

LEVEL 3 - SBC 13State – DPL – OUT OF EXCHANGE

Iss. No.	Petition Issue	Issue Description	Disputed Contract Language	Level 3 Position/Support	SBC Position/Support
OET 1 (§ 2.1)		Should the applicability of the OET Appendix be limited to Level 3's operations solely outside of SBC-13STATE's incumbent local exchange areas?	2.1 For purposes of this Appendix, <u>LEVEL 3</u> intends to operate and/or provide telecommunications services outside of SBC-13STATE <i>incumbent local exchange areas</i> and desires to interconnect <u>LEVEL 3</u> 's network with <u>SBC-13STATE</u> 's network(s).	Level 3 is concerned of the event that SBC sells off its ILEC operations in a particular service area, and the impact that would have on the ability of Level 3 to continue its operation in those areas. Level 3 proposes to define the OET obligation according to Section 251(h) of the Act which would require that OET obligations survive sale of an exchange because they apply regardless of whether ownership of an exchange changes.	SBC's language properly reflects that SBC does not always operate as an incumbent LEC throughout an entire state and that this Appendix addresses those situations. Level 3's opposition to the words "incumbent local exchange areas" ignores this reality and is nonsensical and inconsistent with the language that it is proposing in its Transit Appendix at Section 1.2, which would define an Out of Exchange Local Exchange Carrier as a carrier "that interconnect[s] with <u>SBC-13STATE</u> 's network but operate and/or provide Telecommunications Services outside of <u>SBC-13STATE</u> 's incumbent local exchange area." See also SBC's Position Statement for Issue OET 2.
OET 2 (§ 2.3)		Level 3 Issue: Should the OET Appendix expressly limit the obligation of SBC to provide UNEs and access to UNEs to	2.3 <u>This Agreement contains terms and conditions related to SBC-13STATE's obligations under Applicable Law. Other Appendices to this Agreement set forth the terms and conditions pursuant to which SBC-13STATE agrees to provide LEVEL 3 with access to unbundled network elements (UNEs) under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act,</u>	No, the Agreement should not limit SBC's obligation to provide interconnection, UNEs and access to UNEs to just those placed on it by Section 251 of the federal Act. SBC is also	Yes. SBC has offered Level 3 a separate appendix governing out of exchange traffic. SBC's obligations under the 1996 Act are only as extensive as SBC's ILEC territory; the Act does not impose

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		<p>Section 251 of the federal Act, or should it acknowledge other applicable laws that mandate such an obligation?</p> <p>SBC Issue: Should the OET Appendix provide that in those areas that are outside SBC’s incumbent territory, SBC is not obligated to provide UNEs, Collocation, resale or interconnection pursuant to Section 251 of the Act?</p>	<p><i>Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act in <u>SBC-13STATE</u>'s incumbent local exchange areas for the provision of <u>LEVEL 3</u>'s Telecommunications Services. The Parties acknowledge and agree that <u>SBC-13STATE</u> is only obligated to make available UNEs and access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act to <u>LEVEL 3</u> in <u>SBC-13STATE</u>'s incumbent local exchange areas. <u>SBC-13STATE</u> has no obligation to provide such UNEs, Collocation, Interconnection and/or Resale to <u>LEVEL 3</u> for the purposes of <u>LEVEL 3</u> providing and/or extending service outside of <u>SBC-13STATE</u>'s incumbent local exchange areas. In addition, <u>SBC-13STATE</u> is not obligated to provision UNEs or to provide access to UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act and is not otherwise bound by any 251(c) obligations in geographic areas other than <u>SBC-13STATE</u>'s incumbent local exchange areas. Therefore, the Parties understand and agree that the rates, terms and conditions set forth in <u>SBC-13STATE</u>'s current Interconnection Agreement, and any associated provisions set forth elsewhere in <u>LEVEL 3</u>'s current Interconnection Agreement (including but not limited to the rates set forth in this Agreement associated with UNEs under Section 251(c)(3) of the Act, Collocation under Section 251(c)(6) of the Act, Interconnection under Section 251(c)(2) of the Act and/or Resale under Section 251(c)(4) of the Act), shall apply only to the Parties and be available to <u>LEVEL 3</u> for provisioning telecommunication services within an <u>SBC-13STATE</u> incumbent local exchange area(s) in the State in</i></p>	<p>obligated under other provisions of the federal Act (i.e., Section 271), federal law and regulations, as well as particular state laws and commission orders and regulations. SBC’s proposed language could serve as a default waiver of Level 3 with regard to these other rights, to which Level 3 would not and does not so waive. Level 3’s proposed language, on the other hand, makes reference to all such Applicable Law, and would not unnecessarily limit the obligations as proposed by SBC. Further, SBC’s summarization of the state of the law is unfounded and incorrect. Thus, the Commission should adopt Level 3’s more reasonable approach.</p>	<p>unbundling or interconnection duties on SBC in areas where it is not the incumbent, which are the areas addressed in this appendix. This interconnection agreement is limited by the Act to those obligations imposed on SBC under Section 251.</p>

