

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for arbitration of interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications Company L.P.

DOCKET NO. 100176-TP

In re: Petition for arbitration of interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners.

DOCKET NO. 100177-TP

ORDER NO. PSC-10-0481-PCO-TP

ISSUED: August 2, 2010

**ORDER ESTABLISHING PROCEDURE**  
**AND**  
**CONSOLIDATING DOCKETS**

**I. Case Background & Consolidation**

On April 9, 2010, BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") filed petitions for arbitration of its Interconnection Agreements ("ICAs") with Sprint Communications Company, Sprint Spectrum, L.P., Nextel South Corporation, and NPCR, Inc. d/b/a Nextel Partners (collectively referred to as "Sprint").<sup>1</sup> One petition, assigned Docket No. 100176-TP, concerns wireline interconnection and involves only Sprint Communications Company L.P. (sometimes referred to as "Sprint CLEC"). The second petition, assigned Docket No. 100177-TP, concerns interconnection between AT&T and Sprint's wireless companies (Sprint Spectrum, L.P., Nextel South Corporation, and NPCR, Inc., sometimes referred to as "Sprint CMRS"). In its petitions, AT&T asks that the Florida Public Service Commission ("Commission") arbitrate unresolved issues in AT&T's ICAs with Sprint, and establish terms and conditions for two interconnection agreements (wireless and wireline) between AT&T and Sprint. On May 4, 2010, Sprint filed a joint response to AT&T's two petitions. An issue identification meeting was held on July 19, 2010, and this matter has been scheduled for an administrative hearing to take place December 1 - 3 and 6, 2010.

Also on May 4, 2010, Sprint filed a Motion to Consolidate Arbitration Proceedings (Document No. 03718-10 in both dockets), and on May 11, 2010, AT&T filed a Response to Motion to Consolidate and to Procedural Proposals in Sprint CLEC's Response to Petition for Arbitration (Document No. 03957-10). On May 21, 2010, the parties advised that they had agreed to consolidation of these dockets and the use of a consolidated decision point list ("DPL"); this is in part based upon the parties' understanding that although two separate

<sup>1</sup> These companies have agreed to joint representation in the proceedings, and consequently, unless specifically noted to the contrary, any reference to "Sprint" refers to all of the companies collectively.

DOCUMENT NUMBER DATE

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FPSC-COMMISSION OFFICE

Interconnection Agreements will result from these proceedings, they will share many common issues.

Upon review, I find that consolidation of these dockets will promote the just, speedy and less expensive resolution of the proceedings, and will not unduly prejudice the rights of any party. Accordingly, Docket Nos. 100176-TP and 100177-TP are hereby consolidated for all purposes. Both dockets shall remain open, and while all filings shall be made in Docket No. 100176-TP,<sup>2</sup> all filings shall be captioned with both docket numbers. The consolidated cases will be governed by the procedures set forth below.

This Order is issued pursuant to the authority granted by Rule 28-106.211, Florida Administrative Code (F.A.C.), which provides that the presiding officer before whom a case is pending may issue any orders necessary to effectuate discovery, prevent delay, and promote the just, speedy, and inexpensive determination of all aspects of the case.

## **II. General Filing Procedures**

In accordance with Rule 25-22.028, F.A.C., parties filing documents in this proceeding shall submit the original document and the appropriate number of copies to the Office of Commission Clerk for filing in the Commission's docket file. Filings may be made by mail, hand delivery, courier service, or in some instances electronically. Please refer to the rule for the requirements of filing on diskette for certain utilities. To the extent possible, all filings made electronically or on diskette shall be provided in Microsoft Word format. Filings pertaining to these dockets should identify the assigned docket numbers and should be addressed to:

Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

## **III. Tentative List of Issues**

A list of the issues identified thus far in this proceeding is attached hereto as Attachment A. The scope of this proceeding will be based upon these issues as well as other issues raised by the parties up to and during the Prehearing Conference, unless modified by the Commission. Pursuant to Florida Commission practice, issues are numbered sequentially. Because AT&T & Sprint are in litigation in various jurisdictions, they have found it convenient to use an alternative numbering system in their Disputed Positions List. Recognizing the multi-state nature of the parties' issues and positions, all filings in these two Florida dockets, including, without limitation, prefiled testimony and discovery, shall reference both the Florida sequential number and the multi-state identifying number.

