

**Marguerite McLean**

100176-TL

**From:** WOODS, VICKIE (Legal) [vf1979@att.com]  
**Sent:** Friday, August 27, 2010 3:22 PM  
**To:** Filings@psc.state.fl.us  
**Subject:** 100176-TP/100177-TP AT&T Florida and Sprint's Joint Decision Point List  
**Importance:** High  
**Attachments:** Untitled.pdf

A. Vickie Woods

BellSouth Telecommunications, Inc. d/b/a AT&T Florida

150 South Monroe Street

Suite 400

Tallahassee, Florida 32301

(305) 347-5560

[vf1979@att.com](mailto:vf1979@att.com)

B. Docket No. 100176-TP: Petition for Arbitration of Interconnection Agreement between

BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications

Company L.P.

Docket No. 100177-TP: 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

C. BellSouth Telecommunications, Inc. d/b/a AT&T Florida

on behalf of Manuel A. Gurdian

D. 67 pages total (includes letter, certificate of service and attachment Joint Decision Point List)

E. BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp.,

NPCR, Inc. d/b/a Nextel Partners and Sprint Communications Company, L.P.'s Joint Decision Point List

.pdf

<<Untitled.pdf>>

DOCUMENT NUMBER-DATE

07170 AUG 27 09

8/27/2010

FPSC-COMMISSION CLERK



Manuel A. Gurdian  
General Attorney

AT&T Florida  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301

T: (305) 347-5561  
manuel.gurdian@att.com

August 27, 2010

Ms. Ann Cole  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

**Docket No. 100176-TP: Petition for Arbitration of Interconnection Agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Communications Company L.P.**

**Docket No. 100177-TP: 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**

Dear Ms. Cole:

Enclosed is BellSouth Telecommunications, Inc. d/b/a AT&T Florida and Sprint Spectrum L.P., Nextel South Corp., NPCR, Inc. d/b/a Nextel Partners and Sprint Communications Company, L.P.'s Joint Decision Point List, which we ask that you file in the captioned dockets. The Joint Decision Point List contains the parties' position statements, which are referred to by the parties' respective witnesses in their direct testimony filed on August 25, 2010.

Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Manuel A. Gurdian

cc: All parties of record  
Gregory R. Follensbee  
Jerry D. Hendrix  
E. Earl Edenfield, Jr.

**Certificate of Service**  
**Docket Nos. 100176-TP and 100177-TP**

I HEREBY CERTIFY that a true and correct copy was served via Electronic Mail  
this 27<sup>th</sup> day of August, 2010 to the following:

Florida Public Service Commission  
Charles Murphy, Staff Counsel  
Larry Harris, Staff Counsel  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850  
[cmurphy@psc.state.fl.us](mailto:cmurphy@psc.state.fl.us)  
Tel. No. (850) 413-6191  
[lharris@psc.state.fl.us](mailto:lharris@psc.state.fl.us)  
Tel. No. (850) 413-6856

Douglas C. Nelson  
William R. Atkinson  
Sprint Nextel  
233 Peachtree Street NE, Suite 2200  
Atlanta, GA 30339-3166  
Tel. No.: (404) 649-8983  
Fax. No.: (404) 649-8980  
[douglas.c.nelson@sprint.com](mailto:douglas.c.nelson@sprint.com)  
[bill.atkinson@sprint.com](mailto:bill.atkinson@sprint.com)

Joseph M. Chiarelli  
6450 Sprint Parkway  
Mailstop: KSOPHN03 14-3A621  
Overland Park, KS 66251  
Tel. No.: (913) 315-9223  
Fax. No.: (913) 523-9623  
[joe.m.chiarelli@sprint.com](mailto:joe.m.chiarelli@sprint.com)

Marsha E. Rule  
Rutledge, Ecenia & Purnell, P. A.  
Post Office Box 551  
Tallahassee, Florida 32302-0551  
(850) 681-6788  
[marsha@reuphlaw.com](mailto:marsha@reuphlaw.com)

Florida Public Service Commission  
Brenda Merritt  
2540 Shumard Oak Blvd.  
Room 270G  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-6850  
[bmerritt@psc.state.fl.us](mailto:bmerritt@psc.state.fl.us)

Florida Public Service Commission  
Frank Trueblood  
2540 Shumard Oak Blvd.  
Room 270E  
Tallahassee, FL 32399-0850  
Tel. No. (850) 413-7019  
[frueblo@psc.state.fl.us](mailto:frueblo@psc.state.fl.us)



---

Manuel A. Gurdian

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<b>I. Provisions related to the Purpose and Scope of the Agreements</b>						
1. <i>I.A.(1)</i>	(1) What legal sources of the parties' rights and obligations should be set forth in section 1.1 of the CMRS ICA and in the definition of "Interconnection" (or "Interconnected") in the CMRS ICA?	GTC Part A, Sections 1.1, 1.3, 1.4, 1.5  1.6-1.6.3 (AT&T)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) The Parties' CMRS ICA negotiations addressed interconnection under the FCC's regulations at 47 C.F.R. Parts 20 and 51, and Sprint's language recognizes the arbitrated CMRS ICA must comply with the FCC's interconnection regulations under both Part 20 and Part 51.	(1) The source of the Parties' rights and obligations in the ICA is Sections 251(b) and (c) of the Telecommunications Act of 1996, as implemented by the FCC's Part 51 regulations, which the FCC promulgated pursuant to the 1996 Act. The FCC did not promulgate its Part 20 regulations pursuant to the 1996 Act, and such additional rights as Sprint may have under those regulations therefore are not, and need not be, reflected in this ICA. See FCC's 1996 <i>Local Competition Order</i> , ¶ 1024.
2. <i>I.A.(2)</i>	(2) Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service? (Section 1.3)				(2) Yes. Although the FCC has determined that VoIP is an interstate service, it has not determined what, if any, charges apply. This statement recognizes why the Commission does not have jurisdiction to impose a rate for VoIP traffic at this time.	(2) No. The parties agree on the operative language for section 1.3 – either may use the Agreement to exchange VoIP traffic. The additional verbiage proposed by Sprint should be excluded because it has no bearing on the parties' dealings with each other under the ICA.
3. <i>I.A.(3)</i>	(3) Should either ICA state that the FCC has not determined whether VoIP is telecommunication service or information service? (Section 1.3)				(3) Yes. Federal law permits interconnected carriers to exchange interconnected VoIP traffic (or other traffic information services traffic) with an ILEC. It is discrimination for AT&T to send interconnected VoIP traffic to Sprint CMRS and refuse to accept such traffic from Sprint CMRS.	(3) No. Sprint CMRS may only send CMRS traffic to AT&T and that does not include VoIP.

8/27/10 Version

**Bold Underline represents proposed by AT&T**

***Bold Italics* represents proposed by Sprint**

DOCUMENT NUMBER: CATI

07170 AUG 27 09

FPSC-COMMISSION CLERK

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
4. I.A.(4)	(3) Should the CMRS ICA permit Sprint to send Interconnected VoIP traffic to AT&T? (CMRS section 1.3)				(4) Yes. Federal law does not restrict CMRS carriers from offering wholesale Interconnection services; or either CMRS or CLEC carriers from offering a range of such services that may, or may not, include obtaining NPA-NXXs from NANPA or the Number Pool Administrator for use by their wholesale interconnection carrier customer.	(4) No. Sprint's proposed last sentence of section 1.4 should not be included in the ICA
5. I.A.(5)	(4) Should Sprint be permitted to use the ICAs to exchange traffic associated with jointly provided Authorized Services to a subscriber through Sprint wholesale arrangements with a third party provider that does not use NPA-NXXs obtained by Sprint? (Section 1.4)				(5) Yes. FCC regulations do not restrict how Sprint CLEC may choose to provide services using third parties. It is discrimination for AT&T to seek to prevent Sprint CLEC from using an established network expansion method that is known to AT&T and been used by Sprint CMRS for a long time.	(5) No. AT&T has accepted Sprint's Network Manager language for the CMRS ICA, but the language should not be included in the CLEC ICA. The reason is that while Sprint CMRS has some identified Network Managers, there are no Sprint Affiliates or Network Managers identified in 'Exhibit A' for Sprint CLEC. (See Section 1.5.2 of Sprint's proposed language.) Unless and until Sprint CLEC identifies such companies and AT&T has a chance to investigate them, AT&T should not have to accept Sprint's language. If Sprint CLEC does identify a qualifying Affiliate or Network Manager, AT&T will negotiate an appropriate amendment to the Agreement.
6. I.A.(6)	(5) Should the CLEC Agreement contain				(6) No. AT&T's language is an overbroad, ambiguous limitation of the ICA to services provided in AT&T "specific operating	(6) Yes. AT&T's proposed language provides that AT&T's obligations under the ICA apply

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>Sprint's proposed language that requires AT&amp;T to bill a Sprint Affiliate or Network Manager directly that purchases services on behalf of Sprint? (Section 1.5)</p> <p>(6) Should the ICAs contain AT&amp;T's proposed Scope of Obligations language? (Section 1,6)</p>				<p>area(s)". The CLEC language requires Sprint customers to be in AT&amp;T territory. This is contrary to provisions that contemplate Sprint providing service to customers that originate traffic outside AT&amp;T territory.</p>	<p>only within the geographic areas where AT&amp;T provides service as an ILEC (and thus not, for example, where AT&amp;T might operate as a CLEC in the territory of another ILEC). This should not be controversial. Sprint has not explained its objection to the language, and AT&amp;T will respond as appropriate when and if Sprint does so.</p>
<b>Miscellaneous service or traffic-related definitions</b>						
<p>7. <i>I.B.(1)</i></p> <p>8. <i>I.B.(2)(a)</i></p>	<p>(1) What is the appropriate definition of Authorized Services?</p> <p>(2) (a) Should the term "Section</p>	<p>GT&amp;Cs Part B Definitions</p>	<p><b>"Authorized Services"</b> means those services <i>which a Party</i> may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' <i>respective networks as provided</i></p>	<p>CMRS: <b>"Authorized Services"</b> means those <b>CMRS</b> services <u>that Sprint</u> provides pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties.</p>	<p>(1) Sprint's "Authorized Services" definition is appropriate for both the wireless and wireline ICA. It recognizes traffic exchange and rendered services are mutually provided by the Parties and must be associated with a service that a Party can legally provide.</p>	<p>(1) Sprint CMRS requested interconnection with AT&amp;T so that its telephone exchange service customers can intercommunicate with AT&amp;T's customers. For the purpose of interconnection pursuant to section 251(c)(2) of the Act, it is the CMRS services Sprint CMRS provides that are</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<p>9. I.B.(2)(b)</p> <p>10. I.B.(3)</p>	<p>251(b)(5) Traffic" be a defined term in either ICA and, if so,</p> <p>(2) (b) what constitutes Section 251(b)(5) Traffic for (i) the CMRS ICA and (ii) the CLEC ICA?</p> <p>(3) <b>RESOLVED</b></p>		<p><i>herein.</i></p> <p><b><u>Sprint does not propose a definition for 251 (b)(5) traffic.</u></b></p>	<p>CLEC:  <b><u>"Authorized Services Traffic" means Section 251(b)(5) Traffic, ISP-Bound Traffic, Telephone Toll Service, IntraLATA Interconnected VoIP and FX Traffic exchanged between the Parties and traffic transited through AT&amp;T-9STATE and terminated to Sprint.</u></b> This Agreement is solely for the exchange of Authorized Services Traffic between the Parties.</p> <p>CMRS:  <b><u>"Section 251(b)(5) Traffic" means Completed Calls that originate on either Party's network, that terminate on the other Party's network, that are exchanged directly between the Parties and that originate and terminate within the same MTA. "Section 251(b)(5) Traffic" does not refer to the local calling area of either Party. A call that is originated or terminated by a non-facility based provider is not a call that</u></b></p>	<p>(2)</p> <p>(a) No. Use of the terms "IntraMTA Traffic" in the CMRS ICA and the statutory terms Exchange Access, Telephone Exchange Service, Telephone Toll Service in the CLEC ICA, render AT&amp;T's further proposed "Section 251(b)(5)" terms unnecessary in either ICA.</p> <p>(b) Even if the answer to 2(a) were "Yes", AT&amp;T's "251(b)(5) Traffic" definitions are wrong and discriminatory by each seeking to</p>	<p>relevant, not the services AT&amp;T provides.</p> <p>CLEC        (1) "Authorized Services Traffic" for CLEC operations includes the specific types of traffic that the Parties will exchange pursuant to the ICA. The traffic types are specifically identified and listed in order to provide contractual certainty and clarity, as well as to address what traffic types are governed by the ICA. Sprint's proposal is vague in that a Party may argue that it may "lawfully provide" a traffic type that is not actually contemplated as of the Effective Date of the ICA, such as for a new traffic category that may be identified at some point in the future and the rating, routing and/or billing of which are not addressed by the ICA. If the Parties later agree to exchange types of traffic under the ICA that are not now contemplated, the ICA can be amended to address such traffic.</p> <p>(2)(a) Yes. The term "Section 251(b)(5) Traffic" should be defined in both ICAs because it is the proper designation for traffic subject to reciprocal compensation pursuant to</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				<p><u>originates or terminates on either Party's network. In order to measure whether traffic comes within the definition of Section 251(b)(5) Traffic, the Parties agree that the origination and termination point of the calls are as follows:</u></p> <p><u>For AT&amp;T-STATE, the origination or termination point of a call shall be the End Office Switch that serves, respectively, the calling or called party at the beginning of the call.</u></p> <p><u>For Sprint, the origination or termination point of a call shall be the Cell Site that serves, respectively, the calling or called party at the beginning of the call.</u></p> <p>CLEC:  <u>"Section 251(b)(5) Traffic" shall mean Telecommunications traffic exchanged over the Parties' own facilities in which the originating End User of one Party and the terminating End User of the other Party are:</u></p>	improperly limit AT&T's reciprocal compensation payment obligations.	<p>Section 251(b)(5) of the Act, and AT&amp;T's proposed language uses this term.</p> <p>(2)(b)(i) AT&amp;T properly defines Section 251(b)(5) Traffic exchanged directly between the parties within an MTA (IntraMTA) based on the location (or best approximation of the location) of the originating and terminating parties. The Parties disagree as to whether AT&amp;T-originated IntraMTA traffic delivered to an IXC for termination to Sprint is subject to Section 251(b)(5) reciprocal compensation, which is addressed in Issue 41. <i>III.A.1.(2) below.</i></p> <p>(2)(b)(ii) In the <i>ISP Remand Order</i>, the FCC focused on 251(b)(5), as limited by 251(g), instead of the term "local", to determine the traffic subject to reciprocal compensation. Therefore, it is appropriate to use the term "251(b)(5)" instead of the term "local" to describe the type of traffic subject to reciprocal compensation under Section 251(b)(5) of the Act. Given the Act's definitions and the FCC's interpretation of 251(b)(5), reciprocal compensation applies to all telecommunications except those that are excluded by</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**

