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April 13, 2010

VIA HAND DELIVERY

Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

RE: ***Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners,***
Docket No. 10-00042
and
Petition for Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Sprint Communications Company L.P.,
Docket No. 10-00043

Dear Chairman Kyle:

Enclosed please find the original and thirteen (13) copies of *Joint Response of Sprint Spectrum L.P., Nextel South Corp., NPCR, Inc. d/b/a Nextel Partners and Sprint Communications Company L.P. to BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee's Duplicative Petitions for Section 252(b) Arbitration* in the above-captioned dockets. One (1) additional copy of the *Joint Response* is enclosed to be filed-stamped for our records.

If you have any questions or require additional information, please let us know.

Very truly yours,

Melvin J. Malone

clw
Enclosures

BEFORE THE TENNESSEE REGULATORY AUTHORITY

Nashville, Tennessee

In re:

PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T TENNESSEE AND SPRINT SPECTRUM L.P., NEXTEL SOUTH CORP., AND NPCR, INC. D/B/A NEXTEL PARTNERS	)	**Docket No. 10-00042**
And		
PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T TENNESSEE AND SPRINT COMMUNICATIONS COMPANY L.P.	)	**Docket No. 10-00043**

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

Sprint Spectrum L.P., on behalf of itself and as agent and General Partner of WirelessCo, L.P., and SprintCom, Inc., jointly d/b/a Sprint PCS ("Sprint PCS"), Nextel South Corp. ("Nextel"), NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners"), and Sprint Communications Company L.P., pursuant to 47 U.S.C. § 252(b)(3), respectfully submit this *Joint Response* to the duplicative Petitions[1] filed by BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee

[1] *See and cf.*: *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Sprint Spectrum L.P., Nextel South Corp., and NPCR, Inc. d/b/a Nextel Partners*, TRA Docket No. 10-00042 (Mar. 19, 2010) ("Wireless Pet."); and *Petition For Arbitration of Interconnection Agreement*

("AT&T" or "AT&T Tennessee") in the respective, above-captioned matters pending before the Tennessee Regulatory Authority ("Authority" or "TRA").[2]

I.

INTRODUCTION

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

- Consolidate Docket Nos. 10-00042 and 10-00043 for all purposes;

Between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Sprint Communications Company L.P., TRA Docket No. 10-00043 (Mar. 19, 2010) ("Wireline Pet.").

[2] The interconnection agreement to be arbitrated and approved in Tennessee is a "regional" agreement that will be used by the parties throughout AT&T's southeastern legacy BellSouth 9-State region. Therefore, re-negotiations have touched, and parallel arbitrations are anticipated to be commenced within, all nine of the legacy BellSouth states. As of the filing of Sprint's *Joint Response* and contemporaneously filed *Motion to Consolidate*, AT&T has filed substantively identical, duplicative petitions for arbitration in Kentucky, KPSC Case Nos. 2010-00061 and 2010-00062, Tennessee, North Carolina, NCUC Docket Nos. P-55, SUB 1805 and 1806, Georgia, GPSC Docket Nos. 31691 and 31692, and Florida, FPSC Docket Nos. 100176-TP and 100177-TP. Subsequent to the March 9, 2010, filing of Sprint's *Joint Response* and *Motion to Consolidate* in the Kentucky proceedings and the submission of AT&T's petitions for arbitration in Tennessee on March 19, 2010, the parties have recently re-engaged in good faith negotiations. Sprint remains hopeful that such negotiations will address some, though likely not all, of the concerns and issues raised by Sprint in this *Joint Response*. Notwithstanding such ongoing and potentially fruitful negotiations, Sprint is obligated, under the Act, to respond to AT&T's petitions on record with the Authority as submitted to the TRA on March 19th. To the extent these current negotiations resolve any of the pending disputed threshold issues, any of the contractual disputed issues, or both, the parties will appropriately notify the Authority of the same.

[3] Sprint Communications Company L.P. also provides interexchange services in Tennessee, but those services are not at issue in these proceedings.

- Require the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list (DPL) within forty-five (45) days of the issuance of the Order accepting the petitions for arbitration (or such further additional time as may be reasonably necessary and mutually requested by the parties). The Authority should require that this Consolidated Joint DPL include, among other things, a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identifies those contract provisions that: (a) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services; and (b) is neither in dispute or have otherwise been resolved;

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

- Appoint a Pre-Arbitration Hearing Officer to prepare the consolidated arbitration for hearing by the Presiding Arbitration Panel, and direct the Hearing Officer to set an immediate Status Conference to establish a procedural schedule; and

- Direct the Hearing Officer to schedule another Status Conference within ten (10) days after the submission of the Consolidated Joint DPL to, among other things, resolve any outstanding pre-hearing issues and prepare the consolidated matter for a hearing on the merits.

II.

BACKGROUND

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

agreements.[4] Despite that promise, AT&T embarked on a strategy that *doubles* rather than *reduces* the costs to the parties, and the administrative burden to the Authority, to establish a new ICA between Sprint and AT&T.

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

Sprint is entitled to one ICA with AT&T that supports unified interconnection arrangements and the exchange of all interconnection traffic (telecommunications and information services traffic exchanged over the same arrangements[6] – be it wireless, wireline

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

[5] *See and compare In Re: Petition of Sprint Communications Company, L.P. and Sprint Spectrum, L.P., d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection with BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee d/b/a AT&T Southeast*, TRA Docket No. 07-00132.

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

and/or IP-enabled traffic) between Sprint and AT&T. Alternatively, even if the parties were to ultimately use the "form" of two contracts, except in very limited areas where either Sprint may consent to (or the FCC has expressly provided for) disparate treatment based upon "wireless" or "wireline" telecommunications concepts, Sprint is still entitled to consistent and non-discriminatory terms and conditions in any ICA(s) it enters into with AT&T. Whether one or two contracts are used, the vast majority of the language in each contract should be the same so that Sprint is still able to have unified interconnection arrangements under which it can exchange all interconnection traffic with AT&T.

Against that background, AT&T failed to advise the Authority of the entire scope of the parties' unresolved issues (including the one vs. two contract issue) that have contributed to the mass of unresolved issues. Instead, AT&T unilaterally filed duplicative Petitions in an attempt to predetermine the one vs. two contract issue. In addition to its duplication, a fundamental problem with AT&T's actions is its refusal to affirmatively identify and justify, on a side-by-side, issue-by-issue and language-specific basis within a consolidated DPL, all of the differential treatment that it seeks to impose upon Sprint. The duplication and complication caused by AT&T's approach translates into a direct waste of the parties' and the Authority's time and resources. The alternative, which Sprint supports, is a consolidated proceeding that requires affirmative, side-by-side comparisons and justification of any AT&T differential treatment as to the different Sprint entities.

For the reasons set forth above, and explained in greater detail below, Sprint asserts that a reasonable path forward should include the following: (1) the prompt consolidation of TRA Docket Nos. 10-00042 and 10-00043 for all purposes; (2) the parties conferring, creating, and filing a Consolidated Joint DPL within forty-five (45) days from the issuance of an Order

accepting the consolidated petitions for arbitration (or such further additional time as may be reasonably necessary and mutually requested by the parties); (3) the parties continuing to negotiate in good faith; (4) the appointment of a Pre-Arbitration Hearing Officer and the setting of a Status Conference to establish a procedural schedule; and (5) the setting of a second Status Conference, subsequent to the submission of the Consolidated Joint DPL, to resolve any outstanding pre-hearing matters and prepare the matter for a hearing on the merits.

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

The Sprint ICA that Sprint PCS, Sprint CLEC and AT&T operate under is an Authority-approved agreement that became effective in January, 2001. Pursuant to further Authority approval, Nextel and Nextel Partners adopted the Sprint ICA as their ICA with AT&T, effective May 19, 2008.[7] In the summer of 2009, Sprint sent AT&T written notice to initiate negotiations for a new agreement, which expressly stated:

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

Consistent with AT&T Merger Commitment No. 3, and the outcomes in, and to the extent applicable TRA orders in, TRA Docket Nos. 07-00161, 07-00162 and 07-00132, Sprint expected AT&T to respond with targeted edits to the existing Sprint ICA directed at specific

[7] *See In Re: Petition Regarding Notice of Election of Interconnection Agreement by Nextel South Corporation*, TRA Docket No. 07-00161 (July 17, 2008) (consolidated with Docket No. 07-00162) (executed adoption agreements filed July 28, 2007 pursuant to Order Granting Nextel South Corp.'s and Nextel Partner's Motions for Summary Judgment).

[8] *See* Sprint contract negotiator Fred Broughton's August 13, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet.

subjects that might reasonably need updating based upon evolving industry interconnection-related developments. Such a common-sense approach would have been the springboard for efficient, good-faith negotiations to either reach a new ICA or identify a reasonable volume of truly substantive unresolved issues for arbitration. Rather than pursue targeted edits to the existing Sprint ICA, AT&T separated the Sprint ICA into two sets of redlines (*i.e.,* a set of "wireless" ICA redlines that AT&T directed to Sprint for its wireless entities and a set of "wireline" ICA redlines that AT&T directed to Sprint for its CLEC) in furtherance of AT&T's effort to force Sprint into the use of two separate and distinct ICAs.

AT&T's "redlines" essentially reflected AT&T's "starting point" to be AT&T's new 22-state generic terms and conditions for both the wireless ICA and the wireline ICA. *Although Sprint has identified numerous inconsistencies, AT&T has neither affirmatively identified exactly where all the differences exist in its two sets of redlines nor eliminated inconsistencies in sections of general applicability.* Instead, AT&T left it to Sprint to ferret out any and all differences no matter how small, large, significant or insignificant and turn them into "issues for arbitration." Unfortunately, the tedious, duplicative, and complicated reviews that emanated from AT&T's effort to unilaterally impose separate contracts without identifying and justifying any differing treatment in its redlines hampered good-faith negotiations as to any substantive, meaningful issues. In fact, AT&T's approach hindered the parties in efficiently and effectively outlining for the Authority at the outset of these proceedings a meaningful and workable list of substantive outstanding disputed issues remaining for arbitration.

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

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

(1) Efficient and appropriately priced network interconnections for, and the exchange of traffic associated with, both telecommunications services and information services;[10] and

(2) Sprint's ability to use such interconnection arrangements to provide any services that Sprint is legally allowed to provide to its customers (*e.g.*, wholesale interconnection services to other carriers).[11].

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

Based on the foregoing, Sprint's position is simple: absent Sprint's consent as the requesting carrier or FCC authorization as to a specific issue, it is not appropriate for AT&T to impose different contract treatment and/or language on Sprint in either one or two separate contracts based on the identity of, or the technology used, by a given Sprint entity. Sprint is entitled to a single ICA with AT&T; and, even if two ICAs were determined by the Authority to be required, Sprint is entitled to identical language in each ICA with any technology-related differences specified within applicable provisions of each ICA. AT&T's attempt to force

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[10] *See* 47 C.F.R. § 51.100(b).

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

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

separate agreements upon Sprint, without identifying and justifying the differences in its positions, perpetuates inconsistent and discriminatory treatment by AT&T in its dealings with Sprint (as well as with other competing multi-technology carriers).[13] As discussed in Sprint's *Motion to Consolidate*, this is wasteful and could result in inconsistent resolutions as to any number of issues.

Pursuant to 47 U.S.C. § 251(c), and as the Authority has long-recognized, AT&T has multiple duties to provide interconnection-related services at rates and on terms and conditions that are just, reasonable, and nondiscriminatory. A few examples of the duplication and inconsistencies that existed in AT&T's two redlines and resulting filed DPLs / proposed contract language are further identified in the next section of this *Joint Response*. It is not fair, just, reasonable, or otherwise consistent with the Act's consumer-oriented, anti-discrimination policies to require Sprint or the Authority to ferret out all of the AT&T inconsistencies *which may, or may not*, exist as a result of AT&T's view of what it can do under any concept of "justifiable" discrimination. If AT&T seeks to impose inconsistent or discriminatory treatment upon Sprint entities pursuant to different contract terms and conditions, the burden should fall squarely upon AT&T to clearly and affirmatively identify and justify the basis for any differential treatment and/or language that it proposes, including whether or not such differences are based upon Sprint's use of wireless or wireline technology. Under AT&T's approach of duplicative petitions without identification or justification for any differential treatment between the various Sprint entities, this burden was thrust upon Sprint and the Authority.

[13] Such inconsistent and discriminatory treatment was defended by AT&T and rejected by the Authority in TRA Consolidated Docket Nos. 07-00161 and 07-00162. *See In Re: Petition Regarding Notice of Election of Interconnection Agreement by Nextel South Corporation*, Order Granting Nextel South Corp.'s and Nextel Partner's Motions for Summary Judgment, TRA Docket No. 07-00161 (July 17, 2008) (consolidated with Docket No. 07-00162).

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

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

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

inexplicably inconsistent positions as to *the same Sprint-proposed contract language even in the absence of any potential wireless vs. wireline concerns.*

Attached hereto as **SPRINT EXHIBIT 1** is Sprint's proposed DPL format, which, as further explained below, remains a work-in-progress in light of the parties' now-ongoing negotiations. All of the issues contained in **SPRINT EXHIBIT 1** were provided to AT&T on February 2, 2010. Pursuant to the parties' agreement, all Sprint material provided by March 11, 2010 was to be incorporated into the Tennessee arbitration petition to be filed by AT&T. **SPRINT EXHIBIT 1** further reflects (1) subsequent cosmetic edits and added cross-references within Sprint's proposed issues to each of AT&T's DPLs, and (2) tentatively RESOLVED items (which also remain subject to final confirmation as well as the overall issue 2 "one vs. two contract issue"). Further, some language may continue to be shown as disputed in this Exhibit where it remains contained within broader still-disputed contract provisions (e.g. the Whereas provisions within **SPRINT EXHIBIT 1**, Issue 5). Ultimately, a final DPL should reflect the actual remaining open disputed issues for arbitration upon completion of negotiations.

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

AT&T's differing "scope" language in these same provisions appeared to have had nothing at all to do with whether Sprint is providing service using wireless or wireline technology:

[remainder of page intentionally left blank]

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

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

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

Mapping each Sprint issue to its respective location in the AT&T Wireline and Wireless DPLs confirms that almost every Sprint issue is present in both Docket No. 10-00042 and Docket No. 10-00043.[14] The following is a non-exhaustive summary of examples of various actions that AT&T appears to have taken/not taken as to Sprint issues, which further demonstrates the need for all of Sprint's issues to be addressed in one proceeding to ensure consistency in issue-specific considerations and ultimate resolution:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sprint's second Preliminary Issue is the one vs. two contract issue that AT&T simply chose to ignore in its filed materials. Sprint's third Preliminary Issue exists for the purpose of driving consistency into whatever agreement(s) ultimately control(s) the parties' relationship.

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

- Consolidates Docket Nos. 10-00042 and 10-00043 for all purposes;
- Requires the parties to further confer, create and file a Consolidated Joint DPL within forty-five (45) days of the issuance of an Order accepting the petitions for arbitration (or such further additional time as may be

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

- Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing on the merits;

- Appoints a Pre-Arbitration Hearing Officer to prepare the consolidated arbitration for hearing by the Presiding Arbitration Panel; directs the Hearing Officer to set an immediate Status Conference to establish a procedural schedule; and

- Directs the Hearing Officer to schedule another Status Conference within ten (10) days after the submission of the Consolidated Joint DPL to, among other things, resolve any outstanding pre-hearing issues and prepare the consolidated matter for a hearing on the merits.

III.

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

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

[19] *See* Sprint contract negotiator Fred Broughton's August 13, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet. and expressly states:

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

AT&T Petition are identical. For the sake of clarity and ease of reference, Sprint has repeated each AT&T allegation below, specifically identifying the corresponding Petition paragraph numbering and AT&T's Sprint-party name distinctions, and providing Sprint's collective response to each of AT&T's numbered paragraph allegations:

A. STATEMENT OF FACTS

Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1: AT&T Tennessee is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business in Tennessee at 333 Commerce Street, Nashville, Tennessee. AT&T Tennessee is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is authorized to provide telecommunications services in the State of Tennessee.

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

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

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

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

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 3.

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

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

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

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

Wireline Pet. ¶ 2: Sprint Communications Company L.P., a Delaware limited partnership, is a competitive local exchange carrier under the 1996 Act and is authorized by the Authority to provide telecommunications service in Tennessee. Sprint CLEC is a "telecommunications carrier" under the 1996 Act and its principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

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

Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3: AT&T Tennessee and [**Sprint PCS / Sprint CLEC**] are currently parties to an ICA that was initially approved on September 9, 2002, by the Authority in Docket No. 02-00836, and, by mutual agreement, was amended from time to time. The amendments were filed with and approved by the Authority. That ICA was subsequently extended by an amendment filed with the Authority in Docket No. 07-00132 and approved by Order dated January 25, 2008, and its term expired on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence, the second sentence and that portion of the third sentence in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3 leading up to and including the phrase "in Docket No. 07-00132." Sprint further affirmatively states that the ICA referred to in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3 is the same ICA referred to throughout this *Joint Response* as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expires on March 19, 2010, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3.

Wireless Pet. ¶ 7: AT&T Tennessee and Nextel South are currently parties to an ICA that was adopted by Nextel South, pursuant to Authority Order dated July 17, 2008 in Docket No. 07-00161. The ICA's term expires on March 19, 2010. Pursuant to the terms of the ICA,

however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

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

Wireless Pet. ¶ 8: AT&T Tennessee and Nextel Partners are currently parties to an ICA that was adopted by Nextel Partners, pursuant to the Authority's Order dated July 17, 2008 in Docket No. 07-00162. The ICA's term expires on March 19, 2010. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

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

Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4: In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, **[Sprint CMRS / Sprint CLEC]** sent AT&T Tennessee a written request for negotiation of a new interconnection agreement on August 13, 2009. **[Sprint CMRS / Sprint[20]]** requested that the current interconnection agreement between **[AT&T / AT&T Tennessee]** and **[Sprint CMRS / Sprint[21]]** in Tennessee be used as the starting point for negotiations. A copy of the letter is attached hereto as Exhibit A.

Sprint Joint Response: Sprint admits that on August 13, 2009, in anticipation of the expiration of most recent multi-year term of the Sprint ICA, and pursuant to the terms of the Sprint ICA, Sprint sent AT&T a letter that, among other things, expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel South Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with ... AT&T ... using the parties' pre-existing Tennessee interconnection agreement ("Tennessee ICA") as the starting point for such negotiations.
>
> Sprint is agreeable to a 3-year extension of the existing Tennessee ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Tennessee ICA that reflects any and all changes that AT&T seeks to the Tennessee ICA. Sprint recognizes that in the context of Tennessee ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the Tennessee ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Tennessee ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Tennessee ICA, Sprint can determine what, if any, proposed changes it may have to the Tennessee ICA and that point propose the scheduling of an initial negotiation call.

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

Sprint further admits that a copy of its August 13, 2009 letter is attached to each of AT&T's filed Petitions as Exhibit A, and denies the remaining allegations contained in Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4.

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

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

1. In response to Sprint's letter of August 13, 2009, Sprint received a letter from AT&T dated August 26, 2009. AT&T's letter recognized that Sprint had requested negotiations for a Subsequent Agreement using the parties' existing agreement as the starting point. AT&T further asserted that it had "begun the process of redlining AT&T's proposed changes into the current agreements and will provide those redlines to Sprint. AT&T will be providing separate redlines agreements to Sprint for Sprint's CLEC and CMRS entities to replace the current combined agreements."

2. Between September 11th and 17th, 2009 AT&T sent Sprint proposed redlines that attempted to convert the Sprint ICA into a separate Sprint CMRS ICA and Sprint CLEC ICA and also sent a proposed Commercial Transit Agreement directed at Sprint CLEC. AT&T's redlines not only attempted to eliminate the combined wireless/wireline nature of the existing Sprint ICA, but appeared to make wholesale incorporation of new language premised upon AT&T's post-merger 22-state generic wireless and generic wireline terms and conditions. Further, AT&T appears to have proceeded down this path without any regard for whether or not (a) any of its proposed redlines were *necessary* in light of pre-existing Sprint ICA language that the parties had operated under for more than ten (10) years without issue, or (b) AT&T's respective

redlines proposed different language for no apparent reason *as between its own redlines.*

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

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

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

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

7. On January 22, 2010, the parties reached an agreement that AT&T would be the filing party in the anticipated Kentucky arbitration and, as to Tennessee, whoever the filing party may ultimately be, the filing party in Tennessee would include all information in its filing that the non-filing party provided to the filing party after March 11, 2010. As of March 1, 2010, the parties also agreed that AT&T would be the petitioning party in each of the remaining states of Tennessee, North Carolina, Georgia, Florida, Alabama, Louisiana, Mississippi and South Carolina. However, the parties never reached an agreement regarding either the one contract vs. two contract issue, or a mutually acceptable way to present in a single DPL the multiple competing versions of AT&T's language juxtaposed with Sprint's single response to such inconsistencies.

8. Pursuant to the parties' January 22, 2010 agreement, on March 10, 2010, Sprint provided AT&T the Sprint materials to be included in the petition to be filed by AT&T. These materials represented the same materials Sprint had provided AT&T for its filing in Kentucky, and the parties agreed that such materials would be used as Sprint's pre-petition materials provided to AT&T for each of the remaining states. Sprint's pre-petition materials continued to include three preliminary issues that it had previously identified to AT&T, the second of which specifically addressed the one vs. two contract issue. Sprint never consented to the deletion of such issues from inclusion in any petition to

be filed by AT&T, nor did the parties ever discuss the filing of two separate arbitration petitions in any state.

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

B. JURISDICTION AND TIMING

Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6: Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, **[Sprint CMRS's / Sprint CLEC's]** request for negotiation was received October 12, 2009. Accordingly, the "arbitration window" closes on March 21, 2010, and this Petition is timely filed.

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

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

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7. Sprint further affirmatively states that Section 252(b)(4)(B) requires the parties to provide such information as may be necessary for the Authority to reach a decision on the unresolved issues, and Section 252(b)(5) makes clear that as part of their respective obligations

the parties are required to cooperate with the Authority and continue to negotiate in good faith. As further explained in greater detail throughout this *Joint Response*, AT&T's attempts to convert what should have been one negotiation and arbitration into two separate matters has directly contributed to the increased complexity of these proceedings. In light of the further action that will be necessary, it is reasonable to anticipate that the Authority may not be able to render a decision by July 12, 2010. Under such circumstances, a party's unreasonable refusal to extend an otherwise unachievable July 12, 2010, decision date may, in and of itself, constitute a failure to negotiate in good faith.

C. ISSUES FOR ARBITRATION

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

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

Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9: AT&T Tennessee submits herewith as Exhibit B the proposed interconnection agreement that reflects the parties' disagreements as they stand as of the date of this filing. Most of the language in Exhibit B is in normal font; the parties have

agreed on that language. Language that AT&T Tennessee proposes and **[Sprint CMRS / Sprint CLEC]** opposes is **bold and underlined**. Language that **[Sprint CMRS / Sprint CLEC]** proposes and AT&T Tennessee opposes is in ***bold italics***.

