

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<p>of customers, in accordance with the FCC's rules?</p> <p>(b) Should SBC's obligation to provide delisted UNES during the transition period be limited to an "as is" basis, which terms is undefined in the ICA?</p>			<p>(c) March 11, 2006.</p> <p><u>Upon the earlier of the above three events occurring, as applicable, SBC MISSOURI may, without further notice or liability, cease providing the Mass Market ULS Element(s) or Mass Market UNE-P.</u></p> <p>3.2.1 Concurrently with its provision of embedded base Mass Market ULS or Mass Market UNE-P pursuant to this Rider, and subject to this Section 3, and subject to the conditions set forth in Section 3.2.1.1 below, SBC MISSOURI shall also continue to provide access to call-related databases, SS7 call setup, ULS shared transport and other switch-based features in accordance with and only to the extent permitted by the terms and conditions set forth in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], in conjunction with the embedded base Mass Market ULS or Mass Market UNE-P.</p>	

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<p>SBC Issue Statement:</p> <p>A. Is it appropriate for AT&amp;T to alter the FCC's "Transitional Pricing" for Loops and Transport ordered by the TRRO?</p> <p>B. Should AT&amp;T be required to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005?</p> <p>AT&amp;T's Issue Statement:</p> <p>a).Should SBC be allowed to pick and choose among prices</p>	4	2.3, 2.3.1, 3.3, 3.3.1,2.3.3, 2.3.4, 2.3.4.1, 2.3.4.2, 2.3.4.3, 2.3.4.4, 2.3.5	<p>2.3 Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Affected Loop-Transport Element(s) shall be the higher of (A) the rate CLEC paid for the Affected Loop-Transport Element(s) as of June 15, 2004 <i>plus 15%</i> or (B) the rate the state commission has established or establishes, if any, between June 16, 2004 and March 11, 2005 for the Affected Loop-Transport Element(s), <i>plus 15%</i> ("Transitional Pricing"). <u>If the state PUC established a rate for Unbundled Loops between June 16, 2004 and March 11, 2005, that increases some rate elements and decreases other rate elements, SBC MISSOURI must either accept or reject all of the more recently established rates for purposes of establishing the transitional rate for Unbundled Loops and transport.</u></p> <p>2.3.1 Regardless of the execution or effective date of this Rider or the underlying Agreement, CLEC <u>agrees that the</u> Transitional Pricing for all Affected Loop-Transport Element(s), <u>shall apply</u> beginning</p>	<p>a) No. Nothing in the TRRO allowing SBC to cherry pick a rates established by a state commission between June 16, 2004 and March 11, 2005. If SBC chooses to use rates established by a commission during this interim period for some elements it should be required to use the basis for pricing during the transitional period for all elements.</p> <p>b) Yes. AT&amp;T's proposed language spells out SBC's obligations regarding the conversion of delisted elements and is consistent with the TRRO. Omitting such language from the TRRO simply puts off disputes until a later date.</p>

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<p>established by a state commission between June 16, 2004 and March 11, 2005?</p> <p>b). Should the Rider contain language regarding the manner in which SBC converts delisted elements?</p>			<p>March 11, 2005. SBC MISSOURI <u>will not bill AT&amp;T for such rates, nor shall the difference in the Transitional Prices be due, prior to the execution of this rider.</u></p> <p>3.3  Transitional Pricing for Embedded Base. Notwithstanding anything in the [NAME OF PRIOR, SUPERSEDED AGREEMENT AND APPLICABLE ATTACHMENT/APPENDIX], during the applicable transitional period of time, the price for the embedded base Mass Market ULS or Mass Market UNE-P shall be the higher of (A) the rate at which CLEC obtained such Mass Market ULS/UNE-P on June 15, 2004 plus one dollar, or (B) the rate the applicable state commission established(s), if any, between June 16, 2004, and March 11, 2005, for such Mass Market ULS/UNE-P, plus one dollar. <u>If the state PUC established a rate for unbundled switching and related Network Elements between June 16, 2004 and March 11, 2005, that increases some rate elements and decreases other rate elements, SBC MISSOURI must either accept or reject all of the more recently established rates when establishing the transitional rate for mass market local switching.</u></p> <p>3.3.1 Regardless of the</p>	