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			<i>which <u>LEVEL 3's</u> current Interconnection Agreement with <u>SBC-13STATE</u> has been approved by the relevant state Commission and is in effect.</i>		
OET 3 (§ 3.1)		Should language relating to the passing of SS7 signaling information that was agreed to for use in the ITR Appendix also be included in the OET Appendix?	<i>3.1 <u>LEVEL 3</u> shall provide and <u>SBC-13STATE</u> shall pass all SS7 signaling information including, without limitation, charge number, and originating line information ("OLI"). For terminating Circuit Switched Traffic, such as traffic exchanged over FGD trunks, <u>SBC-13STATE</u> will pass all SS7 signaling information including, without limitation, and CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, each Party shall pass or provide network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted or other mutually agreeable standards pertaining to TNS and CIC/OZZ codes.</i>	Consistent with Level 3s positions in the Inter-carrier Compensation Appendix disputes, Level 3 believes that the Agreement should not limit itself to strictly listed interphase or technologies. The Agreement should be flexible enough to allow for adoption of certain other technologies upon agreement of both parties or Applicable Law.	Language identical to SBC's proposed language for this Section 3.1 was agreed to by the parties in ITR Section 5.4.8. It is similarly appropriate to include this language here as part of the parties' Agreement regarding Out of Exchange Traffic.
OET 4 (§ 3.3-3.6)		Level 3 Issue (a): Should the OET Appendix include language that trumps the Performance Measures Appendix with respect to the Parties' obligations to ensure acceptable service levels? SBC Issue (a): Should	<i>3.3 Each Party will administer its network to ensure acceptable service levels to all users of its network services. Service levels are generally considered acceptable only when End-Users are able to establish connections with little or no delay encountered in the network. Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.</i> <i>3.4 Each Party maintains the right to implement protective network traffic management controls, such as "cancel to", "call gapping" or 7-digit and 10-digit code gaps, to selectively cancel the</i>	Level 3 Issue (a): No. The service levels should be covered by the Performance Measures, which are included in the Performance Measure Appendix, not this arbitrary clause. Level 3 also notes that the Performance Measurements may also be governed by certain orders of state commissions, as well as FCC regulations, all of which	(a) Language identical to SBC's proposed language for this Section 3.3 was agreed to by the parties in GTC Section 36.2. It is similarly appropriate to include this language here as part of the parties' Agreement regarding Out of Exchange Traffic. Level 3's suggestion that this language "trumps" the Performance Measures Appendix