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

Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10: Also submitted herewith, as Exhibit C, is an issues matrix or Decision Point List ("DPL") that identifies the issues set forth for arbitration. The DPL assigns an Issue Number to each passage (or related passages) of disputed language, and, for each issue, identifies the issue presented and sets forth in short form AT&T Tennessee's

position on the issue and **[Sprint CMRS's / Sprint CLEC's]** position as AT&T Tennessee understands it.

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

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

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

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

IV.

AFFIRMATIVE DEFENSES

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

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

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

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

V.

CONCLUSION AND PRAYER FOR RELIEF

Sprint respectfully requests the Authority to:

a) Issue an Order that:

i) Consolidates Docket Nos. 10-00042 and 10-00043 for all purposes without delay;

ii) Requires the parties to further confer, create and file a Consolidated Joint DPL within forty-five (45) days of the issuance of an Order accepting the petitions for arbitration (or such further additional time as may be reasonably necessary and mutually requested by the parties), which Consolidated Joint DPL should include a side-by-side presentation of respectively proposed disputed contract language and positions, and affirmatively identifies those contract provisions that (a) either party contends should be different as between the Sprint entities based on the technology used by Sprint in providing its services, and (b) is neither in dispute or have otherwise been resolved;

iii) Directs the parties to continue good faith negotiations up to the consolidated arbitration hearing on the merits;

iv) Appoints a Pre-Arbitration Hearing Officer to prepare the consolidated arbitration for hearing by the Presiding Arbitration Panel; directs the Hearing Officer to set an immediate Status Conference to establish a procedural schedule; and

v) Directs the Hearing Officer to schedule another Status Conference within ten (10) days after the submission of the Consolidated Joint DPL to, among other things, resolve any outstanding pre-hearing issues and prepare the consolidated matter for a hearing on the merits.

b) Arbitrate the unresolved issue between Sprint and AT&T as described in herein within the timetable specified in the Act, or within a mutually acceptable alternative timetable;

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

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

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

Respectfully submitted this 12th day of April, 2010.

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SPRINT

EXHIBIT 1

Sprint Exhibit 1

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, Edited in Light of Further Negotiations Through 04-09-2010

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

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

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

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					29, 2010 Kentucky filed response to Sprint's Motion to Consolidate, AT&T acknowledged the need to resume negotiations with a view towards reducing the number of issues to be arbitrated, and such negotiations are in progress as of the filing of Sprint's Joint Response and Motion to Consolidate in these Tennessee proceedings.	
2.	When can AT&T require Sprint Affiliated entities to have different provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity? Although AT&T previously had this issue in both its 1-23-09 draft wireless DPL as then-Issue 12, and its draft Wireline DPL dated 12-04-09 as then-Issue 1 ("Is it permissible to have separate	Entire Agreement	Sprint language is generally presented as a combined ICA, but is capable of being segregated into two contracts with minor modification, if in fact two contracts are ultimately used. For example, the introductory paragraph: THIS INTERCONNECTION AGREEMENT is made by and between BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T" or "AT&T-9STATE") and ***[Sprint Communications Company Limited Partnership and Sprint Communications Company L.P. (collectively referred to as "Sprint CLEC"), a Delaware limited partnership***		Sprint does not generally oppose two separate contracts (i.e., one contract between the AT&T entities and the Sprint wireless entities and another contract between the AT&T entities and the Sprint wireline entity). However, absent Sprint's consent as the requesting carrier or FCC authorization, it is not appropriate for AT&T to impose different treatment on Sprint in two separate contracts based on the identity of/technology used by a given Sprint contracting entity. Absent Sprint consent or specific FCC authorization (e.g., differing rules for terminating usage compensation pursuant to 47 C.F.R. §§ 20.11, 51.701; limitations imposed on the use of Unbundled Network Elements pursuant to 47 C.F.R. § 51.309(b)), it is not appropriate for AT&T to impose technology-	

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

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

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

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

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

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			rights to Telecommunications Carriers; and **WHEREAS**. Sprint is a Telecommunications Carriers and has requested AT&T to negotiate an Agreement with Sprint for the provision of ***services*** pursuant to the Act and in conformance with ***AT&T's*** duties under the Act; and, **NOW THEREFORE**, in consideration of the terms and agreements contained herein, AT&T and Sprint mutually agree as follows: 1. ***Purpose and Scope.*** ***1.1*** This Agreement specifies the rights and obligations of the Parties with respect to the ***implementation of their respective duties under the Act***. ***1.2 Telecommunications or Information Service. This Agreement may be used by either Party to exchange Telecommunications Service or Information Service.*** ***1.3 Interconnected VoIP***			

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

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

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

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

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

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

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			under this Agreement for all services ordered by the Sprint Affiliate or Network Manager under this Agreement. ***1.5.3 Upon Sprint's providing AT&T9-State a ten-day (10) day written notice requesting an amendment to Exhibit A to add or delete a Sprint Affiliate or Network Manager, the parties shall cause an amendment to be made to this Agreement within no more than an additional thirty (30) days from the date of such notice to effect the requested additions or deletions to Exhibit A.***			
6.	What should be the provisions for the term (duration) of the agreement, and the provisions for termination and renegotiation of the Agreement? *See and cf.:* AT&T Wireless Issue 4; Wireline Issue 2a) and 2b).	GTC Part A, Section 2 (2)* *To the extent identifiable, parenthetical Section references are to either the corresponding or related language regarding same subject matter in	***2. - Termination for Non-Performance or Breach:*** ***Upon Commission approval, a Party ("Non-Defaulting Party") may terminate this Agreement to the extent authorized by the Commission, if the other Party ("Defaulting Party") either : a) fails to perform a material obligation or breaches a material term of this Agreement and fails to cure such nonperformance***		RESOLVED as to length of term (3 years with month-to-month provisions). Termination for Non-Performance still under review. Termination only in the event of mutual consent or as authorized by Commission. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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		AT&T's proposed wireline language.	***or breach within sixty (60) calendar days after written notice thereof; or, b) at any time during the term of this Agreement, AT&T-9STATE is unable to contact Sprint pursuant to the notices provision hereof or any other contact information provided by Sprint under this Agreement, and there are no active services being provisioned under this Agreement.***			
7.	When and where may it be appropriate to incorporate tariffs or other external materials by reference? *See and cf.:* AT&T Wireless Issue 3; Wireline Issue 3.	GT&C Part A, Section 3 through 3.2 (2a.1, 2a.2, 2a.3), 17.7 (18.7) under "Modification of Agreement".	**3. References:** References herein to Sections, Paragraphs, Attachments, Exhibits, Parts and Schedules shall be deemed to be references to Sections, Paragraphs, Attachments and Parts of, and Exhibits, Schedules to this Agreement, unless the context shall otherwise require.		Only AT&T's proposed subsection "References" is appropriate. It should be renumbered as Section 3 and not, however, otherwise include any portion of AT&T's heading or text of its proposed "Referenced Documents". It is inappropriate to include a general incorporation by reference provision that enables either party to alter material terms of Agreement via unilateral change to referenced material outside of agreement. If there are applicable matters outside the Agreement that warrant incorporation by reference then such matters should be specifically identified by ATT within the appropriate section(s) to which such matter may pertain. This language has	

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					not previously been necessary and Sprint does not agree there is a need for it now. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
8.	Sprint has requested clarification from AT&T: *See and cf.:* AT&T Wireless, can't find any issue regarding 8.8 BFR process issue even though language is disputed; and, is shown as disputed in Wireline Issue 7a and 7b.	GTC Part A, Section 3.3 (2a.4), 3.4 (2.a.5). See also 17.5 (18.5) under "Modification of Agreement", 3.5 (2a.6), 3.6 (un-numbered Section), 8.8 (7.8), 34 (37).	Sprint has included question/comment/ edit in redline as well as any minor edits in redline that may also further resolution. 3.4 and 17.5 - See Sprint Position statement.. Last sentence of 3.4 2nd paragraph that Sprint proposes to move to 17.5: The Parties negotiated the terms and conditions of this Agreement for Interconnection products and/or services as a total arrangement and it is intended to be non-severable. 3.5 – See Sprint Position statement. 3.6 **Non-Voluntary Provisions:** This Agreement incorporates certain rates, terms and		3.3 - Sprint accepted 1st sentence of 3.3. But, as to 2nd sentence, what "different" service Term lengths is ATT talking about? AT&T appears to have struck second sentence which resolves 3.3 (2a.4). Need confirmation. 3.4 and 17.5 - Sprint agreed with concept of both paragraphs of 3.4 and accepted the first paragraph. But, the 2nd paragraph is duplicative of section 17.5. The substantive distinctions between the two appear to be that the last sentence of 3.4 does not appear in 17.5, and 17.5 expressly refers to a party being able to invoke dispute resolution if negotiation of invalidated provisions is unsuccessful. Sprint proposes to strike the highlighted 2nd paragraph from 3.4, but move the last sentence of 2nd paragraph to become the last sentence in Section 17.5.	

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			conditions that were not voluntarily negotiated and/or agreed to by AT&T-9STATE, but instead resulted from determinations made in arbitrations under Section 252 of the Act or from other requirements of regulatory agencies or state law (individually and collectively "Non-Voluntary Arrangement(s)"). If any Non-Voluntary Arrangement is modified as a result of any order or finding by the FCC, the appropriate Commission or a court of competent jurisdiction, the Parties agree to follow the ***Modification of Agreement provisions of the Agreement to re-negotiate such affected provisions. Except to the extent otherwise required by law or regulatory action,*** the Parties acknowledge that the Non-Voluntary Arrangements contained in this Agreement shall not be available in any state other than the state that originally imposed/required such Non-Voluntary Arrangement. **8.8** Within thirty (30) days after receiving the firm Bona Fide Request quote from AT&T, Sprint will notify AT&T-9STATE in writing of its		AT&T appears to have accepted Sprint's proposal which resolves sec.3.4 (2a.5) & 17.5 (18.5) . Need confirmation. 3.5 - Sprint accepted 3.5. The title, however, is not related to the text; and, the text would appear to be consistent with the concepts contained in Section 34 Indivisibility. Sprint suggests deleting title of 3.5 and moving text to the Section 34 Indivisibility provision. 3.6 Sprint generally agrees with concept, and accepts a majority of it. However, there is a cross-reference to "Intervening Law" process that does not otherwise appear in document and should refer to the "Modification of Agreement" provisions; and, also need qualification to last sentence. AT&T appears to have accepted Sprint's proposal which resolves Sec 3.6 (2a.7.1). 8.8 Sprint seeks clarifying language at the end of 8.8 as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate	

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			acceptance or rejection of AT&T's proposal. If at any time an agreement cannot be reached as to the terms and conditions or price of the request, or if AT&T-9STATE responds that it cannot or will not offer the requested item in the Bona Fide Request and Sprint deems the item essential to its business operations, and deems AT&T's position to be inconsistent with the Act, FCC or Commission regulations and/or the requirements of this Agreement, the dispute may be resolved pursuant to the General Terms and Conditions of this Agreement, ***including the filing for Arbitration pursuant to the Act between the 135th and the 160th day after AT&T-9STATE receives Sprint's Bona Fide Request / New Business Request.*** Section 34 Indivisibility – added as a separate Issue by AT&T, therefore, Sprint has posed its question in that Issue.		ICAs are used.	
	AT&T Accepts Sprint's language.	Section 3.7 (2a.8, 2a.8.1)	**3.7 State-Specific Rates, Terms and Conditions:**		RESOLVED.	
9.	What should be	GT&C Part A			RESOLVED.	

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	the "Notice of Changes – Section 251(c)(5)" provisions? Although not reflected in DPL, AT&T appears to have accepted Sprint's proposal in section 29.8 (Wireline 29.5).	Section 4 (2a.10) and Section 27.5 (29.5)				
10.	What should be the "Responsibilities of the Parties" provisions? AT&T appears to have accepted Sprint language in Wireless Sec. 5, but continues to show it as disputed in Sec. 2a.11.1 of the Wireline.	GT&C Part A, Section 5 (2a.11).			RESOLVED.	
11.	What should be the "Insurance" provisions? *See and cf.:* AT&T Wireless Issue 4; Wireline Issue 4 AT&T	GT&C Part A; Section 6 (2b)	**6. Insurance** **6.1** At all times during the term of this Agreement, ***each Party*** shall keep and maintain in force at its own expense the following minimum insurance coverage and limits and any additional insurance and/or bonds required by Applicable		Sprint accepts the majority of AT&T insurance provisions as proposed in its wireless language. Even these provisions, however, need to be made mutual and require slight company specific edits as indicated in Sprint language (e.g. the need to recognize the availability of proof of insurance	

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

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	acknowledges Sprint's acceptance of majority of language in Wireline, but continues to show all language disputed in Wireless.		Law: **6.1.1** With respect to ***each Party's*** performance under this Agreement, and in addition to ***its*** obligation to indemnify, ***each Party*** shall at its sole cost and expense: **6.1.2** maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law: **6.1.3** at all times during the term of this Agreement and until completion of all work associated with this Agreement is completed, whichever is later; **6.1.4** with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement; **6.1.5** require each subcontractor who may perform work under this Agreement or enter upon the		via website rather than delivery of certificates of insurance. Sprint does not agree with AT&T's proposed, but otherwise unexplained different insurance provisions in wireless language. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work; and with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter: **6.1.6** procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, ***a Party*** may procure insurance from the state fund of the state where work is to be performed; and **6.1.7** ***upon request,*** deliver to ***or otherwise make available through web-access, to*** the ***requesting Party evidence*** of insurance stating the types of insurance and policy limits.			

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			A Party shall provide or will endeavor to have the issuing insurance company provide at least ***thirty*** (30) days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to ***the other Party. A Party*** shall ***also provide such requested evidence or web access***: **6.1.7.1** ***prior to*** commencement of any work ***that requires insurance; and,*** **6.1.7.3** for any coverage maintained on a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. **6.2 The Parties agree:** **6.2.1** the failure of ***a Party*** to demand ***evidence of or web access to such evidence of insurance,*** or failure of ***a Party*** to identify a deficiency will not be construed as a waiver of ***the other Party's*** obligation to maintain the insurance required under this Agreement; **6.2.2** that the insurance required under this Agreement does not represent that			

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

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			coverage and limits will necessarily be adequate to protect ***a Party***, nor be deemed as a limitation on ***a Party's*** liability to ***the other Party*** in this Agreement; **6.2.3** ***A Party may*** meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and **6.2.4** ***the insuring Party*** is responsible for any deductible or self-insured retention. **6.3 The insurance coverage required by this Section includes** **6.3.1** Workers' Compensation insurance with benefits afforded under the laws of any state in which the work is to be performed and Employers Liability insurance with limits of at least: **6.3.1.1** $500,000 for Bodily Injury – each accident; and **6.3.1.2** $500,000 for Bodily Injury by disease – policy limits; and **6.3.1.3** $500,000 for Bodily			

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			Injury by disease – each employee. **6.3.1.4** To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of ***the other Party***, its Affiliates, and their directors, officers and employees. **6.3.2** In the states where Workers' Compensation insurance is a monopolistic state-run system, ***a Party*** shall add Stop Gap Employers Liability with limits not less than $500,000 each accident or disease. **6.3.3** Commercial General Liability insurance written on Insurance Service Office (ISO) Form CG 00 01 ***[Sprint policy is not written on December 2004 version of this form]*** or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of at least: **6.3.3.1** $2,000,000 General Aggregate limit; and			

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			6.3.3.2 $1,000,000 each occurrence limit for all bodily injury or property damage incurred in any one (1) occurrence; and **6.3.3.3** $1,000,000 each occurrence limit for Personal Injury. **6.3.4** The Commercial General Liability insurance policy must include each Party, its Affiliates, and their directors, officers, and employees as Additional Insureds. ***Upon request, e***ach Party shall provide a copy ***of or web access to*** the Additional Insured endorsement to the other Party. The Additional Insured endorsement may either be specific to each Party or may be "blanket" or "automatic" addressing any person or entity as required by contract. ***Upon request, a*** copy of ***or web access to*** the Additional Insured endorsement must be provided within sixty (60) days of ***such request***; ***and*** include a waiver of subrogation in favor of each Party, its Affiliates, and their directors, officers and employees; and be primary and non-contributory with respect to any insurance or self-			

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			insurance that is maintained by each Party. **6.4** This Section is a general statement of insurance requirements and shall be in addition to any specific requirement of insurance referenced elsewhere in this Agreement or a referenced instrument.			
12.	What should be the "Ordering Procedures" provisions? *See and cf.:* AT&T Wireless Issue 5 and Wireline Issue 6.	GT&C Part A, Section 7.1 (4.1)			RESOLVED.	
13.	What should be the "Parity" provisions? AT&T appears to have accepted Sprint's language in Wireline section 5.1, but not exactly the same in wireless section 7.2. Does not appear to be substantively different.	GTC Part A, Section 7.2 (5)			RESOLVED.	
14.	What should be the "Law	GT&C Part A, Section 9 (8),			RESOLVED.	

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	Enforcement" provisions? AT&T doesn't show any dispute in either DPL. Although it completely accepted Sprint's language in the Wireless proposed contract it did not accept 8.5 in Wireline. Further, failed to delete duplicative section 24 in the wireless contract, which is the same thing as accepted wireless section 9.6.	22.3 (24.3)				
15.	What should be the "Liability and Indemnification" provisions? AT&T doesn't show any dispute, although it completely accepted Sprint's language in the Wireless, but reflects continued disputed	GT&C Part A, Original Sections 10 (9a) and 11 (9b)	**9. Liability and Indemnification** **9.1** Liabilities of ***ATT&T-9STATE***. Unless expressly stated otherwise in this Agreement, the liability of ***AT&T-9STATE*** to Sprint resulting from any and all causes shall not exceed the amounts owing Sprint under the agreement in total. **9.2** Liabilities of Sprint. Unless expressly stated		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard … interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to	

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	language in 9.3 and 9.5 of the Wireline.		otherwise in this Agreement, the liability of Sprint to ***AT&T-9STATE*** resulting from any and all causes shall not exceed the amounts owing ***AT&T-9STATE*** under the agreement in total. **9.3** Each Party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular state) or in any state where it does not file a local service tariff, in an appropriate contract with its customers that relates to the services provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss. **9.4** No Consequential Damages. Neither Sprint nor ***AT&T-9STATE*** shall be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost		justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&T's desires to require cookie-cutter terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable. Sprint does not accept AT&T's new separate Section 10 Limitation of Liability and Section 11 Indemnity - they are not consistent with original language, which did not limit actual damages in specified situations, including willful conduct/gross negligence/certain specific types of claims; and Sprint has re-inserted original Section 9 Liability and Indemnification provisions, with name clean-up edits. Further, AT&T's wireline language did not delete any of the original language and, therefore, ends up with not only duplicative, but internally conflicting provisions. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			revenues, lost savings, or lost profits suffered by such other parties (collectively, "Consequential Damages")), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation negligence of any kind whether active or passive, and regardless of whether the parties knew of the possibility that such damages could result. Each Party hereby releases the other Party and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents from any such claim for consequential damages. Nothing contained in this section shall limit ***AT&T-9STATE***'s or Sprint's liability to the other for actual damages resulting from (i) willful or intentional misconduct (including gross negligence); (ii) bodily injury, death or damage to tangible real or tangible personal property caused by ***AT&T-9STATE***'s or Sprint's negligent act or omission or that of their respective agents, subcontractors or employees, nor shall anything contained in this section limit the parties' indemnification obligations as			

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			specified herein. **9.5** Obligation to Indemnify and Defend. Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party ("a Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's			

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			actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from Sprint or Sprint's Customer's use of the ***s***ervice***s*** provided under this Agreement. **9.6** Defense; Notice; Cooperation. Whenever the Indemnitee knows or should have known of a claim arising for indemnification under this Section 9, it shall promptly notify the Indemnifying Party of the claim in writing within 30 calendar days and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against			

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			such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of			

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			such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.			
16.	What should be the "Treatment of Proprietary and Confidential Information" provisions? AT&T appears to	GT&C Part A, Section 13 (11)	.		RESOLVED.	

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	have accepted Sprint's language in Wireless 11 and Wireline 11, but no reference on DPLs.					
17.	What should be the "Publicity" provisions? AT&T appears to have accepted Sprint's language in Wireless 12 and Wireline 1, but not reflected on DPL.	GT&C Part A, Section 14 (12)			RESOLVED.	
18.	Sprint: What should be the "Assignment" provisions? AT&T has now separated "Assignment" and "Corporate Name Change" into separate sections, accepted Sprint Assignment language (with correct title in Wireline but wrong title in Wireless), but still seeks to impose its	GT&C Part A, Section 15 (13)	**15. Assignment** **15.1** ***A Party*** may not assign or transfer this Agreement nor any rights or obligations hereunder, whether by operation of law or otherwise, to a non-Affiliated Third Party without the prior written consent of ***the other Party***. Any attempted assignment or transfer that is not permitted is void ab initio. **15.2** ***A Party*** may assign or transfer this Agreement and all rights and obligations hereunder, whether by operation of law or otherwise, to an Affiliate by providing sixty (60) calendar days		In the case of longstanding general provision language between the Parties since 2001, absent a change in law, it is inappropriate to require language changes based on whether or not newly proposed AT&T language "from its current standard … interconnection agreement [is] appropriate"? AT&T's "standard" generic language is irrelevant. Where AT&T proposes changes to longstanding general provisions, it should bear the burden to justify any change based on proven necessity or Sprint's consent. Absent such necessity or Sprint consent, changes premised simply on AT&T's desires to require cookie-cutter	

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	"Corporate Name Change provisions". *See and cf.:* AT&T Wireless Issue 6 and Wireline Issue 8		advance written notice of such assignment or transfer to ***the other Party***; provided that such assignment or transfer is not inconsistent with Applicable Law (including the Affiliate's obligation to obtain and maintain proper Commission certification and approvals) or the terms and conditions of this Agreement. ***[struck 2nd sentence]***Any attempted assignment or transfer that is not permitted herein is void ab initio.		terms and conditions without regard to the Parties longstanding operation under established language is not just and reasonable. Sprint does not accept any of subsection 15.3 or 15.4 and, therefore, does not agree to the Section title change. Sprint can accept AT&T 15.1 language if it is made mutual and the term "non-affiliated" has the "affiliated" capitalized in order to tie it back into the defined term "Affiliate". Sprint can accept AT&T 15.2 language if it is made mutual and the second sentence is stricken. There is no basis for an assignment restriction premised upon whether or not an Affiliate already has an ICA with AT&T-9STATE. Regarding 15.3 and 15.4, there is no legitimate basis for AT&T to attempt to charge Sprint for AT&T internal record keeping issues, much less attempt to impose such charges on a unilateral basis. This appears to be veiled attempt to impose purported internal, yet undisclosed, record-keeping process changes that may even be associated with the Sprint – Nextel merger that occurred years ago. As demonstrated by BellSouth's own merger with AT&T, mergers and corporate	

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					changes occur, and internal record keeping changes are costs of doing business, rather than "costs" that may be shifted by one party to the other party that may experience a corporate name or company code change, and multiplying such "costs" by imposing them on an individual "BAN" and/or circuit ID level. AT&T's further, wireline-specific provisions, 13.8 and 13.9 should be struck. If ATT is seeks to change any of the original language, then the revised language should be equally applicable to all parties - that is why 13.1 should be made mutual. If ATT seeks to assign to a non-affiliate third-party (under any scenario) and obtain a release of its obligations under this Agreement, then such assignment should be subject to negotiation of Sprint consent pursuant to 13.1, resulting in no continuing reason for separate 13.8 or 13.9. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
19.	What should be the "Resolution	GT&C Part A, Section 16			RESOLVED.	

