

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION

SPRINTCOM, INC., WIRELESSCO, L.P.,)
NPCR, INC. D/B/A NEXTEL PARTNERS,)
AND NEXTEL WEST CORP.)

Petition for Arbitration, Pursuant to Section)
252(b) of the Telecommunications Act of)
1996, to Establish an Interconnection)
Agreement With)

Docket No. 12-0550

Illinois Bell Telephone)
Company d/b/a AT&T Illinois)

**Exhibit of James R. Burt on behalf of SprintCom, Inc., WirelessCo, L.P., NPCR, Inc.
D/B/A Nextel Partners and Nextel West Corporation**

Exhibit JRB-1.2

**DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS**

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|--|--|
| I | Purpose and Scope of the Agreement. | | |
| I.A. | Parties Rights and Obligations under the Agreement. | | |
| 1. | <p>(1) Should this Agreement preclude the exchange of Information Services traffic; or, require that traffic be exchanged in TDM format?</p> <p>ATT FILED DPL]</p> <p>(a) Should the ICA provide for IP-to-IP interconnection or should it provide that all traffic that Sprint delivers to AT&T under the ICA must be delivered in TDM format?</p> <p>(b) Should the ICA require that all traffic that Sprint delivers to AT&T under the ICA be traffic that originates on wireless transmitting and receiving equipment?</p> | <p>GT&C's Sections , 3.11.2, 3.11.2.1, 3.11.2.2</p> <p>(a) GTCs Sections and 3.11.2.2; 3.11.2.2.1, 3.11.2.2.2[New]</p> <p>1(b) ISSUE RESOLVED</p> | <p>3.11.2 This Agreement may be used by either Party to exchange Telecommunications Service. In addition, a Party that uses Interconnection pursuant to this Agreement to exchange Telecommunications Services has the right set forth in the FCC 47 CFR 51.100(b)</p> <p>3.11.2.1 This Agreement is solely for the exchange of, and applies only to Authorized Services traffic that either (a) is delivered by AT&T ILLINOIS to Sprint's wireless network for termination by Sprint to its End users, or (b) originates through wireless transmitting and receiving facilities and that Sprint delivers to AT&T ILLINOIS. For purposes of subsection (b) above, CMRS traffic that is originated by a Sprint End User will be deemed to be originated through wireless transmitting and receiving facilities.</p> <p>3.11.2.1.1 If Sprint informs AT&T ILLINOIS during the term of the Agreement that Sprint wishes to deliver to AT&T ILLINOIS traffic that does not satisfy the limitations in subsection 3.11.2.1(b) above, including non-CMRS VoIP, the Parties will negotiate and implement an amendment to the Agreement regarding such traffic, with said amendment to include appropriate provisions for compensation and billing for such traffic and such additional provisions as are appropriate to accommodate Sprint's delivery of such traffic to AT&T ILLINOIS. If the Parties do not agree on an amendment, Sprint may seek resolution of the matter by invoking Dispute Resolution pursuant to Section 12 of the General Terms and Conditions. AT&T ILLINOIS may contend in any Formal Dispute Resolution proceeding that such amendment should include provisions for separate trunking and/or facilities for landline-originated traffic. Sprint, does not agree with that contention and does not waive its right to oppose that contention, but acknowledges that AT&T ILLINOIS has not waived its right to assert such a contention, either by agreeing to this Section 3.11.2.1.1 or by any other action or inaction.</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|---|--|--|
| I.B | Service and Traffic Related Definitions. | | |
| 3. | (1) What is the appropriate definition of “Authorized Services”? | GTC’s Section 2.12 ISSUE RESOLVED | 2.12 “Authorized Services” means those services that each Party lawfully provides pursuant to Applicable Law. |
| 4. | (2) What is the appropriate definition of “VoIP-PSTN” or “VoIP-PSTN Traffic”? [ATT FILED DPL] (a) What is the proper terminology for IP-enabled traffic that will be exchanged per the terms of the ICA? b) Should the ICA define these terms in a manner that assumes the parties will establish IP-IP interconnection? | GT&C’s Section, 2.125 ISSUE RESOLVED | 2.125 INTENTIONALLY LEFT BLANK 3.11.3 Subject to Section 3.11.2.1 and 3.11.2.2 either Party may, pursuant to this Agreement, deliver to the other Party traffic that was in internet protocol format at some point prior to delivery. |
