SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	[CJP] 25	[CJP]: May the agreement between the Parties be modified without specific consent by a Party?	[CJP] 33.3	The Commission adopts the language as written in SBC-Texas 14 above.
15	[AT&T] 8 [MCIm] 41 [Birch/ ionex] 10	[SBC Texas overarching issue] Should the CLECs be allowed to mix and match terms from SBC Texas' tariffs and their interconnection agreements? [AT&T] If AT&T orders a product from an SBC tariff, must it amend its agreement to remove the rates, terms and conditions associated with the product it is ordering from the tariff?	[AT&T] [B/I] 30.2.1	The Commission adopts the *proposed AT&T* language. The Commission finds that a CLEC may order *a* service or product from the SBC-Texas tariff that is also available in this agreement and reference such tariff in *the* agreement. However, when a change regarding such tariff is filed with the Commission, that change shall be incorporated in this agreement. With regard to any given product or service obtained pursuant to either a tariff or this agreement, the Commission finds that CLECS are not allowed to mix the applicable rates, terms, and/or conditions between the tariff and this agreement. SBC argues that the CLECs' competing language would restrict SBC-Texas's ability to file tariffs in the normal conduct of its business. (Pellerin Direct at 10, SBC TX Ex. 32). SBC-Texas stated that when the CLECs voluntarily agreed to include language in the ICA referencing SBC-Texas's tariffs and in doing so acknowledged that tariffs are subject to change from time to time, for example, due to changes in retail service offerings and/or new product offerings. A CLEC's decision to base its business model on offerings that SBC-Texas makes available, does not necessarily means that the CLEC does not have full control over what those offerings are. CLECs must take the offerings as they exist and should not be able to dictate what SBC-Texas chooses to offer its own end users. (Pellerin Direct at. 9-10, SBC TX Ex. 32; Pellerin Rebuttal at 4, SBC TX Ex. 33 & 34).
	[MCIm] 41	[SBC Texas] Should MCI be permitted to purchase the same service from either an approved tariff or the interconnection agreement?	[MCIm] 51	The Commission adopts the same language as written in SBC-Texas 15 above.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		[MCIm] Should SBC's language concerning MCIm's right to purchase from tariffs be included in the agreement?		
	[CJP]	Language found in Appendix but not addressed in DPL	30.2.1	The Commission adopts language as written in SBC-Texas 15 above.
16	[AT&T 9] [Birch/ ionex]-11 [CLEC Coalition] 30 [CJP]	[AT&T 9] Under what circumstances must SBC provide notice of its tariff filings to AT&T?	[AT&T] 35.2 [B/I] 35.2, 35.3	The Commission adopts SBC-Texas's language. Notification requirements for changes in tariffs are addressed in the Public Utility Commission of Texas' Substantive Rules.
	[CLEC Coalition] 30	[CLEC Coalition] Under what circumstances must SBC provide notice of its tariff filings to AT&T?	[CLEC Coalition] 33.2	The Commission adopts the language as written in SBC-Texas 16 above.
	[CJP]	Language found in Appendix, but not addressed on DPL	35.3	The Commission adopts the language as written in SBC-Texas 16 above.
17	[CLEC Coalition] 7	[MCIm] Which Party's material breach clause should be included in the Agreement?	[MCIm] 7.3	The Commission adopts SBC-Texas language. CLECs offered no contract language for Section 7.3.
	[CLEC Coalition] 7	[CLEC Coalition] **Effect of material breach.** Under what circumstances and timeframe may a party terminate the contract for a material breach?	CLEC Coalition] 2.5	The Commission adopts the SBC-Texas language. The proposed CLEC language is unclear as to what would constitute a "material" disruption or interference with either Party's service to customers.
18	[CLEC Coalition] 43 [CJP] 27	[MCIm] Which Party's language for sec. 252 adoptions (i.e. MFN) should be included in this Agreement?	[MCIm] 2.9	The Commission adopts SBC-Texas language for Section 2.9. MCIm did not offer any competing contract language or comments.
	[CLEC Coalition] 43	**[CLEC Coalition]** **Most favored nations.** Should the CLECs' proposed language regarding most favored customer treatment be adopted?	[CLEC Coalition] 66.1-66.2	The Commission adopts language as written in SBC-Texas 18 and therefore does not adopt CLEC Coalition language for Section 66.1
	[CJP] 27	[CJP]	[CJP]	The Commission adopts language as written in SBC-

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		Should SBC be required to provide notice of changes incorporated by one CLEC to other CLECs	61.0	Texas 18 and therefore does not adopt CJP language for Section 61.0 and Section 61.1.
19	[MCIm] 25	[MCIm] Which Party's Intervening Law clause should be included in the Agreement?	[MCIm] 23	The Commission adopts SBC-Texas's language. The Commission finds that SBC-Texas's language is more specific and effectively communicates the issue at hand.
21	[CLEC Coalition] 33	[MCIm] **SBC:** Which Parties' description of the technical standards for physical interconnection should be included in the Agreement? **MCIm:** Is each party "individually responsible" for providing the facilities within its network for "routing, transporting, measuring and billing" traffic?	[MCIm] 4.3 et seq.	The Commission adopts SBC-Texas's language for Section 4.3. The CLECs provided no competing contract language or comments.
	[CLEC Coalition] 33	[CLEC Coalition] **Reference to Telcordia Notes.** Compliance with Telcordia Standards and National Network Security Plan. What responsibility should each party have in meeting Telcordia standards and for compliance with the National Network Security Plan?	[CLEC Coalition] 39.2	The Commission adopts SBC-Texas's language. The Commission finds that it is the CLECs' responsibility to comply with industry standards. Included in the cost of doing business for Party's is the charge to obtain the documentation that lists those standards, such as the Telcordia BOC notes that are available from Telcordia.
22	[CLEC Coalition] 9	[CLEC Coalition] **Rates for products and services not in ICA.** Should language regarding missing rates be included in the GTC?	[CLEC Coalition] 4.8	The Commission adopts SBC-Texas's language as modified below. 4.8 The Parties acknowledge and agree that they do not intend to include products and services in this Attachment that do not have corresponding rates and charges. Accordingly, if this agreement is executed and/or approved by the Commission and the Parties later discover that a product or service is included in this Agreement without an associated rate or charge, the Parties agree that SBC Texas will provide or provision the service or product prior to the Parties agreement upon a rate or charge to include in this Agreement. Parties agree that the new price for the service or product will be subject to true-up back to the date SBC Texas provisioned or provided such service or product. If the Parties cannot agree, either Party may pursue dispute resolution under