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	of Disputes" provisions? *See and cf:* Wireless and Wireline Sec. 14.1 & 14.2. AT&T appears to accept Sprint's language at 14.1 & 14.2 but does not reflect it on either DPL. At AT&T Wireline Issue 9, AT&T inserts 14a.1 through 14a.7 in the Wireline DPL which Sprint disputes in it's entirety but AT&T still shows some language as accepted in it proposed Wireline contract.	(14; new AT&T wireline-specific 14a.1 – 14a.7)				
20.	Sprint: What should be the "Taxes" provisions? *See and cf:* Wireless proposed contract which appears to accept Sprint's language now at Sec. 15, although	GT&C Part A, Section 17 (15)	**17 Taxes** **17.1** Except as otherwise provided in this Section, with respect to any purchase of products or services under this Agreement, if any Tax is required or permitted by Applicable Law to be billed to and/or collected from the purchasing Party by the providing Party, then: (i) the providing Party shall have the		Sprint accepted AT&T proposed wireless language renumbering and edits of original Section 15 Taxes, except for text of 17.6. Regarding subsection 17.6, Sprint' considers this to be an erroneous, overbroad and clearly inapplicable Texas provision. Further, Sprint does not accept the various unnecessary and unexplained differences contained in AT&T's proposed wireline language (e.g. its 15.2	

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	it continues to show it in bold and no DPL issue; and Wireline Issue 10 which fails to reflect all of AT&T's disputed proposed language as contained in its proposed contract. .		right to bill the purchasing Party for such Tax; (ii) the purchasing Party shall pay such Tax to the providing Party; and (iii) the providing Party shall pay or remit such Tax to the respective Governmental Authority. Whenever possible, Taxes shall be billed as a separate item on the invoice; provided, however, that failure to include Taxes on an invoice or to state a Tax separately shall not impair the obligation of the purchasing Party to pay any Tax. Nothing shall prevent the providing Party from paying any Tax to the appropriate Governmental Authority prior to the time: (i) it bills the purchasing Party for such Tax, or (ii) it collects the Tax from the purchasing Party. If the providing Party fails to bill the purchasing Party for a Tax at the time of billing the products or services to which the Tax relates, then as between the providing Party and the purchasing Party, the providing Party shall be liable for any penalties or interest thereon. However, if the purchasing Party fails to pay any Tax properly billed by the providing Party, then, as between the providing Party		and 15.3). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			and the purchasing Party, the purchasing Party shall be solely responsible for payment of the Tax and any penalties or interest thereon. Subject to the provisions of this Section governing contests of disputed Taxes, the purchasing Party shall be liable for and the providing Party may collect from the purchasing Party any Tax, including any interest or penalties for which the purchasing Party would be liable under this subsection, which is assessed or collected by the respective Governmental Authority; provided, however, that the providing Party notifies the purchasing Party of such assessment or collection within the earlier of (i) sixty (60) calendar days following the running of the applicable statute of limitations period for assessment or collection of such Tax, including extensions, or (ii) six (6) years following the purchasing Party's payment for the products or services to which such Tax relates. **17.2** To the extent a purchase of products or services under this Agreement is claimed by the			

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			purchasing Party to be exempt from a Tax, the purchasing Party shall furnish to the providing Party an exemption certificate in the form prescribed by the providing Party and any other information or documentation required by Applicable Law or the respective Governmental Authority. Prior to receiving such exemption certificate and any such other required information or documentation, the providing Party shall have the right to bill, and the purchasing Party shall pay, Tax on any products or services furnished hereunder as if no exemption were available, subject to the right of the purchasing Party to pursue a Claim for credit or refund of any such Tax pursuant to the provisions of this Section and the remedies available under Applicable Law. If it is the position of the purchasing Party that Applicable Law exempts or excludes a purchase of products or services under this Agreement from a Tax, or that the Tax otherwise does not apply to such a purchase, but Applicable Law does not also provide a specific procedure for claiming such exemption or exclusion or for			

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			the purchaser to contest the application of the Tax directly with the respective Governmental Authority prior to payment, then the providing Party may in its discretion agree not to bill and/or not to require payment of such Tax by the purchasing Party, provided that the purchasing Party (i) furnishes the providing Party with any exemption certificate requested by and in the form prescribed by the providing Party, (ii) furnishes the providing Party with a letter signed by an officer of the purchasing Party setting forth the basis of the purchasing Party's position under Applicable Law; and (iii) furnishes the providing Party with an indemnification agreement, reasonably acceptable to the providing Party, which holds the providing Party harmless from any Tax, interest, penalties, loss, cost or expenses (including attorney fees) that may be incurred by the providing Party in connection with any Claim asserted or actions taken by the respective Governmental Authority to assess or collect such Tax from the providing Party.			

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			17.3 To the extent permitted by and pursuant to Applicable Law, and subject to the provisions of this Section above, the purchasing Party shall have the right to contest with the respective Governmental Authority, or if necessary under Applicable Law to have the providing Party contest (in either case at the purchasing Party's expense) any Tax that the purchasing Party asserts is not applicable, from which it claims an exemption or exclusion, or which it claims to have paid in error; provided, however, that (i) the purchasing Party shall ensure that no lien is attached to any asset of the providing Party as a result of any contest of a disputed Tax; (ii) with respect to any Tax that could be assessed against or collected from the providing Party by the respective Governmental Authority, the providing Party shall retain the right to determine the manner of contesting such disputed Tax, including but not limited to a decision that the disputed Tax will be contested by pursuing a Claim for credit or refund; (iii) except to the extent that the providing Party has			

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			agreed pursuant to this Section above not to bill and/or not to require payment of such Tax by the purchasing Party pending the outcome of such contest, the purchasing Party pays any such Tax previously billed by the providing Party and continues paying such Tax as billed by the providing Party pending the outcome of such contest. In the event that a disputed Tax is to be contested by pursuing a Claim for credit or refund, if requested in writing by the purchasing Party, the providing Party shall facilitate such contest (i) by assigning to the purchasing Party its right to claim a credit or refund, if such an assignment is permitted under Applicable Law; or (ii) if an assignment is not permitted, by filing and pursuing the Claim on behalf of the purchasing Party but at the purchasing Party's expense. Except as otherwise expressly provided in this Section above, nothing in this Agreement shall be construed to impair, limit, restrict or otherwise affect the right of the providing Party to contest a Tax that could be assessed against or collected from it by the respective Governmental Authority. With			

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			respect to any contest of a disputed Tax resulting in a refund, credit or other recovery, as between the purchasing Party and the providing Party, the purchasing Party shall be entitled to the amount that it previously paid, plus any applicable interest allowed on the recovery that is attributable to such amount, and the providing Party shall be entitled to all other amounts. **17.4** If either Party is audited by or on behalf of a Governmental Authority with respect to a Tax, and in any contest of a Tax by either Party, the other Party shall cooperate fully and timely by providing records, testimony and such additional information or assistance as may reasonably be necessary to expeditiously resolve the audit or pursue the contest. **17.5** All notices, affidavits, exemption certificates or other communications required or permitted to be given by either Party to the other under this Section above shall be sent in accordance with Section above hereof.			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
21.	What should be the "Force Majeure" provisions? *See and cf.:* AT&T appears to have accepted Sprint's Force Majeure language in Wireless and Wireline Sec. 16, but does not reflect that on the DPLs.	GT&C Part A, second Section 15 (16)			RESOLVED.	
	AT&T Accepted Sprint's Language "Adoption of Agreements"	GT&C Part A, Section 16 (17)			RESOLVED.	
22.	What should be the "Modification of Agreement" provisions? *See and cf.:* Wireless Issue 7 and Wireline Issue 11 – AT&T DPLs and proposed contracts do not accurately depict as between such documents or the	GT&C Part A, second Section 17 (18)	17.7 Nothing in this Agreement shall preclude Sprint from purchasing any services or ***F***acilities under any applicable and effective AT&T-9STATE tariff ***or subsequent service offering that results from detariffing/deregulation (collectively "tariffs/service offerings") to implement rights or obligations under this Agreement***. Each party hereby incorporates by reference those provisions of		RESOLVED as to "Modification of Agreement". Remaining Section 17.7 language addresses concepts raised in AT&T new section 3.2 and will be moved and considered within Issue 7, Section 3. References provision. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	parties as to what is disputed / accepted.		its tariffs/***service offerings*** that govern the provision of any of the services or ***F***acilities provided hereunder. ***References to tariffs throughout this Agreement shall be to the currently effective tariff/service offering for the state or jurisdiction in which the services were provisioned.*** In the event of a conflict between a provision of this Agreement and a provision of an applicable tariff/***service offering***, the Parties agree to negotiate in good faith to attempt to reconcile and resolve such conflict. If any provisions of this Agreement and an applicable tariff/***service offering*** cannot be reasonably construed or interpreted to avoid conflict, and the Parties cannot resolve such conflict through negotiation, such conflict shall be resolved as follows: **17.7.1** Unless otherwise provided herein, if the service or ***F***acility is ordered from the tariff/***service offering***, the terms and conditions of the tariff/***service offering*** shall prevail. **17.7.2** If the service is ordered ***to implement rights***			

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

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

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

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	proposed Wireless contract and only the first sentence of Sprint's proposed language in the Wireline contract. But, does not show it as disputed in either proposed contact the language it has not accepted.					
24.	What should be the "Audit" provisions? *See and cf:* Wireless and Wireline Sec. 14.1 & 14.2. AT&T appears to accept Sprint's language at 14.1 & 14.2 but does not reflect it on either DPL.	GT&Cs part A; Section 20 (21), and the same provisions were included by AT&T in Attachment 7 Billing, Section 4			RESOLVED.	
	"Remedies"	GT&C Part A, Section 21 (22)	**21. Remedies**		RESOLVED.	
25.	What should be the "Network Security" provisions? *See and cf:* Wireless Sec. 23 and Wireline	GTC Part A, Section 24			RESOLVED.	

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

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	Sec. 24 AT&T appears to accept Sprint's language but does not reflect it on either DPL.					
	"Relationship of Parties" and "No Third Party Beneficiaries"	GT&C Part A, Section 23 & 24 (25 & 26)			RESOLVED.	
26.	What should be the "Survival" provision? *See and cf:* Wireless and Wireline Sec. 27. AT&T appears to accept Sprint's language but does not reflect it on either DPL.	GT&C Part A, Section 25 (27)			RESOLVED.	
27.	What should be the "Responsibility for Environmental Hazards"" provisions? *See and cf.:* AT&T does not show this as an issue on either of its DPLs. AT&T appears to accept Sprint proposed language in	GT&C Part A, Section 26 (28)			RESOLVED.	

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

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	wireless section 28 even though it is depicted in "bold"; and, appears to show section 28.1 through 28.8 as "accepted" when they are not, and then shows sections 28.9 through 28.11 (which is language accepted in the wireless) as disputed.					
28.	Sprint: What should be the "Notices" provisions? *See and cf.:* AT&T Wireless Issue 8 and Wireline Issue 12, and corresponding proposed contract sections 29. AT&T does not consistently include and accurately depict all of Sprint proposed language as between AT&T's	Sprint: GT&C Part A, Section 27			RESOLVED.	

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

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	DPLs and proposed contracts, nor is AT&T consistent in its own positions as to what it "accepts" of the Sprint proposed language that it does depict in both places (see e.g. wireless 29.3 and Wireline 29.2a.1).					
	"Rule of Construction"; "Headings of No Force or Effect"; "Multiple Counterparts".	GT&C Part A, Section 28, 29, 30 (30, 31, 32)			RESOLVED.	
29.	Sprint What "Implementation of Agreement" provisions are appropriate? *See and cf.:* AT&T Wireless Issue 9 and Wireline Issue 13, and corresponding	Sprint: GT&C Part A, Section 31 (33)			RESOLVED.	

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

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	proposed contract sections 33. AT&T inconsistently shows disputed language in wireless DPL as to section 33.1 as compared to its proposed contract, and takes inconsistent positions on what it accepts in 33.2 as between its two DPLs and proposed contracts.					
30.	What "Indivisibility" provisions are appropriate? *See and cf.:* AT&T Wireless Issue 10 and Wireline Issue 14. The parties may be in agreement on this, as Sprint was asking for clarification as to language originally proposed by AT&T which	Sprint: GT&C Part A, Section 34 (36)			RESOLVED.	

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

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

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

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	wireline-specific "Affiliates" provision is appropriate? AT&T appears to have accepted Sprint's position but does not include it in the DPL.	AT&T new, wireline-only Section 2a.9.1. "Affiliates".				
	2. What, if any, wireline-specific "Fraud" provision is appropriate? *See and cf.:* AT&T Wireline Issue 5 and its proposed contract Sec. 3a. AT&T depicts Sprint's language as "accepted" in the DPL but does not carry that over to the AT&T proposed contract.	GT&C Part A, AT&T new, wireline-only Section 3a "End User Fraud".	**Fraud.** **The Parties agree to reasonably cooperate with one another to investigate, minimize, and take corrective action in cases of suspected fraud. Any fraud minimization procedure implemented by a Party are to be cost-effective and implemented in a manner so as not to unduly burden or harm either Party.**		The Parties have not needed a fraud provision in the past, nor has there been any demonstrated need for such a provision now. Further, among other things, ATT language contains inappropriately overbroad disclaimer of liability assertion that is contrary to Section 9 limitation of liability provisions, undefined terms (e.g. "ABT"), imposition of obligations regarding obtaining end-user consents, and disclosure of end-user information that may simply be unenforceable. Without waiving its position, Sprint can agree to a general fraud co-operation provision as reflected, which is modification of AT&T section 3a.2 language. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	3. White Pages	GT&C Part A,			RESOLVED.	

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

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	Listings *See and cf.:* AT&T Wireline proposed contract Sec. 6. which appears to accept Sprint's position, but does not reflect it in the DPL.	wireline-only Section 6.				
	4. Is there any need for a new, duplicative, wireline-specific exclusion of Intellectual Property disputes from the general Resolution of Disputes process? *See and cf.:* AT&T Wireless and Wireline Sec. 10. AT&T appears to accept Sprint's position but does not reflect it in either DPL.	GT&C Part A, wireline-only Section 10.1.1	***None.* Not appropriate in wireless or wireline.**		Sprint is not aware of any dispute between the parties regarding the continued use of original Section 10 "Intellectual Property Rights and Indemnification". However, in its proposed wireline-language, AT&T inserted a new non-redlined subsection 10.1.1 to state "Dispute Resolution. Any claim arising under Section 10.1 shall be excluded from the dispute resolution procedures set forth in Section 14 and shall be brought in a court of competent jurisdiction." This language is unnecessary and duplicative in light of original section 10.6, which serves the same purpose. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	5. Is a "Referral Announcement" provision necessary?	GT&C Part A, wireline-only Section 13.7			RESOLVED.	

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

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	See and cf.: AT&T Wireless and Wireline proposed contracts. AT&T appears to accept Sprint's position but does not depict it in either DPL; and, continues to reflect an unnecessary "Referral Announcement" definition in its Wireline definitions.					
	6. Should there be a different wireline "Waivers" provision? *See and cf.:* AT&T Wireless and Wireline Sec. 9. AT&T appears to accept Sprint's position but does not depict it in either DPL.	GT&C Part A, wireline Section 19 (compare wireless 18)			RESOLVED.	
	7. Is a "Disclaimer of Representations and Warranties" necessary?	GT&C Part A, wireline Section 21a	None.		[Need to confirm that parties agreed to delete]	

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

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	See and cf.: AT&T Wireless and Wireline proposed contracts. AT&T appears to accept Sprint's position but does not depict it in either DPL					
	8. "Branding" *See and cf.:* AT&T Wireline proposed contract Sec. 23. which appears to accept Sprint's position, but does not reflect that in the DPL.	GT&C Part A, wireline-specific Section 23			RESOLVED.	
	9. "Revenue Protection" *See and cf.:* AT&T Wireline proposed contract Sec. 24.2. which appears to accept Sprint's position, but does not reflect that in the DPL.	GT&C Part A, wireline-specific Section 24			RESOLVED.	
	10. Should the "Filing of the Agreement" provision include	GT&C Part A, wireline-specific Section 34.			RESOLVED.	

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

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	filing with the FCC? *See and cf.:* AT&T appears to have accepted Sprint's position in Wireless & Wireline Sec. 34, but does not reflect it in the DPL.					
	11. Does the "Entire Agreement" language need to be modified? *See and cf.:* AT&T appears to have accepted Sprint's position in Wireless Sec. 35 & Wireline Sec. 36, but does not reflect it in the DPL.	GT&C Part A, wireline-specific Section 36.			RESOLVED.	
	12. Is the laundry list of AT&T boilerplate wireline proposed Sections 38 through 48.5 necessary? *See and cf.:* AT&T Wireline DPL issues 15	GT&C Part A, wireline Sections 38 through 48.5			RESOLVED.	

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

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	through 22, as to which AT&T did not include Sprint's entire position statement.					
	General Terms & Conditions Part B					
32.	What individual "Definitions" are appropriate?	GTC Part B, and as used throughout Agreement				
			"911 Service"		RESOLVED.	
			"Access Customer Name and Address (ACNA)"		RESOLVED.	
			"Access Service Request (ASR)".		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Access Tandem" means a LEC switching system that provides a concentration and distribution function for originating and/or terminating traffic between a LEC End Office network and *the switching systems operated by carriers other than the LEC that operates the LEC End Office network.***		Sprint agrees to include a definition, but AT&T's definition is overly restrictive and inaccurate in its limited application to switching between a LEC End Office and "IXC Pops", therefore, replaced same with Sprint language at end of definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Accessible Letter(s)"		RESOLVED.	

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

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			"Act" means the Communications Act of 1934, as amended.		Sprint's definition is the definition of "Act" as stated in 47 C.F.R. § 51.5. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Affiliate" ***has the*** **mean*ing*** ***as d*****efined** ***at 47 U.S.C. § 153(1).***		RESOLVED.	
			"Ancillary Services". **"Ancillary Services Connection"**		RESOLVED.	
			"Answer Supervision"		RESOLVED.	
			"Applicable Law"		RESOLVED.	
			Sprint does not agree to include either of the term "As Defined in the Act" or "As Described in the Act".		RESOLVED.	
	Why is there inconsistent usage of the term "AT&T-9 State" in TN as between the wireless (not used at all) and wireline (only refers to TN), and the use of the term in KY in both wireless and wireline (where it includes all 9		**"AT&T Inc." (AT&T)** **"AT&T-9 STATE"**		RESOLVED.	

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

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	states)?					
			Sprint does not consider either term "Audited Party" or "Auditing Party" to be necessary.		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPLs and contracts. AT&T wireline appears to not want to use the term at all, whereas AT&T wireless definition is unduly restrictive.		**"Authorized Services" means those services which *a Party* may lawfully provide pursuant to Applicable Law. This Agreement is solely for the exchange of Authorized Services traffic between the Parties' *respective networks as provided herein.***		This is a key term used throughout the Agreement which needs to be mutually and generically applicable, allowing either Party to provide whatever services it may lawfully provide pursuant to Applicable Law; and, it is inappropriate to impose restrictions that are not otherwise imposed by Applicable Law. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Automatic Location Identification/Date Management System (ALI/DMS)"		RESOLVED.	
			"Automatic Number Identification (ANI)"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Bill Due Date" means thirty (30) calendar days from the invoice date if the invoice is received by the Billed Party within five (5) days of the invoice date. For invoices not received within five (5) days of the**		**Resolution of the GTC Part A Audit and Attachment 7 Billing provisions will determine to what extent, if any, these terms may need to be used or modified.**	

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

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			invoice date, the Bill Due Date is the last day of the next billing cycle following actual receipt of the invoice.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Billed Party" **"Billing Party"**		RESOLVED.	
			"Bona Fide Request (BFR)"		RESOLVED.	
			"Building"		RESOLVED.	
			"Business Day"		RESOLVED.	
			"CABS"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Carrier Identification Codes (CIC)" *means a*** code assigned by the North American Numbering Plan administrator to identify ***specific Interexchange Carriers.*** This code is primarily used for billing and routing ***purposes.***		CICs are specifically assigned to wireline IXC service providers, rather than AT&T's broader language that would include any "entity that purchase access services". This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
	This term appears in the		**"Cash Deposit" means a cash security deposit**		**Resolution of the GTC Part A Audit and Attachment 7**	

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	AT&T Wireline DPL but does not appear in its proposed GTC glossary contract language. It does not appear at all in Wireless DPL or proposed contract.		***made by one Party* in U.S. dollars *that is* held by *the other Party*.**		**Billing provisions will determine to what extent, if any, these terms may need to be used or modified. Deposits have never been necessary as between the parties and there is no legitimate reason to require them now.** Further, AT&T apparently fails to recognize that if deposits were required, the elimination of Bill and Keep for to terminating usage results in a two-way exchange of dollars, therefore, leading to the exchange of mutual deposits that would simply cancel out one another. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Cell Site"		RESOLVED.	
			Sprint does not consider the term "Central Automatic Message Accounting (CAMA) Trunk" to be necessary.		RESOLVED.	
				"Central Office"	RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact		**"Central Office Switch" means/refers to the switching entity within a Central Office building in the PSTN. The term "Central Office" refers to**		Sprint's edits are for clarity, to make clear that there are additional types of switches that constitute a Central Office Switch as that concept may be used in the Agreement.	

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

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

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			building in which an End Office Switch resides, but both terms are used interchangeably. A PBX is not an End Office Switch, nor an End Office. **"Tandem Office Switch"** or **"Tandem Switch"** means/refers to a switch that has been designed for special functions that an End Office Switch does not or cannot perform. A Tandem Office Switch provides a common switch point whereby other switches, both Tandem Office Switches, End Office Switches, ***MSCs or IXC switching systems*** may exchange calls between each other when a direct Trunk Group is unavailable. The term "Tandem Office" and "Tandem" are used to refer to the building in which the Tandem Office Switch resides, but are also used interchangeably to refer to the switch within the building. ***"Mobile Switch Center (MSC)" means/refers to an essential switching element in a wireless network which performs the switching for routing***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			of calls between and among its subscribers and subscribers in other wireless or landline networks. The MSC is used to interconnect trunk circuits between and among other Tandem Switches, End Office Switches, IXC switching systems, aggregation points, points of termination, or points of presence, and also coordinates inter-cell and inter-system hand-offs. The term "Mobile Switch Center" and "MSC" are used to refer to the building in which the wireless switch resides, but are also used interchangeably to refer to the switch within the building.			
			"CENTREX"		RESOLVED.	
			"Charge Number"		RESOLVED.	
			"Claim(s)" means any pending or threatened claim, action, proceeding or suit.		RESOLVED.	
			"CLASS FEATURES".		RESOLVED.	

