

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>AT&amp;T UNE 9</b>	<u>2.12 Mandatory Eligibility Criteria for Access to Certain UNEs</u>	2.12 Mandatory Eligibility Criteria for Access to Certain <b>Lawful</b> UNEs	AT&T's language is most consistent with Arbitrator's Report.
AT&T UNE 9	<b>2.12.1.1</b> "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities).	2.12.1 Except as provided below in this Section 2.12 or elsewhere in the Agreement and subject to this Section and Section <b>2.10</b> , Conversion of Wholesale Services to UNEs, of this Attachment, SBC MISSOURI shall provide access to UNEs and combinations of UNEs without regard to whether AT&T seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.	SBC's language is not consistent with the Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 9	<p><u>2.12.1.2 "Commingled EEL" means a Commingled Arrangement of an EEL and one or more services obtained at wholesale (e.g., switched and special access services offered pursuant to interstate tariff).</u></p>	<p><b>2.12.1.1 "Enhanced Extended Link" or "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment (e.g., the end of the Unbundled Dedicated Transport that is opposite the end connected to the UNE local loop, must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect). Not needed here.</b></p>	<p>2.12.1.2 - AT&amp;T's language is consistent with the Arbitrator's Report.</p> <p>2.12.1.1 - SBC's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 3 - UNE**

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AT&T UNE 9	<p>2.12.2 To the extent that the service eligibility criteria defined in 47 CFR 51.318 for high capacity EELS apply, AT&amp;T shall be permitted to self-certify its compliance with those criteria. AT&amp;T may elect to self-certify using a letter sent to SBC MISSOURI. Upon AT&amp;T's self-certification of compliance, SBC MISSOURI will provide the requested EEL combination. If, as permitted under Applicable Law, SBC MISSOURI seeks to audit AT&amp;T's compliance with service eligibility criteria, SBC MISSOURI shall obtain and pay for no more than one audit per year, to be conducted by an independent auditor. Such an audit will be initiated only to the extent reasonably necessary to determine AT&amp;T's compliance with applicable law. AT&amp;T shall be given thirty (30) days' written notice of a scheduled audit. The independent auditor must perform its evaluation, which shall be limited to AT&amp;T's compliance with service eligibility criteria, in accordance with the standards of the American Institute for Certified Public Accountants. The auditor's report should make a determination</p>	<p>2.12.2 SBC MISSOURI is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless AT&amp;T certifies that all of the following conditions are met with respect to the arrangement being sought:</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 3 - UNE**

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AT&T UNE 9	<p>2.12.2.1 <u>Except where AT&amp;T specifically requests that SBC MISSOURI physically disconnect, separate, alter or change the equipment and facilities employed to provide the service being replaced with UNEs, the conversion request shall be deemed to have been completed effective upon receipt by the SBC MISSOURI of notice from AT&amp;T, and recurring charges set forth in Attachment 30, Pricing Schedule, of this Agreement applicable to Unbundled Network Elements shall apply as of such date. Except as provided below for Pending Requests, the adjusted charges for conversion requests shall be reflected in the first billing cycle following the effective date of the conversion. Conversion requests issued after the effective date of the TRO, but before the effective date of this Agreement ("Pending Requests"), shall be deemed to have been completed for billing purposes on March 11, 2005. The adjusted charges for Pending Requests shall be included in the same billing cycle in which the SBC MISSOURI includes true-up charges associated with the collection of the transiti</u></p>	<p>2.12.2.1 AT&amp;T (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 9		2.12.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:	SBC's language is consistent with the Arbitrator's Report.
AT&T UNE 9		<b>2.12.2.2.1</b> Each circuit to be provided to each <b>End User</b> will be assigned a local telephone number <b>(NPA-NXX-XXXX)</b> that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, AT&T will provide the corresponding Local Telephone Number(s) as part of the required certification); and	SBC's language is consistent with Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 9		<b>2.12.2.2.2</b> Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and	SBC's language most consistent with Arbitrator's Report.
AT&T UNE 9		<b>2.12.2.2.3</b> Each circuit to be provided to each <b>End User</b> will have 911 or E911 capability prior to the provision of service over that circuit; and	SBC's language is not consistent with the Arbitrator's Report.
AT&T UNE 9		<b>2.12.2.2.4</b> Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Attachment <b>Lawful</b> UNE; and	With the exception of the word "lawful", SBC's language is consistent with the Arbitrator's Report.
AT&T UNE 9		<b>2.12.2.2.5</b> Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.12.4 of this Attachment Lawful UNE; and	SBC's language is consistent with Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 9		2.12.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, AT&T will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.12.4 of this Attachment; and	No dispute.
AT&T UNE 9		<b>2.12.2.2.7</b> Each circuit to be provided to each <b>End User</b> will be served by a switch capable of providing local voice traffic.	SBC's language is not consistent with the Arbitrator's Report.

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AT&T UNE 9		By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by AT&T, or pursuant to Commingling, or whether as a new arrangement	SBC's language is consistent with Arbitrator's Report.



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**DP Issue: Section 3 - UNE**

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AT&T UNE 9		2.12.3 A collocation arrangement meets the requirements of Section 2.12 of this Attachment Lawful UNE if it is:	No dispute.
AT&T UNE 9		2.12.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI's premises within the same LATA as the End User's premises, when SBC MISSOURI is not the collocator; or	No dispute.
AT&T UNE 9		2.12.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC MISSOURI is the collocator.	SBC's language is consistent with Arbitrator's Report.
AT&T UNE 9		2.12.4 An interconnection trunk meets the requirements of Sections 2.12.2.2.5 and 2.12.2.2.6 of this Attachment <b>Lawful</b> UNE if AT&T will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, <b>and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.</b>	With the exception of the word "lawful", SBC's language is consistent with the Arbitrator's Report.

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AT&T UNE 9		2.12.5 For a new circuit to which Section 2.12.2 applies, AT&T may initiate the ordering process if AT&T certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.12.2.2.1 and Section 2.12.2.2.3, respectively. In such case, AT&T shall satisfy Section 2.12.2.2.1 and/or Section 2.12.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. AT&T must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30 <sup>th</sup> day.	SBC's language consistent with Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

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AT&T UNE 9		2.12.5.1 Section 2.12.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., AT&T shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.6 AT&T must provide the certification required by Section 2.12 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), AT&T shall update such certification promptly with SBC MISSOURI.	SBC's language consistent with Arbitrator's Report.

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AT&T UNE 9		2.12.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit AT&T, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.12. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 2.12.7.4 of this Section.	SBC's language consistent with Arbitrator's Report.

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AT&T UNE 9		2.12.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an "examination engagement" and issue an opinion regarding AT&T's compliance with the qualifying service eligibility criteria	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.7.2 The independent auditor's report will conclude whether AT&T complied in all material respects with this Section 2.12.	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's indement.	SBC's language consistent with Arbitrator's Report.

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AT&T UNE 9		<p>2.12.7.4 To the extent the independent auditor's report concludes that AT&amp;T failed to comply with this Section 2.12, AT&amp;T must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), AT&amp;T must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by AT&amp;T), and AT&amp;T shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC MISSOURI. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE</p>	<p>SBC's language consistent with Arbitrator's Report.</p>

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AT&T UNE 9		2.12.7.4.1 To the extent that the independent auditor's report concludes that AT&T failed to comply in all material respects with this Section 2.12, AT&T must reimburse SBC MISSOURI for the cost of the independent auditor and for SBC MISSOURI's costs in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay AT&T's costs under Section 2.12.7.4.2	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.7.4.2 To the extent the independent auditor's report concludes that the AT&T complied in all material respects with this Section 2.12, SBC MISSOURI must reimburse AT&T for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).	SBC's language consistent with Arbitrator's Report.

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<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 9		2.12.7.5 AT&T will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.	SBC's language consistent with Arbitrator's Report.
AT&T UNE 9		2.12.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, AT&T shall fully comply with this Section 2.12 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.12, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.	SBC's language consistent with Arbitrator's Report.



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<b>AT&amp;T UNE 15</b>	<u>None</u>	2.12.9 Where processes for any Lawful UNE requested pursuant to this Agreement, whether alone or in conjunction with any other UNE(s) or service(s), are not already in place, SBC MISSOURI will develop and implement processes, subject to any associated rates, terms and conditions. The Parties will comply with any applicable Change Management guidelines.	This language is consistent with the Arbitrator's Report. However, SBC is expected to have procedures in place for conversions.
<b>AT&amp;T UNE 15</b>		2.12.10 SBC MISSOURI will combine Lawful UNEs, combine Lawful UNE(s) with network elements possessed by AT&T, and/or Commingle only as set forth in this Attachment Lawful UNEs.	SBC's language is consistent with the Arbitrator's Report.

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AT&T UNE 15		<p>2.12.11 The Parties intend that this Attachment Lawful UNEs contains the sole and exclusive terms and conditions by which AT&amp;T will obtain Lawful UNEs from SBC MISSOURI. Accordingly, except as may be specifically permitted by this Attachment Lawful UNEs, and then only to the extent permitted, AT&amp;T and its affiliated entities hereby fully and irrevocably waive any right or ability any of them might have to purchase any unbundled network element (whether on a stand-alone basis, in combination with other UNEs (Lawful or otherwise), with a network element possessed by AT&amp;T, or pursuant to Commingling or otherwise) directly from any SBC MISSOURI tariff, to the extent such tariff(s) is/are available, and agree not to so purchase or attempt to so purchase from any such tariff. Without affecting the application or interpretation of any other provisions regarding</p>	<p>SBC's language is not consistent with the Arbitrator's Report.</p>

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<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 9</b>	2.20 <u>EELs Eligibility Requirements for Access to Certain UNEs</u>	<b>2.20 Eligibility Requirement for Access to Certain UNEs</b>	
CC UNE 9	2.20.1 <u>Notwithstanding anything in this Agreement to the contrary SBC MISSOURI agrees to make available to CLEC Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. SBC MISSOURI shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with SBC MISSOURI's network. SBC MISSOURI shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order and in this Attachment 6.</u>	<b>2.20.1 Except as provided below in this Section 2.20 or elsewhere in the Agreement and subject to this Section and Section 2.18, Conversion of Wholesale Services to UNEs, of this Attachment, SBC MISSOURI shall provide access to UNEs and combinations of UNEs without regard to whether the CLEC seeks access to the UNEs to establish a new circuit or to convert an existing circuit from a service to UNEs.</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

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CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 9	<p>2.20.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of <u>an</u> UNE <u>unbundled</u> loop(s) and <u>unbundled</u> Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, <u>with</u> or <u>without</u> multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Capacity Included Arrangements”), each circuit to be provided to each customer <u>must</u> terminate in a collocation arrangement that meets the requirements of Section 2.15.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by CLEC at such a CLEC collocation arrangement via a cross-connect. <u>unless the EEL is commingled with a wholesale service in which case the</u></p>	<p>2.20.1.1 “Enhanced Extended Link” or “EEL” means a UNE combination consisting of UNE loop(s) and <b>UNE</b> Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a “Low-Capacity EEL”) shall not be required to satisfy the Eligibility Requirements set out in Section 2.20.2 below. If an EEL is made up of a combination that includes one or more of the following described combinations (the “High-Capacity Included Arrangements”), each circuit to be provided to each customer <b>is required to</b> terminate in a collocation arrangement that meets the requirements of Section 2.15.3 below (e.g., the end of the UNE dedicated transport that is opposite the end connected to the UNE loop must be accessed by</p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

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CC UNE 9	2.20.1.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 transport facility or service; or	2.20.1.2.1 an unbundled DS1 loop in combination, or commingled, with a dedicated DS1 transport or dedicated DS3 <b>or higher</b> transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a dedicated DS3 <b>or higher</b> transport facility or service; or	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 9	2.20.1.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.	2.20.1.2.2 an unbundled dedicated DS1 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 or loop or a DS3 or higher channel termination service.	Language is identical.