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				the applicable provisions of this Agreement. The Commission finds that the modified SBC-Texas's language lends itself to a more rational process that will be followed in the situation where a product or service is listed with no associated price.
23	[AT&T] 10 [Birch/ ionex] 12	[AT&T] Should CLECs be responsible for the cost associated with changing their records in SBC TEXAS systems when CLECs enter into a merger, assignment, transition, etc… agreement with another CLEC?	[AT&T] [B/I] 47.1	The Commission adopts SBC-Texas's language. The Commission finds that the cost associated with any changes that the CLECs make to their OCN, ACNA, or other company identifier should be born by the CLECs as a cost of doing business. The number of telecommunication providers that are or have been involved in a merger, consolidation, assignment or transfer of assets, or bankruptcy has been substantial and SBC-Texas should not be expected to bear the cost of changing the CLECs' records.
	[MCIm] 10	[SBC] Should MCIm be permitted to designate more than one ACNA per CLEC per state? [MCIm] Should MCIm be permitted to designate more than one ACNA for use in Texas?	[MCIm] 6.1	The Commission adopts SBC-Texas's language. The Commission finds that a CLEC should not have multiple ACNAs for its specific entity but can have multiple OCNs that are associated with its ACNA. Telcordia has the responsibility for assignment of ACNAs to a CLEC.
	[MCIm] 11	[SBC] Should the Gen Terms contain a cost recovery clause in the event of a change in either party's OCN or ACNA? [MCIm] Should each party be permitted to make one name change per year at no cost?	[MCIm] 6.2	The Commission adopts SBC-Texas's language. The Commission finds that the cost of changing its OCNs, ACNAs, or other company identifiers including updating applicable databases, systems and records to reflect this change should be borne by the company changing its information.
	[CLEC Coalition] 11	[CLEC Coalition] OCN changes. What language should govern OCN changes? Should the one change per 12 month previously used in	[CLEC Coalition] 5.3	The Commission adopts SBC-Texas's language. The Commission finds that the cost of changing its OCNs, ACNAs, or other company identifiers including updating applicable databases, systems and records to

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		SBC-13 state ICA be incorporated into this Agreement?		reflect this change should be borne by the company changing its information.
	[CJP]	Language found in Appendix but not addressed in DPL	47.1	
24	[AT&T] 3 [Birch/ ionex] 4 [CLEC Coalition] 12 [CJP]	[SBC Texas Issue] (a) Is it appropriate to replace a commercially reasonable capped indemnification exposure with non-capped damages when such unlimited damages were not factored into SBC TEXAS' cost studies underlying the UNEs and services provided under this agreement? (b) Should SBC TEXAS' liability to AT&T exceed commercially reasonable damages available under this agreement by also including remedies beyond those allowed by applicable law by allowing more than one full recovery on a claim? [AT&T] Issue: Is it appropriate to cap the damages paid to a Party at the price of services not rendered?	[AT&T] 7.1.2, 7.2.1 [B/I] 7.1.2, 7.2.1	The Commission adopts SBC-Texas's language as modified below. 7.1.2. Except for indemnity obligations expressly set forth herein or as otherwise expressly provided in specific appendices or attachments, each Party's liability to the other Party for any Loss relating to or arising out of such Party's performance under this Agreement, including any negligent act or inadvertent omission, whether in contract, tort or otherwise, including alleged breaches of this Agreement and causes of action alleged to arise from allegations that breach of this Agreement also constitute a violation of a statute, including the Act, shall not exceed in total the amount SBC TEXAS or AT&T has charged or would have charged to the other Party for the affected Interconnection, Resale Services, Network Elements, functions, facilities, products and service(s) that were not performed or were improperly performed. "Loss" is defined as any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees). 7.2.1 NEITHER AT&T NOR SBC TEXAS WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW

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				OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT SBC TEXAS' OR AT&T'S LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY SBC TEXAS OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW. *THE LIMITATION OF LIABILITIES OUTLINED ABOVE DO NOT PRECLUDE PARTIES FROM SEEKING DAMAGES IN ANY COURT OF COMPETENT JURISDICTION.* The Commission finds that SBC-Texas's language effectively addresses the issue of indemnification exposure. Commission further finds that damages paid as a result of services not rendered should be capped at the cost of the services not rendered, however, the limitations of liability language should not exclude any of the Parties from seeking damages in any court of competent jurisdiction.
	[CLEC Coalition] 12	[CLEC Coalition] Issue: Is it appropriate to cap the damages paid to a Party at the price of services not rendered?	[CLEC Coalition] 7.1.2, 7.2.1	The Commission adopts the language as written in SBC-Texas 24 (AT&T 3) above.
	[CJP]	Language found in Appendix, but not addressed in DPL	[CJP] 7.1.2, 7.2.1	