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		<p>each party be required to administer its network to ensure acceptable service levels to all users of its network services?</p> <p>(b) Should the OET Appendix include terms preserving each party's right to implement protective network management controls and traffic reroutes?</p> <p>(c) Should the OET Appendix include a provision that the parties will cooperate and share information regarding expected temporary increases in call volumes?</p>	<p><i>completion of traffic over its network, including traffic destined for the other Party's network, when required to protect the public-switched network from congestion as a result of occurrences such as facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed.</i></p> <p><i>3.5 Where the capability exists, either Party may implement originating or terminating traffic reroutes to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Such alternative routing shall be used only when mutually agreed to by the Parties.</i></p> <p><i>3.6 <u>LEVEL 3</u> and <u>SBC-13STATE</u> shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.</i></p>	<p>SBC's proposed language ignores. Level 3 cannot agree to language that would waive its rights under the Performance Measurements Appendix or these orders and regulations, which the net result of SBC's proposed language.</p> <p>(b) Level 3 does not take issue with the need to maintain the technical integrity of the network system. Level 3 however, is concerned over SBC's ability to negatively impact the reliability of the services provided to Level 3's customers over these switched-network systems, either through network rerouting or protective control actions. As detailed above, in the event of a so-called "protective control action", Level 3 believes that the terms of the Performance Measurements Appendix and other state and federal regulations would provide adequate coverage. As such, SBC's proposed language should</p>	<p>is baseless, and at odds with Level 3's Agreement to include the language in the GTC Appendix.</p> <p>(b) Language identical to SBC's proposed language for Sections 3.4 and 3.5 was agreed to by the parties in ITR Sections 10.1.1 and 10.2.1. It is similarly appropriate to include this language here as part of the parties' agreement regarding Out of Exchange Traffic. Level 3's suggestion that this language "trumps" the Performance Measures Appendix is baseless, and at odds with Level 3's agreement to include the language in the ITR Appendix.</p> <p>(c) Language identical to SBC's proposed language for Section 3.6 was agreed to by the parties in ITR Section 10.3.1. It is similarly appropriate to include this language here as part of the parties' Agreement regarding Out of Exchange Traffic. Level 3's</p>

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				<p>be denied.</p> <p>(c) SBC’s proposed Section 3.6 should be denied. While Level 3 acknowledges the need for the two Parties to cooperate in the interconnection process, SBC’s proposed language is far too broad and vague. SBC has not attempted to define what level of call-ins would qualify as “large and focused”, nor what is meant by sharing pre-planning information. This lack of detail leaves both Parties open to allegation so f abuse and failure to cooperate with Section 3.6, when one party has a good faith belief that such an event would not meet the speculative standards that SBC attempts to impose. Level 3 cannot agree to language that places it at such risk.</p>	<p>suggestion that this language "trumps" the Performance Measures Appendix is baseless, and at odds with Level 3's agreement to include the language in the ITR Appendix.</p>
OET 5 (§ 4.1)		<p>Level 3 Issue (a): Should Section 4.1 reference Level 3 having a POI within a LATA or</p>	<p><u>4.1</u> <u>LEVEL 3</u> operates as a CLEC within <u>SBC-13STATE</u> exchange areas and has a Point of Interconnection (“POI”) located within <u>SBC-13STATE</u> <u>LATAs</u> <i>exchange areas</i> according to Appendix NIM of this Agreement, for the purpose of exchanging</p>	<p>(a) This issue is directly related to the disputed language in the NIM and ITR Appendices, in which SBC attempts to force</p>	<p>(a) The Agreement should reference Level 3 having a POI within an exchange area for the reasons set forth in SBC Position</p>