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CC UNE 9	2.20.2 <u>SBC MISSOURI shall make Low Capacity EELs available to CLEC without restriction.</u> SBC MISSOURI shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.2.1 and 2.20.1.2.2” <u>only when</u> CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested.	2.20.2 SBC MISSOURI shall not provide access to the High-Capacity Included Arrangements (Sections 2.20.1.2.1 and 2.20.1.2.2” <b>unless</b> CLEC satisfies all of the following conditions set forth in Section 2.20.2.1 through 2.20.2.4 for each High-Capacity Included Arrangement requested.	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 9	2.20.2.1 CLEC ( <u>directly and not via an Affiliate</u> ) has received state certification from the Missouri Commission to provide local voice service in the area being served.	2.20.2.1 CLEC has received state certification from the TEXAS Commission to provide local voice service in the area being served.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 9	2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, <u>e.g., each DS1 UNE loop combined with DS1/DS3 transport</u>	2.20.2.2 The following criteria must be satisfied for each High-Capacity Included Arrangement, <b>including, without limitation, each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:</b>	SBC's language is most consistent with the Arbitrator's Report.

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**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.2.2.1 Each circuit to be provided to each end user <u>customer</u> will be assigned a local telephone number (NPA-NXX-XXXX), <u>including to each DS1 circuit and to each DS1 equivalent circuit of a DS3 EEL. That is</u>	2.20.2.2.1 Each circuit to be provided to each <b>end user</b> will be assigned a local telephone number (NPA-NXX-XXXX) <b>that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located (“Local Telephone Number”) prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification; and</b>	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 9	2.20.2.2.1.1 <u>, including to each DS1 circuit and to Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and. That is</u>	2.20.2.2.1.1 Each DS1 equivalent circuit of a DS3 EEL or on any other High-Capacity Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and. <b>That is</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.19.2.2.2 <u>each DS1 equivalent circuit on a DS3 EEL arrangement must have its own Local Telephone Number assignment, so that each fully utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and In addition, each</u>	2.20.2.2.3 <b>Each</b> circuit to be provided to each <b>end user</b> will have 911 or E911 capability prior to the provision of service over that circuit;	SBC's language is most consistent with the Arbitrator's Report.
CC UNE 9	2.20.2.2.3 <u>DS1 or DS1 equivalent</u> circuit to be provided to each <u>customer</u> will have 911 or E911 capability prior to the provision of service over that circuit; <u>CLEC may, at CLEC's option, satisfy this condition by certifying at the time it orders the EEL(s) that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.</u>	2.20.2.2.4 <b>Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.20.3 of this Attachment; and ISSUE 66 ON DPL 6</b>	SBC's language is most consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.2.2.4 <u>Collocation: Each of CLEC's DS1 and/or DS3 circuit(s) to be provided to each customer will terminate in a collocation arrangement. Where there is no single customer premises, such as where the traffic from multiple DS1 wireline end user loops are aggregated onto a DS3 transport facility, the point of aggregation will serve as the customer premises for purposes of this requirement. The collocation arrangement cannot be in an Interexchange carrier POP or an Internet service provider POP. However, CLEC may satisfy the collocation requirement through shared collocation or by connecting its EEL to another CLEC's entrance facility originating in that other CLEC's collocation space within SBC's central office; and</u>	2.20.2.2.5 Each circuit to be provided to each <b>End User</b> will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and	SBC's language is consistent with the Arbitrator's Report.
CC UNE 9	2.20.2.2.5 Each circuit to be provided to each <u>customer</u> will be served by an interconnection trunk that meets the requirements of Section 2.20.4 of this Attachment; and	2.20.2.2.6 For each 24 DS1 EELs or other facilities having (AGREED TO?) equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk <b>that meets the requirements of Section 2.20.4 of this Attachment; and</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.2.2.6 For each 24 DS1 EELs <u>loop</u> or <u>the</u> other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk <u>for the exchange of local traffic.</u> <u>CLEC is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.</u>	2.20.2.2.7 Each circuit to be provided to each <b>End User</b> will be served by a switch capable of <b>providing</b> local voice traffic	2.20.2.2.6 The CLEC Coalition's language is consistent with the Arbitrator's Report. 2.20.2.2.7 - The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.2.2.7 <u>Switching</u> : Each <u>EEL</u> loop circuit to be provided to each <u>customer</u> will be served by <u>switching equipment</u> that <u>is</u> a switch capable of <u>switching</u> local voice traffic.	By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement or from a combination of an	SBC's language is consistent with Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:	<b>2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.3 and 2.20.2.2.4 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.</b>	Except for the use of "lawful", SBC's language is consistent with the Arbitrator's Report.
CC UNE 9	2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI' premises within the same LATA as the end user's premises, when SBC MISSOURI is not the collocator; or	2.20.3 A collocation arrangement meets the requirements of Section 2.20 of this Attachment if it is:	Language is identical.
CC UNE 9	2.19.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC MISSOURI is the collocator.	2.20.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI' premises within the same LATA as the end user's premises, when SBC MISSOURI is not the collocator; or	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement	2.19.3.2 Located at a third party's premises within the same LATA as the end user's CLEC's premises, when SBC MISSOURI is the collocator.	Language is identical.
CC UNE 9	2.20.5 For a new circuit to which Section 2.20.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit.	2.20.4 An interconnection trunk meets the requirements of Sections 2.20.2.2.5 and 2.20.2.2.6 of this Attachment if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk and the trunk is located in the same LATA as the customer premises served by the Included Arrangement.	2.20.5 - SBC's language below is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2.	2.20.5 For a new circuit to which Section 2.20.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.20.2.2.1 and Section 2.20.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.20.2.2.1 and/or Section 2.20.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. <b>CLEC must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30<sup>th</sup> day</b>	2.20.5.1 - SBC's language below is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	<p>2.20.6 Before accessing requesting (1) a converted High-Capacity Included Arrangement, (2) a new High-Capacity Included Arrangement, or (3) part of a High-Capacity Included Arrangement that is a commingled EEL as a UNE, CLEC must certify to all of the requirements set out in Section 2.20.2. CLEC may provide this certification by sending a confirming letter to SBC MISSOURI or by completing a form provided by SBC MISSOURI either on a single circuit or a blanket basis at CLEC's option. A disconnect notice for any single circuit shall be sufficient to constitute notification to SBC MISSOURI that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, CLEC may provide written notification to SBC MISSOURI from time to time, or will provide in response to SBC MISSOURI request made no more often than once each calendar year, certifying that its circuits satisfy all of the requirements of Section 2.20.2.</p>	<p>2.20.5.1 Existing circuits, including conversions or migrations are governed by Section 2.20.2. <b>Section 2.20.5 does not apply to existing circuits to which Section 2.20.2.2.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.20.2.2.1 and Section 2.20.2.2.2 requirements for existing circuits at the time it initiates the ordering process).</b></p>	<p>2.20.6 - The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit, on an annual basis, <u>and only based upon good cause</u> CLEC's compliance in Missouri with the conditions set out in Section 2.20 2.19.1 through 2.20.4. For purposes of calculating and applying an "annual basis", it means, <u>for SBC MISSOURI</u> , a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for Missouri , subject to Section 2.20.7.4 of this Section.	2.20.6 CLEC must provide the certification required by Section 2.18 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.	2.20.7 - SBC's language below is most consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7.1 <u>To invoke its limited right to audit, SBC MISSOURI will send a Notice of Audit to CLEC, identifying the particular circuits for which SBC MISSOURI alleges non-compliance and the cause upon which SBC MISSOURI rests its allegations. The Notice of Audit shall also include all supporting documentation upon which SBC MISSOURI establishes the cause that forms the basis of its allegations that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which SBC MISSOURI seek to commence an audit.</u>	2.20.6.1 <b>If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC MISSOURI</b>	2.20.7.1 - The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9		2.20.7 In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit, on an annual basis, <b>applied on a state-by-state basis.</b> CLEC's compliance in Texas with the conditions set out in Section 2.20 2.19.1 through 2.20.4. For purposes of calculating and applying an "annual basis", it means, a consecutive 12-month period, beginning upon SBC MISSOURI' written notice that an audit will be performed for Texas, subject to Section 2.20.7.4	see above

