

**ATTACHMENT A**  
**DOCKET NO. 00-0332**  
**LEVEL 3 AND AMERITECH**  
**JOINT UNRESOLVED ISSUES LIST - ILLINOIS**

<i>Issue</i>	<i>Appendix/ Section</i>	<i>Level 3's Position</i>	<i>Ameritech's Position</i>
<b>Reciprocal Compensation: Definition of "Local Calls" And Reciprocal Compensation</b>  (ISSUE 1a)	<b>General Terms &amp; Conditions (GT&amp;C) 1.1.74; New 1.1.67, Appendix (App.) ITR 1.5, 5.2.4, 5.6.3; App. Reciprocal Compensation (Recip. Comp.) 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.9</b>	Level 3 proposes adding language that includes ISP-bound traffic within the definition of local traffic for reciprocal compensation purposes. Ameritech's obligation to pay reciprocal compensation should not be contingent upon Level 3's completion of network testing that is not needed for the services Level 3 offers as proposed by Ameritech. Level 3 further proposes to delete language that ties the definition of local traffic to customers' physical locations.  Level 3 has proposed to abide by the Commission's ultimate determination in its generic proceeding to consider compensation of ISP-bound traffic.	Ameritech's proposed definition excludes ISP-bound traffic from the definition of local calls. Local calls must actually originate and terminate to parties physically located within the same local calling area. Reciprocal compensation is only applicable for the voice portion of local calls. Internet calls are not subject to reciprocal compensation under this agreement or the Act.
<b>Reciprocal Compensation: Eligibility for Tandem Compensation</b>  (ISSUE 1b)	<b>GT&amp;C 1.1.29.2</b>	Level 3 proposes language allowing any one of its switching entities to qualify for tandem compensation if it meets the criteria regarding geographic coverage set forth in Section 51.711 of the FCC's Rules.	A tandem switch is a switching entity used to connect and switch trunk circuits between and among other Central Office switches.
<b>Deployment of NXX Codes</b>  (ISSUE 2)	<b>GT&amp;C 1.1.52, 1.1.55, 1.1.98, 1.1.98, 1.2.8; App. ITR 5.4.6; App. Recip. Comp. 2.2, 2.6, 2.7; all of Apps. FX &amp; FGA</b>	Level 3 would delete Appendices FX and FGA, and related language included elsewhere in the contract, that would require it to pay Ameritech for the use of "facilities" at "tariffed" rates for FX, FX-like, FGA, and FGA-like services.	The contract should include Appendices FX and FGA and related language included elsewhere in the contract.
<b>Relationship of Agreement and Tariffs</b>  (ISSUE 3)	<b>GT&amp;C 2.5.1, 2.6.3</b>	<i>The Parties have resolved this issue.</i>	<i>The Parties have resolved this issue.</i>
<b>Severability and MFN</b>  (ISSUE 4)	<b>GT&amp;C 2.8.1, 43.1, 49.1</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Charges for CLEC Name Changes</b>	<b>GT&amp;C 4.9, 4.10, 29.2</b>	Level 3 proposes to delete language requiring it to pay Ameritech on an individual case basis for the costs of processing a name	The contract should include language requiring Level 3 pay the costs of processing a name change.