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<sup>2</sup> Given the large number of issues, and what is expected to be voluminous testimony and exhibits, simple economy dictates that filings should only be made in one docket. I am advised that this Commission's Clerk has procedures so that documents filed in one docket are cross-referenced in the other.

**IV. Prefiled Testimony and Exhibits**

Each party shall file, in writing, all testimony and exhibits that it intends to sponsor, pursuant to the schedule set forth in Section IX of this Order. An original and 25 copies of all testimony and exhibits shall be filed with the Office of Commission Clerk, by 5:00 p.m. on the date due. A copy of all prefiled testimony and exhibits shall be served by regular mail, overnight mail, or hand delivery to all other parties and staff no later than the date filed with the Commission. Failure of a party to timely prefile exhibits and testimony from any witness in accordance with the foregoing requirements may bar admission of such exhibits and testimony.

Testimony shall be typed on 8 ½ inch x 11 inch transcript-quality paper, double-spaced, with 25 numbered lines, on consecutively numbered pages, with left margins sufficient to allow for binding (1.25 inches).

Each exhibit sponsored by a witness in support of his or her prefiled testimony shall be:

- (1) Attached to that witness' testimony when filed;
- (2) Sequentially numbered beginning with 1 (any exhibits attached to subsequently filed testimony of the same witness shall continue the sequential numbering system);
- (3) Identified in the upper right-hand corner of each page by the docket numbers, a brief title, and the witness' initials followed by the exhibit's number; and
- (4) Paginated by showing in the upper right-hand corner of each page the page number followed by the total number of pages in the exhibit.

An example of the information to appear in the upper right-hand corner of the exhibit is as follows:

Docket Nos. 100000-TP & 100001-TP  
Foreign Coal Shipments to Port of Tampa  
Exhibit BLW-1, Page 1 of 2

After an opportunity for opposing parties to object to introduction of the exhibits and to cross-examine the witness sponsoring them, exhibits may be offered into evidence at the hearing.

**V. Discovery Procedures**

**A. General Requirements**

Discovery shall be conducted in accordance with the provisions of Chapter 120, Florida Statutes. (F.S.), and the relevant provisions of Chapter 364, F.S., Rules 25-22, 25-40, and 28-106, F.A.C., and the Florida Rules of Civil Procedure (as applicable), as modified herein or as may be subsequently modified by the Prehearing Officer. AT&T and Sprint have agreed to regional discovery procedures applicable to the arbitration proceedings in Florida as well as the following jurisdictions: North Carolina, Georgia, Kentucky, Wisconsin, Tennessee, South

Carolina, Alabama, Louisiana and Mississippi ("Arbitration States"). Unless subsequently modified by the Prehearing Officer, the following shall apply:

- (1) Discovery shall be completed by November 16, 2010;
- (2) Discovery requests shall be served by e-mail, hand delivery, or overnight mail. If a request is served electronically, a hard copy of the request shall be served by hand-delivery, U.S. Mail, or overnight mail on the day that the request is served electronically;
- (3) Sets of interrogatories, requests for admissions, requests for production of documents, or other forms of discovery shall be numbered sequentially in order to facilitate their identification;
- (4) Within each set, discovery requests shall be numbered sequentially, and any discovery requests in subsequent sets shall continue the sequential numbering system;
- (5) Objections to discovery shall be served within 10 calendar days of service of the request;
- (6) Discovery responses shall be served within 21 calendar days (inclusive of mailing) of receipt of the discovery request. If responses are served electronically, a hard copy of the responses shall be served by hand-delivery, U.S. Mail, or overnight mail on the day that responses are served electronically;
- (7) Each page of every document produced pursuant to requests for production of documents shall be identified individually through the use of a Bates Stamp or other equivalent method of sequential identification. Parties should number their produced documents in an unbroken sequence through the final hearing;
- (8) Copies of discovery requests and responses shall be served on parties other than the party from whom discovery is sought to the extent required by the applicable provisions of the Florida Rules of Civil Procedure. In addition, copies of all responses to requests for production of documents shall be provided to the Commission staff at its Tallahassee office unless otherwise agreed.