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

Sprint Exhibit 1

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, Edited in Light of Further Negotiations Through 04-09-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			"Collocation or Collocation Space"		RESOLVED.	
			"Commercial Mobile Radio Service(s) (CMRS)"		RESOLVED.	
			"Commission"		RESOLVED.	
			"Common Channel Signaling (CCS)"		RESOLVED.	
			"Common Language Location Identifier (CLLI)"		RESOLVED.	
			"Competitive Local Exchange Carrier (CLEC)"		RESOLVED.	
			"Completed Call"		RESOLVED.	
			"Conduit"		RESOLVED.	
			"Confidential and/or Proprietary Information"		RESOLVED.	
			"Consequential Damages"		RESOLVED.	
			"Conversation MOU"		RESOLVED.	
			"Calling Party Number (CPN)"		RESOLVED.	
			"Daily Usage File"		RESOLVED.	
			"Day"		RESOLVED.	
			"Dedicated Transport".		RESOLVED.	

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			"Defaulting Party"		RESOLVED.	
			"Delaying Event"		RESOLVED.	
			"Digital Subscriber Line (DSL)"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Directory Assistance Database"** refers to a collection of subscriber records used by AT&T-9STATE in its provision of live or automated operator-assisted directory assistance including but not limited to 411, 555-1212, NPA 555-1212		Subject to further Review. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Directory Assistance Service"** provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching		Subject to further Review. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		**"DEOT"** **"Digital Signal Level"** **"Digital Signal Level 0 (DS-0)"** **"Digital Signal Level 1 (DS-1)"** **"Digital Signal Level 3 (DS-3)"** **"Disconnect Supervision"**		RESOLVED.	

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

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

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	same issue.				This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Electronic File Transfer"		RESOLVED.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"End User(s)" means a Third Party subscriber *of Authorized* Services provided *in whole* or *in part* by any of the Parties, including a "roaming" user of *the Sprint wireless* network. As used herein, the term "End User(s)" does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.**		Sprint agrees to include as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
			"Enhanced 911 Service (E911)"		RESOLVED.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		"**Environmental Hazard**" means (i) the presence of petroleum vapors or other gases in hazardous concentrations in a manhole or other confined space, or conditions reasonably likely to give rise to such concentrations, (ii) asbestos containing materials, or (iii) any potential hazard that would not be obvious to an individual entering the work location or detectable using		Need to verify this is consistent with GTC – Part A provision. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			work practices standard in the industry.			
	See and cf: AT&T DPLs where definition is proposed and remains disputed in Wireline but does not appear at all in Wireless. Sprint's position is that language should be identical.		"**Exchange Message Interface (EMI)**" is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.		Original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless appears to accept Sprint language but does not appear in DPL; and, Wireline DPL/ contract continues to show dispute.		**"Exchange Access Service" has the meaning as defined at 47 U.S.C. § 153(16).**		This is an appropriate category of Authorized Services that may traverse Interconnection Facility. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Facility" or "Facilities" means the elements, including but not limited to wire, line, cable, associated hardware and software that is used by a Party to provide Authorized Services.**		This is an appropriate, encompassing definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted		**"FCC"** means the Federal Communications Commission		Sprint accepted AT&T definition. This/these provision(s) should be	

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 proposed language but it is not reflected in the DPL.				substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Fraud Monitoring System" means an off-line administration system that monitors suspected occurrences of ABT-related fraud.**		Not apparent this definition is necessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		**"Governmental Authority" means any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.**		Sprint accepts AT&T definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should		"**Hazardous Materials**" means (i) any material or substance that is defined or classified as a hazardous substance, hazardous waste, hazardous material, hazardous chemical, pollutant, or contaminant under any federal, state, or local environmental statute,		Need to verify this is consistent with GTC – Part A provision. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	be identical.		rule, regulation, ordinance or other Applicable Law dealing with the protection of human health or the environment, (ii) petroleum, oil, gasoline, natural gas, fuel oil, motor oil, waste oil, diesel fuel, jet fuel, and other petroleum hydrocarbons, or (iii) asbestos and asbestos containing material in any form, and (iv) any soil, groundwater, air, or other media contaminated with any of the materials or substances described above.			
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that language should be identical.		**"Incumbent Local Exchange Carrier (ILEC)" *has the meaning as* defined *at 47 C.F.R. § 51.5.***		Sprint agrees to include as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Information Services" has the meaning as defined at 47 U.S.C. § 153(20) and 47 C.F.R. § 51.5.**		Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in the		**"Intellectual Property"** means copyrights, patents, ***service mark,*** trademarks, ***trade dress,*** trade secrets,		Sprint agrees to include following as defined term, subject to proposed edits as indicated	

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	Wireline proposed contract language but not the Wireless, or either DPL. Sprint's position is that, if determined to be necessary, language should be identical.		mask works and all other intellectual property rights ***now known or later developed***.		Sprint edits based upon language from original ICA GTC-Part A Section 9.5 (iii). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Interconnected VoIP Service" has the meaning as defined at 47 C.F.R. § 9.3.**		Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Interconnection or *Interconnected*" *has the* mean*ing as* d**efined ***at 47 C.F.R. §§ 20.3 and 51.5.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Interconnection Facilities"* means those Facilities that are used to deliver Authorized Services traffic between a given Sprint Central Office Switch, or such Sprint Central Office Switch's point of presence in an**		Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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			MTA or LATA, as applicable, and *either a)* a POI on the AT&T network to which such Sprint Central Office Switch is Interconnected *or, b) in the case of Sprint-originated Transit Services Traffic, the POI at which AT&T hands off Sprint originated traffic to a Third Party that is indirectly interconnected with the Sprint Central Office Switch via AT&T.*			
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Interconnection Service(s)" means Interconnection, Collocation, functions, Facilities, products and/or services offered under this Agreement.** **"Interexchange Carrier (IXC)" means a carrier (other than a CMRS provider or a LEC) that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.**		Sprint accepts these definitions. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	AT&T appears to have deleted this in both the Wireless and Wireline DPLs.		**"InterLATA" has the meaning as defined at 47 U.S.C. § 153(21)**		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether	

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					a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline contracts each contain "IntraMTA Traffic" and "InterMTA Traffic" as disputed terms; but only the wireless DPL contains the terms as issues (i.e. cannot find reflected in wireline DPL).		**"IntraMTA Traffic" means *Telecommunications* traffic to or from *Sprint's wireless network* that originates on the network of one Party in one MTA and terminate *on the network of the other Party* in the same MTA (as determined by the geographic location of the *POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).*** **"InterMTA Traffic" means *Telecommunications* traffic to or from *Sprint's wireless* network that originates *on the network of one Party* in one MTA and terminate *on the network of the other Party* in another MTA (as determined by the geographic location of the *POI between the Parties and the location of the End Office Switch serving the AT&T-9STATE End User).***		Sprint edits are consistent with First Report and Order – and need to include a parallel intraMTA defintion. Alternatively, can consider/discuss using location of cell tower at the beginning of the call for the location of the wireless party to the call. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which		**"ISP-Bound Traffic" means *Information Services* traffic, in accordance with the FCC's *Order on Remand and Report and***		Sprint does not consider the following ISP definition to be accurate. As used in this Order, the "I" stands for "Information" not "Internet" – the FCC	

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	will reflect exact same issue.		***Order*, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Reciprocal Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("ISP *Remand Order*"), *as modified by the FCC's subsequent Order entered in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, WC Docket No. 03-171 (rel. October 18, 2004).***		concluding that information and enhanced services are similar to thereby call them both "ISP" for the purpose of the Order in the last sentence of cited paragraph 341; and, Sprint has included the accurate definition for Information Services above. With the use of the appropriate Information Services definition above, and the ISP-Bound Traffic definition below, an ISP definition is unnecessary. Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			**"JIP"**	Sprint does not agree with AT&T proposed use of JIP, and the term is otherwise unnecessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**"Local Access and Transport Area (LATA)" has the meaning as defined at 47 U.S.C. § 153(25) and 47 C.F.R. § 51.5.**	**"LATA"**	Sprint agrees to include the following term, subject to the proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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	Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		Signaling (CCS) networks. It contains records associated with end user line numbers and special billing numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. LIDB queries include functions such as screening billed numbers that provides the ability to accept collect or third number billing calls and validation of telephone line number based non-proprietary calling cards.		ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Local Exchange Carrier (LEC)" has the meaning as defined at 153(26) and 47 C.F.R. § 51.5.**		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		**"Local Exchange Routing Guide (LERG)" means the Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing information as well as Network element and**		Sprint accepted AT&T definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			equipment designations.			
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language, and the treatment of the term "Interconnection" should be identical.		**"Local Interconnection"** is as described in the Telecommunications Act of 1996 and refers to the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.		This is an unnecessary, duplicative term in light of the prior, appropriate definition of Interconnection. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Local Number Portability (LNP)"** means Interim Number Portability (INP) or Permanent Number Portability (PNP) (long term database method for number portability) as defined in 47 C.F.R. 52.21 – 52.33.		Sprint language is original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.			**"Local Only Trunk Groups"**		
	See and cf: AT&T DPLs where definition			**"Local Traffic"**		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language.					
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Location Routing Number (LRN)"** *means the ten (10) digit number that is assigned to network* Central Office *switching elements for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.*		Sprint can accept with the indicated edit. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Local Service Request (LSR)"** means ***an industry standard*** form used ***by the Parties*** to add, establish, change or disconnect services.		Sprint language is the first sentence of the original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Loss" or "Losses"*** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys'		**Subject to resolution of GTC Part A Liability and Indemnification provisions.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			fees).			
	See and cf: AT&T Wireless and Wireline DPL (not included in wireline DPL) and contracts (included in both contracts as disputed) which will reflect exact same issue.		**"Mobile Switch Center (MSC)"** – see Central Office Switch definition		Sprint prefers broader definition of MSC, as well as including such definition in the general Central Office/switch definitions as previously indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"*Major Trading Area*" ("MTA") *has the* mean*ing* as defined in 47 C.F.R. § 24.202(a).**		Sprint agrees to include the following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.			**"Meet-Point Billing (MPB)"**		

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Message Distribution"** is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.		Not apparent this definition will be necessary. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T wireless contract appears to accept Sprint language, but not reflect it on DPL, whereas AT&T wireline contract and DPL still shows language in dispute.			**"Multiple Exchange Carrier Access Billing (MECAB)"**		
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but only AT&T's Wireline DPL depicts any reference to the term.		**"Network Element" has the meaning as defined in 47 U.S.C. § 153(29).**		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	This appears to be a brand new term that is only found in normal font of the AT&T Wireline contract, and is not in either AT&T DPL. Sprint's position is that it is not apparent whether this is necessary language. If determined to be necessary, language should be identical for both Wireline and Wireless.			**"Network Interface Device (NID)"**		
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.			**"Non-Intercompany Settlement System (NICS)"**		
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Non-Paying Party"*** *means the Party that has not made payment by the Bill Due Date of all amounts within the bill rendered by the Billing Party*		**Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.** This/these provision(s) should be	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
					substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"North American Numbering Plan (NANP)"** means the ***basic*** numbering ***scheme for telecommunications networks located in various countries, including the United States*** in which every station in the NANP Area is identified by a unique ten (10)-digit address consisting of a three (3)-digit NPA code, a three (3)-digit central office code of the form NXX, and a four (4)-digit line number of the form XXXX.		Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R § 52.5(c) This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Numbering Plan Area (NPA)"** also called area code means the ***first*** three (3) digit***s (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. § 52.7(a). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Number Portability"** ***has the meaning as defined at 47 C.F.R. § 52.21(l)(n).***		CAN CONSIDER RESOLVED: Sprint has confirmed the reference should be to 51.51(n) rather than (l).	

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

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"NXX" or "Central Office Code"** means the ***second*** three (3) digit***s (NXX) of a ten-digit telephone number in the form NXX-NXX-XXX, where N represents any one of the numbers 2 through 9 and X represents any one of the numbers 0 through 9.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. 52.7(c). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that, if determined to be necessary, language should be identical.		**"Operator Services"** provides (1) operator handling for call completion (e.g. collect calls); (2) operator or automated assistance for billing after the subscriber has dialed the called number (e.g. credit card calls); and (3) special services (e.g. BLV/BLVI, Emergency Agency Call).		**Not apparent this definition will be necessary.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"OBF"** ***means the*** Ordering and Billing Forum ***which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).***		Sprint language is original ICA definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**"Offer Services"**.		Where is term used, and what is the intended purpose for including it? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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	Sprint anticipated this term would be necessary. AT&T includes in wireless, but not in wireline contract language, and does not appear on either DPL.		**"Operations Support Systems (OSS)" means the suite of functions which permits Sprint to interface to AT&T-9STATE for pre-ordering, ordering, provisioning, maintenance/ repair and billing.**		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue. AT&T depicts this term in both its Wireless and Wireline proposed contract language, but only includes it within its Wireless DPL.		**This is not an appropriate term.**	**"Originating Landline to CMRS Switched Access Traffic" "Originating Landline to CMRS Switched Access Traffic" means InterLATA traffic delivered directly from AT&T-9 STATE's originating network to Sprint's network that, at the beginning of the call: (a) originates on AT&T-9 STATE's network in one MTA; and, (b) is delivered to the mobile unit of Sprint's End User or the mobile unit of a Third Party connected to a Cell Site located in another MTA. AT&T-9 STATE shall charge and Sprint shall pay AT&T-9 STATE the Originating Landline to CMRS Switched Access Traffic rates in Pricing Schedule.**	**AT&T is attempting to impose switched access upon Sprint for AT&T originated wireless traffic, for which Sprint as a terminating carrier is entitled to be paid.**	

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

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	See and cf: AT&T Wireless and Wireline contracts each contain as disputed term, but only shows up in ATT wireless DPL.		**"Paging Traffic" means traffic to *Sprint's* network that results in the sending of a paging message over a paging or narrowband PCS frequency licensed to *Sprint*.**		**Sprint agrees to include following as defined term, subject to proposed edits as indicated. However, why is the second sentence below included in the first place – what is AT&T talking about re "frequency licensed to AT&T-9 STATE?"** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline contract each contain the term, but not reflected on DPL.		**"Party" means either *Sprint* or the AT&T-owned ILEC; use of the term "Party" includes each of the AT&T-owned ILEC(s) that is a Party to this Agreement. "Parties" means both *Sprint* and the AT&T-owned ILEC.**		**The following "Party" and "Parties" definition is duplicative of the 2nd second in introductory paragraph of GTC Part A, and should either delete there or delete it here, but no need to have it in both places.**	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Past Due" means when a Billed Party fails to remit payment for any *undisputed* charges by the Bill Due Date, or if payment for any portion of the *undisputed* charges is received from the Billed Party after the Bill Due Date, or if payment for any portion of the *undisputed***		**Subject to resolution of Attachment 7 Billing to what extent, the term may be used or must be further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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			charges is received in funds which are not immediately available to the Billing Party as of the Bill Due Date (individually and collectively means Past Due).			
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPL.		**"Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable Law, an unincorporated organization or any Governmental Authority.**		Sprint accepted AT&T definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Interconnection Point" or "Point of Interconnection (POI)"*** means the ***Technically Feasible*** physical ***point***(s) ***requested by Sprint*** at which ***an interconnection Facility joins*** the Parties' networks for the purpose of establishing Interconnection ***between the Parties, or a Party and a Third-Party.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"*Permanent* Number *Portability (PNP)*" means a long term method of providing LNP using LRN consistent with *Applicable Law.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Sprint Exhibit 1

Sprint Communications Company L.P., Sprint Spectrum L. P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners ("Sprint")
Sprint Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, Edited in Light of Further Negotiations Through 04-09-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	See and cf: AT&T Wireless DPL and proposed contract language does not include this term. Sprint's position is that it should be in both Wireless and Wireline.		**"Physical Collocation"** means the right of Sprint to occupy that certain area designated by AT&T-9STATE within a AT&T-9STATE Premises, of a size which is specified by Sprint and agreed to by AT&T-9STATE which agreement should not be unreasonably withheld. Types of Physical Collocation include Shared, Caged, Cageless, and Adjacent.		Sprint tentatively ok. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Public Switched Network* or *Public Switched Telephone Network (PSTN)"*** means or refers to ***any common carrier switched network, whether by wire or radio, including LECs, IXCs, and wireless carriers that use the NANP in connection with the provision of switched services.***		Sprint agrees to include following as defined term, subject to proposed edits as indicated See 47 C.F.R. 20.5. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"*Public Safety Answering Point (PSAP)*"** is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.		Sprint reinserted original ICA definition.	

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

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	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			**"Rate Center," "Rating Point,"** and **"Routing Point"**	**Rate Centers, Rating Points and Routing Points do not have the same significance to each Party, nor are the Parties required to have the same Rate Centers, Rating or Routing Points, therefore, Sprint sees no reason to include such definitions.**	
	See and cf: AT&T DPLs where definition is proposed in Wireline but not Wireless. Sprint's position is that it is not necessary language. Sprint can't find it actually used outside the definitions in AT&T's proposed Wireline language.		**"Referral Announcement" means the process by which calls are routed to an announcement that states the new telephone number of an End User.**		**Sprint does not believe such a provision is necessary at all. To the extent it is included it should be limited to "as may be required by Applicable Law".** This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used, and may be designated in each contract as only applicable to wireline; or, only included in the wireline.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Remittance Information"** means the information that must specify the Billing Account Numbers (BANs) paid; invoices paid and the amount to be applied to each BAN and invoice.		**Subject to resolution of Attachment 7 Billing to what extent, the following term may be used or must be further modified.** This/these provision(s) should be substantively the same whether a single ICA or two separate	

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

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					ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Selective Router" means/refers to the Central Office that provides the tandem switching of *911* calls. It controls delivery of the voice call with ANI to the PSAP and provides Selective Routing, Speed Calling, Selective Transfer, Fixed Transfer and certain maintenance functions for each PSAP. Also known as *the 911* Selective Routing Tandem.**		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue. Appears in AT&T Wireline documents but not wireless.		**"Service Start Date"** means the date on which services were first supplied under this Agreement.		Where is/are the following definition(s) used in the wireless provisions? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: This term does not appear in either of AT&T DPLs. Sprint's position is that it is not necessary language.			**"Service Switching Point (SSP)"**	SSP is already referred to in Common Channel Signaling definition; is there really any purpose in having it in here twice, this can be deleted on same basis that AT&T deleted separate STP and SCP definitions?	

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

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					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.			**"Serving Wire Center(SWC),"**	Appropriate Facilities and Interconnection Facilities definitions render following term, "Serving Wire Center," unnecessary This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Shared Facility Factor"** means the factor used to appropriately allocate the cost of 2-way Interconnection Facilities based on proportionate use of the Facility between AT&T-9 STATE and ***Sprint***		Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		**"Signaling System 7 (SS7)"** means or refers to a signaling protocol used by the CCS Network that employs data circuits to carry packetized information about each call between switches within the PSTN.		Sprint accepts AT&T definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to		**"SMR"** ("Specialized Mobile Radio") ***has the*** mean***ing*** as		Where is/are the following definition(s) used in the wireless	

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

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	agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		de***fined in 47 C.F.R. §§ 20.9 and part 90***		provisions? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used, and may be designated in each contract as only applicable to wireless; or, only included in the wireless.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		**"SPNP"** ("Service Provider Number Portability") means synonymous with Permanent Number Portability "PNP"		Sprint accepts AT&T definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this as stand alone term, but does not confirm such deletion in either the Wireless or Wireline DPLs. Further, in the wireless, AT&T added reference to all 22 states back into its "Commission" definition.		**"State Abbreviations"** means the following "AL" means Alabama "FL" means Florida "GA" means Georgia "KY" means Kentucky "LA" means Louisiana "MS" means Mississippi "NC" means North Carolina "SC" means South Carolina "TN" means Tennessee		Where is/are the following definition(s) used in the wireless provisions? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf:		**"Subsidiary"** is an entity in		Not necessary.	

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

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

Sprint Exhibit 1

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Sprint Issues-Language-Position Statements Provided to AT&T as of 02-02-2010, Edited in Light of Further Negotiations Through 04-09-2010

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Sprint Third Party Provider" has the meaning as defined in the General Terms and Conditions – Part A, Section 1 Purpose and Scope, Subsection 1.4 Sprint Wholesale Services provisions.***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		"**Tax**" or "**Taxes**" means any and all federal, state, or local sales, use, excise, gross receipts, transfer, transaction or similar taxes or tax-like fees of whatever nature and however designated including any charges or other payments, contractual or otherwise, for the use of streets or right-of-way, whether designated as franchise fees or otherwise, and further including any legally permissible surcharge of or with respect to any of the foregoing, which are imposed or sought to be imposed on or with respect to, or measured by the charges or payments for, any products or services purchased under this Agreement.		Subject to review. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed		***"Technically Feasible"** has the meaning as defined in 47 C.F.R. § 51.5.*		Sprint proposed definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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	contract language but not reflected in the DPLs.					
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Telcordia"** means Telcordia Technologies, Inc.		Sprint accepts AT&T definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Telecommunications"** ***has the*** mean***ing as d***efined in ***47 U.S.C. § 153(43).***		Sprint agrees to include following as defined term, subject to proposed edits as indicated . This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**"Telecommunications Act of 1996"** means Public Law 104-104 of the United States Congress, effective February 8, 1996.		Sprint agrees to include following as defined term, subject to proposed edits as indicated. "Act" is already the first defined term above, and means the entire Communications Act of 1934, and therefore, should not be used again to refer solely to the '96 Telecom Act.	

