

533 While the focus of the discussion in the *ISP Remand Order* and the *NPRM* is the
534 appropriate treatment of ISP-bound traffic, the FCC's observations concerning market
535 distortions are applicable here with regard to any carrier's attempt to apply bill and keep
536 in a manner inconsistent with the FCC's rules.

537 **Q. DOESN'T THE *NPRM* YOU REFER TO DISCUSS THE FCC'S DESIRE TO**
538 **PURSUE BILL AND KEEP FOR INTER-CARRIER COMPENSATION?**

539 **A.** Yes, it does. And indeed, AT&T has supported bill and keep in the FCC's intercarrier
540 compensation docket, as a way to eliminate arbitrage *as part of a comprehensive*
541 *program of reform that ensures that carriers will recover their costs.* There is a critically
542 important distinction, though, between what the FCC seeks to do in the future, and what
543 AT&T advocates for the future as part of a comprehensive program of reform, versus the
544 *current* reciprocal compensation regime under which all carriers must operate *today.* If
545 Sprint were allowed to apply bill and keep today for all of its traffic that would otherwise
546 be subject to reciprocal compensation, it would gain an unfair competitive advantage
547 with respect to all other carriers that exchange traffic that is *not* roughly in balance with
548 other providers. If and when the FCC determines that traffic should be exchanged under
549 a bill and keep regime, the FCC will likely implement a transition period, as well as issue
550 guidelines to ensure that all carriers transition in a similar manner at the same time, in
551 order to prevent any carrier from gaining an unfair advantage over its competitors. To
552 allow just one carrier to implement a unique regime – bill and keep for its local traffic
553 regardless of currently established balance-of-traffic guidelines – would be to allow that
554 carrier to operate on an uneven playing field with respect to its competitors.

555 Q. **WOULD THE PORTING OF THE KENTUCKY BILL AND KEEP**
556 **ARRANGEMENT TO ILLINOIS RESULT IN AN UNFAIR ADVANTAGE FOR**
557 **SPRINT?**

558 A. Yes, it would. Based upon recent traffic studies conducted by AT&T, Sprint currently
559 sends more local wireline and local wireless traffic to AT&T Illinois than AT&T Illinois
560 sends to Sprint. This imbalance is for all of the Sprint entities collectively, and – if the
561 bill and keep provision in the Kentucky ICA could be ported to Illinois – would give
562 Sprint a free ride on AT&T’s network for every minute of traffic that AT&T Illinois
563 terminates for Sprint that is in excess of the minutes of traffic that Sprint terminates for
564 AT&T Illinois.

565 Q. **PLEASE DESCRIBE AT&T’S TRAFFIC STUDY.**

566 A. The study looked at all originating and terminating local traffic exchanged between the
567 Sprint entities, including Nextel affiliates, and AT&T Illinois. The study looked at
568 monthly traffic levels, on a Minute of Use (“MOU”) basis, from January 2007 through
569 December 2007. The study did not include long distance traffic, nor did it include any
570 transit traffic originated by Sprint or terminated to Sprint. Rather, the study focused
571 solely on Section 251(b)(5) (local) traffic exchanged only between the parties.

572 Q. **CAN YOU QUANTIFY THE FINANCIAL IMPACT IF SPRINT WERE**
573 **ALLOWED TO APPLY BILL AND KEEP TO THIS IMBALANCED TRAFFIC?**

574 A. Yes. Exhibit JSM-4 shows the results of AT&T’s traffic study for Illinois. As you can
575 see on the exhibit, of the total reciprocal compensation-eligible traffic that AT&T Illinois
576 and Sprint exchange, Sprint originates *****START CONFIDENTIAL***** *****END**
577 **CONFIDENTIAL***** and AT&T Illinois originates *****START**
578 **CONFIDENTIAL***** ***** END CONFIDENTIAL*****. As a result of that
579 imbalance, the annual financial impact if Sprint were allowed to apply bill and keep to

580 the local traffic it exchanges with AT&T Illinois would be, as also shown on that exhibit,
581 slightly more than *****START CONFIDENTIAL*** \$ *** END**
582 **CONFIDENTIAL*****. (In the top table on the exhibit, see the cell showing Bill and
583 Keep/All Sprint Entities.) That means that AT&T would incur about *****START**
584 **CONFIDENTIAL*** \$ *** END CONFIDENTIAL***** each year in costs to
585 terminate Sprint's *additional, out of balance* local traffic in Illinois, and Sprint would not
586 have to reimburse AT&T for the use of its network in the transport and termination of
587 this traffic.

588 **Q. SO IS AT&T OPPOSING SPRINT'S REQUEST TO PORT THE BILL AND**
589 **KEEP PROVISIONS SIMPLY OVER THAT AMOUNT?**

590 **A.** No, there's much more to it than that. Sprint is seeking the same bill and keep
591 arrangement in all 13 states in the legacy AT&T ILEC region. AT&T's study shows that,
592 if Sprint were to prevail in its efforts to apply bill and keep in AT&T's legacy 13 state
593 territory, AT&T's losses in cost-recovery for the termination of that out of balance traffic
594 would exceed *****START CONFIDENTIAL*** \$ *** END**
595 **CONFIDENTIAL***** per year. This is reflected on Exhibit JSM-5, which shows the
596 results of AT&T's study in the aggregate across the 13-state legacy AT&T ILEC region.
597 In addition, one would expect other carriers to try and follow Sprint's lead; all would
598 seek to benefit in the same manner – that is, by not having to pay AT&T terminating
599 costs for local traffic. Thus, the financial impact vis-à-vis Sprint could be just the tip of
600 the iceberg.

601 **Q. IS THERE ANY REASON TO BELIEVE THAT SPRINT IS INTENTIONALLY**
602 **TRYING TO TAKE ADVANTAGE OF MERGER COMMITMENT 7.1 IN**
603 **ORDER TO ACHIEVE THE ARBITRAGE YOU HAVE DESCRIBED?**

604 A. Yes. The circumstances surrounding Sprint's invocation of the merger commitment
605 suggest that Sprint's purpose was not to reduce its transaction costs related to negotiating
606 an interconnection agreement – and recall that that is the purpose of the merger
607 commitment – but instead was to gain a substantive economic advantage that has nothing
608 to do with reducing transaction costs.

609 **Q. WHAT WERE THE CIRCUMSTANCES?**

610 A. In 2004, Sprint and BellSouth started to negotiate replacement interconnection
611 agreements for the nine former BellSouth states – *i.e.*, replacements for the Kentucky
612 ICA and its counterparts in the other eight BellSouth states. As of late December, 2006,
613 Sprint and AT&T, after two and a half years of intensive negotiation – negotiations that
614 occupied thousands of hours of time of the parties' CLEC and CMRS negotiators,
615 lawyers and subject matter experts – had reached an agreement in principle. While a few
616 side issues remained, contract execution was anticipated in a matter of weeks, and the
617 parties agreed they had achieved a milestone.

618 On January 25, 2007, however, Sprint repudiated the agreement the parties had
619 reached and told AT&T it had to offer a “sweeter deal” if it wanted a negotiated
620 agreement. What precipitated this reversal? The recently announced merger
621 commitments, which Sprint told AT&T gave Sprint “leverage.”

622 Evidently, then, Sprint did not invoke the merger commitments in order to reduce
623 its transaction costs. On the contrary, Sprint walked away from the substantial
624 transaction costs it had already incurred and abandoned a negotiated agreement that
625 would have avoided arbitration in order to try to avail itself of the leverage it claimed to

626 have found in the merger commitments – an undertaking that has dramatically increased
627 both parties’ transaction costs.

628 **Q. WERE YOU INVOLVED IN THE DEALINGS BETWEEN SPRINT AND AT&T**
629 **THAT YOU JUST DESCRIBED?**

630 A. I was not. However, the information in my last answer was provided to me by an AT&T
631 employee who was at the center of the parties’ negotiations, and who has notes that show
632 that Sprint’s representative specifically told her the merger commitments gave Sprint
633 “leverage” and that AT&T needed to offer Sprint a “sweeter” deal if it wanted a
634 negotiated agreement.

635 **Q. YOU’VE TESTIFIED AT SOME LENGTH ABOUT THE POLICY REASONS**
636 **FOR NOT ALLOWING SPRINT TO PORT THE KENTUCKY BILL AND KEEP**
637 **PROVISION TO ILLINOIS. YOU ALSO SAID, THOUGH, THAT THE**
638 **PROVISION CANNOT BE PORTED BECAUSE IT IS A “STATE-SPECIFIC**
639 **PRICING PLAN” WITHIN THE MEANING OF MERGER COMMITMENT 7.1.**
640 **BUT IS BILL AND KEEP REALLY A PRICING PLAN?**

641 A. Certainly it is. It sets a price – zero – for the transport and termination of traffic by each
642 party. Indeed, the 1996 Act classifies bill and keep arrangements as a form of pricing
643 plan, as one of the “*Pricing Standards*” governed by Section 252(d). 47 U.S.C. § 252(d)
644 (emphasis added). Subsection (2) of that Section addresses “*Charges for transport and*
645 *termination of traffic.*”¹⁴ Subsection 252(d)(2)(A)(i) provides that such charges are to
646 “provide for the mutual and reciprocal recovery by each carrier of costs associated with
647 the transport and termination on each carrier’s network facilities of calls that originate on
648 the network facilities of the other carrier.”¹⁵ Subsection 252(d)(2)(B)(i) then adds that
649 the general provisions regarding reciprocal compensation charges do not preclude

¹⁴ *Id.* at § 252(d)(2) (emphasis added).

¹⁵ *Id.* at § 252(d)(2)(A)(i).

650 “arrangements that afford the mutual recovery of costs through the offsetting of
651 reciprocal obligations,” a category that “include[es] arrangements that waive mutual
652 recovery (*such as bill-and-keep arrangements*).”¹⁶ Thus, the 1996 Act recognizes that
653 bill and keep is simply one method to address “charges” for the “recovery of costs,” just
654 like any other pricing plan governed by the Act’s “Pricing Standards.”

655 **Q. HAS THE FCC SAID ANYTHING THAT INDICATES THAT IT SEES BILL**
656 **AND KEEP AS PRICING?**

657 A. Yes. The FCC’s *Local Competition Order* discusses at length how states may price for
658 transport and termination of Section 251(b)(5) traffic (*i.e.*, traffic subject to reciprocal
659 compensation under Section 251(b)(5) of the 1996 Act). The FCC’s discussion
660 concludes with this:

661 **(2) Pricing Rule**

662 **States have three options for establishing transport and termination**
663 **rate levels.** A state commission may conduct a thorough review of
664 economic studies prepared using the TELRIC-based methodology
665 Alternatively, the state may adopt a default price pursuant to the default
666 proxies outlined below. . . . **As a third alternative, in some**
667 **circumstances states may order a "bill and keep" arrangement, as**
668 **discussed below.**¹⁷

669 Thus, the FCC sees bill and keep as one of three options for establishing rate levels. In
670 other words, it is a price.