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<b>(ISSUE 5)</b>		change.	
<b>Term of the Agreement</b>  <b>(ISSUE 6)</b>	<b>GT&amp;C 5.2</b>	Level 3 would have the contract expire after three (3) years.	Ameritech would have the contract expire after one (1) year.
<b>Deposits, Billing, and Payments</b>  <b>(ISSUE 7)</b>	<b>GT&amp;C all of Section 7, 8.2, New 8.3, 8.4, 8.4.4.5.2, 8.4.4.5.3, 8.5, 8.8, 9.1, 9.2, 9.2.1, New 9.2.2, 9.3, 9.3.1, 9.3.3, 9.3.4, all of 9.5, 9.6.1, 9.6.1.1, 9.6.1.2, 9.6.2, 9.6.3, 9.6.3.1, all of 9.6.8</b>	<p>Level 3 should not be required to provide to each SBC-affiliated ILEC an initial cash deposit as a precondition for Ameritech's furnishing of resale services or Unbundled Network Elements ("UNEs"). Level 3 proposes to delete the entire deposits section.</p> <p>The parties should not be required to provide notice of any billing disputes prior to the bill due date. The Parties should have at least thirty (30) days from the bill due date to produce the detailed information required by Ameritech in section 10.4.1. Level 3 should have at least thirty (30) days from Ameritech's notice of unpaid amounts to place funds in escrow and perform the other actions required by Section 9.3 of Ameritech's payment terms.</p> <p>Ameritech should not be permitted to refuse to accept new orders or complete pending orders, increase existing deposits and disconnect service if Level 3 does not pay or escrow undisputed amounts by the bill due date and within five (5) days of a written demand as required by section 9.5. Level 3 should be provided at least sixty (60) days from the bill due date to remit unpaid charges and before service is disconnected to customers and other adverse actions are taken by Ameritech.</p>	<p>Ameritech's proposed language, which requires any CLEC that has not yet established a minimum of 12 consecutive months of good credit history with Ameritech to make a cash deposit, is both fair and nondiscriminatory to all CLECs.</p> <p>Ameritech also proposes that parties provide notice of any billing disputes in order to encourage informal resolution of such disputes. .</p>
<b>Dispute Resolution</b>  <b>(ISSUE 8)</b>	<b>GT&amp;C 10, 10.12.3, 10.12.4, 10.13.2, 10.13.3</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Limitation of Liability</b>  <b>(ISSUE 9)</b>	<b>GT&amp;C 1.1.78, 13.1</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Third Party Intellectual Property Rights</b>	<b>GT&amp;C 14.5, 14.5.1, 14.5.2, 14.5.3, 14.6, 16.1, 16.1.1, 16.1.2,</b>	Level 3 opposes contract language that would require it to indemnify Ameritech for breaches of contract or infringement of third party intellectual property rights.	Ameritech's proposed language would require Level 3 to indemnify it for breaches of contract or infringement of third party intellectual property rights.

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(ISSUE 10)	16.1.3, 16.2, 16.2.1	The Parties have agreed in principle that Ameritech is responsible to use its "best efforts" to obtain third party intellectual property rights for CLECs to use Ameritech's UNEs, OSS, and interconnection.	
<b>Disclosure of Proprietary Information</b> (ISSUE 11)	GT&C 20.5	<i>The parties have resolved this issue..</i>	<i>The parties have resolved this issue.</i>
<b>Intervening Law</b> (ISSUE 12)	GT&C 21.1	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Governing Law</b> (ISSUE 13)	GT&C 22.1	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Assignment</b> (ISSUE 14)	GT&C 29.1, 29.2, 29.3	Both parties should be required under the language that Level 3 has proposed to seek prior written approval of assignments and transfers of the Agreement, including the sales of exchanges. Level 3 would create an affirmative duty not to unreasonably withhold the consent of assignments. Thirty (30) days advanced notice should be required for assignments or transfers of the Agreement rather than the ninety (90) days proposed by Ameritech. Prior consent would not be required for transfers to affiliates.	Ameritech's proposed language is adequate and reasonable to achieve the objective of this provision. Ameritech's proposed approach treats all CLECs similarly, while at the same time adequately addressing assignment rights. The agreement cannot be assigned or transferred to a third party without ninety (90) days prior written notice. Ameritech will not proceed with an assignment or transfer until the Parties agree upon the charges that apply for a CLEC name change or other CLEC changes.
<b>Force Majeure</b> (ISSUE 15)	GT&C 33.1	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Scope of Agreement</b> (ISSUE 16)	GT&C 43.1	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Access to CLEC Network Elements</b> (ISSUE 17)	GT&C 45.7.11	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>