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25	[MCIm] 24 [CJP] 4	SBC: Should Performance Remedies act as a liquidated damages provision? MCIm: Should performance remedies be MCIm's sole remedy under this agreement?	[MCIm] 17.1	**This issue has been resolved as to MCIm 24 ONLY.** Issues relating to Performance Measures Remedies will be addressed in Attachement 17.
	[CJP] 4	Should there be a liquidated damages section in the GT&C?	[CJP] § 7.1.6	The Commission adopts the same language as written in SBC-Texas 24 (AT&T 3) above.
26	[CJP] 5	[CJP] Should SBC be allowed to require all CLECs to maintain insurance?	[CJP] § 7.7	**THIS ISSUE RELATING TO CJP 5 HAS BEEN RESOLVED.**
27	[CLEC Coalition] 17	[SBC Texas] (a) Should CLECs have 45 days to pay invoices/ bills? (b) Should the due date run from the time a bill/invoice is sent or the time that is received? [CLEC Coalition] Due Date Should the due date for payment be based upon SBC's billing systems, or tied to receipt of invoice.	[CLEC Coalition] 10.1	The Commission adopts SBC-Texas's language as modified below. The Commission finds that 30 calendar days from the date of the invoice is sufficient time frame for CLECs to validate and pay an invoice. This process lends itself to providing a standard and predictability for both the CLEC and SBC-Texas as to when an invoice is due. By the time a CLEC reaches the bill due date, the CLEC has already incurred charges for an additional 30 days of service. 10.1 Except as otherwise specifically provided elsewhere in this Agreement, the Parties will pay all rates and charges due and owing under this Agreement within thirty (30) days from the date of the invoice or in the event that a bill was not received within ten (10) calendar days from the invoice, twenty (20) days from the receipt of the invoice, provided that the CLEC notified SBC TEXAS of the delay. For purposes of this Agreement, the "Bill Due Date" shall be defined to mean thirty (30) calendar days from the date of the invoice. If CLEC fails to remit payment for any charges by the Bill Due Date, or if payment for any portion of the charges is received from CLEC after the Bill Due Date, or if payment for any portion of the charges is received in funds which are not immediately available to SBC-Texas as of the Bill Due Date (individually and collectively, "Past Due"), then a late payment charge will be assessed as provided in Sections 11.1. and 11.2., as applicable.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
28	[CJP] 6	[CJP] How long should a Party have for payment of a bill for rates and charges?	[CJP] 6§ 8.1	The Commission adopts the same language as written in SBC-Texas 27 above.
29	[AT&T] 4 [CJP] 7	[AT&T] Should AT&T utilize the bill dispute process established by SBC for use by all CLECs or should it use the process the parties utilize currently?	[AT&T] 8.4.1.1	The Commission adopts SBC-Texas's language as modified below: 8.4.1.1 within eleven months of the Billed Party's receipt of the bill in question, give written notice to the Billing Party, by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and include in such written notice the total amount disputed and the specific details and reasons for disputing each item (including, without limitation, and as applicable, the date of the bill in question, BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number, and the USOC information questioned). If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed SBC Texas standard bill dispute document. The Commission finds that SBC-Texas's language provides a standard process by which both the CLEC can communicate the billing dispute issue and SBC-Texas can be assured of having the information available in order to resolve the billing dispute in a timely manner. This process ensures predictability as to the information required for the billing disputes so CLECs won't be required to resubmit additional information or resubmit information in a different format. The document used in this process is already being utilized by some companies. The Commission also recognizes the fact that additional information may need to be submitted by the CLEC so that SBC Texas can more quickly and efficiently resolve the bill dispute. The Commission finds this additional information may be submitted in conjunction with the completed SBC Texas document.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	[Birch/ ionex] 5	[Birch/Ionex] Should Birch/ionex be required to agree to a bill dispute process standard document that is not defined by the ICA or by practice among the parties?	8.4.1.1, 8.5.1	The Commission adopts the language as written in SBC-Texas 29 (AT&T 4) above.
	[CJP] 7	[CJP] Should Petitioners utilize the bill dispute process established by SBC?	[CPJ] 8.4.1.1	The Commission adopts the language as written in SBC-Texas 29 (AT&T 4) above.
	[AT&T] 5 [Birch/ ionex] 6 [CJP] 9	[AT&T] Should the ICA specify the information that should be provided to the billing party by a party that disputes its bill?	[AT&T] 8.5.1 [B/I] 8.5.1	The Commission adopts SBC-Texas's language. SBC-Texas's language provides a standard process by which both the CLEC can communicate the billing dispute issue and SBC-Texas can be assured of having the information available in order to resolve the billing dispute in a timely manner.
	[CJP] 9	[CJP] Should Petitioners utilize the bill dispute process established by SBC?	[CJP] 8.5.2	The Commission adopts SBC-Texas's DPL 29 (AT&T 5) language. SBC-Texas's language provides a standard process by which both the CLEC can communicate the billing dispute issue and SBC-Texas can be assured of having the information available in order to resolve the billing dispute in a timely manner.
30	[CJP] 8	[CJP] How long should a Party have to dispute and provide notice of a dispute?	[CJP] 8.5.1	The Commission adopts SBC Texas's language as modified below: 8.5.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall, on or before the applicable due date, advise the Billing Party in writing by using the standard document, if any, made available by the Billing Party, unless otherwise agreed, of the amounts it disputes ("Disputed Amounts") and within ten (10) business days after the applicable due date give the Billing Party written

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				notice of the amount disputed, specific details and reasons for disputing each item (including, without limitation, as applicable, the date of the bill in question BAN/invoice number of the bill, the telephone number, customer code, circuit ID number or trunk number, the USOC information questioned), unless the Parties agree a lesser level of detail is necessary), and pay to the Billing Party all undisputed unpaid charges by their applicable due date. All disputes must be in good faith and have a reasonable basis. If the Billed Party determines that additional information should be submitted to the Billing Party to aid in the resolution of the bill dispute, then the Billed Party may submit the additional information in written form in conjunction with the completed SBC Texas standard bill dispute document.
32	[CLEC Coalition] 18	[CLEC Coalition] Backbilling. What are the appropriate parameters on back billing?	[CLEC Coalition] 10.2 [SBC Texas] 11.4.1	The Commission adopts SBC-Texas's language. The Commission finds that for a Party to be able to back-bill or claim credit for any charges that are found to be unbilled, under-billed or over-billed, when such charges appeared or should have appeared on a bill dated within the 12 months immediately preceding the date on invoice in which the charges should have appeared is not unreasonable. In some instances where SBC-Texas is billing for another Party, SBC-Texas has no control over the time lapse between when charges are incurred and when they're passed on to SBC-Texas for billing.
	[CJP]10	[CJP] Should the agreement contain procedures for	[CJP] 8.5.5-8.5.7	The Commission adopts the language written in SBC 32 (CLEC Coalition 18) above.