When a discovery request is served and the respondent intends to seek clarification of any portion of the discovery request, the respondent shall request such clarification within 5 days of service of the discovery request. This procedure is intended to reduce delay in resolving discovery disputes.

AT&T and Sprint have agreed that written discovery by AT&T and Sprint shall be limited to a total of 100 distinct discovery requests of any type from each for all arbitrations pending or to be filed in the Arbitration States. Parts and subparts of a request shall be counted as separate requests. A given request shall be counted as a single request even though it may seek information regarding more than one Arbitration State or (insofar as AT&T and Sprint may be required to propound or file discovery in more than one state covered by the stipulation) has been propounded in more than one state.

Discovery by Commission staff is subject to the following limitations: interrogatories, including all subparts, shall be limited to 500; requests for production of documents, including

all subparts, shall be limited to 300; requests for admissions, including all subparts shall be limited to 200.

AT&T and Sprint have agreed that neither AT&T nor Sprint will initiate deposition discovery. However, if Commission staff or the Office of Public Counsel seeks deposition discovery AT&T and Sprint may request that such deposition discovery be coordinated with deposition discovery sought in any other state. Responses to discovery propounded in states other than Florida (including discovery propounded by commission staff or statutory advocates in such states) shall be served on this Commission's staff. Any time before the close of the arbitration hearing record in this docket, AT&T, Sprint, or Commission staff may move for admission of discovery responses timely propounded in Florida or another state in accordance with the discovery deadline of November 16, 2010, and neither AT&T nor Sprint shall object to the admission of such discovery on the basis that the discovery was propounded and answered in another state. Notwithstanding the foregoing, AT&T, Sprint and Commission staff reserve their right to object to admissibility based on any other grounds.

**B. Confidential Information Provided Pursuant to Discovery**

Any information provided to the Commission staff pursuant to a discovery request by the staff or any other person and for which proprietary confidential business information status is requested pursuant to Section 364.183, F.S., and Rule 25-22.006, F.A.C., shall be treated by the Commission as confidential. The information shall be exempt from Section 119.07(1), F.S., pending a formal ruling on such request by the Commission or pending return of the information to the person providing the information. If no determination of confidentiality has been made and the information has not been made a part of the evidentiary record in this proceeding, it shall be returned to the person providing the information. If a determination of confidentiality has been made and the information was not entered into the record of this proceeding, it shall be returned to the person providing the information within the time period set forth in Section 364.183(4), F.S.. The Commission may determine that continued possession of the information is necessary for the Commission to conduct its business.

When a person provides information that it maintains as proprietary confidential business information to the Office of Public Counsel pursuant to a discovery request by the Office of Public Counsel or any other party, that party may request a temporary protective order pursuant to Rule 25-22.006(6)(c), F.A.C., exempting the information from Section 119.07(1), F.S.

When a party other than the Commission staff or Office of Public Counsel requests information through discovery that the respondent maintains as proprietary confidential business information, or when such a party would otherwise be entitled to copies of such information requested by other parties through discovery (e.g., interrogatory responses), that party and respondent shall endeavor in good faith to reach agreement that will allow for the exchange of such information on reasonable terms, as set forth in Rule 25-22.006(7)(b), F.A.C.

**VI. Prehearing Procedures**

**A. Prehearing Statements**

All parties in these dockets and the Commission staff shall file a prehearing statement pursuant to the schedule set forth in Section IX of this Order.<sup>3</sup> The original and seven copies of each prehearing statement shall be filed with the Office of Commission Clerk by 5:00 p.m. on the date due. A copy of the prehearing statement shall be served on all other parties and staff no later than the date it is filed with the Commission.