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					This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Telecommunications Carrier"** ***has the*** mean***ing*** as ***d***efined in ***47 U.S.C. § 153(44).***		Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		**"Telecommunications Service"** ***has the*** mean***ing*** as ***d***efined at ***47 U.S.C. § 153(46).***		Sprint agrees to include following as defined term, subject to proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless contract appears to have accepted this term, but still shown in disputed in wireline		***"Telephone Exchange Service"*** *has the meaning as defined at 47 U.S.C. § 153(47).*		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	contract, and not shown on either DPL.					
	See and cf: AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.		***"Telephone Toll Service"** has the meaning as defined at 47 U.S.C. § 153(48).*		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T shows this as a disputed term in both Wireless and Wireline contracts, but only in the Wireless DPL.			**"Terminating Inter-MTA Traffic" means traffic that, at the beginning of the call: (a) originates on CMRS Provider's network; (b) is sent from the mobile unit of CMRS Provider's End User or the mobile unit of a Third Party connected to a Cell Site located in one MTA and (c) terminates on the AT&T-9 STATE's network in another MTA. This traffic must be terminated to AT&T-9 STATE as FGD terminating switched access per AT&T-9 STATE's Federal and/or State Access Service tariff.**	Pursuant to 47 C.F.R. § 20.11, the principles of terminating mutual compensation for reasonable compensation is applied as between CMRS Providers and LECs, and, federal law does not authorize any restriction regarding what category of traffic (interMTA / intraMTA/ Information Service / Interconnected VoIP) can be exchanged between a CMRS Provider and LEC over Interconnection Facilities. **Therefore, there is no basis to include either this term, "Terminating InterMTA Traffic," which a) seeks to avoid AT&T obligation to pay for interMTA traffic that originates on its network and is terminated by Sprint, and b) seeks to impose artificial**	

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					restriction on nature of traffic that can be exchanged over the Interconnection Facilities. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Termination"** has the meaning as defined at 47 C.F.R. § 51.701(d).*		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed language but it is not reflected in the DPLs.		**"Third Party"** means any Person other than a Party		Sprint accepts AT&T definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Third Party Traffic"** means traffic carried by ***a Party*** acting as a ***Transit Service provide*** that is originated and terminated by and between ***a Third Party and the other Party to this Agreement***		Sprint agrees to include following as defined term, subject to proposed edits as indicated. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in		**"Toll Free Service"** means service provided with a dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free		Where is/are the following definition(s) used in the wireless provisions? This/these provision(s) should be substantively the same whether	

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	either the Wireless or Wireline DPLs		Service 8YY NPA SAC Codes.		a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transit Service" means the indirect interconnection services provided by one Party (the Transiting Party) to this Agreement for the exchange of Authorized Services traffic between the other Party to this Agreement and a Third Party.***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transit Service Traffic" is Authorized Services traffic that originates on one Telecommunications Carrier's network, "transits" the network Facilities of one or more other Telecommunications Carrier's network(s) substantially unchanged, and terminates to yet another Telecommunications Carrier's network.***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		***"Transport" has the meaning as defined at 47 C.F.R. § 51.701(c).***		Sprint proposed definition This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless		**"Trunk(s)" or "Trunk Group(s)"** means the switch		Sprint agrees to include following as defined term, subject to	

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	and Wireline DPL and contracts which will reflect exact same issue.		port interface(s) used and the communications path created to connect ***Sprint***'s network with AT&T-9 STATE's network for the purpose of exchanging Authorized Services ***traffic***.		proposed edits as indicated This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**"Trunk-Side"** means the Central Office Switch connect ion that is capable of, and has been programmed to treat the circuit as connecting to another switching entity (for example another Central Office Switch). Trunk-Side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of a switching entity to an End User's ordinary customer premises equipment (e.g., landline or mobile telephone station handsets).		Where is/are the following definition(s) used in the wireless provisions? This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T Wireless and Wireline DPL and contracts which will reflect exact same issue.		**"Unpaid Charges"** means any ***undisputed*** charges billed to the Non-Paying Party that the Non-Paying Party did not render full payment to the Billing Party by the Bill Due Date.		Subject to resolution of Attachment 7 Billing to what extent, the following term(s) may be used or must be further modified This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	See and cf: AT&T DPLs and contracts. Sprint's position is that it is not necessary language.		This is a newly proposed term that does not appear to be necessary.	**"Wire Center" means a building or space within a building that serves as an aggregation point on a given Telecommunications Carrier's network, where transmission facilites are connected and traffic is switched. AT&T 9-STATE's Wire Center can also denote a building in which one or more Central Office Switches, used for the provision of Exchange Services and Switched Access Services are located.**		
	See and cf: AT&T appears to have deleted its prior use of the term "wireless Local Traffic", but had not affirmatively confirmed such deletion in its DPLs. It is not apparent whether AT&T does, or does not , continue to contend that traffic must be "handed off directly" to be subject to reciprocal compensation.	GT&C Part B			This concept of "handed off directly" is wrong because a) the FCC no longer uses term "Local" with respect to Section 251(b)(5) traffic exchanged between wireless carriers and an ILEC; b) traffic should be defined/categorized for compensation treatment as terminating intraMTA (for which reciprocal compensation is due), terminating interMTA (for which reasonable compensation is due), terminating ISP-Bound (for which .0007 may be due), Information Service and terminating Interconnected VoIP (for which no compensation methodology has been established by FCC and, therefore, is bill and keep); c) while the old language "handed	AT&T previously contended that traffic that is not directly exchanged between the parties, specifically Interexchange carrier (IXC) traffic, is not subject to reciprocal compensation and "handed off directly" clarifies that point.

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					off directly to Sprint PCS in the same LATA" was inconsequential when the Parties exchanged traffic on a bill and keep basis, if AT&T now insists on the Parties charging each other, such language is contrary to federal law and represents AT&T attempt to avoid its responsibility to pay for all terminating traffic that originates on AT&T network but, on a retail basis, is dialed as 1+; and, d) retail dialing patterns do not govern carrier-to-carrier compensation. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Definitions are not included in AT&T materials. Sprint's position is that, if determined to be necessary, language should be identical as to wireless and wireline.		****"Advanced Intelligent Network (AIN)"** is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling instructions in order to enable carriers to offer advanced features and services. *****"Intercompany Settlements**		***Original definitions that AT&T proposes to delete but Sprint has not yet determined may still be necessary depending upon further review or ultimate resolution of substantive provisions within the body of the entire Agreement* This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			(ICS)" is the revenue associated with charges billed by a company other than the company in whose service area such charges were incurred. ICS on a national level includes third number and credit card calls and is administered by Telcordia (formerly BellCore)'s Calling Card and Third Number Settlement System (CATS). Included is traffic that originates in one Regional Bell Operating Company's (RBOC) territory and bills in another RBOC's territory.			
	Attachment 1 Resale					
33.	Should Attachment 1 be deleted from the Agreement?	Attachments 1			Tentative agreement to delete Attachment 1 as to both Sprint wireless and wireline entities.	
	Attachment 2 Network Elements and Other Services					
34.	Should Attachment 2 be deleted from the Agreement?	Attachments 2	See Sprint proposed Attachment 2 redlines.		Tentative agreement to delete Attachment 2 as to Sprint wireless entities. Updated response: Sprint provided AT&T redlines regarding Sprint wireline, to which an AT&T January 20, 2010 response included agreement to some Sprint-proposed changes, disagreement with other Sprint-proposed changes, and then a failure to adequately respond to yet other Sprint-proposed	

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					changes or questions. For example, AT&T suggests that Sprint disagrees with AT&T's proposed Section 7.7 language, when in fact Sprint simply requested clarification of the meaning of AT&T's proposed language. In another example, AT&T proposed language for Section 7.1 and then apparently disagreed with its own proposal and attributes the disagreed language to Sprint. Sprint believes the majority of Attachment 2 "issues" can still be resolved, or in the absence of resolution, better defined for resolution through further discussion and submission of a Consolidated Joint DPL.	
	Attachment 3 Network Interconnection					
1.	Should the introductory title and paragraph be consistent with the Scope and Purpose language contained in GTC Part A? *See and cf;* AT&T Wireless DPL does not show this issue at all, but its	Introductory title and paragraph.	**Network Interconnection *and the Exchange of Authorized Services Traffic*** The Parties shall provide ***I***nterconnection with each other's networks for the transmission and routing of ***Authorized Services Traffic*** on the following terms:		Yes. Using appropriate terms, the introductory title and paragraph should appropriately describe the overall scope of Interconnection between the Parties. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	proposed contract language shows it as disputed; and it is appropriately included as an issue in AT&T Wireline DPL for Attachment 3, Issue 2. **[NOTE: AT&T'S KY WIRELINE DPL ATTACHMENT 3 ISSUES ARE MISLABELED AT TOP OF DPL AS BEING PART OF "ATTACHMENT 2"; THIS WAS CORRECTED IN TN]**					
2.	Should all definitions be located in GTC Part B; and, which Attachment 3 Definitions should be retained and/or modified? *See and cf;* AT&T's Wireless	Section 1. Definitions			Yes. There is no reason to have multiple locations for Definitions. The final version of all ultimately retained Definitions should be moved to the GTC Part B Definitions. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	and Wireline DPLs, neither of which include this issue.					
	See and cf; AT&T Wireless DPL Issue 1 and proposed language which appears to leave this term in Attachment 3, but AT&T's Wireline materials appear to agree to move this term our of Attachment 3.	1.	**"Dedicated Transport"** ***means*** transmission ***F***acilities, including all ***T***echnically ***F***easible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, ***to the extent such Facilities are dedicated*** to a particular customer or carrier, ***for the exchange of traffic between designated points.***		Sprint's definition is accurate and specific. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or Wireline DPLs.	2.	**Sprint does not consider the terms "Interoffice Channel Dedicated Transport", "Local Channel" to be necessary.**		The use of the more generally applicable terms Facility(ties) and Interconnection Facilities, there is no need for individual items that are subsumed within the broader terms/concepts. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this, but does not confirm such deletion in either the Wireless or	3.	**"Dark Fiber Transport" and "Shared Transport"**		Sprint agrees with deletion of these terms (for the same reasons the terms identified above should likewise be struck, i.e., Interoffice Channel Dedicated Transport" and "Local Channel").	

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	Wireline DPLs.					
	See and cf; AT&T Wireless Attachment 3 Issue 2, but cannot find where AT&T includes or address it in its Wireline materials.	4.	***"Fiber Meet" is a form of Meet Point I***nterconnection ***A***rrangement whereby the Parties physically ***I***nterconnect their networks via an optical fiber interface. ***"Meet Point" means a POI between two networks, designated by two Telecommunications carriers, at which one carrier's responsibility for service begins and the other carrier's responsibility ends.*** ***"Meet Point Interconnection Arrangement" is an arrangement by which each Telecommunications carrier builds and maintains its network to a Meet Point.***		To complete Fiber Meet definition, also need "Meet Point" and "Meet Point Interconnection Arrangement" from 51.5. Sprint's definitions are accurate and specific. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	5.	An additional "ISP-Bound Traffic" definition that is different than what is in GTC Part B definitions is not necessary or appropriate.		There is already an "ISP-Bound Traffic" definition in GTC Part B (which also needs revision to correct its erroneous reference to ISP traffic as "telecommunications" traffic rather than "information services"). Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition. This/these provision(s) should be	

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					substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting this from Attachment 3, but does not confirm such deletion in either the Wireless or Wireline DPLs.	6.	Sprint does not agree with AT&T use or terminology of the terms "Local Traffic", "CLEC Local Traffic" or "Wireless Local Traffic" definitions.		Authorized Services traffic includes multiple traffic categories (Telephone Exchange Service traffic; Telephone Toll traffic; Exchange Access traffic; IntraMTA traffic; InterMTA traffic; Information Service traffic, Interconnected VoIP traffic; and, Transit traffic) and, where available, appropriate statutory terms should be used rather than generic labels such as the term "Local", which has been expressly rejected by the FCC. Further, compensation treatment should be addressed in substantive compensation provisions of Attachment 3, rather than within a definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either	7.	**Sprint does not consider the terms "Local Only Trunk Group" or "Serving Wire Center" to be necessary.**		Use of the generally applicable defined terms Facility(ties) and Interconnection Facilities, results in no need for individual items that are subsumed within the broader terms/concepts. Further, there is no requirement that traffic subject to reciprocal compensation be segregated to a "Local Only Trunk Group"; and, as to the	

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	the Wireless or Wireline DPLs.				unnecessary "Serving Wire Center" term, AT&T has proposed different definitions between GTC Part B and Attachment 3. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with moving these two terms to GTC Part B for consideration, but does not confirm such move in either the Wireless or Wireline DPLs.	8.	"Transit Services Traffic"		See Sprint GTC Part B definition for "Transit Service Traffic" This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: AT&T appears to agree with deleting these three terms, but does not confirm such deletion in either the Wireless or Wireline DPLs.		**Sprint does not consider the terms "Tandem Switching", "End Office Switching" or "Physical Point of Interconnection" to be necessary.**		The use of a stated Rate for each category of Authorized Services traffic renders the use of the terms "Tandem Switching", "End Office Switching" and "Physical Point of Interconnection" unnecessary. Further, AT&T's "Physical Point of Interconnection" definition is unnecessarily duplicative in light of the "Interconnection Point / Point of Interconnection" definition already in GTC Part B. And, again, compensation treatment should be addressed in substantive compensation	

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					provisions of Attachment 3, rather than within a definition. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
	See and cf: Sprint accepted AT&T proposed deletion of this term, but AT&T does not confirm such deletion in either the Wireless or Wireline DPLs.	9.	"Virtual Point of Interconnection"		Sprint agrees with deletion of this term.	
3.	Attachment 3, Section 2.1 falls within GTC Part A stated Issue 3 "Should defined terms not only be consistent with the law, but also consistently used throughout the entire Agreement?" and Issue 5 "How Should Scope and Purpose be described?" *See and cf;* AT&T Wireless	Attachment 3 Section 2.1 disputed in AT&T Wireless [how shown as accepted in AT&T Wireline]	2.1 AT&T 9-STATE shall provide ***I***nterconnection with AT&T 9-STATE's network at any ***T***echnically ***F***easible point within AT&T 9-STATE's network.		Sprint's language capitalizes the terms "Interconnection" and "Technically Feasible" (for which Sprint has added a defined term in GTC Part B), which should both be treated as defined terms. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	[redacted]					
4.	What provisions should be included regarding Methods of Interconnection? *See and cf;* AT&T Wireless Attachment 3 Issues 3 and 4 and Wireline Attachment 3 Issue 3.	Attachment 3 Section 2.2	***2.2 Methods of Interconnection Sprint may request, and AT&T will accept and provide, Interconnection using any one or more of the following Network Interconnection Methods (NIMs): (1) purchase of Interconnection Facilities by one Party from the other Party, or by one Party from a Third Party; (2) Physical Collocation Interconnection; (3) Virtual Collocation Interconnection; (4) Fiber Meet Interconnection; (5) other methods resulting from a Sprint request made pursuant to the Bona Fide Request/New Business Request process set forth in the General Terms and Conditions – Part A of this***		Sprints language identifies the various methods by which Sprint can obtain interconnection, without reference to additional concepts that are, and should be, addressed elsewhere in separately distinct provisions (e.g., locations where Interconnection can occur). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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			Agreement; and (6) any other methods as mutually agreed to by the Parties. In addition to the foregoing, when Interconnecting in its capacity as an FCC licensed wireless provider, Sprint may also purchase as a NIM under this Agreement Type 1, Type 2A and Type 2B Interconnection arrangements described in AT&T 9-STATE's General Subscriber Services Tariff, Section A35, which shall be provided by AT&T 9-STATEs at the rates, terms and conditions set forth in this Agreement.			
5.	Where is Sprint entitled to designate the Point of Interconnection (POI) and how many POIs may be required? *See and cf;* AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6.	Attachment 3 Section 2.3	***2.3 Point(s) of Interconnection. The Parties will establish reciprocal connectivity to at least one AT&T 9-STATE Access Tandem selected by Sprint within each LATA that Sprint desires to serve. Notwithstanding the foregoing, Sprint may elect to Interconnect at any additional Technically Feasible Point(s) of Interconnection on the AT&T network.***		Sprint does not agree with AT&T wireline language, Section 2.8, in which AT&T attempts to impose mutuality obligations upon Sprint that are inconsistent with Sprint's rights to select the number and locations of POIs as long as there is a minimum of one per LATA, and such location is at a Technically Feasible point. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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6.	What provisions should be included regarding continuation of pre-existing arrangements? *See and cf;* AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 4.	Attachment 3 Section 2.4	***2.4 Pre-existing Arrangements. Until otherwise requested by Sprint, AT&T 9-STATE shall continue to provide Interconnection through the existing Interconnection Facilities and Points of Interconnection established pursuant to the Interconnection agreement that is being replaced by this Agreement. AT&T 9-STATE shall provide such new Interconnection Facilities, Points of Interconnection and Interconnection arrangements as Sprint may request pursuant to this Agreement.***		This section addresses the reality that there are already physically existing Interconnection Facilities and Points of Interconnection in place, that will remain in place unless otherwise modified, as well as new arrangements that will occur after the execution of this Agreement. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
7.	What Interconnection Facilities / Trunking provisions should be included regarding which party selects whether Facilities will be 1-way or 2-way; and, any requirement for establishment of reciprocal trunk groups?	Attachment 3 Section 2.5	***2.5 Interconnection Facilities.*** ***2.5.1 Directionality and Conformance Standards. Interconnection Facilities will be established as two-way Facilities except a) where it is not Technically Feasible for AT&T 9-STATE to provide the requested Facilities as two-way Facilities, or b) where Sprint requests the use of one-way Facilities. Interconnection Facilities*** shall conform, at a minimum, to the telecommunications		As long as it is Technically Feasible, AT&T is required to provide 2-way trunking upon Sprint's request. 47 C.F.R. § 51.305(f). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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	See and cf; AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 6, 7, 17 is new AT&T language re OA and DA trunks] and 8.		industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (SS7) connectivity is required at each Interconnection Point after Sprint implements SS7 capability within its own network. ***AT&T 9-STATE*** will provide out-of-band signaling using Common Channel Signaling Access Capability where ***Technically Feasible, AT&T 9-STATE and Sprint Facilities'*** shall provide the necessary on-hook, off-hook ***A***nswer and ***D***isconnect Supervision and shall hand off calling party number ID when ***Technically Feasible.*** If a ***P***arty ***I***nterconnects via the purchase of ***F***acilities and/or services from the other ***P***arty, the appropriate tariff from which such services are purchased ***for use as Interconnection Facilities*** will apply***, subject to the rates, terms and conditions set forth in this Agreement.*** ***2.5.2 Trunk Groups. The Parties*** will establish trunk groups from the ***Interconnection Facilities*** such that each ***P***arty provides a reciprocal of each trunk			

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			group established by the other Party. Notwithstanding the foregoing, each Party may construct its network to achieve optimum cost effectiveness and network efficiency. Unless otherwise agreed, ***AT&T 9-STATE*** will provide or bear the cost of all trunk groups for the delivery of ***Authorized Services traffic from the POI at which the Parties Interconnect to the Sprint Central Office Switch, and Sprint*** will provide the delivery of ***Authorized Services traffic from the Sprint Central Office Switch to each POI at which the Parties Interconnect.***			
8.	How are Interconnection Facility Costs apportioned between the Parties? Should transit traffic that originates with a third party and terminates to Sprint be imputed to Sprint for purposes of allocating the	Attachment 3 Section 2.5.3	***2.5.3 Interconnection Facility Costs. The costs of Interconnection Facilities provided directly by one Party to the other, or by one of the Parties obtaining such Facilities from a Third Party, shall be shared between the Parties as follows:*** ***(a) Sprint wireless MSC Location. When a Sprint MSC and the POI to which is Interconnected are in the same MTA, the Sprint MSC***		47 C.F.R. § 51.703(b) prohibits AT&T from charging Sprint for traffic originated on AT&T's network; and, as the provider of Interconnection Facilities, AT&T is only authorized by 47 C.F.R. § 51.709(b) to charge Sprint "the proportion of that trunk capacity used [by Sprint] to send traffic that will terminate on [AT&T's network]." As to transited traffic, under the calling party network pays regime, an originating carrier is responsible for all of the cost associated with the delivery of its traffic to the terminating	

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	proportionate use of interconnection facilities? *See and cf;* AT&T Wireless Attachment 3 Issue 5 and Wireline Attachment 3 Issue 9		***location means the actual physical location of such MSC in that MTA. When a Sprint MSC is physically located in a different MTA than the POI to which it is Interconnected, the Sprint MSC location means such MSC's point of presence location designated in the LERG that is within the same MTA as the POI.*** ***(b) Sprint non-wireless Switch Location, When a Sprint non-wireless switch and the POI to which it is Interconnected are in the same LATA, the Sprint switch location means the actual physical location of such non-wireless switch in that LATA. When a Sprint non-wireless switch is physically located in a different LATA than the POI to which it is Interconnected, the Sprint non-wireless switch location means such CLEC switch's point of presence location designated in the LERG that is within the same LATA as the POI.*** ***(c) Two-way Interconnection Facilities. The recurring and non-recurring costs of two-way***		network. *Mountain Communications, Inc. v. FCC*, 355 F.3d 644 (D.C. 2004). The AT&T cited case involves a wireless 1-way paging carrier. The decision fails to acknowledge and address either 1) the *Mountain* D.C. Circuit decision that an "originating carrier should bear *all* transport costs" associated with the delivery of its traffic, or 2) the application of the express language contained in 51.709(b). This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			Interconnection Facilities between Sprint Central Office Switch locations and the POI(s) to which such switches are interconnected at AT&T 9-STATE Central Office Switches shall be shared based upon the Parties' respective proportionate use of such Facilities to deliver all Authorized Services traffic originated by its respective End-User or Third-Party customers to the terminating Party. Such proportionate use will, based upon mutually acceptable traffic studies, be periodically determined and identified as a state-wide "Proportionate Use Factor". ***(1) As of the Effective Date the Parties' Proportionate Use Factor is deemed to be 50% Sprint and 50% AT&T 9-STATE. Beginning six (6) months after the Effective Date, and thereafter not more frequently than every six (6) months, a Party may request re-calculation of a new Proportionate Use Factor to be prospectively applied,*** ***(2) Unless another process***		

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			is mutually agreed to by the Parties, on each Invoice rendered by a Party for two-way Interconnection Facilities, the Billing Party will apply the Proportionate Use Factor to reduce its charges by the Billing Party's proportionate use of such Facilities. The Billing Party will reflect such reduction on its invoice as a dollar credit reduction to the Interconnection Facilities charges to the Billed Party, and also identify such credit by circuit identification number(s) on a per DS-1 equivalents basis. ***(d) One-way Interconnection Facilities. When one-way Interconnection Facilities are utilized, each Party is responsible for the ordering and all costs of such Facilities used to deliver of Authorized Services traffic originated by its respective End User or Third Party customers to the terminating Party.*** ***(e) Transit Service Interconnection Facilities. The costs of Interconnection Facilities used to deliver Sprint-originated Authorized***			

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			Services traffic between a Point of Interconnection at an AT&T 9-State Switch and the POI at which AT&T hands off Sprint originated traffic to a Third Party who is indirectly interconnected with Sprint via AT&T, are recouped by AT&T as a component of AT&T's Transit Service per minute of use charge. AT&T shall not charge Sprint for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T to Sprint. ***(f) DEOT Interconnection Facilities. Subject to Sprint's sole discretion, Sprint may (1) order DEOT Interconnection Facilities as it deems necessary, and (2) to the extent mutually agreed by the Parties on a case by case basis, order DEOT Interconnection Facilities to accommodate reasonable requests by AT&T. A DEOT Interconnection Facility creates a Dedicated Transport communication path between a Sprint Switch Location and an AT&T End Office switch. If a DEOT is requested by Sprint, the POI for the***			