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		backbilling?		
34	[CLEC Coalition] 23	[SBC Texas Overarching Issue statement] With the instability of the current telecommunications industry, is it reasonable to require CLECs to escrow disputed amounts so that CLECs do not use the dispute process as a mechanism to delay and/or avoid payment? [CLEC Coalition] Payment of disputed amounts. Should a party have a right to withhold payment of disputed amounts?	[Advantex] 11.4, 6.4.1	The Commission finds that it is reasonable to have CLECs with a billing dispute escrow in an interest bearing account, the amount in dispute. This process would enable the CLECs to: 1) obtain the escrowed funds in a more timely manner if the billing error is in CLEC's favor than if they had to wait for a refund or credit for SBC-Texas in a "pay and dispute" situation, 2) receive interest on funds placed in escrow. This process would also deter CLECs from filing a bill dispute in order to avoid paying the invoice. Therefore, the Commission adopts SBC-Texas's language with the following deletion. The last sentence proposed Section 11.4 which reads "To be acceptable, the Third Party escrow agent must meet all of the following criteria:" was deleted. 11.4 If any portion of an amount due to SBC-Texas for resale services, or *Unbundled N*etwork *E*lements under this agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall, prior to the Bill Due Date, give written notice to SBC-Texas of the amounts it disputes ("Disputed Amounts") and include in such written notice the specific details and reasons for disputing each item listed in Section 11.4.1. Should SBC-Texas agree with the Disputing Party that a material billing error has apparently occurred, but requires additional time for investigation or to ascertain the correct amount, SBC-Texas will notify the Disputing Party in writing of the portion of its invoice, if any, that the Disputing Party is not required to pay or escrow pending resolution of the dispute. For purposes of this section, to be "material" an alleged billing error must a) appear on the current invoice and b) the Billed Party's dispute does not involve 50% or more of the total amount of the previous bill out of the same billing system. The Disputing Party should utilize any existing and preferred form provided by SBC-Texas to ***provide written notice*** of disputes to the Billing Party. The Non-Paying Party shall pay when due, (i) all

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				undisputed amounts to SBC-Texas, and (ii) all Disputed Amounts, [other than disputed charges arising from Appendix Reciprocal Compensation], into an interest bearing escrow account with a Third Party escrow agent mutually agreed upon by the Parties.
	[CLEC Coalition] 23	**[CLEC Coalition]** **Payment of disputed amounts.** Should a party have a right to withhold payment of disputed amounts?	[CLEC Coalition] 11.4	The Commission adopts the language written in SBC-Texas 34 (CLEC Coalition 23) above.
35		[SBC Texas Overarching Issue] With the instability of the current telecommunications industry is it reasonable for SBC Texas to require a deposit from parties with a proven history of late payments?		
	[MCIm] 16	[MCIm] Which Party's Deposit clause should be included in the Agreement?	[MCIm] 9 et seq.	The Commission adopts SBC-Texas's contract language with the following modifications: 9.1 Intentionally Omitted 9.2 Upon request by SBC-Texas, the Billed Party, when having met the requirements listed in Section 9.2.1, will provide SBC-Texas with adequate assurance of payment of amounts due (or to become due) in the form of a deposit to SBC-Texas. 9.2.1 At the effective date of this agreement if the Billed Party has received at least two (2) delinquent notices in the prior twelve (12) months; if the Billed Party is a new entrant to the market or an affiliate to an existing ILEC or CLEC ("New Entrant") and has not been in service long enough to have already established satisfactory credit by having made at least twelve (12) consecutive months of timely payments to SBC TEXAS for charges incurred as a CLEC or ILEC; or if there is deemed by SBC TEXAS to be an impairment of credit of the "New Entrant" at the

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				initial establishment of credit; 9.2.2 Such impairment of credit will be determined from information available from financial sources, that the Billed Party has not maintained a BBB or better long term debt rating or an A-2 or better short term debt rating by Standard and Poor's for the prior six months; or 9.2.3 The Billed Party (a) fails to timely pay a bill rendered to it (except such portion of a bill that is subject to a good faith, bona fide dispute and as to which the Billed Party has complied with the billing dispute requirements set forth herein), and (b) the amount of such undisputed delinquency exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to the Billed Party under this Agreement for the month in question; or 9.2.4 The Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding. 9.3 Unless otherwise agreed by the Parties any assurance of payment required by the previous section shall consist of: 9.3.1 a cash security deposit ("Cash Deposit") held by SBC TEXAS or; 9.3.2 an unconditional, irrevocable standby bank Letter of Credit from a U.S. financial institution acceptable to both Parties naming SBC TEXAS as the beneficiary thereof and otherwise in form and substance satisfactory to both Parties ("Letter of Credit"). 9.3.3 The Cash Deposit or Letter of Credit must be the greater of: 1) an amount equal to three (3) months anticipated charges (including, but not limited to, recurring, non-recurring and usage sensitive charges,

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				termination charges and advance payments), as reasonably determined by SBC TEXAS, for the Interconnection, Resale Services, Network Elements, Collocation or any other functions, facilities, products or services to be furnished by SBC TEXAS under this Agreement; or 2) $ 17,000 flat fee. 9.4 To the extent that SBC TEXAS elects to require a Cash Deposit, the Parties intend that the provision of such Cash Deposit shall constitute the grant of a security interest in the Cash Deposit pursuant to the Article 9 of the Uniform Commercial Code in effect in the State of Texas. 9.5 All cash deposits will accrue interest payable when the deposit is returned to the Billed Party. However, SBC Texas will not pay interest on a Letter of Credit. 9.6 If during the course of this Agreement the Billed Party paying the Deposit establishes a minimum of twelve (12) consecutive months good credit history with SBC TEXAS when doing business as a local service provider, SBC TEXAS holding the Deposit(s) shall return the initial deposits, with interest; provided, however, that the terms and conditions set forth herein shall continue to apply for the remainder of the Term. In determining whether a Billed Party has established a minimum of twelve (12) consecutive month's good credit history, the Billed Party's payment record for the most recent twelve (12) monthly billings occurring within the prior twenty-four (24) months shall be considered. 9.7 Any cash deposit shall be held as a guarantee of payment of charges billed, provided, however, SBC TEXAS, who is holding the Deposit, may exercise its right to credit any cash deposit to the Billing Party's account upon the occurrence of any one of the following events: 9.7.1 the Billed Party owes the Billing Party undisputed charges under this Agreement that are more than thirty (30) calendar days past due or