671 **Q. HAS THE ILLINOIS COMMERCE COMMISSION EVER SAID ANYTHING**
672 **THAT INDICATES IT SEES BILL AND KEEP AS PRICING?**

673 A. Yes. In the 2006 arbitration decision I quoted above, at lines 508-513, the Commission,
674 like the FCC in the language I just quoted, referred to “bill and keep as a means of setting
675 the reciprocal compensation rate.”

¹⁶ *Id.* at § 252(d)(2)(B)(i) (emphasis added).

¹⁷ *Local Competition Order* ¶ 1055 (emphasis added, footnote omitted).

676 Q. **EVEN IF THE BILL AND KEEP PROVISION IS A PRICING PLAN, WHAT**
677 **MAKES IT A “STATE-SPECIFIC” PRICING PLAN?**

678 A. First, the reciprocal compensation provisions in the 1996 Act and the FCC’s rules show
679 that bill and keep is inherently a state-specific pricing plan. The 1996 Act requires that
680 reciprocal compensation arrangements “provide for the mutual and reciprocal recovery”
681 of costs “by *each* carrier” and it contemplates bill and keep only as an arrangement to
682 “afford the *mutual* recovery of costs through the *offsetting* of *reciprocal* obligations.”¹⁸
683 The Act thus prevents a requesting carrier (or a state commission) from forcing an
684 incumbent LEC to participate in a highly unbalanced exchange of traffic where it does
685 not recover its costs and where the parties’ obligations are neither truly “reciprocal” nor
686 “offsetting.” Likewise, the FCC’s rules implementing the 1996 Act limit the imposition
687 of bill and keep to the context where “the state commission determines that the amount of
688 telecommunications traffic from one network to the other is roughly balanced with the
689 amount of telecommunications traffic flowing in the opposite direction, and is expected
690 to remain so.”¹⁹ Because a state may require bill-and-keep only for traffic that is
691 roughly balanced, bill-and-keep is *necessarily* a state-specific pricing arrangement.
692 Traffic that is balanced in one state may not be balanced in another. It is up to each state
693 to weigh the evidence.

694 Second, the language of the bill and keep provision in the Kentucky ICA shows
695 that the bill and keep arrangement was based on particular circumstances that pertained in
696 2001 in Kentucky – circumstances that do not pertain in Illinois today. Again, Section
697 6.1 provides:

¹⁸ 47 U.S.C. § 252(d)(2)(A)(i), (B)(1) (emphasis added).

¹⁹ 47 C.F.R. § 51.713(b).

698 Compensation for Call Transport and Termination for CLEC Local Traffic,
699 ISP-Bound Traffic and Wireless Local Traffic is the result of negotiation
700 and compromise between BellSouth, Sprint CLEC and Sprint PCS. The
701 Parties' agreement to establish a bill and keep compensation arrangement
702 was based upon extensive evaluation of costs incurred by each party for the
703 termination of traffic. Specifically, Sprint PCS provided BellSouth a
704 substantial cost study supporting its costs. As such the bill and keep
705 arrangement is contingent upon the agreement by all three Parties to adhere
706 to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another
707 interconnection arrangement with BellSouth pursuant to 252(i) of the Act
708 which calls for reciprocal compensation, the bill and keep arrangement
709 between BellSouth and the remaining Sprint entity shall be subject to
710 termination or renegotiation as deemed appropriate by BellSouth.

711 The parties have differing views on the precise circumstances surrounding BellSouth's
712 agreement to bill and keep with Sprint CLEC and Sprint PCS in 2001, so I will not
713 characterize or interpret the language in Section 6.1. It is obvious, though, from the
714 references to bill and keep being "based upon extensive evaluation of costs incurred by
715 each party for the termination of traffic" and to Sprint PCS having "provided BellSouth a
716 substantial cost study," and from the fact that BellSouth could terminate the bill and keep
717 arrangement if either Sprint entity opted out of the bill and keep arrangement, that this
718 was an arrangement for a particular time and place.

719 **Q. WAS THE TRAFFIC THAT BELLSOUTH AND SPRINT AGREED TO**
720 **EXCHANGE ON A BILL AND KEEP BASIS IN 2001 ROUGHLY BALANCED?**

721 A. It appears that it was. Exhibit JSM-6 is a contemporaneous internal BellSouth document
722 that summarized the parties' agreement. It says, **Billing between BST and Sprint**
723 **entities was balanced, each gave up billing the other ***START CONFIDENTIAL**
724 ***** ** END CONFIDENTIAL *** annually."**

725 **Q. SO TRAFFIC BALANCE WAS A CONSIDERATION FOR BELLSOUTH?**

726 A. It had to be: No rational company would agree to bill and keep without considering the
727 economic impact, and the economic impact depends on the extent to which the parties'

728 traffic is balanced. This underscores that what Sprint is now proposing is arbitrage,
729 because where Sprint's and AT&T Illinois' traffic is *not* balanced, Sprint would be
730 getting a free ride while AT&T picks up the tab.

731 **Q. STILL ON THE SUBJECT OF WHETHER THE BILL AND KEEP PROVISION**
732 **IS STATE-SPECIFIC, ISN'T IT TRUE THAT THE PROVISION WAS**
733 **NEGOTIATED FOR ALL NINE STATES IN THE FORMER BELL SOUTH**
734 **REGION, AND NOT JUST FOR KENTUCKY?**

735 A. That is correct, and Sprint has argued on that basis that the provision is not "state-
736 specific." That strikes me as a red herring. The fact that the bill and keep provision was
737 negotiated for multiple states may well mean the provision was not *state-unique*, but it
738 does not mean it was not *state-specific*. As an initial matter, those pricing arrangements
739 have been incorporated into individual state interconnection agreements that were
740 separately submitted to, reviewed by, and approved by individual states. Indeed, it is an
741 individual state agreement – the Kentucky ICA – that Sprint seeks to port. Consequently,
742 the pricing provisions at issue cannot be viewed as anything other than state-specific. It
743 does not matter that the pricing terms in the Kentucky ICA and the other eight BellSouth
744 agreements reflect considerations both within and outside of Kentucky. The principle
745 underlying the pricing carve-out in Merger Commitment 7.1 – that a price that makes
746 economic sense in one state may not make sense in certain others – applies with just as
747 much force to pricing that is intended for a specific group of states as it does to pricing
748 that is unique to a single state. And the fact that a price made economic sense in multiple
749 states served by BellSouth ILECs in 2001 does not mean it makes sense in Illinois today.

750 Q. **WHAT WOULD BE THE CONSEQUENCE IF SPRINT'S VIEW THAT "STATE-**
751 **SPECIFIC PRICING" SHOULD BE REDEFINED AS "STATE-UNIQUE**
752 **PRICING" WERE TO PREVAIL?**

753 A. It would discourage AT&T from the efficient practice of negotiating agreements for
754 multiple states at once. For under Sprint's view, the pricing plans in those agreements
755 could then be ported to other states where they would be uneconomic. Sprint's approach
756 would discourage negotiations at any level other than on a grueling state by state by state
757 basis.

758 Q. **AT THE BEGINNING OF YOUR TESTIMONY ON BILL AND KEEP, YOU**
759 **SAID THAT AN ADDITIONAL REASON FOR DISALLOWING THE PORT IS**
760 **THAT IF THE BILL AND KEEP PROVISION WERE PORTED TO ILLINOIS,**
761 **IT WOULD COST AT&T ILLINOIS MORE TO PROVIDE THE RESULTING**
762 **ICA TO SPRINT THAN IT COSTS AT&T KENTUCKY TO PROVIDE THE**
763 **KENTUCKY ICA TO SPRINT CLEC AND SPRINT PCS IN KENTUCKY, IN**
764 **VIOLATION OF AN APPLICABLE FCC RULE. PLEASE EXPLAIN.**

765 A. The starting point is Section 252(i) of the 1996 Act, which requires incumbent LECs to
766 make available to any requesting carrier any interconnection agreement to which it is a
767 party.²⁰ The FCC has ruled that that obligation

768 shall not apply where the incumbent LEC proves to the state commission
769 that . . . [t]he costs of providing a particular agreement to the requesting
770 telecommunications carrier are greater than the costs of providing it to the
771 telecommunications carrier that originally negotiated the agreement.

772 47 C.F.R. § 51.809(b). The rationale of Rule 809(b) is obvious: A provision that
773 generally allows requesting carriers to adopt an existing agreement, rather than
774 negotiating and arbitrating an agreement of their own, cannot properly be applied to
775 contracts that, if adopted, would impose costs on the ILEC in excess of the costs the
776 ILEC incurs to perform the original agreement.

²⁰ See n. 3 above.

777 Q. **HOW DOES THAT APPLY HERE?**

778 A. If Sprint were allowed to port the Kentucky bill and keep provision to Illinois, it would
779 cost more for AT&T Illinois to provide the ICA to Sprint than it costs AT&T Kentucky
780 to provide the ICA to Sprint CLEC and Sprint PCS in Kentucky. The differential is
781 shown on Exhibit JSM-4. There, you can see that the bill and keep arrangement in
782 Kentucky currently costs AT&T Kentucky approximately *****START**
783 **CONFIDENTIAL*** \$ ***END CONFIDENTIAL*****, while the same
784 arrangement would cost AT&T Illinois *****START CONFIDENTIAL*** \$**
785 *****END CONFIDENTIAL*****.

786 Q. **BUT FCC RULE 809(b) DOESN'T APPLY TO THE MERGER COMMITMENT,**
787 **DOES IT?**

788 A. It is true that Rule 809(b) was promulgated in connection with Section 252(i), and not in
789 connection with the merger commitment. But it stands to reason that Merger
790 Commitment 7.1 was not intended to nullify the limitation Rule 809(b) imposes on
791 interconnection agreement adoptions. Indeed, to read the merger commitment otherwise
792 would result in the absurd situation in which a carrier in Florida, for example, could port
793 an interconnection agreement approved in Illinois even though a carrier in Illinois could
794 not adopt the same Illinois agreement under Section 252(i). Alternatively, this reading
795 could eviscerate Rule 809(b) altogether – even for in-state adoptions – by permitting
796 carriers to end-run around that rule through a two-step process. For example, a carrier in
797 Florida with an affiliate in Illinois could obtain a Florida agreement not available for
798 adoption in Florida under Rule 809(b) by having its Illinois affiliate port the agreement
799 from Florida and by then porting the agreement back to Florida, thereby accomplishing

800 through two steps what FCC rules prohibit it from accomplishing in one step. Merger
801 Commitment 7.1 should not be read to allow such absurd results.

