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 Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners	)	Docket No. 100177-TP
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

JOINT RESPONSE OF SPRINT SPECTRUM, L.P. D/B/A SPRINT PCS, NEXTEL SOUTH CORP., NPCR, INC. D/B/A NEXTEL PARTNERS AND SPRINT COMMUNICATIONS COMPANY L.P. TO BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T FLORIDA'S DUPLICATIVE PETITIONS FOR SECTION 252(b) ARBITRATION

COME NOW Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS"), Nextel South Corp. ("Nextel" or "Nextel South"), NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners") and Sprint Communications Company Limited Partnership (collectively, "Sprint"), pursuant to 47 U.S.C. § 252(b)(3), and respectfully submit this *Joint Response* to the duplicative Petitions[1] filed by BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T" or "AT&T Florida") in the respective, above-captioned matters pending before the Florida Public Service Commission ("Commission" or "FPSC").[2]

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[1] *See and cf.*: *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*, FPSC Docket No. 100177-TP (April 2, 2010) ("Wireless Pet."); and *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications Company L.P.*, FPSC Docket No. 100176 (April 9, 2010) ("Wireline Pet.").

DCN05032010

I.

INTRODUCTION

Sprint PCS, Nextel, Nextel Partners and Sprint Communications Company Limited Partnership are affiliated subsidiaries under the same parent, Sprint Nextel Corporation. Sprint PCS, Nextel and Nextel Partners (collectively the "Sprint wireless" entities) provide wireless service pursuant to licenses issued by the Federal Communications Commission ("FCC"). Sprint Communications Company Limited Partnership provides telecommunications services in Florida as an authorized competitive local exchange carrier ("Sprint CLEC").[3] Collectively, the Sprint wireless entities and Sprint CLEC are referred to in this *Joint Response* as "Sprint." For the reasons set forth below, and consistent with Sprint's contemporaneously filed *Motion to Consolidate*, Sprint respectfully requests the Commission to do the following:

1) Consolidate Docket Nos. 100176-TP and 100177-TP for all purposes;

2) Require the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list ("Consolidated Joint DPL") by a specified date (or such further additional date as may be reasonably necessary and mutually requested by the parties). The

[2] The interconnection agreement to be arbitrated and approved in Florida is a "regional" agreement that will be used by the parties throughout AT&T's southeastern legacy BellSouth 9-State region. Therefore, re-negotiations have touched, and parallel arbitrations are anticipated to be commenced within, all nine of the legacy BellSouth states. As of the filing of Sprint's *Joint Response* and contemporaneously filed *Motion to Consolidate*, AT&T has filed substantively identical, duplicative petitions for arbitration in: Kentucky, KPSC Case Nos. 2010-00061 and 2010-00062; Tennessee, TRA Docket Nos. 10-00042 and 10-00043; North Carolina, NCUC Docket Nos. P-55, Sub 1805 and P-55, Sub 1806; Georgia Docket Nos. 31691 and 31692 ; Mississippi, Docket Nos. 10-AD-169 and 10-AD-170; Louisiana, Docket Nos. U-31349 and U-31350 and South Carolina, Docket Nos. 2010-154-C and 2010-155-C. Subsequent to the March 9, 2010, filing of Sprint's *Joint Response* and *Motion to Consolidate* in the Kentucky proceedings and within a week and a few days of the submission of AT&T's petitions for arbitration in Florida on April 9, 2010, the parties recently re-engaged in good faith negotiations. Sprint remains hopeful that such negotiations will address some, though likely not all, of the concerns and issues raised by Sprint in this *Joint Response.* Notwithstanding such ongoing and potentially fruitful negotiations, Sprint is obligated, under the Act, to respond to AT&T's petitions on record with the Commission as submitted to the FPSC on April 9th. Sprint has, however, attempted to identify those issues that have been tentatively RESOLVED (subject to final confirmation and, in general, the 1 vs. 2 contract issue further described herein). To the extent these current negotiations resolve any of the pending disputed threshold issues, any of the contractual disputed issues, or both, the parties will appropriately notify the Commission of the same.

[3] Sprint Communications Company Limited Partnership also provides interexchange services in Florida, but those services are not at issue in these proceedings.

Commission should require that such Consolidated Joint DPL include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved;

3) Direct the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

4) Direct the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

II.

BACKGROUND

Sprint's existing interconnection agreement with AT&T (the "Sprint ICA") enables interconnection between both Sprint's wireless networks and CLEC network, and AT&T's incumbent local exchange carrier ("ILEC") network. Anticipating expiration of the Sprint ICA, under which each of the Sprint entities — wireless and wireline — and AT&T currently interconnect, Sprint sent AT&T a collective request to negotiate a new ICA that used the existing Sprint ICA as the starting point for such negotiations. That request was intended to obtain the benefit of the AT&T and BellSouth 2006 promise to the FCC that if permitted to merge, then the new AT&T ILECs would in the future *reduce transaction costs* associated with interconnection agreements.[4] Despite that promise, AT&T embarked on a strategy that *doubles* rather than *reduces* the costs to the parties, and the administrative burden to the FPSC, to establish a new ICA between Sprint and AT&T.

[4] *See In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control,* Memorandum Opinion and Order, 22 FCC Rcd 5662, APPENDIX F, "Reducing Transaction Costs Associated with Interconnection Agreements" paragraph No. 3 ("AT&T Merger Commitment No. 3").

AT&T Merger Commitment No. 3 provides that "[t]he AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to use its pre-existing interconnection agreement as the starting point for negotiating a new agreement." AT&T disregarded that commitment by rejecting a targeted negotiation and arbitration that could have served to "update" the Sprint ICA.[5] Indeed, it would have been rational and economical to address industry changes that are driving a transition away from distinctly traditional end-to-end, circuit-switched telecommunications networks and towards unified communication networks, including those that use evolving Internet protocol ("IP") technologies. Instead, AT&T is attempting to compel Sprint to have two traditional-type ICAs with AT&T, *i.e.*, a wireless-only ICA and a wireline-only ICA. In light of the evolution away from traditional circuit-switched networks, it is purely habitual for AT&T to require separate agreements, particularly when such agreements should be substantially more alike than different.

Sprint is entitled to one ICA with AT&T that supports unified interconnection arrangements and the exchange of all interconnection traffic – telecommunications and information services traffic exchanged over the same arrangements,[6] be it wireless, wireline and/or IP-enabled traffic – between Sprint and AT&T. Alternatively, even if the parties were to ultimately use the "form" of two contracts Sprint is still entitled to consistent and non-discriminatory terms and conditions in any ICA(s) it enters into with AT&T, except in very limited areas where either Sprint may consent to (or the FCC has expressly provided for) disparate treatment based upon "wireless" or "wireline" telecommunications concepts,. Whether

[5] *See and compare In Re: Petition of Sprint Communications Company Limited Partnership and Sprint Spectrum, L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast*, FPSC Docket No. 070249 to *Wireless Pet.* and *Wireline Pet.*

[6] *See* 47 C.F.R. § 51.100(b) ("A telecommunications carrier that has interconnected or gained access under sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may offer information services through the same arrangement so long as it is offering telecommunications services through the same arrangement as well.").

one or two contracts are used, the vast majority of the language in each contract should be the same so that Sprint is still able to have unified interconnection arrangements under which it can exchange all interconnection traffic with AT&T.

Against that background, AT&T failed to advise the Commission of the entire scope of the parties' unresolved issues (including the one vs. two contract issue) that have contributed to the mass of unresolved issues. Instead, AT&T unilaterally filed duplicative Petitions in an attempt to predetermine the one vs. two contract issue. In addition to duplication, a fundamental problem with AT&T's actions is its refusal to affirmatively identify and justify, on a side-by-side, issue-by-issue and language-specific basis within a consolidated DPL, all of the differential treatment that it seeks to impose upon Sprint. The duplication and complication caused by AT&T's approach translates into a direct waste of the parties' and the Commission's time and resources. The alternative, which Sprint supports, is a consolidated proceeding that requires affirmative, side-by-side comparisons and justification of any AT&T differential treatment as to the different Sprint entities. For the reasons set forth above, and explained in greater detail below, Sprint asserts that a reasonable path forward should include the following: (1) the prompt consolidation of Docket Nos. 100176-TP and 100177-TP for all purposes; (2) the parties conferring, creating and filing a Consolidated Joint DPL by a specified date (or such further additional date as may be reasonably necessary and mutually requested by the parties), which Consolidated Joint DPL should include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved; (3) the parties continuing to negotiate in good faith; and

(4) the parties informing the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

A. Initiation of Negotiations and Significance of the One vs. Two Contract Issue.

The Sprint ICA that Sprint PCS, Sprint CLEC and AT&T operate under is a FPSC-approved three party agreement that became effective in January, 2001. Pursuant to further Commission approval, Nextel and Nextel Partners adopted the Sprint ICA as their ICAs with AT&T, effective June 8, 2007.[7] In the summer of 2009, Sprint sent AT&T written notice to initiate negotiations for a new agreement, which expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), **and AT&T Merger Commitment No. 3**[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") using the parties' pre-existing Florida interconnection agreement ("Florida ICA") as the starting point for such negotiations. [Emphasis added].[8]

Consistent with AT&T Merger Commitment No. 3, and the outcomes in, and to the extent applicable, Commission orders in FPSC Docket Nos. 070249-TP, and 070368-TP and 070369-TP, Sprint expected AT&T to respond with targeted edits to the existing Sprint ICA directed at specific subjects that might reasonably need updating based upon evolving industry interconnection-related developments. Such a common-sense approach would have been the

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[7] *See* FPSC Docket Nos. 070368-TP and 070369-TP, *Notice of adoption of existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P., by NPCR, Inc. d/b/a Nextel Partners; Notice of adoption of existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida d/b/a AT&T Southeast and Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., Sprint Spectrum L.P., by Nextel South Corp. and Nextel West Corp.*, Final Order Denying Motion for Reconsideration Order No. PSC-08-0817-FOF-TP (issued December 18, 2008). (*affirmed, BellSouth Telecommunications, Inc. d/b/a AT&T Florida v. Florida Public Service Commission et al.*, U.S.District Court for the Northern District of Florida, slip opinion April 19, 2010.)

[8] *See* Sprint contract negotiator Fred Broughton's September 2, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet.

springboard for efficient, good-faith negotiations to either reach a new ICA or identify a reasonable volume of truly substantive unresolved issues for arbitration. Rather than pursue targeted edits to the existing Sprint ICA, however, AT&T separated the Sprint ICA into two redlined agreements (*i.e.*, a "wireless" ICA redlined agreement that AT&T directed to Sprint for its wireless entities and a "wireline" ICA redlined agreement that AT&T directed to Sprint for its CLEC) in furtherance of AT&T's effort to force Sprint into the use of two separate and distinct ICAs.

AT&T's redlined agreements essentially reflected AT&T's "starting point" to be AT&T's new 22-state generic terms and conditions for both the wireless ICA and the wireline ICA. Although Sprint has identified numerous inconsistencies, AT&T has neither affirmatively identified exactly where all the differences exist in its two redlined agreements nor eliminated inconsistencies between the two agreements in sections of general applicability. Instead, AT&T left it to Sprint to ferret out any and all differences created by AT&T's division of the Sprint ICA no matter how small, large, significant or insignificant and turn them into "issues for arbitration." Unfortunately, the tedious, duplicative, and complicated reviews that emanated from AT&T's effort to unilaterally impose separate contracts without identifying and justifying any differing treatment in its redlines of either agreement hampered good-faith pre-petition negotiations as to any substantive, meaningful issues. In fact, AT&T's approach hindered the parties' ability to efficiently and effectively outline for the Commission at the outset of these proceedings a meaningful and workable list of substantive outstanding disputed issues remaining for arbitration, which hindrance resulted in the currently voluminous and unworkable disputed points lists ("DPLs") that would similarly hinder the Commission's ability to efficiently and effectively resolve the real disputes between the parties.

Pursuant to the Act,[9] it is well-settled that Sprint is entitled to interconnection arrangements that enable, among other things:

> (1) Efficient and appropriately priced network interconnections for, and the exchange of traffic associated with, both telecommunications services and information services;[10] and
>
> (2) Sprint's ability to use such interconnection arrangements to provide any services that Sprint is legally allowed to provide to its customers (*e.g.*, wholesale interconnection services to other carriers).[11]

There is no legal basis for AT&T to restrain Sprint's rights to obtain and use interconnection arrangements for either of the above purposes based upon whether Sprint uses wireless or wireline technology to provide services to Sprint's retail or wholesale customers. While there are a handful of interconnection-related issues that may require different treatment based on whether Sprint is providing traditional wireless or wireline telecommunications services,[12] the existence of the Commission-approved Sprint ICA demonstrates that such issues can be easily and clearly addressed in a single ICA through the use of limited "wireless-specific" or "CLEC-specific" provisions.

Based on the foregoing, Sprint's position is simple: absent Sprint's consent as the requesting carrier or FCC authorization as to a specific issue, it is not appropriate for AT&T to impose different contract treatment and/or language on Sprint in either one or two separate contracts based on the identity of, or the technology used, by a given Sprint entity. Sprint is

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[9] *See generally,* the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. §§ 251, 252, 332 and the FCC's Rules implementing such provisions of the Act.

[10] *See* 47 C.F.R. § 51.100(b).

[11] *See In the Matter of: Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion And Order, WC Docket No. 06-55, 22 FCC Rcd 3513 (Mar. 1, 2007).

[12] *See, e.g.,* 47 C.F.R. § 51.701(b)(1) and (b)(2) (regarding the use of different calling scopes for telecommunications traffic subject to reciprocal compensation, and restrictions regarding the use of unbundled network elements for solely wireless purposes).

entitled to a single ICA with AT&T; and, even if two ICAs were determined by the Commission to be required, Sprint is entitled to identical language in each ICA with any technology-related differences specified within applicable provisions of each ICA. AT&T's attempt to force separate agreements upon Sprint, without identifying and justifying the differences in its positions, perpetuates inconsistent and discriminatory treatment by AT&T in its dealings with Sprint (as well as with other competing multi-technology carriers).[13] As discussed in Sprint's *Motion to Consolidate*, AT&T's tactic is wasteful and could result in inconsistent resolutions as to any number of issues.

Pursuant to 47 U.S.C. § 251(c), and as the Commission has long recognized, AT&T has multiple duties to provide interconnection-related services at rates and on terms and conditions that are just, reasonable, and nondiscriminatory. A few examples of the duplication and inconsistencies that existed in AT&T's two redlined agreements and resulting filed DPLs / proposed contract language are further identified in the next section of this *Joint Response*. It is not fair, just, reasonable, or otherwise consistent with the Act's consumer-oriented, anti-discrimination policies to require Sprint or the Commission to ferret out all of the AT&T inconsistencies *which may, or may not*, exist as a result of AT&T's view of what it can do under any concept of "justifiable" discrimination. If AT&T seeks to impose inconsistent or discriminatory treatment upon Sprint entities pursuant to different contract terms and conditions, the burden should fall squarely upon AT&T to clearly and affirmatively identify and justify the basis for any differential treatment and/or language that it proposes, including whether or not

[13] Such inconsistent and discriminatory treatment by AT&T was rejected by the Commission in FPSC Docket Nos. 100176-TP and 100177-TP. *See* Final Order Granting Adoption By Nextel of Sprint – AT&T Interconnection Agreement, Order No. PSC-08-0584-FOF-TP, pp. 7-9 (issued September 10, 2008), in which the Commission determined that an ILEC cannot refuse a requesting carrier's adoption of an interconnection agreement based on the type of service the requesting provider offers. The Commission also determined that refusal of the Nextel adoption on the grounds that it provides exclusively wireless service, while the Sprint ICA involves a mixture of wireline and wireless, would violate the Act as well as FCC rules and orders prohibiting discrimination.

such differences are based upon Sprint's use of wireless or wireline technology. Under AT&T's approach of duplicative petitions without identification or justification for any differential treatment between the various Sprint entities, this burden has been thrust upon Sprint and the Commission.

B. Unnecessary Duplication and Inexplicable Inconsistencies in AT&T's Approach.

Prior to filing its two separate Petitions, AT&T knew Sprint's position that any arbitration DPL matrix needed to fairly present: (1) *all issues in the same DPL*, regardless of how AT&T might seek to characterize a given issue as a "wireless" or "wireline" issue; (2) the parties' respective proposed language presented on a "side-by-side" basis; and (3) all undisputed or previously disputed but resolved language to ensure accurate documentation of what is "resolved" between the parties or remains disputed and, therefore, "unresolved." Sprint provided AT&T a draft DPL, which included Sprint's populated information as of that time and which demonstrated exactly how this could be done. AT&T unilaterally rejected Sprint's approach of a consolidated DPL and, instead, filed its two separate DPLs. As to the DPLs that it did file, AT&T only incorporated some, but not all, of Sprint's identified disputed issues and provided materials.

AT&T's DPLs are not consistent in how they present competing language, in some places showing competing language as "stacked" (resulting in competing provisions being visually separated, thereby hindering comparison to confirm either accuracy or substantive differences between provisions), and in other sections showing differences only through "inter-lineated" text comparison. Neither AT&T approach provides a simple side-by-side comparison of competing language *in context*. Additionally, neither AT&T DPL expressly identifies all of the provisions where affirmative resolution appears to exist based on either party's acceptance of the other's proposed language or position. Further, the inconsistencies in AT&T's DPLs are not

limited to problems of mere presentation of disputed language or lack of identification of resolved language. Even a cursory review of AT&T's separate DPLs confirms that AT&T took inexplicably inconsistent positions as to *the same Sprint-proposed contract language even in the absence of any potential wireless vs. wireline concerns.*

Attached hereto as **SPRINT EXHIBIT 1** is Sprint's proposed DPL format, which, as further explained below, remains a work-in-progress in light of the parties' now-ongoing negotiations. All of the issues contained in **SPRINT EXHIBIT 1** were provided to AT&T on February 2, 2010. Pursuant to the parties' agreement, all Sprint material provided by March 31, 2010 was to be incorporated into the Florida arbitration petition to be filed by AT&T. **SPRINT EXHIBIT 1** further reflects (1) subsequent cosmetic edits and added cross-references within Sprint's proposed issues to each of AT&T's DPLs, and (2) tentatively RESOLVED items (which also remain subject to final confirmation as well as the overall issue 2 "one vs. two contract issue"). Further, some language may continue to be shown as disputed in this Exhibit where it remains contained within broader still-disputed contract provisions (*e.g.*, the Whereas provisions within **SPRINT EXHIBIT 1**, Issue 5). Ultimately, a final DPL should reflect the actual remaining open disputed issues for arbitration upon completion of negotiations.