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		<p>within an exchange area?</p> <p>Level 3 Issue (b): Should the scope of the OET Appendix govern the exchange of "Telephone Traffic, ISP-Bound Traffic and IP-Enabled Services Traffic," or "Section 251 (b)(5) Traffic" and ISP-Bound Traffic"?</p> <p>Level 3 Issue (c): Should the Agreement provide that SBC will accept Level 3's "OET Traffic" or "Telecommunications Traffic"?</p> <p>Level 3 Issue (d): Must Level 3 build out Direct End Office Trunks to a third party carrier for transit traffic?</p> <p>SBC Issue (d): Should Level 3 be required to</p>	<p><u>Telephone Traffic, ISP-Bound Traffic and IP-enabled Services Traffic</u> <i>Section 251 (b)(5) Traffic and ISP-bound traffic</i> in such <u>SBC-13STATE</u> exchange areas. Based upon the foregoing, the Parties agree that <u>SBC-13STATE's</u> originating traffic will be delivered to <u>LEVEL 3's</u> existing POIs arrangements in the LATA where the traffic originates in accordance with the POI requirements set forth in Appendix NIM of this Agreement. <u>SBC-13STATE</u> will accept <u>LEVEL 3 Out of Exchange Telecommunications</u> Traffic at its tandem switch or other switch where the Parties have established interconnection <u>over local interconnection facilities</u> <u>Local Interconnection Trunk Groups</u> that currently exist or may exist in the future between the Parties <i>When such Out of Exchange Traffic is Section 251 (b)(5) Traffic and ISP-bound traffic that is exchanged between the end users of LEVEL 3 and SBC-13STATE, the Parties agree to establish a Direct Final ("DF") end office trunk group when traffic levels exceed one DS1 (24 DS0s) to or from an SBC-13STATE End Office. When such Out of Exchange Traffic is Transit Traffic as defined in the underlying Agreement, LEVEL 3 agrees to establish a Direct End Office Trunk group ("DEOT") to any third party carrier's end office when traffic levels exceed one DS1 (24 DS0s) to or from that end office.</i></p>	<p>Level 3 into building out interconnection facilities to each SBC End Office. The FCC has clearly and unambiguously stated that a CLEC need only establish a single POI in each LATA in which it is interconnected. SBC's attempt to expand that requirement to each exchange area is unsupported by federal law, and numerous state commission orders. In the event that the Commission agrees with Level 3 on these larger issues, then its proposed language herein should be adopted in order to be consistent.</p> <p>(b) The Agreement should not be limited in the manner suggested by SBC. SBC's proposed classifications mischaracterize the types of traffic that is exchanged between the parties, including SBC's newly crafted (and legally undefined) term "Section 251(b)(5) Traffic". Level 3 would propose that the</p>	<p>Statement for Issue NIM 2.</p> <p>(b) It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC proposes to define the types of traffic addressed by Appendix Out of Exchange Traffic with more specificity than Level 3's proposed "telephone traffic." This Appendix should clearly identify the type of traffic to which it applies in order to avoid later disputes. For a discussion of SBC's opposition to the term "IP-enabled traffic," see <i>inter alia</i> its discussion of Section 3.2 <i>et seq.</i> of the IC Appendix.</p> <p>(c) The third sentence of this section should reference Out of Exchange Traffic, rather than "Telecommunications Traffic," which is too vague and overbroad.</p> <p>(d) Yes. SBC requests all carriers</p>

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		<p>direct end office trunk once traffic between the parties exceed one DS1 (or 24 trunks)?</p> <p>SBC Issue (e): Should a non-251/252 service such as Transit Service be negotiated separately?</p>		<p>characterization of traffic types follow the definitions set forth in the federal Communications Act.</p> <p>(c) SBC is obligated pursuant to Section 251 to provide Level 3 with interconnection for the exchange of Telecommunications Traffic, which is captured by Level 3’s proposed language in this section.</p> <p>(d) No. Section 251(a)(1) of the Federal Act requires every telecommunications carrier, including SBC, to interconnect directly or indirectly with each other telecommunications carrier. Transit Traffic would constitute such indirect interconnection. It is also far more efficient to utilize the currently existing interconnection facilities between SBC and the numerous RLEC, ILEC and CLEC carriers in the service area. Forcing Level 3 to build out additional interconnection trunks to each</p>	<p>to establish direct end office trunks (DEOTs) at a DS1 threshold, which is the threshold it uses to determine when SBC must establish DEOTs itself. DEOTs are necessary to protect SBC’s network and minimize tandem exhaust. Concerns for tandem exhaust, cost, and the ability to serve multiple CLECs together suggest that a particular CLEC, like Level 3, should be required to establish DEOT once traffic rises to a level sufficient to justify the expense given the risks to the existing tandem. SBC has determined that the appropriate traffic threshold for the DEOT requirements is DS1.</p> <p>(e) Yes. It is SBC’s position that this issue is not arbitrable because neither Section 251, nor any other provision of the Act, requires ILECs to provide transit service. Pursuant to the Fifth Circuit’s recent decision in <i>Coserv LLC v. Southwestern Bell Telephone Co.</i>, 350 F.3d 482 (5th</p>