802 **Q. CAN THIS COMMISSION EXTEND THE FCC'S RULE TO THE MERGER**
803 **COMMITMENT?**

804 **A.** AT&T Illinois is not asking the Commission to do anything to the FCC's Rule. It is
805 merely a matter of applying the principle of that rule in the merger commitment context.
806 And, in fact, AT&T has asked the FCC to declare that the principles of Rule 809(b) apply
807 to the merger commitment, and AT&T Illinois asked this Commission to await the FCC's
808 decision. If the Commission cannot do that, or is not willing to do that, it must do its best
809 to anticipate what the FCC will do. As a matter of simple common sense, a carrier
810 should not be allowed to port an interconnection agreement under Merger Commitment
811 7.1 that it would not be permitted to adopt under Section 252(i), and it is reasonable to
812 expect the FCC to reach that conclusion. Accordingly, this Commission should do so as
813 well.

814 **Q. ASSUMING THE COMMISSION AGREES WITH AT&T THAT SECTION 6.1**
815 **OF ATTACHMENT 3 OF THE KENTUCKY ICA CANNOT BE PORTED TO**
816 **ILLINOIS, WHAT WOULD BE SUBSTITUTED FOR SECTION 6.1?**

817 **A.** In the redlined version of Attachment 3, AT&T has inserted standard Illinois reciprocal
818 compensation provisions that address all pertinent aspects of reciprocal compensation.
819 Those provisions appear as inserted Sections 6.1 through 6.15. If Sprint has any
820 objections to those provisions – other than its objection that the bill and keep provision in
821 the Kentucky ICA should be ported – I am not aware of them.²¹

²¹ I separately discuss Section 6.15 below, at line 1130.

822 **VIII. FACILITY PRICE SHARING**

823 **Q. WHAT IS THE “SHARED FACILITY FACTOR”?**

824 A. As this Commission has recognized,²² each party to an interconnection is financially
825 responsible for the cost of delivering its originated local traffic to the Point of
826 Interconnection (“POI”) with the other carrier. Each party may elect to provision its own
827 facilities and shoulder those costs as it incurs them; or the parties may agree to use the
828 same facilities for the exchange of their traffic, and then apportion the costs based upon
829 each party’s use of the facilities. A “Shared Facility Factor” (“SFF”) is used in some
830 ICAs to allocate the costs of two-way multi-use Interconnection Facilities between
831 AT&T and a wireless service provider, based on each carrier’s proportionate use of the
832 facility. The SFF is equal to the amount of Section 251(b)(5) traffic (*i.e.*, reciprocal
833 compensation traffic) originated on AT&T’s network in the state compared to the amount
834 of all traffic exchanged between the parties over the interconnection facilities in the state.

835 **Q. WHAT OTHER TYPES OF TRAFFIC TRAVERSE THE AT&T – SPRINT**
836 **WIRELESS INTERCONNECTION FACILITIES IN ADDITION TO SECTION**
837 **251(b)(5) TRAFFIC?**

838 A. In addition to the Section 251(b)(5) traffic that is originated by AT&T and sent to Sprint,
839 there is traffic that AT&T hands off to Sprint that is not originated by AT&T. This
840 traffic, called transit traffic, is originated by a third-party carrier whose end user customer
841 desires to call a Sprint end user customer. If the third-party carrier and Sprint do not have
842 a direct interconnection between them, AT&T can transport the third party carrier’s
843 traffic to Sprint over the AT&T/Sprint interconnection. Likewise, when Sprint originates

²² See Arbitration Decision, Docket No. 04-0469, *MCI Metro Access Transmission Services, Inc., MCI WorldCom Communications, Inc., and Intermedia Communications, Inc. Petition for Arbitration of Interconnection Rates, Terms and Conditions, and Related Arrangements with Illinois Bell Tel. Co. Pursuant to Section 251(b)(5) of the Telecommunications Act of 1996* (Nov. 30, 2004) (“*MCI Arbitration Decision*”), at p. 79.

844 a call to a third-party carrier that is not directly interconnected with Sprint, AT&T will
845 accept that traffic from Sprint and transport it to the terminating third-party carrier.
846 Because this transit traffic is exchanged between Sprint and a third-party carrier, Sprint
847 (and the third-party carrier) must work out the application of intercarrier compensation
848 for those calls.

849 The interconnection facilities between AT&T and Sprint also carry interexchange
850 carrier ("IXC") traffic terminating to Sprint as well as IXC traffic originated by Sprint
851 handed to AT&T for delivery to an IXC. Just as with transit traffic, the financial
852 relationship for intercarrier compensation on IXC-carried calls lies between Sprint and
853 the IXC, not between Sprint and AT&T.

854 **Q. WHY IS TRANSIT TRAFFIC NOT INCLUDED IN AT&T'S PORTION OF THE**
855 **SHARED FACILITY FACTOR?**

856 **A.** Because the traffic is of no benefit to AT&T, as AT&T's end users neither originate nor
857 receive the calls. AT&T's transit service is a conduit for Sprint to send and receive
858 traffic it exchanges *with other carriers*. Furthermore, Sprint has the ability to recover its
859 termination costs directly from the originating carriers of such traffic via reciprocal
860 compensation. As AT&T is not a cost-causer for transit traffic, AT&T is not obligated to
861 pay for that portion of transit traffic that traverses the AT&T-Sprint interconnection
862 facilities.

863 **Q. WHAT ARE THE ACTUAL SHARED FACILITY FACTOR PROPORTIONS**
864 **EXCHANGED BETWEEN AT&T AND THE SPRINT WIRELESS ENTITIES IN**
865 **ILLINOIS?**

866 **A.** In reviewing the data on Exhibit JSM-4 for calendar-year 2007, traffic between AT&T
867 and the three wireless entities currently operating in Illinois is as follows: *****START**
868 **CONFIDENTIAL *****

- 869 • Sprint PCS = AT&T =
- 870 • Nextel = AT&T =
- 871 • NPCR = AT&T = ***** END CONFIDENTIAL *****

872 These figures show the proportion of traffic for which each carrier is responsible
873 for purposes of assigning facilities costs. As shown above, Sprint PCS is financially
874 responsible for *****START CONFIDENTIAL *** *** END CONFIDENTIAL**
875 ******* of all traffic that traverses the Sprint PCS – AT&T interconnection facilities. As
876 such, the Shared Facility Factor would be *****START CONFIDENTIAL *** *****
877 **END CONFIDENTIAL *****. Likewise, the individual Shared Facility Factors for
878 Nextel and NPCR would reflect their appropriate financial responsibility for the cost of
879 the interconnection facilities between those carriers and AT&T, respectively.

880 **Q. WHAT TERMS OF THE KENTUCKY ICA GOVERN ALLOCATION OF THE**
881 **PRICE OF INTERCONNECTION FACILITIES?**

882 A. In the Kentucky ICA, the SFF is addressed in Attachment 3. Specifically, Section 2.3.2
883 of that Attachment states that “[t]he cost of the interconnection facilities between
884 BellSouth and Sprint PCS switches within BellSouth’s service area shall be shared on an
885 equal basis.” This means a Shared Facility Factor of 50/50 equates to a price for the
886 facility, for each party, to be 50% of the total cost of that facility.

887 **Q. WHAT IS AT&T’S POSITION CONCERNING SECTION 2.3.2?**

888 A. Like Section 6.1, Section 2.3.2 cannot be ported to Illinois pursuant to Merger
889 Commitment 7.1, and for the same basic reasons. First, it is a “state-specific pricing
890 plan” within the meaning of the merger commitment. Second, if the provision were
891 ported to Illinois, it would cost AT&T Illinois more to provide the resulting ICA to Sprint
892 than it costs AT&T Kentucky to provide the Kentucky ICA to Sprint CLEC and Sprint

893 PCS in Kentucky, in violation of an applicable FCC rule. Third, as a policy matter,
894 Sprint would enjoy an unwarranted economic windfall, at AT&T's expense and contrary
895 to the intent of the merger commitment, if Sprint were allowed to port the facility price
896 sharing provision to Illinois.

897 **Q. PLEASE ELABORATE ON THE POLICY CONCERN.**

898 A. The price sharing arrangement in the Kentucky ICA is not reflective of the true
899 proportion of traffic for which each party is responsible in Illinois. If Sprint's use of
900 shared facilities is approximately *****START CONFIDENTIAL ***** *****END**
901 **CONFIDENTIAL***** while AT&T Illinois' is approximately *****START**
902 **CONFIDENTIAL ***** ***** END CONFIDENTIAL*****, it is obviously inequitable
903 for Sprint to bear only 50% of the cost. Moreover, such a disconnect between cost-
904 causation and cost-bearing will tend to promote uneconomic behavior – in this instance,
905 over-use of the facilities by Sprint. Exhibit JSM-4 quantifies the inequity. With an
906 inappropriate 50/50 sharing of the price of the facilities, Sprint would improperly enjoy
907 an arbitrage benefit of *****START CONFIDENTIAL***** \$ *****END**
908 **CONFIDENTIAL***** at AT&T Illinois' expense.

909 **Q. EXPLAIN YOUR STATEMENT THAT SECTION 2.3.2 IS A STATE-SPECIFIC**
910 **PRICING PLAN.**

911 A. A facility price sharing arrangement, no less than bill and keep, is state-specific pricing.
912 The arrangement is, like bill and keep, a formula for determining the price each party
913 pays for interconnection facilities. Indeed, it would be completely antithetical to the
914 purpose of Merger Commitment 7.1 to treat facility pricing arrangements as anything
915 other than state-specific pricing. Imposing a 50/50 price sharing arrangement for
916 facilities that are not in fact shared 50/50 would necessarily yield economically irrational

917 and inefficient pricing. Surely Merger Commitment 7.1 was not intended to require such
918 absurd results.

919 **Q. ISN'T THE 50/50 PRICE SHARING ARRANGEMENT IN THE KENTUCKY ICA**
920 **A RATIO RATHER THAN A "PRICE"?**

921 **A.** In the case of wireless interconnection facilities, any distinction between ratio and a price
922 is meaningless. In fact, the ratio dictates precisely how much each party must pay, and it
923 is therefore tantamount to a price. The Merriam-Webster on-line dictionary defines a
924 "price" as "the amount of money given or set as consideration for the sale of a specified
925 thing."²³ In the case of wireless interconnection facilities, the SFF is simply a quantity
926 that is part of the calculation of the total price charged for a carrier's use of that facility.

927 **Q. PLEASE EXPLAIN YOUR EARLIER STATEMENT THAT IF SECTION 2.3.2**
928 **WERE PORTED TO ILLINOIS, IT WOULD COST AT&T ILLINOIS MORE TO**
929 **PROVIDE THE RESULTING ICA TO SPRINT THAN IT COSTS AT&T**
930 **KENTUCKY TO PROVIDE THE KENTUCKY ICA TO SPRINT CLEC AND**
931 **SPRINT PCS IN KENTUCKY.**

932 **A.** This is essentially the same point I made above in the context of bill and keep. Under
933 FCC Rule 809(b), an interconnection agreement cannot be adopted if the cost of
934 providing the agreement to the requesting carrier would be greater than the cost of
935 providing the agreement to the carrier that originally negotiated the agreement. The
936 rationale for that Rule applies in the porting context at least as clearly as it does in the in-
937 state adoption context, so the same principle should apply here.