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			DEOT Interconnection Facility is at the AT&T 9-STATE End Office, with the costs of the entire Facility shared in the same manner as any other Interconnection Facility. If a DEOT is being established to accommodate a request by AT&T, absent the affirmative consent of Sprint to a different treatment, the Parties will only share the portion of the costs of such Facilities as if the POI were established at the AT&T Access Tandem that serves the AT&T End Office to which the DEOT is installed, and AT&T will be responsible for all further costs associated with the Facilities between the Access Tandem POI and the AT&T End Office.			
9.	What, if any, restrictions may be imposed on the type of Authorized Services traffic that can be exchanged over the Facilities?	Attachment 3, Section 2.5.4	***2.5.4 Use of Interconnection Facilities.*** ***(a) No Prohibitions. Nothing in this Agreement shall be construed to prohibit Sprint from using Interconnection Facilities to deliver any Authorized***		Combining Authorized Services traffic over the same trunks is efficient, economical, and there is no basis for AT&T to restrict the nature of Authorized Services traffic that Sprint may exchange over Interconnection Facilities. Notwithstanding AT&T's stated position that "[s]ince the	

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	See and cf; AT&T Wireless Attachment 3 Issue 6 and Wireline Attachment 3 Issue 10.		***Services traffic to or from any Third-Party.*** ***(b) Multi-Use/Multi-Jurisdiction Trunking. Generally, there will be trunk groups between a Sprint MSC and a POI, and between a Sprint CLEC switch and a POI. Nothing in this Agreement shall be construed to prohibit a Sprint wireless entity or Sprint CLEC from sending and receiving all of such entity's respective Authorized Services traffic over its own respective trunks on a combined trunk group. Further, provided the Sprint wireless entity or Sprint CLEC can demonstrate an ability to identify each other's respective Authorized Services traffic as originated by each other's respective switches, upon ninety (90) days notice, either the Sprint wireless entity or Sprint CLEC may also commence delivering each other's originating Authorized Services traffic to AT&T 9-STATE over such Sprint entity's combined trunk group.***		agreement is for local wireless traffic, InterMTA traffic should not be routed over local trunk groups", AT&T regularly sends wireline-originated interMTA traffic over Interconnection Facilities, as it is literally impossible for AT&T to avoid doing so. Thus, AT&T cannot even comply with its own stated position. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			(c) Jointly Provided Switched Access. When AT&T 9-STATE and Sprint jointly provide switched access services to an IXC regarding the delivery of Telephone Toll Service or Toll Free Service (e.g., originating 8YY services), each Party will provide its own access services to the IXC. The Party identified in the LERG as the Access Tandem provider for such calls will make available to the other Party appropriate billing records at no charge, and each Party will bill its own access services to the IXC. ***(d) Sprint as a Transit Provider. As of the Effective Date of this Agreement Sprint is not a provider of Transit Service to either AT&T 9-STATE or a Third Party. However, Sprint reserves the right to become a Transit Service provider in the future, and will provide AT&T 9-STATE a minimum of ninety (90) days notice before Sprint begins using Interconnection Facilities to provide a Transit Service for the delivery of Authorized Services traffic***			

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			between a Third Party and AT&T 9-STATE.			
10.	*See and cf;* AT&T Wireless Attachment 3 Issue 7, but in the Wireline it does not appear as a disputed issue in AT&T's Wireline DPL, and does appear as "Accepted" in the Wireline proposed language.	Attachment 3, Section 2.6	***2.6. Virtual or Physical Collocation Interconnection. Sprint may Interconnect using Virtual or Physical Collocation pursuant to the provisions set forth in Attachment 4 of this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement, negotiated on an individual case basis.***		Sprint is entitled to Collocation that may be negotiated on an individual case basis. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
11.	*See and cf;* AT&T Wireless Attachment 3 Issue 8 and Wireline Attachment 3 Issue 11.	Attachment 3, Section 2.7	**2.7 Fiber Meet Interconnection.** **2.7.1** Fiber Meet Interconnection between ***AT&T 9-STATE*** and Sprint can occur at any ***Technically Feasible*** point between ***Sprint*** premises and an ***AT&T 9-STATE Central Office, within an MTA, or LATA, as applicable, or at any other mutually agreeable point.*** **2.7.2** If ***Sprint*** elects to Interconnect with ***AT&T 9-STATE*** pursuant to a Fiber Meet, ***the Parties*** shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission		Sprint's Fiber Meet language incorporates the appropriate use of defined terms. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			system by which they shall Interconnect for the transmission and routing of ***Authorizes Services traffic*** via ***designated Facilities*** at ***T***echnically Feasible transmission speeds as mutually agreed to by the Parties. ***The Parties*** shall work jointly to determine the specific transmission system to permit the successful Interconnection and completion of traffic routed over the Facilities that Interconnect at the Fiber Meet. ***The technical specifications will be designed so that each Party may***, as far as is Technically Feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither ***Party*** will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT). **2.7.3** There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both ***Parties,*** but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed			

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			and agreed to by ***the Parties*** pursuant to the requirements of this section. (a) Design One: ***Sprint's*** fiber cable (four fibers) and ***AT&T 9-STATE's*** fiber cable (four fibers) are connected at a ***Technically*** Feasible point between ***Sprint*** and ***AT&T 9-STATE*** locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties' fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point ***Meet Point.*** (b) Design Two: Both ***Sprint*** and ***AT&T 9-STATE*** each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both ***Sprint*** and ***AT&T 9-STATE. AT&T 9-STATE*** will provide the fibers associated with the "working" side of the system. ***Sprint*** will provide the fibers associated			

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			with the "protection" side of the system. ***Sprint*** and ***AT&T 9-STATE*** will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both ***Sprint*** and AT&T 9-STATE will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation. **2.7.4** ***AT&T 9-STATE*** shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment within the Interconnecting ***AT&T 9-STATE Central Office.*** **2.7.5** ***Sprint*** shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Interconnecting ***Sprint Central Office.*** **2.7.6** ***Sprint*** and ***AT&T 9-STATE*** may mutually agree upon a ***T***echnically ***F***easible ***Point of Interconnection outside the I***nterconnecting ***AT&T 9-STATE Central Office*** as a Fiber Meet point. ***AT&T 9-STATE*** shall make all necessary preparations to receive, and to allow and			

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			enable ***Sprint*** to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. ***AT&T 9-STATE*** shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to ***Sprint***, Point of Interconnection to ***AT&T 9-STATE).*** **2.7.7** ***Sprint*** shall deliver and maintain ***Sprint's*** fiber optic Facility wholly at its own expense. Upon verbal request by ***Sprint, AT&T 9-STATE*** shall allow ***Sprint*** access to the Fiber Meet entry point for maintenance purposes as promptly as possible. **2.7.8** Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1			

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			traceable. Both ***Sprint*** and ***AT&T 9-STATE*** agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above. **2.7.9** ***Sprint*** and ***AT&T 9-STATE*** will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. ***Sprint*** and ***AT&T 9-STATE*** will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by ***Sprint*** and ***AT&T 9-STATE.*** **2.7.10** ***Sprint*** and ***AT&T 9-STATE*** shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.			

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			2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet. **2.7.12** ***Neither Sprint*** or ***AT&T 9-STATE*** shall charge the other for its portion of the Fiber Meet facility used exclusively for the exchange of ***Authorized Services*** traffic. Charges incurred for other services from the Fiber Meet to the point where the Facilities terminate, if applicable, will apply.			
	This appears to be subsumed within prior Sprint Issue 5, AT&T Wireless Attachment 3 Issue 4 and Wireline Attachment 3 Issue 5, all of which address the location and number of POIs required.	AT&T Wireline Attachment 3, Section 2.8	There is no Section 2.8 within Sprint's proposed language.		There is no Section 2.8 within Sprint's proposed language.	
12.	What is the appropriate price for Interconnection Facilities / Trunking,	Attachment 3, Section 2.9	***2.9 Interconnection Facilities/Arrangements Rates and Charges.*** ***2.9.1 AT&T 9-STATE Rates and Charges. Beginning***		47 U.S.C. Section 252(d)(1) establishes the federal Pricing Standards applicable to, and under which, the Commission is required to establish the just and reasonable rate for	

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	TELRIC or Market? Is it permissible to price interconnection facilities for CMRS carriers at market based rates? *See and cf;* AT&T Wireless Attachment 3 Issue 9 and Wireline Attachment 3 Issue 12.		***with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T 9-STATE for pre-existing or new Interconnection Facilities or Interconnection arrangements ("Interconnection-Related Services") that AT&T provides to Sprint shall be at the lowest of the following Rates/Charges:*** ***a) The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement;*** ***b) The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement;*** ***c) The Rates/Charges at which AT&T 9-STATE charges any other Telecommunications carrier for similar Interconnection-***		Interconnection Facilities provided by an ILEC such as AT&T pursuant to its 251(c)(2) interconnection obligations. Pursuant to the FCC's pricing methodology contained in 47 C.F.R. § 51.501 et. seq., the price for Interconnection Facilities is established based upon forward-looking economic costs as defined in 47 C.F.R. § 51.505, which is commonly referred to as TELRIC pricing. In the absence of lower, current TELRIC pricing (i.e., updated since the AT&T/BellSouth merger) AT&T should be required to offer Interconnection Facilities at interim rates that are no higher than AT&T's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) until such time that current TELRIC studies are performed to establish current Interconnection Facility TELRIC pricing. Further, if AT&T provides interconnection arrangements to any carrier that is lower than either a) existing AT&T Interconnection Facility TELRIC pricing, or b) AT&T's tariffed Facility Rates/Charges reduced by 35% or more, principles of non-discrimination require AT&T to disclose such arrangements for Sprint to determine whether	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Related Services; ***d) AT&T 9-STATEs' tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et. seq. when such Facilities are used by Sprint as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at Sprint's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,*** ***e) The Rates/Charges for any other Interconnection arrangement established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such***		or not it is entitled to such pricing. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			additional cost proceeding as may be ordered by the Commission. ***2.9.2. Reduced AT&T 9-STATE Rates/Charges True-Up. If the lowest AT&T 9-STATE Rates/Charges are established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or were provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that Sprint was invoiced for such Interconnection-related services between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate/Charges to Sprint. AT&T 9-STATE shall implement all reductions in Interconnection-related Rates/Charges as non-chargeable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-***			

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

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			arrangement requirements or charges of any type upon Sprint as a pre-requisite to Sprint receiving such reduced Interconnection Rates/Charges. ***2.9.3 Sprint Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that Sprint provides AT&T 9-STATE will be on a pass-through basis of the costs incurred by Sprint to obtain and provide such Facilities.*** ***2.9.4 Billing. Except to the extent otherwise provided in Section 2.5.3 and this Section, or as may be mutually agreed by the Parties, billing for Interconnection Facilities will be on a monthly basis, with invoices rendered and payments due in the same time frames and manner as billings for other Services subject to the terms and conditions of this Agreement. Subject to all of the provisions of this Section 2 Network Interconnection, general billing requirements are in the General Terms and Conditions and Attachment 7.***			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
13.	What Network Management provisions should be included? What is the appropriate language to describe the parties' obligations regarding high volume mass calling trunk groups? What are the appropriate trunk blocking objectives? *See and cf;* AT&T Wireless Attachment 3 Issues 10, 11 & 12 and Wireline Attachment 3 Issue 13.	Attachment 3; Section 3.	**3. Network Management** **3.1** ***The Parties*** will work cooperatively to install and maintain reliable Interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. ***AT&T 9-STATE*** will provide notice of changes in the information necessary for the transmission and routing of services using its Facilities or networks, as well as of any other changes that would affect the interoperability of those Facilities and networks. **3.2** ***Blocking.*** The Interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. ***3.2.1 Design Blocking Criteria. Forecasting trunk projections and servicing trunk requirements for Interconnection trunk groups shall be based on the average time consistent busy hour load of the busy season, determined from the highest twenty (20) consecutive average Business Days. The average***		Sprint's Network Management provisions are substantially premised upon the Parties original Section 4 Wireless Network Design and Management Provisions. There is no reason why the same, even with slight modification, should not be equally applicable in the context of either a wireless or wireline Interconnecting Sprint entity. Further, it is not appropriate for AT&T to impose unnecessary costs and requirements upon a requesting carrier such as the use of Mass Trunk Groups in the absence of any Sprint need for such facilities. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			grade-of-service for Interconnection final trunk groups shall be the industry standard of one percent (1%) blocking, within the time-consistent twenty day average busy hour of the busy season. Trunk projections and requirements shall be determined by using the industry standard Neil Wilkinson B.01M Trunk Group capacity algorithms for grade-of-service Trunk Groups. (Prior to obtaining actual traffic data measurements, a medium day-to-day variation and 1.0 peakedness factor shall be used to determine projections and requirements). **3.3 *Network Congestion. The Parties*** will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion. ***3.3.1 High Volume Call In / Mass Calling Trunk Group. Separate high-volume callin (HVCI) trunk groups will be required for high-volume customer calls (e.g., radio***		

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			contest lines). If the need for HVCI trunk groups are identified by either Party, that Party may initiate a meeting at which the Parties will negotiate where HVCI Trunk Groups may need to be provisioned to ensure network protection from HVCI traffic. **3.4** Neither ***P***arty intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either Party's network ***I***nterconnection arrangement ***to conform to the terms and conditions*** contained in this Agreement. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs, ***but only to the extent such tariffs and fees are not inconsistent with the terms and conditions of this Agreement.*** **3.5** ***Signaling. The Parties*** will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS			

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			features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks. ***3.6 Forecasting. Sprint agrees to provide forecasts for Interconnection Facilities on a semi-annual basis, not later than January 1 and July 1 in order to be considered in the semi-annual publication of the AT&T 9-STATE forecast. These non-binding forecasts should include yearly forecasted trunk quantities for all appropriate trunk groups for a minimum of three years. When the forecast is submitted, the Parties agree to meet and review the forecast submitted by Sprint. As part of the review process, AT&T 9-STATE will share any network plans or***			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			changes with Sprint that would impact the submitted forecast. 3.7 ***The Parties*** will provide each other with the proper call information, including all proper translations for routing between networks and any information necessary for billing where ***AT&T 9-STATE*** provides recording capabilities. This exchange of information is required to enable each ***P***arty to bill properly.			
14.	Is Transit Service a form of Interconnection transmission and routing that AT&T 9-STATE is required to provide all Sprint entities pursuant to 47 U.S.C. § 251(c)(2)(A), (B), (C) and (D); and, as to the Sprint wireless entities, also pursuant to 47 C.F.R. § 20.11? *See and cf;* AT&T Wireless Attachment 3 Issue 13 and Wireline Attachment 3	Attachment 3, Section 4	4 ***Transit Service.*** ***4.1 AT&T 9-STATE shall provide the necessary transmission and routing to exchange Authorized Services traffic between Sprint and any other Third Party that, according to the LERG, is also Interconnected to AT&T 9-STATE in the same LATA in which Sprint Is Interconnected to AT&T 9-STATE.*** ***4.2 Upon Sprint providing AT&T 9-STATE notice that Sprint will begin using Interconnection Facilities to provide a Transit Service at stated rate(s), such rate(s) shall be added to this Agreement by amendment and AT&T 9-STATE will***		Yes. Transit Service is the means by which Indirect Interconnection is implemented, and clearly constitutes a service that meets the requirements of what a LEC is required to provide a requesting carrier pursuant to 47 U.S.C. § 251(c)(2) (A) through (D). AT&T has been required to provide transit at TELRIC pricing unless AT&T can justify additional costs. *See Joint Petition for Arbitration of Newsouth Communications, Inc. et al. of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant To Section 252(B) of the Communications Act of 1934, as amended,* Case No. 2004-00044, Order at p 18 -19 (issued March 14, 2006).	

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Issue 1.		***provide Sprint sixty (60) days notice if AT&T 9-STATE desires to use such service.*** ***4.3 The Party that provides a Transit Service under this Agreement ("Transit Provider") shall only charge the other Party ("Originating Party") the applicable Transit Rate for Transit Service Traffic that the Transit Provider delivers to the Third Party network upon which such traffic is terminated.***		AT&T is only entitled to impose transit charges upon Sprint that are related to the delivery of Sprint-originated traffic. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
15.	*See and cf:* AT&T appears to have accepted Section 5 Local Dialing Parity language in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Attachment 3, Section 5	**5. Local Dialing Parity** Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.		Sprint specifically does not accept AT&T "out of exchange language" that is proposed in its wireline language – now "ATTACHMENT 3a – OUT OF EXCHANGE-LEC". This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
16.	Are two Authorized Services traffic categories, with corresponding category rates, sufficient for the Parties to bill	Attachment 3, Section 6, 6.1.1 – 6.1.2	***6. Authorized Services Traffic Per Minute Usage.*** ***6.1 Classification of Authorized Services Traffic Usage.*** ***[If only two billable***		Sprint is willing to consider the use of only two (2) billable Authorized Services Traffic categories, consisting of: 1) a single, unified rate for all non-transit traffic; and 2) a TELRIC-based transit	

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

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	Services traffic and corresponding rates are required, how should Authorized Services traffic be categorized? *See and cf;* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.	6.1.1 – 6.1.2	***6.1.1 Authorized Services wireless traffic exchanged between the Parties pursuant to this Agreement will be classified as IntraMTA Traffic, InterMTA Traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.*** ***6.1.2 Authorized Services wireline traffic exchanged between the Parties pursuant to this Agreement will be classified as Telephone Exchange Service Telecommunications traffic, Telephone Toll Service Telecommunications traffic, Information Services traffic, Interconnected VoIP traffic, Jointly Provided Switched Access traffic, or Transit Service Traffic.***		language identifies each of the appropriate categories for classifying traffic under this Agreement. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
18.	For each category of Authorized Services traffic, what compensation is due from each	Attachment 3; Section 6.2.	**6.2 Authorized Services Traffic Usage Rates.** **6.2.1 The applicable Authorized Services per Conversation MOU Rate for each category of**		This section establishes the application of the Conversation MOU, Sprint's entitlement to the lowest available rate, true-up, and general symmetrical rate application. However, establishment of actual rates is	

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	Party to the other? What is appropriate compensation for Section 251 (b)(5) traffic? What is the appropriate language to reflect the actual flow and treatment of ISP-bound traffic between the parties given that ISP traffic is exclusively mobile-to-land and what is the appropriate compensation for such traffic? *See and cf;* AT&T Wireless Attachment 3 Issue 15 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.		**Authorized Service traffic is contained in the Pricing Schedule attached hereto.** ***6.2.2 The following are the Authorized Services Per Conversation MOU Usage Rate categories:*** ***[If only two billable categories are deemed necessary:]*** ***Sprint wireless traffic/Sprint CLEC wireline traffic:*** ***- Terminated wireless/wireline Traffic Rate*** ***- Transit Service Rate*** ***[If more than two billable categories are deemed necessary:]*** ***Wireless traffic:*** ***- IntraMTA Rate*** ***- Land-to-Mobile InterMTA Rate*** **Wireline traffic:** ***- Telephone Exchange Service Rate*** ***- Telephone Toll Service Rate*** ***Wireless or Wireline traffic:*** ***- Information Services Rate*** ***- Interconnected VoIP***		the next Issue. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			Rate- N/A ***- Transit Service Rate*** **6.2.2 Beginning with the Effective Date, the applicable Authorized Service Rate ("Rate") that AT&T 9-STATE will charge Sprint for each category of Authorized Service traffic shall be the lowest of the following Rates:** ***a) The Rate contained in the Pricing Schedule attached hereto;*** ***b) The Rate negotiated between the Parties as a replacement Rate to the extent such Rate is expressly included and identified in this Agreement;*** ***c) The Rate AT&T 9-STATE charges any other Telecommunications carrier for the same category of Authorized Services traffic; or,*** ***d) The Rate established by the Commission based upon an approved AT&T 9-STATE forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as***			

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			may be ordered by the Commission. ***6.2.3 Reduced AT&T 9-STATE Rate(s) True-Up. Where the lowest AT&T 9-STATE Rate is established by the Commission in the context of the review and approval of an AT&T 9-STATE cost-study, or was provided by AT&T to another Telecommunications carrier and not made known to Sprint until after the Effective Date of this Agreement, AT&T 9-STATE shall true-up and refund any difference between such reduced Rate and the Rate that Sprint was invoiced by AT&T 9-STATE regarding such Authorized Services traffic between the Effective Date of this Agreement and the date that AT&T 9-STATE implements billing the reduced Rate to Sprint.*** ***6.2.4 Symmetrical Rate Application. Except to the extent otherwise provided in this Agreement, each Party will apply and bill the other Party the same Authorized Service Rate on a symmetrical basis for the same category of Authorized Services traffic.***			

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19.	What is the a) fair and reasonable, or b) TELRIC rate where applicable, for each category of compensable traffic? *See and cf;* AT&T Wireless Attachment 3 Issue 16 and Wireline Attachment 3 Issue [redacted].	Attachment 3, Establishment of applicable rates to be populated in Pricing Sheet	***Wireless traffic rates:*** ***- IntraMTA Rate: [TBD]*** ***- Land-to-Mobile InterMTA Rate: [TBD]*** **Wireline traffic rates:** ***- Telephone Exchange Service Rate: [TBD]*** ***- Telephone Toll Service Rate: Applicable access tariff rates*** ***Wireless or Wireline traffic rates:*** ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD]***		Wireless intraMTA traffic and wireline Telephone Exchange Service traffic is subject to reciprocal compensation, which is exchanged and billed either a) on a bill and keep basis, b) at the $.0007 ISP rate, or c) at a TELRIC rate. Wireless interMTA traffic delivered over Interconnection Facilities is, pursuant to 47 C.F.R. § 20.11, subject to reasonable terminating compensation. In the Mobile-to-Land direction, AT&T's costs to terminate an interMTA MOU is exactly the same as it costs to terminate an intraMTA MOU and, therefore, AT&T should be paid the same rate to terminate an interMTA MOU as it is paid to terminate an intraMTA MOU. However, in the Land-to-Mobile direction, Sprint will on average always incur greater costs to terminate an AT&T Land-to-Mobile interMTA call because of the additional mileage and switching to deliver such a call to a distant location. Therefore, it is reasonable for Sprint to be paid a multiple of the intraMTA MOU rate as the rate it is entitled to charge AT&T for termination of an AT&T originated interMTA call. Wireline Telephone Toll Service	

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					traffic is subject to each parties' applicable access tariff rates. Whether the traffic is a wireless or wireline call: 1) The FCC rate for ISP Information Service traffic is $.0007; 2) Although the FCC has determined Interconnected VoIP is jurisdictionally mixed traffic to result in it being classified as interstate traffic, the FCC has not established a rate for such traffic. The Commission does not have jurisdiction to establish a rate and, until it is otherwise determined by the FCC, such traffic is exchanged at bill and keep; and, 3) Transit Service traffic is subject to a TELRIC Rate. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
20.	What billing and recording provisions are appropriate?	Attachment 3, Section 6.3, 6.3.1 – 6.3.8, except for 6.3.7 which is	**6.3 Recording and Billing for Authorized Services Traffic.** ***6.3.1 Each Party will***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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	See and cf; AT&T Wireless Attachment 3 Issue 17 and Wireline Attachment 3 Issues 15 and 17.	separately addressed as next issue.	***perform the necessary recording for all calls from the other Party, and shall also be responsible for all billing and collection from its own End Users.*** ***6.3.2. Each Party is responsible for the accuracy and quality of its data submitted to the other Party.*** ***6.3.3 Where SS7 connections exist, each Party will include in the information transmitted to the other Party, for each call being terminated on the other Party's network, where available, the original and true Calling Party Number ("CPN").*** ***6.3.4 If one Party is passing CPN but the other Party is not properly receiving information, the Parties will work cooperatively to correct the problem.*** ***6.3.5 The Party that performs the transmission, routing,***			