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding CLEC’s compliance with the qualifying service eligibility criteria. The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 2.20.	2.20.7.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion that includes the auditor’s determination regarding CLEC’s compliance with the qualifying service eligibility criteria. The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 2.20.	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix****DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.	2.20.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	<p>2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC MISSOURI and the rates and charges CLEC would have owed SBC MISSOURI beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective. <u>CLEC shall submit orders to SBC MISSOURI to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's report and CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following SBC MISSOURI's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the Missouri Commission for resolution of the dispute, in</u></p>	<p>2.20.7.4 Should the independent auditor's report conclude that CLEC failed to comply in all material respects with Section 2.20, CLEC must true-up any difference in payments paid to SBC MISSOURI and the rates and charges CLEC would have owed SBC MISSOURI beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), but no earlier than the date on which this Section 2.20 of this Attachment is effective, <b>and CLEC must convert the UNE or UNE combination, or commingled arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and effect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure</b></p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse SBC MISSOURI for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for SBC MISSOURI' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay CLEC's costs under Section 2.20.7.4.2.	2.20.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with the Service Eligibility Requirements Criteria, CLEC shall reimburse SBC MISSOURI for the actual cost of the independent auditor's work performed in auditing CLEC's compliance with the Service Eligibility Requirements and for SBC MISSOURI' necessary and reasonable internal costs incurred conducting the audit in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay CLEC's costs under Section 2.20.7.4.2.	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.7.4 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC MISSOURI shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).	2.20.7.4 To the extent the independent auditor's report concludes that CLEC complied in all material respects with the Service Eligibility Requirements Criteria, SBC MISSOURI shall reimburse CLEC for its necessary and reasonable staff time and other internal reasonable staff time and other reasonable costs associated with in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc).	Language is identical.
CC UNE 9	2.20.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.	2.20.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. CLEC will maintain this documentation for the Term of the Agreement plus a period of two years.	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.20 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides an EEL(s) or a Commingled <u>EEL(s)</u> that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.	2.20.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.20 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a <b>circuit(s)</b> , an EEL(s) or a Commingled <b>circuit</b> <u>EEL(s)</u> that does not meet any eligibility criteria including those in this Section 2.20, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.	SBC's language is most consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 9	2.4.1 Except with respect to <u>EELs High Capacity Arrangements</u> (see section ____), SBC MISSOURI shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.	2.4.1 Except with respect to <b>Arrangements described in Section 2.20</b> , SBC MISSOURI shall provide access to Unbundled Network Elements and combinations of Unbundled Network Elements pursuant to the terms and conditions of this Attachment, without regard to whether CLEC seeks access to the Unbundled Network Elements to establish a new circuit or to convert an existing circuit from a service to Unbundled Network Elements.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Navigator UNE 5</b>	<p>(under 2.10) To the extent that the service eligibility criteria defined in 47 CFR 51.318 for high capacity EELS apply, CLEC shall be permitted to self-certify its compliance with those criteria. CLEC may provide this certification by sending a confirming letter to SBC MISSOURI or by completing a form provided by SBC MISSOURI either on a single circuit or a blanket basis at CLEC's option. Upon CLEC's self-certification of compliance, SBC MISSOURI will provide the requested EEL combination. CLEC will maintain the appropriate documentation to support its self-certifications. SBC MISSOURI may, as permitted under Applicable Law, audit CLEC's compliance with service eligibility criteria. In addition to any other audit rights provided for in this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit, on an annual basis, applied on a state-by-state basis, and only based upon good cause. Such an audit will be initiated only to the extent reasonably necessary to determine CLEC's compliance with applicable law.</p>	<p><b>2.18.4.1</b> "Enhanced Extended Link" or "EEL" consists of, at CLEC's option, any one or more of the following: an unbundled loop, transmission functionality such as concentration and multiplexing, and unbundled dedicated transport. An EEL provides CLEC the capability to serve a customer by extending a customer's loop from the customer's premises (including points where customer loops are aggregated) to another premise or office designated by CLEC. CLEC may order new EELs and/or request the conversion of existing services to EEL functionality. means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, multiplexing capabilities). An DS1 or higher EEL is required to terminate in a collocation arrangement that meets the requirements of</p>	<p>(under 2.10) - Navigator's language is not consistent with the Arbitrator's Report. The language at 2.18.4.1 appears to be Navigator language. This language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	14.7 <u>Enhanced Extended Loop (EEL)</u>	2.18.4.2 “ <u>Commingled EEL</u> ” means a <u>Commingled</u> <u>Arrangement of an EEL and one</u> <u>or more services obtained at</u> <u>wholesale (e.g., switched and</u> <u>special access services offered</u> <u>pursuant to interstate tariff).</u>	14.7 - Navigator's language is consistent with the Arbitrator's Report. 2.18.4.2 - This language appears to be Navigator language. This language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<u>Consistent with Sections 14.3.1, 14.3.2, 14.4.1, and 14.4.2 above:</u>	2.12.2 SBC MISSOURI is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop or a DS1 channel termination service, or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being	2.12.2 - SBC's language is not consistent with the Arbitrator's Report. Navigator's language at 14.3.1, 14.3.2, 14.4.1 and 14.4.2 is not consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<p>14.7.1 SWBT will combine unbundled loops with unbundled dedicated transport as described herein to provide enhanced extended loop at the recurring and nonrecurring charges applicable to each UNE requested above, with applicable recurring and nonrecurring charges for cross connects, the Central Office Access Charge where applicable and applicable Service Order Charge. SWBT will cross-connect unbundled 2 or 4-wire analog or 2 wire digital loops to unbundled voice grade/DS0, DS1, or DS3 dedicated transport facilities (DS0 dedicated transport is only available between SWBT central offices) for CLEC's provision of circuit switched or packet switched telephone exchange service to CLEC's own end user customers. SWBT will also cross-connect unbundled 4-wire digital loops to unbundled DS1, or DS3 dedicated transport facilities for CLEC's provision of circuit switched telephone exchange service to CLEC's own end user customers.</p>	<p>2.12.2.1 CLEC (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<p>14.7.2 <u>The dedicated transport facility will extend from CLEC customer's SWBT serving wire center to either CLEC's collocation cage in a different SWBT central office (in which case, no dedicated transport entrance facility is necessary) or to CLEC's point of access through a dedicated transport entrance facility. CLECs must order the dedicated transport facility, with any necessary multiplexing, from CLEC's collocation cage or CLEC's switch location to the wire center serving CLEC's end user customer. CLEC will order each loop as needed and provide SWBT with the Channel Facility Assignment (CFA) to the dedicated transport. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, ordering and provisioning will be pursuant to the ordering and provisioning terms and conditions for UNEs as set out in Attachment 7 of this Agreement. For the loop UNE, the dedicated transport UNE, the cross-connects needed to combine the two, as well as any necessary multiplexing, maintenance will be pursuant to the maintenance</u></p>	<p>2.12.2.2 The following criteria are satisfied for each Included Arrangement, including without limitation each DS1 circuit, each DS3 circuit, each DS1 EEL and each DS1 equivalent circuit on a DS3 EEL:</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<p>14.7.3 <u>Alternatively, CLEC may cross-connect unbundled loops with the unbundled dedicated transport facilities in its physical collocation space utilizing its own equipment or through the secured frame room in the central office, or if space is not available, in an external cross-connect cabinet until space becomes available in the central office. The restrictions on loop and transport facility type, and on CLEC services to be provided over the extended loop, that are contained in Section 14.7.1 regarding SWBT-combined EELs do not apply to the combinations assembled by CLECs under this subsection 14.7.3. CLEC can access the secured frame or the external cross-connect cabinet without having to collocate. If CLEC elects the secured frame or cabinet option, CLEC will provide a rolling 12 month forecast, updated every six (6) months, of its expected demand for unbundled loops to be connected with the unbundled dedicated transport facilities in each central office in which CLEC will combine outside of its existing or planned</u></p>	<p>2.12.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit (and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification); and</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	If <u>CLEC submits forecasts pursuant to this section, and fails to meet fifty percent (50%) of its submitted forecast for any central office for twelve consecutive months, CLEC will pay SWBT the reasonable costs for those twelve months associated with the unused capacity of the secured frame for that office, i.e., the capacity that would have been used if CLEC had achieved 50% of its forecast and which was not in fact used by other carriers.</u>	<b>2.12.2.2.2 Each DS1-equivalent circuit on a DS3 EEL or on any other Included Arrangement, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and</b>	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5	<u>SWBT will not disclose the forecasts provided for in this section to any persons other than SWBT employees responsible for provisioning extended loops under the secured frame and cabinet options. Any other disclosure, and any use by SWBT of these forecasts for marketing or business strategic purposes, is prohibited.</u>	<b>2.12.2.2.3 Each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and</b>	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5	<u>14.7.3.1 SWBT and CLECs shall jointly establish, within 30 days from the approval of this Agreement, a detailed procedure for combining 4 wire digital loops (e.g., DS1 loops) to dedicated transport facilities (e.g., DS3 transport) where CLECs are required to combine. In the event the parties are unable to reach agreement, the Commission shall establish the procedure within sixty days.</u>	<b>2.12.2.2.4 Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of Section 2.12.3 of this Appendix Lawful UNE; and</b>	SBC's language is consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<p>14.7.4 If CLEC orders a combination of unbundled loops and transport that meet the definition of enhanced extended link in this Agreement that are already connected at the time of the CLEC order (e.g., the elements are in an existing equivalent configuration), SWBT will supply that combination to CLEC as a "pre-existing combination," without separating and recombining the elements, pursuant to Section 14.3 and other applicable provisions of this Agreement. For preexisting combined UNEs, SWBT will not apply a Central Office Access Charge but will apply the recurring and nonrecurring charges applicable to each UNE requested along with the appropriate Service Order Charge.</p>	<p>2.12.2.2.5 Each circuit to be provided to each End User will be served by an interconnection trunk that meets the requirements of Section 2.12.4 of this Appendix Lawful UNE; and</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5	<p>14.8 For purposes of this Section and, for the time period(s) specified in this Section, SWBT agrees to waive the right to assert that it need not provide pursuant to the "necessary and impair" standards of Section 251(d)(2) of Title 47, United States Code, a network element now available under the terms of this Agreement and/or its rights with regard to the combination of any such network elements that are not already assembled. Except as provided in Section 14.5 above, CLEC agrees that the UNE provisions of this Agreement are non-severable and "legitimately related" for purposes of Section 252(i) of Title 47, United States Code. Accordingly, CLEC agrees to take the UNE provisions of this Agreement in their entirety, without change, alteration or modification, waiving its rights to "pick and choose" UNE provisions from other agreements under Section 252(i) of Title 47, United States Code. This mutual waiver of rights by the Parties will constitute additional consideration for the Agreement.</p>	<p>2.12.2.2.6 For each 24 DS1 EELs, or other facilities having equivalent capacity, CLEC will have at least one active DS1 local service interconnection trunk that meets the requirements of Section 2.12.4 of this Appendix; and</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>
Navigator UNE 5		<p>2.12.2.2.7 Each circuit to be provided to each End User will be served by a switch capable of providing local voice traffic.</p>	<p>SBC's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a UNE local loop-Unbundled Dedicated Transport(s)-UNE local loop (with or without multiplexing) cannot qualify for at least the reason that the UNE local loop-Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any UNE combination of a UNE local loop and Unbundled Dedicated Transport at DS1 or higher (whether as a UNE combination by themselves, with a network element possessed by CLEC, or pursuant to Commingling, or whether as a new arrangement	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.3 A collocation arrangement meets the requirements of Section 2.12 of this Attachment Lawful UNE if it is:	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.3.1 Established pursuant to Section 251(c)(6) of the Act and located at SBC MISSOURI's premises within the same LATA as the End User's premises, when SBC MISSOURI is not the collocator; or	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.3.2 Located at a third party's premises within the same LATA as the End User's premises, when SBC MISSOURI is the collocator.	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.4 An interconnection trunk meets the requirements of Sections 2.12.2.2.5 and 2.12.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.	Except for the use of "lawful", SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.5 For a new circuit to which Section 2.12.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.12.2.2.1 and Section 2.12.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.12.2.2.1 and/or Section 2.12.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC MISSOURI provisions such new circuit. CLEC must provide SBC MISSOURI with sufficient proof that such assignment and/or implementation has occurred by the end of such 30 <sup>th</sup> day.	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.5.1 Section 2.12.5 does not apply to existing circuits to which Section 2.12.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.12.2.2.1 and Section 2.12.2.2.3 requirements for existing circuits at the time it initiates the ordering process).	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.6 CLEC must provide the certification required by Section 2.12 on a form provided by SBC MISSOURI, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.	SBC's language is not consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.6.1 If the information previously provided in a certification is inaccurate (or ceases to be accurate), CLEC shall update such certification promptly with SBC MISSOURI.	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.12. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 2.12.7.4 of this Section.	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.7.1 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion regarding CLEC’s compliance with the qualifying service eligibility criteria	SBC’s language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.7.2 The independent auditor’s report will conclude whether CLEC complied in all material respects with this Section 2.12.	SBC’s language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.7.3 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s indement.	SBC’s language is consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		<p>2.12.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with this Section 2.12, CLEC must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof), CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by CLEC), and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC MISSOURI. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE</p>	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Navigator UNE 5		2.12.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply in all material respects with this Section 2.12, CLEC must reimburse SBC MISSOURI for the cost of the independent auditor and for SBC MISSOURI's costs in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay CLEC's costs under Section 2.12.7.4.2	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied in all material respects with this Section 2.12, SBC MISSOURI must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).	SBC's language is consistent with the Arbitrator's Report.