***Bold Italics represents proposed by Sprint***



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				<p><u>both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state Commission or regulatory agency;</u></p> <p><u>or both physically located within neighboring ILEC Local Exchange Areas that are within the same common mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.</u></p>		<p>251(g), <i>i.e.</i>, toll and information access .</p> <p>(3) The term "Paging Traffic" is used in Att.3, section 6.2.3.1.5, where it appears on a list of types of traffic excluded from reciprocal compensation. Sprint proposes to define "Paging Traffic" to include only traffic delivered by AT&amp;T to Sprint, and not traffic delivered by Sprint to AT&amp;T. But if Sprint delivers paging traffic to AT&amp;T, that traffic is not subject to reciprocal compensation, because AT&amp;T does not provide paging service and thus, necessarily, will transit the traffic to a paging provider. According, "Paging Traffic" must include traffic delivered by Sprint to AT&amp;T, and AT&amp;T's proposed language to that effect should be included in the ICA</p>
11. <i>i.B.</i> (3)	(3) What is the appropriate definition of Switched Access Service?	GT&C Part B Definitions	<b>"Switched Access Service"</b> means an offering <i>to an IXC of access by AT&amp;T-9STATE</i> to AT&T-9STATE's network for the purpose of the origination or the termination of traffic from or	<b>"Switched Access Service"</b> means an offering of access to AT&T-9STATE's network for the purpose of the origination or the termination of traffic from or to End Users in a given area pursuant to	(3) Switched Access Services provided by AT&T pursuant to its tariff are provided to an IXC. If a Switched Access Service tariff is referred to in the ICAs, the services are still provided subject to the ICAs and, therefore, not "pursuant to" an AT&T tariff.	(3) Switched Access Service is not limited to traffic delivered to an IXC, as Sprint's language provides. The parties may exchange traffic directly between them that originates and terminates in different local calling areas, and such traffic is

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			to End Users in a given area pursuant to Switched Access Services tariff.	Switched Access Services tariff.		properly considered Switched Access Service traffic.
12. I.B.(4)  13. I.B.(5)	(4) What are the appropriate definitions of InterMTA and IntraMTA traffic for the CMRS ICA?  (5) Should the CMRS ICA include AT&T's proposed definitions of "Originating Landline to CMRS Switched Access Traffic" and "Terminating InterMTA Traffic"?	GT&C Part B Definitions	CMRS ONLY <b>"IntraMTA Traffic"</b> means Telecommunications traffic <i>to or from Sprint's wireless network</i> that, at the beginning of the call, originates <i>on the network of one Party in one MTA and terminate on the network of the other Party</i> in the same MTA (as determined by the geographic location of the <i>POI between the Parties and the location of the End Office Switch serving the AT&amp;T-9STATE End User</i> ).  <b>"InterMTA Traffic"</b> means Telecommunications traffic <i>to or from Sprint's wireless network</i> that, at the beginning of the call, originates <i>on the network of one Party in one MTA and terminate on the network of the other Party</i> in another MTA (as determined by the geographic location of the <i>POI between the Parties and the location of the End Office Switch serving the AT&amp;T-</i>	CMRS ONLY <b>"IntraMTA Traffic"</b> means Telecommunications traffic that, at the beginning of the call, originates <u>and terminates</u> in the same MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u> ).  <b>"InterMTA Traffic"</b> means Telecommunications traffic that, at the beginning of the call, originates <u>in one MTA and terminates</u> in another MTA (as determined by the geographic location of the <u>cell site to which the mobile End User is connected</u> ).  <u>"Originating Landline to CMRS Switched Access</u>	(4) A wireless caller's location at the beginning of a call may be based on the location of the POI or the serving cell site. Use of the POI should reduce the need for traffic studies, as well as disputes related to determining if a call is Intra or InterMTA.  (5) No. Under 47 C.F.R. Part 20 and 51, AT&T is required to provide the type of interconnection reasonably requested by Sprint CMRS, and traffic exchanged between the Parties through such interconnection is subject to compensation paid to each terminating Party at a reasonable rate.	(4) AT&T's definitions of InterMTA Traffic and IntraMTA Traffic are consistent with Paragraph 1044 of the FCC's <i>Local Competition Order</i> , which states "the location of the initial cell site when a call begins shall be used as the determinant of the geographic location of the mobile customer." Sprint's language improperly determines the CMRS end point of a call based on the Parties' POI, which does not represent the point of call origination/termination.  (5) Yes. AT&T's language is consistent with the <i>Local Competition Order</i> (Paragraphs 1036, 1044 and Note 2485) along with FCC orders stating "An interstate communication does not end at an intermediate switch.....The interstate communication itself extends from the inception of a call to its completion, regardless of any intermediate facilities." The ICA should include AT&T's language, which properly allows AT&T to bill access charges for Originating Landline to CMRS Switched Access Traffic (InterLATA InterMTA) and for

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			9STATE End User).	<p><b><u>Traffic</u></b> means <b><u>InterLATA traffic delivered directly from AT&amp;T-9 STATE's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&amp;T-9STATE'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&amp;T shall charge and Sprint shall pay AT&amp;T the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.</u></b></p> <p><b><u>"Terminating InterMTA Traffic"</u></b> means <b><u>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&amp;T-9STATE's network in another MTA. This traffic must be terminated to AT&amp;T-9STATE as FGD terminating switched</u></b></p>		Terminating InterMTA CMRS to landline traffic.

8/27/10 Version

8 of 65

**Bold Underline** represents proposed by AT&T

***Bold Italics*** represents proposed by Sprint

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				<u>access per AT&amp;T-9STATE's Federal and/or State Access Service tariff.</u>		
<b>Transit traffic related issues.</b>						
14. <i>I.C.(1)</i>	(1) What are the appropriate definitions related to transit traffic service?	GT&C Part B Definitions	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) Sprint's transit definitions recognize such service may be provided by either Party to the other, as well as to third parties. AT&T's definitions seek to restrict Sprint from providing such service, and also eliminate AT&T's payment responsibilities for its own wholesale Interconnection customer traffic.	Transit Traffic is appropriately limited to certain types of traffic exchanged under the ICA: Section 251(b)(5) Traffic, CMRS-bound traffic within the same LATA, and ISP-Bound Traffic. Sprint's use of its ambiguous term "Authorized Services Traffic" would allow for any type of call, including "lawful" interstate switched access traffic, to be inappropriately considered transit traffic under its proposal.
15. <i>I.C.(2)</i>  16. <i>I.C.(3)</i>	(2) Should AT&T be required to provide transit traffic service under the ICAs?  (3) If the answer to Issue 15 <i>[I.C.(2)]</i> is yes, what is the	Attachment 3, Sections 2.5.4(a), 4.1, 4.3 (Sprint)  Transit Attachment (AT&T)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>  AT&T proposes language in a separate Commercial Agreement for Transit Traffic Sprint's CLEC and CMRS companies send to AT&T; however, AT&T has provided language in the Language Exhibit in the event the Commission determines the Interconnection Agreement should contain complete	(2) Yes. Transit Service is "how" indirect Interconnection is implemented. Transit is within the service ILECs are required to provide requesting carriers pursuant to 47 U.S.C. § 251(c)(2) (A) through (D). State law also typically provides sufficient authority for a Commission to require ILEC-provided transit to be included in ICAs.	(2) No. Transit traffic is telecommunications traffic that originates on one carrier's network, passes through an intermediate network (AT&T's in this instance), and terminates on a third carrier's network. Transit service is not required by section 251(c)(2) of the 1996 Act – or by any other subsection of sections 251(b) or 251(c) of the 1996 Act – and AT&T therefore cannot lawfully be required to provide transit

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
17. <i>I.C.(4)</i>	<p>appropriate rate that AT&amp;T should charge for such service?</p>			transit terms.		<p>service under rates, terms or conditions governed by the 1996 Act or imposed in an arbitration conducted under the 1996 Act. Consequently, transit service should not be covered by the ICA, but instead should be addressed, if at all, in a negotiated commercial agreement not subject to regulation under the 1996 Act. AT&amp;T's position is strongly supported not only by the words of the 1996 Act, but also by FCC's rulings concerning interconnection and transit traffic – including rulings in which the FCC expressly declined to impose a transit service requirement.</p>
18. <i>I.C.(5)</i>	<p>(4) If the answer to Issue 15 [I.C.(2)] is yes, should the ICAs require Sprint either to enter into compensation arrangements with third party carriers with which Sprint exchanges traffic that transits AT&amp;T's network pursuant to the transit provisions in the ICAs or to indemnify AT&amp;T for the costs it incurs if Sprint does not do so?</p> <p>(5) If the answer to Issue 15</p>				<p>(3) Transit should be provided at a TELRIC rate. Absent an existing TELRIC rate, transit should be provided at \$0.00035 (i.e., 1/2 the \$0.0007 ISP rate) on an interim basis until a TELRIC rate is established.</p> <p>(4) No. Federal law does not require Sprint to establish ICAs with AT&amp;T's subtending carriers as a pre-requisite to Indirect Interconnection. AT&amp;T is not entitled to indemnification for costs that AT&amp;T should not be paying a terminating carrier in the first place.</p>	<p>(3) Because neither Section 251(b) nor Section 251(c) of the Telecommunications Act, nor any FCC regulation implementing the Telecommunications Act, imposes a transit obligation on AT&amp;T, transit rates are not subject to TELRIC-based pricing. Transit traffic is appropriately exchanged and compensated pursuant to rates established between the Parties in a separate commercial agreement.</p> <p>(4) Yes. If the Commission requires AT&amp;T to transit traffic</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p><i>[I.C.(2)]</i> is yes, what other terms and conditions related to AT&amp;T transit service, if any, should be included in the ICAs?</p>				<p>(5) AT&amp;T is entitled to charge for the tandem-switching (and potentially relatively minor transport) to deliver Sprint-originated traffic to a carrier network that subtends AT&amp;T and will terminate Sprint's traffic. Otherwise, such traffic is subject to the same general billing and collection provisions as other categories of exchanged traffic.</p>	<p>between Sprint and third party carriers pursuant to the Parties' ICAs, which it should not, the Commission should take appropriate measures to ensure that that requirement does not impose unnecessary costs on AT&amp;T. In particular, any compensation obligations between Sprint and third party carriers with which it exchanges traffic through AT&amp;T are solely between Sprint and those third party carriers, and AT&amp;T should not be saddled with any costs or risks associated with those obligations. Accordingly, Sprint should enter into appropriate compensation arrangements with those third parties, and if it does not, it should indemnify AT&amp;T against any costs it might incur as a result.</p> <p>(5) In the event the Commission determines that transit provisions should be included in the ICA, the ICA should contain complete terms addressing the service. AT&amp;T's terms for the treatment of transit traffic, both originated by Sprint and terminated to Sprint include appropriate routing, trunking, and Calling Party Number ("CPN") requirements. AT&amp;T's language also provides</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**

***Bold Italics represents proposed by Sprint***

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						reasonable terms for each Party's financial responsibilities regarding transit traffic, including provisions protecting AT&T from being charged as a default call originator, or acting as a billing clearinghouse. Sprint's proposed language provides no terms to govern the routing and exchange of transit traffic. An absence of clear and complete contract provisions setting forth each Party's responsibilities with respect to appropriate CPN, network trunking, routing and payment for transit services would lead to future disputes over this traffic.
19. <i>1.C (6)</i>	(6) Should the ICAs provide for Sprint to act as a transit provider by delivering Third Party-originated traffic to AT&T?	Attachment 3, Sections 2.5.4(d), 4.2 (Sprint)  Sections 2.3.2.3, 2.3.2.4 (AT&TCMR S)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(6) Yes. Transit is a form of wholesale Interconnection services that either Party may provide a third-party. It is discrimination for AT&T to provide transit service to its carrier customers that will terminate traffic on Sprint's network, but refuse to accept third-party transit traffic from Sprint for termination on AT&T's network.	No. To the extent Sprint desires to aggregate traffic to send to AT&T, it may do so pursuant to the intercarrier compensation provisions of the agreement. Under those provisions Sprint appropriately bears financial responsibility for all the traffic it sends to AT&T. Additionally, Sprint may not send CLEC traffic over CMRS network interconnections.
20. <i>1.C (7)</i>	(7) Should the CLEC ICA require Sprint either to enter into compensation	Attachment 3 – Network Interconnection – Section 6.1.4 (AT&T)		<b><u>6.1.4 Sprint has the sole obligation to enter into compensation arrangements with all Third Parties with whom Sprint exchanges traffic</u></b>	(7) No; this is a slight variation on question (4) above, and calls for same result. Federal law does not require Sprint to establish ICAs with AT&T's subtending carriers as a pre-requisite to	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers. If Sprint chooses to place AT&T

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	arrangements with third party carriers with which Sprint exchanges traffic or to indemnify AT&T for the costs it incurs if Sprint does not do so?	CLEC)		<p><u>including without limitation anywhere Sprint originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&amp;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&amp;T-9STATE have any liability to Sprint or any Third Party if Sprint fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom Sprint does not have a traffic compensation agreement, Sprint will indemnify, defend and hold harmless AT&amp;T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and Sprint will bill their respective charges</u></p>	Indirect Interconnection. AT&T is not entitled to indemnification for costs that AT&T should not be paying a terminating carrier.	in the middle of such transactions by not entering into appropriate arrangements with third party carriers with which it exchanges traffic, it is appropriate to require Sprint to indemnify AT&T against any resulting costs.