²³ <http://www.merriam-webster.com/dictionary/price>

938 Q. IF SECTION 2.3.2 WERE INCLUDED IN THE PORTED AGREEMENT, IN
939 WHAT SENSE WOULD IT COST AT&T ILLINOIS MORE TO PROVIDE THE
940 PORTED ICA TO THE SPRINT COMPLAINANTS THAN IT COSTS AT&T
941 KENTUCKY TO PROVIDE THE AGREEMENT TO SPRINT CLEC AND
942 SPRINT PCS IN KENTUCKY?

943 A. The answer is on Exhibit JSM-4. There, you can see that given current traffic flows in
944 Kentucky, the facility price sharing arrangement in Kentucky costs AT&T Kentucky
945 approximately *****START CONFIDENTIAL*** \$ ***END**
946 **CONFIDENTIAL*****, while the same arrangement would cost AT&T Illinois
947 *****START CONFIDENTIAL*** \$ ***END CONFIDENTIAL*****. So, the
948 incremental cost is about *****START CONFIDENTIAL*** \$ ***END**
949 **CONFIDENTIAL*****.

950 Q. ASSUMING THE COMMISSION AGREES WITH AT&T THAT SECTION 2.3.2
951 OF ATTACHMENT 3 OF THE KENTUCKY ICA CANNOT BE PORTED TO
952 ILLINOIS, WHAT WOULD BE SUBSTITUTED FOR THAT PROVISION?

953 A. In the redlined version of Attachment 3, AT&T has inserted the word "proportional" in
954 Section 2.3.2 in place of the word "equal."

955 **IX. ONLY ONE CMRS PROVIDER IS ELIGIBLE FOR THE PORT**

956 Q. IN SECTION IV OF YOUR TESTIMONY, WHERE YOU GAVE A BRIEF
957 HISTORY OF SPRINT'S PORTING REQUEST, YOU SAID THAT AT&T
958 RESPONDED TO SPRINT'S REQUEST WITH A LETTER THAT STATED THE
959 KENTUCKY ICA COULD BE PORTED ONLY BY ONE CLEC AND ONE
960 CMRS PROVIDER, AND NOT BY ALL THE COMPLAINANTS IN THIS
961 PROCEEDING. IS AT&T STILL INSISTING THAT ONLY ONE CMRS
962 PROVIDER CAN PORT THE KENTUCKY ICA?

963 A. AT&T continues to believe that because the Kentucky ICA is a contract between an
964 ILEC (AT&T Kentucky), on the one hand, and one CLEC (Sprint CLEC) and one CMRS
965 provider (Sprint PCS), on the other hand, the ICA can be ported only by one CLEC and
966 one CMRS provider. As I said earlier, in order for the ICA to remain the same contract,
967 it must remain an arrangement between an ILEC and one CLEC and one CMRS provider.

968 That said, and for purposes of this proceeding only, AT&T Illinois urges the
969 Commission to require Sprint to designate one, and only one, of its CMRS affiliates to
970 join Sprint CLEC in the port *only* if the Commission resolves *either* the bill and keep
971 issue *or* the facility price sharing issue in favor of Sprint.

972 **Q. WHAT IS THE BASIS FOR THAT POSITION?**

973 A. As I have explained, the fundamental dollars and cents problem with allowing Sprint to
974 port the Kentucky bill and keep provision to Illinois is that the Sprint companies, in the
975 aggregate, deliver much more local traffic to AT&T Illinois for termination to its end
976 user customers than AT&T Illinois delivers to the Sprint companies for termination to
977 their end user customers. If you look at Exhibit JSM-4, in the chart that shows local
978 MOU data, you will see that the exchange of local traffic between AT&T Illinois and the
979 Sprint companies in the aggregate is out of balance – *****START CONFIDENTIAL*****
980 % to % *****END CONFIDENTIAL***** – and you will also see that the local traffic
981 that AT&T Illinois exchanges with each of the three Sprint CMRS provider
982 Complainants (Sprint PCS, Nextel and NPCR) individually is also out of balance –
983 though only slightly so in the case of Nextel. If the Commission were to reject AT&T
984 Illinois' position that the bill and keep provision in the Kentucky ICA cannot be ported to
985 Illinois, the aggregate imbalance would, as I have explained, give Sprint an economic
986 benefit at AT&T Illinois' expense *and* each individual Sprint CMRS provider would
987 contribute to that distortion. To at least reduce the distortion, the Commission should, in
988 that event, require Sprint to designate one Sprint CMRS provider to join Sprint CLEC in
989 the port.

990 Q. YOU JUST ADDRESSED THE BILL AND KEEP ASPECT OF AT&T ILLINOIS'
991 ALTERNATIVE ARGUMENT. WHAT ABOUT THE FACILITY PRICE
992 SHARING ASPECT?

993 A. The same principles apply. The fundamental dollars and cents problem with allowing
994 Sprint to port the Kentucky facility price sharing provision to Illinois is that the Sprint
995 companies, in the aggregate, make much heavier use of the shared interconnection
996 facilities than AT&T Illinois does. In Exhibit JSM-4, the two columns at the extreme
997 right of the chart on the bottom of the page show that the Sprint companies in the
998 aggregate make much heavier use of the shared facilities than AT&T Illinois does, and
999 also shows that each of the three Sprint CMRS provider Complainants contributes to that
1000 imbalance. If the Commission were to reject AT&T Illinois' position that the facility
1001 sharing provision in the Kentucky ICA cannot be ported to Illinois, the aggregate
1002 imbalance would, as I have explained, give Sprint an economic benefit at AT&T Illinois'
1003 expense *and* each individual Sprint CMRS provider would contribute to that distortion.
1004 So, again, the Commission should, in that event, require Sprint to designate one Sprint
1005 CMRS provider to join Sprint CLEC in the port, and thereby reduce the distortion.

1006 X. ADDITIONAL MODIFICATIONS TO ATTACHMENT 3

1007 Q. WHAT WILL YOU DISCUSS IN THIS SECTION OF YOUR TESTIMONY?

1008 A. I will address several additional modifications that AT&T needed to make to Attachment
1009 3 of the Kentucky ICA for purposes of the port to Illinois.

1010 *Sections 2.3.4 and 6.19 – PLUs vs. Actuals*

1011
1012 Q. WHAT DOES SECTION 2.3.4 OF THE KENTUCKY ICA PROVIDE?

1013 A. It states that BellSouth (now AT&T Kentucky) and Sprint PCS "will use an auditable
1014 Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless

1015 traffic is Local or Nonlocal. The Wireless PLU factor will be used for wireless traffic
1016 delivered by either party for termination on the other party's network."

1017 **Q. WHAT CHANGE HAD TO BE MADE TO SECTION 2.3.4?**

1018 A. It had to be deleted.

1019 **Q. WHY?**

1020 A. In Illinois, AT&T does not use a PLU factor for determining whether wireless traffic is
1021 local or non-local. Consequently, the OSS AT&T Illinois uses for billing is not equipped
1022 to generate bills based on PLU factors. Section 2.3.4 had to be deleted based on this OSS
1023 limitation.

1024 **Q. WHAT DOES AT&T USE FOR PURPOSES OF BILLING WIRELESS**
1025 **RECIPROCAL COMPENSATION?**

1026 A. AT&T Illinois and wireless carriers in Illinois use switch recordings of actual usage of
1027 traffic exchanged between the parties for purposes of determining proper jurisdiction of
1028 traffic.

1029 **Q. THEN DID AT&T ADD LANGUAGE TO THE KENTUCKY ICA TO PROVIDE**
1030 **FOR THE USE OF SWITCH RECORDINGS?**

1031 A. Yes. AT&T added extensive provisions in Section 6.19 that address that subject.

1032 **Q. WHAT HAPPENS IF SPRINT CANNOT USE ACTUAL SWITCH RECORDINGS**
1033 **TO RECORD CALL JURISDICTION?**

1034 A. Section 6.19.1.2 takes care of that. It provides:

1035 6.19.1.2 The Parties recognize that Sprint PCS may not have the
1036 technical systems to measure actual usage and bill AT&T pursuant to this
1037 Agreement. To the extent Sprint PCS does not have the ability to measure
1038 and bill the actual amount of AT&T-to-Sprint PCS Section 251(b)(5) Calls
1039 traffic ("Land-to-Mobile Section 251(b)(5) Calls Traffic"), and in the event
1040 AT&T also does not record the actual amount of such Land-to-Mobile
1041 Section 251(b)(5) Calls Traffic, Sprint PCS shall bill AT&T the charges due
1042 as calculated and described in Sections 6.19.1.3 and 6.19.2 below.

1043 In the event neither party captures actual usage information for Land-to-Mobile traffic,
1044 then Sections 6.19.1.3 and 6.19.2 describe how a billing surrogate factor is determined
1045 and used:

1046 6.19.1.3 When Section 6.19.1.3 applies, the Parties agree to use a
1047 surrogate billing factor to determine the amount of Land-to-Mobile Section
1048 251(b)(5) Calls Traffic. The surrogate billing factor shall be deemed to be
1049 equal to the Shared Facility Factor, stated in the Pricing Schedule
1050 (Wireless). When using the surrogate billing method instead of recording
1051 actual usage, the amount Land-to-Mobile Section 251(b)(5) Calls Traffic
1052 Conversation MOUs shall be deemed to be equal to the product of (i) the
1053 Sprint PCS -to-AT&T (mobile-to-land) Conversation MOU for Section
1054 251(b)(5) Calls (based on AT&T's monthly bill to Sprint PCS) divided by
1055 the difference of one (1.0) minus the Shared Facility Factor, (times) (ii) the
1056 Shared Facility Factor. When using the surrogate billing method, Sprint
1057 PCS shall bill AT&T the charges due under this Section 6.19.1.3 based
1058 solely on the calculation contained in the preceding sentence.

1059

1060 EXAMPLE

1061

1062 Land-to-Mobile Section 251(b)(5) Calls Traffic
1063 Conversion MOUs = [mobile-to-land local Mou's / (1 - Shared Facility Factor)] *
1064 Shared Facility Factor
1065

1066

Mobile-to-land MOU = 15,000

1067

Shared Facility Factor = .20

1068

Land-to-Mobile Section 251(b)(5) Calls MOU = [15,000/(1-.20)]* .20

1069

=3,750 MOUs

1070

1071

6.19.2 When Sprint PCS uses the surrogate billing factor billing
1072 method set forth above, Sprint PCS shall itemize on each of its bills the
1073 corresponding AT&T billing account numbers, by LATA and by state, for
1074 Land-to-Mobile Section 251(b)(5) Calls Traffic Conversation MOUs to
1075 which the surrogate billing factor is applied. All adjustment factors and
1076 resultant adjusted amounts shall be shown for each line item, including as
1077 applicable, but not limited to, the surrogate billing factor as provided in this
1078 Section 6.19.1.3, the blended call set-up and duration factors (if applicable),
1079 the adjusted call set-up and duration amounts (if applicable), the appropriate
1080 rate, amounts, *etc.*

1081

Because AT&T has the capability to record actual usage for measurement of wireless

1082

traffic, billing for such traffic is more accurate than with the use of a PLU by both parties.