| 9. | (7) Should the following six (6) definitions include a specific statutory reference: “Exchange Access”, “Telecommunications”, “Telecommunications Carrier”, “Telecommunications Service”, “Telephone Exchange Service”, and “Telephone Toll Service”? | GTCs Sections 2.48, 2.108, 2.109, 2.110, 2.111, 2.112 ISSUE RESOLVED | 2.48 “Exchange Access” has the meaning as defined at 47 U.S.C. § 153(20). 2.108 “Telecommunications” means as defined at 47 U.S.C. § 153(50). 2.109 “Telecommunications Carrier” means as defined at 47 U.S.C. § 153(51). 2.110 “Telecommunications Service” means as defined at 47 U.S.C. § 153(53). 2.111 “Telephone Exchange Service means as defined at 47.U.S.C. §153(54). 2.112 “Telephone Toll Service” has the meaning as defined at 47 U.S.C. § 153(55). |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|--|--|--|--|
| II Issues Regarding How the Parties Interconnect | | | |
| II.A Interconnection Methods | | | |
| 10. | (1) What are a Party's obligations to notify the other of modifications to network architecture? | Attachment 2 Section 2.1.2, 2.1.3, 2.1.4, 3.7.1, 3.7.2, 3.7.3, 3.7.4 ISSUE RESOLVED | <p>2.1.2 INTENTIONALLY LEFT BLANK</p> <p>2.1.3 INTENTIONALLY LEFT BLANK</p> <p>2.1.4 In the event that a Party deploys new switches after the Effective Date of the Agreement, such Party will provide reasonable advance notice of such change to the other Party, and the Parties will work cooperatively to accomplish all necessary network changes.</p> <p>2.2.3 If Sprint requests Interconnection in a new LATA, to establish additional POI(s) in a LATA in which it is already Interconnected, or to re-configure an existing Interconnection arrangement, Sprint will provide advanced written notice to AT&T ILLINOIS. Thereafter, the Parties will work cooperatively to document and implement Sprint's new or re-configured architecture consistent with the provisions of this Attachment 02. The documentation will, at a minimum, include the location of Sprint's switch(es) and AT&T ILLINOIS' End Office Switch(es) and/or Tandem Switch(es) to be interconnected, the designated POI(s), and the facilities that will connect the two (2) networks, and will be acknowledged in writing by both Parties.</p> <p>2.2.4 Nothing in this Agreement will limit either Party's ability to modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise. Each Party will provide the other Party written notice of any such modifications to its network which will materially impact the other Party's service consistent with the timelines established by the FCC's network disclosure rules in 47 CFR Sections 51.325 – 51.335 as applicable. The Parties will be solely responsible, at their own expense, for the overall design of their Telecommunications Services and for any redesigning or rearrangement of their Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures,</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|---|--|--|--|
| | | | <p>minimum network protection criteria, or operating or maintenance characteristics of facilities. To the extent such redesign or rearrangement requires changes or arrangements not contemplated by this Agreement the Parties will negotiate appropriate changes or arrangements.</p> <p>3.7.1 INTENTIONALLY LEFT BLANK</p> <p>3.7.2 INTENTIONALLY LEFT BLANK</p> <p>3.7.3 Either Party may add or remove switches. The Parties shall provide one hundred and twenty (120) calendar days written Notice to establish such Interconnection; and the terms and conditions of this Attachment will apply to such Interconnection.</p> <p>3.7.4 The Parties recognize that a facility handoff point must be established at the POI, usually at a distribution frame, to establish the demarcation point for and provisioning and maintaining responsibilities for each Party on its side of the POI.</p> |
| 12. | (3) What is the appropriate definition for “Fiber Meet Point”? | GTCs Section 2.51 ISSUE RESOLVED | 2.51 “Fiber Meet Point” is a method of Interconnection utilizing fiber at a technically feasible and mutually agreed upon physical meet point. It also represents the point at which one Party’s responsibility for service begins and the other Party’s responsibility ends. The Fiber Meet Point operates at a mutually agreed upon SONET transmission rate, i.e., the speed at which the SONET transmits bits. |
| 14. | (5) Should this Agreement address interexchange traffic? | Attachment 2 Section 2.1 ISSUE RESOLVED | 2.1 Interconnection shall be provided at a level of quality equal to that which AT&T ILLINOIS provides to itself, to any Affiliates, or to any other Telecommunications Carrier. The Interconnection provided herein may not be used solely for the purpose of originating a Party’s own InterMTA Traffic. |
| II.B. POIs. | | | |
| II.C. Facilities and Trunking Provisions (Non-Compensation). | | | |
| 23. | (5) What general Facilities and Trunking provisions should be | Attachment 2 Sections 4.1, 4.1.1, | 4.1 INTENTIONALLY LEFT BLANK |

**DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS**

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|----------------------------------|--|--|
| | included in the Agreement? | 4.3.3, 4.3.4 , 4.3.6.1, 4.3.6.2 ISSUE RESOLVED | <p>4.1.1 AT&T ILLINOIS and Sprint will exchange traffic over their networks in connection with Sprint’s Authorized Services, in accordance with the provisions of this Agreement. The exchange of one-way Paging Traffic between the Parties’ respective networks is not authorized under this Agreement. If the Parties have one-way Paging Traffic to exchange, a separate one-way Paging agreement must be negotiated and executed for such traffic.</p> <p>4.3.3 Multiple Trunks between an AT&T ILLINOIS switch and a Sprint switch shall not be added solely for the purpose of segregating NPA-NXX codes unless, Sprint provides all required routing information including a separate and distinct CLLI code for each Trunk Group, and specific NPA/NXX routing directions. Duplicate Trunk Groups serving the same function are not permitted.</p> <p>4.3.4 Sprint shall establish Interconnection Trunks to all AT&T ILLINOIS Tandems in each LATA where the Parties mutually exchange IntraMTA Traffic, AT&T ILLINOIS does not provide Inter-tandem switching, but AT&T ILLINOIS will provide, at no cost to Sprint, connecting facility assignment (“CFA”) for the establishment of such Interconnection Trunks from the POI to additional AT&T ILLINOIS tandems or end offices as may be necessary.</p> <p>4.3.6.1 The Parties shall establish a one-way mobile-to-land or land-to-mobile (or two-way where available) DEOT when actual or projected total End Office Switch traffic requires twenty-four (24) or more Trunks over three (3) consecutive month. Where DEOTS are established AT&T will provide, at no cost to Sprint, connecting facility assignment (“CFA”) for the establishment of such DEOTs. If the DEOT is designed to overflow, the traffic will be alternately routed to the appropriate AT&T ILLINOIS Tandem. DEOTs established as direct finals will not overflow from either direction to any alternate route.</p> <p>4.3.6.2 Should Sprint fail to comply with Section 4.3.6.1 above, AT&T ILLINOIS may restrict provisioning of additional Trunks at the affected Tandem.</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|---|--|---|
| 24. | <p>(6) Should Sprint be required to establish separate Type 2A Equal Access Trunk Groups?</p> <p>[AT&T FILED DPL] (a) Should the definition of “Equal Access Trunk Group” reflect that it is used for “jointly provided Exchange Access traffic” or for “Sprint’s customers’ traffic”?</p> <p>(b) Under what circumstances may Sprint use Combined Trunk Groups?</p> | <p>GT&Cs Section 2.47</p> <p>Attachment 2 Sections 4.2.3, 4.2.4, 4.2.4.1</p> <p>24(a) ISSUE RESOLVED</p> <p>(b) Attachment 2, Sections 4.2.3, 4.2.4, 4.2.4.1</p> | <p>2.47 “Equal Access Trunk Group” means a trunk used solely to deliver traffic through an AT&T access tandem to or from an IXC, using Feature Group D protocols.</p> |
| 25. | <p>(7) Should Sprint be permitted to order one-way Trunk Groups without AT&T’s agreement?</p> | <p>Attachment 2 Sections 4.3.2</p> <p>ISSUE RESOLVED</p> | <p>4.3.2 Trunk Groups will be established as two-way except (a) where it is not Technically Feasible for AT&T to provide the requested two-way Trunk Groups, or (b) where Sprint requests the use of one-way Trunk Groups. Where two-way Trunk Groups are not established, each Party will establish one-way Trunk Groups between the Parties’ respective interconnected switches Two Way Trunk Groups may only be used for the delivery of traffic in both directions.</p> |
| 26. | <p>(8) Does Sprint have any financial responsibility or other obligations for either facilities or trunks that AT&T ILLINOIS requests be established for Mass Calling traffic?</p> | <p>Attachment 2 Section, 4.3.7.1, 4.3.7.1.1, 4.3.7.2, 4.3.7.2.1</p> <p>ISSUE RESOLVED</p> | <p>4.3.7.1 A dedicated Trunk Group of at least two but not more than nine Trunks for Mass Calling traffic shall be established to an AT&T ILLINOIS Network Access Tandem in each LATA. Sprint may provision these Trunks (at no charge other than the applicable service order charge) over its Interconnection Facilities. This Trunk Group shall be one-way outgoing only and shall utilize Multi-Frequency (“MF”) signaling. As the Mass Calling Trunk Group is designed to block all excessive attempts toward Mass Calling NXXs, it is necessarily exempt from the one percent (1%) blocking standard described in Section 3.5.8</p> |

**DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS**

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|---|---|
| | | | <p>below for other final Interconnection Trunk Groups. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group. The Parties will not exchange live Mass Calling traffic over this Trunk Group until successful testing is completed by both Parties.</p> <p>4.3.7.1.1 INTENTIONALLY LEFT BLANK</p> <p>4.3.7.2 If Sprint should acquire a Mass Calling End User, (e.g., a radio station), Sprint shall notify AT&T ILLINOIS at least sixty (60) days in advance of the need to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T ILLINOIS Mass Calling serving office to the Sprint End User's serving office. Sprint will have administrative control for the purpose of issuing ASRs and/or WSRs on this one-way Trunk Group.</p> <p>4.3.7.2.1 If Sprint finds it necessary to issue a new Mass Calling telephone number to a new or existing Mass Calling End User, then Sprint may request a meeting to coordinate with AT&T ILLINOIS the assignment of Mass Calling telephone number from the existing Mass Calling NXX. In the event that Sprint establishes a new Mass Calling NXX, Sprint must notify AT&T ILLINOIS a minimum of ninety (90) days prior to deployment of the new Mass Calling NXX. AT&T ILLINOIS will perform the necessary translations in its End Offices and Tandem(s) and issue ASRs and/or WSRs to establish a one-way outgoing SS7 or MF Trunk Group from the AT&T ILLINOIS Public Response Mass Calling Network Access Tandem to Sprint's Mass Calling serving office.</p> |
| III | Rating and Routing Issues | | |
| 27. | (1) What, if any, are the appropriate definitions for "Rate Center", "Rating Point" and "Routing Point"? | GT&C's Sections 2.90, 2.91, 2.93 ISSUE RESOLVED | 2.90 "Rate Center" means a geographic area defined by the State Commission. 2.91 INTENTIONALLY LEFT BLANK 2.93 INTENTIONALLY LEFT BLANK |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|---|--|
| 28. | (2) What, if any, language is appropriate regarding the rating of Authorized Services traffic? | Attachment 2 Sections 4.8.2, 4.8.3 ISSUE RESOLVED | 4.8.2 Each Sprint NPA-NXX-X or NPA-NXX-X will be associated with a Rate Center as identified in the LERG. 4.8.3 INTENTIONALLY LEFT BLANK |
| 29. | (3) What is the appropriate language to describe routing of Authorized Services traffic? | Attachment 2 Sections 2.1.5.1, 4.8.1, 4.8.1.1, 4.8.1.2, 4.8.1.3, 4.8.4, 4.8.5, 4.8.6, 4.8.9 ISSUE RESOLVED | 2.1.51 Subject to Section 2.1.8, Sprint and AT&T ILLINOIS will interconnect directly in each LATA in which they exchange Authorized Services traffic using Trunk Side terminations at voice grade, DS0 or DS1 level; 4.2.2 Type 2A Trunks: Provide a Trunk Side connection between an AT&T ILLINOIS Tandem Office Switch and Sprint's MSC. Type 2A Trunks may be one-way or two-way 4.8.1 The Parties shall deliver all traffic destined for the other Party's network in accordance with the serving arrangements defined in the LERG. 4.8.1.1 INTENTIONALLY LEFT BLANK 4.8.1.2 INTENTIONALLY LEFT BLANK 4.8.1.3 INTENTIONALLY LEFT BLANK 4.8.4 If one Party delivers traffic to the other Party that is not routed in accordance with the LERG, the receiving Party shall provide notice to the delivering Party, pursuant to the Notices provisions of this Agreement that such misrouting has occurred. In the notice, the delivering Party shall be given thirty (30) days to cure such misrouting. 4.8.5 INTENTIONALLY LEFT BLANK 4.8.6 For Type 2 Trunk Groups, (i.e., Type 2A and Type 2B) Sprint will obtain its own NXX codes from the administrator and will be responsible for: (a) LERG administration, including updates, and (b) all ASR/WSR Translations Questionnaire ("TQ") Code opening information |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|--|--|
| | | | <p>necessary for routing traffic on these Trunk Groups.</p> <p>4.8.9 AT&T moves proposed language to Issue 30.</p> |
| IV. | Transit Traffic Issues | | |
| 31. | (1) Should Transit Traffic Service include traffic originated by a Third Party Originating Carrier? | <p>GTCs Sections 2.119, 2.120, 2.121</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>2.119 “Transit Traffic” means traffic originating on Sprint’s network that is switched and transported by AT&T ILLINOIS and is delivered to a Third Party’s network, or traffic originating on a Third Party’s network that is switched and transported by AT&T ILLINOIS and is delivered to Sprint’s network. A call that is originated or terminated by a CLEC purchasing local switching pursuant to a commercial agreement with AT&T ILLINOIS including, but not limited to; a Section 271 Local Switching (271-LS), Local Wholesale Complete or Wholesale Local Platform Service agreement(s) is not considered Transit Traffic. Additionally Transit Traffic does not include traffic to/from IXCs.</p> <p>2.120 “Transit Traffic MOUs” means all Transit Traffic minutes delivered to AT&T ILLINOIS by Sprint.</p> <p>2.121 “Transit Traffic Service” is a switching and intermediate transport service provided by AT&T ILLINOIS for Transit Traffic between Sprint and a Third Party Terminating Carrier, where both Sprint and that Third Party carrier are directly interconnected with an AT&T ILLINOIS Tandem.</p> |