8/27/10 Version

13 of 65

**Bold Underline represents proposed by AT&T**

***Bold Italics represents proposed by Sprint***



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				<u>directly to each other. AT&amp;T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&amp;T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.</u>		
<b>II. How the Parties Interconnect</b>						
21. II.A.	Should the ICA distinguish between Entrance Facilities and Interconnection Facilities? If so, what is the distinction?	GT&C Part B Definitions  Attachment 3, Section 2.2	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	No. The FCC recognizes Entrance Facilities as a UNE-concept that is not applicable as to Interconnection. The entire facility that "links" Sprint's switch to AT&T's switch is an Interconnection facility. AT&T seeks to divide this facility into subparts, presumably to limit TELRIC pricing as to the entire "linking" facility.	(1) Yes. The difference between Entrance Facilities and Interconnection Facilities is critically important. Interconnection facilities, which AT&T must provide at cost-based rates, are the physical link between the parties' networks at the point of interconnection, and generally do not include transport facilities. Entrance facilities, which AT&T is not required to provide at cost-based rates (see Issue 64. III.H(1)), are transport facilities between Sprint's network and the POI.
<b>Combined-Use Trunking</b>						
22. II.B.(1)	(1) Should the ICA include	Attachment 3, Section	<b>See Language Exhibit</b>		(1) Yes. Combining Authorized Services traffic on the same	(1) No. Traffic that is subject to different intercarrier

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
23. II.B.(2)	<p>Sprint's proposed language that would permit Sprint to combine multi-jurisdictional traffic on the same trunk groups (e.g., traffic subject to reciprocal compensation and traffic subject to access charges)?</p> <p>(2) Should the ICAs include Sprint's proposed language that would permit Sprint to combine its CMRS wireless and CLEC wireline traffic on the same trunk groups that may be established under either ICA?</p>	2.5.4(b) (Sprint)			<p>trunks is efficient, economical, and no basis exists to restrict the Authorized Services traffic that Sprint may exchange over the same Interconnection trunks. AT&amp;T sends multi-jurisdictional traffic on a combined basis over the same trunks in various contexts.</p> <p>(2) Yes. Combining Sprint CMRS/CLEC traffic on the same trunks is efficient, economical, and no basis exists to restrict Sprint from sending all of its entities' Authorized Services traffic over the same Interconnection trunks. AT&amp;T sends multi-party traffic on a combined basis over the same trunks in various contexts.</p>	<p>compensation schemes must be delivered on separate trunk groups so that the traffic can be billed properly. Thus, for example, Sprint CLEC must deliver its Section 251(b)(5) traffic to AT&amp;T on groups separate from the groups on which it delivers traffic that is subject to access charges. If Sprint CLEC were to deliver Section 251(b)(5) traffic and access traffic to AT&amp;T on the same trunk groups, AT&amp;T would have no way to differentiate the traffic, and therefore could not bill it properly.</p> <p>(2) No. CMRS traffic and wireline traffic must be delivered on separate trunk groups for essentially the same reason that Section 251(b)(5) traffic and access traffic must be delivered on separate trunk groups. Wireless and wireline traffic are subject to two separate compensation schemes: The jurisdiction of wireless traffic is determined by Major Trading Areas, which may cover an entire state or more, while the jurisdiction of wireline traffic is based on smaller local exchange areas or rate centers. Even if Sprint were to demonstrate that it would be more efficient or</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						economical for it to deliver all its traffic over the same trunk group, its proposal should still be rejected, because it would be impossible for AT&T to differentiate between categories of traffic and properly bill combined wireless and wireline traffic. Moreover, nothing in the 1996 Act or any FCC Rule permits CMRS traffic and landline traffic to be delivered on the same trunk groups,
<b>911 Trunking</b>						
24. II.C.(1)	(1) Should Sprint be required to maintain 911 trunks on AT&T's network when Sprint is no longer using them?	Attachment 10, Sections 1.2, 1.3 (Sprint CLEC) Section 1.1, 8.3 (Sprint CMRS)	CLEC 1.2 This Attachment sets forth terms and conditions by which <b>AT&amp;T-9STATE</b> will provide Sprint with access to <b>AT&amp;T-9STATE's</b> 911 and E911 Databases and provide Interconnection and Call Routing for the purpose of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used <b>solely</b> for 911 call routing. <b><i>Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks</i></b>	CLEC 1.2 This Attachment sets forth terms and conditions by which <b>AT&amp;T-9STATE</b> will provide Sprint with access to <b>AT&amp;T-9STATE's</b> 911 and E911 Databases and provide Interconnection and Call Routing <b>solely</b> for the purpose of <b>Sprint</b> 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for 911 call routing. [Sprint accepted this	(1) No. Sprint should not be required to keep in place and pay AT&T for unnecessary services.	(1) Yes. Sprint should be required to maintain dedicated 911 trunks as long as it has end user voice customers capable of dialing 911. The absence of such trunks could jeopardize consumer safety and burden AT&T with liability for any resulting tragedies. Direct trunking between Sprint and AT&T provides the greatest level of customer safety in an emergency situation and also provides a higher level of trouble isolation when determining the source of the originating call.
25. II.C.(2)	(2) Should the ICA include Sprint's proposed language permitting Sprint to send wireline and wireless 911 traffic over	Attachment 10, Section 1.2, 1.3 (AT&T CLEC) Section 1.1 (AT&T CMRS)			(2) Yes. PSAPs are pursuing solutions to reduce costs and understand that combined wireless/wireline 911 trunking is efficient and economical. When an AT&T-served PSAP is capable of receiving combined	(2) No. Comingling of wireless and wireline 911 traffic would present significant public safety
26. II.C.(3)						

8/27/10 Version

16 of 65

**Underline** represents proposed by AT&T

**Italic** represents proposed by Sprint

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>the same 911 Trunk Group when a PSAP is capable of receiving commingled traffic?</p> <p>(3) Should the ICA include AT&amp;T's proposed language providing that the trunking requirements in the 911 Attachment apply only to 911 traffic originating from the Parties' End Users?</p>		<p><i>(DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.</i></p> <p>1.3 The Parties acknowledge and agree that <b>AT&amp;T-9STATE</b> can only provide E911 Service in a territory where <b>AT&amp;T-9STATE</b> is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to <b>AT&amp;T-9STATE's</b> E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties. <b><i>Sprint reserves the right to disconnect E911 Trunks from AT&amp;T-9STATE's selective routers, and AT&amp;T-9STATE agrees to cease billing, if E911 Trunks are no longer utilized to route E911 traffic.</i></b></p> <p>CMRS  <b>1.1</b> This Attachment sets forth terms and conditions</p>	<p>sentence.]</p> <p>1.3 The Parties acknowledge and agree that <b>AT&amp;T-9STATE</b> can only provide E911 Service in a territory where <b>AT&amp;T-9STATE</b> is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to <b>AT&amp;T-9STATE's</b> E911 Selective Routers and E911 Database Management System will be by mutual agreement between the Parties.</p> <p>CMRS  <b>1.1</b> This Attachment sets forth terms and conditions <b><u>for 911 Service Access provided by AT&amp;T-9STATE to Sprint for access to the AT&amp;T-9STATE 911 and E911 Databases, and</u></b></p>	<p>911 traffic, nothing should prevent the PSAP and Sprint from using combined trunks to reduce costs.</p> <p>(3) No. As of the preparation of Sprint's position statement to this question Sprint does not see any AT&amp;T use of the word "End User" in its proposed language column immediately to the left of this column.</p>	<p>concerns. Emergency calls could be routed to the improper PSAP, particularly in a default situation, because PSAP coverage areas for wireless calls do not align with the areas of wireline calls.</p> <p>(3) Yes. Due to the critical nature of 911 service, the 911 trunks should be used only for 911 traffic originated by the Parties' end users. Non-emergency traffic interference could congest trunks and make them "unavailable" in an emergency situation. In addition, combining multiple carriers' end users' 911 calls on the same trunk group would prevent identification of the originating carrier in the event of a need to isolate a call back to that carrier. Any failures in the CLEC/CMRS 911 network resulting from the combination of multiple carriers' 911 traffic could have catastrophic consequences.</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**

***Bold Italics represents proposed by Sprint***

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<p><i>by which AT&amp;T-9STATE will provide Sprint with access to AT&amp;T-9STATE 911 and E911 databases and provide Interconnection and Call Routing for the purpose of 911 call completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. Sprint is permitted to commingle wireless and wireline 911 traffic on the same trunks (DSOs) when the appropriate Public Safety Answering Point is capable of accommodating this commingled traffic.</i></p> <p><i>1.3 The Parties acknowledge and agree that AT&amp;T-9STATE can only provide E911 Service in a territory where AT&amp;T-9STATE is the E911 network provider, and that only said service configuration will be provided once it is purchased by the E911 Customer and/or PSAP. Access to AT&amp;T-9STATE's E911 Selective Routers and E911 Database Management System will be by mutual</i></p>	<p><u>Interconnection to an AT&amp;T-9STATE 911 Selective Router solely for the purpose of Call Routing of Sprint 911 calls completion to a Public Safety Answering Point (PSAP) as required by Section 251 of the Act. The trunking requirements contained in this Attachment are to be used solely for 911 call routing.</u></p> <p><u>AT&amp;T has no proposed language for 1.3</u></p>		

8/27/10 Version

**Bold Underline** represents proposed by AT&T  
***Bold Italic*** represents proposed by Sprint

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<i>agreement between the Parties. Sprint reserves the right to disconnect E911 Trunks from AT&amp;T-9STATE's selective routers, and AT&amp;T-9STATE agrees to cease billing, if E911 Trunks are no longer utilized to route E911 traffic.</i>			
<b>Points of Interconnection</b>						
27. II.D.(1)	(1) Should Sprint be obligated to establish additional Points of Interconnection (POI) when its traffic to an AT&T tandem serving area exceeds 24 DS1s for three consecutive months?	Attachment 3, Sections 2.3, (Sprint)  Section 2.3 (AT&T CMRS)  Sections 2.6-2.6.5 (AT&T CLEC)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) No. Federal law does not require Sprint to install additional POIs based on predetermined traffic thresholds. It is for Sprint to determine when it is most economical to increase the number, or change the locations, of existing POIs.	(1) Yes. It is appropriate for the ICA to obligate Sprint to establish a POI at an additional tandem in a LATA when Sprint's traffic through the initial POI to that tandem serving area exceeds 24 DS1s at peak for a period of three consecutive months. Although a new entrant may deploy a single POI in a LATA, this is the bare minimum requirement and was intended to facilitate facilities-based entry in the early phase of competition. Carriers should deploy additional POIs as traffic volumes increase. Twenty-four DS1s is a significant amount of traffic through a POI destined for a single tandem serving area, and the establishment of additional POIs when traffic reaches that level provides for a more balanced network architecture as well as diversity. A balanced
28. II.D.(2)	(2) Should the CLEC ICA include AT&T's proposed additional language governing					

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	POI's?				(2) No. AT&T's language conditions Sprint's right to select a POI to "mutual agreement" rather than at any technically feasible point; imposes a threshold requirement to add POIs; and, imposes financial responsibility on Sprint for mass calling or third-party facilities installed for AT&T's benefit or use.	architecture with built-in diversity is important to protect the traffic of both Parties' end users.  (2) Yes. AT&T's language provides more specificity, the application of which will result in a more balanced network architecture. Sprint may select the POI(s) on AT&T's network where the parties deliver Section 251(b)(5)/IntraLATA Toll Traffic to each other, but it is reasonable for AT&T to be involved in the decision-making process as to which interconnection method will be utilized.
<b>RESOLVED</b>						
<b>Facility/Trunking Provisions</b>						
29. <i>II.F.(1)</i>	(1) Should Sprint CLEC be required to establish one way trunks except where the parties agree to establish two way trunking?	Attachment 3 Section 2.5, 2.5.1 (CLEC Only), 2.5.2 (CLEC & CMRS) (Sprint) Section 2.8-	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) No. Pursuant to 47 C.F.R. § 51.305(f), if Technically Feasible, AT&T shall provide 2-way trunking upon Sprint's request. AT&T agrees to the use of 2-way facilities in the CMRS ICA. Therefore, it not only violates 51.305(b), but would be discrimination to impose a 1-way trunking requirement on Sprint	(1) AT&T's language allows for both one-way and two-way trunking. Sprint's language discusses facilities, which is the fiber cable between the two networks. Interconnection facilities are non-directional. Trunking, which is different than facilities, determines the directionality of traffic and is
30. <i>II.F.(2)</i>						

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
31. <i>II.F.(3)</i>	(2) What Facilities/Trunking provisions should be included in the CLEC ICA e.g., Access Tandem Trunking, Local Tandem Trunking, Third Party Trunking?	2.8.9.3, 2.8.11, 2.8.11.1 GT&C Part B Definitions (AT&T)			CLEC.  (2) Sprint's Section 2.5.2 Trunk Group language is similar to the Parties' long-standing, existing language. There is no need for AT&T's proposed new, burdensome trunking provisions - which include additional inappropriate POI and cost-shifting provisions.	more appropriately addressed in AT&T's detailed trunking language.  (2) AT&T's language should be adopted. It provides the specificity needed to establish the necessary trunk groups in order to route traffic and enable traffic to be billed at the appropriate rate. Additionally, AT&T's language more clearly defines the various types of trunk groups and the type of traffic each trunk can carry, in order to accommodate the appropriate billing records necessary for intercarrier compensation.
32. <i>II.F.(4)</i>	(3) <b>RESOLVED</b>  (4) Should the CLEC ICA contain terms for AT&T's Toll Free Database in the event Sprint uses it and what those terms?				(3) <b>RESOLVED</b>  (4) No. Sprint does not use AT&T's Toll-Free service and, again, this is simply one portion of AT&T provisions pulled out of its pages of newly proposed trunking provisions. There is no more reason to include this subsection than there is to include any of the others which have not previously been necessary.	(3) <b>RESOLVED</b>  (4) Yes. AT&T's language provides the necessary specificity to establish trunk groups to route Toll Free Traffic. Additionally, AT&T's language provides appropriate terms and conditions governing which carrier performs the database queries and how the traffic will be routed, while Sprint's language does not.