1083

By supplementing the Kentucky ICA language to include more accurate billing language,

1084 the parties will be better able to account for intercarrier compensation billing.
1085 Furthermore, where Sprint *does* have the capability to record actual traffic usage in
1086 Illinois, billings will again be more accurate than with the use of a PLU factor.

1087 ***Section 2.9.5 – Pricing for Trunking***
1088

1089 **Q. WHAT DOES SECTION 2.9.5 OF ATTACHMENT 3 OF THE KENTUCKY ICA**
1090 **COVER?**

1091 A. It sets forth the terms for recurring and non-recurring charges for trunking.

1092 **Q. HOW DID SECTION 2.9.5 HAVE TO BE CHANGED, AND WHY?**

1093 A. It had to be deleted, because AT&T Illinois does not charge carriers for interconnection
1094 trunking. Consequently, AT&T does not have an OSS that can be used to bill for trunks.

1095 **Q. WHAT LANGUAGE IN MERGER COMMITMENT 7.1 JUSTIFIES THIS**
1096 **CHANGE?**

1097 A. As AT&T Illinois witness Jason Constable testifies in connection with Section 2.9.5.1 of
1098 Attachment 3, AT&T Illinois does not have an OSS that can be used to bill for trunks, so
1099 this is an OSS limitation.

1100 ***Sections 6.1.5.1 and 6.15 – FX Traffic***
1101

1102 **Q. WHAT SECTION OF THE KENTUCKY ICA ADDRESSES THE TREATMENT**
1103 **OF FOREIGN EXCHANGE (“FX”) TRAFFIC?**

1104 A. Section 6.1.5.1 of Attachment 3 requires Sprint CLEC to pay BellSouth originating
1105 intrastate switched access rates for any traffic BellSouth sends to a Sprint CLEC FX
1106 customer.

1107 **Q. WHY WOULD SWITCHED ACCESS RATES APPLY TO FX TRAFFIC?**

1108 A. Because a call to an FX telephone number crosses exchange boundaries, and is therefore
1109 not a local call subject to reciprocal compensation. Rather, the call is interexchange, and
1110 therefore subject to long distance – or switched access – rates. So even though a call to a

1111 FX telephone number looks local to the calling end user, the call actually terminates
1112 outside of the local calling area. Some jurisdictions have found that all inter-exchange
1113 traffic, including FX traffic, should be billed at interexchange switched access rates. That
1114 is the principle reflected in Section 6.1.5.1 of the Kentucky ICA.

1115 **Q. HAS THIS COMMISSION DETERMINED DIFFERENT TREATMENT FOR**
1116 **THE TERMINATION OF FX TRAFFIC?**

1117 A. Yes, it has. The Commission has ruled that bill and keep is the appropriate mechanism
1118 for the treatment of all FX traffic.²⁴

1119 **Q. WHAT CHANGE DID AT&T MAKE TO THE AGREEMENT IN LIGHT OF**
1120 **THAT RULING?**

1121 A. AT&T deleted the Kentucky language in Attachment 3, Section 6.1.5.1 concerning
1122 application of switched access rates for the termination of FX traffic, and replaced it with
1123 a new Section 6.15, which reflects the Commission's ruling.

1124 **Q. DOES MERGER COMMITMENT 7.1 AUTHORIZE THAT CHANGE?**

1125 A. It requires it. This is another matter of state-specific pricing.

1126 **Q. DOES THIS CHANGE WORK TO THE ADVANTAGE OF EITHER PARTY?**

1127 A. Yes, it works to Sprint's advantage, because it means that instead of Sprint paying AT&T
1128 access charges for terminating Sprint's FX traffic, AT&T will terminate that traffic
1129 without charge.

1130 **Q. IN ADDITION TO REQUIRING BILL AND KEEP FOR FX TRAFFIC, HAS**
1131 **THIS COMMISSION DETERMINED AN APPROPRIATE METHOD FOR**
1132 **SEGREGATING AND TRACKING FX TRAFFIC SO THAT IT CAN BE**
1133 **EXCHANGED ON A BILL AND KEEP BASIS?**

1134 A. Yes, it has. In preparing this testimony, I carefully reviewed the Commission arbitration
1135 decisions ruling that FX traffic is to be exchanged on a bill and keep basis, and saw that

²⁴ E.g., *MCI Arbitration Decision* at p. 169.

1136 the Commission provided specific contract language for the segregation and tracking of
1137 FX traffic. In both of the arbitration proceedings where this Commission determined bill
1138 and keep is applicable for FX traffic, contract language for the segregation and tracking
1139 of FX traffic was also arbitrated. The Commission determined the appropriate language
1140 as follows:

1141 **15 SEGREGATION AND TRACKING FX TRAFFIC**

1142 15.1 In order to ensure that FX traffic is being appropriately segregated
1143 from other types of intercarrier traffic, the parties will assign a Percentage
1144 of FX Usage (PFX), which shall represent the estimated percentage of
1145 minutes of use that is attributable to all FX traffic in a given month.

1146 15.1.1 The PFX, and any adjustments thereto, must be agreed upon in
1147 writing prior to the usage month (or other applicable billing period) in
1148 which the PFX is to apply, and may only be adjusted once each quarter.
1149 The parties may agree to use traffic studies, retail sales of FX lines, or any
1150 agreed method of estimating the FX traffic to be assigned the PFX.²⁵

1151 **Q. WAS THAT LANGUAGE REDLINED INTO ATTACHMENT 3 OF THE**
1152 **KENTUCKY ICA FOR INCLUSION IN ILLINOIS?**

1153 **A.** No, it was not. As I mentioned in Section IV of this testimony, AT&T provided the
1154 redline of Attachment 3 to Sprint on February 5. Understandably, especially considering
1155 that AT&T was expediting the preparation of that redline, AT&T did not at that time pick
1156 up on the segregation and tracking language that I focused on while preparing this
1157 testimony. As a result, that language is not shown in the redline.

1158 **Q. DOES AT&T INTEND TO INCLUDE THE SEGREGATION AND TRACKING**
1159 **LANGUAGE IN THE PORTED ICA NONETHELESS?**

1160 **A.** Of course. AT&T has every intention of applying the requirements of the merger
1161 commitment fairly and consistently, so AT&T Illinois will adhere to this Commission's
1162 requirements by replacing sections 6.15.5.1, 6.15.5.2, 6.15.6, 6.15.6.1, 6.15.6.2, 6.15.7

²⁵ *Id.*

1163 and 6.15.8 governing segregation and tracking of FX traffic in the current redline of
1164 Attachment 3 with the Commission-approved language I described above.

Sections 6.3 and 6.4

1165
1166
1167 **Q. WHAT IS THE SUBJECT MATTER OF SECTIONS 6.3 AND 6.4?**

1168 A. In the Kentucky ICA, Section 6.3 concerns CLEC Percent Local Facility, and Section 6.4
1169 concerns CLEC Percentage Interstate Usage.

1170 **Q. WHAT CHANGE DID AT&T MAKE TO THOSE PROVISIONS FOR THE**
1171 **ILLINOIS ICA?**

1172 A. It deleted them.

1173 **Q. WHY?**

1174 A. Because these factors do not apply in Illinois, where the Commission has ruled that 1)
1175 each carrier is responsible for the facilities on its side of the POI; and 2) separate trunk
1176 groups must be established for IXC traffic. As AT&T Illinois witness Jason Constable
1177 explains, the Commission approved the use of separate, Feature Group D ("FGD"),
1178 trunks for the carriage of IXC traffic in order to facilitate billing for IXC traffic. As the
1179 network configuration is necessarily different in Illinois than in Kentucky, the billing
1180 terms described in Kentucky Attachment 3, Section 6.3 and 6.4 no longer apply. Billing
1181 for traffic over the Feature Group D trunks is governed by AT&T Illinois' Access
1182 Services Tariff. (To avoid possible confusion, note that Attachment 3 does include new
1183 Sections 6.3 and 6.4, which are encompassed by my testimony at lines 817-821.)

1184 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

1185 A. Yes.



Lynn Allen-Flood
Wholesale
675 West Peachtree Street NE, Room 34S91
Atlanta, GA 30375

T: 404 927 1376
F: 404-529-7839
Email: lynn.allen-flood@att.com

ICC Docket 07-0629
Ex. JSM-1 (McPhee Direct)

Sent via Electronic Mail and Certified Mail

February 12, 2008

Fred Broughton
Sprint Nextel
6330 Sprint Parkway
Mailstop: KSOPHA0310-3B320
Overland Park, KS 66251

Ralph Smith
Manager, ICA Solutions
Sprint
Mailstop: KSOPHA0310-3B268
Overland Park, KS 66251

EMAIL: Fred.Broughton@sprint.com
Ralph.r.smith@sprint.com
Jeff.m.pfaff@sprint.com

Re: Port Related Sprint/AT&T Interconnection Agreement in Kentucky

Dear Messrs. Broughton and Smith:

Enclosed for your review is the complete Sprint/AT&T Interconnection Agreement in Kentucky (KY Agreement). This KY Agreement has been redlined to reflect those changes necessary to port the KY Agreement to each state in the AT&T thirteen (13) state region in accordance with AT&T/BellSouth Merger Commitment 7.1. The Local Interconnection Attachment provided on February 5, 2008 is also included in the attached to comprise a complete agreement. As information, Sprint PCS as used in the attached refers to Sprint Spectrum L.P. in all 13 states, while Sprint CLEC as used in the attached refers to Sprint Communications L.P. d/b/a Sprint Communications Company L.P. in Illinois and Sprint Communications Company L.P. in the remaining 12 states.

While we are of course ready to discuss any issue Sprint may have with respect to this redline, please note in particular the following:

1. With regard to collocation, the attached reflects AT&T's current generic offering. The reasons for this are that both regions follow the FCC guidelines for collocation, but there are many differences between the regions that include ordering processes, state-specific collocation rulings, and state-specific pricing. To simplify the process as much as possible and insure that language is in concert with rate elements and rate structures, the current generic was utilized.
2. We have continued to review the Local Interconnection Attachment provided to Sprint on February 5 and have made the following additional changes:
 - Definition of Local Channel – Added parenthetical with the name for local channel used in the 13 state region
 - Section 2.6.1 – Added parenthetical with the name for local channel used in the 13 state region
 - Section 6.21 – Changed "AT&T 13-STATE" to "AT&T"
 - Section 6.24.1 – Added clarification of the "parties"
 - Section 6.24.1 (iii) – Replaced "AT&T California" with "AT&T"
 - Section 6.25.1 – Added clarification of the "parties"

Page Two
February 12, 2008

Again, as explained in AT&T's February 5, 2008 letter, any other changes in the attached should be either obvious or explained via a comment in the document. As mentioned when we forwarded the Local Interconnection Attachment last week, we have attempted to provide a thorough and complete document, but we are certainly open to discussing the reasons for the changes and making adjustments where warranted. In addition, should we discover that other changes are necessary to comply with Merger Commitment 7.1, we will bring those to your attention as soon as possible.