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			termination, Transport and Termination, or Transiting of the other Party's originated Authorized Services traffic will bill to and the originating Party will pay for such performed functions on a per Conversation MOU basis at the applicable Authorized Service Rate.. ***6.3.6.1 Wireless traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. MTA boundaries) and traffic routing of the Parties.*** ***6.3.6.2 Wireline traffic: Actual traffic Conversation MOU measurement in each of the applicable Authorized Service categories is the***			

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

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			preferred method of classifying and billing traffic. If, however, either Party cannot measure traffic in each category, then the Parties shall agree on a surrogate method of classifying and billing those categories of traffic where measurement is not possible, taking into consideration as may be pertinent to the Telecommunications traffic categories of traffic, the territory served (e.g. Exchange boundaries, LATA boundaries and state boundaries) and traffic routing of the Parties. ***[6.3.7 Conversion to Bill and Keep is a separate issue below.]*** ***6.3.8 Subject to all of the provisions of this Section 6 Authorized Services Traffic Per Minute Usage, general billing requirements are in the General Terms and Conditions and Attachment 7.***			
21.	When should otherwise compensable traffic be exchanged on a	Attachment 3, Section 6.3.7	***6.3.7 Conversion to Bill and Keep for wireless IntraMTA traffic or wireline Telephone***		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

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	Bill and Keep basis? *See and cf;* AT&T Wireless Attachment 3 Issue 18 and Wireline Attachment 3 Issue 16.		***Exchange Service traffic.*** ***a) If the IntraMTA Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding IntraMTA Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the IntraMTA Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the IntraMTA Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the***			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			other Party a written request, along with verifiable information supporting such request, to eliminate billing for IntraMTA Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for IntraMTA Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for IntraMTA Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7. ***b) If the Telephone Exchange Service Traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below***			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Telephone Exchange Service Traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Telephone Exchange Service Traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Telephone Exchange Service Traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Telephone Exchange Service Traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Telephone Exchange Service Traffic usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Telephone Exchange Service Traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 6.3.7. ***c) As of the Effective Date, the Parties acknowledge that the Telephone Exchange Service Traffic exchanged between the Parties both directly and indirectly falls has already been established as falling***			

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

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			within the Traffic Balance Threshold. Accordingly, each Party hereby consents that, notwithstanding the existence of a stated Telephone Exchange Service Rate in the Pricing Sheet to this Agreement, there will be no billing between the Parties for Telephone Exchange Service usage on a going forward basis unless otherwise agreed to by both Parties in writing.			
22.	How should each Party be compensated for terminating interMTA Traffic on its network that was originated on the other Party's network? AT&T has now restated the Issue to be: "Should Inter-MTA traffic, both originating and terminating, be subject to Access Charges?"	Attachment 3, Section 6.4	***6.4 Terminating InterMTA Traffic. The Parties recognize that (a) the originating Party is not entitled to charge the terminating Party for any costs associated with the originating Party's originated traffic; (b) the Sprint wireless entities are not IXCs; (b) Interconnection services are not switched access inter-exchange access services provided by a LEC to an IXC pursuant to a tariff; (c) neither Party has the ability to identify and classify an InterMTA traffic call on an automated, real-time***		The FCC First Report and Order, as well as Section 251(g) only contemplated access to continue to be charged in the same manner that it had been prior to the Act, until such time the FCC changed its applicable rules. Prior to and since passage of the the Act, the FCC has consistently held that CMRS providers are not IXCs. Further, it reserved to itself any consideration of the application of access charges to wireless interMTA traffic on a case-by-case basis, which, to date, it has not acted. Pursuant to Rule 20.11, the only existing basis to impose any charges for interMTA traffic is under the principles of mutual, reasonable compensation paid by the originating carrier to the	

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	See and cf; AT&T Wireless Attachment 3 Issue 19 and does not include in its Wireline materials.		***basis; (d) on any given InterMTA mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities, AT&T 9-STATE incurs the exact same cost to terminate the call that it does to terminate an IntraMTA mobile-to-land call delivered by Sprint to AT& 9-STATE over Interconnection Facilities; (e) and, on any given InterMTA land-to-mobile call delivered by AT&T 9-STATE to Sprint over Interconnection Facilities, because of the likely number of switches and/or distance to be traversed, Sprint likely incurs at least two times (2X) or more of the cost to terminate an AT&T 9-STATE originated InterMTA call than it does to terminate an AT&T 9-STATE originated IntraMTA land-to-mobile call. Based on the foregoing, the following provisions are intended to implement the principles of mutual, reasonable compensation pursuant to 47 C.F.R. § 20.11.***		terminating network. AT&T will incur the same cost to terminate a Sprint originated minute whether it is an inter or intraMTA MOU handed over the Interconnection Facilities. Therefore, it is reasonable for AT&T to charge Sprint the same intraMTA rate to terminate either type of MOU. Sprint, however, will typically incur greater cost to terminate an AT&T-originated interMTA call because of additional switching and distance to terminate such a call. Therefore, Sprint should be compensated at a higher rate to terminate an AT&T-originated interMTA call than it does to terminate an AT&T-originated intraMTA call handed to Sprint over the Interconnection Facilites. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			6.4.1 Because AT&T 9-STATE does not incur any greater cost to terminate a mobile-to-land call delivered by Sprint to AT&T 9-STATE over Interconnection Facilities whether it is an InterMTA or IntraMTA call, AT&T 9-STATE will bill Sprint the same Rate for both IntraMTA and InterMTA calls. ***6.4.2 Because Sprint incurs greater costs to terminate an AT&T 9-STATE originated InterMTA land-to-mobile calls delivered over Interconnection Facilities than it does to terminate IntraMTA land-to-mobile calls, Sprint is entitled to charge AT&T 9-STATE a Land-to-Mobile InterMTA Rate for terminating such AT&T 9-STATE calls. The Land-to-Mobile InterMTA Rate at which Sprint is entitled to bill AT&T 9-STATE will be two times (2X) the Type 2A IntraMTA Rate.*** ***6.4.3 Beginning with the Effective Date, Sprint is entitled to utilize a state-specific "Land-to-Mobile Terminating InterMTA***			

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			Factor" to determine the surrogate volume of AT&T 9-STATE InterMTA Land-to-Mobile Conversation MOUs for which Sprint is entitled to bill AT&T 9-STATE at the Land-to-Mobile InterMTA Rate. Also beginning with the Effective Date, the Land-to-Mobile Terminating InterMTA Factor shall be 2%. Such factor is, however, subject to revision based on a Sprint traffic study performed upon either Party's request no sooner than (6) months after the Effective Date; and thereafter not more frequently than once per calendar year. Any change in the Land-to-Mobile Terminating InterMTA Factor shall be reflected as an Amendment to this Agreement. ***6.4.4 To determine the billable volume of AT&T InterMTA Land-to-Mobile minutes to which Sprint will apply the Land-to-Mobile Terminating Rate, Sprint will, on a monthly basis, multiply the InterMTA Factor by the total AT&T 9-STATE IntraMTA Conversation MOUs as terminated and recorded by***		

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

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			Sprint, The total volume of terminating IntraMTA Land-to-Mobile traffic minutes for which Sprint bills AT&T shall be reduced by the calculated volume of InterMTA Land-to-Mobile minutes to avoid double-billing AT&T 9-STATE for the same MOUs.			
23.	What provision is appropriate regarding representations with respect to switched access services traffic? *See and cf;* AT&T's Wireline Issue 14, Section 6.1.5.2., Issue 19, Section 6.1.4., Wireline Issue 21, Section 6.1.5.2, and as first appearing in AT&T Wireless Issue 20, Sections 6.1.2 and 6.1.5.2. But, AT&T has not accurately depicted Sprint's language.	Attachment 3, Section 7, 7.1.1 – 7.1.2	**7. Interconnection Compensation** **7.1.*1 Except as may be otherwise be provided by Applicable Law, n***either Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as traffic ***subject to the*** payment of reciprocal compensation. **7.1.2.** Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of any traffic, and the associated compensation.		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	
24.	What Wireless Meet Point Billing provisions	Attachment 3, Section 7.2	**7.2 Wireless Meet Point Billing**		It is inconsistent for AT&T to seek/claim a different default percentage of a given route than	

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	are appropriate? *See and cf;* AT&T Wireless Attachment 3 Issue 2[illegible] and not included in AT&T's Wireline materials.		***7.2.1*** For purposes of this Agreement, ***Wireless*** Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to ***J***ointly ***P***rovided ***S***witched ***A***ccess calls ***where both Parties are providing such service to an IXC***, and ***Transit Service*** calls ***that*** transit AT&T 9-STATE's network from an originating ***T***elecommunications carrier other than AT&T 9-STATE and terminating to a ***T***elecommunications carrier other than AT&T 9-STATE or the originating ***T***elecommunications carrier. Subject to Sprint providing all necessary information, AT&T 9-STATE agrees to participate in Meet Point Billing for ***Transit Service*** traffic which transits it's network when both the originating and terminating parties participate in Meet Point Billing with AT&T 9-STATE. Traffic from a network which does not participate in Meet Point Billing will be delivered by AT&T 9-STATE, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will		the shared facility percentage that may be in place between the parties for a given route. Sprint has edited to state a default percentage between the Parties of 50-50. Specifically struck the 800 data base query charge – that is charge to IXC, not to interconnecting carrier. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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			not be delivered to the originating and/or terminating network. ***7.2.2*** Parties participating in Meet Point Billing with AT&T 9-STATE are required to provide information necessary for AT&T 9-STATE to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), and (***2***) ***a*** Billing Interconnection Percentage. A default Billing Interconnection Percentage of ***50***% AT&T 9-STATE and ***50***% Sprint will be used if Sprint does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint must support Meet Point Billing for all ***Jointly Provided Switched Access*** calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. AT&T 9-STATE and Sprintacknowledge that the			

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			exchange of 1150 records will not be required. ***7.2.3*** Meet Point Billing will be provided for ***Transit Service*** traffic which transits AT&T 9-STATE's network at the ***T***andem level only. Parties desiring Meet Point Billing will subscribe to ***T***andem level ***I***nterconnections with AT&T 9-STATE and will deliver all ***Transit Service*** traffic to AT&T 9-STATE over such ***T***andem level ***I***nterconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the ***T***andem, in which ***I***nterconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. AT&T 9-STATE and Sprint will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting			

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			basis. ***7.2.4*** In a Meet Point Billing environment, when a party actually uses a service provided by AT&T 9-STATE, and said party desires to participate in Meet Point Billing with AT&T 9-STATE, said party will be billed for miscellaneous usage charges, as defined in AT&T 9-STATE's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries) necessary to deliver certain types of calls. Should Sprint desire to avoid such charges Sprint may perform the appropriate ***LNP*** data base query prior to delivery of such traffic to AT&T 9-STATE. 7.2.5 Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint compensating AT&T 9-STATE at the ***Transit Service Rate*** for ***Sprint-originated Transit Service*** traffic delivered to AT&T 9-STATE network, which terminates to a Third Party network. Meet Point Billing to IXCs for ***J***ointly ***P***rovided ***S***witched ***A***ccess traffic will occur consistent with the most current MECAB billing			

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			guidelines.			
25.	What wireline-specific Percentage Interstate Usage, Percent Local Facility, Audit, Telephone Toll Service and Mutual Provision of Switched Access Service provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 DPL, which does not include this issue; and, Wireline Issue 14, 15, 20, 22 and 23. AT&T does not accurately depict Sprint's language in all cases.	Attachment 3, Section 7.3	***7.3 CLEC Billing Related.*** ***7.3.1* Percentage Interstate Usage**. In the case where Sprint***, as a CLEC,*** desires to terminate its local traffic over or commingled on its ***wireline entity's*** Switched Access Feature Group D trunks, Sprint will be required to provide projected Percentage Interstate Usage (PIU) factors including, but not limited to, PIU associated with facilities (PIUE) and terminating PIU (TPIU) factors. All jurisdictional report requirements, rules and regulations for IXCs specified in AT&T-9STATE's intrastate Access Services Tariff will apply to Sprint. The application of the PIU will determine the respective interstate traffic percentages, and the remainder shall determine intrastate traffic percentages. Detailed requirements associated with PIU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and		Sprint disagrees with various AT&T modifications/deletions. Sprint's edits and acceptances consist of: - Sprint 7.3.1 **Percentage Interstate Usage** is original 6.2, as previously amended, with further slight revisions to expressly identify applicability to Sprint CLEC as indicated. The balance appears to be same language as proposed by AT&T; - Sprint 7.3.2 **Percent Local Use** is original 6.3, as previously amended, which appears to be same language as proposed by AT&T. - Sprint 7.3.3 **Percent Local Facility** is original 6.4, as previously amended. Sprint does not accept AT&T edit to 6.4. - Sprint 7.3.4 **Audits** is original 6.5. Sprint does not accept edit to 6.5. - Sprint accepts AT&T deletion of original 6.6, and original 6.7 is addressed above in section 7.2. - Sprint 7.3.5 **Compensation for CLEC *Telephone Toll Service* traffic** through 7.3.5.5 is original	

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			PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of each year and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month, for all services showing the percentages of use for the past three (3) months ending the last day of December, March, June and September, respectively. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate usage compensation to be paid. ***7.3.2* Percent Local Use**. AT&T-9STATE and Sprint will report to the other a Percentage Local Usage (PLU). The application of the PLU will determine the respective amount of local and/or ISP-Bound minutes to		6.8 through and including 6.8.5, edited as indicated to reflect correct usage of defined terms, but otherwise appears to be same language proposed by AT&T. - Sprint ***7.3.6* Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE** through and including 7.3.6.5 is the reinserted original 6.9 title and 7.3.6.1 through and including 7.3.6.5 is the reinserted original 6.9.2 through and including 6.9.6, edited to replace "BellSouth with AT&T-9STATE. If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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			be billed to the other Party. For purposes of developing the PLU, AT&T-9STATE and Sprint shall consider each Party's respective local calls and long distance calls, excluding Transit Traffic. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint shall provide a positive report updating the PLU and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month based on local and ISP-Bound usage for the past three (3) months ending the last day of December, March, June and September, respectively. Detailed requirements associated with PLU reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint with the calculated PLU factor for Sprints originated traffic for Sprint's approval by the end of January, April, July and October. Within fifteen (15) days of receipt of the PLU			

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			factor, Sprint will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLU factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively to determine the appropriate factor for billing. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's			

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			option, be utilized to determine the appropriate Local usage compensation to be paid. ***7.3.3* Percent Local Facility.** AT&T-9STATE and Sprint will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the respective portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, Multiplexing and Interoffice Channel Switched Dedicated Transport as specified in AT&T-9STATE's Jurisdictional Factors Reporting Guide. By the first of January, April, July and October of each year, AT&T-9STATE and Sprint shall provide a positive report updating the PLF and shall send it to the other Party to be received no later than thirty (30) days after the first of each such month to be effective the first bill period the following month, respectively.. Detailed requirements associated with PLF reporting shall be as set forth in AT&T-9STATE Jurisdictional Factors Reporting Guide, as it is amended from time to time			

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			during this Agreement, or as mutually agreed to by the Parties. The Parties have agreed that AT&T-9STATE, as the terminating Party, will provide Sprint with the calculated PLF factor for Sprint's originated traffic for Sprints approval by the end of January, April, July, and October. Within fifteen (15) days of receipt of the PLF factor, Sprint will provide concurrence with such factor, which AT&T-9STATE will then implement to determine the appropriate local usage compensation to be paid by Sprint. If the Parties disagree as to the calculation of such factor, the Parties will work cooperatively to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Once Sprint develops message recording technology that identifies and reports the jurisdiction of traffic terminated as defined in this Agreement, Sprint will provide AT&T-9STATE with the calculated PLF factor for Sprint's originated traffic. If the terminating Party disagrees with the factor, the Parties will work cooperatively			

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			to determine the appropriate factor for billing. While the Parties negotiate to determine the updated factor, the Parties agree to use the factor from the previous quarter. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLF factor, shall at the terminating Party's option, be utilized to determine the appropriate portion of switched dedicated transport to be billed per the local jurisdiction rates. ***7.3.4* Audits.** On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. AT&T-9STATE and Sprint shall retain records of call detail for a minimum of nine (9) months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more			

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			frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit. ***7.3.5* Compensation for CLEC *Telephone Toll Service* traffic.** ***7.3.5.1*** CLEC ***Telephone Toll Service t***raffic. For purposes of this Attachment, CLEC ***Telephone Toll Service T***raffic is defined as any		

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

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			telecommunications call between Sprint and AT&T-9STATE end users that originates and terminates in the same LATA and results in ***Telephone Toll Service*** charges being billed to the originating end user by the originating Party. Moreover, AT&T-9STATE originated ***Telephone Toll Service*** will be delivered to Sprint using traditional Feature Group C non-equal access signaling. ***7.3.5.2*** Compensation for CLEC ***Telephone Toll Service*** *T*raffic. For terminating its CLEC ***Telephone Toll Service*** traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates. ***7.3.5.3*** Compensation for CLEC 8XX Traffic. Each Party (AT&T-9STATE and Sprint) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			required) intrastate or interstate Switched Access tariffs. ***7.3.5.4*** Records for 8XX Billing. Each Party (AT&T-9STATE and Sprint) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. ***7.3.5.5*** 8XX Access Screening. AT&T-9STATE's provision of 8XX Toll Free Dialing (TFD) to Sprint requires interconnection from Sprint to AT&T-9STATE 8XX SCP. Such interconnections shall be established pursuant to AT&T-9STATE's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint shall establish CCS7 interconnection at the AT&T-9STATE Local Signal Transfer Points serving the AT&T-9STATE 8XX SCPs that Sprint desires to query. The terms and conditions for 8XX TFD are set out in AT&T-9STATE's Intrastate Access Services Tariff as amended. ***7.3.6*** **Mutual Provision of Switched Access Service for Sprint and AT&T-9STATE**			

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

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			7.3.6.1 When Sprint's end office switch, subtending the AT&T-9STATE Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing AT&T-9STATE facilities, or via AT&T-9STATE's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the			

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary. ***7.3.6.2*** AT&T-9STATE and Sprint will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data. ***7.3.6.3*** AT&T-9STATE and Sprint agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data. ***7.3.6.4*** AT&T-9STATE and Sprint also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center. ***7.3.6.5*** The Initial Billing Party shall keep records for no more than 13 months of its billing			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.			
26.	What OSS provisions should be included? *See and cf:* AT&T appears to have accepted this in both the Wireless and Wireline proposed contract language but not reflected in the DPLs.	Attachment 3, Section 8	**8. Operational Support Systems (OSS) Rates** AT&T 9-STATE has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically. LENS Local Exchange Navigation System EDI Electronic Data Interface TAG Telecommunications Access Gateway LSRs submitted by means of one of these interactive interfaces will incur an OSS		RESOLVED. This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			electronic ordering charge.			
27.	What Pricing Sheet provisions are appropriate? *See and cf;* AT&T Wireless Attachment 3 Issue 2[redacted] and Wireline Attachment 3 Issue 14.	Attachment 3 Pricing Sheet	***KENTUCKY PRICING SHEET*** ***Unless expressly identified to be a "Negotiated" Rate or Charge, any Rate or Charge included in this Pricing Sheet is subject to reduction and a refund issued by AT&T 9-STATE to Sprint as provided in Sections 2 and 6 of this Attachment 3.*** ***A. Interconnection Facility/Arrangements Rates will be provided at the lower of:*** ***- Existing Prices;*** ***- Negotiated Prices [TBD];*** ***- AT&T Prices provided to a Third Party Telecommunications carrier [unknown at this time];*** ***- AT&T Tariff Prices at 35% reduction;*** ***- AT&T TELRIC Prices [TBD]*** ***B. Authorized Services Per Conversation MOU Usage Rates will be provided at the lower of lower of:*** ***- Negotiated Prices [TBD];***		Facilities / Usage: Should reflect the prices as established pursuant to earlier substantive pricing issues. Usage Rates: Sprint is willing to accept any of the following three mutually exclusive per Conversation MOU Usage Rate approaches as "Negotiated Rates" to avoid need for updated AT&T TELRIC studies: 1) All Authorized Services traffic at same Rate: No Rate – Bill and Keep; and, Transit Service Rate $0.00035 - OR – 2) All Authorized Services traffic at same Rate: $0.0007 Tandem/$0.00035 End Office; and, Transit Service Rate $0.00035 - OR – 3) A. Wireless: - IntraMTA Rates: Type 2A: $0.0007 Type 2B: $0.00035 - Land-to-Mobile InterMTA Rate (2X Type 2A IntraMTA Rate): $0.0014; - Land-to-Mobile Terminating InterMTA Factor: 2%; **B. Wireline** - Telephone Exchange	

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

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			or wireline traffic: ***- Information Services Rate: .0007*** ***- Interconnected VoIP Rate: Bill & Keep until otherwise determined by the FCC.*** ***- Transit Service Rate: [TBD*]***			
28.	New AT&T Wireline DPL Issue 19: Should the interconnection agreement set forth Sprint's obligations with respect to intercarrier compensation on Sprint's traffic routed to/from Third Parties?	Attachment 3 – Network Interconnection – Part B – Section 6.1a.5		**6.1a.5 CLEC has the sole obligation to enter into compensation arrangements with all Third Parties with whom CLEC exchanges traffic including without limitation anywhere CLEC originates traffic to or terminates traffic from an End User being served by a Third Party who has purchased a local switching product from AT&T-9STATE on a wholesale basis (non-resale) which is used by such Telecommunications carrier to provide wireline local telephone Exchange Service (dial tone) to its End Users. In no event will AT&T-9STATE have any liability to CLEC or any Third Party if CLEC fails to enter into such compensation arrangements. In the event that traffic is exchanged with a Third Party with whom CLEC**	It is improper for AT&T to seek indemnification from Sprint on this issue. Any compensation paid by AT&T to a third party for Sprint originated traffic would presumably be the direct result of AT&T's own actions in deciding and making inappropriate payments to third parties,	Yes. Intercarrier compensation is the obligation of the originating and terminating carriers and should be handled directly between those carriers.