Setting aside the one vs. two contract issue for a moment, comparison of passages from the first "Recitals" and "Scope" issue in each of AT&T's DPLs as filed, with the corresponding language in **SPRINT EXHIBIT 1** demonstrates that AT&T had depicted some language as AT&T-proposed in **bold and underline** and Sprint-proposed in ***bold and italic*** to thereby reflect a complete dispute over such provisions in AT&T's "wireless" DPL. But, at the same time, AT&T depicted the same provisions as a very narrow dispute in its "wireline" DPL – thereby reflecting AT&T's acceptance in one DPL of the exact same Sprint proposed language that

AT&T otherwise inexplicably disputed in its other DPL. Further, the inconsistencies between AT&T's differing "scope" language in these same provisions appeared to have had nothing at all to do with whether Sprint is providing service using wireless or wireline technology:

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AT&T Wireless DPL Issue 1, Whereas provisions through 1st paragraph of Disputed Contract Language:	AT&T Wireline DPL Issue 1, Whereas provisions through 1st paragraph of Disputed Contract Language:	Sprint DPL corresponding Issue 5, Whereas provisions through 1st paragraph of Sprint proposed Wireless/Wireline Language:
WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Tennessee, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and	Whereas, AT&T is an Incumbent Local Exchange Carrier ("ILEC") authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Tennessee, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and,	WHEREAS, AT&T is ***an Incumbent Local Exchange Carrier ("ILEC")*** authorized to provide ***T***elecommunications ***S***ervices in the states of Alabama, Florida, Georgia, Tennessee, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and,
[Sprint party designation]	[Sprint party designation]	[Sprint party designation]
Whereas, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver *traffic for the provision of* Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and	WHEREAS the Act places certain *duties and obligations upon, and* grants certain rights to Telecommunications Carriers, and,	WHEREAS, the Act places certain *duties and obligations upon, and* grants certain rights to Telecommunications Carriers; and
WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide each other services as required by the Telecommunications Act of 1996 as specifically set forth herein:	WHEREAS, Sprint is a Telecommunications Carrier and has requested that AT&T-9State negotiate an Agreement with Sprint for the provision of **Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, *services*** pursuant to the **Telecommunications Act of 1996 (the** "Act**")** and in conformance with AT&T-9States's duties under the Act; and	WHEREAS, Sprint is a Telecommunications Carrier and has requested AT&T to negotiate an Agreement with Sprint for the provision of ***services*** pursuant to the Act and in conformance with AT&T's duties under the Act; and,
		[Sprint NOW THEREFORE clause]
1. Purpose	**1. Purpose and Scope**	**1. Purpose *and Scope***
This Agreement specifies the *rights and obligations of the* parties with respect to the establishment of local interconnection.	***1.1*** This Agreement specifies the *rights and obligations of the parties* with respect to the implementation of their respective duties under **Sections 251 and 252** of the Act.	***1.1*** This Agreement specifies the *rights and obligations of the* Parties with respect to the ***implementation of their respective duties under the Act.***
. . .	. . .	. . .

Based upon the foregoing, AT&T disputed all of Sprint's introductory language in the AT&T wireless DPL, resulting in broad disagreement. Yet, AT&T accepted almost all of Sprint's language in the AT&T wireline DPL, resulting in narrow disagreement over the exact same language.

While the foregoing is an example of language subject to "clean-up" through further negotiations, the fact that such conflicts made their way into AT&T's DPLs in the first place demonstrates the difficulties that even AT&T's wireless-ICA team and wireline-ICA team had in communicating with one another in light of the complexities in dealing with multiple documents. Whatever the reason such conflicts arose, the result has been an unnecessary duplication and complication of the negotiation and arbitration process. It is unreasonable to expect Sprint to not only propose its own redlines that clearly differentiate where technology-based differences may be applicable, but also to rationalize differences in AT&T's materials that exist for no apparent reason.

Mapping each Sprint issue to its respective location in the AT&T Wireline and Wireless DPLs confirms that almost every Sprint issue is present in both Docket No. 100176-TP and Docket No. 100177-TP.[14] The following is a non-exhaustive summary of examples of various actions that AT&T appears to have taken/not taken as to Sprint issues, which further demonstrates the need for all of Sprint's issues to be addressed in one proceeding to ensure consistency in issue-specific considerations and ultimate resolution:

- AT&T does not acknowledge and include the following Sprint-identified and unresolved Preliminary Issues in either of AT&T's DPLs:

[14] *See, e.g.,* **SPRINT EXHIBIT 1**, General Terms and Conditions ("GTC") Part B collective definitions Issue 32, such as "Interconnection Facilities" which cross-reference identifies same definitional dispute to exist in both AT&T Wireless and Wireline DPLs; and substantive issues, such as **SPRINT EXHIBIT 1**, Attachment 3, Issue 4 regarding "Methods of Interconnection" which cross-reference maps the same Issue to AT&T Wireless Attachment 3, Issues 3 and 4, and AT&T Wireline Attachment 3, Issue 4.

1. Have the parties had adequate time to engage in good faith negotiations?

2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?

3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

- As to various definitions and contract provisions, AT&T appears to have accepted Sprint's proposed language or deletions, but does not note such items as "Resolved" in its DPLs.[15] Instead, AT&T appears to have intended to show such language in plain text in its proposed contract documents. The problem is that without a clear DPL indication as to what is "Resolved," ambiguities arise as to whether plain text language truly reflects agreed to "Resolved" language or not, as demonstrated by further categories below.

- There are numerous instances where, if a term may ultimately be determined to be necessary, in light of Sprint's position that it is entitled to unified interconnection arrangements, such terms need to be included in the parties' ultimate contract(s) whether one contract or two may be used, but AT&T only includes a given provision in either its Wireline or Wireless DPL/proposed language, but not in both.[16]

- AT&T takes inconsistent positions between its two DPLs as to Sprint language.[17]

- AT&T fails to accurately depict Sprint language in one of its DPLs.[18]

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[15] *See, e.g.*, **SPRINT EXHIBIT 1**, definition of "Shared Facility Factor" and Sprint Attachment 3, Issue 15. This Sprint Issue referred to two items, Dialing Parity and AT&T's "Attachment 3a – Out of Exchange-LEC". AT&T's plain text reflects the Dialing Parity language, but the Attachment 3a issue is still disputed.

[16] *See, e.g.* **SPRINT EXHIBIT 1** GTC, Part B, collective definitions Issue 32, such as "IntraMTA" or "InterMTA Traffic" as to which AT&T includes the term in its wireless DPL but not in its wireline DPL.

[17] *See, e.g.* **SPRINT EXHIBIT 1**, Attachment 3, Issue 3 Section 2.1 language regarding AT&T providing Interconnection at any Technically Feasible point *and cf.* AT&T wireless Attachment 3 Issue 3 which disputes Sprint Section 2.1 language and AT&T wireline Attachment 3 which accepts the same Sprint Attachment 3 Section 2.1 language.

[18] **SPRINT EXHIBIT 1**, Attachment 3, Issues 16 and 17 regarding whether there need to be two or more "Authorized Service traffic categories" and, depending on the answer to that question, how to describe the necessary categories, and *see and cf.* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but note that the Wireline DPL Issue 14 does not accurately depict Sprint's language.

It is premature and cumbersome to deal with proposed contract documents, as well as a DPL. However, requiring the parties to use and populate a side-by-side presentation of the parties' respective language in a single DPL will further a fair and simple airing of the issues in five ways. First, it will force AT&T to identify and reconcile inconsistencies as between AT&T's own positions regarding the same language. Second, it will force AT&T to identify and justify those instances where AT&T contends it is entitled to impose different treatment upon different Sprint entities. Third, it will force the parties to use a consolidated document that each would be entitled to review before such document is ever filed with the Commission. Fourth, it will force the parties to avoid any ambiguity over what has or has not been agreed to by requiring them to clearly document (a) the confirmed "resolved" language between the parties, and (b) any remaining disputed, "unresolved" language between the parties on a side-by-side basis to permit review of such language. And fifth, it will narrow and focus the issues that the Commission must resolve, which would also substantially ease the administrative burden upon the Commission.

C. Sprint's Preliminary Issues and a Proposed Path Forward.

Pursuant to 47 U.S.C. § 252(b)(2), AT&T had a duty to include in any petition it filed: "(i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and, (iii) any other issue discussed and resolved by the parties." The parties did not discuss, much less ever agree upon, AT&T filing two separate petitions in any of the nine states. And, Sprint never authorized AT&T to leave anything out, much less leave out the following three Sprint pre-filing identified and unresolved Preliminary Issues:

1. Have the parties had adequate time to engage in good faith negotiations?
2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?

3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

Sprint's first Preliminary Issue exists because, as a practical matter, prior to March 24, 2010, there had been little substantive negotiation due to the sheer effort in dealing with AT&T's duplicative, inconsistent redlined agreements. AT&T has yet to agree to a consolidated DPL presentation that will drive such inconsistencies out of the process and enable a side-by-side comparison of disputed language by the FPSC *in context*. If, on the other hand, the parties are required to use a Consolidated Joint DPL, it is very likely that a large volume of "disputed" issues may be eliminated, which could lead to real negotiation and a more limited, manageable volume of remaining unresolved "core" issues.

Sprint's second Preliminary Issue is the one vs. two contract issue that AT&T sought to predetermine by filing separate wireline and wireless arbitration petitions. Sprint's third Preliminary Issue exists for the purpose of driving consistency into whatever agreement(s) ultimately control(s) the parties' relationship.

By its actions, AT&T has attempted to force a predetermination that Sprint is not entitled to either: (a) a single ICA between Sprint and AT&T; or (b) two contracts that are essentially identical in order to support the principles of unified, non-discriminatory interconnection between Sprint and AT&T, regardless of the technology Sprint may use to provide its services. The parties and the Commission are entitled to a non-duplicative, complete and open presentation of the issues that promotes a prompt and consistent, Act-compliant resolution. Sprint submits that a reasonable approach to moving forward to reach such a resolution is Commission action that:

- Consolidates Docket Nos. 100176-TP and 100177-TP for all purposes;
- Requires the parties to further confer, create and file a Consolidated Joint DPL by a specified date (or such further additional date as may be

reasonably necessary and mutually requested by the parties) that includes, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identifies those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved;

- Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

- Directs the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

III.

SPRINT'S JOINT RESPONSE TO ALLEGATIONS SET FORTH IN AT&T'S WIRELESS AND WIRELINE PETITION NUMBERED PARAGRAPHS

Notwithstanding the fact that AT&T has filed two separate Petitions, Sprint made a collective request to negotiate with AT&T for one Subsequent Agreement (as that term is defined in General Terms and Conditions – Part A, Section 3 of the parties' current ICA).[19] Aside from the allegations in each Petition that identify the respective Sprint entities, and AT&T's split of "Sprint" into "Sprint CMRS" and "Sprint CLEC", the substantive allegations contained in each AT&T Petition are identical. For the sake of clarity and ease of reference, Sprint has repeated each AT&T allegation below, specifically identifying the corresponding

[19] *See* Sprint contract negotiator Fred Broughton's September 2, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet. and expressly states:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Florida ("AT&T") using the parties' pre-existing Florida interconnection agreement ("Florida ICA") as the starting point for such negotiations. [Emphasis added].

Petition paragraph numbering and AT&T's Sprint-party name distinctions, and providing Sprint's collective response to each of AT&T's numbered paragraph allegations:

A. STATEMENT OF FACTS

Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1: AT&T Florida is a corporation organized and existing under the laws of the State of Georgia with its principal place of business in Atlanta, Georgia. AT&T Florida is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is certificated to provide telecommunications services in the State of Florida. A copy of all pleadings, discovery, orders and other papers in this matter should be served on AT&T Florida's representatives as follows:

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Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1.

Wireless Pet. ¶ 2: Sprint Spectrum L.P. ("Sprint PCS") is a Delaware limited partnership and acts as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and certain other entities.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 2.

Wireless Pet. ¶ 3: Nextel South Corp. ("Nextel South") is a Delaware corporation.

Sprint Joint Response: Sprint denies the allegations contained in Wireless Pet. ¶ 3 and affirmatively states that Nextel South is a Georgia corporation.

Wireless Pet. ¶ 4: NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners") is a Delaware Corporation.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 4.

Wireless Pet. ¶ 5: Sprint PCS, Nextel South and Nextel Partners are providers of commercial mobile radio service ("CMRS") in Florida. Each is a "telecommunications carrier" under the 1996 Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations in Wireless Pet. ¶ 5 that Sprint PCS, Nextel South and Nextel Partners are providers of CMRS, that each provide telecommunications service in Florida, and that each is a "telecommunications carrier" under the Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251. Sprint further affirmatively states that Sprint PCS, Nextel South and Nextel Partners provide wireless service in Florida pursuant to licenses issued by the FCC, and that they are each parties to or have adopted the Sprint ICA as approved by the Commission pursuant to the Act.

Wireline Pet. ¶ 2: Sprint Communications Company L.P., a Delaware limited partnership, is a competitive local exchange carrier under the 1996 Act and is authorized by the

Florida Public Service Commission ("Commission") to provide telecommunications service in Florida. Sprint CLEC is a "telecommunications carrier" under the 1996 Act and its principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations contained in Wireline Pet. ¶ 2 except as to the official certificated name of Sprint CLEC in Florida which is Sprint Communications Company Limited Partnership, not Sprint Communications Company, L.P.

Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3: AT&T Florida and **[Sprint PCS / Sprint CLEC]** are currently parties to an ICA that was initially approved on January 11, 2002 by the Commission in Docket Nos. 000828-TP/000761-TP, and, by mutual agreement, was amended from time to time. The amendments were filed with and approved by the Commission. That ICA was subsequently extended by Commission Order dated January 29, 2008, in Docket No. 070249-TP, and its term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence, the second sentence and that portion of the third sentence in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3 leading up to and including the phrase "in Docket No. 070249-TP". Sprint affirmatively states that the ICA referred to in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a

Subsequent Agreement becomes effective; and that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 6/ Wireline Pet. ¶ 3.

Wireless Pet. ¶ 7: AT&T Florida and Nextel South are currently parties to an ICA that was adopted by Nextel South, pursuant to the Commission's Orders in Docket Nos. 070368-TP/070369-TP issued on September 10, 2008 and December 18, 2008. The ICA's term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 7. Sprint further affirmatively states that the "adopted" ICA referred to in Wireless Pet. ¶ 7 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 7.

Wireless Pet. ¶ 8: AT&T Florida and Nextel Partners are currently parties to an ICA that was adopted by Nextel Partners, pursuant to the Commission's Orders in Docket Nos. 070368-TP/070369-TP issued on September 10, 2008 and December 18, 2008. The ICA's term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 8. Sprint further affirmatively states that the "adopted" ICA referred to in

Wireless Pet. ¶ 8 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 8.

Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4: In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, **[Sprint CMRS / Sprint CLEC]** sent AT&T Florida a written request for negotiation of a new interconnection agreement on September 2, 2009. **[Sprint CMRS / Sprint [20]]** requested that the current interconnection agreement between **[AT&T / AT&T Florida]** and **[Sprint CMRS / Sprint]** in Florida be used as the starting point for negotiations. A copy of the letter is attached hereto as Exhibit A.

Sprint Joint Response: Sprint admits that on September 2, 2009, in anticipation of the expiration of the most recent multi-year term of the Sprint ICA, and pursuant to the terms of the Sprint ICA, Sprint sent AT&T a letter that, among other things, expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with ... AT&T ... using the parties' pre-existing Florida interconnection agreement ("Florida ICA") as the starting point for such negotiations.
>
> Sprint is agreeable to a 3-year extension of the existing Florida ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Florida ICA that reflects any and all changes that AT&T seeks to the Florida ICA.

[20] "Sprint," not "Sprint CLEC," is the term used by AT&T at this point in its Wireline Pet. ¶ 4.

> Sprint recognizes that in the context of the Kentucky ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Kentucky ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Florida ICA, Sprint can determine what, if any, proposed changes it may have to the Florida ICA and at that point propose the scheduling of an initial negotiation call.

Sprint further admits that a copy of its September 2, 2009, letter is attached to each of AT&T's filed Petitions as Exhibit A, and denies the remaining allegations contained in Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4.

Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5: Thereafter, AT&T Florida provided a draft of the proposed successor interconnection agreement to **[Sprint CMRS / Sprint CLEC]**, and the parties have negotiated the terms and conditions of the proposed agreement.

Sprint Joint Response: In light of the pre-Petition communications and materials exchanged between the parties, Sprint cannot determine what AT&T is intending to assert by its allegations in Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5 and, therefore, denies such allegations. However, assuming such allegations are an attempt to summarize the scope and extent of pre-Petition communications and materials exchanged between the parties, Sprint further affirmatively states:

1. In response to Sprint's letter of September 2, 2009, Sprint received a letter from AT&T dated September 16, 2009. AT&T's letter recognized that Sprint had requested negotiations for a Subsequent Agreement using the parties' existing agreement as the starting point. AT&T further asserted that "AT&T will be providing separate redlined agreements to Sprint for Sprint's CLEC and CMRS entities to replace the current combined agreements."