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			<p>execution or effective date of this Rider or the underlying Agreement, CLEC <u>agrees</u> to pay the Transitional Pricing for Mass Market ULS Element(s) and Mass Market UNE-P, beginning March 11, 2005. <u>SBC MISSOURI will not bill AT&amp;T for such rates, nor shall the difference in the Transitional Prices be due, prior to the execution of this rider.</u></p> <p><u>2.3.3 Transitional Rate Billing</u>  - Any bills issued by SBC MISSOURI that include either a transitional rate charge or a true up amount for Transitional Declassified Network Elements, shall specifically identify the time period for which such transitional rate or true up applies; the applicable transitional rate or true up, and details that enable AT&amp;T to identify the specific facilities to which the transitional rate or true up amounts apply.</p> <p><u>2.3.4 The Conversion Process - For any Transitional Declassified Network Elements , AT&amp;T shall request either disconnection, an analogous access service (including converting Transitional Declassified Network Elements to any special access volume discount offerings), or an alternative service arrangement (such as TSR) at any time after the effective date of this</u></p>	

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			<p><u>Agreement, and prior to the last day a Transition Rate applies to a Transitional Declassified Network Element. Unless AT&amp;T specifically requests otherwise, the effective date of any such requested conversions shall not be any sooner than the day after the last day that the Transition Rate applies to a particular Transitional Declassified Network Element, and any recurring charges applicable to the requested alternative service arrangement shall apply as of that date and be reflected in the next billing cycle.</u></p> <p>2.3.4.1 All conversions from Transitional Declassified Network Elements shall take place in a seamless manner without any customer disruption or adverse effects to service quality and notwithstanding other provisions herein, shall be done in accordance with a mutually agreed upon process. The Parties agree to work together to develop a mutually agreeable, conversion process that includes agreement on the conversion request formats and associated systems; as well as an agreement on what additional information is needed from SBC MISSOURI to enable AT&amp;T to identify the loop and transport Network Elements that need to be converted. Notwithstanding any other provisions</p>	

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			<p><u>herein, if the Parties fail to arrive at a mutually agreeable conversion process by the deadline for submissions of conversion requests set forth in Section 2.3.4 above, the deadline for such conversions shall be extended until mutual agreement is reached on the conversions process and a new time frame within which AT&amp;T shall submit its conversion requests shall be agreed upon between the Parties. During this time period, SBC MISSOURI shall continue to apply the transitional rates.</u></p> <p><u>2.3.4.2 After the Parties agree to a conversion process, SBC MISSOURI may assess a true up charge to collect the difference between the recurring charges for the selected alternative arrangements and the transitional charges for the time period between the end of the initially established transition period for the particular Transitional Declassified Network Element and the date the conversion requests are completed.</u></p> <p><u>2.3.4.3 SBC MISSOURI will not require physical rearrangements and will not physically disconnect, separate or alter or change the facilities being replaced, except at the request of AT&amp;T. The effective date of conversion requests shall be as set forth</u></p>	

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			<p><u>in Section 2.3.4. If a physical rearrangement is requested by AT&amp;T, the conversion request shall be deemed to be completed the day after the last day that the transition rate applies to a particular Transitional Declassified Network Element, unless AT&amp;T requests an earlier date; and the recurring charges for the new arrangement shall apply as of that date and shall appear on the bill in the next billing cycle.</u></p> <p><u>2.3.4.4 To avoid customer impact during the transition of UNE-P to alternative arrangements, SBC MISSOURI commits to suppress line loss and related CARE notifications when the conversion requests are processed.</u></p> <p><u>2.3.5 Conversion Charges SBC MISSOURI shall not impose any termination, re-connect or other non-recurring charges, except for a record change charge, associated with any conversion or any discontinuance of any Transitional Declassified Network Elements.</u></p>	
Should non-transitioned Embedded Base UNE-P	5	3.4.1	3.4.1 To the extent that there are CLEC embedded base Mass Market ULS or UNE-P [and related items, such as those referenced in	Yes. There is no market for 1 or Mass Market ULS, and the of a market-based rate is a fict Instead of allowing SBC comp

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automatically be rate changed to resale pricing at the end of the transition period?			Section 3.2.1, above] in place on March 11, 2006, SBC MISSOURI, without further notice or liability, will re-price such arrangements to <u>resale</u> .	latitude to set whatever rate it under the guise of a market-ba SBC should reprice such arran at the analogous resale price.
<p>SBC Issue Statement: Should the rider contain appropriate reservation of rights language?</p> <p>AT&amp;T's Issue Statement: Should the general reservation of rights and change of law provisions in the ICA govern SBC's provision of delisted UNES?</p>	6	5	None.	Yes. The parties have already to general reservation of rights change of law provisions in the Terms & Conditions. Including additional, potentially contradictory language in the UNE attachment serves as a source of confusion proposed language should be r

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