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				<p>other carrier to whom traffic may flow is overly costly and inefficient. Also, SBC is fully reimbursed for all expenses associated with Transit Traffic, including a reasonable profit.</p>	<p>Cir. 2003)(“Coserv”), non-251(b) and (c) items are not arbitrable, unless both parties voluntarily consent to the negotiation/arbitration of such items, which SBC has not done.</p>
<p>OET 6 (§ 4.2)</p>		<p>Level 3 Issue: Should the OET Appendix include an agreement that the Parties will reference the terms and conditions of ITR Appendix between the arbitration and submission of a final agreement to the state Commission?</p> <p>SBC Issue: (for Midwest, California, Nevada, Connecticut): Should Level 3 be required to trunk to each tandem in the LATA?</p> <p>SBC Issue (for</p>	<p><u>4.2 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. The Parties agree, that at a minimum, LEVEL 3 shall establish a trunk group for Section 251 (b)(5) Traffic Local Calls, ISP-bound traffic and IntraLATA traffic from LEVEL 3 to each SBC-13STATE serving tandem in a LATA in SBC CONNECTICUT, SBC CALIFORNIA, SBC NEVADA and SBC MIDWEST REGION 5-STATE and to all Tandems in the local exchange area in SBC SOUTHWEST REGION 5-STATE. This requirement may be waived upon mutual agreement of the parties.</u></p>	<p>Yes. Level 3 believes that adoption of its proposed language will provide clarity on the duties and roles of the Parties in the interim period between the arbitration and the submission of an agreement incorporating the commission’s final determinations.</p> <p>With respect to SBC’s attempt to force Level 3 into building out trunks to each tandem in the LATA or the Local Exchange Area, such attempt is directly in conflict with federal law. The FCC has held that each Party is responsible for all costs and facilities on its side of the POI. Thus, Level 3 is responsible for all trunks and other facilities on</p>	<p>(for Midwest, California, Nevada, Connecticut) It is SBC’s position that Level 3 should establish interconnection trunks to every SBC tandem switch in the LATA. SBC should not be required to route Level 3 end user traffic through two switches in its network, or to aggregate such traffic at only one tandem switch. Such a practice reduces network efficiency and increases the risk of tandem exhaust.</p> <p>Level 3's language is vague, insofar as it does not identify what the relevant terms and conditions from the ITR Appendix it believes ought to be referenced. This is an invitation</p>

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		<p>Southwest region): Should Level 3 be required to trunk to each tandem in the Local Exchange Area?</p>		<p>its side of the POI in each LATA. SBC is responsible for transporting and trunking on its side of the POI, including those trunks serving SBC's tandems.</p>	<p>for further disputes. Moreover, where practical, SBC believes that it is more sensible to include the actual language that will govern the parties' relationship with respect to OET than to reference sections from another Appendix that addresses a different product or service.</p> <p>(for Southwest region) It is SBC's position that Level 3 should establish interconnection trunks to every SBC tandem switch in the Local Exchange Area. SBC should not be required to route Level 3 end user traffic through two switches in its network, or to aggregate such traffic at only one tandem switch. Such a practice reduces network efficiency and increases the risk of tandem exhaust.</p> <p>Level 3's language is vague, insofar as it does not identify what the relevant terms and conditions from the ITR Appendix it believes ought to be</p>