2. Between September 11th and 17th, 2009, AT&T sent Sprint proposed redlines that attempted to convert the Sprint ICA into a separate Sprint CMRS ICA and Sprint CLEC ICA and also sent a proposed Commercial Transit Agreement directed to Sprint CLEC. AT&T's redlines not only attempted to eliminate the combined wireless/wireline nature of the existing Sprint ICA,

but appeared to make wholesale incorporation of new language premised upon AT&T's post-merger 22-state generic wireless and generic wireline terms and conditions. Further, AT&T appears to have proceeded down this path without any regard for whether or not (a) any of its proposed redlines were *necessary* in light of pre-existing Sprint ICA language that the parties had operated under for more than ten (10) years without issue, or (b) AT&T's respective redlines proposed different language for no apparent reason *as between its own redlines*.

3. While Sprint maintained its right to have either a single ICA or two substantively identical ICAs (with only limited technology-based differences based upon Sprint's consent or as required by FCC rule), Sprint attempted to provide joint, consistent redline replies to AT&T's redlines.

4. On November 9th and 10th, 2009, AT&T sent Sprint an initial draft wireless DPL and an initial draft wireline DPL. Although these DPLs did not initially include the one vs. two contract issue, the issue was ultimately recognized and included as the number one issue in subsequent draft AT&T DPLs sent to Sprint on December 4, 2009. Likewise, the one vs. two contract issue became issue number 2 on a comprehensive combined wireless/wireline draft DPL that Sprint delivered to AT&T on December 9, 2009.

5. On January 18, 2010, AT&T sent Sprint a certain proposed Commercial Transit Agreement directed to the Sprint wireless entities.

6. On January 22, 2010, Sprint attempted to obtain an agreement with AT&T to address the issue of one vs. two contracts, and the need for a DPL that would drive easy identification and resolution of non-technology differences between AT&T's "wireless" vs. "wireline" proposed edits.

7. On January 22, 2010, the parties reached an agreement that AT&T would be the filing party in the anticipated Kentucky arbitration and, as to Florida, whoever the filing party may ultimately be, the filing party in Florida would include all information in its filing that the non-filing party provided to the filing party by March 31, 2010. As of March 1, 2010, the parties also agreed that AT&T would be the petitioning party in each of the remaining states of Tennessee, North Carolina, Georgia, Florida, Alabama, Louisiana, Mississippi and South Carolina. However, the parties never reached an agreement regarding either the one contract vs. two contract issue, or a mutually acceptable way to present in a single DPL the multiple competing versions of AT&T's language juxtaposed with Sprint's single response to such inconsistencies.

8. Pursuant to the parties' January 22, 2010, agreement, on March 10, 2010, Sprint provided AT&T the Sprint materials to be included in the petition to be filed by AT&T. These materials represented the same materials Sprint had provided AT&T for its filing in Kentucky, and the parties agreed that such

materials would be used as Sprint's pre-petition materials provided to AT&T for each of the remaining states. Sprint's pre-petition materials continued to include three preliminary issues that it had previously identified to AT&T, the second of which specifically addressed the one vs. two contract issue. Sprint never consented to the deletion of such issues from inclusion in any petition to be filed by AT&T, nor did the parties ever discuss the filing of two separate arbitration petitions in any state.

9. The sheer volume and complexity resulting from AT&T's insistence on two contracts *without identifying and rationalizing any differences between its own competing language* resulted in little meaningful pre-petition good-faith negotiations (i.e., prior to March 24, 2010) as to what one would expect to be the truly substantive issues that should remain for arbitration.

B. JURISDICTION AND TIMING

Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6: Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, **[Sprint CMRS's / Sprint CLEC's]** request for negotiation was received November 1, 2009. Accordingly, the "arbitration window" closes on April 10, 2010, and this Petition is timely filed.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6.

Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7: Section 252(b)(4)(C) of the 1996 Act requires the Commission to render a decision in this proceeding within nine months after the date upon which the request for interconnection negotiations was received. Accordingly, the 1996 Act requires the Commission to render a decision in this proceeding, absent an agreed extension, not later than August 1, 2010.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7. Sprint further affirmatively states that Section 252(b)(4)(B) requires the parties to provide such information as may be necessary for the Commission to reach a decision on the

unresolved issues, and Section 252(b)(5) makes clear that as part of their respective obligations the parties are required to cooperate with the Commission and continue to negotiate in good faith. As further explained in greater detail throughout this *Joint Response*, AT&T's attempts to convert what should have been one negotiation and arbitration into two separate matters has directly contributed to the increased complexity of these proceedings. In light of the further action that will be necessary, it is reasonable to anticipate that the Commission may not be able to render a decision by August 1, 2010. Under such circumstances, a party's unreasonable refusal to extend an otherwise unachievable August 1, 2010, decision date may, in and of itself, constitute a failure to negotiate in good faith.

C. ISSUES FOR ARBITRATION

Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8: Although the parties have engaged in negotiations, many open issues remain. AT&T Florida hopes the parties will be able to resolve some or many of the disputed issues before hearing.

Sprint Joint Response: As its response to the allegations contained in the first sentence of Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8, Sprint incorporates by reference its response to Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5. Sprint has insufficient information to be able to either admit or deny the allegations contained in the second sentence of Wireless Pet. 13 / Wireline Pet. ¶ 8. Sprint affirmatively states, however, that the parties have been engaged in initial good faith negotiation sessions that began on March 24 which have been continuing, and in which the parties have been making meaningful progress towards narrowing their differences.

Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9: AT&T Florida submits herewith as Exhibit B the proposed interconnection agreement that reflects the parties' disagreements as they stand as of

the date of this filing. Most of the language in Exhibit B is in normal font; the parties have agreed on that language. Language that AT&T Florida proposes and **[Sprint CMRS / Sprint CLEC]** opposes is **bold and underlined**. Language that **[Sprint CMRS / Sprint CLEC]** proposes and AT&T Florida opposes is in ***bold italics***.

Sprint Joint Response: Sprint denies the allegations contained in the first sentence of Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9, and affirmatively states that Sprint has not agreed to the use of two separate ICAs or DPLs between Sprint and AT&T, *i.e.* one "wireless" and one "wireline," as depicted in the separate Exhibit B and C attached to each AT&T Petition. With respect to each AT&T Petition Exhibit B, subject to the parties ongoing negotiations referred to in Sprint's preceding Joint Response to AT&T's Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8, Sprint admits the allegations contained in the third sentence in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9 that AT&T Florida's proposed but disputed language is depicted in **bold and underlined** font. Sprint denies the remaining allegations contained in the second and third sentences in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9, and affirmatively states that not all of the language depicted in "normal font" in Exhibit B is language agreed upon by the parties, not all of the Sprint proposed but disputed language has been completely or accurately depicted in Exhibit B in ***bold italics***, and that there are instances where AT&T has apparently accepted Sprint proposed language by simply reflecting it as "normal font" in its proposed contracts but not identifying such acceptance in its corresponding DPL.

Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10: Also submitted herewith, as Exhibit C, is an issues matrix or Decision Point List ("DPL") that identifies the issues set forth for arbitration. The DPL assigns an Issue Number to each passage (or related passages) of disputed language,

and, for each issue, identifies the issue presented and sets forth in short form AT&T Florida's position on the issue and **[Sprint CMRS's / Sprint CLEC's]** position as AT&T Florida understands it.

Sprint Joint Response: With respect to the issues matrix / DPL attached to each AT&T Petition, Sprint admits that Exhibit C identifies some of the parties' issues set forth for arbitration and, as to each issue identified by AT&T, AT&T has further stated its description and short form positions on those issues, but denies the remaining allegations contained in Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10. Sprint further affirmatively states that AT&T has not included all of the issues and related information contained in the materials that, pursuant to the parties' agreement, Sprint provided AT&T on March 10, 2010, for inclusion in AT&T's arbitration filing. Attached hereto as **SPRINT EXHIBIT 1** is Sprint's proposed Consolidated Joint DPL format, which seeks to cross-reference the issues as stated in each of AT&T's Exhibit C DPLs to Sprint's proposed contract language and summary position statements.

Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11: Pursuant to 47 U.S.C. § 252(b)(2)(B), AT&T Florida is providing a copy of this Petition and the accompanying documentation to **[Sprint CMRS / Sprint CLEC]** on the day on which this Petition is filed with the Commission.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11.

Sprint Further Joint Response to all Allegations of the Wireless Pet. / Wireline Pet.: Sprint denies each and every allegation of the Petition to the extent not otherwise expressly identified and admitted herein.

IV.

AFFIRMATIVE DEFENSES

1. Information services traffic is not subject to access charges, and the FCC has yet to determine whether Interconnected VoIP traffic is an information service or a telecommunications service. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for Interconnected VoIP traffic, and the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

2. VoIP traffic is information service traffic and, therefore is not subject to access charges. Until the FCC otherwise makes a determination as to the rate to be charged by either party for VoIP traffic, the Commission lacks jurisdiction to establish a rate to be charged by either party for VoIP traffic, and the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

3. The FCC has yet to implement any rules that establish the compensation mechanism for inter-MTA traffic. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for inter-MTA traffic, and the same should be exchanged on either a bill-and-keep basis or, at most, TELRIC-based reciprocal compensation rates applied in a manner that further recognizes the Sprint wireless entities incur more cost to terminate an AT&T originated land-to-mobile inter-MTA call than it costs AT&T to terminate a Sprint originated mobile-to land inter-MTA call.

4. Sprint reserves the right to designate additional defenses as they become apparent through the course of discovery, investigation and otherwise.

V.

CONCLUSION AND PRAYER FOR RELIEF

Sprint respectfully requests the Commission to:

a) Issue a procedural Order that:

i) Consolidates Docket Nos. 100176-TP and 100177-TP for all purposes;

ii) Requires the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list (DPL) by a specified date (or such further additional date as may be reasonably necessary and requested by the parties). The Commission should require that such Consolidated Joint DPL include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identify those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) are neither in dispute or have otherwise been resolved;

iii) Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing date; and

iv) Directs the parties to inform the Commission within forty-five (45) days after the submission of the Consolidated Joint DPL regarding the further resolution of any outstanding issues.

b) Arbitrate the unresolved issues between Sprint and AT&T as described in an appropriately filed Consolidated Joint DPL, within the timetable specified in the Act, or within a mutually acceptable alternative timetable;

c) Retain jurisdiction of this arbitration until the Parties have submitted a Subsequent Agreement for approval in accordance with Section 252(e) of the Act;

d) Retain jurisdiction of this arbitration and the Parties hereto as necessary to enforce the Subsequent Agreement; and

e) Grant such other and further relief as the Commission deems just and proper.

Respectfully submitted this 4th day of May, 2010.

/s/ Marsha E. Rule

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served by electronic and First Class Mail on the following this 4th day of May, 2010:

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/s/ Marsha E. Rule

Marsha E. Rule

Sprint Exhibit 1

Sprint Communications Company Limited Partnership, Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-22-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
Sprint's issues, proposed language and position statements are provided to AT&T pursuant to the parties' Temporary Moratorium Period agreement, and supplement the materials that Sprint has already previously provided AT&T regarding this matter. Except to the extent AT&T proposed language is expressly incorporated into Sprint proposed language or identified as accepted in a Sprint position statement, Sprint does not agree to or accept any language as proposed by AT&T. Where Sprint has provided more current proposed language to AT&T or the Parties have negotiated replacement language regarding a given issue, the more current/negotiated language is intended to tentatively supersede Sprint's previously provided language regarding that issue, subject to final review and confirmation. As indicated in Sprint Position statement to Issue 1, the parties are engaged in ongoing negotiations. Therefore, neither AT&T's filed DPLs nor this Sprint Exhibit 1 reflects a completely accurate status of the issues and each Party's position at this point. This Exhibit should be construed as Sprint's good faith effort to depict those issues that are RESOLVED (subject to final confirmation and resolution of the overall Issue 2 "1 vs. 2 contract issue") with the further understanding that issues / language may be shown as disputed in this Exhibit even though the scope of the disputed language may have been narrowed as the result of the ongoing negotiations. Ultimately, a final DPL should reflect the actual remaining open disputed issues for arbitration upon completion of negotiations. Sprint reserves all of its rights to further negotiate and revise for submission to the Commission in a final joint issues matrix all issue statements, its proposed language and position statements.						
	Preliminary Issues					
1.	Have the parties had adequate time to engage in good faith negotiations? AT&T's DPLs do not acknowledge this issue.	Entire Agreement			No. The Parties current Interconnection Agreement (ICA) is a combined Agreement between Sprint's wireless and wireline entities and the AT&T ILEC operating in the 9 southeastern legacy-BellSouth states. Prior litigation to extend the ICA for 3 years resulted in a different ICA fixed-term expiration date in Kentucky as compared to the remaining 8 states. Sprint initiated negotiations June 22, 2009 for a new ICA in Kentucky and, between August 13 and September 16, 2009, made the same request as to the remaining 8 states. In each request, Sprint advised AT&T of Sprint's	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					willingness to continue the existing ICA but, if AT&T did not agree to do so, then pursuant to AT&T Merger Commitment 3, the current ICA was the starting point for re-negotiations. AT&T provided initial, but incomplete redline positions in September, 2009, which included separating the existing ICA into two new Agreements – one wireless specific and one CLEC-wireline specific. The parties agreed on the state-specific statutory negotiation arbitration windows, and that AT&T would be the petitioning party in each state. Sprint provided pre-Petition responses to AT&T redlines to the extent possible under the circumstances but, given the sheer magnitude of AT&T's edits in two separately proposed new ICAs, Sprint's efforts were essentially directed at providing responsive language and issue identification. On February 12, 2010, AT&T initiated the first of the 9-State arbitrations by filing two separate, yet virtually identical petitions in Kentucky, one against Sprint CLEC and the other against the Sprint wireless entities. On March 9, 2010, Sprint filed its Joint Response and a Motion to Consolidate AT&T's separate	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					Kentucky Petitions. In its March 29, 2010 Kentucky filed response to Sprint's Motion to Consolidate, AT&T acknowledged the need to resume negotiations with a view towards reducing the number of issues to be arbitrated, and such negotiations are in progress as of the filing of Sprint's Joint Response and Motion to Consolidate in these Florida proceedings.	
2.	When can AT&T require Sprint Affiliated entities to have different provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity? Although AT&T previously had this issue in both its 1-23-09 draft wireless DPL as then-Issue 12, and its draft Wireline DPL dated 12-04-09 as then-Issue 1 ("Is it permissible	Entire Agreement	Sprint language is generally presented as a combined ICA, but is capable of being segregated into two contracts with minor modification, if in fact two contracts are ultimately used. For example, the introductory paragraph: THIS INTERCONNECTION AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T" or "AT&T-9STATE") and ***[Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"), a***		Sprint does not generally oppose two separate contracts (i.e., one contract between the AT&T entities and the Sprint wireless entities and another contract between the AT&T entities and the Sprint wireline entity). However, absent Sprint's consent as the requesting carrier or FCC authorization, it is not appropriate for AT&T to impose different treatment on Sprint in two separate contracts based on the identity of/technology used by a given Sprint contracting entity. Absent Sprint consent or specific FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	to have separate interconnection agreements for wireline and wireless traffic?"), AT&T's DPLs no longer acknowledge this issue.		***Delaware limited partnership and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and as agent for the entities identified as Affiliates on Attachment A (Sprint Spectrum, L.P., WirelessCo, L.P., SprintCom, Inc. and all entities identified as Affiliates on Attachment A are collectively referred to as "Sprint Spectrum"), Nextel South Corp., a Georgia corporation and Nextel West Corp., a Delaware corporation (collectively "Nextel"), and NPCR, Inc., a Delaware corporation d/b/a Nextel Partners ("Nextel Partners") (Sprint Spectrum, Nextel and Nextel Partners are collectively referred to as "Sprint PCS" or "Sprint wireless") (Sprint CLEC and Sprint PCS are collectively referred to as "Sprint")]*** ('the Agreement"). This Agreement may refer to either AT&T or Sprint or both as a "Party" or "Parties", and is made effective ten (10) days after Commission approval ("Effective Date").		for AT&T to impose technology-based disparate treatment ***or*** administrative inefficiencies upon requesting carriers, much less based simply upon AT&T's generalized claims of "network, operational and pricing differences." Where AT&T seeks different treatment in either a combined ICA, or two separate ICAs, regarding the same issue, but without Sprint's consent, the burden is on AT&T to prove an FCC-authorized basis for any proposed differing treatment. Generally, use of the term "Sprint" means the provision is applicable without regard to the wireless/wireline nature of the Sprint entities and, when such nature is relevant, Sprint's intent has been to identify Sprint wireless or CLEC-specific provisions. Sprint seeks the use of multi-use/multi-jurisdictional trunking and, therefore, has attempted to craft language that recognizes compensation or other necessary distinctions as may be appropriate between wireless or wireline traffic. Therefore, if it is ultimately determined, by consent or Commission decision, that two separate ICAs will be used, the end result of Sprint's	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					approach is that the same language will appear in both ICAs. However, until multi-use, multi-jurisdiction may be implemented, only the Sprint wireless entities would utilize the wireless-specific language, and only the Sprint CLEC entity would utilize wireline-specific language.	
3.	Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement? AT&T DPLs do not acknowledge this issue.	Entire Agreement			Yes. Ongoing negotiations continue to address this issue.	
	General Terms & Conditions Part A					
4.	Sprint: What should be the Effective Date of the Agreement? *See and cf.:* AT&T Wireless Issue 2; Wireline Issue 2a) and 2b).	GTC Part A, introductory paragraph Section 2.1			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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5.	How should Scope and Purpose be described? *See and cf.:* AT&T Wireless Issue 1a) and 1b); Wireline Issue 1a) and 1b). AT&T is inconsistent in its acceptance/ rejection of Sprint proposed language, for no apparent reason.	GTC Part A, 5th Whereas & Section 1; *See also* Attachment 3 Section 2.1.	**WHEREAS,** AT&T *is an* ***Incumbent Local Exchange Carrier ("ILEC")*** *authorized* to provide ***T***elecommunications ***S***ervices in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and, **WHEREAS,** Sprint ***CLEC is a non-incumbent or "competitive"*** Local Exchange Carrier ("CLEC") authorized to provide ***T***elecommunications ***S***ervices in the states of Alabama, ***Florida***, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and, **WHEREAS,** Sprint PCS is a Commercial Mobile Radio Service ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide ***Telecommunications Services*** in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and **WHEREAS,** the Act places certain duties and obligations		Using appropriate terms, should appropriately describe the overall use, recognizing the breadth of Sprint's rights as a requesting carrier under Applicable Law. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			upon, and grants certain rights to Telecommunications Carriers; and **WHEREAS**. Sprint is a Telecommunications Carriers and has requested AT&T to negotiate an Agreement with Sprint for the provision of ***services*** pursuant to the Act and in conformance with ***AT&T's*** duties under the Act; and, **NOW THEREFORE**, in consideration of the terms and agreements contained herein, AT&T and Sprint mutually agree as follows: 1. ***Purpose and Scope.*** ***1.1*** This Agreement specifies the rights and obligations of the Parties with respect to the ***implementation of their respective duties under the Act***. ***1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			1.3 Interconnected VoIP Service. The FCC has yet to determine whether Interconnected VoIP service is Telecommunications Service or Information Service. Notwithstanding the foregoing, this Agreement may be used by either Party to exchange Interconnected VoIP Service traffic. ***1.4 Sprint Wholesale Services. This Agreement may be used by Sprint to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with third-party providers ("Sprint Third Party Provider(s)"). Subscriber traffic of a Sprint Third Party Provider ("Sprint Third Party Provider Traffic") is not Transit Service traffic under this Agreement. Sprint Third Party Provider Traffic traversing the Parties' respective networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates with a Sprint Third Party***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			Provider subscriber and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and is delivered to Sprint's network for termination. Although not anticipated at this time, if Sprint provides wholesale services to a Sprint Third Party Provider that does not include Sprint providing the NPA-NXX that is assigned to the subscriber, Sprint will notify AT&T-9STATE in writing of any Third Party Provider NPA-NXX number blocks that are part of such wholesale arrangement. ***1.5 Affiliates and Network Managers*** ***1.5.1 Nothing in this Agreement shall prohibit Sprint from enlarging its wireless or wireline network through the use of a Sprint Affiliate or management contracts with non-Affiliate third parties (hereinafter "Network Manager(s)") for the construction and operation of a wireless or***		