Each party's prehearing statement shall set forth the following information in the sequence listed below:

- (1) The name of all known witnesses whose testimony has been prefiled or who may be called by the party, along with subject matter of each such witness' testimony;
- (2) A description of all prefiled exhibits and other exhibits that may be used by the party in presenting its direct case (including individual components of a composite exhibit) and the witness sponsoring each;
- (3) A statement of the party's basic position in the proceeding;
- (4) A statement of each question of fact, question of law, and policy question that the party considers at issue,<sup>4</sup> along with the party's position on each issue, and, where applicable, the names of the party's witness(es) who will address each issue. Parties who wish to maintain "no position at this time" on any particular issue or issues should refer to the requirements of subsection C, below;
- (5) A statement of issues to which the parties have stipulated;
- (6) A statement of all pending motions or other matters the party seeks action upon;
- (7) A statement identifying the party's pending requests or claims for confidentiality;
- (8) Any objections to a witness' qualifications as an expert. Failure to identify such objection will result in restriction of a party's ability to conduct voir dire absent a showing of good cause at the time the witness is offered for cross-examination at hearing; and
- (9) A statement as to any requirement set forth in this order that cannot be complied with, and the reasons therefore.

Failure of a party to timely file a prehearing statement shall be a waiver of any issue not raised by other parties or by the Commission. In addition, such failure shall preclude the party from presenting testimony in support of its position on each such issue.

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<sup>3</sup> Sprint shall file one consolidated prehearing statement.

<sup>4</sup> To the extent that a party's position on an issue varies between wireless and landline ICAs, the party may take two positions, clearly identifying which applies to wireless and which applies to landline.

B. Attendance at Prehearing Conference

Pursuant to Rule 28-106.209, F.A.C., a prehearing conference will be held November 10, 2010, at the Betty Easley Conference Center, 4075 Esplanade Way, Tallahassee, Florida. Unless excused by the Prehearing Officer for good cause shown, each party (or designated representative) shall personally appear at the prehearing conference. Failure of a party (or that party's representative) to appear shall constitute waiver of that party's issues and positions, and that party may be dismissed from the proceeding.

C. Waiver of Issues

Any issue not raised by a party either before or during the Prehearing Conference shall be waived by that party, except for good cause shown. A party seeking to raise a new issue after the Prehearing Conference shall demonstrate each of the following:

- (1) The party was unable to identify the issue because of the complexity of the matter;
- (2) Discovery or other prehearing procedures were not adequate to fully develop the issue;
- (3) Due diligence was exercised to obtain facts touching on the issue;
- (4) Information obtained subsequent to the Prehearing Conference was not previously available to enable the party to identify the issue;
- (5) Introduction of the issue would not be to the prejudice or surprise of any party.

Specific reference shall be made to the information received and how it enabled the party to identify the issue.

Unless a matter is not at issue for that party, each party shall take a position on each issue by the time of the Prehearing Conference or by such later time as may be permitted by the Prehearing Officer. If a party is unable through diligence and good faith efforts to take a position on a matter at issue for that party, it shall explicitly state in its Prehearing Statement why it cannot take a position. If the Prehearing Officer finds that the party has acted diligently and in good faith to take a position, and further finds that the party's failure to take a position will not prejudice other parties or confuse the proceeding, the party may maintain "no position at this time" prior to hearing and thereafter identify its position in a post-hearing statement of issues. In the absence of such a finding by the Prehearing Officer, the party shall have waived the entire issue, and the party's position shall be shown as "no position" in the Prehearing Order. When an issue and position have been properly identified, any party may adopt that issue and position in its post-hearing statement. Commission staff may take "no position at this time" or a similar position on any issue without having to make the showing described above.

D. Motions to Strike Prefiled Testimony and Exhibits

Motions to strike any portion of the prefiled testimony and related portions of exhibits of any witness shall be made in writing no later than the Prehearing Conference. Motions to strike

any portion of prefiled testimony and related portions of exhibits at hearing shall be considered untimely, absent good cause shown.