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				9.7.2 the Billed Party admits its inability to pay its debts as such debts become due, has commenced a voluntary case (or has had an involuntary case commenced against it) under the U.S. Bankruptcy Code or any other law relating to insolvency, reorganization, winding-up, composition or adjustment of debts or the like, has made an assignment for the benefit of creditors or is subject to a receivership or similar proceeding; or 9.7.3 when this Agreement expires or terminates; or 9.7.4 during the month following the expiration of twelve (12) months after that cash deposit was remitted, SBC TEXAS, who is holding the Deposit shall credit any cash deposit to the Billed Party's account so long as it has not been sent more than one delinquency notification letter for Texas during the most recent twelve (12) months. 9.8 So long as the Billed Party maintains timely compliance with its payment obligations, SBC TEXAS, who is holding the Deposit, will not increase the deposit amount required. If the Billed Party fails to maintain timely compliance with its payment obligations, SBC TEXAS, who is holding the Deposit reserves the right to require additional deposit(s) in accordance with this Section. 9.9 If during the first six (6) months of operations in Texas, if the Billed Party has been sent one delinquency notification letter by SBC TEXAS, who is holding the deposit, the deposit amount for that state shall be re-evaluated based upon the actual billing totals and shall be increased if the Billed Party's actual billing average for the three (3) month period exceeds the deposit amount held. 9.9.1 Throughout the Term, any time the Billed Party has been sent two (2) delinquency notification letters for any one state by SBC TEXAS, who is holding the Deposit, the deposit amount shall be re-evaluated based upon actual billing totals and shall be increased if the Billed Party's

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				actual billing average for the three (3) month period exceeds the deposit amount held. 9.10 Whenever a deposit is re-evaluated as specified herein, such deposit shall be calculated in an amount equal to the average billing for three (3) month period. The most recent three (3) months billing on all Billing Account Numbers (BAN)s for Resale Services, Network Elements, and Reciprocal Compensation shall be used to calculate the monthly average. 9.11 Intentionally Omitted 9.12 Whenever a deposit is re-evaluated, the Billed Party shall remit the additional deposit amount to SBC TEXAS, who is holding the Deposit within fifteen (15) calendar days of receipt of written notification requiring such deposit. If the Billed Party fails to furnish the required deposit, the Party holding the Deposit shall suspend the Billed Party's ability to process orders until the deposit is remitted. 9.13 Intentionally Omitted 9.14 The fact that SBC TEXAS, who is holding the Deposit holds either a cash deposit or irrevocable bank letter of credit does not relieve the Billed Party from timely compliance with its payment obligations under this Agreement (including, but not limited to, recurring, non-recurring and usage sensitive charges, termination charges and advance payments), nor does it constitute a waiver or modification of the terms of this Agreement pertaining to disconnection or re-entry for non-payment of any amounts required to be paid hereunder. The Commission finds that it is reasonable to allow SBC TEXAS to request a deposit, within the parameters outlined above, from a Billed Party that has no previous credit history, has no previous credit history and is affiliated with a company that may have good payment history but has an impairment of credit or a Billed Party that has established a poor payment history.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	[Birch/ ionex] 7	**Exception**[CLEC Coalition] **Deposits.** Should CLEC be required **to** give SBC an exceptionAssurance of Payment??	.1[B/I] 8.11	The Commission adopts the contract language as written in SBC 35 (MCIm 16) above.
	[CJP] 12 15	[CJP] Should SBC be allowed to collect a deposit before any services are rendered? [SBC] Is it appropriate for SBC to request a reasonable deposit in lieu of assuming financial risk for new CLEC customers? [CLEC Coalition] **Deposits.** Should CLEC be required to give SBC an Assurance of Payment?	[CJP] § 8.11.3	**THIS ISSUE HAS BEEN RESOLVED AS TO CJP 12**
	[CJP] 13	[CJP] Should SBC be allowed to reevaluate the deposit amount? If so, under what conditions should this be allowed?	[CJP] §§ 8.11.5, 8.11.6	The Commission adopts SBC-Texas's language as modified below: If during the first six (6) months of operations under this Agreement, AT&T (a) has been sent at least one valid delinquency notification letter (a letter notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date (30 days from the date of the invoice or 20 days from AT&T's receipt, whichever due date applies to the bill in question, pursuant to, Section 8.1, above)) by SBC TEXAS, where at least a portion of the charges addressed by the delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to AT&T under this Agreement of the state in which AT&T is delinquent for the months in question, the deposit amount for the service(s) subject to such delinquency notification letter shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a three month period exceeds the deposit amount held. For purpose of this section, multiple delinquency letters for individual services (i.e. resale, UNE, etc) relating to the same Billing Account Number (BAN) for overlapping time periods will be deemed to be one delinquency letter.

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				8.11.6 Throughout the term of this Agreement and any extension(s) thereof, any time AT&T (a) has been sent at least two (2) valid delinquency notification letters (letters notifying AT&T of charges that remain unpaid more than fifteen (15) days past their due date) by SBC TEXAS within the immediately preceding twelve (12) months, where at least a portion of the charges addressed by each delinquency notification letter are not the subject of a dispute under Section 8.5; and (b) the amounts covered by such delinquency notices equals or exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to AT&T under this Agreement of the state in which AT&T is delinquent for the months in question, the deposit amount for the service subject to such delinquency notification letters shall be re-evaluated based upon AT&T's actual billing totals and shall be increased if AT&T's actual billing average for a three month period exceeds the deposit amount held. The Commission finds that it is reasonable to allow SBC-Texas to request an additional deposit from a Billed Party that has established a poor payment history. The Commission also finds that multiple delinquency notices for the same Billing Account Number (BAN) that include overlapping time periods are, for this section only, to be considered as one delinquency notice.
36	[CJP] 15	[CJP] Should CLECs receive bills and invoices electronically or as paper copies?	[CJP] § 8.14	The Commission adopts SBC-Texas's language. The Commission finds it reasonable for SBC-Texas to provide all bills and invoices to the other Party electronically when technically feasible rather than in paper form.
37	[CJP] 16	[CJP] Should Petitioners be able to recover for time and effort expended to pursue billing disputes?	[CJP] 16§ 8.15	The Commission ***does not*** adopt CJP Section 8.15 language. The Commission finds it is not reasonable to expect compensation for processing billing disputes but rather