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<b>Direct End Office Trunking</b>						
33. <i>II.G.</i>	Which Party's proposed language governing Direct End Office Trunking ("DEOT"), should be included in the ICAs?	DEOT Attachment 3 Section 2.5.3(f), (Sprint)  Section 2.3.2 (AT&T CMRS )  2.8.10 - 2.8.10.5 (AT&T CLEC)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	Sprint's DEOT language is appropriate. It does two important things: 1) maintains Sprint's right to control Interconnection costs through its POI selections; and, 2) provides a fair mechanism to address any AT&T tandem-exhaust concerns through the establishment of DEOT's that benefit AT&T at AT&T's cost.	AT&T's language appropriately requires each Party to establish direct end office trunking to the other Party's end office (which may have a Tandem routed overflow) if the originating Party's traffic destined for that end office exceeds the equivalent of a DS1, unless the Parties agree otherwise. This DEOT requirement is a reasonable measure to prevent tandem exhaust and provide a balanced network.
<b>Ongoing network management</b>						
34. <i>II.H.(1)</i>	(1) What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups?	Attachment 3; Sections 3.3.1, 3.5 (Sprint) 3.6 (Sprint CMRS)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) Sprint's language is appropriate. Sprint is willing to address mass call trunks when its customer instigates mass calls; but, it is typically AT&T's customer that creates an issue. Sprint should not be mandated to install and pay for typically idle trunks to address issues caused by AT&T's contest-type customers.	(1) There have been instances in which congestion due to Mass Calling events (such as calls to a radio station in an attempt to be the 50th caller) have caused major network blockages. AT&T's High Volume/Mass Calling language should be included in the ICA because it reasonably requires Sprint to establish Mass Calling trunks as protection against such blockages. AT&T's language includes appropriate
35. <i>II.H.(2)</i>	(2) What is appropriate	2.9.12.2 – 2.9.12.2.4, 2.3.2.b, 4.1 (AT&T)				

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
36. <i>II.H.(3)</i>	<p>language to describe the signaling parameters?</p> <p>(3) Should language for various aspects of trunk servicing be included in the agreement e.g., forecasting, overutilization, underutilization, projects?</p>	<p>CMRS)</p> <p>3.4 - 3.4.5, 3.6 - 3.7.2, 3.10 - 3.7.10.7.2.1 (AT&amp;T CLEC)</p>			<p>(2) Sprint's Signaling language is appropriate. It is premised on the Parties' long-standing, existing Signaling language. AT&amp;T's CMRS (2.3.2.b) and CLEC (3.6) counter-Signaling language on the Language Exhibit appears to pertain to a different subject - technical conformance - which the Parties have addressed in agreed-to language (see CMRS at 2.5.1.).</p> <p>(3) Sprint's language is appropriate. The Parties have not needed in-depth trunk servicing provisions in the past and this is another area where there has been no demonstrated need that any more burdensome provisions are necessary.</p>	<p>requirements such as sizing, notification intervals for new trunks, ongoing projects, etc.</p> <p>(2) AT&amp;T's language is appropriate in that it provides necessary detail for the parameters used in signaling between the two networks, which Sprint's language does not.</p> <p>(3) Yes. The ICA should include AT&amp;T's proposed trunk servicing language to establish terms and conditions for managing the sizing of the trunking network established between the Parties.</p>
<b>III - How the Parties Compensate Each Other</b>						
<b>Traffic categories and related compensation rates, terms and conditions</b>						
37. <i>III.A.(1)</i>	(1) As to	Attachment	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) Sprint requests the	(1) AT&T's language sets forth

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<p>38. III.A.(2)</p> <p>39. III.A.(3)</p>	<p>each ICA, what categories of exchanged traffic are subject to compensation between the parties?</p> <p>(2) Should the ICAs include the provisions governing rates proposed by Sprint?</p> <p>(3) What are the appropriate compensation terms and conditions that are common to all types of traffic?</p>	<p>3, Section 6, etc.</p>			<p>Commission to consider two categories of interconnection-related traffic, along with the category of Jointly Provided Switched Access. If the Commission decides the typical multi-categories must exist, then Sprint has identified wireless/wireline specific categories, and categories that are neither wireline/wireless centric (Interconnected VoIP, Information Services, Transit).</p> <p>(2) Yes. Sprint's proposed rates will ensure that Sprint CMRS and Sprint CLEC are charged interconnection services rates that are a) authorized by the FCC, and b) at either i) TELRIC pricing, or ii) any lower than TELRIC pricing that AT&amp;T has offered to another Telecommunications Carrier.</p>	<p>the appropriate categories of traffic subject to compensation between the parties and provides needed certainty. Sprint's language, which offers two sets of traffic classifications depending on how billing will be handled, does not.</p> <p>(2) No. Sprint is obliged to pay the rates set forth in the ICA's Pricing Sheet; to the extent Sprint may find AT&amp;T's rates objectionable, it should have objected. Instead, Sprint proposes that it be allowed to pay the lowest of (a) the rate set forth in the Pricing Schedule; (b) such replacement rate as the parties may negotiate; (c) the rate AT&amp;T charges another carrier; or (d) such cost-based rate as the Commission may establish in the future. Option (b) is plainly unnecessary. Option (c) is unacceptable because AT&amp;T has no obligation to charge all carriers the same rate; indeed, the imposition of such a duty would undermine the negotiation process that is a cornerstone of the 1996 Act and would subvert the FCC's "All or Nothing Rule," which provides</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>(3) Sprint's language provides the essential terms for a) the Party that performs the termination or transmits a call to accurately bill the originating Party for usage, b) for the Parties to appropriately bill, apportion and share Facility costs, and c) bill other rendered ICA services.</p>	<p>that a carrier cannot adopt preferred elements of another carrier's ICA piecemeal. Option (d) is not objectionable in principle, but is unnecessary because AT&amp;T has offered the FCC's single rate of \$0.0007 for Section 251(b)(5) and ISP-Bound Traffic. Sprint itself proposes that rate for Information Services traffic, but fails to recognize that the same rate also applies to Section 251(b)(5) Traffic.</p> <p>In addition, Sprint's language improperly provides for a retroactive true-up to the effective date of the ICA for the difference between the initial contracted rate and any future rate Sprint might elect. The purpose of the ICA is to provide contractual certainty for both parties, which is impossible with Sprint's language.</p> <p>(3) The parties generally agree that it is preferable to bill for traffic exchanged between the parties based on actual usage recordings and to use alternate methods only when necessary. AT&amp;T's language appropriately provides additional specifications setting forth how the parties will handle Calling Party Number (CPN) for traffic they exchange, as well as</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>simple terms regarding the use of actual usage data for billing purposes. AT&amp;T's language setting forth the specific process the parties will use when actual usage is not available for billing is addressed below based on the category of traffic being billed. For example, AT&amp;T's surrogate billing process for CMRS Section 251(b)(5) Traffic is addressed in Issue 41.<i>III.A.1(2)</i>.</p> <p>Sprint's language merely states that the Parties will use some unidentified surrogate method to classify traffic and render bills when actual usage is not available, but it does not describe how the parties will do so. The absence of a billing process clearly set forth in the ICA would likely lead to billing disputes.</p>
<b>Traffic Subject to Reciprocal Compensation</b>						
40. <i>III.A.1(1)</i>	(1) is IntraMTA traffic that originates on AT&T's network and that AT&T hands off to an IXC for	Attachment 3, Pricing Sheet (Sprint)  Sections 6.2-6.3.6. Pricing	See Language Exhibit	See Language Exhibit	(1) Yes. The majority of federal courts and state Commissions have found that, pursuant to 47 C.F.R. § 51.701(b)(2), an ILEC must pay the CMRS carrier reciprocal compensation for all ILEC-originated IntraMTA traffic, including the ILEC customer's 1+ dialed calls that are handed to an	(1) No. When AT&T's end user customer dials a 1+ IntraMTA call to a Sprint customer, the end user is acting as a customer of his or her chosen IXC, and the call is the IXC's call, for which AT&T is providing exchange access. Accordingly, the call is subject to access

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
41. <i>III.A.1.(2)</i>	<p>delivery to Sprint subject to reciprocal compensation ?</p> <p>(2) What are the appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CMRS ICA for traffic subject to reciprocal compensation ?</p>	Sheet 1-3 (AT&T CMRS)			<p>IXC.</p> <p>(2) Sprint's language requires actual traffic measurement by the Parties, therefore, there is no need for either AT&amp;T's factoring or separate audit language specific to reciprocal compensation traffic.</p>	<p>charges, payable by the IXC; it is not a reciprocal compensation call. Furthermore, the call is not exchanged between AT&amp;T and Sprint, and thus does not fall within the FCC's definition of traffic subject to reciprocal compensation.</p> <p>(2) AT&amp;T's language sets forth comprehensive terms to govern the calculation of reciprocal compensation for Section 251(b)(5) traffic, including the use of a factoring process if Sprint is unable to bill AT&amp;T based on actual usage data. For additional clarity, AT&amp;T's language also identifies traffic that is excluded from reciprocal compensation. AT&amp;T's proposal that Section 251(b)(5) traffic be exchanged at a rate of \$0.0007 per minute of use (MOU) is consistent with the FCC's <i>ISP Remand Order</i>. In contrast, as explained in AT&amp;T's Position Statement for Issue 63. <i>III.G</i>, Sprint's Pricing Sheet, which shows the rate for IntraMTA traffic (i.e., Section 251(b)(5) Traffic) as simply "TBD," fails to provide certainty regarding what rate will apply to Section 251(b)(5) Traffic.</p>
42. <i>III.A.1.(3)</i>	(3) What are the	Attachment 3,		<b>See Language Exhibit</b>	(3) Sprint's language requires actual traffic measurement, and	(3) AT&T's language sets forth comprehensive terms and

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	appropriate compensation rates, terms and conditions (including factoring and audits) that should be included in the CLEC ICA for traffic subject to reciprocal compensation ?	Sections 6.1-6.1.7, 6.2.2-6.2.2.2, 6.8.1,6.8.2,6.8.4 Pricing Sheet – All Traffic, (AT&T CLEC)			the Parties have audit provisions in another section of the ICA. No need exists for AT&T's factoring or audit language specific to reciprocal compensation traffic. AT&T's language also includes billing dispute language that is inconsistent with its proposed Attachment 7 billing dispute language.	conditions to govern the calculation of reciprocal compensation for Section 251(b)(5) traffic and ISP-Bound traffic, including the use of a factoring process in the event Sprint CLEC is unable to bill AT&T based on actual usage data. For additional clarity, AT&T's language also identifies traffic that is excluded from reciprocal compensation. AT&T's proposal that Section 251(b)(5) traffic and ISP-Bound traffic be exchanged at a rate of \$0.0007 per minute of use (MOU) is consistent with the FCC's <i>ISP Remand Order</i> .
<b>Conversion to Bill and Keep</b>						
43. <i>III.A.1.(4)</i>	(4) Should the ICAs provide for conversion to a bill and keep arrangement for traffic that is otherwise subject to reciprocal compensation but is roughly balanced?	Attachment 3, Section 6.3.7 (Sprint)  Attachment 3 Sections 6.3.7 – 6.3.7.10 (AT&T CMRS)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(4) Yes. It is inefficient, uneconomical and burdensome for the Parties to continue to bill each other if the exchange of traffic becomes roughly balanced.	(4) No, the ICA should not provide for a bill and keep alternative to payment of reciprocal compensation. Neither the 1996 Act nor the FCC requires bill and keep. All the 1996 Act says on the subject is that bill and keep is not prohibited. Similarly, the applicable FCC rule, promulgated in 1996, allows state commissions to impose bill and keep if traffic is roughly balanced, but does not require or even encourage bill and keep. More than a decade of experience under the 1996 Act
44. <i>III.A.1.(5)</i>	(5) If so, what terms and conditions	6.6 – 6.6.11 (AT&T CLEC)				

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	should govern the conversion of such traffic to bill and keep?				<p>(5) Sprint's language is appropriate, and acknowledges that the exchange of traffic between the Parties today is roughly balanced. AT&amp;T has not provided any evidence to demonstrate the exchange of traffic is not roughly balanced. Therefore, traffic should continue to be exchanged on a bill and keep basis.</p>	<p>has demonstrated that bill and keep is an invitation to arbitrage, because a CLEC with such an arrangement has a powerful incentive to increase the volume of traffic it delivers to the ILEC for termination free of charge. On the other hand, the only benefit of bill and keep is that it may reduce billing costs. The risk of arbitrage outweighs the potential cost saving, and bill and keep therefore should not be imposed on an ICA over either party's objection.</p> <p>(5) If the Commission decides that the ICA must provide a bill and keep option, then AT&amp;T's proposed language, rather than Sprint's, should be adopted. AT&amp;T's language is superior in several respects including but not limited to the following: (a) overwhelming authority, as well as common sense, supports AT&amp;T's language that treats traffic as roughly balanced only if it is within 5% of equilibrium (i.e., no worse than 45%/55%), rather than Sprint's proposed 10%; and (b) Sprint's language includes no provision for eliminating bill and keep if in balance traffic goes out of balance.</p>



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<b>ISP-Bound Traffic</b>						
45. <i>III.A.2.</i>	What compensation rates, terms and conditions should be included in the ICAs related to compensation for ISP-Bound traffic exchanged between the parties?	Attachment 3, Pricing Sheet (Sprint)  Section 6.1.2 (AT&T CMRS) Sections 6.2.1, 6.3 - 6.3.3.1, 6.8.3, 6.26 - 6.26.1 Pricing Sheet - All Traffic (AT&T CLEC)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	Sprint's language is consistent, handling all-distance ISP-Bound traffic as its own category of traffic which is, therefore, to be separately identified by the Parties and billed at the FCC ISP rate of \$0.0007. On its face, AT&T's language improperly discriminates in its treatment of ISP traffic as between Sprint CMRS and CLEC.	Pursuant to the FCC's <i>ISP Remand Order</i> , the Parties should compensate each other in a consistent manner for ISP-Bound Traffic that each Party originates and terminates directly to the other Party, using the FCC ISP compensation rate of \$0.0007 per MOU. Sprint's proposal for one as-yet undetermined unified rate for all traffic is unreasonable and unsupported. In contrast, the FCC's ISP compensation rate of \$0.0007 per MOU for both Section 251(b)(5) and ISP-Bound traffic is appropriate and in accordance with the <i>ISP Remand Order</i> .  AT&T's proposed Attachment 3 Section 6.3 provides clear and complete terms for the treatment of ISP-Bound traffic, including provisions for implementing and billing the <i>ISP Remand Order's</i> "rebuttable presumption" for ISP-Bound traffic.
<b>CMRS ICA-specific, InterMTA traffic</b>						
46. <i>III.A.3.(1)</i>	(1) Is mobile-to-land interMTA traffic subject	Attachment 3, Sections 6.4-6.4.4, Pricing	<b>See Language Exhibit</b>  CMRS Only	<b>See Language Exhibit</b>  CMRS Only	(1) No. The only FCC rule applicable to mobile-to-land interMTA traffic exchanged between the Parties is 47 C.F.R.	(1) Yes. The FCC's <i>Local Competition Order</i> addresses in ¶¶ 1036 and 1044 how calls are jurisdictionalized (local,