E. Demonstrative Exhibits

If a party wishes to use a demonstrative exhibit or other demonstrative tools at hearing, such materials must be identified by the time of the Prehearing Conference.

F. Official Recognition

Parties seeking official recognition of materials pursuant to Section 120.569(2)(i), F.S., shall notify all other parties and staff in writing no later than two business days prior to the first scheduled hearing date. Such notification shall identify all materials for which the party seeks official recognition, and to the extent such materials may not be readily available to all parties, such materials shall be provided along with the notification.

**VII. Hearing Procedures**

A. Attendance at Hearing

Unless excused by the Presiding Officer for good cause shown, each party (or designated representative) shall personally appear at the hearing. Failure of a party, or that party's representative, to appear shall constitute waiver of that party's issues, and that party may be dismissed from the proceeding.

Likewise, all witnesses are expected to be present at the hearing unless excused by the Presiding Officer upon the staff attorney's confirmation prior to the hearing date of the following:

- (1) All parties agree that the witness will not be needed for cross examination;
- (2) All Commissioners assigned to the panel do not have questions for the witness.

In the event a witness is excused in this manner, his or her testimony may be entered into the record as though read following the Commission's approval of the proposed stipulation of that witness' testimony.

B. Cross-Examination

The parties shall avoid duplicative or repetitious cross-examination. Further, friendly cross-examination will not be allowed. Cross-examination shall be limited to witnesses whose testimony is adverse to the party desiring to cross-examine. Any party conducting what appears to be a friendly cross-examination of a witness should be prepared to indicate why that witness's direct testimony is adverse to its interests.



C. Use of Confidential Information at Hearing

It is the policy of this Commission that all Commission hearings be open to the public at all times. The Commission also recognizes its obligation pursuant to Section 364.183, F.S., to protect proprietary confidential business information from disclosure outside the proceeding. Therefore, any party wishing to use any proprietary confidential business information, as that term is defined in Section 364.183, F.S., at the hearing shall adhere to the following:

- (1) When confidential information is used in the hearing, parties must have copies for the Commissioners, necessary staff, and the court reporter, in red envelopes clearly marked with the nature of the contents. Any party wishing to examine the confidential material that is not subject to an order granting confidentiality shall be provided a copy in the same fashion as provided to the Commissioners, subject to execution of any appropriate protective agreement with the owner of the material;
- (2) Counsel and witnesses are cautioned to avoid verbalizing confidential information in such a way that would compromise confidentiality. Therefore, confidential information should be presented by written exhibit when reasonably possible.

At the conclusion of that portion of the hearing that involves confidential information, all copies of confidential exhibits shall be returned to the proffering party. If a confidential exhibit has been admitted into evidence, the copy provided to the court reporter shall be retained in the Office of Commission Clerk's confidential files. If such information is admitted into the evidentiary record at hearing and is not otherwise subject to a request for confidentiality filed with the Commission, the source of the information must file a request for confidential classification of the information within 21 days of the conclusion of the hearing, as set forth in Rule 25-22.006(8)(b), F.A.C., if continued confidentiality of the information is to be maintained.

**VIII. Post-Hearing Procedures**

If the Commission (or assigned panel) does not render a bench decision at the hearing, it may allow each party to file a post-hearing statement of issues and positions pursuant to the schedule set forth in Section IX of this Order.<sup>5</sup> In such event, a summary of each position of no more than 50 words, set off with asterisks, shall be included in that statement. In the event that a party's position is substantially different between the wireline and wireless ICAs, the party shall have 50 words for each separate summary. If a party's position has not changed since the issuance of the prehearing order, the post-hearing statement may simply restate the prehearing position. However, each such position must be reduced to no more than 50 words. If a post-hearing statement is required and a party fails to file in conformance with the rule, that party shall have waived all issues and may be dismissed from the proceeding.

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<sup>5</sup> Sprint shall file one consolidated post-hearing statement of issues and positions.