## LEVEL 3 AND AMERITECH JOINT UNRESOLVED ISSUES MATRIX

<i>Issue</i>	<i>Appendix/ Section</i>	<i>Level 3's Position</i>	<i>Ameritech's Position</i>
<b>Combinations of Unbundled Network Elements Generally</b>  (ISSUE 18)	<b>App. UNE 1.1, 2.9.8</b>	Section 2.9.8 should read: "Unbundled Network Elements may not be connected to or combined with Ameritech Illinois access services."	Section 2.9.8 should include the full language proposed by Ameritech, which prohibits UNEs from being combined with Ameritech access services or other Ameritech tariffed services, other than tariffed collocation services.
<b>Enhanced Extended Loops</b>  (ISSUE 19)	<b>App. UNE all of 9.0 (new), 14.1</b>	Level 3 should be able to meet the certification requirement for converting special access to a loop-transport UNE combination by providing a letter that identifies the FCC option under which conversion is sought. In making such certifications, Level 3 should be able to treat ISP-bound traffic as local exchange service.  Level 3 opposes provisions requiring it to pay the full non-recurring charge for each network element of which the EEL is comprised.	When converting special access to a loop-transport UNE combination, Level 3 should use Ameritech's standard certification form. In making such certifications, Level 3 should not be allowed to treat ISP-bound traffic as local exchange service.
<b>Local Loop Definition</b>  (ISSUE 20)	<b>App. UNE 7.1, 7.2.5; GT&amp;C 1.6.6 &amp; 1.7.7</b>	Ameritech should be required to provide Level 3 with notice of the availability of new high capacity loops within sixty (60) days of deploying such loops in its network, to the extent that Ameritech does not tariff them.	Ameritech should not be required to provide notice to CLECs of the availability of higher capacity loops after they are deployed in its network other than the notice already provided via tariff filings.
<b>Subloops</b>  (ISSUE 21)	<b>App. UNE Sections 8.1 to 8.10 (new)</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Dedicated Transport</b>  (ISSUE 22)	<b>App. UNE 9.1, 9.3.1, 9.3.2, 9.3.3.1</b>	Level 3 should be permitted to request unbundled dedicated transport from an Ameritech central office to a third party carrier's location where Level 3 maintains a presence. Ameritech should be required to provide notice of the availability of higher capacity facilities within sixty (60) days of deploying such transport in its network, to the extent that Ameritech does not tariff such facilities.	Level 3 should be permitted to request unbundled dedicated transport from an Ameritech central office to a third party carrier's location where Level 3 maintains a presence. Ameritech should not be required to provide notice of the availability of higher capacity facilities within sixty (60) days of deploying such transport in its network, other than the notice already provided via tariff filings.
<b>Payload Mapping</b>  (ISSUE 23)	<b>App. UNE 9.3.2</b>	Ameritech should be required to provide payload mapping in any technically feasible manner, including but not limited to: (1) fully concatenated; (2) fully channelized; and (3) any possible combination of concatenated and channelized.	Ameritech should not be required to provide payload mapping Beyond that which it provides to other carriers.
<b>Dark Fiber</b>	<b>App. UNE Section 9.4 (new), 17.4.1,</b>	A single CLEC should be able to order up to 50% of the spare dark fiber contained in the requested segment.	A single CLEC should be able to order up to 25% of the spare dark fiber contained in the requested segment.