| 32. | (2) Should the Agreement require Sprint to enter into compensation arrangements with Third Party Terminating Carriers with which Sprint exchanges traffic that transits AT&T ILLINOIS network? | <p>Attachment 2 Sections 5.3.2, 5.3.2.1</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>5.3.2 INTENTIONALLY LEFT BLANK</p> <p>5.3.2.1 INTENTIONALLY LEFT BLANK</p> |
| 34. | (4) What terms and conditions related to Transit Traffic Service should be included in the Agreement? | <p>Attachment 2 Sections 5.1.1, 5.2.1, 5.3.4, 5.3.5, 5.4.1,</p> | <p>5.1.1 This Section 5 sets forth the rates, terms and conditions for AT&T ILLINOIS’s Transit Traffic Service when AT&T ILLINOIS acts as a Transit Service Provider for Sprint. AT&T ILLINOIS’s Transit Traffic Service is provided to Telecommunications Carriers for</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|----------------------------------|---|---|
| | | 5.4.2, 5.6 ISSUE RESOLVED | <p>Telecommunications Traffic that does not originate with, or terminate to, AT&T ILLINOIS's End Users.</p> <p>5.2.1 AT&T ILLINOIS will provide Sprint with AT&T ILLINOIS's Transit Traffic Service to all Third Party Terminating Carriers with whom AT&T ILLINOIS is interconnected within AT&T ILLINOIS' LATA, or outside of that LATA, to the extent a LATA boundary.</p> <p>5.3.4 Moved to Issue 33</p> <p>5.3.5 Sprint, when acting as an originating carrier of Transit Traffic, has the sole responsibility for providing appropriate information to AT&T ILLINOIS to identify Sprint Transit Traffic to Third Party Terminating Carriers.</p> <p>5.4.1 Sprint shall not charge AT&T ILLINOIS terminating compensation charges for Transit Traffic AT&T ILLINOIS delivers to Sprint.</p> <p>5.4.2 Sprint; and A&T ILLINOIS will not be liable to Sprint for any and all Losses arising from or related to the lack of CPN in this situation. If AT&T ILLINOIS or Sprint identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, Sprint agrees to cooperate with AT&T ILLINOIS and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T ILLINOIS or Sprint is not properly receiving the information, then Sprint will work cooperatively with AT&T ILLINOIS and the Third Party Originating Carrier to correct the problem.</p> <p>5.6 Facilities and trunking (ordering, provisioning, servicing, etc.) pursuant to Sprint's Agreement and in this Attachment 02, used to route IntraMTA Traffic will be used to route Transit Traffic.</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|--|---|---|--|
| 35. | (5) What, if any, additional routing provisions should be included in the Agreement regarding Transit Traffic? | Attachment 2 Sections 5.5.2, 5.5.3 ISSUE RESOLVED | 5.5.2 Sprint shall route Transit Traffic to the AT&T ILLINOIS Tandem Office Switch from which the Third Party Terminating Carrier switch subtends. 5.5.3 Transit Traffic not routed in accordance with this Attachment 02 shall be considered misrouted. Transit Traffic routed by Sprint through any AT&T ILLINOIS End Office Switch shall be considered misrouted. Upon written notification from AT&T ILLINOIS of misrouting of Transit Traffic, Sprint will correct such misrouting within sixty (60) days. |
| V. Compensation Issues | | | |
| V.A. Traffic Compensation and Related Terms and Conditions | | | |
| 38. | (3) Is IntraMTA traffic that originates on a Party's network and handed off to an IXC for delivery to the other Party subject to bill and keep? | Attachment 2 Sections 4.8.8 ISSUE RESOLVED | 4.8.8 If either Party originates IntraMTA Traffic destined for termination to the other Party, but delivers that traffic to the other Party using the Facilities of a Third Party Telecommunications Carrier any charges imposed by the Third Party Telecommunications Carrier are the responsibility of the originating Party. |
| V.B Interconnected VoIP Compensation | | | |
| 42. | (1) What compensation rates, terms and conditions for "VoIP-PSTN Traffic"? [AT&T Filed DPL] (a) Should the ICA provision that governs compensation for IP enabled traffic address only wireless traffic or all IP-enabled traffic? (b) Should the ICA provision that governs compensation for internet protocol traffic state that the compensation for such traffic will be | Attachment 2 Sprint Section 6.2.2.5 AT&T Section 6.1.2 ISSUE RESOLVED | 6.2.2.5 INTENTIONALLY LEFT BLANK 6.1.2 Traffic that originates or terminates in internet protocol format shall be treated as Telecommunications traffic under this Agreement. |

**DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS**

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|--|--|
| | based on the jurisdictional end points of the call? | | |
| V.C | Transit Traffic Compensation | | |
| V.D | Interconnections Facilities Pricing and Cost Sharing | | |
| 48. | <p>(5) For what Trunk types, if any, may AT&T impose a non-recurring and/or recurring charge? If AT&T may impose such charge, (a) by Trunk type, what is the amount of such charge(s), and (b) when are such charges equally shared?</p> <p>[AT&T FILED DPL] Should AT&T be required to reduce its charges to Sprint for 911 trunks if it provides 911 trunks to any other carrier at a lower rate ?</p> | <p>Attachment 2 Sections 4.3.1, 4.3.1.1, 4.3.1.2, 4.3.1.3</p> <p>ISSUE RESOLVED</p> | <p>4.3.1 Trunk Groups dedicated to the exchange of Authorized Services will be established between the Parties' switches. For the purpose of this Agreement in AT&T ILLINOIS only, neither Party will charge the other Party monthly recurring charges for Interconnection Trunks established over Interconnection Facilities. For avoidance of doubt, AT&T ILLINOIS retains its right to bill, as otherwise provided in this Agreement for the Interconnection Facilities.</p> <p>4.3.1.1 Mass Calling Trunks are Interconnection Trunks subject to Section 4.3.7 of this Agreement;</p> <p>4.3.1.2 911 Trunks are subject to the non-recurring and monthly recurring charges, identified on the Pricing Sheet.</p> <p>4.3.1.3 INTENTIONALLY LEFT BLANK</p> |
| VI. | Billing and Payment Issues | | |
| VI.A | Deposits | | |
| VI.B | Escrow | | |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|---------------------------------|--|--|--|
| VI.C General Billing Provisions | | | |
| 54. | (1) What general billing provisions should be included in the GT&Cs? | GT&C's 10.2.4 ISSUE RESOLVED | 10.2.4 The Parties will provide a remittance document with each paper invoice identifying:: |
| 55. | (2) When should "Late Payment Charges" be assessed? | GT&C's Sections 2.67, 10.3.1, 10.5, ISSUE RESOLVED | <p>2.67 INTENTIONALLY LEFT BLANK</p> <p>10.3. Late payment charges shall be applied if (1) a Billed Party fails to remit payment for any charges by the Bill Due Date, or (2) payment for any portion of the undisputed charges is received from Billed Party after the Bill Due Date, or (3) payment for any portion of the undisputed charges is received in funds which are not immediately available or received by Billing Party as of the Bill Due Date; or (4) the Billing Party does not submit the Remittance Information, if any, required by the Billing party pursuant to Section 10.2.4 of the General Terms and Conditions . Provided however, that unless the Parties otherwise agree, after a Billing Dispute is resolved, the Billing Party will credit the Billed Party with a percentage of late payment charges that were assessed on the Disputed Amounts equal to the percentage of the Disputed Amount, if any, on which the Billed Party prevailed. The late payment charge shall be at the rate as set forth in the AT&T ILLINOIS intrastate access services tariff, or, if no late payment charge is provided for in the AT&T ILLINOIS intrastate tariff, then, the Billed Party will pay interest on any undisputed amounts not paid when due, from the date such amounts were due, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable Late Payment Charge and/or interest charges, the Billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</p> <p>10.5 The Remittance Information to apply payments must accompany the payment.</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|--|---|
| | | | <p>Payment is considered to have been made when the payment and Remittance Information are received by Billing Party. If the Remittance Information is not received with payment, Billing Party will be unable to apply amounts paid to the Billed Party's accounts. In such event, the Billing Party shall hold such funds until the Remittance Information is received.</p> <p>10.10 Moved to Issue 53.</p> |
| 56. | (3) Should six months or twelve months be the permitted back-billing period? | GT&Cs Sections 11.9, 11.9.1.1, 11.9.1.2 ISSUE RESOLVED | <p>11.9 Limitation on Back-billing; Exceptions to Limitation for Certain Situations:</p> <p>11.9.1.1 Back-bill for _any charges for services provided pursuant to this Agreement that are found to be unbilled, under-billed, but only when such charges appeared or should have appeared on a bill dated within the nine (9)months immediately preceding the date on which the Billing Party provided written notice to the Billed Party of the amount of the back-billing. The Parties agree that the nine (9) month limitation on back-billing set forth in the preceding sentence shall be applied prospectively only after the Effective Date of this Agreement, meaning that the nine (9) month period for any back-billing may only include billing periods that fall entirely after the Effective Date of this Agreement and will not include any portion of any billing period that began prior to the Effective Date of this Agreement. Provided, however, that if a right to charge, or to charge a particular amount, for an interconnection product of service is conferred by an FCC or Commission Order, the nine-month limitation set forth in this section 11.9.1.1 shall not prohibit either Party from rendering bills including such charges for a longer time period to the extent the FCC or Commission Order conferring the right expressly permits such a longer time period.</p> <p>11.9.1.2 Back-billing as limited above, will apply to all Interconnection products and/or services purchased under this Agreement.</p> |

**DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS**

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|--|---|
| VI.D. | Disconnection for Non-Payment | | |
| VI.E. | Billing Disputes | | |
| 59. | (1) What is the appropriate definition of a “Billing Dispute”? | GTCs Section 2.15, 8.3.1.3, 12.3.1.2, 12.4.1 12.4.1.3, 12.4.3, 12.4.4, 12.5.1 ISSUE RESOLVED | 2.15 Billing Dispute” means a dispute of a specific amount of money billed by the Billing Party. 8.3.1.3 For the purpose of a termination under this section 8.3.1, a Billing Dispute shall not be considered a material breach of the Agreement. 12.3.1.2 Billing Dispute resolution. 12.4.1 The following dispute resolution procedures will apply with respect to any Billing Dispute arising out of or relating to the Agreement.... 12.4.1.3 In order to resolve a Billing Dispute, the Disputing Party shall furnish the other Party written notice of: 12.4.3 The Parties shall attempt to resolve Billing Disputes within sixty (60) days of the Billing Party’s receipt of notice of the Billing Dispute. 12.4.4 If the Parties are not able to resolve a Billing Dispute at the service center level within 60 days, either Party may inform the other Party by letter that it is invoking the informal dispute resolution provisions of this Agreement. 12.5.1 If the Parties are unable to resolve a dispute after the Dispute Notice has been provided by the other Party pursuant to Section 12.3 above or for Billing Disputes Section 12.4.4 above.... |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|-----------|--|---|--|
| VI.F. | Dispute Resolution (Billing and Other Disputes) | | |
| 61. | (1) Should the Agreement require that Claims or Billing Disputes other than back-billing as addressed in 11.9, be asserted within twelve (12) or twenty-four (24) months of the date of the dispute? | GT&Cs Sections 12.1.2 ISSUE RESOLVED | 12.1.2 Notwithstanding anything contained in this Agreement to the contrary, a Party shall be entitled to dispute only those charges which appeared on a bill dated within the fifteen (15) months immediately preceding the date on which the Billing Party received notice of such Disputed Amounts. |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|--|---|---|--|
| VII. MISCELLANEOUS ISSUES | | | |
| VII.A. Ancillary Services Issues | | | |
| 62. | <p>(1) What, if any, terms and conditions for Ancillary Services should be included in the Agreement?</p> <p>[AT&T FILED DPL]</p> <p>(a) Is 911 service “ancillary Service”?</p> <p>(b) Does Sprint’s 911 service require dedicated facilities separate from Interconnection Facilities?</p> <p>(c) Should the description of Type 1 trunks reference AT&T’s End Office Switch?</p> | <p>GTC’s Section 2.6</p> <p>Attachment 2 Sections 3.10.1, 3.10.2, 3.10.3 and 4.3.5</p> <p>4.2.1 [AT&T FILED DPL]</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>2.6 “Ancillary Services” means supplementary services such as directory assistance, N11, (including any 911 service offering), operator services, Service Access Codes (600, 700, 800 and 900 services, but not including 500 services).</p> <p>Attachment 2</p> <p>3.10.1 When delivering Ancillary Services traffic to AT&T ILLINOIS, Sprint shall provide facilities and connections in each LATA dedicated solely for Ancillary Services traffic. The connection used must be an Ancillary Services Connection.</p> <p>3.10.2 For the provision of 911 and/or E911 Services utilizing Type 1 or Type 2C trunks as appropriate, Sprint may provide its own facilities or purchase facilities from a Third Party to connect its network with AT&T ILLINOIS’s E911 Selective Router. Alternatively, Sprint may purchase appropriate facilities from AT&T ILLINOIS’s applicable tariffs.</p> <p>3.10.3 INTENTIONALLY LEFT BLANK</p> <p>5.2.1 Type 1 Trunks: Provide a one-way Trunk Side connection between an AT&T ILLINOIS Central Office Switch and Sprint’s MSC. Type 1 Trunks will be used for the transmission and routing of Ancillary Services traffic.</p> <p>4.3.5 INTENTIONALLY LEFT BLANK</p> |
| VII.B. Tandem Serving Area Definition | | | |
| 63. | <p>(1) What is the appropriate definition of “Tandem Serving Area”</p> | <p>GTCs Section 2.104</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>2.104 “Tandem Serving Area” (“TSA”) means an AT&T ILLINOIS area defined by the sum of all local calling areas served by AT&T ILLINOIS End Offices that subtend an AT&T ILLINOIS Tandem as defined in the LERG.</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|---|---|---|---|
| VII.C. Corporate Name and Code Changes | | | |
| 64. | <p>(1) Should language governing changes to corporate name and/or d/b/a be included in the Agreement?</p> <p>[AT&T FILED DPL] (a) Should Sprint bear the record order cost AT&T incurs when it modifies its billing systems to accommodate a change in Sprint's corporate name that does not involve a change in Sprint's OCN or ACNA?</p> | <p>GT&C's Sections 7.3, 7.3.1, 7.3.2</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>7.3 Corporate Name Change and/or change in "d/b/a" only:</p> <p>7.3.1 Any change in Sprint's corporate name including its d/b/a, and including a name change due to assignment or transfer of this Agreement wherein only Sprint's name is changing, and which does not include a change to Sprint's OCN/ACNA, constitutes a Sprint Name Change under this Section. If Sprint, or Sprint's assignee or transferee, sends a service order requesting a Sprint Name Change, then Sprint, or Sprint's assignee or transferee, will incur a record order charge (in the amount specified for "Records Only" changes in the AT&T ILLINOIS' Tariff FCC No. 2) for each change to the Sprint BAN(s).</p> <p>7.3.2 If Sprint, or its assignee or transferee, requests a Sprint name change, the Parties agree to amend this Agreement to appropriately reflect the Sprint Name Change including a change in d/b/a.</p> |