Pursuant to Rule 28-106.215, F.A.C., and unless modified by the Presiding Officer: a party's main brief shall total no more than 150 pages; findings of fact and conclusions of law, if any, shall be filed at the same time as the main brief and shall count against the 150 page limit; a party's reply brief shall be strictly limited to legal arguments and shall total no more than 20 pages.

**IX. Controlling Dates**

The following dates have been established to govern the key activities of this case:

- |                                     |                            |
|-------------------------------------|----------------------------|
| (1) Direct testimony and exhibits   | August 25, 2010            |
| (2) Rebuttal testimony and exhibits | October 6, 2010            |
| (3) Prehearing Statements           | October 27, 2010           |
| (4) Prehearing Conference           | November 10, 2010          |
| (5) Discovery deadline              | November 16, 2010          |
| (6) Hearing                         | December 1 – 3 and 6, 2010 |
| (7) Briefs                          | January 20, 2011           |
| (8) Reply Briefs                    | February 21, 2011          |

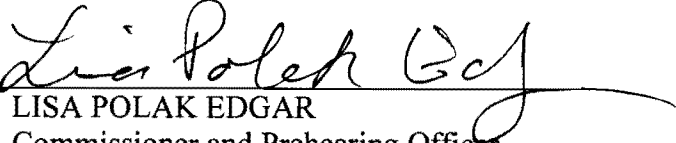
In addition, the Prehearing Officer may exercise the discretion to schedule additional prehearing conferences or meetings of the parties as deemed appropriate. Such meetings will be properly noticed to afford the parties an opportunity to attend.

Based upon the foregoing, it is

ORDERED by Commissioner Lisa Polak Edgar, as Prehearing Officer, that Docket Nos. 100176-TP and 100177-TP are hereby consolidated for all purposes. It is further

ORDERED that the provisions of this Order shall govern this proceeding unless modified by the Commission.

By ORDER of Commissioner Lisa Polak Edgar, as Prehearing Officer, this 2nd day of August, 2010.

  
LISA POLAK EDGAR  
Commissioner and Prehearing Officer

(SEAL)

CWM

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

Any party adversely affected by this order, which is preliminary, procedural or intermediate in nature, may request: (1) reconsideration within 10 days pursuant to Rule 25-22.0376, Florida Administrative Code; or (2) judicial review by the Florida Supreme Court, in the case of an electric, gas or telephone utility, or the First District Court of Appeal, in the case of a water or wastewater utility. A motion for reconsideration shall be filed with the Office of Commission Clerk, in the form prescribed by Rule 25-22.0376, Florida Administrative Code. Judicial review of a preliminary, procedural or intermediate ruling or order is available if review of the final action will not provide an adequate remedy. Such review may be requested from the appropriate court, as described above, pursuant to Rule 9.100, Florida Rules of Appellate Procedure.

ISSUES LIST

*[Italicized number following each issue refers to the issue's identifying number in the parties' Joint Proposed Issues List, filed July 15, 2010, Document No. 05806-10].*

I. Provisions related to the Purpose and Scope of the Agreements

1. *I.A.(1)* What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA?
2. *I.A.(2)* Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service?
3. *I.A.(3)* Should the CMRS ICA permit Sprint to send Interconnected VoIP traffic to AT&T?
4. *I.A.(4)* Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint?
5. *I.A.(5)* Should the CLEC Agreement contain Sprint's proposed language that requires AT&T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint?
6. *I.A.(6)* Should the ICAs contain AT&T's proposed Scope of Obligations language?

Miscellaneous service or traffic-related definitions

7. *I.B.(1)* What is the appropriate definition of Authorized Services?
8. *I.B.(2)(a)* Should the term "Section 251(b)(5) Traffic" be a defined term in either ICA?
9. *I.B.(2)(b)* If so, what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?
10. *I.B.(3)* What is the appropriate definition of Paging Traffic?
11. *I.B.(3)* What is the appropriate definition of Switched Access Service?
12. *I.B.(4)* What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA?
13. *I.B.(5)* Should the CMRS ICA include AT&T's proposed definitions of "Originating Landline to CMRS Switched Access Traffic" and "Terminating InterMTA Traffic"?