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					referenced. This is an invitation for further disputes. Moreover, where practical, SBC believes that it is more sensible to include the actual language that will govern the parties' relationship with respect to OET than to reference sections from another Appendix that addresses a different product or service.
OET 7 (§ 4.3)		Should language relating to trunk groups for ancillary services that was agreed to for use in the ITR Appendix also be included in the OET Appendix?	4.3 <u>The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval.</u> <i>Trunk groups for ancillary services (e.g. OS/DA, BLVI, mass calling, and 911) and Meet Point Trunk Groups can be established between a <u>LEVEL 3 switch and an SBC-13STATE Tandem as further provided in Appendix ITR to the Agreement</u></i>	Yes. Level 3 believes that adoption of its proposed language will provide clarity on the duties and roles of the Parties in the interim period between the arbitration and the submission of an agreement incorporating the commission's final determinations.	Language nearly identical to SBC's proposed language for this Section 4.3 was agreed to by the parties in ITR Section 3.2. It is similarly appropriate to include this language here as part of the parties' agreement regarding Out of Exchange Traffic. Level 3's language is vague, insofar as it does not identify what the relevant terms and conditions from the ITR Appendix it believes ought to be referenced. This is an invitation for further disputes. Moreover, where practical, SBC believes that it is more sensible to include the actual language that will

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					govern the parties’ relationship with respect to OET than to reference sections from another Appendix that addresses a different product or service.
OET 8 (§ 4.9)		<p>Level 3 Issue (a): Should the OET Appendix include an agreement that the Parties will reference the terms and conditions of ITR Appendix between the arbitration and submission of a final agreement to the state Commission?</p> <p>Level 3 Issue (b): Should the Agreement recognize that SBC will accept Level 3’s OET Traffic at switches to which the Parties have established interconnection, or just to SBC’s tandem switches?</p>	<p><u>4.9 The parties agree to reference the relevant terms and conditions from Appendix ITR following arbitration and before submitting a final agreement to the relevant state commission for approval. Connection of a trunk group from LEVEL 3 to SBC-13STATE’s tandem(s) will provide LEVEL 3 accessibility to End Offices, IXCs, LECs, WSPs and NXXs which subtend that tandem(s). Connection of a trunk group from one Party to the other Party’s End Office(s) will provide the connecting Party accessibility only to the NXXs served by that individual End Office(s) to which the connecting Party interconnects. Direct End Office Trunk groups that connect the Parties End Office(s) shall provide the Parties accessibility only to the NXXs that are served by that End Office(s).</u></p>	<p>(a) Yes. Level 3 believes that adoption of its proposed language will provide clarity on the duties and roles of the Parties in the interim period between the arbitration and the submission of an agreement incorporating the commission’s final determinations.</p> <p>(b) It is far more efficient and effective to allow Level 3 to exchange its OET Traffic with SBC at any switch to which Level 3 and SBC have interconnected. Further, under the unambiguous requirements of the Act, SBC is obligated pursuant to Section 251 (c)(2)(B) to provide Level 3 with interconnection “at any technically feasible point within its network”. This section gives</p>	<p>(a) No. It is SBC’s position that Level 3 should establish interconnection trunks to every SBC tandem switch in the LATA for SBC Midwest or every tandem switch in the local exchange area for SBC Southwest. SBC should not be required to route Level 3 end user traffic through two switches in its network, or to aggregate such traffic at only one tandem switch. Such a practice reduces network efficiency and increases the risk of tandem exhaust.</p> <p>(b) Yes. SBC should not be required to route Level 3 end user traffic through two switches in its network, or to aggregate such traffic at only one tandem switch. Such a practice reduces network efficiency.</p>

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		<p>SBC Issue (a): Should SBC be required to double tandem switch calls to/from Level 3?</p> <p>Level 3 Issue (b): Should SBC End Office(s) provide Level 3 accessibility only to the NXXs that are served by that End Office?</p>		<p>the requesting carrier, Level 3, the right to choose where and how the interconnection will take place. The ILEC, in turn, must provide the facilities and equipment for interconnection at that point.</p>	<p>Level 3's language is vague, insofar as it does not identify what the relevant terms and conditions from the ITR Appendix it believes ought to be referenced. This is an invitation for further disputes. Indeed, SBC is not aware of any section in ITR with similar terms and conditions.</p> <p>Moreover, where practical, SBC believes that it is more sensible to include the actual language that will govern the parties' relationship with respect to OET than to reference sections from another Appendix that addresses a different product or service.</p>
<p>OET 9 (§ 5.1)</p>		<p>Level 3 Issue: Should Level 3 and SBC exchange all types of Telecommunications Traffic over the interconnection trunks?</p> <p>SBC Issue:</p>	<p>5.1 The compensation arrangement for <i>Section 251 (b)(5) and ISP-Bound Traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u></i> exchanged between the Parties shall be as set forth in the Intercarrier Compensation Appendix of this Agreement.</p>	<p>The Agreement should not be limited in the manner suggested by SBC. SBC's proposed classifications mischaracterize the types of traffic that is exchanged between the parties, including SBC's newly crafted (and legally undefined) term</p>	<p>It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC's definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic than Level 3's</p>