| 65. | <p>(2) Should language governing company code changes be included in the Agreement?</p> | <p>GT&C's Section 7.4, 7.4.1, 7.4.2</p> <p style="color: red; text-align: center;">ISSUE RESOLVED</p> | <p>7.4 Company Code Change:</p> <p>7.4.1 Any assignment or transfer of this Agreement by Sprint that is associated with the transfer or acquisition of "assets" provisioned under this Agreement, where the OCN/ACNA formerly assigned to such "assets" is changing constitutes a "Sprint Company Code Change" under this Section. For the purposes of this Section, "assets" means any interconnection function, facility, product or service provided under this Agreement. Sprint shall provide AT&T ILLINOIS with ninety (90) days advance written notice of any assignment or transfer associated with a Sprint Company Code Change and Sprint shall obtain AT&T ILLINOIS' consent for such assignment or transfer. AT&T ILLINOIS shall not unreasonably withhold consent to such assignment or transfer. In addition, Sprint acknowledges that its assignee or transferee may be required to tender additional assurance of payment to AT&T ILLINOIS, pursuant to the terms of this Agreement.</p> <p>7.4.2 For any Sprint Company Code Change, Sprint's assignee or transferee must submit a</p> |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|------------------------|--|---|--|
| | | | service order to AT&T ILLINOIS changing the OCN/ACNA for each circuit ID number, as applicable. Sprint's assignee or transferee shall pay the appropriate charges to AT&T ILLINOIS (in the amount specified for "Records Only" changes in the AT&T ILLINOIS' Tariff FCC No. 2) for each service order submitted to accomplish a Sprint Company Code Change. In addition, Sprint's assignee or transferee shall pay any and all charges to AT&T ILLINOIS required for any needed re-stenciling, re-engineering, changing locks and any other work necessary with respect to Collocation, if Carrier has elected to collocate with AT&T ILLINOIS. |
| VII.D. Intervening Law | | | |
| 66. | (1) When is it appropriate to reserve the rights with respect to Connect America Fund Order? | GTCs Section 21.1 ISSUE RESOLVED | 21.1 This Agreement is the result of negotiations between the Parties and may incorporate certain provisions that resulted from arbitration by the appropriate state Commission(s). In entering into this Agreement and any Amendments to such Agreement and carrying out the provisions herein, neither Party waives, but instead expressly reserves, all of its rights, remedies and arguments with respect to any orders, decisions, legislation or proceedings and any remands thereof and any other federal or state regulatory, legislative or judicial action(s) which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review. If any action by any state or federal regulatory or legislative body or court of competent jurisdiction invalidates, modifies, or stays the enforcement of laws or regulations that were the basis or rationale for any rate(s), term(s) and/or condition(s) ("Provisions") of the Agreement and/or otherwise affects the rights or obligations of either Party that are addressed by this Agreement, the affected Provision(s) shall be immediately invalidated, modified or stayed consistent with the action of the regulatory or legislative body or court of competent jurisdiction upon the written request of either Party in accordance with Section 18.0 above. With respect to any written notices hereunder, the Parties shall have sixty (60) days from the written notice to attempt to reach agreement on appropriate conforming modifications to the Agreement. If the Parties are unable to agree upon the conforming modifications within sixty (60) days from the written notice, any disputes between the Parties concerning such actions shall be resolved pursuant to the dispute resolution process provided for in this Agreement. |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|--|--|---|---|
| VII.E Operating Support Systems (“OSS”) Issues | | | |
| 67. | (1) When are the Parties required to use electronic order processing? | Attachment 4 Sections 3.1 ISSUE RESOLVED | 3.1 The Parties agree that electronic order processing is more efficient than manual order processing. Electronic processing is available via AT&T ILLINOIS’ application-to-application interface or via AT&T ILLINOIS’ Graphical User Interface (collectively, “electronic interface”). AT&T ILLINOIS shall not be required to accept and process manual LNP orders, except when the electronic interface is unavailable for a substantial period of time |
| 68. | (2) Should Sprint be required to indemnify AT&T for losses caused by the Service Bureau Provider or other Third Parties? | Attachment 4 Sections 3.2.1 ISSUE RESOLVED | 3.2.1 Sprint agrees to utilize AT&T ILLINOIS electronic interfaces, as described herein, solely for the purposes of pre-order and order activity necessary for LNP. In addition, Sprint agrees that such use will comply with AT&T ILLINOIS’s Data Connection Security Requirements as identified in Section 7 of this Attachment. Failure to comply with such security guidelines or misuse of OSS interfaces may result in forfeiture of electronic access to OSS functionality. In addition, Sprint shall be responsible for and indemnifies AT&T ILLINOIS against any cost, expense or liability relating to any unauthorized entry or access into, or use or manipulation of AT&T ILLINOIS’s OSS from Sprint systems, workstations or terminals or by Sprint’s employees, agents, or any third party gaining access through information and/or Facilities obtained from or utilized by Sprint and shall pay AT&T ILLINOIS for any and all damages caused by such unauthorized entry. |
| VII.F Collocation Issues | | | |
| 69. | (1) Should Sprint be responsible for damage to Collocation space caused by Third Parties? | Attachment Collocation Sections 3.22.3, 13.1.4 ISSUE RESOLVED | 3.22.2 The Physical Collocator agrees to comply promptly with all laws, ordinances and regulations affecting the use of the Dedicated Space. Upon the discontinuance of service, the Physical Collocator shall surrender the Dedicated Space or land for an adjacent structure to AT&T ILLINOIS, in the same condition as when first occupied by the Physical Collocator, except for ordinary wear and tear, damage due to a Force Majeure event, or damage caused by a Third Party that is not an agent of the Collocator and for whose conduct Collocator is not otherwise responsible. 13.1.4 The Collocator shall return the Collocation space to AT&T ILLINOIS in the same |

DECISION POINT LIST – RESOLVED ISSUES
Sprint and AT&T ILLINOIS

| Issue No. | Issue Description (& Sub Issues) | Issue Appendix / Location | Sprint and AT&T Resolved/Agreed Language |
|----------------------|----------------------------------|---------------------------|---|
| | | | condition as when it was first occupied by Collocator, with the exception of ordinary wear and tear, any damage due to a Force Majeure event, or damage caused by a Third Party that is not an agent of the Collocator and for whose conduct Collocator is not otherwise responsible. |
| VII.G Pricing Issues | | | |