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
				does not have a traffic compensation agreement, CLEC will indemnify, defend and hold harmless AT&T-9STATE against any and all losses including without limitation, charges levied by such Third Party. The Third Party and CLEC will bill their respective charges directly to each other. AT&T-9STATE will not be required to function as a billing intermediary, e.g., clearinghouse. AT&T-9STATE may provide information regarding such traffic to Third Party carriers or entities as appropriate to resolve traffic compensation issues.		
	Attachment 4 Collocation					
	Is "Attachment 4 - Collocation" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language?	Attachment 4			Tentative agreement to accept Attachment 4 as to both Sprint wireless and wireline entities.	
	Attachment 5 Local Number Portability and Numbering					
	Is "Attachment 5 Local Number	Attachment 5	See previously provided redlines.		Sprint has provided Attachment 5 wireless redlines to which AT&T	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Portability and Numbering" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language? *See and cf;* AT&T Wireless Attachment 5 Issue 1 and Wireline Attachment 5 Issue 1.				has not yet responded; Sprint has tentatively accepted Attachment 5 as to AT&T wireline language.	
	Attachment 6 Ordering					
	What should be the Attachment 6 Ordering provisions? *See and cf;* AT&T Wireline Attachment 6 Issue 1.	Attachment 6			Tentative agreement to delete Attachment 6 as to Sprint wireless; Sprint wireline provided redlines to which AT&T has not yet responded.	
	Attachment 7 Billing					
1.	What should be the Attachment 7 Billing provisions?	Attachment 7, Section 1	**1.0 Billing and Payment of Charges** 1.1 ***Unless otherwise stated, each Party will render monthly bill(s) and pay in***		Except for section 1.11, which is wireline-specific, these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	Is "Attachment 7- Billing" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate language? *See and cf;* AT&T Wireless Attachment 7 Issues 1, 2, 3, 4, 5, 6, 7*[AT&T Proposed an improper billing mechanism for Shared Facility Cost]* , 8, 10,11, and Wireline Attachment 7 Issue 1, 2, 3, 4, 5, 6, 7, 8, 10,		***full for undisputed billed amounts by the Bill Due Date, to the other for Interconnection products and/or services provided hereunder at the applicable rates set forth in the Pricing Schedule*** 1.2 ***Invoices*** 1.2.1 ***Invoices shall comply with nationally accepted standards agreed upon by the Ordering and Billing Forum (OBF) for billed Authorized Services.*** 1.2.2 ***Parties agree that each will perform the necessary call recording and rating for its respective portions of a Completed Call in order to invoice the other Party*** 1.2.3 ***Invoices between the Parties shall include, but not be limited to the following pertinent information:*** ***Identification of the monthly bill period (from and through dates)*** ***Current charges*** ***Past due balance*** ***Adjustments*** ***Credits***		If two separate ICAs are used, the section 1.11 provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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

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			Late payment charges ***Payments*** ***Contact telephone number for billing inquiries*** 1.2.4 ***Invoices between the Parties will be provided on mechanized format and will be the primary bill, unless a paper bill is mutually agreed upon and subsequently designated in writing by both Parties as the primary bill.*** 1.2.5 ***Traffic usage compensation invoices will be based on Conversation MOUs for all Completed Calls and are measured in total conversation time seconds, which are totaled (by originating and terminating CLLI code) for the monthly billing cycle and then rounded up to the next whole minute.*** 1.2.6 ***Each Party will invoice the other Party for traffic usage on mechanized invoices, based on the terminating location of the call.*** 1.2.7 ***Each Party will invoice the other for traffic usage by the End Office Switch/Tandem Office Switch, based on the***			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			terminating location of the call and will display and summarize the number of calls and Conversation MOUs for each terminating office. **1.3 A Late Payment Charge will be assessed for all Past Due payments as provided below, as applicable.** 1.3.1 ***If any portion of the payment is not received by the Billing Party on or before the Bill Due Date as set forth above, or if any portion of the payment is received by the Billing Party in funds that are not immediately available, then a late payment and/or interest charge shall be due to the Billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff In the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts***			

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

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			were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law. 1.4 ***Billing invoices must be sent to the Billed Party within five (5) days of the invoice date. Invoices received more than five (5) days from the invoice date will be due the following billing cycle regardless of the initial Bill Due Date. Late Payment Charges will not apply to any period until after the following billing cycle.*** 1.5 ***Payment is considered to have been made when an Electronic Funds Transfers***			

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

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			(EFTs) or payment by non-electronic means is received that designates the Billing Account Number (BAN) to which the payment will be applied. 1.6 ***The Parties shall make all payments via EFTs through the Automated Clearing House Association (ACH) to the financial institution designated by each Party. -The BAN on which payment is being made will be communicated together with the funds transfer via the ACH network. The Parties will abide by the National Automated Clearing House Association (NACHA) Rules and Regulations. Each Party is not liable for any delays in receipt of funds or errors in entries caused Third Parties, including the Party's financial institution. Each Party is responsible for its own banking fees.*** 1.7 ***As of the effective date of this Agreement, the Parties have already established EFT arrangements between the Parties.*** 1.8 ***If any portion of an***		

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

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			amount due to the Billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must give written notice to the Billing Party of theDisputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 3.0 below. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the Billing Party. 1.9 ***Each Party will notify the other Party at least ninety (90) calendar days or three (3) monthly billing cycles prior to any billing changes. At that time a sample of the new invoice will be provided so that each Party has time to program for any changes that may impact validation and payment of the invoices. If notification is not received in the specified time frame, then invoices will be held and not subject to any Late Payment Charges, until the appropriate amount of time has passed to allow each Party the opportunity to test***		

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			the new format and make changes deemed necessary. 1.10 ***Tax Exemption. Upon proof of tax exempt certification from Sprint, the total amount billed to Sprint will not include those taxes or fees for which Sprint is exempt. Sprint will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Sprint.*** ***Wireline specific:*** ***1.11 AT&T-9STATE will bill the Sprint CLEC entity in advance charges for all resold services to be provided during the ensuing billing period except charges associated with applicable resold service usage, which will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charge for usage or usage allowances. AT&T-9STATE will also bill CLEC, and CLEC will be responsible for and remit to ATT-9STATE, all charges***			

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

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			applicable to resold services including but not limited to 911 and E911 charges, telecommunication relay charges (TRS), and franchise fees. ***1.11.1*** With respect to services resold by CLEC, any switched access charge associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, **AT&T-9STATE**. No additional charges are to be assessed to CLEC. ***1.11.2*** AT&T-9STATE will not perform billing and collection services for CLEC as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within **AT&T-9STATE**. ***1.11.3*** Pursuant to 47 CFR Section 51.617, for resold lines AT&T-9STATE will bill CLEC end user common line charges identical to the end user common line charges AT&T-9STATE bills its end users.			
2.	*See and cf;* AT&T Wireless Attachment 7	Attachment 7, Section 2	**2.0 Nonpayment and Procedures for Disconnection**		This/these provision(s) should be substantively the same whether a single ICA or two separate	

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

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	Issues 13, 14, 15, and 17 and Wireline Attachment 7 Issues 12 and 13.		2.1 ***Disconnection will only occur as provided by Applicable Law, upon such notice as ordered by the Commission.*** 2.2 ***Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution Section provision set forth in Section 3.0 below.*** 2.3 ***Limitation on Back-billing*** 2.3.1 ***Notwithstanding anything to the contrary in this Agreement, a Party shall be entitled to***: **Back-bill for any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the six (6) months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the six (6) month limitation on back-billing**		ICAs are used.	

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			set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the six month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Nothing herein shall prohibit either Party from rendering bills or collecting for any Interconnection products and/or services more than six (6) months after the Interconnection products and/or services was provided when the ability or right to charge or the proper charge for the Interconnection products and/or services was the subject of an arbitration or other Commission action, including any appeal of such action. In such cases, the time period for back-billing or credits shall be the longer of (a) the period specified by the Commission in the final order allowing or approving such change or (b) six (6)			

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

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			months from the date of the final order allowing or approving such charge			
3.	*See and cf;* AT&T Wireless Attachment 7 Issue 16, 18 and Wireline Attachment 7 Issue 14.	Attachment 7, Section 3	**3.0 Dispute Resolution** **3.1** A Bona Fide Billing Dispute means a dispute of a specific amount of money actually billed by ***the Billing Party***. The dispute must be clearly explained by ***the Disputing Party*** and supported by written documentation from ***the Disputing Party,*** which clearly shows the basis for dispute of the charges. The dispute must be itemized to show the account and end user identification number against which the disputed amount applies. By way of example and not by limitation, a Bona Fide Dispute will not include the refusal to pay all or part of a bill or bills when no written documentation is provided to support the dispute, nor shall a Bona Fide Dispute include the refusal to pay other amounts owed by ***the Disputing Party*** until the dispute is resolved. Claims by ***the Parties*** for damages of any kind will not be considered a Bona Fide Dispute for purposes of this Section. Once the Bona Fide Dispute is resolved ***the Disputing Party*** will make		This/these provision(s) should be substantively the same whether a single ICA or two separate ICAs are used.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			immediate payment on any of the disputed amount owed to ***the Billing Party*** or ***the Billing Party*** shall have the right to pursue normal treatment procedures. Any credits due to ***the Disputing Party,*** pursuant to the Bona Fide Dispute, will be applied to the ***Disputing Party's*** account by ***the Billing*** Party immediately upon resolution of the dispute. 3.2 Where the Parties have not agreed upon a billing quality assurance program, Bona Fide Billing Disputes shall be handled pursuant to the terms of this section. 3.3 Each Party agrees to notify the other Party in writing upon the discovery of a Bona Fide Billing Dispute. In the event of a Bona Fide Billing Dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date. If ***the Billing Party*** rejects ***the Disputing Party's*** Bona Fide Billing Dispute, ***the Billing Party*** assumes the responsibility to provide ***the Disputing Party*** with adequate justification for such rejection. Resolution of the Bona Fide Billing Dispute is expected to occur at the first			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin: 3.3.1 If the Bona Fide Billing Dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the Bona Fide Billing Dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution. 3.3.2 If the Bona Fide Billing Dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution. 3.3.3 If a Party disputes charges and the Bona Fide Billing Dispute is resolved in favor of such Party, the other Party shall credit the bill of the			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			disputing Party for the amount of the disputed charges. Accordingly, if a Party disputes charges and the ***Bona Fide*** Billing Dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. ***The Billing Party*** shall only assess interest on previously assessed late payment charges in a state where it has authority pursuant to its tariffs.			
4.	*See and cf;* AT&T Wireline Attachment 7 Issue 15.	Attachment 7, Section 4	**Audits and Examinations** ***Audits and examinations related to billing will be conducted in accordance with the audit provisions of the General Terms and Conditions of this Agreement.***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	
5.	*See and cf;* AT&T Wireline Attachment 7 Issue 17, 18, and 19.	Attachment 7, Section 5	**5.0 CLEC Specific - Daily Usage File** ***5.1 Upon written request from the Sprint CLEC entity, AT&T-9STATE will provide*** *Error! Unknown document property name.* ***a Daily***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Usage File (DUF) for Resale Services provided hereunder. A DUF will be provided by AT&T-9STATE in accordance with Exchange Message Interface (EMI) guidelines supported by the Ordering and Billing Forum (OBF). Any exceptions to the supported formats will be noted in the DUF implementation requirements documentation. The DUF will include (i) specific daily usage, including both Section 251(b)(5) Traffic (if and where applicable) and LEC-carried IntraLATA Toll Traffic, in EMI format for usage sensitive services furnished in connection with Resale Services to the extent that similar usage sensitive information is provided to retail End Users of AT&T-9STATE within that state, (ii) with sufficient detail to enable *Error! Unknown document property name.* ***to bill its End Users for usage sensitive services furnished by AT&T-9STATE in connection with Resale Services provided by AT&T-9STATE, and (iii) operator handled calls provided by AT&T-9STATE.***			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			5.2 General Provisions **5.2.1 Where available, DUF may be requested on flat-rated Resale lines as well as measured-rated Resale lines. DUF provided in this instance is labeled as Enhanced DUF (EDUF). In order to receive EDUF on flat-rated Resale lines,** Error! Unknown document property name. **must also request and receive DUF on its measure-rated Resale lines.** **5.2.2 File transmission for DUF is requested by each unique State and OCN combination.** Error! Unknown document property name. **must provide to AT&T-9STATE a separate written request for each unique State and OCN combination no less than sixty (60) calendar days prior to the desired first transmission date for each file.** **5.2.3 AT&T-9STATE will bill** Error! Unknown document property name. **for DUF in accordance with the applicable rates set forth in the Pricing Schedule**			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			under "Electronic Billing Information Data (Daily Usage) per message", "Provision of Message Detail a.k.a. Daily Usage File (DUF), "FB-CLEC Operator Recording (Daily Usage) per message", and "Daily Usage File (DUF) Data Transmission, per Message. "There will be individual rates listed for DUF provided for measure-rated Resale lines and for EDUF provided on flat-rated Resale lines. **5.2.4 Call detail for LEC-carried calls that are alternately billed to** Error! Unknown document property name. **End Users' lines provided by AT&T-9STATE through Resale will be forwarded to** Error! Unknown document property name. **as rated call detail on the DUF.** **5.2.5 Interexchange call detail on Resale Services that is forwarded to AT&T-9STATE for billing, which would otherwise be processed by AT&T-9STATE for its retail End Users, will be returned to the IXC and will not be passed through to** Error!			

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

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			Unknown document property name.. **This call detail will be returned to the IXC with a transaction code indicating that the returned call originated from a resold account. Billing for Information Services and other ancillary services traffic on Resale Services will be passed through when AT&T-9STATE records the message.** **5.2.6 Where** Error! Unknown document property name. **is operating its own switch-based service and has contracted with AT&T-9STATE to provide operator services, upon written request from** Error! Unknown document property name., **AT&T-9STATE will provide** Error! Unknown document property name. **a DUF for operator handled calls handled by AT&T-9STATE.** ***5.3 Recording Failures*** ***5.3.1 When Sprint message data are lost, damaged, or destroyed as a result of AT&T-9STATE error or omission when either Party is performing the billing and/or recording function,***			

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

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			and the data cannot be recovered or resupplied in time for the time period during which messages can be billed according to legal limitations, or such other time periods that may be agreed to by the Parties within the limitations of the law. The Parties will mutually agree to the amount of estimated Sprint revenue in accordance in this Section 5.3.2 and AT&T-9STATE shall compensate Sprint for this lost revenue. ***5.3.2 Material Loss*** ***5.3.2.1 AT&T-9STATE shall review its daily controls to determine if data has been lost. AT&T-9STATE shall use the same procedures to determine a Sprint material loss as it uses for itself. The message threshold used by AT&T-9STATE to determine a material loss of its own messages will also be used to determine a material loss of Sprint messages. When it is known that there has been a loss, actual message and minute volumes should be reported if possible. Where actual data are not available, a full day shall be estimated for the recording entity as***			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			outlined in the paragraph below titled Estimating Volumes. The loss is then determined by subtracting recorded data from the estimated total day business. 5.3.2.2 From message and minute volume reports for the Party experiencing the loss, AT&T-9STATE shall secure message/minute counts for the corresponding day of the weeks for four (4) weeks preceding the week following that in which the loss occurred. AT&T-9STATE shall apply the appropriate Average Revenue Per Message (ARPM) to the estimated message volume to arrive at the estimated lost revenue. 5.3.2.2.1 Exceptions: ***a) If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use an additional number of weeks in order to procure volumes for two (2) non-holidays.*** ***b) If the call or usage data lost represents calls or usage on a weekday which is a holiday (except Christmas and Mother's Day), use***		

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			volumes from the preceding and following Sunday. ***c). If the call or usage data lost represents calls or usage on Mother's Day or Christmas, use volumes from that day in the preceding year (if available).*** ***d). In the selection of corresponding days for use in developing estimates, consideration shall be given to other conditions which may affect call volumes such as tariff changes, weather and local events (conventions, festivals, major sporting events, etc.) in which case the use of other days may be more appropriate.***			
6.	*See and cf;* AT&T Wireline Attachment 7 Issues 16, 20 and 21.	Attachment 7, Section 4	**6.0 CLEC Specific - Recording** 6.1 Responsibilities of the Parties ***6.1.1 AT&T-9STATE will record all Telephone Toll Service messages carried over Interconnection Facilities that are available to AT&T-9STATE provided Recording equipment or operators. Unavailable messages (i.e., certain operator messages that are***		If two separate ICAs are used, these provisions can either be designated in each contract to only be applicable to wireline; or, only be included in the wireline.	

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

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			not accessible by AT&T-9STATE-provided equipment or operators will not be recorded. The Recording equipment will be provided at locations selected by AT&T-9STATE. ***6.1.2 AT&T-9STATE will perform Assembly and Editing, Message Processing and provision of applicable AUR detail for telephone toll service messages recorded by AT&T-9STATE.*** 6.1.3 **AT&T-9STATE** will provide AURs that are generated by **AT&T-9STATE**. ***6.1.4 Assembly and Editing will be performed on all telephone toll service messages recorded by AT&T-9STATE.*** 6.1.5 Recorded Billable Message detail and AUR detail will not be sorted to furnish detail by specific End Users, by specific groups of End Users, by office, by feature group or by location. ***6.1.6 AT&T-9STATE will provide message detail to the Sprint CLEC entity in data files, (a Secure File***			

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

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			Transfer Protocol or Connect:Direct "NDM"), or any other mutually agreed upon process to receive and deliver messages using software and hardware acceptable to both Parties. In order for the Sprint CLEC entity to receive End User billable Records, Sprint may be required to obtain CMDS Hosting service from AT&T or another CMDS Hosting service provider. ***6.1.7 CLEC will identify separately the location where the Data Transmissions should be sent (as applicable) and the number of times each month the information should be provided. AT&T-9STATE reserves the right to limit the frequency of transmission to existing AT&T-9STATE processing and work schedules, holidays, etc.*** ***6.2 The Recording Party will determine the number of data files required to provide the AUR detail to the receiving Party.*** ***6.2.1 Recorded AUR detail previously provided CLEC and lost or destroyed***			

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			through no fault of the sending Party will not be recovered and made available to the receiving Party except on an individual case basis at a reasonable cost determined by the Recording Party. 6.2.2 ***When AT&T-9STATE receives rated Billable Messages from an IXC or another LEC that are to be billed by CLEC, AT&T-9STATE may forward those messages to CLEC or designated CMDS Hosting service provider.*** 6.2.3 ***AT&T-9STATE will record the applicable detail necessary to generate AURs and forward them to CLEC for its use in billing access to the IXC.*** 6.2.4 ***When CLEC is the Recording Company, CLEC agrees to provide its recorded telephone toll service message detail to AT&T-9STATE per MECAB guidelines.*** 6.2.5 ***To the extent telephone toll service message detail records are exchanged over NDM facilities, the cost of such***			

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Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			facilities will be equally shared. **6.3 Basis of Compensation** 6.3.1 ***The Recording Company Party, agrees to provide EMI recording, Assembly and Editing, Message Processing and Provision of Message Detail for AURs in accordance with this Section on a reciprocal, no-charge basis. The Parties agree that this mutual exchange of Records at no charge to either Party shall otherwise be conducted according to the guidelines and specifications contained in the MECAB document.*** **6.4 Limitation of Liability** 6.4.1 Except as otherwise provided herein, Limitation of Liability will be governed by the General Terms and Conditions of this Agreement. 6.4.2 ***Except as otherwise provided herein, neither Party shall be liable to the other for any special, indirect, or consequential damage of any kind whatsoever. A Party shall not be liable for its inability***			

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			to meet the terms of this Section where such inability is caused by failure of the first Party to comply with the obligations stated herein. Each Party is obliged to use its best efforts to mitigate damages. 6.4.3 ***When either Party is notified that, due to error or omission, incomplete data has been provided to the non-Recording Company, each Party will make reasonable efforts to locate and/or recover the data and provide it to the non-Recording Company at no additional charge. Such requests to recover the data, at no charge, must be made within sixty (60) calendar days from the date the details initially were made available to the non-Recording Company. If written notification is not received within sixty (60) calendar days, the Recording Company will retrieve and provide requested records up to twenty-four (24) months back on an individual case basis at a reasonable cost determined by the Recording Party.***			

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			6.4.4 Each Party will not be liable for any costs incurred by the other Party when transmitting data files via data lines and a transmission failure results in the non-receipt of data			
7.	Can AT&T require escrow provisions? AT&T wireless Issue 4/see also wireline issue 9, although not stated exactly the same in both AT&T locations: What is the appropriate language to address escrow provisions? *See and cf;* AT&T Wireless Attachment 7 Issue 12 and 13 and Wireline Attachment 7 Issues 9 and 11.	Attachment 7			No. Escrow provisions are an attempt by AT&T to obtain the equivalent of an increased deposit which unduly ties-up competing carrier's capital as a means to alter the status quo while a dispute is pending. If AT&T is concerned about a given dispute or the financial condition of a given carrier and it cannot negotiate a resolution, then it is incumbent upon AT&T to take action under the Dispute Resolution provisions to bring the dispute to the Commission for prompt resolution.	
	Attachment 8 Structure Access					
					Tentative agreement to accept Attachment 8 as to Sprint wireless and Sprint wireline.	

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

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			Attachment (Performance Measurement Plans(s), the Plan(s) will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **1.3** Nothing herein shall be interpreted to be a waiver of ***either party's*** right to argue and contend in any forum, in the future, that Sections 251 and 252 of the ***Act does or does*** not impose any duty or legal obligation to negotiate, mediate or arbitrate a self-executing liquidated damages or remedy plan, ***or the applicability of such a remedy plan to wireless carriers***. **2.0 Region-Specific Provisions** **2.1.1** Except as otherwise provided herein, the Performance Measurements Plans most recently adopted or ordered by the respective Commission that approved this Agreement under Section 252(e) of the Act are incorporated herein. Any subsequent Commission-ordered additions, modifications and/or deletions to such plans (and supporting documents) in			

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

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
			that proceeding or any successor proceeding shall be automatically incorporated into this Agreement by reference effective with the date of implementation of AT"&T SOUTHEAST REGION 9-STATE pursuant to Commission order.			
	Attachment 10 Implementation Template					
					Tentative agreement to delete Attachment 10 template as to both Sprint wireless and Sprint wireline.	
	Attachment 11 Disaster Recovery Plan					
					Tentative agreement to delete Attachment 11 as to both Sprint wireless and Sprint wireline.	
	Attachment 12 911/E911					
	What should be the Attachment 12 911 provisions? Is "Attachment 12 – 911/E911" as proposed by AT&T from its current standard wireless Interconnection agreement the appropriate	Attachment 12 911	See previously provided redlines.		Sprint has provided Attachment 12 wireless/wireline redlines to which AT&T has responded, but AT&T has been unable to schedule a call due to SME unavailability.	

Issue No.	Issue Description (& Sub Issues)	Issue Appendix / Location	Sprint Wireless / Wireline Language	AT&T Wireless / Wireline Language	Sprint Position	AT&T Position
	language?					

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

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served by electronic and First Class Mail on those persons whose names appear below this 12th day of April, 2010.

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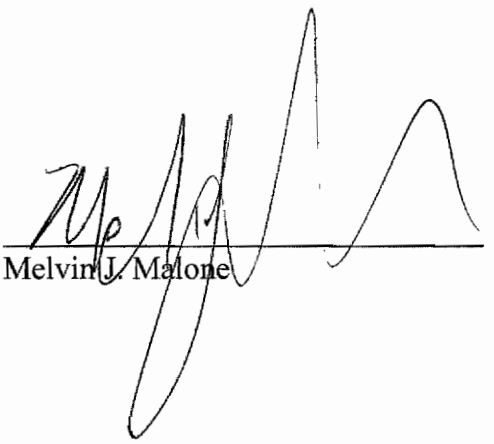

Melvin J. Malone