

Master List of Issues – ILLINOIS MCI negotiations
Decision Point List (DPL)
8/10/04

Issue #	Issue	Appendix & Sections	MCI Language	MCI Position	SBC ILLINOIS Language	SBC ILLINOIS Preliminary Position
					<p><u>13 of this Appendix); (xi) SS7 signaling that is not provisioned in connection with CLEC's use of SBC ILLINOIS' Lawful UNE Local Switching for Mass Market Customers (as defined in Section 13 of this Appendix), to the extent Local Switching for Mass Market Customers constitutes a Lawful UNE; (xii) Packet switching, including routers and DSLAMs; (xiii) the packetized bandwidth, features, functions, capabilities, electronics and other equipment used to transmit packetized information over Hybrid Loops (as defined in 47 CFR 51.319 (a)(2)), including without limitation, xDSL-capable line cards installed in digital loop carrier ("DLC") systems or equipment used to provide passive optical networking ("PON") capabilities; (xiv) Fiber-to-the-Home Loops (as defined in 47 CFR 51.319(a)(3)) ("FTTH Loops"), except to the extent that SBC ILLINOIS has deployed such fiber in parallel to, or in replacement of, an existing copper loop facility and elects to retire the copper loop, in which case SBC ILLINOIS will provide nondiscriminatory access to a 64 kilobits per second transmission path capable of voice grade service over the FTTH loop on an unbundled basis; or (xv) any element or class of elements as to which a general determination is made that requesting Telecommunications Carriers are not impaired without access to such element or class of</u></p>	

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**Master List of Issues – ILLINOIS MCIm Negotiations
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					<p><u>elements; and</u></p> <p><u>5.1.2 Pursuant to USTAI, at least the following elements are also Declassified, as of the issuance of the USTAI mandate: (i) DS1 and DS3 dedicated transport; (ii) DS1 and DS3 loops; (iii) dedicated transport and loop dark fiber; and (iv) Local Switching for Mass Market Customers as defined in Section 13.</u></p> <p><u>5.1.3 At a minimum, at least the items set forth in this Section 5 shall not constitute Lawful UNEs under this Agreement.</u></p> <p><u>5.2 Once a Network Element has been Declassified with respect to a particular route, location, or market, MCIm is not entitled to obtain (or continue with) access to any Network Element on a Lawful unbundled basis at the rates set under Section 252(d)(7) whether provided alone, or in combination with other Lawful UNEs or services (e.g., combined or Commingled) once such network element has been or is Declassified or subject to Declassification.</u></p>	
UNE 12	<p>MCIm: See UNE issue number 11.</p> <p>SBC: Should the UNE Appendix contain details concerning the transitional plan for declassified</p>	<p>1.1; 5 (all); 9.11; 12.13; 15.5</p> <p>5.3 et seq.</p>	<p>1.1 This Appendix Lawful Unbundled Network Elements (UNE) sets forth the terms and conditions pursuant to which SBC ILLINOIS agrees to furnish MCIm with access to Lawful unbundled Network Elements. At MCIm's request, SBC</p>	<p>See MCIm position for Issue UNE 11.</p>	<p><u>5.3 Transitional Provisions for Declassified Elements</u></p> <p><u>5.3.1 SBC ILLINOIS shall only be obligated to provide Lawful UNEs under this Agreement. To the extent an element described as a Lawful UNE or an unbundled element in this Agreement is</u></p>	<p>The UNE Appendix should contain detailed transitional provisions in the event of a UNE declassification. Such detail is consistent with the FCC's statement in the TRO that ILECs and CLECs will need to spell out contract</p>

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	elements?		ILLINOIS shall provide nondiscriminatory access to Lawful unbundled Network Elements at any technically feasible point on rates, terms and conditions that are just reasonable and nondiscriminatory in accordance with the terms of this Appendix. SBC ILLINOIS shall provide such Lawful unbundled Network Elements in a manner that allows MCIm to combine such elements in order to provide a Telecommunications Service.		<p><u>Declassified or is otherwise no longer a Lawful UNE, SBC ILLINOIS may discontinue the provision of such element, whether previously provided alone or in combination with or as part of any other arrangement with other Lawful UNEs or other elements or services. In accordance with, but only to the extent required by the Act, including the lawful and effective FCC rules and associated FCC and judicial orders, SBC ILLINOIS will abide by Declassification transitional procedures for specific Network Elements that are Declassified after the Effective Date of this Agreement.</u></p> <p><u>5.3.2 In the event one or more elements described as Lawful UNEs or as unbundled network elements in this Agreement is Declassified or is otherwise no longer a Lawful UNE, SBC-ILLINOIS will notify MCIm in writing of its discontinuance of the element(s) and/or the combination or other arrangements in which the element(s) has been previously provided. During a transitional period of thirty (30) days from the date of such notice, SBC ILLINOIS agrees to continue providing such element(s) under the terms of this Agreement. Upon receipt of such written notice, MCIm will cease ordering new elements that are identified as Declassified or as otherwise no longer being a Lawful UNE in the SBC ILLINOIS notice letter. SBC ILLINOIS reserves the right to</u></p>	terms to put the FCC rules and regulations into operational effect.