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<p>47. <i>III.A.3.(2)</i></p> <p>48. <i>III.A.3.(3)</i></p>	<p>to tariffed terminating access charges payable by Sprint to AT&amp;T?</p> <p>(2) Which party should pay usage charges to the other on land-to-mobile InterMTA traffic and at what rate?</p> <p>(3) What is the appropriate factor to represent land-to-mobile InterMTA traffic?</p>	<p>Sheet (Sprint CMRS)</p> <p>Sections 6.4 - 6.6.3 Pricing Sheet 4, 5, GTC - Part B Definitions (AT&amp;T CMRS)</p>			<p>§ 20.11. Pursuant to this rule, such traffic is subject to reasonable terminating compensation. This is not traffic subject to AT&amp;T's access tariffs.</p>	<p>intrastate, interstate) and the intercarrier compensation charges that apply to each category. Paragraph 1036: "[T]raffic to or from a CMRS network that originates and terminates within the same MTA is subject to transport and termination rates under section 251(b)(5), rather than interstate and intrastate access charges." Paragraph 1044: "[T]he geographic locations of the calling party and the called party determine whether a particular call should be compensated under transport and termination rates established by one state or another, or under interstate or intrastate access charges." Those principles are consistent with historic industry practice, pursuant to which wireless carriers have paid terminating access charges to LECs on wireless-to-landline interMTA calls transported on wireless networks. This is fully consistent with traditional notions of when a LEC is entitled to a terminating access charge from an IXC. The interexchange carrier's customer is making the call, and the interexchange carrier is receiving all the end user revenue for the call. The LEC's customer did not make the call,</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**  
***Bold Italics* represents proposed by Sprint**

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>(2) AT&amp;T should pay Sprint. 2x the IntraMTA termination rate as reasonable terminating compensation pursuant to 47 C.F.R. § 20.11. On average, Sprint will perform more switching/transport to deliver AT&amp;T-originated InterMTA traffic to a distant location, all of which is incurred for the benefit of AT&amp;T and its customer.</p>	<p>and the LEC receives no revenue for the call from its end user customer. The wireless company is thus obtaining "access" from the LEC to complete its (the wireless company's) call; therefore, the LEC is entitled to receive compensation from the wireless company to reimburse the LEC for its costs in completing the call.</p> <p>(2) When an AT&amp;T end user customer places a local call to a Sprint CMRS customer, but the call is terminated to that Sprint CMRS end user customer in another MTA, AT&amp;T is entitled to originating access charges from Sprint at AT&amp;T's tariffed rates, just as AT&amp;T is entitled to originating access charges on any other long distance call. Paragraph 1043 of the FCC's <i>Local Competition Order</i> states that "most traffic between LECs and CMRS providers is not subject to interstate access charges unless it is carried by an IXC, with the exception of certain interstate interexchange service provided by CMRS carriers, such as some 'roaming' traffic that transits incumbent LECs' switching facilities . . ." Thus, where the wireless carrier is providing an interexchange service to its</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>(3) Subject to a traffic study to validate the amount of land-to-mobile traffic generated by AT&amp;T and its customers, Sprint proposes a 2% land-to-mobile terminating InterMTA Factor to derive the minutes of use upon which Sprint would charge AT&amp;T at the 2x IntraMTA termination rate.</p>	<p>customer, the originating landline carrier is due access charges. Roaming is merely one example of such a situation, and the language does not foreclose other examples. Indeed, the FCC's statement that "[i]n this <i>and other situations</i> where a cellular company is offering interexchange service, the local telephone company providing interconnection is providing exchange access to an interexchange carrier and may expect to be paid the appropriate access charge" makes that clear. The plain reading of the language demonstrates that in any situation where a wireless provider is offering interstate, interexchange service, it should be subject to appropriate access charges. Sprint CMRS is acting as an interexchange provider when it transports a call across MTA boundaries.</p> <p>(3) In the absence of an auditable Sprint traffic study regarding the volume of InterMTA traffic it receives directly from AT&amp;T, AT&amp;T's proposed InterMTA factor of 6% should be used. That figure is based on an audit that AT&amp;T performed on a major wireless carrier in 2005. AT&amp;T is willing</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**  
***Bold Italics represents proposed by Sprint***

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						to accept such lower percentage as Sprint can support with a sound study of its own, but Sprint has provided no such support
<b>CLEC ICA- specific Switched Access Service Traffic</b>						
49. <i>III.A.4.(1)</i>	(1) What compensation rates, terms and conditions should be included in the CLEC ICA related to compensation for wireline Switched Access Service Traffic?	Attachment 3, Sections 6.1.4, , 7.1.2 (Sprint)  Sections 6.4.1,6.9, 6.11, 6.23-6.24.1 (AT&T CLEC)	<b>See Language Exhibit</b>  <b>CLEC Only</b>	<b>See Language Exhibit</b>  <b>CLEC Only</b>	(1) Sprint's language requires actual traffic measurement, prohibits improper representation of switched access as reciprocal compensation traffic and maintains the Parties' positions regarding determination of call end points for any type of traffic.	AT&T's language provides specific terms to accurately identify, route and bill Switched Access Service Traffic. Complete terms provide contractual clarity with regard to network routing and intercarrier billing; appropriate references to the Parties' applicable tariffs provide for complete terms under which this traffic will be exchanged between AT&T and Sprint.  Sprint's language provides no specific definition for the type of traffic to be exchanged under the Agreement; rather it is vague and open to interpretation and dispute. Furthermore, Sprint's language includes no provisions governing how the Parties will route, record or bill for Switched Access Service Traffic, which may give rise to future disputes.
50. <i>III.A.4.(2)</i>	(2) What compensation rates, terms and	Attachment 3, Sections 7.3.5-7.3.5.5 (Sprint)	<b>See Language Exhibit</b>  <b>CLEC Only</b>	<b>See Language Exhibit</b>  <b>CLEC Only</b>	(2) Sprint's language requires actual traffic measurement, that the call be Telephone Toll Service as defined in the Act and,	AT&T proposes language that makes clear how intraLATA toll traffic, both intrastate and interstate, is defined and billed.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	conditions should be included in the CLEC ICA related to compensation for wireline Telephone Toll Service (i.e., intraLATA toll) traffic?	Sections 6.7-6.7.1, 6.16- 6.16.2, 6.17, 6.19- 6.19.2, 6.22, - 6.22.3, , 6.18- 6.18.1.2 (AT&T CLEC)			if it is, then applicable switched access charges apply. 8XX query charges are not appropriate as between the Parties, because that is a charge to be paid by the 8XX provider.	AT&T's proposed language also provides appropriate terms governing Primary Toll Carrier Arrangements, and the exchange of IntraLATA 8YY traffic, including appropriate recording and billing provisions, which Sprint's language does not.
51. <i>III.A.4.(3)</i>	(3) Should Sprint CLEC be obligated to purchase feature group access services for its InterLATA traffic not subject to meet point billing?	Attachment 3, Sections 6.7 -6.7.1 (AT&T CLEC)		CLEC Only  6.7 Compensation for Origination and Termination of InterLATA Traffic:  <b>6.7.1 Where CLEC originates or terminates its own End User InterLATA Traffic not subject to MPB, CLEC must purchase feature group access service from AT&amp;T-8STATE's state or federal access tariffs, whichever is applicable, to carry such InterLATA Traffic.</b>	(3) No. Sprint does not contemplate there being such traffic exchanged between the Parties that would be subject to access charges.	(3) Yes. If Sprint CLEC originates or terminates its own End User InterLATA Traffic that is not subject to a meet point billing (MPB) arrangement, then Sprint must purchase feature group access service from AT&T's state or federal access tariffs because the traffic is interexchange traffic and cannot be exchanged with AT&T via local interconnection trunks.
<b>FX Traffic</b>						
52. <i>III.A.5</i>	Should the CLEC ICA	Attachment 3, Sections	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	No. AT&T is seeking preferential bill and keep treatment for its	Yes. Sprint makes no provision for Foreign Exchange or "FX"

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	<p>include AT&amp;T's proposed provisions governing FX traffic?</p>	<p>6.4.2 – 6.4.2.4.3.1 (AT&amp;T CLEC)</p>		<p><b>CLEC Only</b></p>	<p>originating FX traffic that is, in fact, subject to compensation.</p>	<p>traffic, apparently based on Sprint's view that such traffic should be treated as local traffic. That view is mistaken, because the originating carrier has no obligation to pay reciprocal compensation for the transport and termination of FX traffic. FX traffic is akin to intraLATA toll traffic that terminates outside the applicable local calling area. Such traffic is non-Section 251(b)(5) Traffic and as such would normally be subject to interstate or intrastate access charges. The FCC's <i>Local Competition Order</i> states (§ 1035) that "traffic originating or terminating outside of applicable local area would be subject to interstate and intrastate access charges," and not reciprocal compensation. Accordingly, neither reciprocal compensation rates nor the FCC's interim ISP terminating compensation rates apply for the transport and termination of FX and FX-like traffic, including ISP-bound FX Traffic.</p> <p>AT&amp;T proposes that FX traffic be subject to a Bill and Keep arrangement, and AT&amp;T's proposed language provides appropriate terms under which the Parties will identify and segregate FX traffic from</p>

Joint Decision Point List  
AT&T Florida and Sprint  
Docket Nos. 100176-TP & 100177-TP  
Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						compensation billings between the Parties.
<b>Interconnected VoIP traffic</b>						
<p>53. <i>III.A.6.(1)</i></p> <p>54. <i>III.A.6.(2)</i></p>	<p>(1) What compensation rates, terms and conditions for Interconnected VoIP traffic should be included in the CMRS ICA?</p> <p>(2) Should AT&amp;T's language governing Other Telecomm. Traffic, including Interconnected VoIP traffic, be included in the CLEC ICA?</p>	<p>Attachment 3, Pricing Sheet (Sprint)</p> <p>Attachment 3 Sections 6.4, 6.4.3 – 6.4.5, 6.23.1 (AT&amp;T CLEC) Section 6.1.3 (AT&amp;T CMRS)</p>	<p><b>See Language Exhibit</b></p>	<p><b>See Language Exhibit</b></p>	<p>(1) Sprint's language requires actual traffic measurement. The FCC has determined <i>interconnected VoIP is interstate traffic</i>, but not decided what, if any, compensation is applicable. The Commission does not have jurisdiction to establish a rate and, until otherwise determined by the FCC, such traffic should be exchanged at bill and keep.</p> <p>2) No. AT&amp;T's ISP / Internet / IP-enabled language is inexplicably inconsistent between CMRS and CLEC and, therefore, discriminatory. Neither even use the defined term Interconnected VoIP.</p>	<p>(1) The FCC, which has not yet decided how VoIP traffic fits into its current compensation rules, has declared that state commissions should apply existing law when they address the matter in arbitrations. Under existing law, access charges apply to termination of interexchange (or InterMTA) traffic regardless whether the traffic originates in IP format, and the parties' ICA should so provide. There is no lawful or rational basis for Sprint's proposal to require AT&amp;T to terminate Sprint's VoIP traffic for free.</p> <p>(2) Yes. In order to ensure contractual clarity and completeness, the ICA should address all categories of traffic the Parties expect to exchange under the terms of this ICA. AT&amp;T has identified and provided, in Attachment 3, Section 6.4, various categories of traffic not subject to reciprocal compensation. Sprint has not provided any language specifying what traffic is subject to the terms of the</p>



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						ICA, other than "lawful" traffic. Such vagueness invites future disputes.
<b>CMRS ICA Meet Point Billing Provisions</b>						
55. <i>III.A.7.(1)</i>	(1) Should the wireless meet point billing provisions in the ICA apply only to jointly provided, switched access calls where both Parties are providing such service to an IXC, or also to Transit Service calls, as proposed by Sprint?	Attachment 3, Section 7.2.1-7.2.5 (Sprint)  Sections 6.11-6.11.5 (AT&T CMRS)	<b>See Language Exhibit</b>  CMRS Only	<b>See Language Exhibit</b>  CMRS Only	(1) Yes. If both are not providing service to the IXC, there is no joint service to support an IXC meet point bill. Sprint's language includes Transit Service clarifications, and eliminates an inappropriate 800 query charge.	(1) The meet point billing provisions in the CMRS ICA should apply only when the parties are jointly providing switched access service to an IXC. Even if Sprint prevails on its assertion that Transit Service should be included in the ICA (see Issue 15. <i>IC(2)</i> for AT&T's Position regarding the exclusion of Transit Service from the ICA), its inclusion of Transit Service in the meet point billing provisions is inappropriate because Transit Service is a local service, not an access service.
56. <i>III.A.7.(2)</i>	(2) What information is required for wireless Meet Point Billing, and what are the appropriate Billing Interconnection Percentages?				(2) PIU and PLU factors are inapplicable as between Sprint CMRS and AT&T in the context of meet point billing. Further, any default BIP used to bill and IXC should be consistent with the Parties' shared facility factor.	(2) The Sprint information required to establish accurate meet point billing in AT&T's billing system is: (i) a unique Access Carrier Name Abbreviation ("ACNA"); (ii) Percent Interstate Usage ("PIU"); (iii) Percent Local Usage ("PLU"); (iv) 800 Service PIU; and (v) Billing Interconnection Percentage ("BIP"). Sprint agrees that ACNA and BIP should be included, but opposes the inclusion of PIU, PLU, and 800