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			wireline system under a Sprint or Sprint Affiliate license or certification, as permitted by Applicable Law. Traffic traversing such extended networks shall be deemed to be and treated under this Agreement (a) as Sprint traffic when it originates on such extended network and either (i) terminates upon the AT&T-9STATE network or (ii) is transited by the AT&T-9STATE network to a Third Party, and (b) as AT&T-9STATE traffic when it originates upon AT&T-9STATE's network and terminates upon such extended network. All billing for or related to such traffic and for the interconnection facilities provisioned under this Agreement by AT&T-9STATE to Sprint for use by a Sprint Affiliate or Network Managers under a Sprint or Sprint-Affiliate license will (a) be in the name of Sprint, (b) identify the Sprint Affiliate or Network Manager as applicable, and (c) be subject to the terms and conditions of this Agreement; and, Sprint will remain liable for all such billing hereunder. To			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			expedite timely payment, absent written notice to the contrary from Sprint, AT&T-9STATE shall directly bill the Sprint Affiliate or Network Manager that orders interconnection facilities for all charges under this Agreement associated with both the interconnection facilities and the exchange of traffic over such facilities. ***1.5.2 A Sprint Affiliate or Network Manager identified in Exhibit A may purchase on behalf of Sprint, services offered to Sprint in this Agreement at the same rates, terms and conditions that such services are offered to Sprint provided that such services should only be purchased to provide Authorized Services under this Agreement by Sprint, Sprint's Affiliate and its Network Managers. Notwithstanding that AT&T-9STATE agrees to bill a Sprint Affiliate or Network Manager directly for such services in order to expedite timely billing and payment from a Sprint Affiliate or Network Manager, Sprint shall***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			remain fully responsible under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement. ***1.5.3 Upon Sprint's providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.***			
6.	What should be the provisions for the term (duration) of the agreement, and the provisions for termination and renegotiation of the Agreement? *See and cf.:* AT&T Wireless Issue 4; Wireline Issue 2a) and 2b).	GTC Part A, Section 2 (2)* *To the extent identifiable, parenthetical Section references are to either the corresponding or related language regarding same subject			RESOLVED	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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		matter in AT&T's proposed wireline language.				
7.	When and where may it be appropriate to incorporate tariffs or other external materials by reference? *See and cf.:* AT&T Wireless Issue 3; Wireline Issue 3.	GT&C Part A, Section 3 through 3.2 (2a.1, 2a.2, 2a.3), 17.7 (18.7) under "Modification of Agreement".	**3. References:** References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.		Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's heading or text of its proposed "Referenced Documents". It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement. If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has not previously been necessary and Sprint does not agree there is a need for it now. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Sprint Exhibit 1

Sprint Communications Company Limited Partnership, Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-22-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
8.	Sprint has requested clarification from AT&T: *See and cf.:* AT&T Wireless, can't find any issue regarding 8.8 BFR process issue even though language is disputed; and, is shown as disputed in Wireline Issue 7a and 7b.	GTC Part A, Section 3.3 (2a.4), 3.4 (2.a.5). See also 17.5 (18.5) under "Modification of Agreement", 3.5 (2a.6), 3.6 (un-numbered Section), 8.8 (7.8), 34 (37).	Sprint has included question/comment/ edit in redline as well as any minor edits in redline that may also further resolution. 3.4 and 17.5 - See Sprint Position statement.. Last sentence of 3.4 2nd paragraph that Sprint proposes to move to 17.5: The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable. 3.5 – See Sprint Position statement. 3.6 **Non-Voluntary Provisions:** This Agreement incorporates certain rates, terms and conditions that were not voluntarily negotiated and/or agreed to by AT&T-9STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively		Believe these requests for clarification issues have been RESOLVED. 3.3 - Sprint accepted 1st sentence of 3.3. But, as to 2nd sentence, what "different" service Term lengths is ATT talking about? AT&T appears to have struck second sentence which resolves 3.3 (2a.4). Need confirmation. 3.4 and 17.5 - Sprint agreed with concept of both paragraphs of 3.4 and accepted the first paragraph. But, the 2nd paragraph is duplicative of section 17.5. The substantive distinctions between the two appear to be that the last sentence of 3.4 does not appear in 17.5, and 17.5 expressly refers to a party being able to invoke dispute resolution if negotiation of invalidated provisions is unsuccessful. Sprint proposes to strike the highlighted 2nd paragraph from 3.4, but move the last sentence of 2nd paragraph to become the last sentence in Section 17.5. AT&T appears to have accepted Sprint's proposal which resolves sec.3.4 (2a.5) & 17.5 (18.5) . Need confirmation.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			"Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the ***Modification of Agreement provisions of the Agreement to re-negotiate such affected provisions. Except to the extent otherwise required by law or regulatory action,*** the Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. **8.8** Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T, Sprint will notify AT&T-9STATE in writing of its acceptance or rejection of AT&T's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item		3.5 - Sprint accepted 3.5. The title, however, is not related to the text; and, the text would appear to be consistent with the concepts contained in Section 34 Indivisibility. Sprint suggests deleting title of 3.5 and moving text to the Section 34 Indivisibility provision. 3.6 Sprint generally agrees with concept, and accepts a majority of it. However, there is a cross-reference to "Intervening Law" process that does not otherwise appear in document and should refer to the "Modification of Agreement" provisions; and, also need qualification to last sentence. AT&T appears to have accepted Sprint's proposal which resolves Sec 3.6 (2a.7.1). 8.8 Sprint seeks clarifying language at the end of 8.8 as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			essential to its business operations, and deems AT&T's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to the General Terms and Conditions of this Agreement, ***including the filing for Arbitration pursuant to the Act between the 135th and the 160th day after AT&T-9STATE receives Sprint's Bona Fide Request / New Business Request.*** Section 34 Indivisibility – added as a separate Issue by AT&T, therefore, Sprint has posed its question in that Issue.			
	AT&T Accepts Sprint's language.	Section 3.7 (2a.8, 2a.8.1)	**3.7 State-Specific Rates, Terms and Conditions:**		RESOLVED.	
9.	What should be the "Notice of Changes – Section 251(c)(5)" provisions?	GT&C Part A Section 4 (2a.10) and Section 27.5 (29.5)			RESOLVED.	
10.	What should be the "Responsibilities of the Parties"	GT&C Part A, Section 5 (2a.11).			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	provisions?					
11.	What should be the "Insurance" provisions? *See and cf.:* AT&T Wireless Issue 4; Wireline Issue 4 AT&T acknowledges Sprint's acceptance of majority of language in Wireline, but continues to show all language disputed in Wireless.	GT&C Part A; Section 6 (2b)	**6. Insurance** **6.1** At all times during the term of this Agreement, ***each Party*** shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable Law: **6.1.1** With respect to ***each Party's*** performance under this Agreement, and in addition to ***its*** obligation to indemnify, ***each Party*** shall at its sole cost and expense: **6.1.2** maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law: **6.1.3** at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; **6.1.4** with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this		Sprint accepts the majority of AT&T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to recognize the availability of proof of insurance via website rather than delivery of certificates of insurance. Sprint does not agree with AT&T's proposed, but otherwise unexplained different insurance provisions in wireless language. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement; **6.1.5** require each subcontractor who may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter: **6.1.6** procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, ***a***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			Party may procure insurance from the state fund of the state where work is to be performed; and **6.1.7** ***upon request,*** deliver to ***or otherwise make available through web-access, to*** the ***requesting Party evidence*** of insurance stating the types of insurance and policy limits. ***A Party*** shall provide or will endeavor to have the issuing insurance company provide at least ***thirty*** (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to ***the other Party. A Party*** shall ***also provide such requested evidence or web access***: **6.1.7.1** ***prior to*** commencement of any work ***that requires insurance; and,*** **6.1.7.3** for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. **6.2 The Parties agree:** **6.2.1** the failure of ***a Party*** to demand ***evidence of or web access to such evidence of***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			insurance, or failure of ***a Party*** to identify a deficiency will not be construed as a waiver of ***the other Party's*** obligation to maintain the insurance required under this Agreement; **6.2.2** that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect ***a Party***, nor be deemed as a limitation on ***a Party's*** liability to ***the other Party*** in this Agreement; **6.2.3** ***A Party may*** meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and **6.2.4** ***the insuring Party*** is responsible for any deductible or self-insured retention. **6.3 The insurance coverage required by this Section includes** **6.3.1** Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Liability insurance with limits of at least: **6.3.1.1** $500,000 for Bodily Injury – each accident; and **6.3.1.2** $500,000 for Bodily Injury by disease – policy limits; and **6.3.1.3** $500,000 for Bodily Injury by disease – each employee. **6.3.1.4** To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of ***the other Party***, its Affiliates, and their directors, officers and employees. **6.3.2** In the states where Workers' Compensation insurance is a monopolistic state-run system, ***a Party*** shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease. **6.3.3** Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 ***[Sprint policy is not written on December 2004 version of this form]*** or a substitute form providing equivalent coverage, covering			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least: **6.3.3.1** $2,000,000 General Aggregate limit; and **6.3.3.2** $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and **6.3.3.3** $1,000,000 each occurrence limit for Personal Injury. **6.3.4** The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. ***Upon request,*** each Party shall provide a copy ***of or web access to*** the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. ***Upon request, a*** copy of ***or***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			web access to the Additional Insured endorsement must be provided within sixty (60) days of ***such request; and*** include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-insurance that is maintained by each Party. **6.4** This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.			
12.	What should be the "Ordering Procedures" provisions? *See and cf.:* AT&T Wireless Issue 5 and Wireline Issue 6.	GT&C Part A, Section 7.1 (4.1)			RESOLVED.	
13.	What should be the "Parity" provisions? AT&T appears to have accepted Sprint's language	GTC Part A, Section 7.2 (5)			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	in Wireline section 5.1, but not exactly the same in wireless section 7.2. Does not appear to be substantively different.					
14.	What should be the "Law Enforcement" provisions? AT&T doesn't show any dispute in either DPL. Although it completely accepted Sprint's language in the Wireless proposed contract it did not accept 8.5 in Wireline. Further, failed to delete duplicative section 24 in the wireless contract, which is the same thing as accepted wireless section 9.6.	GT&C Part A, Section 9 (8), 22.3 (24.3)			RESOLVED.	
15.	What should be the "Liability and Indemnification" provisions?	GT&C Part A, Original Sections 10 (9a) and 11	**9. Liability and Indemnification** **9.1** Liabilities of ***ATT&T-***		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	AT&T doesn't show any dispute, although it completely accepted Sprint's language in the Wireless, but reflects continued disputed language in 9.3 and 9.5 of the Wireline.	(9b)	***9STATE***. Unless expressly stated otherwise in this Agreement, the liability of ***AT&T-9STATE*** to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total. **9.2** Liabilities of Sprint. Unless expressly stated otherwise in this Agreement, the liability of Sprint to ***AT&T-9STATE*** resulting from any and all causes shall not exceed the amounts owing ***AT&T-9STATE*** under the agreement in total. **9.3** Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.		inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard … interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable. Sprint does not accept AT&T's new separate Section 10 Limitation of Liability and Section 11 Indemnity - they are not consistent with original language, which did not limit actual damages in specified situations, including willful conduct/gross negligence/certain specific types of claims; and Sprint has re-inserted original Section 9 Liability and Indemnification provisions, with name clean-up edits. Further, AT&T's wireline language did not delete any of the original language and,	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			9.4 No Consequential Damages. Neither Sprint nor ***AT&T-9STATE*** shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit ***AT&T-9STATE***'s or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence);		therefore, ends up with not only duplicative, but internally conflicting provisions. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			(ii) bodily injury, death or damage to tangible real or tangible personal property caused by ***AT&T-9STATE***'s or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as specified herein. **9.5** Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the services provided under this Agreement. **9.6** Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend			

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			the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have			

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			the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records			

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			of each Party shall be available to the other Party with respect to any such defense.			
16.	What should be the "Treatment of Proprietary and Confidential Information" provisions?	GT&C Part A, Section 13 (11)	.		RESOLVED.	
17.	What should be the "Publicity" provisions?	GT&C Part A, Section 14 (12)			RESOLVED.	
18.	Sprint: What should be the "Assignment" provisions? AT&T has now separated "Assignment" and "Corporate Name Change" into separate sections, accepted Sprint Assignment language (with correct title in Wireline but wrong title in Wireless), but still seeks to impose its "Corporate Name Change provisions".	GT&C Part A, Section 15 (13)	**15. Assignment** **15.1** ***A Party*** may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliated Third Party without the prior written consent of ***the other Party***. Any attempted assignment or transfer that is not permitted is void ab initio. **15.2** ***A Party*** may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days advance written notice of such assignment or transfer to ***the other Party***; provided that such assignment or		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard ... interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	See and cf.: AT&T Wireless Issue 6 and Wireline Issue 8		transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. ***[struck 2nd sentence]***Any attempted assignment or transfer that is not permitted herein is void ab initio.		and reasonable. Sprint does not accept any of subsection 15.3 or 15.4 and, therefore, does not agree to the Section title change. Sprint can accept AT&T 15.1 language if it is made mutual and the term "non-affiliated" has the "affiliated" capitalized in order to tie it back into the defined term "Affiliate". Sprint can accept AT&T 15.2 language if it is made mutual and the second sentence is stricken. There is no basis for an assignment restriction premised upon whether or not an Affiliate already has an ICA with AT&T-9STATE. Regarding 15.3 and 15.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth's own merger with AT&T, mergers and corporate changes occur, and internal record keeping changes are costs of doing business, rather than "costs" that may be shifted	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					by one party to the other party that may experience a corporate name or company code change, and multiplying such "costs" by imposing them on an individual "BAN" and/or circuit ID level. AT&T's further, wireline-specific provisions, 13.8 and 13.9 should be struck. If ATT is seeks to change any of the original language, then the revised language should be equally applicable to all parties - that is why 13.1 should be made mutual. If ATT seeks to assign to a non-affiliate third-party (under any scenario) and obtain a release of its obligations under this Agreement, then such assignment should be subject to negotiation of Sprint consent pursuant to 13.1, resulting in no continuing reason for separate 13.8 or 13.9. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
19.	What should be the "Resolution of Disputes" provisions? *See and cf:* Wireless and	GT&C Part A, Section 16 (14; new AT&T wireline-specific 14a.1			RESOLVED.	