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				considers this a cost of doing business.
	[CJP] 17	Should SBC provide notice of the specific time at which it may perform a vendor meet?	§ 8.16	The Commission ***does not*** adopt CJP Section 8.16 language. The Commission finds that CJP Section 8.16 is not a GT&C issue.
38	[MCIm] 18 a) & 20	[SBC] Should the Dispute Resolution clause be expressly required as an alternative to court litigation? [MCIm] Given that the parties have agreed in Appendix Invoicing to "stake dates" for billing disputes, should the GTC include a contradictory standard?	**[MCIm]** 12.2 12.3.2, 12.3.3	*THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 18a & 20*
	[MCIm] 20	**[SBC]** What time period should elapse for informal Dispute Resolution before further action can be taken? **[MCIm]** What time period should elapse after the commencement of informal Dispute Resolution before formal dispute resolution can be commenced?	[MCI,] 12.3.2, 12.3.3	***THIS ISSUE HAS BEEN RESOLVED***
	[CLEC Coalition]	Language found in Appendix but not addressed in DPL	[CLEC Coalition] 11.2.2	
	[CLEC Coalition] 21	[SBC] 1) Should the Parties negotiate disputes in good faith? 2) Should documents produced during negotiations be confidential? [CLEC Coalition] **Informal non-billing disputes.** What language should govern the resolution of informal non-billing disputes?	[CLEC Coalition] 11.3.1	The Commission adopts the language proposed by SBC-Texas with the exception of SBC-Texas' proposal that other Party shall have ten (10) business days to designate its own representatives. The ten (10) days should be changed to five (5) days. The Commission agrees with the CLEC Coalition that five business days is more than sufficient for such a designation. The Commission agrees with SBC-Texas that informal dispute resolution saves time, resources and money not only for SBC-Texas and the CLEC, but also for the Commission. (Quate Direct at 12, SBC -TX Ex. 35)

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				With respect to settlement discussions and correspondence being exempt from discovery, the Commission agrees it is in both parties' best interest to maintain the traditional confidentiality of settlement negotiations and protect such communications from the discovery process. (Quate Direct at 9-10, SBC -TX Ex. 35; and, Quate Rebuttal at 6-7, SBC -TX Ex. 36.)
	[CLEC Coalition] 22	[SBC] Should the Commission establish special procedures for expedited relief in addition to the already established procedures set forth in TPR 22.326-22.328? [CLEC Coalition] **Customer-affecting disputes.** Should a party have the right to seek emergency relief from PUC in the case of customer-affecting disputes?	[CLEC Coalition] 11.3.2, 11.3.3	The Commission adopts the language proposed by SBC-Texas. The Commission believes the Customer Affecting Dispute Rules proposed by the CLEC Coalition is overly complicated and agrees with SBC-Texas that the Commission Rules (in particular, PUC Proc. §§21.127 and 21.129) already provide ample mechanisms for addressing any disputes that might have an impact on customers.
	[CLEC Coalition] 38	[CLEC Coalition] **Escalation and Service Interruptions.** Should the agreement include provisions regarding an escalation process and interruption of service?	[CLEC Coalition] 51.1, 51.2	The Commission does not adopt the language proposed by the CLEC Coalition. The Commission is persuaded by SBC-Texas, that as it stands, the parties' interconnection agreement contains an informal dispute resolution procedure that does what the CLEC Coalition seeks in proposed GT&C section 51.1—it provides a means for the CLEC to escalate its disputes. (Quate Direct at 10-11, SBC -TX Ex. 35.)
	[CJP] 20	[SBC] Should the interconnection agreement contain duplicative, potentially confusing, language regarding alternatives to litigation? [CJP] Should the Agreement include a provision regarding alternatives to litigation?	[CJP] § 9.2.2	The Commission adopts the language proposed by SBC-Texas. The Commission agrees with SBC-Texas that GT&C Section 9.2.1 reserves each party's right to resort to the Commission or to a court, agency, or regulatory authority of competent jurisdiction with respect to disputes. (Quate Rebuttal at 7, SBC -TX Ex. 36.)
39	[AT&T] 6 [Birch/ ionex] 8 CLEC Coalition 24	[AT&T] Under what circumstances may SBC disconnect services for nonpayment? [CLEC Coalition] What provisions should govern the	[AT&T] 10 [B/I] 10	The Commission adopts the following SBC-Texas's contract language with modifications: 10.0 Failure to pay all or any portion of any amount

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		termination of service for nonpayment?		required to be paid may be grounds for disconnection of Resale Services, Network Elements and Collocation under this Agreement. If a Party fails to pay any charges billed to it under this Agreement, including but not limited to any Late Payment Charges or miscellaneous charges ("Unpaid Charges"), and any portion of such Unpaid Charges remain unpaid after the Bill Due Date, SBC TEXAS will notify the Non-Paying Party in writing that in order to avoid disruption or disconnection of the Resale Services, Network Elements and Collocation furnished under this Agreement, the Non-Paying Party must remit all Unpaid Charges to SBC TEXAS within fifteen (15) Calendar Days following receipt of the Billing Party's notice of Unpaid Charges. 10.1 If the Non-Paying Party desires to dispute any portion of the Unpaid Charges, the Non-Paying Party must complete all of the following actions not later than ten (10) Business Days following receipt of SBC TEXAS's notice of Unpaid Charges: 10.2.1 notify SBC TEXAS in writing which portion(s) of the Unpaid Charges it disputes, including the total amount disputed ("Disputed Amounts") and the specific details listed in Section 8.5.1 of this Agreement, together with the reasons for its dispute; and 10.2.2 pay all undisputed Unpaid Charges to SBC TEXAS; and 10.2.3 pay all Disputed Amounts [other than disputed charges arising from Appendix Reciprocal Compensation] into an interest bearing escrow account that complies with the requirements set forth in Section 8.5, and 10.2.4 the Non-paying Party is required to deposit Disputed Amounts into an interest bearing escrow account, it must provide written evidence that it has established an interest bearing escrow account that complies with all the terms set forth in Section 8.5 and deposited a sum equal to the Disputed Amounts [other