Attachment III.B Part 3 Detailed Language Decision Matrix			
<b>DP Issue: Section 3 - UNE</b>			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Navigator UNE 5		2.12.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.	SBC's language is consistent with the Arbitrator's Report.
Navigator UNE 5		2.12.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall fully comply with this Section 2.12 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.12, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.	SBC's language is consistent with the Arbitrator's Report.
MCI UNE 42	22.1.3 <u>High-Capacity EELs</u> means	22.1.3 Intentionally Omitted.	MCI's language is consistent

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
	<p>either: (i) <u>an unbundled DS1 Loop in combination, or commingled, with a DS1 Dedicated Transport or DS3 Dedicated Transport facility or service, or to an unbundled DS3 loop in combination, or commingled, with a DS3 Dedicated Transport facility or service, or (ii) an unbundled DS1 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Dedicated Transport facility in combination, or commingled, with an unbundled DS1 Loop or a DS1 channel termination service, or to an unbundled DS3 Loop or a DS3 channel termination service.</u></p>		with the Arbitrator's Report.
<b>MCI UNE 43</b>	<p>22.2.1 SBC MISSOURI shall provide access to Lawful UNEs and combinations of Lawful UNEs without regard to whether MCI seeks access to the Lawful UNEs to establish a new circuit or to convert an existing circuit from a service to Lawful UNEs. SBC MISSOURI shall provide EELs to MCI as set forth in this Section.</p>	<p>22.2.1 <b>Except as provided below in this Section 22 or elsewhere in the Agreement and subject to this Section and Section 6, Conversion of Wholesale Services to UNEs,</b> SBC MISSOURI shall provide access to Lawful UNEs and combinations of Lawful UNEs without regard to whether MCI seeks access to the Lawful UNEs</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>
<b>MCI UNE 44</b>	<p>22.2 Eligibility</p>	<p>22.3 Eligibility</p>	

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	<p>22.2.1 <u>SBC MISSOURI shall provide MCI with access to High-Capacity EELs that meet service eligibility criteria set forth in this section 22.3.1.</u> SBC MISSOURI is not obligated, and shall not, provide access to <u>for example</u> (1) a Lawful unbundled DS1 loop in combination, or Commingled, with a Lawful UNE dedicated DS1 transport facility or service or a Lawful UNE dedicated DS3 (or higher) transport facility or service, or a (2) a Lawful UNE dedicated DS1 transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a Lawful UNE DS1 channel termination service, or a Lawful UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a DS1 channel termination service, or a Lawful UNE DS3 loop or a Lawful UNE DS3 (or higher) channel termination service unless MCI certifies that all of the following conditions are met with respect to the arrangement being sought:</p>	<p>22.3.1 SBC MISSOURI is not obligated, and shall not, provide access to (1) a Lawful unbundled DS1 loop in combination, or Commingled, with a Lawful UNE dedicated DS1 transport facility or service or a Lawful UNE dedicated DS3 (or higher) transport facility or service, or a (2) a Lawful UNE dedicated DS1 transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a Lawful UNE DS1 channel termination service, or a Lawful UNE dedicated DS3 (or higher) transport facility or service in combination, or Commingled, with a Lawful UNE DS1 loop or a DS1 channel termination service, or a Lawful UNE DS3 loop or a Lawful UNE DS3 (or higher) channel termination service <b>(collectively, the “Included Arrangements”)</b>, unless MCI certifies that all of the following conditions are met with respect to the arrangement being sought:</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.1 MCIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. SBC MISSOURI hereby acknowledges that MCIm has received state certification sufficient to satisfy these criteria.	22.3.1.1 MCIm (directly and not via an Affiliate) has received state certification to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area. SBC MISSOURI hereby acknowledges that MCIm has received state certification sufficient to satisfy these criteria.	Language is identical.
MCI UNE 44	22.3.1.2 The following criteria are satisfied for each <u>combined circuit</u> , including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:	22.3.1.2 The following criteria are satisfied for each <b>Included Arrangement</b> , including each DS1 circuit, each DS3 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.2.1 each <u>DS1</u> circuit to be provided to each End User will <u>have at least one DS0</u> assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located prior to the provision of service over that circuit and	22.3.1.2.1 each circuit to be provided to each End User will <b>be</b> assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC MISSOURI local service area and within the LATA where the circuit is located (" <b>Local Telephone Number</b> ") prior to the provision of service over that circuit; <b>(and for each circuit, MCI will provide the corresponding Local Telephone Number(s) as part of the required certification);</b> and	SBC's language is consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.2 each DS1-equivalent circuit on a DS3 EEL must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and	22.3.1.2.2 each DS1-equivalent circuit on a DS3 EEL <b>or any other Included Arrangement</b> must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and	SBC's language is consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.3 each <u>DS1</u> circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and	22.3.1.2.3 each circuit to be provided to each End User will have 911 or E911 capability prior to the provision of service over that circuit; and	SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.2.4 each <u>DS1</u> circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and	22.3.1.2.4 each circuit to be provided to each customer will terminate in a collocation arrangement that meets the requirements of section 22.3.1.2.8; and	SBC's language is consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.5 each <u>DS1</u> circuit to be provided to each customer will be served by an interconnection trunk <u>or through an entrance facility</u> that meets the requirements of section 22.3.1.2.9; and	22.3.1.2.5 each circuit to be provided to each customer will be served by an interconnection trunk that meets the requirements of section 22.3.1.2.9; and	SBC's language is consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCI will have at least one active DS1 local service interconnection trunk that meets the requirements of section 22.3.1.2.9; and	22.3.1.2.6 for each 24 DS1 EELs or other facilities having equivalent capacity, MCI will have at least one active DS1 local service interconnection trunk that meets the requirements of section 22.3.1.2.9; and	Language is identical.
MCI UNE 44	22.3.1.2.7 each <u>DS1</u> circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.	22.3.1.2.7 each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.	SBC's language is most consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:	22.3.1.2.8 A collocation arrangement meets the requirements of this section if it is:	Language is identical.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an SBC MISSOURI premises within the same LATA as MCI's end user customer's premises, when SBC MISSOURI is not the collocator; or	22.3.1.2.8.1 established pursuant to section 251(c)(6) of the Act and located at an SBC MISSOURI premises within the same LATA as MCI's end user customer's premises, when SBC MISSOURI is not the collocator; or	Language is identical.
MCI UNE 44	22.3.1.2.8.2 located at a third party's premises within the same LATA as MCI's End User premises, when SBC MISSOURI is the collocator.	22.3.1.2.8.2 located at a third party's premises within the same LATA as MCI's End User premises, when SBC MISSOURI is the collocator.	Language is identical.
MCI UNE 44	22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCI will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk,	22.3.1.2.9 An interconnection trunk meets the requirements of this section if MCI will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk, <b>and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.2.10 <u>Intentionally Omitted</u>	22.3.1.2.10 By way of example only, the application of the foregoing conditions means that a wholesale or retail DS1 or higher service/circuit (whether intrastate or interstate in nature or jurisdiction) comprised, in whole or in part, of a Lawful UNE Local Loop-to-Lawful Unbundled Dedicated Transport(s)-if any to Lawful UNE Local Loop (with or without multiplexing) cannot qualify for at least the reason that the Lawful UNE Local Loop-to Lawful Unbundled Dedicated Transport combination included within that service/circuit does not terminate to a collocation arrangement. Accordingly, SBC MISSOURI shall not be required to provide, and shall not provide, any Lawful UNE combination of a Lawful UNE Local Loop and Lawful Unbundled Dedicated Transport (whether as a Lawful UNE combination by themselves, with a network element possessed by MCI or	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 44	22.3.1.2.11 <u>Other than the service eligibility criteria set forth in this Section, SBC MISSOURI shall not impose limitation, restrictions, or requirements on requests for the use of UNEs and shall not require terms and conditions, including without limitation pre-audits and requirements to purchase special access and then convert to EELs, on MCI's purchase of High-Capacity EELs.</u>	22.3.1.2.11  —	MCI's language is consistent with the Arbitrator's Report.
MCI UNE 44	22.3.1.2.12 <u>MCI's Certification. MCI's order for new or converted High-Capacity EELs constitutes self certification. MCI shall self-certify to SBC MISSOURI (via email or letter) the criteria of this section with respect to such EEL circuits are satisfied. Provided that SBC MISSOURI has received such self certification from MCI, SBC MISSOURI shall not deny MCI access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, MCI shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements.</u> If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCI shall update such certification promptly with SBC MISSOURI.	<b>22.3.1.2.12 MCI must provide the certification required by this section on a form provided by SBC MISSOURI on a circuit-by-circuit basis. MCI will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation.</b> If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCI shall update such certification promptly with SBC MISSOURI	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 45</b>	<p>22.3.1.2.12 <u>MCIm Certification. MCIm's order for new or converted High-Capacity EELs constitutes self certification. MCIm shall self-certify to SBC MISSOURI (via email or letter) the criteria of this section with respect to such EEL circuits are satisfied. Provided that SBC MISSOURI has received such self certification from MCIm, SBC MISSOURI shall not deny MCIm access to High-Capacity EELs. Anything to the contrary in this Section notwithstanding, MCIm shall not be required to provide certification to obtain access to lower capacity EELs, other Combinations or individual unbundled Network Elements. If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCIm shall update such certification promptly with SBC MISSOURI</u></p>	<p>22.3.1.2.12 <b>MCIm must provide the certification required by this section on a form provided by SBC MISSOURI on a circuit-by-circuit basis. MCIm will maintain the appropriate documentation to support its eligibility certifications, including without limitation call detail records, local telephone number assignment documentation, and switch assignment documentation. If the information previously provided in a certification is inaccurate (or ceases to be accurate) MCIm shall update such certification promptly with SBC MISSOURI</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>
<b>MCI UNE 46</b>	<p>22.5 Audits</p>	<p>22.5 Audits</p>	