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	Wireline Sec. 14.1 & 14.2. AT&T appears to accept Sprint's language at 14.1 & 14.2 but does not reflect it on either DPL. At AT&T Wireline Issue 9, AT&T inserts 14a.1 through 14a.7 in the Wireline DPL which Sprint disputes in it's entirety but AT&T still shows some language as accepted in it proposed Wireline contract.	– 14a.7)				
20.	Sprint: What should be the "Taxes" provisions? *See and cf:* Wireless proposed contract which appears to accept Sprint's language now at Sec. 15, although it continues to show it in bold and no DPL issue; and	GT&C Part A, Section 17 (15)			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Wireline Issue 10 which fails to reflect all of AT&T's disputed proposed language as contained in its proposed contract.					
21.	What should be the "Force Majeure" provisions?	GT&C Part A, second Section 15 (16)			RESOLVED.	
	AT&T Accepted Sprint's Language "Adoption of Agreements"	GT&C Part A, Section 16 (17)			RESOLVED.	
22.	What should be the "Modification of Agreement" provisions? *See and cf.:* Wireless Issue 7 and Wireline Issue 11 – AT&T DPLs and proposed contracts do not accurately depict as between such documents or the parties as to what is disputed /	GT&C Part A, second Section 17 (18)	**17.7** Nothing in this Agreement shall preclude Sprint from purchasing any services or ***F***acilities under any applicable and effective AT&T-9STATE tariff ***or subsequent service offering that results from detariffing/deregulation (collectively "tariffs/service offerings") to implement rights or obligations under this Agreement***. Each party hereby incorporates by reference those provisions of its tariffs***/service offerings*** that govern the provision of any of the services or ***F***acilities		RESOLVED as to "Modification of Agreement". Remaining Section 17.7 language addresses concepts raised in AT&T new section 3.2 and will be moved and considered within Issue 7, Section 3. References provision. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	accepted.		provided hereunder. ***References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned.*** In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff***/service offering***, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff***/service offering*** cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows: **17.7.1** Unless otherwise provided herein, if the service or ***F***acility is ordered from the tariff***/service offering***, the terms and conditions of the tariff***/service offering*** shall prevail. **17.7.2** If the service is ordered ***to implement rights or obligations under*** this Agreement ***[Sprint ok with strike here of "(other than***		

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			resale)"] , and the Agreement expressly references a term, condition or rate of a tariff, such term, condition or rate of the tariff shall prevail. **17.7.3** If the service is ordered ***to implement rights or obligations under*** this Agreement, and the Agreement references the tariff for purposes of the rate only, then to the extent of a conflict as to the terms and conditions in the tariff***/service offering*** and any terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.			
23.	What should be the "Governing Law" provisions? *See and cf.:* AT&T does not show this as an issue on either of its DPLs. It appears to "accept" the second sentence of Sprint's proposed language in it's proposed Wireless contract and only the first	GT&C Part A, Section 19 (20)			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	sentence of Sprint's proposed language in the Wireline contract. But, does not show it as disputed in either proposed contact the language it has not accepted.					
24.	What should be the "Audit" provisions? *See and cf:* Wireless and Wireline Sec. 14.1 & 14.2. AT&T appears to accept Sprint's language at 14.1 & 14.2 but does not reflect it on either DPL.	GT&Cs part A; Section 20 (21), and the same provisions were included by AT&T in Attachment 7 Billing, Section 4			RESOLVED.	
	"Remedies"	GT&C Part A, Section 21 (22)	**21. Remedies**		RESOLVED.	
25.	What should be the "Network Security" provisions?	GTC Part A, Section 24			RESOLVED.	
	"Relationship of Parties" and "No Third Party Beneficiaries"	GT&C Part A, Section 23 & 24 (25 & 26)			RESOLVED.	
26.	What should be the "Survival"	GT&C Part A, Section 25			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	provision?	(27)				
27.	What should be the "Responsibility for Environmental Hazards"" provisions? *See and cf.:* AT&T does not show this as an issue on either of its DPLs. AT&T appears to accept Sprint proposed language in wireless section 28 even though it is depicted in "bold"; and, appears to show section 28.1 through 28.8 as "accepted" when they are not, and then shows sections 28.9 through 28.11 (which is language accepted in the wireless) as disputed.	GT&C Part A, Section 26 (28)			RESOLVED.	
28.	Sprint: What should be	Sprint: GT&C Part A,			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	the "Notices" provisions? *See and cf.:* AT&T Wireless Issue 8 and Wireline Issue 12, and corresponding proposed contract sections 29. AT&T does not consistently include and accurately depict all of Sprint proposed language as between AT&T's DPLs and proposed contracts, nor is AT&T consistent in its own positions as to what it "accepts" of the Sprint proposed language that it does depict in both places (see e.g. wireless 29.3 and Wireline 29.2a.1).	Section 27				

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	"Rule of Construction"; "Headings of No Force or Effect"; "Multiple Counterparts".	GT&C Part A, Section 28, 29, 30 (30, 31, 32)			RESOLVED.	
29.	Sprint What "Implementation of Agreement" provisions are appropriate? *See and cf.:* AT&T Wireless Issue 9 and Wireline Issue 13, and corresponding proposed contract sections 33. AT&T inconsistently shows disputed language in wireless DPL as to section 33.1 as compared to its proposed contract, and takes inconsistent positions on what it accepts in 33.2 as between its two DPLs and proposed contracts.	Sprint: GT&C Part A, Section 31 (33)			RESOLVED.	
30.	What	Sprint:			RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	"Indivisibility" provisions are appropriate? *See and cf.:* AT&T Wireless Issue 10 and Wireline Issue 14.	GT&C Part A, Section 34 (36)				
31.	What, if any, additional GTC Part A CLEC-specific terms are necessary?				Absent FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate to impose technology-based disparate treatment ***or*** administrative inefficiencies upon requesting carriers, much less based simply upon AT&T's generalized claims of "network, operational and pricing differences." The burden is on AT&T to prove on an item-by-item basis that a given proposed technology-based disparate treatment/purported administrative inefficiency results in greater cost upon AT&T to thereby warrant the proposed technology-based disparate treatment (i.e. separate technology-based provisions as to given Issues or Agreements).	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	1. What, if any, wireline-specific "Affiliates" provision is appropriate?	GT&C Part A, AT&T new, wireline-only Section 2a.9.1. "Affiliates".			RESOLVED.	
	2. What, if any, wireline-specific "Fraud" provision is appropriate? *See and cf.:* AT&T Wireline Issue 5 and its proposed contract Sec. 3a. AT&T depicts Sprint's language as "accepted" in the DPL but does not carry that over to the AT&T proposed contract.	GT&C Part A, AT&T new, wireline-only Section 3a "End User Fraud".	**Fraud.** **The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party.**		The Parties have not needed a fraud provision in the past, nor has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. "ABT"), imposition of obligations regarding obtaining end-user consents, and disclosure of end-user information that may simply be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&T section 3a.2 language. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	3. White Pages Listings	GT&C Part A, wireline-only Section 6.			RESOLVED.	

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Sprint Exhibit 1

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	4. Is there any need for a new, duplicative, wireline-specific exclusion of Intellectual Property disputes from the general Resolution of Disputes process?	GT&C Part A, wireline-only Section 10.1.1	***None.* Not appropriate in wireless or wireline.**		RESOLVED.	
	5. Is a "Referral Announcement" provision necessary?	GT&C Part A, wireline-only Section 13.7			RESOLVED.	
	6. Should there be a different wireline "Waivers" provision?	GT&C Part A, wireline Section 19 (compare wireless 18)			RESOLVED.	
	7. Is a "Disclaimer of Representations and Warranties" necessary? *See and cf.:* AT&T Wireless and Wireline proposed contracts. AT&T appears to accept Sprint's position but does not depict it in either DPL	GT&C Part A, wireline Section 21a	None.		[Need to confirm that parties agreed to delete]	

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	8. "Branding"	GT&C Part A, wireline-specific Section 23			RESOLVED.	
	9. "Revenue Protection"	GT&C Part A, wireline-specific Section 24			RESOLVED.	
	10. Should the "Filing of the Agreement" provision include filing with the FCC?	GT&C Part A, wireline-specific Section 34.			RESOLVED.	
	11. Does the "Entire Agreement" language need to be modified?	GT&C Part A, wireline-specific Section 36.			RESOLVED.	
	12. Is the laundry list of AT&T boilerplate wireline proposed Sections 38 through 48.5 necessary? *See and cf.:* AT&T Wireline DPL issues 15 through 22, as to which AT&T did not include Sprint's entire position statement.	GT&C Part A, wireline Sections 38 through 48.5			RESOLVED.	

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	General Terms & Conditions Part B					
32.	What individual "Definitions" are appropriate?	GTC Part B, and as used throughout Agreement				
			"911 Service"		RESOLVED.	
			"Access Customer Name and Address (ACNA)"		RESOLVED.	
			"Access Service Request (ASR)"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Access Tandem" means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and *the switching systems operated by carriers other than the LEC that operates the LEC End Office network.***		Sprint agrees to include a definition, but AT&T's definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and "IXC Pops", therefore, replaced same with Sprint language at end of definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Accessible Letter(s)"		RESOLVED.	
			"Act" means the Communications Act of 1934, as amended.		Sprint's definition is the definition of "Act" as stated in 47 C.F.R. § 51.5. This/these provision(s) should be substantively the same whether a single ICA or two separate	

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					ICAs are used.	
			"Affiliate"		RESOLVED.	
			"Ancillary Services" **"Ancillary Services Connection"**		RESOLVED.	
			"Answer Supervision"		RESOLVED.	
			"Applicable Law"		RESOLVED.	
			Sprint does not agree to include either of the term "As Defined in the Act" or "As Described in the Act".		RESOLVED.	
			"AT&T Inc." (AT&T) **"AT&T-9 STATE"**		RESOLVED.	
			Sprint does not consider either term "Audited Party" or "Auditing Party" to be necessary.		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPLs and contracts. AT&T wireline appears to not want to use the term at all, whereas AT&T wireless definition is		**"Authorized Services" means those services which *a Party* may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' *respective networks as provided herein.***		This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law. This/these provision(s) should be substantively the same whether	

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	unduly restrictive.				a single ICA or two separate ICAs are used.	
			"Automatic Location Identification/Date Management System (ALI/DMS)"		RESOLVED.	
			"Automatic Number Identification (ANI)"		RESOLVED.	
			"Bill Due Date"		RESOLVED.	
			"Billed Party" **"Billing Party"**		RESOLVED.	
			"Bona Fide Request (BFR)"		RESOLVED.	
			"Building"		RESOLVED.	
			"Business Day"		RESOLVED.	
			"CABS"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Carrier Identification Codes (CIC)"** ***means a*** code assigned by the North American Numbering Plan administrator to identify ***specific Interexchange Carriers.*** This code is primarily used for billing and routing ***purposes.***		CICs are specifically assigned to wireline IXC service providers, rather than AT&T's broader language that would include any "entity that purchase access services". This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate	

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					ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	This term appears in the AT&T Wireline DPL but does not appear in its proposed GTC glossary contract language. It does not appear at all in Wireless DPL or proposed contract.		**"Cash Deposit" means a cash security deposit *made by one Party* in U.S. dollars *that is* held by *the other Party*.**		**Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified. Deposits have never been necessary as between the parties and there is no legitimate reason to require them now.** Further, AT&T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for to terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Cell Site"		RESOLVED.	
			"Central Automatic Message Accounting (CAMA) Trunk"		RESOLVED.	
				"Central Office"	RESOLVED.	
	See and cf:		**"Central Office Switch"**		Sprint's edits are for clarity, to	

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	AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue. Additionally, AT&T documents fail to include all of Sprint's language in this definition, i.e., "Mobile Switch Center (MSC)"; AT&T fails to include complete definition of "End Office Switch" which should also include a reference to connection to MSCs and IXC switching systems.		**means/refers to the switching entity within a Central Office building in the PSTN. The term "Central Office" refers to the building, whereas the term "Central Office Switch" refers to the switching equipment within the building, but both terms are sometimes used interchangeably. The term "Central Office" is sometimes used to refer to either an End Office, a Tandem Office *or a Mobile Switch Center*. Central Offices are also referred to by other synonymous terms, some of which are:** **"End Office Switch"** means/refers to ***a*** switch that directly terminates traffic to and receives traffic from purchasers of ***Telephone*** Exchange Service, usually referred to as an End User or customer, within a specific geographic exchange. The End Office Switch also connects End Users to other End Users, served by the other End Office Switches, outside of their geographic exchange by way of Trunks. An End Office Switch also		make clear that there are additional types of switches that constitute a Central Office Switch as that concept may be used in the Agreement. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			connects its End Users to Tandem Switches, ***MSC or an IXC switching system.*** The term "End Office" refers to the End Office building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office. **"Tandem Office Switch"** or **"Tandem Switch"** means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, End Office Switches, ***MSCs or IXC switching systems*** may exchange calls between each other when a direct Trunk Group is unavailable. The term "Tandem Office" and "Tandem" are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building. ***"Mobile Switch Center***			

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			(MSC)" means/refers to an essential switching element in a wireless network which performs the switching for routing of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term "Mobile Switch Center" and "MSC" are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.			
			"CENTREX"		RESOLVED.	
			"Charge Number"		RESOLVED.	
			"Claim(s)" means any pending or threatened		RESOLVED.	

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			claim, action, proceeding or suit.			
			"CLASS FEATURES"		RESOLVED.	
			"Collocation or Collocation Space"		RESOLVED.	
			"Commercial Mobile Radio Service(s) (CMRS)"		RESOLVED.	
			"Commission"		RESOLVED.	
			"Common Channel Signaling (CCS)"		RESOLVED.	
			"Common Language Location Identifier (CLLI)"		RESOLVED.	
			"Competitive Local Exchange Carrier (CLEC)"		RESOLVED.	
			"Completed Call"		RESOLVED.	
			"Conduit"		RESOLVED.	
			"Confidential and/or Proprietary Information"		RESOLVED.	
			"Consequential Damages"		RESOLVED.	
			"Conversation MOU"		RESOLVED.	
			"Calling Party Number (CPN)"		RESOLVED.	
			"Daily Usage File"		RESOLVED.	

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			"Day"		RESOLVED.	
			"Dedicated Transport".		RESOLVED.	
			"Defaulting Party"		RESOLVED.	
			"Delaying Event"		RESOLVED.	
			"Digital Subscriber Line (DSL)"		RESOLVED.	
			"Directory Assistance Database"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Directory Assistance Service"** provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching		Subject to further Review. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"DEOT" **"Digital Signal Level"** **"Digital Signal Level 0 (DS-0)"** **"Digital Signal Level 1 (DS-1)"** **"Digital Signal Level 3 (DS-3)"** **"Disconnect Supervision"**		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and		**"Discontinuance Notice" means the written notice sent by the Billing Party to the other Party that**		**Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be**	

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	contracts which will reflect exact same issue.		**notifies the Non-Paying Party that in order to avoid disruption or disconnection of the Interconnection products and/or services, furnished under this Agreement, the Non-Paying Party must remit all *undisputed* Unpaid Charges to the Billing Party within fifteen (15) calendar days following receipt of the Billing Party's notice of *undisputed* Unpaid Charges.**		**further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Disputed Amounts" means the amount that the Disputing Party contends is incorrectly billed.**		**Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Disputing Party" means the Party to this Agreement that is disputing an amount in a bill rendered by the Billing Party.**		**Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified.** **This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.**	
			"Electronic File Transfer"		RESOLVED.	

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"End User(s)" means a Third Party subscriber *of Authorized* Services provided *in whole or in part* by any of the Parties, including a "roaming" user of *the Sprint wireless* network. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.**		Sprint agrees to include as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Enhanced 911 Service (E911)"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Environmental Hazard"**		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in both Wireline and Wireless contracts as disputed			**"Equal Access Trunk Group"**	Sprint PCS does not see the reason/ need for separate equal access trunks for the exchange of third-party IXC traffic between Sprint/AT&T that is delivered to/from the third-party IXC to one party for further delivery to/from the other party.	