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>Service PIU. These factors are necessary to identify the appropriate jurisdiction of a call for proper rate application.</p> <p>AT&amp;T's billing of 800 database queries to the originating carrier is supported by the industry standard MECAB document.</p> <p>The default BIP should be 95% AT&amp;T and 5% Sprint CMRS, as reflected in the parties' previous ICA. Sprint CMRS has not provided supporting documentation for its proposed change to the default BIP.</p>
RESOLVED						
<b>Reconfiguration Costs</b>						
57. III.C	Should Sprint be required to pay AT&T for any reconfiguration or disconnection of interconnection arrangements that are necessary to conform with the	Attachment 3, Section 3.4, 1.7.5. (Sprint)  Pricing Schedule Section 1.7.4, 1.7.5, 3.5 (AT&T CLEC)	<b>3.4 Neither Party intends to charge</b> rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-	<b>3.5 AT&amp;T shall charge and Sprint shall pay any</b> rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network Interconnection arrangement to conform to the terms and conditions contained in this Agreement. Parties who initiate SS7 STP changes may be	No. To the extent either Party is required to reconfigure or disconnect existing arrangements to conform to new requirements, each should bear its own costs. This is similar to what the Parties agreed to in the current ICA in contemplation of replacing the preceding ICA.	AT&T is entitled to be compensated for the work it performs in the rearrangement, reconfiguration, disconnection or termination of either Party's network interconnection arrangement, regardless of whether the work is done when initially reconfiguring the interconnection arrangement to conform to the terms of the ICA, or at some point in time after the initial reconfiguration. AT&T incurs an expense doing such

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	requirements of this ICA?		<p>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.</p> <p>1.7.5 In some cases, Commissions have order <b>AT&amp;T-9STATE</b> to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless other noted in <i>and due under</i> this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by <b>AT&amp;T-9STATE</b>, regardless of whether or not a disconnect order is issued by Sprint.</p>	<p>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.</p> <p><b>1.7.4 Sprint shall pay the applicable service order processing/administratio n charge for each service order submitted by Sprint to AT&amp;T-9STATE to process a request for installation, disconnection, rearrangement, change, or record order</b></p> <p>1.7.5 in some cases, Commissions have order <b>AT&amp;T-9STATE</b> to separate disconnect costs and installation costs into two separate nonrecurring charges. Accordingly, unless other noted in this Agreement, the Commission-ordered disconnect charges will be applied at the time the disconnect activity is performed by <b>AT&amp;T-9STATE</b>, regardless of whether or not a disconnect order is issued by Sprint.</p>		work, and it is reasonable that AT&T be compensated for its work.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
<b>RESOLVED</b>						
<b>Shared facility costs</b>						
58. III.E.(1)	(1) How should Facility Costs be apportioned between the Parties under the CMRS ICA?	Attachment 3 Sections 2.5.3 (Sprint)	<b>See Language Exhibit</b>  CMRS Only	<b>See Language Exhibit</b>  CMRS Only	(1) Facility Costs should be apportioned based upon the Parties' respective proportionate use of the Facility to provide service to its respective customers. Sprint's position is consistent with 47 C.F.R. §51.703(b), which prohibits AT&T from charging Sprint for traffic originated on AT&T's network.	(1) The cost of shared two-way interconnection facilities should be allocated between the parties based on their proportionate use of the facilities, with the calculated factor to be updated quarterly, as AT&T proposes. This is a fair and equitable method of cost allocation. In contrast, Sprint offers no support for its proposal for an initial 50/50 allocation, which in turn Sprint proposes to update only bi-annually.
59. III.E.(2)	(2) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate	Sections 2.3.2.b, 2.3.2.1, 2.3.2.5-2.3.2.9. (AT&T CMRS)			(2) Yes. Third Party-originated traffic the transiting Party delivers to the terminating Party is the transiting Party's traffic for purposes of calculating the proportionate use of facilities. In this instance, the Third Party is the transiting Party's wholesale Interconnection customer and each jointly cause the transiting Party's use of the facility.	(2) A call that originates with a third party and that AT&T transits to Sprint should be attributed to Sprint for purposes of calculating the proportionate use of facilities under the CMRS ICA because, as between AT&T and Sprint, Sprint is the cause of that usage. AT&T has no stake in the call, because neither the calling party nor the called party is AT&T's customer. Moreover, the reason that AT&T must transit the call is that Sprint has

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	use of facilities under the CMRS ICA?					elected not to directly interconnect with the third party; it is for that reason that Sprint is the cause of the usage. Also, while the originating carrier is obliged to compensate AT&T for switching the call on the AT&T network, and for any interoffice transport <i>within</i> AT&T's network, the originating carrier does not compensate AT&T for transporting the call to Sprint from the last point of switching on the AT&T network.
60. <i>III.E.(3)</i>  61. <i>III.E.(4)</i>	(3) How should Facility Costs be apportioned between the Parties under the CLEC ICA?  (4) Should traffic that originates with a Third Party and that is transited by one Party (the transiting Party) to the other Party (the terminating Party) be	Attachment 3 Sections 2.5.3 (Sprint)  Alternative Section 2.8.6.1.5 (AT&T CLEC)	<b>See Language Exhibit</b>  <b>CLEC Only</b>	<b>See Language Exhibit</b>  <b>CLEC Only</b>	(3) Facility Costs should be apportioned based upon the Parties' respective proportionate use of the Facility to provide service to its respective customers. Sprint's position is consistent with 47 C.F.R. §51.703(b), which prohibits AT&T from charging Sprint for traffic originated on AT&T's network.  (4) Yes. Third Party-originated traffic the transiting Party delivers to the terminating Party is the transiting Party's traffic for purposes of calculating the proportionate use of facilities. In this instance, the Third Party is the transiting Party's wholesale Interconnection customer and	(3) Each Party is financially responsible for the facilities on its side of the Point of Interconnection ("POI"). The POI is the physical and financial demarcation between the Parties' networks. Sprint's language inappropriately attempts to shift the cost associated with the deployment of its network interconnection facilities to AT&T by charging AT&T for facilities that are not part of AT&T's network.  (4) See AT&T Position on Issue 69. <i>III.E(2)</i> above.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	attributed to the transiting Party or the terminating Party for purposes of calculating the proportionate use of facilities under the CLEC ICA?				each jointly cause the transiting Party's use of the facility.	
<b>CLEC Meet Point Billing Provisions</b>						
62. <i>III.F.</i>	What provisions governing Meet Point Billing are appropriate for the CLEC ICA?	Attachment 3, Section 7.3.6-7.3.6.5 (Sprint)  Attachment 3 Sections 6.23, 6.25, 6.25.2 – 6.25.6 (AT&T CLEC)	<b>See Language Exhibit</b>  CLEC Only	<b>See Language Exhibit</b>  CLEC Only	Sprint's language is appropriate. It is the Parties' language that has been in use for the past ten (10) years. Sprint is not aware of any disputes that suggest the language be revised and, therefore, sees no reason to alter long-standing that serves the necessary purpose.	AT&T has proposed language consistent with the current industry standard MECAB document.  AT&T's language appropriately provides additional specifications regarding the use of actual usage data and EMI records for billing purposes. AT&T's language also sets forth the specific process the parties will use in the event there is a loss of billing data.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>In contrast, Sprint's language states only that the parties will bill each other via Switched Access usage data, and fails to describe the process or records used to do so. The absence of a billing process clearly set forth in the ICA would inevitably lead to billing disputes.</p>
<b>Sprint's Pricing Sheet</b>						
63. <i>III.G.</i>	Should Sprint's proposed pricing sheet language be included in the ICA?	Attachment 3 Pricing Sheet	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	<p>Yes. Sprint's language identifies rates that currently a) are unknown or TBD, b) should be a known or calculable amount, or c) should have a stated traffic factor. Sprint's offered negotiated Conversation MOU Usage Rates are appropriate to serve as Interim Rates until unknown or TBD rates are determined.</p>	<p>No. The purpose of the ICA is to provide certainty for both Parties, and Sprint's Pricing Sheet subverts that purpose. In conjunction with its supporting text, Sprint does not provide a single rate that the parties can apply with certainty. Instead, Sprint proposes that it be allowed to pay the lowest of various alternative rates, the majority of which are reflected as "TBD" or "None at this time". In addition, Sprint's language refers to the provisions of Attachment 3, reiterating that Sprint would be entitled to rate reductions and refunds as set forth therein. AT&amp;T further addresses these improper rate treatments in Issues 37.<i>III.A(1)</i>, 38.<i>III.A(2)</i>, 39.<i>III.A(3)</i> and 65.<i>III.H(2)</i>. Sprint also offers three mutually exclusive rate</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						combinations for AT&T to consider as negotiated rates. All three of these rate packages are defective, and, in any event, such provisions are inappropriate for an ICA Pricing Sheet.
<b>Facility Pricing</b>						
64. <i>III.H.(1)</i>	(1) Should Sprint be entitled to obtain from AT&T, at cost-based (TELRIC) rates under the ICAs, facilities between Sprint's switch and the POI?	Attachment 3 Sections 2.9-2.9.4 (Sprint)	See Language Exhibit	See Language Exhibit	(1) Yes. Consistent with the majority of Federal Circuit Court of Appeal's decisions, the Facilities between a Sprint switch and a POI link the Parties' respective networks are the 47 U.S.C. § 252(c)(2) Interconnection Facilities that, pursuant to 47 U.S.C. § 251(d)(1), are subject to the TELRIC pricing standard.	(1) No. "Entrance Facilities" are the transport facilities between Sprint's switch and the point on AT&T's network at which the parties' networks are interconnected. ILECs were at one time required to provide those facilities to CLECs as a section 251(c)(3) UNE at cost-based rates, but the FCC did away with that requirement in the TRRO based on its determination that CLECs were not impaired by paying competitive rates for the use of entrance facilities. Based on a footnote in the TRRO, Sprint contends it is nonetheless entitled to obtain these same facilities at cost-based rates as interconnection facilities pursuant to section 251(c)(2). That is incorrect, as the Sixth Circuit held this year in its well-reasoned decision in <i>Michigan Bell Tel. Co. v. Lark</i> . Indeed, it
65. <i>III.H.(2)</i>	(2) Should Sprint's proposed language governing "Interconnection Facilities / Arrangements Rates and Charges" be included in the ICA?	Attachment 3, Sections 2.4, 2.4.1 (AT&T CLEC)  Section 2.3.6 (AT&T CMRS)				
66. <i>III.H.(3)</i>						



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	(3) Should AT&T's proposed language governing interconnection pricing be included in the ICAs?				(2) Yes. Sprint's language will ensure that Sprint CMRS and Sprint CLEC are charged Interconnection services rates that are the lower of a) TELRIC pricing or b) any lower than TELRIC pricing that AT&T has offered another Telecommunications Carrier.	<p>would be contrary to the pro-competitive aims of the 1996 Act to require AT&amp;T to provide Sprint at cost-based rates facilities that the FCC has determined are available from competitive providers at marked-based rates. If Sprint wishes to obtain entrance facilities from AT&amp;T rather than from another provider, it may do so, but pursuant to AT&amp;T's special access tariff.</p> <p>(2) No. The purpose of the ICA is to provide certainty for both parties, and Sprint's language does the opposite. Sprint proposes that it be allowed to pay the lowest of (a) the rates it pays today; (b) such replacement rates as the parties may negotiate; (c) the rates AT&amp;T charges another carrier; (d) AT&amp;T's tariffed rates less 35% as a proxy for TELRIC rates until the Commission establishes TELRIC-based rates; or (e) such cost-based rates as the Commission may establish in the future. Option (b) is plainly unnecessary. Option (c) is unacceptable because AT&amp;T has no obligation to charge all carriers the same rate; indeed, the imposition of such a duty would undermine the negotiation process that is a cornerstone of</p>

8/27/10 Version

**Bold Underline represents proposed by AT&T**

***Bold Italics represents proposed by Sprint***

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>(3) No. AT&amp;T's pricing is contrary to the Act's Interconnection pricing standards. AT&amp;T's refuses to offer TELRIC pricing to CMRS carriers; and, its CLEC pricing is based on an attempt to divide Interconnection Facilities into two pieces, an "Entrance Facility" and "Interconnection Facility", to limit its TELRIC-pricing obligations.</p>	<p>the 1996 Act and would subvert the FCC's "All or Nothing Rule," which provides that a carrier cannot adopt preferred elements of another carrier's ICA piecemeal. Options (d) and (e) presume that AT&amp;T is obligated to provide Entrance Facilities at cost-based rates, which it is not. (See AT&amp;T's Position for question (1) above.) In addition, Sprint's language improperly provides for a retroactive true-up to the effective date of the ICA for the difference between the initial contracted rate and any future rate Sprint might elect.</p> <p>(3) Yes. AT&amp;T's language properly states that certain facilities are available to Sprint and priced pursuant to AT&amp;T's access tariffs.</p>
<b>Pricing Schedule</b>						
67. <i>III.1.(1)(a)</i>	(1) If Sprint orders (and AT&T inadvertently provides) a service that is not in the ICA,  (a) Should	Pricing Schedule Sections 1.4.2.1 and 1.4.2.2 (AT&T CLEC)		<u>1.4.2.1 Sprint will be billed and shall pay for the product or service as provided in Section 1.4.2 above, and AT&amp;T-9STATE may, without further obligation, reject future orders and further provisioning of the product or service until</u>	(1) Sprint will order services that it believes in good faith are subject to the ICA. If there is a dispute over such ordered services then the parties should use the Dispute Resolution provisions to resolve the dispute. AT&T should not, however, reject good-faith orders.	(1)(a) Yes. AT&T can reject an order for which there are no