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 46	22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit MCI, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 22.5.5.	22.5.1 In addition to any other audit rights provided for hereunder and those allowed by law, SBC MISSOURI may obtain and pay for an independent auditor to audit MCI, on an annual basis, applied on a State-by-State basis, for compliance with this Section. For purposes of calculating and applying an "annual basis," it means for a State a consecutive 12-month period, beginning upon SBC MISSOURI's written notice that an audit will be performed for that State, subject to Section 22.5.5.	Language is identical.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 46	22.5.2 <u>Intentionally Omitted.</u>	22.5.2 Unless otherwise agreed by the Parties (including at the time of the audit), the independent auditor shall perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA), which will require the auditor to perform an “examination engagement” and issue an opinion regarding MCI’s compliance with the qualifying services and the mandatory service eligibility criteria	SBC’s language is most consistent with the Arbitrator’s Report.
MCI UNE 46	22.5.3 <u>Intentionally Omitted.</u>	22.5.3 The independent auditor’s report will conclude whether MCI complied in all material respects with this Section 2.15.	SBC’s language is most consistent with the Arbitrator’s Report.
MCI UNE 46	22.5.4 <u>Intentionally Omitted.</u>	22.5.4 Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s indement. I	SBC’s language is most consistent with the Arbitrator’s Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 46	22.5.5 MCIIm must convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by MCIIm) and MCIIm shall timely make the correct payments on a going-forward basis,	22.5.5 <b>To the extent the independent auditor's report concludes that MCIIm failed to comply with this Section 22, MCIIm must true-up any difference in payments beginning from the date that the non-compliant circuit was established as a Lawful UNE/Lawful UNE combination, in whole or in part (notwithstanding any other provision hereof), MCIIm must convert the Lawful UNE or Lawful UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services, (and SBC MISSOURI may initiate and affect such a conversion on its own without any further consent by MCIIm) and MCIIm shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC MISSOURI. In no event shall rates set under Section 252(d)(1) apply for the use of any Lawful UNE for any</b>	Except for the use of "lawful", SBC's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 46	22.5.5.1 <u>Intentionally Omitted.</u>	22.5.5.1 To the extent that the independent auditor's report concludes that MCI <sub>m</sub> failed to comply in all material respects with this Section 2.15, MCI <sub>m</sub> must reimburse SBC MISSOURI for the cost of the independent auditor and for SBC MISSOURI's costs in the same manner and using the same methodology and rates that SBC MISSOURI is required to pay MCI <sub>m</sub> 's costs under Section 2.15.7.4.2	SBC's language is most consistent with the Arbitrator's Report.
MCI UNE 46	22.5.5.2 <u>Intentionally Omitted.</u>	22.5.5.2 To the extent the independent auditor's report concludes that the MCI <sub>m</sub> complied in all material respects with this Section 2.15, SBC MISSOURI must reimburse MCI <sub>m</sub> for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g. collecting data in response to the auditor's inquiries, meeting for interviews, etc).	SBC's language is most consistent with the Arbitrator's Report.
<b>MCI UNE 47</b>	22.6 <u>Intentionally Omitted.</u>	22.6 Without affecting the	SBC's language is most



Attachment III.B Part 3 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
MCI UNE 47		application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, MCI shall fully comply with this Section 2.15 in all cases and, further, the failure of SBC MISSOURI to require such compliance, including if SBC MISSOURI provides an EEL(s) or a Commingled EEL(s) that does not meet any eligibility criteria including those in this Section 22, shall not act as a waiver of <del>any part of this Section and</del>	consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 16</b>	2.18.2 SBC-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or (2) an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (3) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop, or (4) an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop, or (5) an unbundled DS3 loop in combination, or Commingled, with a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:	2.18.2 SBC-13STATE is not obligated, and shall not, provide access to (1) an unbundled DS1 loop in combination, or Commingled, with a dedicated DS1 transport facility or service or a dedicated DS3 or higher transport facility or service, or an unbundled DS3 loop in combination, or Commingled, with a dedicated DS3 or higher transport facility or service, or (2) an unbundled dedicated DS1 transport facility in combination, or Commingled, with an unbundled DS1 loop <b>or a DS1 channel termination service</b> , or to an unbundled dedicated DS3 transport facility in combination, or Commingled, with an unbundled DS1 loop <b>or a DS1 channel termination service</b> , or to an unbundled DS3 loop or a DS3 or higher channel termination service (collectively, the "Included Arrangements"), unless CLEC certifies that all of the following conditions are met with respect to the arrangement being sought:	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 16	2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit	2.18.2.2.1 Each circuit to be provided to each End User will be assigned a local telephone number (NPA-NXX-XXXX) that is associated with local service provided within an SBC-13STATE local service area and within the LATA where the circuit is located ("Local Telephone Number"), prior to the provision of service over that circuit <b>(and for each circuit, CLEC will provide the corresponding Local Telephone Number(s) as part of the required certification);and</b>	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 16	2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL, must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and	2.18.2.2.2 Each DS1-equivalent circuit on a DS3 EEL <b>or on any other Included Arrangement,</b> must have its own Local Telephone Number assignment, so that each DS3 must have at least 28 Local voice Telephone Numbers assigned to it; and	SBC's language is mot

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 16	2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk.	2.18.4 An interconnection trunk meets the requirements of Sections 2.18.2.2.5 and 2.18.2.2.6 of this Appendix Lawful UNE if CLEC will transmit the calling party's Local Telephone Number in connection with calls exchanged over the trunk <b>and the trunk is located in the same LATA as the End User premises served by the Included Arrangement.</b>	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 16	2.18.5 None	2.18.5 For a new circuit to which Section 2.18.2 applies, CLEC may initiate the ordering process if CLEC certifies that it will not begin to provide any service over that circuit until a Local Telephone Number is assigned and 911/E911 capability is provided, as required by Section 2.18.2.2.1 and Section 2.18.2.2.3, respectively. In such case, CLEC shall satisfy Section 2.18.2.2.1 and/or Section 2.18.2.2.3 if it assigns the required Local Telephone Number(s), and implements 911/E911 capability, within 30 days after SBC-13STATE provisions such new circuit. CLEC must provide SBC-13STATE with sufficient proof that such assignment and/or implementation has occurred by the end of such 30 <sup>th</sup> day.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 16	2.18.5.1 None	2.18.5.1 Section 2.18.5 does not apply to existing circuits to which Section 2.18.2 applies, including conversions or migrations (e.g., CLEC shall not be excused from meeting the Section 2.18.2.2.1 and Section 2.18.2.2.3 requirements for existing circuits at the time it initiates the ordering process).	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 16	2.18.6 None	2.18.6 CLEC must provide the certification required by Section 2.18 on a form provided by SBC-13STATE, on a circuit-by-circuit/service-by-service/Included Arrangement-by-Included Arrangement basis.	Wiltel's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 18</b>	2.18.7 For purposes of this Section 2.18, SBC-13STATE may, upon twenty (20) days prior written notice to CLEC, obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with the service eligibility criteria set forth in 2.2. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.	2.18.7 In addition to any other audit rights provided for this Agreement and those allowed by law, SBC-13STATE may obtain and pay for an independent auditor to audit CLEC, on an annual basis, applied on a State-by-State basis, for compliance with this Section 2.18. For purposes of calculating and applying an "annual basis", it means for a State a consecutive 12-month period, beginning upon SBC-13STATE's written notice that an audit will be performed for that State, subject to Section 2.18.7.4 of this Section.)	SBC's language is most consistent with the Arbitrator's Report.
<b>Wiltel UNE 18</b>	2.18.7.2 The independent auditor's report will conclude whether CLEC complied with the service eligibility criteria set forth in Section 2.18.2.2.	2.18.7.2 The independent auditor's report will conclude whether CLEC materially complied with the service eligibility criteria set forth in Section 2.18.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 18	2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to <u>materially</u> comply with <u>2.18.2.2</u> CLEC must true-up any difference in payments beginning from the <u>first</u> date of non-compliance of the non-compliant circuit, CLEC must convert the <u>non-compliant circuit or circuits</u> to an equivalent or substantially similar wholesale service, or group of wholesale services, and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies <u>available under this Agreement</u> for failure to make such payments shall be available to SBC-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in which CLEC does not meet the <u>service eligibility criteria set forth in Section 2.18.2.2</u> for that UNE, arrangement, or circuit, as the case may be.	2.18.7.4 To the extent the independent auditor's report concludes that CLEC failed to comply with the service eligibility criteria set forth in Section <b>2.18</b> , CLEC must true-up any difference in payments beginning from the <b>date that the non-compliant circuit was established as a UNE/UNE combination, in whole or in part (notwithstanding any other provision hereof)</b> , CLEC must convert the <b>UNE or UNE combination, or Commingled Arrangement</b> , to an equivalent or substantially similar wholesale service, or group of wholesale services <b>(and SBC-13STATE may initiate and affect such a conversion on its own without any further consent by CLEC)</b> , and CLEC shall timely make the correct payments on a going-forward basis, and all applicable remedies for failure to make such payments shall be available to SBC-13STATE. In no event shall rates set under Section 252(d)(1) of the Act apply for the use of any UNE for any period in	SBC's language is most consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 18	2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to <u>materially</u> comply with <u>the service eligibility criteria set forth in Section 2.18.2.2</u> , CLEC must reimburse SBC-13STATE <u>for its reasonable out-of-pocket</u> cost of the independent auditor in the same manner and using the same methodology and rates that SBC-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.	2.18.7.4.1 To the extent that the independent auditor's report concludes that CLEC failed to comply <b>in all material respects</b> with <b>this Section 2.18</b> , CLEC must reimburse SBC-13STATE <b>the</b> cost of the independent auditor <b>and for SBC-13STATE's costs</b> in the same manner and using the same methodology and rates that SBC-13STATE is required to pay CLEC's costs under Section 2.18.7.4.2.	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 18	2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC <u>materially</u> complied with <u>the service eligibility criteria set forth in Section 2.18.2.2</u> , SBC-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).	2.18.7.4.2 To the extent the independent auditor's report concludes that the CLEC complied <b>in all material respects</b> with <b>this Section 2.18</b> , SBC-13STATE must reimburse CLEC for its reasonable staff time and other reasonable costs associated in responding to the audit (e.g., collecting data in response to the auditor's inquiries, meeting for interviews, etc.).	SBC's language is most consistent with the Arbitrator's Report.