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	language, but appears to only show up in Wireless DPL and contract text.					
			"Exchange Message Interface (EMI)"		RESOLVED.	
			"Exchange Access ~~Service~~"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Facility" or "Facilities" means the elements, including but not limited to wire, line, cable, associated hardware and software that is used by a Party to provide Authorized Services.**		This is an appropriate, encompassing definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"FCC"		RESOLVED.	
			"Fraud Monitoring System"		RESOLVED.	
			"Governmental Authority"		RESOLVED.	
			"Hazardous Substance" or "Hazardous Materials"		RESOLVED.	
			"Incumbent Local Exchange Carrier (ILEC)"		RESOLVED.	
			"Information Services"		RESOLVED.	
			"Intellectual Property"		RESOLVED.	
			"Interconnected VoIP Service"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact		**"Interconnection *or Interconnected" has the* meaning as defined *at 47 C.F.R. §§ 20.3 and 51.5.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	same issue.				a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue (including AT&T's use of "Entrance Facilities" terminology).		***"Interconnection Facilities"* means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch's point of presence in an MTA or LATA, as applicable, and *either a)* a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected *or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly Interconnected with the Sprint Central Office Switch via AT&T.***		Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Interconnection Service(s)" **"Interexchange Carrier (IXC)"**		RESOLVED.	
			"InterLATA"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline contracts each		**"IntraMTA Traffic" means *Telecommunications* traffic to or from *Sprint's wireless network* that**		Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA defintion. Alternatively,	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	contain "IntraMTA Traffic" and "InterMTA Traffic" as disputed terms; but only the wireless DPL contains the terms as issues (i.e. cannot find reflected in wireline DPL).		**originates on the network of one Party in one MTA and terminate *on the network of the other Party* in the same MTA (as determined by the geographic location of the *POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).*** **"InterMTA Traffic" means *Telecommunications* traffic to or from *Sprint's wireless network* that originates on the network of one Party in one MTA and terminate *on the network of the other Party* in another MTA (as determined by the geographic location of the *POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).***		can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"ISP-Bound Traffic"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			**"JIP"**	Sprint does not agree with AT&T proposed use of JIP, and the term is otherwise unnecessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
				"Local Access and Transport Area (LATA)"	RESOLVED	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Late Payment Charge" means the charge that is applied when a Billed Party fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available or received by the Billing Party as of the Bill Due Date, or if the Billed Party does not submit the Remittance Information.** **"Letter of Credit" means the unconditional, irrevocable standby bank letter of credit from a financial institution acceptable to the Billing Party naming the Billing Party as the beneficiary (ies) thereof and otherwise on a mutually acceptable Letter of Credit form.**		Subject to resolution of Attachment 7 Billing to what extent, these term(s) may be used or must be further modified. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"LIDB (Line Information Data Base)"		RESOLVED.	
			"Local Exchange Carrier (LEC)"		RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			"Local Exchange Routing Guide (LERG)"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language, and the treatment of the term "Interconnection" should be identical.		**"Local Interconnection"** is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.		This is an unnecessary, duplicative term in light of the prior, appropriate definition of Interconnection. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Local Number Portability (LNP)"		RESOLVED	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.			**"Local Only Trunk Groups"**		
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.			**"Local Traffic"**		
			"Location Routing Number		RESOLVED.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			(LRN)"			
			"Local Service Request (LSR)"		RESOLVED.	
			"Loss" or "Losses"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL (not included in wireline DPL) and contracts (included in both contracts as disputed) which will reflect exact same issue.		**"Mobile Switch Center (MSC)"** – see Central Office Switch definition		Will address in Central Office Switch definitions.	
			"Major Trading Area (MTA)"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.			**"Meet-Point Billing (MPB)"**		
			"Message Distribution"		RESOLVED.	
				"Multiple Exchange Carrier Access Billing (MECAB)"	RESOLVED.	
			"Network Element"		RESOLVED.	
				"Network Interface Device (NID)"	**RESOLVED.**	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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				"Non-Intercompany Settlement System (NICS)"	**RESOLVED.**	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Non-Paying Party"*** means the Party that has not made payment ***of undisputed amounts*** by the Bill Due Date of all amounts within the bill rendered by the Billing Party		**Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"North American Numbering Plan (NANP)"		RESOLVED.	
			"Numbering Plan Area (NPA)"		RESOLVED.	
			"Number Portability"		RESOLVED.	
			"NXX" or "Central Office Code"		RESOLVED.	
			"Operator Services"		RESOLVED.	
			"OBF"		RESOLVED.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.			**"Offer Services".**	Where is term used, and what is the intended purpose for including it? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Operations Support Systems (OSS)"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL		**This is not an appropriate term.**	**"Originating Landline to CMRS Switched Access Traffic" "Originating**	**AT&T is attempting to impose switched access upon Sprint for AT&T**	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	and contracts which will reflect exact same issue. AT&T depicts this term in both its Wireless and Wireline proposed contract language, but only includes it within its Wireless DPL.			**Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T-9 STATE's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&T-9 STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-9 STATE shall charge and Sprint shall pay AT&T-9 STATE the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.**	**originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.**	
	See and cf: AT&T Wireless and Wireline contracts each contain as disputed term, but only shows up in ATT wireless DPL.		**"Paging Traffic" means traffic to *Sprint's* network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to *Sprint.***		**Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first place – what is AT&T talking about re "frequency licensed to AT&T-9 STATE?"** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			"Party"		**RESOLVED.**	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Past Due" means when a Billed Party fails to remit payment for any *undisputed* charges by the Bill Due Date, or if payment for any portion of the *undisputed* charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the *undisputed* charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).**		**Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Person"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Interconnection Point" or "Point of Interconnection (POI)"*** means the ***Technically Feasible*** physical ***point***(s) ***requested by Sprint*** at which ***an Interconnection Facility joins*** the Parties' networks for the purpose of establishing Interconnection ***between the Parties, or a Party and a Third-Party***.		Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"*Permanent* Number		RESOLVED.	

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			Portability (PNP)"			
			"Physical Collocation"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Public Switched Network or Public Switched Telephone Network (PSTN)"*** means or refers to ***any common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. 20.5. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Public Safety Answering Point (PSAP)"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			**"Rate Center," "Rating Point,"** and **"Routing Point"**	**Rate Centers, Rating Points and Routing Points do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, Rating or Routing Points, therefore, Sprint sees no reason to include such definitions.**	
			"Referral Announcement"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Remittance Information"** means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.		**Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.** This/these provision(s) should be	

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					substantively the same whether a single ICA or two separate ICAs are used.	
			"Selective Router".		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue. Appears in AT&T Wireline documents but not wireless.		**"Service Start Date"** means the date on which services were first supplied under this Agreement.		Where is/are the following definition(s) used in the wireless provisions? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
				"Service Switching Point (SSP)"	RESOLVED.	
				"Serving Wire Center(SWC),"	RESOLVED.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Shared Facility Factor"**		RESOLVED.	
			"Signaling System 7 (SS7)"		RESOLVED.	
			"SMR"		RESOLVED.	

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			"SPNP""		RESOLVED.	
			"State Abbreviations"		RESOLVED.	
			"Subsidiary"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts: proposed in AT&T wireline DPL but shown as accepted in contract; and does not show at all in either wireless documents.		**"Surety Bond"** means a bond from a Bond company with a credit rating by A.M.BEST better than a "B." This bonding company shall be certified to issue bonds in a state in which this Agreement is approved.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireline contract which reflects the disputed term, but not the DPL; but the disputed term is reflected in both the wireless DPL and contract.		**Switched Access Service** means an offering ***to an IXC*** of access ***by AT&T-9STATE*** to AT&T-9 STATE's network for the purpose of the originating or the termination of traffic from or to End Users in a given area pursuant to Switched Access services tariff.		Sprint can accept with edits. However, where is definition used? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf:		***"Sprint Third Party Provider"***		Sprint proposed definition	

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	AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Tax" or "Taxes"		RESOLVED.	
			"Technically Feasible"		RESOLVED.	
			"Telcordia"		RESOLVED.	
			"Telecommunications"		RESOLVED.	
			"Telecommunications Act of 1996"		RESOLVED.	
			"Telecommunications Carrier"		RESOLVED.	
			"Telecommunications Service"		RESOLVED.	
			"Telephone Exchange Service"		RESOLVED.	
			"Telephone Toll Service"		RESOLVED.	
	See and cf: AT&T shows this as a disputed term in both Wireless and Wireline contracts, but only in the Wireless DPL.			**"Terminating Inter-MTA Traffic" means traffic that, at the beginning of the call: (a) originates on CMRS Provider's network; (b) is sent from the mobile unit of CMRS Provider's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-9**	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be	

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				STATE's network in another MTA. This traffic must be terminated to AT&T-9 STATE as FGD terminating switched access per AT&T-9 STATE's Federal and/or State Access Service tariff.	exchanged between a CMRS Provider and LEC over Interconnection Facilities. **Therefore, there is no basis to include either this term, "Terminating InterMTA Traffic," which a) seeks to avoid AT&T obligation to pay for interMTA traffic that originates on its network and is terminated by Sprint, and b) seeks to impose artificial restriction on nature of traffic that can be exchanged over the Interconnection Facilities.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Termination"** has the meaning as defined at 47 C.F.R. § 51.701(d).*		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Third Party"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Third Party Traffic"** means traffic carried by ***a Party*** acting as a ***Transit Service provide*** that is originated and terminated by and between ***a Third Party and the other Party to this Agreement***		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			"Toll Free Service"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transport" has the meaning as defined at 47 C.F.R. § 51.701(c).***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Trunk(s)" or "Trunk Group(s)"		RESOLVED	
			"Trunk-Side"		RESOLVED.	

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Unpaid Charges"** means any ***undisputed*** charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Wire Center"		RESOLVED.	
			"Advanced Intelligent Network (AIN)" **"Intercompany Settlements (ICS)"**		RESOLVED.	
	Attachment 1 Resale					
33.	Should Attachment 1 be deleted from the Agreement?	Attachments 1			Tentative agreement to delete Attachment 1 as to both Sprint wireless and wireline entities.	
	Attachment 2 Network Elements and Other Services					
34.	Should Attachment 2 be deleted from the Agreement?	Attachments 2	See Sprint proposed Attachment 2 redlines.		Tentative agreement to delete Attachment 2 as to Sprint wireless entities. Updated response: Sprint provided AT&T redlines regarding Sprint wireline, to which an AT&T January 20, 2010	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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					response included agreement to some Sprint-proposed changes, disagreement with other Sprint-proposed changes, and then a failure to adequately respond to yet other Sprint-proposed changes or questions. For example, AT&T suggests that Sprint disagrees with AT&T's proposed Section 7.7 language, when in fact Sprint simply requested clarification of the meaning of AT&T's proposed language. In another example, AT&T proposed language for Section 7.1 and then apparently disagreed with its own proposal and attributes the disagreed language to Sprint. Sprint believes the majority of Attachment 2 "issues" can still be resolved, or in the absence of resolution, better defined for resolution through further discussion and submission of a Consolidated Joint DPL.	
	Attachment 3 Network Interconnection					
1.	Should the introductory title and paragraph be consistent with the Scope and Purpose language contained in GTC	Introductory title and paragraph.	**Network Interconnection *and the Exchange of Authorized Services Traffic*** The Parties shall provide Interconnection with each other's networks for the transmission and routing of		Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties. This/these provision(s) should be	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Part A? *See and cf;* AT&T Wireless DPL does not show this issue at all, but its proposed contract language shows it as disputed; and it is appropriately included as an issue in AT&T Wireline DPL for Attachment 3, Issue 2.		***Authorized Services Traffic*** on the following terms:		substantively the same whether a single ICA or two separate ICAs are used.	
2.	Should all definitions be located in GTC Part B; and, which Attachment 3 Definitions should be retained and/or modified? *See and cf;* AT&T's Wireless and Wireline DPLs, neither of which include this issue.	Section 1. Definitions			Yes. There is no reason to have multiple locations for Definitions. The final version of all ultimately retained Definitions should be moved to the GTC Part B Definitions. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf; AT&T Wireless	1.	**"Dedicated Transport".**		RESOLVED within GTC Part B definitions.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	DPL Issue 1 and proposed language which appears to leave this term in Attachment 3, but AT&T's Wireline materials appear to agree to move this term our of Attachment 3.					
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.	2.	**Sprint does not consider the terms "Interoffice Channel Dedicated Transport", "Local Channel" to be necessary.**		The use of the more generally applicable terms Facility(ties) and Interconnection Facilities, there is no need for individual items that are subsumed within the broader terms/concepts. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.	3.	**"Dark Fiber Transport" and "Shared Transport"**		Sprint agrees with deletion of these terms (for the same reasons the terms identified above should likewise be struck, i.e., Interoffice Channel Dedicated Transport" and "Local Channel").	
	See and cf; AT&T Wireless Attachment 3 Issue 2, but cannot find	4.	***"Fiber Meet" is a form of Meet Point Interconnection Arrangement*** whereby the Parties physically ***I***nterconnect their networks via an optical		To complete Fiber Meet definition, also need "Meet Point" and "Meet Point Interconnection Arrangement" from 51.5. Sprint's definitions are accurate and	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	where AT&T includes or address it in its Wireline materials.		fiber interface. ***"Meet Point"*** ***"Meet Point Interconnection Arrangement"***		specific. RESOLVED: "Meet Point" and "Meet Point Interconnection Arrangement"; need to confirm resolution re "Fiber Meet".	
	See and cf: AT&T appears to agree with deleting from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	5.	An additional "ISP-Bound Traffic" definition that is different than what is in GTC Part B definitions is not necessary or appropriate.		There is already an "ISP-Bound Traffic" definition in GTC Part B (which also needs revision to correct its erroneous reference to ISP traffic as "telecommunications" traffic rather than "information services"). Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	6.	Sprint does not agree with AT&T use or terminology of the terms "Local Traffic", "CLEC Local Traffic" or "Wireless Local Traffic" definitions.		Authorized Services traffic includes multiple traffic categories (Telephone Exchange Service traffic; Telephone Toll traffic; Exchange Access traffic; IntraMTA traffic; InterMTA traffic; Information Service traffic, Interconnected VoIP traffic; and, Transit traffic) and, where available, appropriate statutory terms should be used rather than generic labels such as the term "Local", which has been expressly rejected by the FCC. Further, compensation treatment should be addressed in	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					substantive compensation provisions of Attachment 3, rather than within a definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either the Wireless or Wireline DPLs.	7.	**Sprint does not consider the terms "Local Only Trunk Group" or "Serving Wire Center" to be necessary.**		Use of the generally applicable defined terms Facility(ties) and Interconnection Facilities, results in no need for individual items that are subsumed within the broader terms/concepts. Further, there is no requirement that traffic subject to reciprocal compensation be segregated to a "Local Only Trunk Group"; and, as to the unnecessary "Serving Wire Center" term, AT&T has proposed different definitions between GTC Part B and Attachment 3. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not	8.	"Transit Services Traffic"		See Sprint GTC Part B definition for "Transit Service Traffic" This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	confirm such move in either the Wireless or Wireline DPLs.					
	See and cf: AT&T appears to agree with deleting these three terms, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**Sprint does not consider the terms "Tandem Switching", "End Office Switching" or "Physical Point of Interconnection" to be necessary.**		The use of a stated Rate for each category of Authorized Services traffic renders the use of the terms "Tandem Switching", "End Office Switching" and "Physical Point of Interconnection" unnecessary. Further, AT&T's "Physical Point of Interconnection" definition is unnecessarily duplicative in light of the "Interconnection Point / Point of Interconnection" definition already in GTC Part B. And, again, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed deletion of this term, but AT&T does not confirm such deletion in either the Wireless or Wireline DPLs.	9.	"Virtual Point of Interconnection"		Sprint agrees with deletion of this term.	

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Sprint Exhibit 1

Sprint Communications Company Limited Partnership, Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-22-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
3.	Attachment 3, Section 2.1 falls within GTC Part A stated Issue 3 "Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement?" and Issue 5 "How Should Scope and Purpose be described?" *See and cf;* [redacted]	Attachment 3 Section 2.1 disputed in AT&T Wireless [redacted]	2.1 AT&T 9-STATE shall provide *I*nterconnection with AT&T 9-STATE's network at any *T*echnically *F*easible point within AT&T 9-STATE's network.		Sprint's language capitalizes the terms "Interconnection" and "Technically Feasible" (for which Sprint has added a defined term in GTC Part B), which should both be treated as defined terms. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
4.	What provisions should be included regarding	Attachment 3 Section 2.2	***2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide,***		Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Methods of Interconnection? *See and cf;* AT&T Wireless Attachment 3 Issues 3 and 4 and Wireline Attachment 3 Issue [redacted].		***Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATEs at the rates, terms and conditions set forth in***		concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			this Agreement.			
5.	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required? *See and cf;* AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue [redacted].	Attachment 3 Section 2.3	***2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.***		Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
6.	What provisions should be included regarding continuation of pre-existing arrangements? *See and cf;* AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue [redacted].	Attachment 3 Section 2.4	***2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&T 9-STATE shall continue to provide Interconnection through the existing Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may***		This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place, that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			request pursuant to this Agreement.			
7.	What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups? *See and cf;* AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6. [7.1 is now AT&T language re OA and OA Trunks] and 8.	Attachment 3 Section 2.5	***2.5 Interconnection Facilities.*** ***2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities*** shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. ***AT&T 9-STATE*** will provide out-of-band signaling using Common Channel Signaling Access Capability where ***Technically Feasible, AT&T 9-STATE and Sprint Facilities'*** shall provide the necessary on-hook, off-hook Answer and Disconnect Supervision and shall hand off		As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			calling party number ID when ***Technically Feasible.*** If a ***P***arty ***I***nterconnects via the purchase of ***F***acilities and/or services from the other ***P***arty, the appropriate tariff from which such services are purchased ***for use as Interconnection Facilities*** will apply, ***subject to the rates, terms and conditions set forth in this Agreement.*** ***2.5.2 Trunk Groups. The Parties*** will establish trunk groups from the ***Interconnection Facilities*** such that each ***P***arty provides a reciprocal of each trunk group established by the other ***P***arty. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, ***AT&T 9-STATE*** will provide or bear the cost of all trunk groups for the delivery of ***Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint*** will provide the delivery of ***Authorized Services traffic from the Sprint Central Office Switch to each POI at***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			which the Parties Interconnect.			
8.	How are Interconnection Facility Costs apportioned between the Parties? Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the proportionate use of interconnection facilities? *See and cf;* AT&T Wireless Attachment 3 Issue 5 and Wireline Attachment 3 Issue 9	Attachment 3 Section 2.5.3	***2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:*** ***(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.*** ***(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint***		47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T's network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint "the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&T's network]." As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating network. *Mountain Communications, Inc. v. FCC*, 355 F.3d 644 (D.C. 2004). The AT&T cited case involves a wireless 1-way paging carrier. The decision fails to acknowledge and address either 1) the *Mountain* D.C. Circuit decision that an "originating carrier should bear *all* transport costs" associated with the delivery of its traffic, or 2) the application of the express language contained in 51.709(b). This/these provision(s) should be substantively the same whether a single ICA or two separate	

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			switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI. ***(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies,***		ICAs are used.	