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(ISSUE 24)	17.5.1, 17.6.1, 17.6.2, 17.6.3, 17.7.2		
<b>Diversity</b> (ISSUE 25)	<b>App. UNE 9.4.2</b>	When requested by a CLEC, and only where such inter-office facilities exist, Ameritech should be required to provide physical diversity for unbundled dedicated transport at TELRIC rates.	Ameritech will agree to offer diversity if such currently exists in Ameritech's network. However, Ameritech will not agree to create diversity where none currently exists and to bear the costs associated with the build out of the new routing.
<b>Cross Connects</b> (ISSUE 26)	<b>App. UNE 13.3, 13.4, 13.4 (new), 13.6 (new)</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Point of Interconnection</b> (ISSUE 27)	<b>App. Network Interconnection Methods (NIM) 1.9, 2.1, 2.2, 2.4, 2.6, 2.8, 3.4.1, 4.1; App. ITR 5.2, 5.2.1, 5.2.3, 5.2.7, 5.3.2.1</b>	Initially, Level 3 should be permitted to establish a single point of interconnection ("POI") in each local access and transport area ("LATA") in which Level 3 provides local exchange service. An additional POI should be established at an Ameritech access tandem once the traffic exchanged between Level 3 and Ameritech with respect to that Ameritech access tandem and subtending and offices meets or exceeds an OC-12 level.	Initially, Level 3 should be permitted to establish a single point of interconnection ("POI") in each local access and transport area ("LATA") in which Level 3 provides local exchange service. An additional POI should be established at an Ameritech access tandem once the traffic exchanged between Level 3 and Ameritech with respect to that Ameritech access tandem and subtending end offices meets or exceeds an DS-3 level.
<b>Optical Interconnection</b> (ISSUE 28)	<b>App. NIM 2.9.2</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Transit Traffic</b> (ISSUE 29)	<b>GT&amp;C 38.1; App. ITR 4.2.1, 4.3 App. Recip. Comp. 6.2.</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>End Office Trunking</b> (ISSUE 30)	<b>App. ITR 4.4, 5.2.1, 5.3.3.1, 6.6</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Forecasting</b> (ISSUE 31)	<b>App. ITR 6.1, 6.2, 6.2.1, 6.2.2, 6.2.3, 6.3, 6.6</b>	Level 3 would like to receive written confirmation from Ameritech that Ameritech has received Level 3's forecast and included such information in Ameritech's own forecast. Level 3 further prefers that the contract explicitly state Ameritech's obligation to provide Level 3 notice of tandem exhaust situations and notice of any network expansions, software and hardware upgrades, or other network changes that will preclude Ameritech from completing Level 3's orders.	<i>The Parties expect to resolve this issue imminently.</i>

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<b>Trunk Blocking</b>  (ISSUE 32)	<b>App. ITR 7.1</b>	Level 3 has requested a blocking objective of 0.5% for all trunk groups measured during peak usage.	Ameritech proposes a blocking objective of 1% for all trunk groups measured during peak usage.
<b>Trunk Utilization</b>  (ISSUE 33)	<b>App. ITR 8.4.1, 8.4.1.1</b>	Level 3 should be permitted to order additional trunks, based on trunk forecasts, when its existing trunks are at a 50% utilization level.	Level 3 should be permitted to order additional trunks, based on trunk forecasts, when its existing trunks are at a 75% utilization level.
<b>Indemnity</b>  (ISSUE 34)	<b>App. OSS Resale &amp; UNE 3.2.1, 3.2.2, 3.4, 3.11</b>	The additional indemnity clauses in Appendix OSS Resale & UNE should be deleted, and the parties should refer to the indemnification clauses set forth in the General Terms and Conditions whenever a potential indemnification issue arises. Level 3 proposes to delete language requiring it to conform to hardware and software OSS changes prior to having had the opportunity to review those changes.	Ameritech seeks specific protection for any unauthorized misuse of its OSS that is achieved via Level 3's systems.
<b>Significant Degradation of Services Caused by Deployment of Advanced Services</b>  (ISSUE 35)	<b>App. DSL 13.6.4, 14.9.2.3; GT&amp;C 1.1.97 (new), 1.1.68 (new)</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Intervals for Adjacent Structure Collocation</b>  (ISSUE 36)	<b>App. Collocation 3.7.5</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>
<b>Continuation of Services</b>  (ISSUE 37)	<b>GT&amp;C 2.13</b>	<i>The parties have resolved this issue.</i>	<i>The parties have resolved this issue.</i>