Attachment III.B Part 3 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
Wiltel UNE 18	2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications.	2.18.7.5 CLEC will maintain the appropriate documentation to support its eligibility certifications, <b>including without limitation call detail records, Local Telephone Number assignment documentation, and switch assignment documentation.</b>	SBC's language is most consistent with the Arbitrator's Report.
Wiltel UNE 18	2.18.8 None	2.18.8 Without affecting the application or interpretation of any other provisions regarding waiver, estoppel, laches, or similar concepts in other situations, CLEC shall comply with this Section 2.18 and, further, the failure of SBC-13STATE to require such compliance, including if <b>SBC-13STATE provides a circuit(s), an EEL(s), or a Commingled circuit, that does not meet any eligibility criteria, including those in this Section 2.18, shall not act as a waiver of any part of this Section, and estoppel, laches, or other similar concepts shall not act to affect any rights or requirements hereunder.</b>	SBC's language is most consistent with the Arbitrator's Report.
Subpoint C <D>: CLECs' Access to UNEs Under Section 251 (Including Issues Related to the TRRO "Transition Plans")			

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>AT&amp;T UNE 16</b>	<p>4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an End User customer premises. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by SBC MISSOURI. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). <u>The local loop UNE includes, but is not limited to DS1, DS3, fiber, and other high capacity loops to the extent required by applicable law.</u> AT&amp;T agrees to operate each loop type within the technical parameters accepted w</p>	<p>4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an End User customer premises. The loop includes the NID and may include the Inside Wire subloop in a multi-unit environment where the Inside Wire subloop is owned or controlled by SBC MISSOURI. The Parties acknowledge and agree that a transmission facility to a CMRS facility does not have to be unbundled. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and CLEC requested line conditioning (subject to applicable charges in Appendix Pricing). <b>Lawful UNE Local Loop</b> are limited to copper loops (two-wire and four-wire</p>	<p>AT'T's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 16		4.2.1 SBC MISSOURI must provide timely access to unbundled loops <b>offered under the terms of this agreement. SBC MISSOURI's timeliness will be measured as required by the provisions in the Attachment: Performance Measurements.</b>	SBC's language is not consistent with the Arbitrator's Report.
AT&T UNE 16		4.3.1 The standard for 2-Wire analog loop is loss not exceeding 8 dB. SBC will offer 2-Wire analog loop not to exceed 5dB as an option which supports analog voice frequency, voice band services with loop start signaling within the frequency spectrum of approximately 300 Hz and 3000 Hz	No dispute.
AT&T UNE 16		4.3.4 Pursuant to 47 C.F.R. § 51.319(a)(2)(i), SBC MISSOURI is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops.	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 16		4.3.7 Nothing in the loop definitions provided above is intended to limit AT&T from using UNE DSL loops to transmit signals in the ranges as specified in Attachment 25: DSL, which forms a part of this Agreement. SBC MISSOURI agrees to provide AT&T with access to UNEs for providing advanced services in accordance with the terms of Attachment DSL, UNE Line Splitting, and the general terms and conditions applicable to UNEs.	No dispute.
AT&T UNE 16		4.4 AT&T may request and, to the extent technically feasible, SBC MISSOURI will provide additional loop types and conditioning pursuant to the BFR process. The availability of a loop type, through the BFR process does not limit the availability to AT&T of equivalent functionality that are available to AT&T and priced under this Agreement.	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 16		4.6 In addition to any liability provisions in this agreement, SBC MISSOURI does not guarantee or make any warranty with respect to unbundled loops when used in an explosive atmosphere. AT&T will indemnify, defend and hold SBC MISSOURI harmless from any and all claims by any person relating to AT&T's or AT&T end user's use of unbundled loops in an explosive atmosphere, excluding claims of gross negligence or willful or intentional conduct by SBC MISSOURI.	No dispute.
AT&T UNE 16			
AT&T UNE 16			

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>CC UNE 17</b>	<p>4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an premises. Therefore, consistent with the applicable FCC rules, SBC MISSOURI will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC MISSOURI shall not be obligated to provision any of the UNE loops provided for herein to cellular sites. Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned <u>or</u> controlled by SBC MISSOURI. The local loop UNE includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line).</p>	<p>4.2 Pursuant to applicable FCC rules, a local loop UNE is a dedicated transmission facility between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an <b>End User</b> premises. Therefore, consistent with the applicable FCC rules, SBC MISSOURI will make available the UNE loops set forth herein below between a distribution frame (or its equivalent) in an SBC MISSOURI Central Office and the loop demarcation point at an <b>End User</b> premises. The Parties acknowledge and agree that SBC MISSOURI shall not be obligated to provision any of the UNE loops provided for herein to cellular sites <b>or to any other location that does not constitute an End User premises.</b> Where applicable, the local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned <b>and</b> controlled by SBC MISSOURI.</p>	<p>ATT's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.4.4.2 <u>DS1 loops will be available to CLEC, without limitation, regardless of the technology used to provide such loops, e.g., 2-wire and 4-wire HDSL or SHDSL, fiber optics, used by SBC MISSOURI to provision such loops.</u>	4.4.4.2 <b>DS1 loops</b> (where they have not been Declassified and subject to caps set forth in Section XXXX) However, notwithstanding this Section 4.4.4.2, access to Lawful UNEs is provided under this	AT'T's language is most consistent with the Arbitrator's Report.
CC UNE 17		4.4.4.3 DS1 UNE Digital Loops will be offered and/or provided only where such Loops have not been Declassified.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17		4.4.4.4 The procedures set forth in Section 4.4.4.5, below will apply in the event DS1 Digital Loops (DS1) are or have been Declassified.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17		4.4.4.5 DS1 Loop "Caps"	



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17		SBC MISSOURI is not obligated to provide to CLEC more than ten (10) DS1 UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC MISSOURI's option it may accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of <del>modification</del>	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17		4.4.5 DS3 Digital Loop	
CC UNE 17		4.4.5.1 A DS3 loop provides a digital, 45 Mbps transmission facility from the SBC MISSOURI Central Office to the end user premises.	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17		4.4.5.2 DS3 UNE loops will be offered and/or provided only where such Loops have not been Declassified.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17		4.4.5.3 The procedures set forth in Section 4.4.5.4, below will apply in the event DS3 Digital Loops are or have been Declassified.	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17		4.4.5.4 DS3 Loop "Caps"	

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17		SBC MISSOURI is not obligated to provide to CLEC more than one (1) DS3 UNE loop per requesting carrier to any single building in which DS3 UNE Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC MISSOURI's option it may accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of <del>unbundling</del> .	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17	4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement <u>Section 251</u> unbundling	4.7 Quantity and Location Limitations on Access to DS1 and DS3 Loops obtained under this Agreement.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.7.1 The FCC <u>determined in the TRRO that CLECs' access to high-capacity loops under Section 251 shall be limited with respect to loops obtained to serve buildings in certain locations. For purposes of this Section 4.7, the following definitions apply:</u>	4.7.1	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 17	(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5. <u>In addition, for purposes of tallying the number of fiber-based collocators in an SBC wire center, the term does not include AT&amp;T or its affiliates..</u>	(A) A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 17	(B) A “building” is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to a multi-tenant property with a single street address, an individual tenant’s space shall constitute one building for purposes of this Attachment (1) if the multi-tenant structure is subject to separate ownership of each tenant’s space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high-rise office building with a general telecommunications equipment room through which all telecommunications services to that building’s tenants must pass would be a single “building” for purposes of this Section 4.7. A building for purposes of this Section 4.7 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical str	(B) The term "same building" is to be interpreted to mean a structure under one roof or two or more structures on one premises which are connected by an enclosed or covered passageway.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 17	(C) A “business line” is defined in accordance with 47 C.F.R. 51.5.	(C) A “business line” is defined in accordance with 47 C.F.R. 51.5.	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.7.1.1 <u>SBC shall provide CLEC DS1 loops to any building that is not served by an SBC wire center with at least 60,000 business lines and at least four-fiber based collocators, except that CLEC shall not be entitled to obtain more than 10 DS1 loops to a single building.</u>	4.7.1.1 DS1 Loop "Caps"-- <b>SBC is not obligated to provide to CLEC more than ten (10) DS1 UNE loops per requesting carrier to any single building in which DS1 Loops have not been otherwise Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS1 Loops once CLEC has already obtained ten DS1 UNE Loops at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC MISSOURI's option it may accept the order, but convert any requested DS1 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS1 UNE Loop(s) as of the date of submission.</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17		<p>4.7.1.1.1 DS1 Loop Declassification --Subject to the cap described in Section 4.7.1.1, SBC shall provide CLEC with access to a DS1 UNE Loop, where available, to any building not served by a wire center with 60,000 or more business lines and four or more (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS1 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS1 Loops in that wire center, or any buildings served by that wire center, shall be Declassified and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS1 UNE Loops in such wire center(s), or any buildings served by such wire center(s).</p>	<p>The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.7.1.2 <u>SBC shall provide CLEC DS3 loops to any building not served by a wire center with at least 38,000 business lines and at least four fiber-based collocators, except that CLEC shall not be entitled to obtain more than one DS3 loop to a single building.</u>	4.7.1.2 DS3 Loop "Caps" -- <u>SBC is not obligated to provide to CLEC more than one (1) DS3 UNE loop per requesting carrier to any single building in which DS3 Loops have not been otherwise</u> Declassified; accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering unbundled DS3 Loops once CLEC has already obtained one DS3 UNE Loop at the same building. If, notwithstanding this Section, CLEC submits such an order, at SBC MISSOURI's option it may accept the order, but convert any requested DS3 UNE Loop(s) in excess of the cap to Special Access, and applicable Special Access charges will apply to CLEC for such DS3 UNE Loop(s) as of the date of <del>modification</del>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.7.1.2.1 <u>DS3 Loop Declassification.</u>	<p>a.</p> <p><u>D</u> Subject to the cap described in Section 4.7.1.2, SBC shall provide CLEC with access to a DS3 UNE Loop, where available, to any building not served by a wire center with at least 38,000 business lines and at least four (4) fiber-based collocators. Once a wire center exceeds these thresholds, no future DS3 Loop unbundling will be required in that wire center, or any buildings served by that wire center, and DS3 Loops in that wire center, or any buildings served by that wire center, shall be Declassified, and no longer available as UNEs under this Agreement. Accordingly, CLEC may not order or otherwise obtain, and CLEC will cease ordering DS3 UNE Digital Loops in such wire center(s), or any buildings served by such wire center(s).</p>	SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.7.1.3 <u>for UNEs that are Declassified during the Term of the Agreement.</u> "	4.7.1.3 Effect on Embedded Base. Upon Declassification of DS1 Loops or DS3 Loops already purchased by CLEC as UNEs under this Agreement, <u>SBC</u> will provide written notice to CLEC of such Declassification, and proceed in accordance with Section 1.2.5 "Transition Procedure."	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 17	4.7.1.3.1 <u>for UNEs that are Declassified during the Term of the Agreement"</u>	4.7.1.3.1 Products provided by <u>SBC</u> in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section and Section 1.2.5 "Transition Procedure" where such Loops are Declassified.	The CLEC Coalition's language is most consistent with the Arbitrator's Report.
CC UNE 17		4.7.1.4 The Parties agree that activity by <u>SBC</u> under this Section 4.7 shall not be subject to the Network Disclosure Rules.	SBC's language is consistent with the Arbitrator's Report.
CC UNE 17	15.3.10 <u>4-Wire Digital Loop to Collocation</u>	4.7.2 See "Remand Order Embedded Base Temporary Rider"], attached as an Exhibit to this DPL, and incorporated by reference.	SBC' language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	<u>15.3.11 4-Wire Digital Loop to UNE Connection Methods point of access</u>	4.7.3 CLEC shall undertake a reasonably diligent inquiry to determine whether an order for a DS1 or DS3 UNE Loop intended to be used to serve a new customer (i.e. ordered on or after March 11, 2005 and, therefore, not part of CLEC's embedded customer base) satisfies the availability criteria set forth in Section 4.7.1 above prior to submitting its order to SBC. SBC has posted and will post a list to its CLEC-Online website, identifying the wire centers where DS1 and DS3 UNE Loops are Declassified under Sections 4.7.1.1.1 and 4.7.1.2.2, above,	SBC's language is not consistent with the Arbitrator's Report.
CC UNE 17	<u>*15.3.12 4-Wire Digital Loop to Collocation/Mux(without testing)</u>		
CC UNE 17	<u>15.3.16 DS3 loop to Collocation</u>		