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		Should the OET Appendix govern the exchange of "Telecommunications Traffic and IP-Enabled Services Traffic" or "Section 251 (b)(5) Traffic and ISP-Bound Traffic"?		"Section 251(b)(5) Traffic". Level 3 would propose that the characterization of traffic types follow the definitions set forth in the federal Communications Act.	proposal. SBC proposes to define the types of traffic addressed by Appendix Out of Exchange Traffic with more specificity than merely "telecommunications traffic." This Appendix should clearly identify the type of traffic to which it applies in order to avoid later disputes For a discussion of SBC's opposition to the term "IP-enabled traffic," see <i>inter alia</i> its discussion of Section 3.2 <i>et seq.</i> of the IC Appendix.
OET 10 (§ § 6.0-6.3)		Should the OET Appendix include terms detailing the compensation due each other for exchanging Transit Traffic?	<p><u>6. TRANSIT TRAFFIC COMPENSATION</u> <i>INTENTIONALLY LEFT BLANK</i></p> <p><u>6.1 The terms and conditions for Transit Traffic exchanged between the Parties shall be as set forth in this Agreement.</u></p> <p><u>6.2 In SBC SOUTHWEST REGION 5-STATE the transiting rate is outlined in Appendix Pricing as Transiting-Out of Region.</u></p> <p><u>6.3 In the SBC MIDWEST REGION 5-STATE, SBC CALIFORNIA and SBC NEVADA the transiting rate is outlined in Appendix Pricing as Transiting Service.</u></p>	The agreement should contain the terms and conditions governing Transit Traffic. Section 251(a)(1) of the Federal Act requires every telecommunications carrier, including SBC, to interconnect directly or indirectly with each other telecommunications carrier. Transit Traffic would constitute such interconnection. It is also	No. It is SBC's position that this issue is not arbitrable because neither Section 251, nor any other provision of the Act, requires ILECs to provide transit service. Pursuant to the Fifth Circuit's recent decision in <i>Coserv LLC v. Southwestern Bell Telephone Co.</i> , 350 F.3d 482 (5 th Cir. 2003) ("Coserv"), non-251(b) and (c) items are not

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				<p>far more efficient to utilize the currently existing interconnection facilities between SBC and the numerous RLEC, ILEC and CLEC carriers in the service area. Forcing Level 3 to build out additional interconnection trunks to each other carrier to whom traffic may flow is overly costly and inefficient. Also, SBC is fully reimbursed for all expenses associated with Transit Traffic, including a reasonable profit.</p>	<p>arbitrable, unless both parties voluntarily consent to the negotiation/arbitration of such items, which SBC has not done.</p>
<p>OET 11 (§ § 9-9.1, 9.3, 9.7)</p>		<p>Level 3 Issue (a): Should Level 3 and SBC exchange all types of Telecommunications and IP-Enabled Traffic over the interconnection trunks?</p> <p>SBC Issue (a): Should the OET Appendix govern the exchange of "Telecommunications Traffic and IP-Enabled</p>	<p><u>9. INTERLATA SECTION 251 (B)(5) AND ISP-BOUND TRAFFIC TELECOMMUNICATIONS TRAFFIC AND IP-ENABLED TRAFFIC</u></p> <p><u>9.1 SBC-13STATE</u> will exchange InterLATA <i>Section 251 (b)(5) and ISP-Bound</i> traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u> with <u>LEVEL 3</u> that is covered by an FCC approved or court ordered InterLATA boundary waiver. <u>SBC-13STATE</u> will exchange such traffic using two-way <i>direct final</i> trunk groups (i) via a facility to <u>LEVEL 3</u>'s POI in the originating LATA, or (ii) via a facility meet point arrangement at or near the exchange area boundary ("EAB"), or (iii) via a mutually agreed to meet point facility within the <u>SBC-13STATE</u> exchange area covered under such InterLATA waiver. If the exchange where the traffic is terminating is not an</p>	<p>(a) The Agreement should not be limited in the manner suggested by SBC. SBC's proposed classifications mischaracterize the types of traffic that is exchanged between the parties, including SBC's newly crafted (and legally undefined) term "Section 251(b)(5) Traffic". Level 3 would propose that the characterization of traffic types follow the definitions set forth in the federal Communications Act.</p>	<p>(a) It is important to clearly define each type of traffic so that the parties can accurately route and be compensated for carrying such traffic. SBC's definition is derived from section 251(b)(5) of the Act and more clearly defines the type of traffic than Level 3's proposal.</p> <p>SBC proposes to define the types of traffic addressed by Appendix Out of Exchange Traffic with more specificity than merely</p>