Sincerely,



Lynn Allen-Flood
Lead Negotiator

Attachments (Sent via Email Only)

CC: Jeff Pfaff
Legal/Telecom Mgmt Privacy Group
Mailstop: KSOPKN0214-2A568
6450 Sprint Parkway
Overland Park, KS 66251

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General Terms and Conditions
Parts A, B

Attachment	Reference	Language	Rationale
General Terms and Conditions, Part A	First Paragraph	Replaced BellSouth entity names with AT&T names; included Sprint legal names for the "port-to" states. Effective date changed from January 2, 2001 to "the effective date as defined herein". Deleted "negotiated bill and keep" because bill and keep is a state-specific pricing term and pricing does not port. Deleted: "All other rates in this agreement are made effective 30 calendar days following the date of the last signature of the Parties." Commission rules include the timeframe for when Commission approvals will become effective.	Administrative and State-Specific Pricing
General Terms and Conditions, Part A	Whereas Clauses	Replaced the State names with the "port-to" state names. Replaced Sprint with the legal names for Sprint in the "port-to" states. Replaced the State names with the "port-to" States. Added reciprocal reservation of rights language relating to intervening law/regulatory change provisions. Added Whereas clause relating to the SBC/Ameritech Merger Conditions regarding Advanced Services. Added a Whereas clause regarding the port and the AT&T attempt to conform for OSS and technical capabilities in the "port-to states". Added Whereas clause stating that the amendments are numbered in sequential order. Whereas clause is added about all provisions are integrally related.	Administrative and State-Specific Laws / Regulations
General Terms and Conditions, Part A	Section 2.1	Three years from Effective Date term language is deleted and replaced with date certain: December 28, 2009. This date appears in the amendment to extend the term.	Administrative
General Terms and Conditions, Part A	2.3	Effective date language is added to reflect the Commission rules in the "port-to" states.	State-Specific Laws / Regulatory Requirements
General Terms and Conditions, Part A	3.3	GSST is replaced with the "port-to" state term tariff.	Administrative
General Terms and Conditions, Part A	4.1	BellSouth Telecommunications Wireless Customer Guide is replaced with AT&T Prime Access website.	Administrative
General Terms and Conditions, Part A	6.3	Deleted language referring to Magnetic Tape and Computer Disk distribution	OSS Attribute / Limitations
General Terms and Conditions, Part A	6.10 and 6.11	Deleted language stating that AT&T will not provide listing information to 3rd parties. Inserted language describing the terms under which AT&T will serve as contact for independent and Third-Party directory publishers, and for handling Sprint CLEC's subscriber listing information.	Administrative
General Terms and Conditions, Part A	7	Deleted NBR language. Not offered in the port-to state. The port-to state uses the BFR process.	OSS Attribute / Limitations
General Terms and Conditions, Part A	7.2	Deleted language stating that request must state whether it is 1) pursuant to the Act or 2) pursuant to the needs of the business. A request pursuant to the needs of the business was an NBR in the port-from state. Port-to state does not offer an NBR process. There is no need to distinguish between NBR and BFR. All BFR requests should be pursuant to the Act.	OSS Attribute / Limitations

General Terms and Conditions
Parts A, B

Attachment	Reference	Language	Rationale
General Terms and Conditions, Part A	7.5	Deleted language that stated we would continue to process the request even if we filed a dispute if we disagreed that the request met the definition of a NBR. That language was applicable to the NBR process in the port-from state, and will not be applicable in the port-to state.	OSS Attribute / Limitations
General Terms and Conditions, Part A	23	Deleted Branding Language	OSS Attribute / Limitations
General Terms and Conditions, Part A	24.1.1.5	BellSouth BSP has been replaced with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.	Administrative and OSS Attribute / Limitations
General Terms and Conditions, Part A	29	The notices have been updated to indicate current AT&T contact information, and contains the Sprint-desired notices information.	Administrative
General Terms and Conditions, Part A	29.3.1	BellSouth interconnection web site is replaced with AT&T CLEC Online website.	Administrative and OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of AT&T and AT&T Inc.	The following AT&T definitions have been added: AT&T and AT&T Inc. - Legal entity names for AT&T	Administrative
General Terms and Conditions, Part B	Definitions - Variations of AT&T	The AT&T definitions were added for clarity (e.g., AT&T-13STATE, AT&T MISSOURI, etc.). Throughout the agreement, when a "port-to" state process has been included in the contract, the added language often references an AT&T entity not previously defined in the contract.	Administrative
General Terms and Conditions, Part B	Definition of Commission	"Port-from" State names have been replaced with "port-to" State names.	Administrative
General Terms and Conditions, Part B	Definition of Effective Date	Added definition because the Commission rules in the "port-to" states require the agreements to be filed and approved.	State-Specific Laws / Regulatory Requirements
General Terms and Conditions, Part B	Definition of Local Service Request	UNE-P has been stricken.	State-Specific Laws / Regulatory Requirements - TRO/TRRO
General Terms and Conditions, Part B	Definition of CLEC Local Traffic	Section A3 of Bell South's General Subscriber Service Tariff was replaced with AT&T's local exchange tariffs (on file with the applicable state commission).	Administrative
General Terms and Conditions, Part B	Definition of "Network Element"	This definition was written in the context of its use in the UNE attachment. Unbundled Network Elements are referred to as "Network Elements" in the UNE attachment. The KY definition for Network Element included language referencing "features, functions, and capabilities...including...databases, signaling systems...". This language is from the FCC's definition of switching. Since AT&T is no longer obligated to provide switching as a UNE per the TRO and TRRO, AT&T struck this language in the Network Element definition.	State-Specific Laws / Regulatory Requirements - TRO/TRRO

General Terms and Conditions
Parts A, B

Attachment	Reference	Language	Rationale
General Terms and Conditions, Part B	Definition of "Packet Switching"	Deleted definition of "packet switching". Pursuant to the TRO, AT&T is no longer obligated to provide packet switching as a UNE. Additionally, packet switching is eliminated in the port-to state's TRO/TRRO Change of Law amendment.	State-Specific Laws / Regulatory Requirements - TRO/TRRO
General Terms and Conditions, Part B	Definition of Percent Local Usage (PLU)	<i>Struck:</i> "is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use." <i>Replaced with:</i> "The PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination."	OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of Physical Collocation	"and adjacent" has been stricken because this method of collocation is not available in the "port-to" states.	OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of Signaling Links	<i>Struck:</i> "Signaling Links" are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. AT&T is no longer required to provide this service as a UNE	State-Specific Laws / Regulatory Requirements - TRO/TRRO and OSS Attribute / Limitation
General Terms and Conditions, Part B	Definition of Signal Link Transport	<i>Struck:</i> "Signal Link Transport" is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to an BellSouthAT&T Signal Transfer Point. AT&T is no longer required to provide this service as a UNE	State-Specific Laws / Regulatory Requirements - TRO/TRRO and OSS Attribute / Limitation
General Terms and Conditions, Part B	Def of Wireless Percent Local Usage or W-PLU	<i>Struck:</i> " "Wireless - Percent Local Usage" or "W-PLU" is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local."	OSS Attribute / Limitations

Attachment 1 - Resale

Attachment	Reference	Language	Rationale
1 - Resale	3.1.2.1	Deleted section stating how to order custom calling features without access line because it is not possible to order features without access line in the port to state.	OSS Attribute / Limitations
1 - Resale	3.1.6	Deleted language regarding Hospitality service as Hospitality service is not available in the port-to state.	Administrative - tariff and OSS Attribute / Limitation
1 - Resale	3.2	Deleted language on voice mail service for states of CA, NV, CT, AR, KS, MO, OK and TX because this product is not available in those states. Added language for IL, IN, OH, MI and WI to reflect what is available in those states.	Administrative - tariff
1 - Resale	4.3.1	Deleted Custom Routing language as custom routing is not available in the port-to state and added OSDA Automated Call Greeting (Brand Announcement) language to reflect the offering in the port-to state.	OSS Attribute / Limitations
1 - Resale	4.3.2.2.1	Deleted language as port-to state does not provide 2 customer listings.	OSS Attribute / Limitations
1 - Resale	5.1	Replaced language with standard 22-state language to reflect methods and procedures for Maintenance of Services.	OSS Attribute / Limitations
1 - Resale	9.2	Deleted language as LIDB is automatically stored in the port-to state – no need for written request from CLEC.	OSS Attribute / Limitations
1 - Resale	11.0	Deleted language as EODUF is not available in port-to state.	OSS Attribute / Limitations
1 - Resale Exhibit A	Entire Exhibit	Replaced with Resale Discounts for port-to state.	State-Specific Pricing
1 - Resale Exhibit B	Entire Exhibit	Replaced with Product Information for port-to state.	Administrative (tariff) and State-Specific Pricing
1 - Resale Exhibit C	Section II Term	Replaced terms of agreement with reference to the General Terms and Conditions of this Agreement.	Administrative

Attachment 2 - UNE

Attachment	Reference	Language	Rationale
2 - UNE		This Attachment ported without modifications; replaced by TRRO	State-Specific Laws / Regulatory Requirements - TRO/TRRO

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	Definition of CLEC Local Traffic	<i>Struck</i> : "Section A3 of BellSouth's General Subscriber Service Tariff" and <i>replaced with</i> : "AT&T's local exchange tariffs (on file with the applicable state commission)"	Administrative - Tariff
3 - Interconnection	Definition of VPOI	<i>Struck Definition</i> : "Virtual Point of Interconnection (VPOI)". Offering Not Available in port-to states	OSS Attribute / Limitations
3 - Interconnection	2.3.1	<i>Struck</i> : "and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations." Offering Not Available in port-to states	OSS Attribute / Limitations
3 - Interconnection	2.3.1	<i>Struck reference to BellSouth tariff</i> : "BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement." <i>Replaced with reference to AT&T agreement</i> : "this Attachment and also Attachment 3a Cellular/PCS NIM and Attachment 3b Cellular/PCS ITR"	Administrative - Tariff
3 - Interconnection	2.3.1	<i>Struck</i> : "Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis." Reference was to BellSouth tariff and state-specific pricing, revised to refer to port-to state reference.	Administrative - Tariff and State-Specific Pricing
3 - Interconnection	2.3.2	<i>Struck</i> : "in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905" and <i>Replaced with</i> reference to GR-905-CORE	Administrative
3 - Interconnection	2.3.2	Replaced "equal" with "proportionate".	State-Specific Pricing
3 - Interconnection	2.3.4	<i>Struck</i> : "BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or NonLocal. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network."	OSS Attribute / Limitations
3 - Interconnection	2.3.6	<i>Replaced</i> "BellSouth Telecommunications Wireless Customer" with "AT&T Wireless Ordering and Provisioning Handbook"	Administrative
3 - Interconnection	2.6.1	<i>Struck</i> : "The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval."	OSS Attribute / Limitations