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	<p>4.8.2 <u>SBC MISSOURI will provide written notice to CLEC no later than February 10, 2006 of the DS1 and DS3 loops that are required to be transitioned to other facilities by March 11, 2006. If CLEC has not submitted an LSR or ASR, as applicable, to SBC MISSOURI requesting conversion of the Declassified loop(s) to a Section 271 unbundled DS1 and/or DS3 loops or to another wholesale service, then on March 11, 2006, SBC MISSOURI shall convert the Declassified loop(s) to an analogous access service, if available, or if no analogous access service is available, to such other service arrangement as SBC MISSOURI and CLEC may agree upon (e.g., via a separate agreement at market-based rates or resale). Conversion of loops shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service, and at no charge to CLEC.</u></p>	<p>4.8 See "Remand Order Embedded Base Temporary Rider"</p>	<p>4.8.2 - The CLEC Coalition's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 17	4.8.3 <u>As of the date of conversion of DS1 and/or DS3 loops under Section 4.8.2 above, any services or products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall be billed at wholesale rates. Cross-connects obtained under SBC MISSOURI' physical collocation tariff shall not be repriced to access rates.</u>	<b>4.8.3 Products provided by SBC MISSOURI in conjunction with such Loops (e.g. Cross-Connects) shall also be subject to re-pricing under this Section where such Loops are Declassified</b>	The CLEC Coalition's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Navigator UNE 10</b>	4.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC-MISSOURI Central Office and the loop demarcation point at an End User customer premises. Therefore, consistent with the applicable FCC rules, SBC-MISSOURI will make available the UNE local loops set forth herein below between a distribution frame (or its equivalent) in an SBC-MISSOURI Central Office and the loop demarcation point at an End User customer premises. The Parties acknowledge and agree that SBC-MISSOURI shall not be obligated to provision any of the UNE local loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the UNE local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-MISSOURI. The UNE local loop includes all features, functions and capabilities of the transmission facility, including attached electronics (exc	4.2 Pursuant to applicable FCC rules, a local loop network element is a transmission facility between a distribution frame (or its equivalent) in an SBC-MISSOURI Central Office and the loop demarcation point at an End User customer premises. Therefore, consistent with the applicable FCC rules, SBC-MISSOURI will make available the <b>Lawful</b> UNE local loops set forth herein below between a distribution frame (or its equivalent) in an SBC-MISSOURI Central Office and the loop demarcation point at an End User customer premises. The Parties acknowledge and agree that SBC-MISSOURI shall not be obligated to provision any of the <b>Lawful</b> UNE local loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the <b>Lawful</b> UNE local loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring,	Navigator's language is not consistent with the Arbitrator's Report.
<b>CC UNE 73</b>	<u>1.0 Introduction Unbundled Elements</u>	Intentionally Left Blank	

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>1.1 This Attachment 10: Provision of Customer Usage Data - Unbundled Network Elements sets forth the terms and conditions for SBC MISSOURI's provision of usage data (as defined in this Attachment) to CLEC. Usage Data will be provided by SBC MISSOURI to CLEC when CLEC purchases Network Elements from SBC MISSOURI.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>1.2 Charges for the relevant services provided under this Attachment are included in Appendix Pricing UNE to Attachment 6.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>2.0 General Requirements for Usage Data</u>		The CLEC Coalition's language is consistent with the

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>2.1 SBC MISSOURI's provision of Usage Data to CLEC will be in accordance with the Performance Metrics as reported on the CLEC Online Website. SBC MISSOURI's performance based on such Performance Metrics will begin to be measured and reported at the time CLEC begins providing local service to customers.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>2.2 SBC MISSOURI will retain Usage Data in accordance with SBC Daily Usage File User's Guide, available on the CLEC Online, subject to applicable laws and regulations.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>3.0 Usage Data Specifications</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>3.1 SBC MISSOURI will provide all usage data for CLEC's customers using the SBC MISSOURI-provided Network Element(s). Usage Data includes, but is not limited to, the following categories of information:</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<ul style="list-style-type: none"> <li><u>completed calls;</u></li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<ul style="list-style-type: none"> <li><u>use of CLASS/LASS/Custom Features;</u></li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<ul style="list-style-type: none"> <li><u>calls to information providers reached via SBC MISSOURI facilities and contracted by SBC MISSOURI;</u></li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<ul style="list-style-type: none"> <li>calls to <u>directory assistance</u> where <u>SBC MISSOURI</u> provides such service to an CLEC customer;</li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<ul style="list-style-type: none"> <li>calls <u>completed via SBC MISSOURI-provided operator services</u> where <u>SBC MISSOURI</u> provides such service to CLEC's local service customer;</li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<ul style="list-style-type: none"> <li><u>records will include complete call detail and complete timing information for unbundled Network Elements.</u></li> </ul>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>SBC MISSOURI will provide Usage Data for calls that SBC MISSOURI records (e.g., unbundled local switching, but not loops).</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>3.2 SBC MISSOURI will provide Usage Data for completed calls only for Elements that SBC MISSOURI records (e.g., unbundled local switching, but not loops).</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<p><u>3.3 CLEC is responsible for payment of 976 intraLATA information service revenue billed to CLEC by SBC MISSOURI. CLEC will attempt to resolve all its end-user 976 intraLATA information service charge inquires prior to requesting an adjustment from SBC MISSOURI. CLEC will make a comparable attempt to collect all 976 intraLATA charges as it makes to collect its own 900 information service charges. The Parties agree to establish settlement procedures to permit CLEC to receive adjustments from SBC MISSOURI for amounts CLEC customers refuse to pay for 976 services charges forwarded by SBC MISSOURI to CLEC for billing.</u></p>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 73	<p><u>3.4 SBC MISSOURI will not adjust 976 charges without investigation by CLEC. Prior to requesting an adjustment under this subsection, CLEC will attempt to sustain 976 charges and make good faith efforts to collect said amounts from its end user customers in accordance with the procedures outlined for "Company" in SBC MISSOURI's standard Contract For Information Delivery Service Dial 976, Section 11, dated September 20, 1989, or as otherwise mutually agreed to by the Parties.</u></p>		The CLEC Coalition's language is not consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>4.0 Usage Data Format</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>4.1 SBC MISSOURI will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide, or as otherwise agreed to by the Parties. SBC MISSOURI shall promptly update its User's Guide to reflect any change it makes to the coding of call records. As of the date this Agreement becomes effective, SBC MISSOURI shall update its User's Guide, as necessary, to accurately reflect its coding of call records and shall issue an Accessible Letter stating that its User's Guide is accurate and complete as of that date.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>4.2 SBC MISSOURI will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI guidelines.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>4.4 Where technically feasible, SBC MISSOURI will provide CLEC with recordings which will permit it to render interLATA and intraLATA access bills and end-user bills associated with the use of unbundled network elements. Where such capability is not available (e.g., originating 800 and terminating access calls), SBC MISSOURI will continue to seek cost effective solutions and in the meantime will ensure that CLEC, as the local service provider, incurs no charges for the provision of such dialing capabilities to its customers.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.0 Usage Data Requirements</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.1 SBC MISSOURI will pack and organize the Usage Data according to EMI guidelines.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.2 SBC MISSOURI will provide Usage Data to a CLEC locations as agreed to by the Parties.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.3 SBC MISSOURI will transmit formatted Usage Data to CLEC over Network Data Mover Network using CONNECT:Direct protocol, or otherwise agreed to by the Parties.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.4 CLEC and SBC MISSOURI will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>5.5. SBC MISSOURI will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>5.6 The IS Call Center is designated by SBC MISSOURI as the single point of contact to respond to CLEC record transmission inquiries. SBC MISSOURI shall establish a single point of contact to respond to CLEC call usage and data error inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within forty-five (45) calendar days, SBC MISSOURI shall have no further obligation to recover the data and shall have no further liability to the CLEC.</u>		THE CLEC Coalition's language is not consistent with the Arbitrator's Report.
CC UNE 73	<u>5.7 Cost for successfully delivered data recreations should be negotiated with Account Management. SBC MISSOURI shall deliver data recreations at no charge to CLEC where the transmission error/data error is due to SBC MISSOURI's fault.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>5.8 If, despite timely notification by CLEC, message detail is lost and unrecoverable as a direct result of SBC MISSOURI having lost or damaged tapes or incurred system outages while performing recording, assembly and editing, rating, message processing, and/or transmission of message detail, SBC MISSOURI and CLEC will jointly estimate the volume of lost messages and associated revenue based on information available to it concerning the average revenue per minute for the average interstate and/or intrastate call. In such events, SBC MISSOURI's liability to CLEC shall be limited to one (1) of the following two (2) alternatives from which CLEC may choose: 1) the granting of a credit adjusting amounts otherwise due from it equal to the estimated net lost revenue associated with the lost message detail, or 2) a direct reimbursement for such amount of estimated net lost revenue.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>6.0 Charges</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>6.1 SBC MISSOURI will bill and CLEC will pay the charges set forth in this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

Attachment III.B Part 3 Detailed Language Decision Matrix			
DP Issue: Section 3 - UNE			
CLEC/Group DPL Issue #	CLEC Language	SBC Language	Arbitrator's Report
CC UNE 73	<u>7.0 Local Account Maintenance</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<p>7.1 <u>When CLEC purchases certain Network Elements from SBC MISSOURI, SBC MISSOURI will provide CLEC with Local Account Maintenance. When SBC MISSOURI is acting as the switch provider for CLEC, where CLEC is employing UNEs to provide local service, SBC MISSOURI will notify CLEC whenever the local service customer disconnects switch port (e.g., WTN) service from local service customer discounts switch port (e.g., WTN) service from CLEC to another local service provider. SBC MISSOURI will provide this notification via a mutually agreeable 4 digit Local Use Transaction Code Status Indicator (TCSI) that will indicate the retail customer is terminating local service with CLEC. SBC MISSOURI will transmit the notification, via the Network Data Mover Network using the CONNECT:Direct protocol, within five (5) days of SBC MISSOURI reprovisioning the switch. The TCSI, sent by SBC MISSOURI, will be in the 960 byte industry standard CARE record format. CLEC will pay to SBC MISSOURI a per transaction charge of \$0.08 (4) for SBC MISSOURI's transmission of the change notification.</u></p>		<p>The CLEC Coalition's language is consistent with the Arbitrator's Report.</p>