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		<p>Services Traffic," or "Section 251 (b)(5) Traffic, and ISP-Bound Traffic"?</p> <p>(b) Should SBC be allowed to use a two-way direct final trunk group to exchange traffic with Level 3?</p>	<p><u>SBC-13STATE</u> exchange, SBC Region shall exchange such traffic using a two-way <i>direct final</i> trunk group (i) via a facility to <u>LEVEL 3</u>'s POI within the originating LATA or (ii) via a mutually agreed to facility meet point arrangement at or near the EAB. <u>SBC-13STATE</u> will not provision or be responsible for facilities located outside of <u>SBC-13STATE</u> exchange areas.</p> <p>.....</p> <p>9.3 LEVEL 3 must provide <u>SBC-13STATE</u> a separate ACTL and Local Routing Number (LRN) specific to each InterLATA <i>Section 251 (b)(5) and ISP-Bound</i> local calling arrangement covered by an FCC approved or court ordered InterLATA boundary waiver.</p> <p>.....</p> <p>9.7 The compensation arrangement for InterLATA <i>Section 251 (b)(5) and ISP Bound Traffic <u>Telecommunications Traffic and IP-Enabled Traffic</u></i> shall be governed by the compensation terms and conditions for <i>Section 251 (b)(5) and ISP Bound <u>Telecommunications Traffic and IP-Enabled Traffic</u></i> Calls in Intercarrier Compensation Appendix in this Agreement.</p>	<p>(b) No. Level 3 disagrees with the position that telecommunications and IP-Enabled Traffic will need to alternate route, thus obviating the need to include SBC's proposed language. This traffic should route exactly as all other local traffic routes.</p>	<p>"telecommunications traffic." This Appendix should clearly identify the type of traffic to which it applies in order to avoid later disputes.</p> <p>For a discussion of SBC's opposition to the term "IP-enabled traffic," see <i>inter alia</i> its discussion of Section 3.2 <i>et seq.</i> of the IC Appendix.</p> <p>(b) Yes. Currently, when SBC routes its own InterLATA Section 251(b)(5) and ISP Bound Traffic, SBC establishes a two-way DF trunk group. SBC believes Level 3 should follow the same practice.</p>
OET 11 (§ 9.2)		<p>Should the Agreement require the Parties to use a two-way direct final trunk groups to exchange traffic with Level 3?</p>	<p><i>9.2 The Parties agree that the associated traffic from each <u>SBC-13STATE</u> End Office will not alternate route.</i></p>	<p>No. Level 3 disagrees that telecommunications and IP-Enabled Traffic will not alternate route, thus obviating the need for SBC's proposed traffic. This traffic should route exactly as all</p>	<p>Yes. Currently, when SBC routes its own InterLATA Section 251(b)(5) and ISP Bound Traffic, SBC establishes a two-way DF trunk group. SBC believes Level 3 should follow the same</p>

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				other local traffic routes.	practice.