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				than disputed charges arising from Appendix Reciprocal Compensation] into that account. Until evidence that the full amount of the Disputed Charges [other than disputed charges arising from Appendix Reciprocal Compensation] has been deposited into an escrow account that complies with Section 8.5 is furnished to SBC TEXAS, such Unpaid Charges will not be deemed to be "disputed" under Section 10. 10.3 Issues related to Disputed Amounts shall be resolved in accordance with the procedures identified in the Dispute Resolution provision set forth in Section 9. 10.4 After expiration of the written notice furnished pursuant to Section 10.1 hereof, if Non-paying Party continues to fail to comply with Section 10.2.1 through 10.2.4, inclusive, or make payment(s) in accordance with the terms of any mutually agreed payment arrangement, SBC TEXAS shall, in addition to exercising any other rights or remedies it may have under Applicable Law, furnish a second written demand to Non-paying Party for payment within fifteen (15) calendar days of any of the obligations enumerated in Section 10.1. On the day that SBC TEXAS provides such written demand to the Non-paying Party, SBC TEXAS may also exercise any or all of the following options: 10.4.1 suspend acceptance of any application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and/or 10.4.2 suspend completion of any pending application, request or order from the Non-Paying Party for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement. 10.5 Notwithstanding anything to the contrary in this Agreement, SBC TEXAS' exercise of any of its options under Section 10.4, 10.4.1 and 10.4.2:

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				10.5.1 will not delay or relieve the Non-paying Party's obligation to pay all charges on each and every invoice on or before the applicable Bill Due Date, and 10.5.2 will exclude any affected application, request, order or service from any otherwise applicable performance interval, Performance Benchmark or Performance Measure. 10.6 A copy of the demand provided to the Non-paying Party under Section 10.4 will be provided to the Commission. 10.7 If the Non-Paying Party fails to pay SBC TEXAS on or before the date specified in the demand letter provided under Section 10.4 of this Agreement, SBC TEXAS may, provided that the undisputed amount of the Unpaid Charges exceeds five percent (5%) of the aggregate amount billed by SBC TEXAS to the Non-Paying Party for the immediately preceding month under this Agreement, in addition to exercising any other rights or remedies it may have under Applicable Law: 10.7.1 cancel any pending application, request or order for new or additional Interconnection, Resale Services, Network Elements, Collocation, functions, facilities, products or services under this Agreement; and 10.7.2 disconnect any Resale Services, Network Elements and/or Collocation furnished under this Agreement. Disconnection of services shall occur for all services provided from SBC TEXAS for the Non-Paying Party's Billed Account Number (BAN). 10.8 Within five (5) calendar days following any such disconnection, SBC TEXAS will notify each Resale End User that because of Non-Paying Party's failure to pay SBC TEXAS, the End User's local service will continue for an additional thirty (30) calendar days and that the

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				End User has thirty (30) calendar days from the disconnection date to select a new Local Service Provider. SBC TEXAS. SBC TEXAS will notify the Commission of the names of all Resale End Users who received a notice under Section 10.8. 10.9 If any Resale End User fails to select a new Local Service Provider within thirty (30) calendar days of the disconnection, SBC TEXAS may terminate the Resale End User's service. 10.10. SBC TEXAS will notify the Commission of the names of all Resale End Users whose local service was terminated pursuant to Section 10.9. 10.11 Non-Paying Party shall be responsible for all charges for any service furnished by SBC TEXAS to any End User pursuant to Section 10.8 hereof. 10.12 Nothing in this Agreement shall be interpreted to obligate SBC TEXAS to continue to provide local service to any Resale End User beyond the thirty (30) calendar day selection period. Nothing herein shall be interpreted to limit any and all disconnection rights SBC TEXAS has with regard to such Resale End Users under Applicable Law. The Commission finds that is reasonable given the instability in the telecommunications industry, to allow SBC TEXAS to have non-payment and disconnection language included in the ICA. However, the Commission has determined that a more reasonable timeframe for payment of the first and second notices of non-payment is fifteen (15) calendar days for each notice. The Commission finds that in order to provide a higher level of protection for the Resale End User, in addition to SBC TEXAS sending a thirty (30) day notice to Resale End Users informing them of the need to designate a new provider, SBC TEXAS shall send the Commission a list of all Resale End Users that are being notified.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				The Commission also finds that in order to avoid having a Non-Paying Party shift customers from one platform to another (i.e. changing customers from UNE to resale) in order to avoid paying certain charges, SBC TEXAS shall disconnect the Billed Account Number (BAN) and not just the individual service that is past-due.
	CLEC Coalition 24	[CLEC Coalition] What provisions should govern the termination of service for nonpayment?	12.1- 12.3	The Commission adopts the language as written in SBC 39 (AT&T 6, Birch/ionex 8 and CLEC Coalition 24) above.
	[MCIm] 17	[MCIm] What terms and conditions should apply in the event the Billed Party does not either pay or dispute its monthly charges?	**[MCIm]** 10 et seq.	The Commission adopts the language as written in SBC 39 (AT&T 6, Birch/ionex 8 and CLEC Coalition 24) above.
	[CJP]	Language found in Appendix but not addressed in DPL	[CJP] 10	
	[CJP] 21	[CJP] Should SBC be allowed to suspend order acceptance or disconnect a CLEC over an issue regarding which a CLEC has filed a dispute and for interim relief and the Commission has not finally ruled on the interim relief request?	[CJP] 10.3	The Commission adopts the language as written in SBC 39 (AT&T 6, Birch/ionex 8 and CLEC Coalition 24) above.
40	MCIm] 21 CLEC Coalition	[SBC Texas] (a) Should each party bear the cost of its own attorney's fees? (b) Should the agreement state that the arbitrator may not award consequential damages? [MCIm] In the event of a commercial arbitration to resolve disputes, what limitations and conditions should apply to the case?	[MCIm] 12.3.3.2, 12.3.3.3	THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 21.
	[CLEC Coalition]	Language found in Appendix but not addressed in DPL	[CLEC Coalition} 11.6.1	The Commission finds the competing language to be exactly the same. Therefore, the Commission finds no reason for the dispute.
42	[MCIm] 22	Which Party's audit requirements should be included in the Agreement?	13 et seq.	The Commission adopts the language proposed by SBC-Texas. The Commission finds that the provisions establish an appropriate and reasonable time limitation for the audit process.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				The Commission notes that the SBC-Texas proposal requires parties to retain records for 24 months, in compliance with P.U.C. Substantive Rule §26.25. (Quate, Direct at 43, SBC -TX Ex. 35) The Commission agrees that audit provisions are a necessary component of an agreement and ensure the parties' ability to evaluate the accuracy of billing and invoicing of the services provided. (Quate Direct at 41-42, SBC TX Ex. 35) The Commission notes that SBC-Texas asserts that it is appropriate for an auditing party employee to conduct the audit. Further, SBC-Texas agrees that the parties should be able to use an independent contractor, if they prefer, on the condition that the audited party is not comfortable with an auditing party's employee performing the audit. The language proposed by SBC-Texas provides that the audited party may request an independent auditor if the audited part agrees to pay ¼ of the independent auditor's fees. (Quate Direct at 44, SBC -TX Ex. 35.)
42	[CJP] 24	[CJP] Should the parties be allowed to audit each other and, if so, what are the conditions under which such audits should be conducted?	[CJP] § 32.1-.6	**THIS ISSUE HAS BEEN RESOLVED AS TO CJP 24**
43	[AT&T] 11 [Birch/ ionex] 13	[AT&T] What disclaimer of warranties is appropriate for the parties?	[AT&T] 51.0 [B/I] 51.0	The Commission adopts the language proposed by SBC-Texas. The Commission believes the 51.0 Disclaimer Warranties language proposed by SBC-Texas is consistent with basic contract law. The Commission finds that this does not negate any SBC-Texas obligations under any attachments in the ICA.
	[MCIm] 23	[MCIm] Which Party's express and implied warranties language should be included in the Agreement?	[MCIm] 14 et seq.	**THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 23.**
	[CJP]	Language found in Appendix but not addressed on DPL	51.0	The Commission adopts the language written in SBC 43 (AT&T 11, Birch/ionex 13).
44	[CLEC Coalition] 25	Taxes. Should CLECs be allowed to have the same provisions	15.1-15.9	**THIS ISSUE HAS BEEN RESOLVED**