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<p><u>7.2 SBC MISSOURI will accept account changes that affect only the pre-subscribed intraLATA and/or interLATA toll provider (PIC) through the following procedure: SBC MISSOURI will accept an LD "PIC Only" Change via the service Order feed to provision the LD change in SBC MISSOURI's network. SBC MISSOURI will convey the confirmation of the "PIC Only" change via the Work Order Completion feed. In addition, SBC MISSOURI will reject, via the industry standard CARE Record 3148, any Interexchange Carrier initiated change of the Primary Interexchange Carrier (PIC), where SBC MISSOURI is the switch provider either for the retail local services of SBC MISSOURI that CLEC resells or UNEs of SBC MISSOURI that CLEC employs in providing service.</u></p>		<p>The CLEC Coalition's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>7.3 These procedures are in addition to Service Order Procedures set forth in Attachment 7: Ordering and Provisioning UNE. SBC MISSOURI will meet the Local Account Maintenance requirements set out in CLEC, Unbundled Network Element: Interconnection Interface Requirements, "Account Maintenance," version 1.0 (September 19, 1996), as updated or as the Parties may otherwise agree.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>8.0 Alternatively Billed Calls</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<u>8.1 Calls that are placed using the services of SBC MISSOURI or another LEC or LSP and billed to an unbundled Network Element (e.g., switch port) of CLEC are called "Incollects." Calls that are placed using CLEC Network Elements (e.g., switch port) and billed to a SBC MISSOURI line or other LEC or LSP are called "Outcollects."</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<p>8.2 <u>Outcollects: SBC MISSOURI will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.). SBC MISSOURI has agreed to transmit such data on a daily basis. CLEC as the Local Service Provider (LSP) will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end user billing. CLEC will be compensated by the billing company for the revenue it is due. A message charge for SBC MISSOURI's transmission of Outcollect messages to CLEC is applicable, and SBC MISSOURI will bill CLEC for the transmission charge.</u></p>		<p>The CLEC Coalition's language is consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<p>8.3 <u>Incollects</u>: For messages that originate from a number other than the billing number and that are billable to CLEC customers (Incollects), SBC MISSOURI will provide the rated messages it receives from the CMDS1 network or which SBC MISSOURI records (non-ICS) to CLEC for billing to CLEC's end-users. SBC MISSOURI will transmit such data on a daily basis. SBC MISSOURI will credit CLEC the Billing and Collection (B&amp;C) fee for billing the Incollects. The B&amp;C credit will be provided in accordance with the procedures set forth in Attachment 4: Connectivity Billing-Resale of the Agreement and the credit will be \$.05 per billed message. CLEC and SBC MISSOURI have stipulated that a per message charge for SBC MISSOURI's transmission of Incollect messages to CLEC is applicable, and SBC MISSOURI will bill CLEC for the transmission charge. Uncollectible charges are defined as ABT charges billed to CLEC by SBC MISSOURI which are not able to be collected by CLEC from CLEC's End User's despite collection efforts by CLEC. This term does not include "rejects", "unbil</p>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
CC UNE 73	<p>9.0 Pricing</p>		The CLEC Coalition's language is consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
CC UNE 73	<u>Charges for the relevant services provided under this Attachment are included in Attachment 6, Appendix Pricing UNE Schedule of Prices.</u>		The CLEC Coalition's language is consistent with the Arbitrator's Report.
<b>AT&amp;T UNE 17</b>	<u>4.7 Notwithstanding the foregoing, SBC MISSOURI loops that employ Next Generation Digital Loop Carrier (NGDLC), technology may include one or more transmission facilities between one or more distribution frames, digital loop carriers (DLC) and remotely deployed DSLAM, owned or controlled by SBC MISSOURI. Access to the unbundled Local Loop network element shall also include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.</u>	<b>4.9.3</b> "Hybrid Loops." SBC MISSOURI will provide AT&T with access to hybrid loops in accordance with the FCC's <b>lawful and effective rule, 47 C.F.R. §51.319(a)(2)</b> , as such rule may be modified from time to time. <b>A Hybrid Loop is a local loop composed of both fiber optic cable usually in the feeder plant, and copper wire or cable, usually in the distribution plant.</b>	4.7 - AT&T's language is consistent with the Arbitrator's Report. 4.9.3 - SBC's language is not consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
AT&T UNE 17		<p>4.9.3.1 Packet switching facilities, features, functions, and capabilities. SBC MISSOURI is not required to provide unbundled access to the packet switched features, functions and capabilities of its hybrid loops. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to</p>	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 22</b>	9.1.1 <u>"Local Loop" means a transmission facility between a distribution frame (or its equivalent) in SBC MISSOURI's Central Office and the loop demarcation point (marking the end of SBC MISSOURI's control of the Loop) at a end user customer premises, including inside wire owned by SBC MISSOURI. The Loop includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber, all electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premises. The term "Loop" includes, but is not limited to, DS1, DS3, and Dark Fiber Loops.</u>	9.1.1 <b>"Lawful UNE Local Loop" is defined as a transmission facility between a distribution frame (or its equivalent) in SBC MISSOURI's central office and the loop demarcation point at an End User premises. This element includes all features, functions, and capabilities of such transmission facility, including the Lawful UNE Network Interface Device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User premises as well as any inside wire owned or controlled by SBC MISSOURI that is part of that transmission path.</b>	MCI's language is most consistent with the Arbitrator's Report.
<b>MCI UNE 22</b>	SBC and MCI mutually agreed to the following at 9.1.4:	SBC and MCI mutually agreed to the following at 9.1.4:	
<b>MCI UNE 22</b>	9.1.4 A "DS1 Loop" is a digital Lawful UNE Local Loop having a total digital signal speed of 1.544 megabytes per second.	9.1.4 A "DS1 Loop" is a digital Lawful UNE Local Loop having a total digital signal speed of 1.544 megabytes per second.	No dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>MCI UNE 24</b>	<p>9.2 Lawful UNE Copper Loops. SBC MISSOURI shall provide to MCI, upon MCI's request, Lawful UNE copper Loops on an unbundled basis. A Lawful UNE Copper Loop is a stand-alone Lawful UNE Local Loop comprised entirely of copper wire or cable. Lawful UNE Copper Loops include two-wire and four-wire Lawful UNE analog voice-grade copper loops, Lawful UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the Lawful UNE copper Loops are in service, or held as spares, or newly deployed. Lawful UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.</p>	<p>9.2 Lawful UNE Copper Loops. SBC MISSOURI shall provide to MCI, upon MCI's request, Lawful UNE copper Loops on an unbundled basis, <b>if available.</b> A Lawful UNE Copper Loop is a stand-alone Lawful UNE Local Loop comprised entirely of copper wire or cable. Lawful UNE Copper Loops include two-wire and four-wire Lawful UNE analog voice-grade copper loops, Lawful UNE digital copper loops (e.g., DS0s and integrated services digital network lines), as well as two-wire and four-wire copper loops conditioned to transmit the digital signals needed to provide digital subscriber line ("DSL") services, regardless of whether the Lawful UNE copper Loops are in service, or held as spares, or newly deployed. Lawful UNE Copper Loops include attached electronics using time division multiplexing technology, but does not include packet switching capabilities.</p>	<p>MCI's language is most consistent with the Arbitrator's Report.</p>



**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 24	15.2 Subject to the limitations set forth in Section 5 ("Transition") of this Appendix Lawful UNE, SBC MISSOURI shall provide MCIm with nondiscriminatory access to DS1 and DS3 Lawful UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement only over routes that have not been Declassified.	15.2 Subject to the limitations set forth in Section 5 ("Transition") of this Appendix Lawful UNE, SBC MISSOURI shall provide MCIm with nondiscriminatory access to DS1 and DS3 Lawful UNE Dedicated Transport on an unbundled basis in accordance with the requirements of this Agreement <b>only where such facilities exist at the time of MCIm's request and</b> only over routes that have not been Declassified.	SBC's language is most consistent with the Arbitrator's Report.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
MCI UNE 24	<p><b>20.1.9</b> Access to Lawful unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as SBC MISSOURI may elect at its own discretion, but also at parity and on a nondiscriminatory basis. SBC MISSOURI will provide access to Lawful unbundled Network Elements where technically feasible. <u>Where facilities are not available, SBC MISSOURI will make modifications and engage in construction to provide unbundled Network Elements on a nondiscriminatory basis as it does for itself, its subsidiaries, its affiliates, and third parties.</u></p>	<p>20.1.19 Access to Lawful unbundled Network Elements is provided under this Agreement over such routes, technologies, and facilities as SBC MISSOURI may elect at its own discretion, but also at parity and on a nondiscriminatory basis. SBC MISSOURI will provide access to Lawful unbundled Network Elements where technically feasible. <b>Where facilities and equipment are not available SBC MISSOURI shall not be required to provide Lawful UNEs. However MCI may request and to the extent required by law, SBC MISSOURI may agree to provide Lawful UNEs, through the Bona Fide Request (BFR) process outlined in Appendix BFR.</b></p>	<p>SBC's language is most consistent with the Arbitrator's Report.</p>

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
<b>Wiltel UNE 24</b>	<p>8.2 <u>A</u> Lawful UNE Local Loop is a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. SBC-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The Lawful UNE Local Loop includes all features, functions and capabilities of the transmission facility, including attached electronics (except those electronics used for the provision of advanced services, such</p>	<p>8.2 A Lawful UNE Local Loop is a transmission facility between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. SBC-13STATE will make available the Lawful UNE Local Loops set forth herein below between a distribution frame (or its equivalent) in an SBC-13STATE Central Office and the loop demarcation point at an End User premises. The Parties acknowledge and agree that SBC-13STATE shall not be obligated to provision any of the Lawful UNE Local Loops provided for herein to cellular sites or to any other location that does not constitute an End User premises. Where applicable, the Lawful UNE Local Loop includes all wire within multiple dwelling and tenant buildings and campuses that provides access to End User premises wiring, provided such wire is owned and controlled by SBC-13STATE. The Lawful UNE Local Loop includes all features, functions</p>	No apparent dispute.

**Attachment III.B Part 3 Detailed Language Decision Matrix**

**DP Issue: Section 3 - UNE**

<b>CLEC/Group DPL Issue #</b>	<b>CLEC Language</b>	<b>SBC Language</b>	<b>Arbitrator's Report</b>
Wiltel UNE 24	<u>18.4.4 DS1 Digital Loop to Lawful UNE Connection Methods point of access</u>	18.4.4 None	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	<u>18.4.5 DS3 Digital Loop to Lawful UNE Connection Methods point of access</u>	18.4.5 None	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	18.5.5 2-Wire <u>and 4-Wire DS1</u> Digital Loop to Collocation	18.5.5 2-Wire Digital Loop to Collocation	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	18.5.6 2-Wire <u>and 4-Wire DS1</u> Digital Loop to Collocation (without testing)	18.5.6 2-Wire Digital Loop to Collocation (without testing)	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	<u>18.5.11 DS3 Digital Loop to Collocation</u>	18.5.11 None	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	<u>18.5.12 DS3 Digital Loop to Collocation (without testing)</u>	18.5.12 None	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	18.7.3 2-Wire <u>and 4-Wire DS1</u> Digital Loop to Adjacent Location Method point of access	18.7.3 2-Wire Digital Loop to Adjacent Location Method point of access	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24	<u>18.7.5 DS3 Digital Loop to Adjacent Location Method point of access</u>	18.7.5 None	Wiltel's language is most consistent with the Arbitrator's Report.
Wiltel UNE 24			