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.8.1	<i>Struck</i> : "If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with pursuant to Section 252 of the Act."	State-Specific Laws / Regulations
3 - Interconnection	2.9.5	<i>Struck</i> : "All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested."	State-Specific Pricing
3 - Interconnection	2.9.5.1	{For two-way interconnection trunking} <i>Struck</i> : "that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party." <i>Replaced with</i> : "each Party shall bear its proportionate cost for trunks and the interconnection facilities based on the relative usage."	State-Specific Pricing, State-Specific Laws/Regulation and OSS Attribute / Limitations
3 - Interconnection	2.9.6.1.4	<i>Struck</i> : "Unless multiple tandem access is ordered"	OSS Attribute / Limitations
3 - Interconnection	2.9.6.2.1.1- 2.9.6.2.1.1.2	<i>Struck</i> : "Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee" and <i>replaced with</i> : "AT&T CONNECTICUT" <i>Struck</i> : "BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic." and <i>replaced with</i> : "Interconnection Trunk Groups in AT&T CONNETICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations." <i>Struck</i> : "The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment." <i>Struck</i> : "Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established."	State-Specific Laws / Regulations and Network Attribute / Limitation (Applicable to Connecticut only)

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.9.7-2.9.7.1	Deleted Title of Section and Replaced it with "Transit Service" <i>Struck:</i> "Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks. Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems." and <i>replaced with:</i> "Transit Service will be billed at the rates found in the Pricing Schedule."	OSS Attribute / Limitation
3 - Interconnection	2.9.8.2.1	<i>Struck:</i> "and Switched Access Traffic"	Network Attribute / Limitation and OSS Attribute / Limitation
3 - Interconnection	2.9.8.2.2 - 2.9.8.1.3.3	<i>Struck:</i> "Alabama, Mississippi and South Carolina" <i>Struck:</i> "BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request." <i>Struck:</i> "The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment." <i>Struck:</i> "BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party."	State-Specific Laws / Regulations (this language created a carve out for the states of AL, MS, and SC that is not needed. Supergroup provisions are contained in 2.9.8.2.1)
3 - Interconnection	2.9.7.3.3	Replaced "Transit" with "Meet-point"	OSS Attribute / Limitations
3 - Interconnection	2.9.8.2.6	<i>Struck:</i> "Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic."	OSS Attribute / Limitations
3 - Interconnection	2.9.10.1	Replaced "BellSouth's General Subscriber Services Tariff ("GSST"), section A3" with "AT&T's local exchange tariffs (on file with the applicable state commission)"	Administrative
3 - Interconnection	2.9.10.2	<i>Struck:</i> "Sprint CLEC may deliver Local Traffic to a 'home' BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC does not choose to establish interconnection trunking ."	OSS Attribute / Limitation

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.9.11.6-2.9.11.6.4	<p><i>Struck:</i> "BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier. "Local Over Feature Group D" trunking, pursuant to the following:</p> <p>Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration</p> <p>Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost</p> <p>Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions</p> <p>The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier. "</p>	State-Specific Laws / Regulations
3 - Interconnection	3.6.1	<p><i>Struck:</i> "the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement." <i>Replaced with:</i> "a trunk group utilization report (TIKI), this report is provided in an MS-Excel format."</p>	Administrative
3 - Interconnection	6; 6.1; 6.1.1; 6.1.3	<p><i>Struck:</i> Bill and Keep provisions - <i>Replaced with:</i> state-specific/generic compensation language.</p>	State-Specific Pricing
3 - Interconnection	6.1.2	<p><i>Struck:</i> "Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission."</p>	State-Specific Pricing

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	6.14 (formerly 6.1.5.1)	<i>Struck:</i> "Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area. Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic." <i>Replaced with generic FX language.</i>	State-Specific Pricing State-Specific Laws / Regulations
3 - Interconnection	6.3	<i>Struck:</i> "CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties."	State-Specific Laws / Regulations and OSS Attribute / Limitation
3 - Interconnection	6.4	<i>Struck:</i> "CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. 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 local usage compensation to be paid."	State-Specific Laws / Regulations and OSS Attribute / Limitation
3 - Interconnection	6.6- 6.6.4	<i>Struck:</i> Entire Section 6.6 regarding Rate True-up of interim rates. (Pricing is state-specific and the attachment contains no interim rates.)	State-Specific Pricing
3 - Interconnection	6.11.1-6.11.4	Deleted Entire Meet-Point Billing Section. Replaced with 13-state language.	OSS Attribute / Limitations
3 - Interconnection	6.16	Inserted description of PLU calculation	OSS Attribute / Limitations
3 - Interconnection	7	Deleted OSS Systems and referred to OSS Attachment.	Administrative
3 - Interconnection	8	Deleted SS7 Interconnection	State-Specific Laws / Regulations - TRO/TRRO

Attachment 4 - Physical Collo

Attachment	Reference	Language	Rationale
4 - Physical Collocation	Entire Attachment replaced with port-to state Attachment	Replaced BellSouth Attachment 4 - Physical Collocation with the "port to" states' Physical and Virtual Collocation attachments. Rationale provided below.	OSS Attribute / Limitation, Network Attribute / Limitation and State-Specific Pricing / Regulations
4 - Physical Collocation	See Attachment	Intervals for quotations and confirmations differ	OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	Splicing in the vault	Network Attribute / Limitation
4 - Physical Collocation	See Attachment	Billing elements differ	OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	50% payment up front in "port to" states	State-Specific Pricing
4 - Physical Collocation	See Attachment	Struck restrictive language regarding layout for Cageless Collocation. "Port to" states permit single-bay increments with no special layouts	State-Specific Laws / Regulations
4 - Physical Collocation	See Attachment	Struck transmission equipment, switching equipment and power port-from state language because it is inconsistent with the port-to state law. Replaced with language consistent with the port-to state law.	Network Attribute / Limitation State-Specific Pricing and OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	Remote Site Collocation - no floor space in "port to" states	Network Attribute / Limitation

Attachment 5 - Numbers

Attachment	Reference	Language	Rationale
5 - Numbers and Number Portability	1.3	Deleted section stating Sprint could reserve 100 numbers per CLLI because port-to state does not have the ability to reserve in 100 number blocks.	OSS Attribute / Limitations
5 - Numbers and Number Portability	3.4	Deleted section on Interim Rates because Interim rates are no longer available.	State-Specific Pricing
5 - Numbers and Number Portability	8.0	Deleted section on Interim Rates because interim rates are no longer available	State-Specific Pricing

Note: It is AT&T's understanding that this Attachment has been agreed to by the Parties.

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	Entire Attachment	References have been changed to Sprint CLEC.	Administrative
6 - Ordering and Provisioning	1.1	BellSouth's interconnection ordering guides available on the BellSouth Interconnection website <i>has been replaced with</i> the Local Service Order Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible at the AT&T CLEC Online website.	Administrative; OSS Attribute / Limitation
6 - Ordering and Provisioning	1.2	The hours of operation for the centers have been replaced with references to the AT&T CLEC Online website.	Administrative
6 - Ordering and Provisioning	1.3	The location and hours of operation for manual orders has been stricken and replaced with the reference to the AT&T CLEC Online website.	Administrative
"	2.2	<i>Struck:</i> "through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties" <i>and replaced with:</i> "the CLEC Handbook that may be accessed via the AT&T CLEC Online website"	Administrative and OSS Attributes / Limitations
6 - Ordering and Provisioning	2.3	<i>Struck:</i> "BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG or through other electronic interfaces as mutually agreed by the Parties. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capabilities through the LENS interface" <i>and replaced with</i> " as detailed in Attachment OSS."	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.3	"two" <i>has been stricken and replaced with</i> "several"; <i>the following phrase is also added:</i> " and monitoring via application-to-application electronic interfaces."	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.4	<i>Struck:</i> "For exchange services, BellSouth offers Sprint access to the Trouble Analysis Facilitation Interface (TAFI) or to other electronic interfaces as mutually agreed by the Parties" <i>Replaced with:</i> language discussing an application-to-application electronic interfaces that more accurately describes the interfaces in the "port-to" states.	OSS Attribute / Limitation

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	2.5	<i>Struck:</i> "the next release (N+1) and such next release is implemented, BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases but may also support additional releases during transition periods as mutually agreed by the Parties." <i>Has been replaced with</i> the "Change Management Process (CMP)" <i>and</i> "The versioning policy is set forth in the CMP document that may be accessed via the AT&T CLEC Online website." The new language reflects an application-to-application electronic interface that more accurately describes the interfaces in the "port-to" state.	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.6	<i>Struck:</i> "through the Electronic Interface Change Control Process (EICCP). Guidelines for this process are set forth in the EICCP document, as amended from time to time during this agreement" <i>Replaced with</i> "as set forth in the Change Management Process (CMP) as amended from time to time that may be accessed via the AT&T CLEC Online website"	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.7 through 2.7.1.4	<i>Struck:</i> "Testing. Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and BellSouth at the appropriate time. BellSouth acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software." The language describing the Testing interface functionality is addressed in Attachment OSS.	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.1	The reference to Exhibit A of the Attachment <i>is stricken and is replaced with</i> Attachment OSS and the Pricing Schedule of this Agreement.	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.2	BellSouth Electronic Change Control Process <i>is stricken and replaced with</i> CLEC Handbook or Interconnector's Guide and may be accessed via the AT&T CLEC Online website.	Administrative
6 - Ordering and Provisioning	3.4	<i>Struck:</i> "toll free" because some of the contact numbers in the "port-to" states are not toll free.	Administrative
6 - Ordering and Provisioning	3.5	<i>Added</i> "or similarly situated processes"	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.6	Language regarding Cancellation Charges is stricken because there is no system charge for cancelling an order in the "port-to" states.	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.9	The words "Tandem Switching Element" is stricken because referral messages will be provided similar to the way AT&T provides for its own end-users - not limited to Tandem Switching Element.	OSS Attribute / Limitation