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			be periodically determined and identified as a state-wide "Proportionate Use Factor". ***(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,*** ***(2) Unless another process is mutually agreed to by the Parties, on each invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1***			

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			equivalents basis. ***(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.*** ***(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly Interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint.*** ***(f) DEOT Interconnection***			

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			Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves			

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			the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.			
9.	What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities? *See and cf;* AT&T Wireless Attachment 3 Issue 6 and Wireline Attachment 3 Issue 10.	Attachment 3, Section 2.5.4	***2.5.4 Use of Interconnection Facilities.*** ***(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized Services traffic to or from any Third-Party.*** ***(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective***		Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities. Notwithstanding AT&T's stated position that "[s]ince the agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group. ***(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			IXC. ***(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic between a Third Party and AT&T 9-STATE.***			
10.	*See and cf;* AT&T Wireless Attachment 3 Issue 7, but in the Wireline it does not appear as a disputed issue in AT&T's Wireline DPL, and does appear as "Accepted" in the Wireline proposed language.	Attachment 3, Section 2.6	***2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.***		Sprint is entitled to Collocation that may be negotiated on an individual case basis. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
11.	*See and cf;*	Attachment 3,	**2.7 Fiber Meet**		Sprint's Fiber Meet language	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	AT&T Wireless Attachment 3 Issue 8 and Wireline Attachment 3 Issue 11.	Section 2.7	**Interconnection.** **2.7.1** Fiber Meet Interconnection between ***AT&T 9-STATE*** and Sprint can occur at any ***Technically Feasible*** point between ***Sprint*** premises and an ***AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.*** **2.7.2** If ***Sprint*** elects to Interconnect with ***AT&T 9-STATE*** pursuant to a Fiber Meet, ***the Parties*** shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall Interconnect for the transmission and routing of ***Authorizes Services traffic*** via ***designated Facilities*** at ***T***echnically Feasible transmission speeds as mutually agreed to by the Parties. ***The Parties*** shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. ***The technical specifications will be designed so that each Party may***, as far as is Technically Feasible,		incorporates the appropriate use of defined terms. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither ***Party*** will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). **2.7.3** There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both ***Parties,*** but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by ***the Parties*** pursuant to the requirements of this section. (a) Design One: ***Sprint's*** fiber cable (four fibers) and ***AT&T 9-STATE's*** fiber cable (four fibers) are connected at a ***Technically*** Feasible point between ***Sprint*** and ***AT&T 9-STATE*** locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber			

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			termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point ***Meet Point.*** (b) Design Two: Both ***Sprint*** and ***AT&T 9-STATE*** each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both ***Sprint*** and ***AT&T 9-STATE. AT&T 9-STATE*** will provide the fibers associated with the "working" side of the system. ***Sprint*** will provide the fibers associated with the "protection" side of the system. ***Sprint*** and ***AT&T 9-STATE*** will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both ***Sprint*** and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. **2.7.4** ***AT&T 9-STATE*** shall, wholly at its own expense, procure, install and maintain the agreed upon SONET			

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			equipment within the Interconnecting ***AT&T 9-STATE Central Office.*** 2.7.5 ***Sprint*** shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting ***Sprint Central Office.*** 2.7.6 ***Sprint*** and ***AT&T 9-STATE*** may mutually agree upon a ***T***echnically ***F***easible ***Point of Interconnection outside the I***nterconnecting ***AT&T 9-STATE Central Office*** as a Fiber Meet point. ***AT&T 9-STATE*** shall make all necessary preparations to receive, and to allow and enable ***Sprint*** to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. ***AT&T 9-STATE*** shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of			

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			Interconnection (i.e., Point of Interconnection to ***Sprint***, Point of Interconnection to ***AT&T 9-STATE).*** **2.7.7** ***Sprint*** shall deliver and maintain ***Sprint's*** fiber optic Facility wholly at its own expense. Upon verbal request by ***Sprint, AT&T 9-STATE*** shall allow ***Sprint*** access to the Fiber Meet entry point for maintenance purposes as promptly as possible. **2.7.8** Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both ***Sprint*** and ***AT&T 9-STATE*** agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above. **2.7.9** ***Sprint*** and ***AT&T 9-STATE*** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. ***Sprint*** and ***AT&T 9-STATE*** will develop			

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			and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by ***Sprint*** and ***AT&T 9-STATE.*** **2.7.10** ***Sprint*** and ***AT&T 9-STATE*** shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system. **2.7.11** Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet. **2.7.12** ***Neither Sprint*** or ***AT&T 9-STATE*** shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of ***Authorized Services*** traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if			

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			applicable, will apply.			
	This appears to be subsumed within prior Sprint Issue 5, AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 5, all of which address the location and number of POIs required.	AT&T Wireline Attachment 3, Section 2.8	There is no Section 2.8 within Sprint's proposed language.		There is no Section 2.8 within Sprint's proposed language.	
12.	What is the appropriate price for Interconnection Facilities / Trunking, TELRIC or Market? Is it permissible to price interconnection facilities for CMRS carriers at market based rates? *See and cf;* AT&T Wireless Attachment 3 Issue 9 and Wireline Attachment 3 Issue 12.	Attachment 3, Section 2.9	***2.9 Interconnection Facilities/Arrangements Rates and Charges.*** ***2.9.1 AT&T 9-STATE Rates and Charges. Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements ("Interconnection-Related Services") that AT&T provides to Sprint shall be at the lowest of the following Rates/Charges:*** ***a) The Rates/Charges in effect between the Parties' for Interconnection-Related***		47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the just and reasonable rate for Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing. In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be	

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			Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement; ***b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;*** ***c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-Related Services;*** ***d) AT&T 9-STATEs' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are***		required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing. Further, if AT&T provides interconnection arrangements to any carrier that is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T's tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether or not it is entitled to such pricing. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or, ***e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.*** ***2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE***			

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			shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges. ***2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.*** ***2.9.4 Billing. Except to the***		

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			extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.			
13.	What Network Management provisions should be included? What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?	Attachment 3; Section 3.	**3. Network Management** **3.1** ***The Parties*** will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. ***AT&T 9-STATE*** will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those		Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity. Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a	

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	What are the appropriate trunk blocking objectives? *See and cf;* AT&T Wireless Attachment 3 Issues 10, 11 & 12 and Wireline Attachment 3 Issue 13.		Facilities and networks. **3.2 *Blocking.*** The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. ***3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium***		requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements). **3.3** ***Network Congestion. The Parties*** will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion. ***3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic.*** **3.4** Neither ***P***arty intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's			

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			network ***i***nterconnection arrangement ***to conform to the terms and conditions*** contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, ***but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.*** 3.5 ***Signaling. The Parties*** will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.			

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			3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or changes with Sprint that would impact the submitted forecast. 3.7 ***The Parties*** will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where ***AT&T 9-STATE*** provides recording capabilities. This exchange of information is required to enable each ***P***arty to bill properly.			
14.	Is Transit Service a form of Interconnection	Attachment 3, Section 4	4 ***Transit Service.*** ***4.1 AT&T 9-STATE shall***		Yes. Transit Service is the means by which Indirect Interconnection is implemented,	

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	transmission and routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11? *See and cf;* AT&T Wireless Attachment 3 Issue 13 and Wireline Attachment 3 Issue 1.		***provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint is Interconnected to AT&T 9-STATE.*** ***4.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.*** ***4.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.***		and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D). AT&T has been required to provide transit at TELRIC pricing unless AT&T can justify additional costs. *See Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended,* Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006). AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
15.	*See and cf:*	Attachment 3,	**5. Local Dialing Parity**		Sprint specifically does not	

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	AT&T appears to have accepted Section 5 Local Dialing Parity language in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Section 5	Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.		accept AT&T "out of exchange language" that is proposed in its wireline language – now "ATTACHMENT 3a – OUT OF EXCHANGE-LEC". This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
16.	Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill each other for traffic exchanged over Interconnection Facilities? *See and cf;* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.	Attachment 3, Section 6, 6.1.1 – 6.1.2	***6. Authorized Services Traffic Per Minute Usage.*** ***6.1 Classification of Authorized Services Traffic Usage.*** ***[If only two billable categories are deemed necessary:]*** ***6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireless Terminated Traffic (which will include IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.***		Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of: 1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit charge. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Authorized Services wireline Terminated Traffic (which will include Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic), Jointly Provided Switched Access traffic, or Transit Service Traffic.			
17.	If more than two categories of Authorized Services traffic and corresponding rates are required, how should Authorized Services traffic be categorized? *See and cf;* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the	Attachment 3, Alternative Section 6, 6.1.1 – 6.1.2	***[If more than two billable categories are deemed necessary:]*** ***6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.*** ***6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this***		If more than two (2) billable Authorized Services Traffic categories must be used, Sprint's language identifies each of the appropriate categories for classifying traffic under this Agreement. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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	Wireline DPL Issue 14 does not accurately depict Sprint's language.		***Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.***			
18.	For each category of Authorized Services traffic, what compensation is due from each Party to the other? What is appropriate compensation for Section 251 (b)(5) traffic? What is the appropriate language to reflect the actual flow and treatment of ISP-bound traffic between the	Attachment 3; Section 6.2.	**6.2 Authorized Services Traffic Usage Rates.** **6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of Authorized Service traffic is contained in the Pricing Schedule attached hereto.** ***6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:*** ***[If only two billable categories are deemed necessary:]*** ***Sprint wireless traffic/Sprint CLEC wireline traffic:*** ***- Terminated wireless/wireline Traffic***		This section establishes the application of the Conversation MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is the next Issue. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic? *See and cf;* AT&T Wireless Attachment 3 Issue 15 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.		***Rate*** ***- Transit Service Rate*** ***[If more than two billable categories are deemed necessary:]*** ***Wireless traffic:*** ***- IntraMTA Rate*** ***- Land-to-Mobile InterMTA Rate*** **Wireline traffic:** ***- Telephone Exchange Service Rate*** ***- Telephone Toll Service Rate*** ***Wireless or Wireline traffic:*** ***- Information Services Rate*** ***- Interconnected VoIP Rate- N/A*** ***- Transit Service Rate*** **6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:** ***a) The Rate contained in the Pricing Schedule attached hereto;***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement; ***c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,*** ***d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.*** ***6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any***		

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint. ***6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.***			
19.	What is the a) fair and reasonable, or b) TELRIC rate where applicable, for each category of compensable traffic? *See and cf;* AT&T Wireless Attachment 3 Issue 16 and Wireline Attachment 3 Issue [redacted].	Attachment 3, Establishment of applicable rates to be populated in Pricing Sheet	***Wireless traffic rates:*** ***- IntraMTA Rate: [TBD]*** ***- Land-to-Mobile InterMTA Rate: [TBD]*** **Wireline traffic rates:** ***- Telephone Exchange Service Rate: [TBD]*** ***- Telephone Toll Service Rate: Applicable access tariff rates*** ***Wireless or Wireline traffic rates:***		Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the $.0007 ISP rate, or c) at a TELRIC rate. Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an interMTA MOU is	

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			- Information Services Rate: .0007 ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD]***		exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call. Wireline Telephone Toll Service traffic is subject to each parties' applicable access tariff rates. Whether the traffic is a wireless or wireline call: 1) The FCC rate for ISP Information Service traffic is $.0007; 2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate	

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					for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and, 3) Transit Service traffic is subject to a TELRIC Rate. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
20.	What billing and recording provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 Issue 17 and Wireline Attachment 3 Issues 15 and 17.	Attachment 3, Section 6.3, 6.3.1 – 6.3.8, except for 6.3.7 which is separately addressed as next issue.	**6.3 Recording and Billing for Authorized Services Traffic.** ***6.3.1 Each Party will perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.*** ***6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.*** ***6.3.3 Where SS7 connections exist, each***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN"). ***6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.*** ***6.3.5 The Party that performs the transmission, routing, termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate..*** ***6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic.***			

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			If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties. ***6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			routing of the Parties. ***[6.3.7 Conversion to Bill and Keep is a separate issue below.]*** ***6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.***			
21.	When should otherwise compensable traffic be exchanged on a Bill and Keep basis? *See and cf;* AT&T Wireless Attachment 3 Issue 18 and Wireline Attachment 3 Issue 16.	Attachment 3, Section 6.3.7	***6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone Exchange Service traffic.*** ***a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7. ***b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%,***			

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			in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding			

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			the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7. ***c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.***			
22.	How should each Party be	Attachment 3, Section 6.4	***6.4 Terminating InterMTA Traffic. The Parties***		The FCC First Report and Order, as well as Section 251(g) only	

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	compensated for terminating interMTA Traffic on its network that was originated on the other Party's network? AT&T has now restated the Issue to be: "Should Inter-MTA traffic, both originating and terminating, be subject to Access Charges?" *See and cf;* AT&T Wireless Attachment 3 Issue 19 and does not include in its Wireline materials.		***recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches***		contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time the FCC changed its applicable rules. Prior to and since passage of the the Act, the FCC has consistently held that CMRS providers are not IXCs. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable compensation paid by the originating carrier to the terminating network. AT&T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities. Therefore, it is reasonable for AT&T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however, will typically incur greater cost to terminate an AT&T-originated interMTA call because of additional switching and distance to terminate such a call. Therefore, Sprint should be compensated at a higher rate to terminate an AT&T-originated interMTA call than it does to	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11. ***6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls.*** ***6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities***		terminate an AT&T-originated intraMTA call handed to Sprint over the Interconnection Facilites. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate. ***6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific "Land-to-Mobile Terminating InterMTA Factor" to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party's request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per***			

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			calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement. ***6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for the same MOUs.***			
23.	What provision is appropriate regarding representations with respect to switched access services traffic? *See and cf;*	Attachment 3, Section 7, 7.1.1 – 7.1.2	**7. Interconnection Compensation** ***7.1.1 Except as may be otherwise be provided by Applicable Law,*** neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as traffic ***subject to the***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	AT&T's Wireline Issue 14, Section 6.1.5.2., Issue 19, Section 6.1.4., Wireline Issue 21, Section 6.1.5.2, and [illegible] But, AT&T has not accurately depicted Sprint's language.		payment of reciprocal compensation. **7.1.2.** Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of any traffic, and the associated compensation.			
24.	What Wireless Meet Point Billing provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 Issue 2[illegible] and not included in AT&T's Wireline materials.	Attachment 3, Section 7.2	**7.2 Wireless Meet Point Billing** ***7.2.1*** For purposes of this Agreement, ***Wireless*** Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to ***J***ointly ***P***rovided ***S***witched ***A***ccess calls ***where both Parties are providing such service to an IXC***, and ***Transit Service*** calls ***that*** transit AT&T 9-STATE's network from an originating ***T***elecommunications carrier other than AT&T 9-STATE and terminating to a ***T***elecommunications carrier other than AT&T 9-STATE or the originating		It is inconsistent for AT&T to seek/claim a different default percentage of a given route than the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage between the Parties of 50-50. Specifically struck the 800 data base query charge – that is charge to IXC, not to interconnecting carrier. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			*T*elecommunications carrier. Subject to Sprint providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for ***Transit Service*** traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. **7.2.2** Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier			

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			Name Abbreviation (ACNA), and (2) ***a*** Billing Interconnection Percentage. A default Billing Interconnection Percentage of ***50%*** AT&T 9-STATE and ***50%*** Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all ***Jointly Provided Switched Access*** calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&T 9-STATE and Sprintacknowledge that the exchange of 1150 records will not be required. ***7.2.3*** Meet Point Billing will be provided for ***Transit Service*** traffic which transits AT&T 9-STATE's network at the ***T***andem level only. Parties desiring Meet Point Billing will subscribe to ***T***andem level ***I***nterconnections with AT&T 9-STATE and will deliver all ***Transit Service*** traffic to AT&T 9-STATE over such ***T***andem level ***I***nterconnections. Additionally, exchange of records will necessitate both the originating and terminating			

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			networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the *T*andem, in which *I*nterconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis. ***7.2.4*** In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			LNP data base query prior to delivery of such traffic to AT&T 9-STATE. 7.2.5 Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T 9-STATE at the ***Transit Service Rate*** for ***Sprint-originated Transit Service*** traffic delivered to AT&T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for ***J***ointly ***P***rovided ***S***witched ***A***ccess traffic will occur consistent with the most current MECAB billing guidelines.			
25.	What wireline-specific Percentage Interstate Usage, Percent Local Facility, Audit, Telephone Toll Service and Mutual Provision of Switched Access Service provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 DPL, which does	Attachment 3, Section 7.3	***7.3 CLEC Billing Related.*** ***7.3.1*** **Percentage Interstate Usage**. In the case where Sprint, ***as a CLEC,*** desires to terminate its local traffic over or commingled on its ***wireline entity's*** Switched Access Feature Group D trunks, Sprint will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and		Sprint disagrees with various AT&T modifications/deletions. Sprint's edits and acceptances consist of: - Sprint 7.3.1 **Percentage Interstate Usage** is original 6.2, as previously amended, with further slight revisions to expressly identify applicability to Sprint CLEC as indicated. The balance appears to be same language as proposed by AT&T; - Sprint 7.3.2 **Percent Local Use** is original 6.3, as previously amended, which appears to be same language as proposed by	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	not include this issue; and, Wireline Issue 14, 15, 20, 22 and 23. AT&T does not accurately depict Sprint's language in all cases.		regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that		AT&T. - Sprint 7.3.3 **Percent Local Facility** is original 6.4, as previously amended. Sprint does not accept AT&T edit to 6.4. - Sprint 7.3.4 **Audits** is original 6.5. Sprint does not accept edit to 6.5. - Sprint accepts AT&T deletion of original 6.6, and original 6.7 is addressed above in section 7.2. - Sprint 7.3.5 **Compensation for CLEC *Telephone Toll Service* traffic** through 7.3.5.5 is original 6.8 through and including 6.8.5, edited as indicated to reflect correct usage of defined terms, but otherwise appears to be same language proposed by AT&T. - Sprint ***7.3.6* Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE** through and including 7.3.6.5 is the reinserted original 6.9 title and 7.3.6.1 through and including 7.3.6.5 is the reinserted original 6.9.2 through and including 6.9.6, edited to replace "BellSouth with AT&T-9STATE. If two separate ICAs are used, these provisions can either be designated in each contract to	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid. ***7.3.2* Percent Local Use.** AT&T-9STATE and Sprint will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to be billed to the other Party. For purposes of developing the PLU, AT&T-9STATE and Sprint shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and		only be applicable to wireline; or, only be included in the wireline.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint with the calculated PLU factor for Sprints originated traffic for Sprint's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU factor, Sprint will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			this Agreement, Sprint will provide AT&T-9STATE with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option, be utilized to determine the appropriate Local usage compensation to be paid. ***7.3.3*** **Percent Local Facility**. AT&T-9STATE and Sprint will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Reporting Guide. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint with the calculated PLF factor for Sprint's originated traffic for Sprints approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			local jurisdiction rates. ***7.3.4*** **Audits.** On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters			