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Master List of Issues – ILLINOIS MCI_m Negotiations
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					<p><u>audit MCI_m's orders transmitted to SBC ILLINOIS and to the extent that MCI_m has processed orders and such orders are provisioned after this 30-day transitional period such elements are still subject to the Declassification provisions of this Appendix Lawful UNE, including the options set forth in (a) and (b) below, and SBC ILLINOIS' rights of discontinuance or conversion in the event the options are not accomplished. During such 30-day transitional period, the following options are available to MCI_m with regard to the element(s) identified in the SBC ILLINOIS notice, including the combination or other arrangement in which the element (s) were previously provided:</u></p> <p><u>5.3.2.1 MCI_m may issue an LSR or ASR, as applicable, to seek disconnection or other discontinuance of the element(s) and/or the combination or other arrangement in which the element(s) were previously provided: or</u></p> <p><u>5.3.2.2 SBC ILLINOIS and MCI_m may agree upon another service arrangement or element (e.g. via a separate agreement at market-based rates or resale), or may agree that an analogous access product or service may be substituted, if available.</u></p> <p><u>5.3.2.2.1 In the case of UNE-P, the substitute product or service shall be Resale; and</u></p> <p><u>5.3.2.2.2 In the case of loops and</u></p>	

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					<p><u>transport, the substitute product or service shall be the analogous access product, if available.</u></p> <p><u>5.3.3 Notwithstanding anything to the contrary in this Agreement, including any amendments to this Agreement at the end of that thirty (30) day period, unless MCI has submitted an LSR or ASR, as applicable, under 5.3.2.1 above, and if MCI and SBC ILLINOIS have failed to reach agreement under 5.3.2.2 above as to a substitute service disconnect the Declassified Network Element(s) whether previously provided alone or in combination with or as part of any other part of any other arrangement, or convert the subject element(s), whether alone or in combination with or as a part of any arrangement to an analogous resale or access service, if available.</u></p> <p><u>5.3.3.1 The provisions set forth in this Section 5.3, "Transitional Provisions for Declassified Elements," are self-effectuating, and the Parties understand and agree that no amendment shall be required to this Agreement in order for the provisions of this Section 5 to be implemented or effective as provided above. Further, Section 5.3 governs the situation where a Lawful unbundled network element of Lawful UNE under this Agreement is Declassified or is otherwise no longer a Lawful UNE, even where the Agreement may already include an intervening law, change</u></p>	

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Master List of Issues – ILLINOIS MCIm Negotiations
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					<p><u>in law or other substantively similar provision. The rights and obligations set forth in Section 5.3 above, apply in addition to any other rights and obligations that may be created by such intervening law, change in law or other substantively similar provision.</u></p> <p><u>5.3.3.2 Notwithstanding anything in this Agreement or in any Amendment, SBC ILLINOIS shall have no obligation to provide, and MCIm is not entitled to obtain (or continue with) access to any network element on an Lawful unbundled basis at rates set under Section 252(d)(1), whether provided alone, or in combination with other Lawful UNEs or otherwise, once such network element has been or is Declassified or is otherwise no longer a Lawful UNE. The preceding includes without limitation that SBC ILLINOIS shall not be obligated to provide combinations (whether considered new, pre-existing or existing) involving SBC ILLINOIS' network elements that do not constitute Lawful UNEs, or where Lawful UNEs are not requested for permissible purposes.</u></p> <p><u>5.3.4 Where the Declassified Network Element(s) are converted to an analogous access service, SBC ILLINOIS shall provide such service(s) at the month-to-month rates and in accordance with the terms and conditions of SBC ILLINOIS's applicable access tariff,</u></p>	

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					<p><u>with the effective bill date being the first day following the thirty (30) day notice period. MCIm shall pay all applicable termination charges if any, for any Declassified element(s) that MCIm requests SBC ILLINOIS to disconnect, or that SBC ILLINOIS disconnects as a result of the Parties' failure to reach agreement on a substitute service.</u></p>	
UNE 13	<p>MCIm: Are there eligibility requirements that are applicable to the conversion of wholesale services to UNEs?</p> <p>SBC ILLINOIS: When converting wholesale services to UNE, what should the contract specify regarding eligibility criteria and qualifying service requirements?</p>	6.1; 6.6	<p>6.1 Upon MCIm's request, SBC ILLINOIS shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE.</p> <p>6.6 <i>Intentionally Omitted.</i></p>	<p>SBC's proposed language refers to the issuance of the mandate in USTA II and its impact on SBC's obligations to provide conversions is not only misleading but is a blatant misinterpretation of the effect of USTA II. Lawful and effective FCC regulations do require SBC to perform conversions for MCIm. In addition, SBC's proposed language makes vague references to "eligibility requirements" applicable to the conversion of wholesale services to UNEs. These requirements are never clearly defined (but clearly cannot include the Qualifying Service restrictions vacated by the Court in USTA II). If included in the contract, these requirements could provide SBC with an opportunity to delay MCIm's conversion request.</p>	<p>6.1 Upon MCIm's request, SBC ILLINOIS shall convert a wholesale service, or group of wholesale services, to the equivalent Lawful unbundled Network Element, or Combination of Lawful unbundled Network Elements, that is available to MCIm under this Appendix Lawful UNE, <u>so long as MCIm and the wholesale service, or group of wholesale services, meets the eligibility or other criteria that may be applicable for such conversion. (By way of example only, the Qualifying Service requirement is one such eligibility criterion.)</u></p> <p><u>6.6 If MCIm does not meet the applicable eligibility criteria or, for any reason, stops meeting the eligibility criteria for a particular conversion of a wholesale service, or group of wholesale services, to the equivalent Lawful UNE, or combination of Lawful UNEs, MCIm shall not request such conversion or continue using such the Lawful UNE or Lawful UNEs that result from such conversion. To the extent MCIm fails to meet (including ceases to meet) the</u></p>	<p>SBC ILLINOIS' proposed language appropriately provides that when conversions are performed, the services and/or UNEs that are involved must meet the applicable eligibility criteria. Those criteria are spelled out in detail elsewhere in the Agreement. For example, if the Qualifying Services condition applies, it must be met. Likewise, if the mandatory eligibility criteria applicable to certain combinations and commingled arrangements apply, they must be met.</p>

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