Transit traffic related issues.

14. *I.C.(1)* What are the appropriate definitions related to transit traffic service?
15. *I.C.(2)* Should AT&T be required to provide transit traffic service under the ICAs?
16. *I.C.(3)* If the answer to Issue 15 [*I.C.(2)*] is yes, what is the appropriate rate that AT&T should charge for such service?
17. *I.C.(4)* If the answer to Issue 15 [*I.C.(2)*] is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&T's network pursuant to the

- transit provisions in the ICAs or to indemnify AT&T for the costs it incurs if Sprint does not do so?
18. *I.C.(5)* If the answer to Issue 15 [*I.C.(2)*] is yes, what other terms and conditions related to AT&T transit service, if any, should be included in the ICAs?
19. *I.C.(6)* Should the ICAs provide for Sprint to act as a transit provider by delivering Third Party-originated traffic to AT&T?
20. *I.C.(7)* Should the CLEC ICA require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?

## II. How the Parties Interconnect

21. *II.A.* Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?
22. *II.B.(1)* Should the ICA include Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (e.g., traffic subject to reciprocal compensation and traffic subject to access charges)?
23. *II.B.(2)* Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?

### 911 Trunking

24. *II.C.(1)* Should Sprint be required to maintain 911 trunks on AT&T's network when Sprint is no longer using them?
25. *II.C.(2)* Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic?
26. *II.C.(3)* Should the ICA include AT&T's proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the parties' End Users?

### Points of Interconnection

27. *II.D.(1)* Should Sprint be obligated to establish additional Points of Interconnection (POI) when its traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months?
28. *II.D.(2)* Should the CLEC ICA include AT&T's proposed additional language governing POI's?

### Facility/Trunking Provisions

29. *II.F.(1)* Should Sprint CLEC be required to establish one way trunks except where the parties agree to establish two way trunking?
30. *II.F.(2)* What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking?

- 31. *II.F.(3)* Should the parties use the Trunk Group Service Request for to request changes in trunking?
- 32. *II.F.(4)* Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?

Direct End Office Trunking

- 33. *II.G.* Which Party's proposed language governing Direct End Office Trunking ("DEOT"), should be included in the ICAs?

Ongoing network management

- 34. *II.H.(1)* What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?
- 35. *II.H.(2)* What is appropriate language to describe the signaling parameters?
- 36. *II.H.(3)* Should language for various aspects of trunk servicing be included in the agreement e.g., forecasting, overutilization, underutilization, projects?

III. How the Parties Compensate Each Other

Traffic categories and related compensation rates, terms and conditions

- 37. *III.A.(1)* As to each ICA, what categories of exchanged traffic are subject to compensation between the parties?
- 38. *III.A.(2)* Should the ICAs include the provisions governing rates proposed by Sprint?
- 39. *III.A.(3)* What are the appropriate compensation terms and conditions that are common to all types of traffic?

Traffic Subject to Reciprocal Compensation

- 40. *III.A.1.(1)* Is IntraMTA traffic that originates on AT&T's network and that AT&T hands off to an IXC for delivery to Sprint subject to reciprocal compensation?
- 41. *III.A.1.(2)* What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation?
- 42. *III.A.1.(3)* What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation?

Conversion to Bill and Keep

- 43. *III.A.1.(4)* Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced?
- 44. *III.A.1.(5)* If so, what terms and conditions should govern the conversion of such traffic to bill and keep?

ISP-Bound Traffic

45. *III.A.2.* What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between the parties?

CMRS ICA-specific, InterMTA traffic

46. *III.A.3.(1)* Is mobile-to-land InterMTA traffic subject to tariffed terminating access charges payable by Sprint to AT&T?
47. *III.A.3.(2)* Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate?
48. *III.A.3.(3)* What is the appropriate factor to represent land-to-mobile InterMTA traffic?

CLEC ICA- specific Switched Access Service Traffic

49. *III.A.4.(1)* What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?
50. *III.A.4.(2)* What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll) traffic?
51. *III.A.4.(3)* Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?