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			following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit. ***7.3.5*** **Compensation for CLEC *Telephone Toll Service* traffic.** ***7.3.5.1*** CLEC ***Telephone Toll Service*** traffic. For purposes of this Attachment, CLEC ***Telephone Toll Service*** Traffic is defined as any telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA and results in ***Telephone Toll Service*** charges being billed to the originating end user by the originating Party. Moreover, AT&T-9STATE originated ***Telephone Toll Service*** will be delivered to Sprint using traditional Feature Group C non-equal access signaling. ***7.3.5.2*** Compensation for CLEC ***Telephone Toll Service*** Traffic. For terminating its CLEC ***Telephone Toll Service*** traffic on the other company's			

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			network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates. ***7.3.5.3*** Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs. ***7.3.5.4*** Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. ***7.3.5.5*** 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended. ***7.3.6*** **Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE** ***7.3.6.1*** When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be			

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			billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary. ***7.3.6.2*** AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			transporting data. ***7.3.6.3*** AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. ***7.3.6.4*** AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. ***7.3.6.5*** The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.			
26.	What OSS	Attachment 3,	**8. Operational Support**		RESOLVED.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	provisions should be included? *See and cf:* AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Section 8	**Systems (OSS) Rates** AT&T 9-STATE has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically. LENS Local Exchange Navigation System EDI Electronic Data Interface TAG Telecommunications Access Gateway LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
27.	What Pricing Sheet provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 Issue 2[redacted] and Wireline Attachment 3 Issue 14.	Attachment 3 Pricing Sheet	***[State Name] PRICING SHEET*** ***Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.*** ***A. Interconnection Facility/Arrangements Rates will be provided at the lower of:*** ***- Existing Prices;***		Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues. Usage Rates: Sprint is willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated Rates" to avoid need for updated AT&T TELRIC studies: 1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate $0.00035 - OR –	

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			- Negotiated Prices [TBD]; *- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];* *- AT&T Tariff Prices at 35% reduction;* *- AT&T TELRIC Prices [TBD]* *B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:* *- Negotiated Prices [TBD];* *- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];* *- AT&T TELRIC Prices [TBD]* *Based upon the foregoing, the respective wireless traffic and wireline traffic usage rates are:* *1) Wireless:* *- IntraMTA Rates:* *Type 2A: [TBD*]* *Type 2B: [TBD*]* *- Land-to-Mobile*		2) All Authorized Services traffic at same Rate: $0.0007 Tandem/$0.00035 End Office; and, Transit Service Rate $0.00035 - OR – 3) A. Wireless: - IntraMTA Rates: Type 2A: $0.0007 Type 2B: $0.00035 - Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): $0.0014; - Land-to-Mobile Terminating InterMTA Factor: 2%; **B. Wireline** - Telephone Exchange Service Rate: $0.0007; - Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate; C. Either Wireless or Wireline: - Information Services Rate: No Rate - Bill and Keep; - Interconnected VoIP Rate: No Rate - Bill and Keep; and, - Transit Service Rate: $0.00035 This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			InterMTA Rate (2X Type 2A IntraMTA Rate): [TBD*] ***- Land-to-Mobile Terminating InterMTA Factor: 2%*** **2) Wireline:** ***- Telephone Exchange Service Rate: [TBD*]*** ***- Telephone Toll Service Rate: Terminating Party's interstate/intrastate access Tariff Rate*** ***3) As to following type of traffic, whether wireless or wireline traffic:*** ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD*]***			
28.	New AT&T Wireline DPL Issue 19: Should the interconnection agreement set forth Sprint's	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5		**6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic**	It is improper for AT&T to seek indemnification from Sprint on this issue. Any compensation paid by AT&T to a third party for Sprint originated traffic would presumably be the direct result of AT&T's own actions in deciding and making inappropriate payments to third parties,	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers.

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	obligations with respect to intercarrier compensation on Sprint's traffic routed to/from Third Parties?			from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic		

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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				compensation issues.		
	Attachment 4 Collocation					
	Is "Attachment 4 - Collocation" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?	Attachment 4			Tentative agreement to accept Attachment 4 as to both Sprint wireless and wireline entities.	
	Attachment 5 Local Number Portability and Numbering					
	Is "Attachment 5 Local Number Portability and Numbering" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language? *See and cf;* AT&T Wireless Attachment 5 Issue 1 and Wireline Attachment 5 Issue 1.	Attachment 5	See previously provided redlines.		Sprint has provided Attachment 5 redlines, and the parties continue to work on the language and may be able to reach resolution.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Sprint Exhibit 1

Sprint Communications Company Limited Partnership, Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-22-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Attachment 6 Ordering					
	What should be the Attachment 6 Ordering provisions? *See and cf;* AT&T Wireline Attachment 6 Issue 1.	Attachment 6			[redacted]	
	Attachment 7 Billing					
1.	What should be the Attachment 7 Billing provisions? Is "Attachment 7- Billing" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language? *See and cf;* AT&T Wireless Attachment 7 Issues 1, 2, 3, 4, 5, 6, 7*[AT&T Proposed an improper billing mechanism for*	Attachment 7, Section 1	**1.0 Billing and Payment of Charges** 1.1 ***Unless otherwise stated, each Party will render monthly bill(s) and pay in full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule*** 1.2 ***Invoices*** 1.2.1 ***Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.*** 1.2.2 ***Parties agree that***		Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Shared Facility Cost] , 8, 10,11, and Wireline Attachment 7 Issue 1, 2, 3, 4, 5, 6, 7, 8, 10,		***each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party*** 1.2.3 ***Invoices between the Parties shall include, but not be limited to the following pertinent information:*** ***Identification of the monthly bill period (from and through dates)*** ***Current charges*** ***Past due balance*** ***Adjustments*** ***Credits*** ***Late payment charges*** ***Payments*** ***Contact telephone number for billing inquiries*** 1.2.4 ***Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.*** 1.2.5 ***Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute. 1.2.6 ***Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.*** 1.2.7 ***Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office.*** **1.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.** 1.3.1 ***If any portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is***			

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			received by the Billing Party in funds that are not immediately available, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists,			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			as set forth pursuant to the applicable state law. 1.4 ***Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the Initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.*** 1.5 ***Payment is considered to have been made when an Electronic Funds Transfers (EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied.*** 1.6 ***The Parties shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by each Party. -The BAN on which payment is being made will be communicated together with the funds transfer via the ACH network. The Parties will***			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is not liable for any delays in receipt of funds or errors in entries caused Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees. 1.7 ***As of the effective date of this Agreement, the Parties have already established EFT arrangements between the Parties.*** 1.8 ***If any portion of an amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of theDisputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party.*** 1.9 ***Each Party will notify***			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test the new format and make changes deemed necessary. 1.10 ***Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.***			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Wireline specific: ***1.11 AT&T-9STATE will bill the Sprint CLEC entity in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T-9STATE will also bill CLEC, and CLEC will be responsible for and remit to ATT-9STATE, all charges applicable to resold services including but not limited to 911 and E911 charges, telecommunication relay charges (TRS), and franchise fees.*** ***1.11.1*** With respect to services resold by CLEC, any switched access charge associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, **AT&T-9STATE**. No additional charges are to be assessed to CLEC. ***1.11.2*** AT&T-9STATE will not			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			perform billing and collection services for CLEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within **AT&T-9STATE**. ***1.11.3*** Pursuant to 47 CFR Section 51.617, for resold lines AT&T-9STATE will bill CLEC end user common line charges identical to the end user common line charges AT&T-9STATE bills its end users.			
2.	*See and cf;* AT&T Wireless Attachment 7 Issues 13, 14, 15, and 17 and Wireline Attachment 7 Issues 12 and 13.	Attachment 7, Section 2	**2.0 Nonpayment and Procedures for Disconnection** 2.1 ***Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.*** 2.2 ***Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution Section provision set forth in Section 3.0 below.*** 2.3 ***Limitation on Back-billing*** 2.3.1 ***Notwithstanding***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			anything to the contrary in this Agreement, a Party shall be entitled to: **Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any**			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6) months from the date of the final order allowing or approving such charge			
3.	*See and cf;* AT&T Wireless Attachment 7 Issue 16, 18 and Wireline Attachment 7 Issue 14.	Attachment 7, Section 3	**3.0 Dispute Resolution** **3.1** A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by ***the Billing Party***. The dispute must be clearly explained by ***the Disputing Party*** and supported by written documentation from ***the Disputing Party,*** which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by ***the Disputing Party*** until the dispute is resolved. Claims by ***the Parties*** for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved ***the Disputing Party*** will make immediate payment on any of the disputed amount owed to ***the Billing Party*** or ***the Billing Party*** shall have the right to pursue normal treatment procedures. Any credits due to ***the Disputing Party,*** pursuant to the Bona Fide Dispute, will be applied to the ***Disputing Party's*** account by ***the Billing*** Party immediately upon resolution of the dispute. 3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			handled pursuant to the terms of this section. 3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If ***the Billing Party*** rejects ***the Disputing Party's*** Bona Fide Billing Dispute, ***the Billing Party*** assumes the responsibility to provide ***the Disputing Party*** with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin: 3.3.1 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. 3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the *dispute will be escalated to the* fourth level of management for each of the respective Parties for resolution. 3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the ***Bona Fide*** Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. ***The Billing Party*** shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			to its tariffs.			
4.	*See and cf;* AT&T Wireline Attachment 7 Issue 15.	Attachment 7, Section 4	**Audits and Examinations** ***Audits and examinations related to billing will be conducted in accordance with the audit provisions of the General Terms and Conditions of this Agreement.***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
5.	*See and cf;* AT&T Wireline Attachment 7 Issue 17, 18, and 19.	Attachment 7, Section 5	**5.0 CLEC Specific - Daily Usage File** ***5.1 Upon written request from the Sprint CLEC entity, AT&T-9STATE will provide CLEC a Daily Usage File (DUF) for Resale Services provided hereunder. A DUF will be provided by AT&T-9STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Traffic, in EMI format for usage sensitive services furnished in connection with Resale Services to the extent that similar usage sensitive information is provided to retail End Users of AT&T-9STATE within that state, (ii) with sufficient detail to enable CLEC to bill its End Users for usage sensitive services furnished by AT&T-9STATE in connection with Resale Services provided by AT&T-9STATE, and (iii) operator handled calls provided by AT&T-9STATE. **5.2 General Provisions** **5.2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines, CLEC must also request and receive DUF on its measure-rated Resale lines.** **5.2.2 File transmission for DUF is requested by each unique State and OCN combination. CLEC**			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			must provide to AT&T-9STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file. 5.2.3 AT&T-9STATE will bill CLEC for DUF in accordance with the applicable rates set forth in the Pricing Schedule under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF), "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message. "There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines. 5.2.4 Call detail for LEC-carried calls that are alternately billed to CLEC End Users' lines provided by AT&T-9STATE through Resale will be forwarded to CLEC as rated call detail			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			on the DUF. **5.2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-9STATE for billing, which would otherwise be processed by AT&T-9STATE for its retail End Users, will be returned to the IXC and will not be passed through to CLEC. This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-9STATE records the message.** **5.2.6 Where CLEC is operating its own switch-based service and has contracted with AT&T-9STATE to provide operator services, upon written request from CLEC, AT&T-9STATE will provide CLEC a DUF for operator handled calls handled by AT&T-9STATE.** ***5.3 Recording Failures***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			5.3.1 When Sprint message data are lost, damaged, or destroyed as a result of AT&T-9STATE error or omission when either Party is performing the billing and/or recording function, and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 5.3.2 and AT&T-9STATE shall compensate Sprint for this lost revenue. ***5.3.2 Material Loss*** ***5.3.2.1 AT&T-9STATE shall review its daily controls to determine if data has been lost. AT&T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&T-9STATE to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it***			

Issue No.	Issue Description (& Sub issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business. 5.3.2.2 From message and minute volume reports for the Party experiencing the loss, AT&T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. AT&T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue. 5.3.2.2.1 Exceptions: ***a) If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2)***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			non-holidays. ***b) If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use volumes from the preceding and following Sunday.*** ***c). If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).*** ***d). In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.***			
6.	*See and cf;* AT&T Wireline Attachment 7 Issues 16, 20 and 21.	Attachment 7, Section 4	**6.0 CLEC Specific - Recording** 6.1 Responsibilities of the Parties ***6.1.1 AT&T-9STATE will record all Telephone Toll Service messages carried***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			over Interconnection Facilities that are available to AT&T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are not accessible by AT&T-9STATE-provided equipment or operators will not be recorded. The Recording equipment will be provided at locations selected by AT&T-9STATE. ***6.1.2 AT&T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for telephone toll service messages recorded by AT&T-9STATE.*** 6.1.3 **AT&T-9STATE** will provide AURs that are generated by **AT&T-9STATE.** ***6.1.4 Assembly and Editing will be performed on all telephone toll service messages recorded by AT&T-9STATE.*** 6.1.5 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			End Users, by office, by feature group or by location. ***6.1.6 AT&T-9STATE will provide message detail to the Sprint CLEC entity in data files, (a Secure File Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the Sprint CLEC entity to receive End User billable Records, Sprint may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider.*** ***6.1.7 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-9STATE reserves the right to limit the frequency of transmission to existing AT&T-9STATE processing and work schedules, holidays, etc.*** ***6.2 The Recording Party will determine the number of***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			data files required to provide the AUR detail to the receiving Party. ***6.2.1 Recorded AUR detail previously provided CLEC and lost or destroyed through no fault of the sending Party will not be recovered and made available to the receiving Party except on an individual case basis at a reasonable cost determined by the Recording Party.*** 6.2.2 ***When AT&T-9STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-9STATE may forward those messages to CLEC or designated CMDS Hosting service provider.*** 6.2.3 ***AT&T-9STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.*** 6.2.4 ***When CLEC is the Recording Company, CLEC agrees to provide its recorded telephone toll service message detail to AT&T-9STATE per MECAB***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			guidelines. 6.2.5 ***To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such facilities will be equally shared.*** **6.3 Basis of Compensation** 6.3.1 ***The Recording Company Party, agrees to provide EMI recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.*** **6.4 Limitation of Liability** 6.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement. 6.4.2 ***Except as otherwise***			

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			provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability to meet the terms of this Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages. 6.4.3 ***When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, at no charge, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company will retrieve and provide***		

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			requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party. 6.4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data			
7.	Can AT&T require escrow provisions? AT&T wireless Issue 4/see also wireline issue 9, although not stated exactly the same in both AT&T locations: What is the appropriate language to address escrow provisions? *See and cf;* AT&T Wireless Attachment 7 Issue 12 and 13 and Wireline Attachment 7 Issues 9 and 11.	Attachment 7			No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.	

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Sprint Exhibit 1

Sprint Communications Company Limited Partnership, Sprint Spectrum L. P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 03-10-2010, Edited in Light of Further Negotiations Through 04-22-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Attachment 8 Structure Access					
					Tentative agreement to accept Attachment 8 as to Sprint wireless and Sprint wireline. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	Attachment 9 Performance Measurements					
	What should be the "Performance Measurements" provisions? Should these Attachments which relate only to CLEC interconnection be deleted from this interconnection agreement since it is a wireless interconnection agreement?	Attachment 9	**1.0 General Provisions** **1.1** The Performance Measurements Plans referenced herein, notwithstanding any provisions in any other attachment in this Agreement, are not intended to create, modify or otherwise affect Parties' rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that AT&t-9STATE is limited to providing any particular manner of access. The Parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and Commission		Sprint does not object to Attachment 9 being made specifically applicable as between AT&T and the Sprint CLEC entity. The only part of AT&T's paragraph 1.2 that Sprint agrees to is the first sentence; and, Sprint does not agree with the unilateral nature or limited scope of AT&T's section 1.3. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

Sprint proposed language: Sprint "plain text" language (no-bold/no-italics/no-underline) is intended to represent either a) original ICA language that Sprint seeks to retain, or b) language that is different from the original ICA language, but as to which there is no dispute between the parties. Sprint "***bold italics***" language is intended to represent either c) Sprint edits to original ICA language, or d) newly proposed Sprint language.

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			decisions/regulations, and within this Agreement. **1.2** AT&T-9STATE's implementation of the Performance Measurements Plans addressed by this Attachment (Performance Measurement Plans(s), the Plan(s) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **1.3** Nothing herein shall be interpreted to be a waiver of ***either party's*** right to argue and contend in any forum, in the future, that Sections 251 and 252 of the ***Act does or does*** not impose any duty or legal obligation to negotiate, mediate or arbitrate a self-executing liquidated damages or remedy plan, ***or the applicability of such a remedy plan to wireless carriers***. **2.0 Region-Specific Provisions** **2.1.1** Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this			

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			Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation of AT"&T SOUTHEAST REGION 9-STATE pursuant to Commission order.			
	Attachment 10 Implementation Template					
					Tentative agreement to delete Attachment 10 template as to both Sprint wireless and Sprint wireline.	
	Attachment 11 Disaster Recovery Plan					
					Tentative agreement to delete Attachment 11 as to both Sprint wireless and Sprint wireline.	
	Attachment 12 911/E911					
	What should be the Attachment 12 911 provisions? Is "Attachment 12 – 911/E911"	Attachment 12 911	See previously provided redlines.		Sprint has provided Attachment 12 wireless/wireline redlines to which AT&T has responded, but AT&T has been unable to schedule a call due to SME unavailability.	

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	as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?					