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
68. <i>III.1.(1)(b)</i>	<p>AT&amp;T be permitted to reject future orders until the ICA is amended to include the service?</p> <p>(b) Should the ICAs state that AT&amp;T's provisioning does not constitute a waiver of its right to bill and collect payment for the service?</p>			<p><u>such time as applicable rates, terms and conditions are incorporated into this Agreement as set forth in this Section 1.4.2 above. If Sprint and AT&amp;T-9STATE cannot agree on rates, terms, and conditions either Party may institute the Dispute Resolution provisions as contained in the GT&amp;Cs.</u></p> <p><u>1.4.2.2 AT&amp;T-9STATE's provisioning of orders for such Interconnection Services is expressly subject to this Section 1.4.2 above, and in no way constitutes a waiver of AT&amp;T-9STATE's right to charge and collect payment for such products and/or services.</u></p>	<p>(a) No. As long as the service is identifiable within the context of a dispute, there is no basis for AT&amp;T to be rejecting the orders.</p> <p>(b) No. This is simply one subsection of an entirely extraneous, unnecessary section. There should be no issue of "waiver" to even be addressed,</p>	<p>terms, conditions or rates in the ICA, and that should remain so even if AT&amp;T previously accepted such an order inadvertently.</p> <p>(1)(b) Yes. It is appropriate for the ICA to state that AT&amp;T is not waiving its rights to charge and collect payment for services Sprint requested and AT&amp;T inadvertently provided.</p>
69. <i>III.1.(2)</i>	(2) Should AT&T's language regarding changes to tariff rates be included in the agreement?	Pricing Schedule Section 1.4.3 (AT&T CLEC)		<p><u>1.4.3 Where the rate for an AT&amp;T-9STATE Interconnection Service is identified as a tariff rate, any changes to the tariff rate shall be automatically incorporated into this Agreement. The issuance of a Commission Order</u></p>	(2) No. An initial Commission determination that a tariff rate may be used as an Interconnection Service rate because it meets the 252(d) pricing standard when the ICA is approved, does not provide a blanket authorization to change such tariff-reference Interconnection pricing based simply on a future change in tariff prices.	(2) Yes. The rates for certain services available to Sprint pursuant to the ICA are established by tariff, and it is appropriate for the most current rate to apply. Because tariff filings, including changes, are publicly available, AT&T has no obligation to provide specific notification to Sprint of such filings. It is also appropriate to retain the last rate in effect if a

8/27/10 Version

48 of 65

**Bold Underline represents proposed by AT&T**  
***Bold Italics represents proposed by Sprint***

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				<p><u>approving such rate change shall be the only Notice required under this Agreement. Provided however, should a tariff or tariff rate, incorporated into this Agreement, be withdrawn or invalidated in any way during the term of this Agreement, the last rate in effect at the time of such withdrawal or invalidation shall continue to apply during the remaining term of this Agreement.</u></p>		<p>tariff rate is withdrawn. Otherwise, the parties would be left with no rate for the service at issue, which could lead to otherwise avoidable billing disputes.</p>
70. III.1.(3)	(3) What are the appropriate terms and conditions to reflect the replacement of current rates?	Pricing Schedule Sections 1.2-1.2.3 (Sprint) Sections 1.2-1.2.3.3 (AT&T)	See Language Exhibit	See Language Exhibit	3) Sprint's Current Section 252(d) Rate language is appropriate. It recognizes rates are subject to the statutory pricing standard, and requires an appropriate conforming agreement to be effective as of the Commission-order date of a Current Rate change. AT&T's language imposes conditions on obtaining the benefit of Commission-ordered Current Rate changes.	<p>(3) AT&amp;T's comprehensive language setting forth terms and conditions regarding how the parties will address the replacement of current rates should be included in the ICA. The parties should be free to agree to retain their current and/or interim rates. AT&amp;T's language permits the parties to do so; Sprint's language does not.</p> <p>With respect to the replacement of current rates, AT&amp;T's language properly describes the circumstances under which certain current rates would be</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>subject to modification, including a provision that one of the Parties must notify the other of its desire to adopt the new commission-ordered rate(s). Sprint's language, if adopted, would improperly obligate AT&amp;T to submit a rate change notice to Sprint after a commission order if Sprint elected not to intervene in the proceeding, which is not AT&amp;T's responsibility. Furthermore, by requiring AT&amp;T to provide such notice, Sprint's language would effectively require the Parties to replace the current rates, even if neither Party wanted the replacement rates</p>
71. III.1.(4)	(4) What are the appropriate terms and conditions to reflect the replacement of interim rates?	Pricing Schedule Section 1.3.1 (Sprint) Sections 1.3.1-1.3.5 (AT&T)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	4) Sprint's Interim Rate language is appropriate. It requires an appropriate conforming agreement to be effective as of the Commission-order date that establishes a Final Rate that replaces an interim rate. AT&T's language imposes conditions on obtaining the benefit of Commission-ordered Final Rates.	<p>(4) AT&amp;T's comprehensive language setting forth terms and conditions regarding how the parties will address the replacement of interim rates should be included in the ICA. The parties should be free to mutually agree to retain their current and/or interim rates. AT&amp;T's language permits the parties to do so; Sprint's language does not.</p> <p>With respect to the replacement of interim rates, AT&amp;T's language properly describes the circumstances under which</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>rates designated in the Pricing Sheet as "interim" would be subject to modification, including a provision that one of the parties must notify the other of its desire to adopt replacement rate(s). In contrast, Sprint's language would obligate the parties to adopt the new rate, even if the parties preferred to retain the interim rate.</p>
72. <i>III.I.(5)</i>	(5) Which Party's language regarding prices noted as TBD (to be determined) should be included in the agreement?	Pricing Schedule Sections 1.5.1, 1.5.2 (AT&T & Sprint)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	5) Sprint's language is appropriate. "TBD" Interconnection Service rates are established by the Commission pursuant to the standards contained in the Act, rather than "established by AT&T" as suggested in AT&T's language. Sprint's language also reflects the mutuality nature of the ICAs.	(5) AT&T's language regarding prices noted as TBD (or when no rate is shown) should be included in the ICA. It is appropriate that a newly established generic rate that is available to all other carriers also apply to Sprint. Sprint's language mistakenly assumes that the state commission must approve all rates in the ICA, which is not the case. Moreover, Sprint's language is particularly troubling in the context of its Pricing Sheet, which has numerous prices designated TBD. (See also Issue 63. <i>III.G.</i> )
<b>IV. Billing Related Issues</b>						
73. <i>IV.A.(1)</i>	(1) What general billing	Attachment 7,	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) Sprint's language is appropriate, recognizing the	(1) Attachment 7 should include – at a minimum – the basis for

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
74. IV.A.(2)	<p>provisions should be included in Attachment 7?</p> <p>(2) Should six months or twelve months be the permitted back-billing period?</p>	<p>Sections 1.6.2, 1.6.5            Section 2.10 – 2.10.1.2</p>			<p>mutuality of the Parties' billing and payment obligations. AT&amp;T's new 1.6.5 CMRS language regarding the billing of shared facilities is contrary to the Parties' long-standing existing practice, and would impose an undue burden on Sprint to remedy AT&amp;T's internal billing system deficiencies.</p> <p>(2) Six months. Unlike a dispute situation that may require an extended time period to detect/investigate billing errors, the Billing Party has complete control over when a bill is rendered. Six months serves to reduce disputes that would otherwise arise from "stale" billings more than six months after service is rendered.</p>	<p>the rendering of bills, payment responsibility, billing schedule, the specifics for differences between Wireless and Wireline processes (as applicable), and limitations on back-billing and credit claims. AT&amp;T's proposed language is inclusive and specific to all of those concepts. Sprint's language on these topics (when it exists) is inadequate for the complex nature of the relationship between these Parties or for any other carriers which might adopt this Agreement.</p> <p>(2) AT&amp;T's proposed 12-month limitation on the back-billing and credit claims timeframe is reasonable and is consistent with other current interconnection agreements. Six months is too short a period, because many billing discrepancies are not found until at least six months of billing cycles have transpired. Further, the time period fits appropriately with the 12-month limitation for bringing billing disputes (as addressed in Issue 80. IV.C(1) below).</p>
75. IV.B.(1)	<p>(1) What should be the definition of</p>	<p>GT&amp;C Part B Definitions Attachment</p>	<p><b>See Language Exhibit</b></p>	<p><b>See Language Exhibit</b></p>	<p>(1) The "Past Due" definition should specifically refer to "undisputed" charges, rather than</p>	<p>(1) The disagreement about the definition of "Past Due" is that under AT&amp;T's proposed</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
76. IV.B.(2)  77. IV.B.(3)  78. IV.B.(4)  79. IV.B.(5)	<p>"Past Due"?</p> <p>(2) What deposit language should be included in each ICA?</p> <p>(3) What should be the definition of "Cash Deposit"?</p> <p>(4) What should be the definition of "Letter of Credit"?</p> <p>(5) What should be the definition of "Surety Bond"?</p>	<p>7 Section 1.8.1 – 1.8.5, 1.8.7 (Sprint)</p> <p>GT&amp;C Part B Definitions Attachment 7 Sections 1.8 – 1.8.9 (AT&amp;T)</p>			<p>charges generally. Payment is accurately "due" on properly assessed charges, and such assessment does not occur as to good-faith disputed amounts until a dispute is resolved.</p> <p>(2) Sprint's language is appropriate. It recognizes that the existence of mutual billing requires mutuality in the deposit provisions; and, provides legitimate restraint on a Billing Party to prevent the use of a deposit demand as a competitive weapon to needlessly encumber a Billed Party's capital.</p>	<p>definition, amounts that the disputing party places in escrow are considered "Past Due" and therefore are subject to Late Payment Charges (under Att. 7, section 1.9), while under Sprint's definition, they are not. AT&amp;T's approach is perfectly reasonable, because if the Billing Party wins the dispute, the disputed amounts were in fact due and owing and so should be subject to the Late Payment Charge. On the other hand, if the Billed Party wins the dispute, so that the escrowed charges should not be subject to Late Payment Charges, AT&amp;T's escrow language (Att. 7, section 1.16.1) gives the Billed Party a credit for the Late Payment Charge that was assessed on the Past Due amount. Sprint's definition inappropriately excuses disputed amounts from Late Payment Charges even when the Billing Party's position on the dispute is vindicated.</p> <p>(2) The purpose of the deposit (or "assurance of payment") provisions in the ICA is to help ensure that AT&amp;T is paid for the products and services it provides. AT&amp;T includes such language in its ICAs because it has lost tens of millions of dollars over the years in non-</p>



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>(3) Sprint's deposit language does not use the term "Cash Deposit". If it is determined to be a necessary term, Sprint's definition recognizes that the existence of mutual billing requires mutuality in deposit language, including deposit-related definitions.</p> <p>(4) Sprint's deposit language does not use the term "Letter of Credit". If it is determined to be a necessary term, Sprint's definition recognizes that the existence of mutual billing requires mutuality in deposit language, including deposit-related definitions.</p> <p>(5) Sprint's deposit language does not use the term "Surety Bond". If it is determined to be a necessary term, Sprint does not dispute the definition as proposed by AT&amp;T.</p>	<p>payments from carriers. AT&amp;T's proposed deposit language appropriately requires a deposit from carriers with unestablished or questionable credit, while exempting carriers that present little risk of non-payment. Sprint's proposed deposit language is unreasonable because it provides for a deposit from AT&amp;T, notwithstanding that there is no reason whatsoever to believe that AT&amp;T presents any risk of non-payment.</p> <p>(3) AT&amp;T's proposed definition of "Cash Deposit" appropriately reflects that AT&amp;T should not be required to make a deposit. Unlike many carriers with which AT&amp;T does business, and as noted in (2) above, AT&amp;T's creditworthiness is notoriously sound.</p> <p>(4) AT&amp;T's proposed definition of "Letter of Credit" appropriately reflects that AT&amp;T should not be required to make a deposit. Unlike many carriers with which AT&amp;T does business, and as noted in (2) above, AT&amp;T's creditworthiness is notoriously sound.</p> <p>(5) AT&amp;T's proposed definition of "Surety Bond" reflects an appropriate business standard</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						<p>required to mitigate the risks to be assumed by AT&amp;T under the ICA's deposit provisions. The context in which "Surety Bond" is used in Attachment 7 reflects that AT&amp;T should not be required to make a deposit. Unlike many carriers with which AT&amp;T does business, and as noted in (2) above, AT&amp;T's creditworthiness is notoriously sound.</p>
<p>80. <i>IV.C.(1)</i></p> <p>81. <i>IV.C.(2)</i></p>	<p>(1) Should the ICA require that billing disputes be asserted within one year of the date of the disputed bill?</p> <p>(2) Which Party's proposed language concerning the form to be used for billing disputes should be included in the ICA?</p>	<p>Attachment 7, Section 3.1.1, 3.3.1 (AT&amp;T &amp; Sprint)</p>	<p><b>See Language Exhibit</b></p>	<p><b>See Language Exhibit</b></p>	<p>(1) No. Billing errors may not be detectable in twelve months. The parties agree in GTC Part A to a 24-month limit as to any ICA dispute, which is likely shorter than a statutory limitations period. There is no legal basis to mandate a further time restriction for billing disputes.</p> <p>(2) Sprint's language is appropriate. Sprint maintains its right to use its existing automated dispute system, but will consider AT&amp;T-requested modifications if</p>	<p>(1) Yes. To the extent a Party desires to file a billing dispute, it should do so within 12 months of the bill date. Corroborating dispute claims for anything beyond 12 months cannot always be accomplished due to record retention capabilities and limitations, corruption of aged data files and lost data. Further, 12 months is consistent with AT&amp;T's proposed 12-month limitation on back-billing in Issue 74. <i>IV.A(2)</i> above. Sprint's apparent view that there should be no limit on how far back a billing dispute may reach is unreasonable – and is inconsistent with Sprint's proposal to limit back-billing to only 6 months.</p> <p>(2) The ICA should include</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

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 pays for such modifications. AT&T seeks to mandate use of its form that will require Sprint's manual compliance, but not pay any costs related to such mandated use.	AT&T's proposed language, which appropriately requires the Billed Party to submit disputes on the Billing Party's dispute form. AT&T receives many billing disputes from many carriers, and the efficient processing of those disputes demands that all carriers use AT&T's standard form, which is compatible with AT&T's systems.
82. <i>IV.D.(1)</i>	(1) What should be the definition of "Non-Paying Party"?	GT&C Part B Definitions Attachment 7, Sections 3.3.1 (Sprint)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) The "Non-Paying Party" definition should mean the Party that does not pay "undisputed amounts" because, until a "disputed amount" is determined to be legitimately included within the Billing Party's rendered bill, it is not subject to payment.	(1) The determination of which Party's proposed definition of "Non-Paying Party" should appear in the ICA can only be made by examining which Party's definition yields the appropriate result within the ICA. (In other words, there is no inherently "correct" definition of the term.) AT&T's definition works, and Sprint's does not. For example, the ICA provides (Att. 7, section 1.12), "If any unpaid portion of an amount due to the Billing Party under this Agreement is subject to a Billing Dispute between the Parties, the <b>Non-Paying Party</b> must, prior to the Bill Due Date, give written notice to the Billing Party of the Disputed Amounts . . ." Obviously, Non-Paying Party, as used there, means a Party that has not paid disputed amounts..
83. <i>IV.D.(2)</i>	(2) What should be the definition of "Unpaid Charges"?	GT&C Part B Definitions Attachment 7 Sections 1.13 – 1.18, 3.3.1,3.3.2 (AT&T)			(2) The "Unpaid Charges" definition should mean the "undisputed charges" for which a Non-Paying Party has not	
84. <i>IV.D.(3)</i>	(3) Should the ICA include AT&T's proposed language requiring escrow of disputed amounts?					