FX Traffic

52. *III.A.5.* Should the CLEC ICA include AT&T's proposed provisions governing FX traffic?

Interconnected VoIP traffic

53. *III.A.6.(1)* What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA?
54. *III.A.6.(2)* Should AT&T's language governing Other Telecommunication Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?

CMRS ICA Meet Point Billing Provisions

55. *III.A.7.(1)* Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint?
56. *III.A.7.(2)* What information is required for wireless Meet Point Billing, and what are the appropriate Billing Interconnection Percentages?
57. *III.C.* Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the requirements of this ICA?

Shared facility costs

58. *III.E.(1)* How should Facility Costs be apportioned between the parties under the CMRS ICA?

- 59. *III.E.(2)* Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CMRS ICA?
- 60. *III.E.(3)* How should Facility Costs be apportioned between the Parties under the CLEC ICA?
- 61. *III.E.(4)* Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?

#### CLEC Meet Point Billing Provisions

- 62. *III.F.* What provisions governing Meet Point Billing are appropriate for the CLEC ICA?

#### Sprint's Pricing Sheet

- 63. *III.G.* Should Sprint's proposed pricing sheet language be included in the ICA?

#### Facility Pricing

- 64. *III.H.(1)* Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint's switch and the POI?
- 65. *III.H.(2)* Should Sprint's proposed language governing "Interconnection Facilities / Arrangements Rates and Charges" be included in the ICA?
- 66. *III.H.(3)* Should AT&T's proposed language governing interconnection pricing be included in the ICAs?

#### Pricing Schedule

- 67. *III.I.(1)(a)* If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA, should AT&T be permitted to reject future orders until the ICA is amended to include the service?
- 68. *III.I.(1)(b)* If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA, should the ICAs state that AT&T's provisioning does not constitute a waiver of its right to bill and collect payment for the service?
- 69. *III.I.(2)* Should AT&T's language regarding changes to tariff rates be included in the agreement?
- 70. *III.I.(3)* What are the appropriate terms and conditions to reflect the replacement of current rates?
- 71. *III.I.(4)* What are the appropriate terms and conditions to reflect the replacement of interim rates?
- 72. *III.I.(5)* Which Party's language regarding prices noted as TBD (to be determined) should be included in the agreement?

#### IV. Billing Related Issues

- 73. *IV.A.(1)* What general billing provisions should be included in Attachment 7?



- 74. *IV.A.(2)* Should six months or twelve months be the permitted back-billing period?
- 75. *IV.B.(1)* What should be the definition of "Past Due"?
- 76. *IV.B.(2)* What deposit language should be included in each ICA?
- 77. *IV.B.(3)* What should be the definition of "Cash Deposit"?
- 78. *IV.B.(4)* What should be the definition of "Letter of Credit"?
- 79. *IV.B.(5)* What should be the definition of "Surety Bond"?
- 80. *IV.C.(1)* Should the ICA require that billing disputes be asserted within one year of the date of the disputed bill?
- 81. *IV.C.(2)* Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?
- 82. *IV.D.(1)* What should be the definition of "Non-Paying Party"?
- 83. *IV.D.(2)* What should be the definition of "Unpaid Charges"?
- 84. *IV.D.(3)* Should the ICA include AT&T's proposed language requiring escrow of disputed amounts?
- 85. *IV.E.(1)* Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days?
- 86. *IV.E.(2)* Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such disconnection?
- 87. *IV.F.1.* Should the Parties' invoices for traffic usage include the Billed Party's state specific Operating Company Number (OCN)?
- 88. *IV.F.2.(1)* How much notice should one Party provide to the other Party in advance of a billing format change?
- 89. *IV.G.2.* What language should govern recording?
- 90. *IV.H.* Should the ICA include AT&T's proposed language governing settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?

V. Miscellaneous

- 91. *V.B.* What is the appropriate definition of "Carrier Identification Codes"?
- 92. *V.C.(1)* Should the ICA include language governing changes to corporate name and or d/b/a?
- 93. *V.C.(2)* Should the ICA include language governing company code changes?