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	3.12	TR 73600 is stricken and is replaced with TP 76841, Issue 2 and for Texas TP 76841, Issue 1.	Administrative
6 - Ordering and Provisioning	3.14	"CSOTS" is stricken and is replaced with "system." The acronym CSOTS is not used in the "port-to" state. The name of the report is different, therefore the reference is replaced with the "port-to" state report name.	Administrative and OSS Attribute / Limitation
6 - Ordering and Provisioning	Section	<i>Struck</i> "AT&T[BellSouth] and Sprint CLEC will perform co-operative testing where deemed necessary and by mutual consent (including trouble shooting to isolate problems) to test Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements." <i>Replaced with</i> "AT&T and Sprint CLEC will offer co-operative testing during maintenance where deemed necessary and by mutual consent (including trouble shooting to isolate problems). At Sprint CLEC's request via a service order using a USOC, AT&T will dispatch a technician to end user's premise so that Sprint CLEC can perform its own tests while the AT&T technician provides an open and short on the loop at the premises." In the port-to states, Acceptance Testing is conducted during provisioning and Cooperative Testing is performed during maintenance, therefore "during maintenance" and "At Sprint CLEC's" has been added.	OSS Attribute / Limitation
6 - Ordering and Provisioning	Entire attachment and Exhibit A	The names and descriptions of the OSS electronic interface systems have been stricken from the attachment. Information about the OSS in the port-to state are set forth in the OSS attachment and Exhibit A.	Administrative and OSS Attribute / Limitation
6 - Ordering and Provisioning	Exhibit A	Cancellation OSS Charge, "an OSS" has been stricken. There are no OSS charges in the "port-to" states, however, there are service order charges and these are stated in the state-specific Pricing schedule.	State-Specific Pricing

Attachment 7 - Billing

Attachment	Reference	Language	Rationale
7 - Billing	1.1	Changed reference to CRIS to Resale Billing System as billing systems are named differently - in west it's CRIS, in MW it's RBS or ACIS. In SW it's CRIS. Also no CLUB format.	OSS Attribute / Limitation
7 - Billing	1.16	Deleted reference to ADUF as ADUF is ordered on UNE switching products only. No longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	4.2.4	Escrow Language was added to include state requirement to deposit disputed amounts into escrow accounts.	State-Specific Laws / Regulations
7 - Billing	6.0	RAO Hosting language deleted as language was moved to commercial agreement. Language covering 13-state LEC-carried messages were added to agreement as Section 12, 12a, 12b, 12c and 12d.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	8.0	Deleted ADUF language as we are no longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	10.0	Deleted ADUF language as we are no longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	11.0	Deleted EODUF language as product is not available in 13 states	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	12.0	Deleted language regarding rate true-up and interim rates no longer applicable.	State-Specific Pricing

Attachment 8 -
Poles, Conduits ROW

Attachment	Reference	Language	Rationale
8 - Poles, Conduits and Right-of-Way	General Change	The term "License" was replace with "Occupancy Permit" throughout the entire Attachment	OSS Attribute / Limitation
8 - Poles, Conduits and Right-of-Way	5	<i>Struck:</i> The language associated with costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. <i>Replaced with:</i> port-to state language	State-Specific Pricing
8 - Poles, Conduits and Right-of-Way	19	<i>Struck:</i> Fees Charges and Billing <i>Replaced with:</i> port-to state language	State-Specific Pricing

Note: It is AT&T's understanding that this Attachment has been agreed to by the Parties.

Attachment 9
Performance Measures

Attachment	Reference	Language	Rationale
9 - Performance Measures	Entire Attachment	Entire Attachment is stricken and replaced with port-to state language	State-Specific Performance Measures

Attachment 10
Agreement Implementation

Attachment	Reference	Language	Rationale
10 - Agreement Implementation	Entire Attachment	No strikes	NA

Attachment 11
Disaster Recovery

Attachment	Reference	Language	Rationale
11 - Disaster Recovery	Entire Attachment	All stricken	OSS Attribute / Limitation

Attachment	Reference	Language	Rationale
Amendment 1	Entire Attachment	This attachment ported without modifications; replaced by TRRO	State-Specific Laws / Regulations

Sprint ICA
Amendment 2

ICC Docket 07-0629
Ex. JSM-3 (McPhee Direct)

Attachment	Reference	Language	Rationale
Amendment 2	Entire attachment	This attachment ported without modifications	NA

Sprint
Amendment 5

ICC Docket 07-0629
Ex. JSM-3 (McPhee Direct)

Attachment	Reference	Language	Rationale
Amendment 5	Entire Attachment	This attachment ported without modifications	NA

Sprint
Amendment 6

ICC Docket 07-0629
Ex. JSM-3 (McPhee Direct)

Attachment	Reference	Language	Rationale
Amendment 6	Entire Attachment	This attachment ported without modifications	NA

Amendment 7 - TRRO

Attachment	Reference	Language	Rationale
TRRO Amendment	2	Struck language regarding transferring 911 language from Attachment 2 to Attachment 3 because 911 language was already incorporated in that Attachment.	Administrative
	2	Deleted SS7 language from the amendment because SS7 interconnection is not offered as a UNE pursuant to the interconnection agreement. In the port-to state SS7 is offered pursuant to tariff.	State-Specific Laws / Regulations - TRO/TRRO
TRRO Amendment - Exhibit 1	Throughout	Struck references to port-from state rates and replaced with references to port-to state rates	State-Specific Pricing
	Throughout	Replaced "Sprint" with "Sprint CLEC" to clarify that only the CLEC arm of Sprint may purchase UNEs.	Administrative and State-Specific Laws / Regulations
	1.8	Inserted self-certification language for the port-to state. Self-certification and ordering processes are different in port-to state.	OSS Attribute / Limitation and State-Specific Laws / Regulations
	1.10	Added "If Special Construction is involved"	State-Specific Pricing
	1.13.4.1	Changed names to replace "CWINS" with "Wholesale Customer Maintenance Center (WCMC)" to reflect the appropriate name of the port-to state customer care center	Administrative
	2.1.4.6	Replaced "Interconnection web site" with "CLEC Online web site". 13-state unimpaired wire centers are posted on CLEC Online.	Administrative
	2.1.4.7	Replaced reference to Exhibit B rates with reference to the rates in the port-to state pricing schedule.	State-Specific Pricing
	2.1.4.12.2	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in port-to state.	State-Specific Laws / Regulations and OSS Attribute / Limitation
	2.1.9, 2.1.9.1 and 2.1.9.2	Replaced "Order Coordination (OC) and Order Coordination Time Specific (OC-TS)" with "Coordinated Hot Cuts and Frame Due Time"	OSS Attribute / Limitation
	2.1.10	Deleted table because loop types are not in the port-to state	OSS Attribute / Limitation and State-Specific Pricing
	2.11-2.11.3	Deleted CLEC-to-CLEC Process	OSS Attribute / Limitation
	2.12.-2.12.3	Deleted Bulk Migration Process	OSS Attribute / Limitation
	2.2	Deleted a list of loops	OSS Attribute / Limitation
	2.2.2 and 2.2.3	Replaced loop language to the port-to state generic language.	OSS Attribute / Limitation
	2.2.4	Deleted UVL-SL1 because not available	OSS Attribute / Limitation
	2.3.1.1	Deleted ISDN Digital loop because not available	OSS Attribute / Limitation
	2.3.1.2	Deleted 2-wire ADSL loop	OSS Attribute / Limitation

Amendment 7 - TRRO

Attachment	Reference	Language	Rationale
	2.3.1.5	Replaced 2-wire HDSL loop with DS1 Digital Loop	OSS Attribute / Limitation
	2.3.1.6	Replaced 4-wire HDSL loop with DS3 Digital Loop	OSS Attribute / Limitation
	2.3.7	Deleted 4-Wire Digital loop	OSS Attribute / Limitation
	2.3.8	Replaced DS3 Loop with DS3 Digital Loop	OSS Attribute / Limitation
	2.3.9	Deleted STS-1 Loop due	OSS Attribute / Limitation
	2.3.1	Deleted references to HDSL loops. Not an option in the port-to state.	OSS Attribute / Limitation
	2.3.11	Deleted some retail service names	OSS Attribute / Limitation
	2.4	Deleted port-from state loop types	OSS Attribute / Limitation
	2.5	Replaced Unbundled Loop Modification with port-to state Incremental Removal of Excessive Bridge Tap and or Load Coils (Line Conditioning)	OSS Attribute / Limitation
	2.5.2-2.5.4	Removed loop conditioning language	State-Specific Laws / Regulations
	2.6.1	Deleted reference to "hairpinning". Not an option in the port-to state.	Network Attribute / Technical Limitation
	2.6.1 # 3&4	Removed IDLC language to conform with port-to state process	State-Specific Pricing and OSS Attribute / Limitation
	2.8.4	Replace subloop section with port-to state language	OSS Attribute / Limitation
	2.8.6.4	Deleted language about dark fiber loop rates in Exhibit A. Dark fiber loops are no longer a UNE obligation pursuant to the TRRO.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	2.9.5	Removed some loop names not orderable	OSS Attribute / Limitation
	4.2.3.3	Struck language regarding rates for local switching in Exhibit A. Local switching is no longer a UNE obligation pursuant to the TRO/TRRO.	State-Specific Laws / Regulations - TRO/TRRO
	5.4.2.3.3	Struck language regarding rates for UNE-P in Exhibit A. UNE-P is no longer a UNE obligation pursuant to the TRO/TRRO.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	6.2.7.5	Replaced language stating transition rates for declassified de-listed dedicated transport being set forth in the Exhibit B with reference to the rates in the applicable state Pricing Schedule, plus 15%. Exhibit B rates will not port.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.2.7.5	Struck language stating that rates for entrance facilities are set forth in Exhibit A. Entrance facilities are no longer a UNE obligation pursuant to the TRO.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.2.7.10	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in the port-to state.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	6.4.2	Removed "STS-1" due to OSS limitation	OSS Attribute / Limitation
	6.7.4.2	Removed port from state retail offering due to OSS limitations	OSS Attribute / Limitation

Sprint ICA
Amendment 7 - TRRO

ICC Docket 07-0629
Ex. JSM-3 (McPhee Direct)

Attachment	Reference	Language	Rationale
	6.9.1.8	Replaced the language stating that transition rates for declassified dark fiber transport being set forth in Exhibit B with reference to the applicable state Pricing Schedule, plus 15%. Exhibit B rates will not port.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.9.1.8	Deleted language about rates for dark fiber entrance facilities in Exhibit A. Entrance Facilities are no longer a UNE obligation pursuant to the TRO.	State-Specific Laws / Regulations - TRO/TRRO
	6.9.1.12	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in port-to state.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	7	Deleted ALI/DMS language because the 911 database is handled differently in the port-to state. It is addressed in "Attachment 3d CLEC 911" in the porting redlines.	OSS Attribute / Limitation and Technical Limitation
	7.3	Deleted PBX Locate language. Not offered in the port-to state.	OSS Attribute / Limitation and State-Specific Pricing

REDACTED

REDACTED

Redacted Version - For Public Inspection

Sprint Settlement

REDACTED

- Billing between BST and Sprint entities was balanced, each gave up billing the other *redacted* annually

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