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					<p>remitted full payment because, until a "disputed charge" is determined to be legitimately billed, the Non-Paying Party is under no obligation to pay such charge.</p> <p>(3) No. AT&amp;T issues erroneous bills that cause good-faith disputes. It is inappropriate to alter the status quo by conditioning disputes on pre-payment to a third party. A Billed Party should only be responsible for payment of properly assessed charges with applicable interest, at the end of the dispute resolution process.</p>	<p>(2) Again, the determination of which Party's proposed definition of "Unpaid Charges" should appear in the ICA can only be made by examining which Party's definition yields the appropriate result within the ICA. AT&amp;T's definition of "Unpaid Charges" works and Sprint's does not. For example, the ICA provides (Att. 7, section 2.2), "The Non-Paying Party must remit all Unpaid Charges to the Billing Party within...days of the Discontinuance Notice." Just as a "Non-Paying Party is a Party that has not paid undisputed or disputed amounts (see above)," Unpaid Charges," as used there, appropriately means discontinuance can occur for <i>any</i> charges unpaid after the Bill Due Date - including both undisputed <i>and</i> disputed charges.</p> <p>(3) Yes. AT&amp;T has lost tens of millions of dollars to carriers that disputed their bills without a proper basis and then, when the disputes were resolved in AT&amp;T's favor, did not have the funds to pay the amounts they owed. AT&amp;T's escrow language is a reasonable measure to prevent this. As an example, if Sprint disputes an AT&amp;T bill (other than for</p>

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
						reciprocal compensation) Sprint should be required to deposit the disputed amounts in an interest-bearing escrow account in order to ensure that funds will be available if the dispute is resolved in AT&T's favor. The escrow provisions proposed by AT&T are consistent with the escrow provisions in many current ICAs, and need to be in the successor ICA, in part, because it may be adopted by other carriers.
85. <i>IV.E.(1)</i>	(1) Should the period of time in which the Billed Party must remit payment in response to a Discontinuance Notice be 15 or 45 days?	GT&C Part B Definitions (Discontinuance Notice Definition) (Sprint & AT&T)  Attachment 7 Sections 2.0 - 2.4.2, 2.4.5 (Sprint)	<b>See Language Exhibit</b>	<b>See Language Exhibit</b>	(1) Discontinuance of service is a drastic remedy. It is not unreasonable to provide forty-five (45) days notice to avoid potential disruption or disconnection to ensure the Parties are in agreement over the facts that the noticing Party contends exist to give rise to such notice.	(1) AT&T's proposed 15 days from the Discontinuance Notice is sufficient time for the Non-Paying Party to remit payment for charges due – particularly since the charges at issue here are charges that the Billed Party does not dispute. Since the Discontinuance Notice cannot be sent until the Non-Paying Party is already past due (over 30 days), the Non-Paying Party actually has 46 days (at a minimum) from the invoice date to pay the charges due. Sprint's proposed 45-day timeframe would actually give the Non-Paying Party 76 days (at a minimum) to pay charges due after the invoice date, which is unreasonable. There is no sound reason for not expecting the Billed Party to
86. <i>IV.E.(2)</i>	(2) Under what circumstances may a Party disconnect the other Party for nonpayment, and what terms should govern such	Sections 2.0 - 2.9.3 (AT&T)			(2) Disconnection of service is so	

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	disconnection ?				customer-impacting that it should not be sanctioned in the absence of Commission order and, even then, it should be limited to the services for which any unpaid, undisputed payment was required but not paid.	pay its <i>undisputed</i> bills within 46 days in order to avoid discontinuance of service.  (2) Once the contractual circumstances that justify discontinuance are met, discontinuance should be permitted, with no requirement that the Billing Party first obtain Commission approval. The Billing Party will provide any written notice of disconnection to the Commission as required by any State Order or Rule, and the Billed Party – which will have ample notice of the threatened discontinuance – is free to ask the Commission to block the discontinuance. The Billing Party, however, should not bear the burden of seeking Commission approval of a discontinuance of service to a non-paying customer.
87. IV.F.1.	Should the Parties' invoices for traffic usage include the Billed Party's state specific Operating Company Number (OCN)?	Attachment 7, Section 1.6.3 (Sprint & AT&T)	1.0 Billing and Payment of Charges  1.6.3 Each Party will invoice the other by state, for traffic exchanged pursuant to this Agreement, by the Central Office Switch, based on the terminating location of the call and will display and	1.6.3 Each Party will invoice the other by state, for traffic exchanged pursuant to this Agreement, by the Central Office Switch, based on the terminating location of the call and will display and summarize the number of	No. The Parties agree to follow industry standards in rendering invoices. Sprint's billing system is based on the SECAB industry standard, which does not identify usage by "Billed Party OCN". AT&T has no right to mandate a change in Sprint's long-standing, industry standard billing system.	Yes. One of the unique identifiers of a carrier is its state specific Operating Company Number (OCN). OCNs for a given carrier can differ from state to state, and AT&T's OCNs in fact do. AT&T's accounts payable processes for paying Sprint's (and other carriers') bills require the inclusion of the state-specific OCN assigned to AT&T in the

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<p>summarize the number of calls and Conversation MOUs for each terminating office and usage period.</p> <p>Sprint will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between <b>AT&amp;T-9STATE</b> and Sprint takes place as well as the number of calls and Conversation MOUs.</p>	<p>calls and Conversation MOUs for each terminating office, usage period <b>and state specific Operating Company Number (OCN).</b></p> <p>Sprint will display the CLLI code(s) associated with the Trunk through which the exchange of traffic between <b>AT&amp;T-9STATE</b> and Sprint takes place as well as the number of calls and Conversation MOUs.</p>		<p>given state so that the appropriate account journalization can occur. If AT&amp;T receives bills from Sprint without AT&amp;T's state-specific OCN associated with each state's usage, AT&amp;T must resort to a costly and time-consuming process to allocate the bills appropriately.</p>
88. <i>IV.F.2(1)</i>	(1) How much notice should one Party provide to the other Party in advance of a billing format change?	Attachment 7, Sections 1.19	<p>1.19 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing format changes <b>that may impact the Billed Party's ability to validate and pay the Billing Party's invoices.</b> At that time a sample of the new invoice will be provided so that the Billed Party has time to program for any changes that may impact validation and payment of the invoices. <b>If the specified length of notice is not provided regarding a billing format change and such change impacts the</b></p>	<p>1.19 Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing format changes. At that time a sample of the new invoice will be provided so that the Billed Party has time to program for any changes that may impact validation and payment of the invoices. <b>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</b></p>	(1) Both Parties require billing format change notice of "at least ninety (90) calendar days or three (3) monthly billing cycles." Sprint's language further requires the Billed Party to act within the specified time, whereas AT&T language creates ambiguity that allows a Billed Party to indefinitely suspend its payment obligations.	(1) A 90-day notification of billing format changes is sufficient for the parties to modify internal processes to accept those changes. If Sprint fails to provide notification 90 days prior to a billing format change, AT&T should not be subject to any late payment fees until the appropriate amount of time (90 days) has passed from the time AT&T was notified of the change.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<i>Billed Party's ability to validate and timely pay the Billing Party's invoices, then the affected invoices will be held and not subject to any Late Payment Charges, until at least ninety (90) calendar days has passed from the time of receipt of the changed bill.</i>	<u>to test the new format and make changes deemed necessary.</u>		
<b>RESOLVED</b>						
89. IV.G.2	What language should govern recording?	Attachment 7, Section 6.1.9.4,	<b>CLEC Only</b> 6.1.9.4 When Sprint is the recording Party, Sprint agrees to provide its recorded AUR detail to <b>AT&amp;T-9STATE</b> under the same terms and conditions of this section.	<b>CLEC Only</b> 6.1.9.4 When Sprint is the recording Party, Sprint agrees to provide its recorded <u>End User Billable Messages</u> detail <u>and AUR detail data</u> to <b>AT&amp;T-9STATE</b> under the same terms and conditions of this section.	Sprint's language is appropriate because Sprint does not support the type of calls that generate (and, therefore, Sprint is not even currently capable of creating) "End User Billable Messages detail".	AT&T's proposed reference to "End User Billable Messages" should be included in section 6.1.9.4. While Sprint may claim to have no traffic that requires the use of "End User Billable Messages," the Non-Intercompany Settlements ("NICS") process, coupled with the possibility that another carrier, that does require "End User Billable Messages" might adopt the Sprint agreement, warrant the inclusion of AT&T's proposed language. If Sprint in fact has no traffic that requires "End User Billable Messages," the inclusion of AT&T's language will have no effect on Sprint and so should not be objectionable.
90. IV.H.	Should the ICA include	Attachment 7, Section		<b>See Language Exhibit</b>	No. The Parties have a separate RAO hosting agreement that	Yes. The Agreement should provide for the settlement of



Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

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's proposed language governing settlement of alternately billed calls via Non-Intercompany Settlement System (NICS)?	5.1.2 (AT&T)			addresses the subject contained in AT&T's proposed section 5.1.2 and it is not appropriate to create an unnecessary ambiguity by having this specific subject matter in two different agreements.	local and toll LEC-carried alternately billed calls between the Parties and with all other participating LECs. AT&T's proposed language appropriately ensures that the Parties have a full accounting for the billing of such messages.
<b>V. Miscellaneous</b>						
<b>RESOLVED</b>						
91. V.B.	What is the appropriate definition of "Carrier Identification Codes"?	GT&C Part B Definitions (Sprint & AT&T)	<p>CLEC Only  <b>"Carrier Identification Codes (CIC)" means a code assigned by the North American Numbering Plan administrator to identify <i>specific Interexchange Carriers</i>. This code is primarily used for billing and routing purposes.</b></p> <p>Sprint Alternative (modified AT&amp;T Alternative #2):  <b>"CIC (Carrier Identification Code)" – A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the</b></p>	<p>CLEC Only            AT&amp;T proposed language  <b>"Carrier Identification Codes (CIC)" means a code assigned by the North American Numbering Plan administrator to identify <u>the entity that purchases access services</u>. This code is primarily used for billing and routing <u>from the local exchange network to the access purchaser</u>.</b></p> <p>Alternative #1:  <b>"Carrier Identification Codes (CIC)" means a code used to <u>provide routing and billing information for calls from</u></b></p>	Sprint's language is accurate and appropriate. CICs are assigned to wireline IXC service providers, rather than AT&T's broader language that would include any "entity that purchase access services".	While Sprint's language correctly states what a CIC code is, it fails to define the relationship between the access carrier and the local exchange carrier. Since there are many access carriers, the CIC is used by the local exchange carrier to identify which access carrier to route a particular call to, then bill accordingly, AT&T advocates inclusion of this definition only in the CLEC ICA, but is not opposed to including it in the CMRS ICA.

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			<p>local exchange network to the access purchase and for billing between the LEC and the access purchaser. <i>For the purpose of clarity, the phrase "access purchaser" as referred to in this definition does not include either Party as a purchaser of Interconnection Services under this Agreement.</i></p>	<p><u>end users via trunk-side connections to interexchange carriers and other entities. Entities connect their facilities to access provider's facilities using several different access arrangements, the common ones being Feature Group B (FG B) and Feature Group D (FG D). Access providers are common carriers and connecting carriers that provide interconnection services between an entity and another provider of telecommunications services</u></p> <p>Alternative #2:  <u>CIC (Carrier Identification Code) - A numeric code that uniquely identifies each carrier. These codes are primarily used for routing from the local exchange network to the access purchaser and for billing between the LEC and the access purchaser.</u></p>		
92. V.C.(1)	(1) Should the ICA include language	GT&C Part A, Sections 16, 16.3,	See Language Exhibit	See Language Exhibit	(1) No. It is inappropriate to impose unilateral charges to update AT&T's internal records.	(1)Yes. The ICA should include terms for situations when Sprint requests changes to any of its

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
93. V.C.(2)	<p>governing changes to corporate name and or d/b/a?</p> <p>(2) Should the ICA include language governing company code changes?</p>	16.3.1, 16.3.2, 16.4, 16.4.1, 16.4.2			<p>If allowed, such costs should be subject to identification when the ICA is transferred / assigned, with any payment negotiated and subject to the ICA's Dispute Resolution provisions.</p> <p>(2) No. It is inappropriate to impose unilateral charges to update AT&amp;T's internal needs associated with a company code change. If allowed, such costs should be subject to identification if a company code change occurs, with any payment negotiated and subject to the ICA's Dispute Resolution provisions.</p>	<p>accounts. It is appropriate for AT&amp;T to charge Sprint for any requested changes that require AT&amp;T to do work on existing account or customer records, This includes, for example, work required to change a company name, record changes or re-stenciling; re-engineering; changing locks; etc. AT&amp;T is not attempting to "shift" to Sprint any cost that should be borne by AT&amp;T, but merely seeks appropriate compensation for doing work requested by Sprint.</p> <p>(2) Yes, the ICA should include rates as well as terms for any changes to Sprints' accounts. Appropriate rates and charges are identified in the pricing schedule of this ICA.</p>
<b>Insurance</b>						
V/D RESOLVE D						
V/E RESOLVE D						
V/F RESOLVE D						
V/G RESOLVE D						

Joint Decision Point List  
 AT&T Florida and Sprint  
 Docket Nos. 100176-TP & 100177-TP  
 Filed 08/27/10

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
RESOLVE D						
V1 RESOLVE D						