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		as were agreed to in the SBC-AT&T contract?		
44	**MCI GT&C 30**	Which party's tax language should be included in the agreement?	35 et seq.	**This issue has been resolved.**
45	[CLEC Coalition]26	Force Majeure. Is CLEC entitled to the same Force Majeure language as in the SBC-AT&T contract?	16.0	The Commission adopts the language proposed by the CLEC Coalition. The Commission notes that the language proposed by the CLEC Coalition is the same language that SBC-Texas has agreed to with AT&T.
46	[AT&T] 7 Birch/ ionex] 9	[AT&T] Is SBC entitled to reclaim facilities abandoned by an AT&T customer when a disconnection has not yet occurred?	[AT&T] 17.2 [B/I] 17.2	The Commission adopts the language proposed by SBC-Texas. The Commission notes that SBC-Texas is not seeking to unilaterally determine when a premise is abandoned. The Commission is persuaded by SBC-Texas when a CLEC's end user customer has abandoned his/her premises without disconnecting phone service, and a new end user has requested service at that location, SBC-Texas needs to be able to reuse the abandoned facility. (Pellerin Direct at 13-14, SBC -TX Ex. 32, and Pellerin Rebuttal at 11, SBC -TX Ex. 33.) The Commission is also persuaded that SBC-Texas is not seeking unilateral control over disconnection of AT&T's end users. SBC-Texas's language specifically provides that AT&T will be expected to confirm that its end user's premises are, in fact, abandoned. If AT&T confirms that its end user wants to continue its service, there will be no reclamation. (Pellerin Rebuttal at 11, SBC -TX Ex. No. 33)
	[CLEC Coalition] 28	[CLEC Coalition] Subscriber Selection Should CLECs be able to adopt the subscriber selection agreement to which SBC has agreed to give AT&T?	[CLEC Coalition] 20.1-20.3	Commission adopts language as written in SBC DPL – 46, AT&T DPL 7, above.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
	[CJP]	Language found in Appendix but not addressed in DPL	[CJP] 17.2	Commission adopts language as written in SBC DPL – 46, AT&T DPL 7, above.
48	CLEC Coalition] 27	[CLEC Coalition] Network Maintenance - Should SBC's "Network Maintenance and Management" provisions be included in the GTC of the Agreement?	[CLEC Coalition] 18.1-18.3	The Commission adopts the language proposed by SBC-Texas. The Commission is not convinced by the CLEC Coalition assertions that SBC-Texas's proposed language is unnecessary and duplicative As SBC-Texas points out, while some of SBC-Texas's proposed network management language is included in the Network appendix, most of it is not, and there is no provision regarding 24-hour contact numbers for the traffic management in the network appendix. (Pellerin Direct at 14, SBC -TX Ex. 33.)
49	[CLEC Coalition] 34	Change Management – Should SBC be obligated to work with CLECs to insure smooth implementation of changes?	39.3	**THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 37 ONLY** The Commission adopts the position of SBC-Texas. The Commission notes that SBC-Texas is fully committed to continuing the collaborative, CMP process. Notwithstanding that commitment, this obligation is covered in SBC-Texas's proposed language regarding CMP in Attachment 27: OSS (see SBC-Texas OSS Issue 3) and need not be included here. (McNeil Rebuttal at 27, SBC -TX Ex. 23.) The Commission notes CMP is a 13 state Commission-approved process of planning, coordinating, monitoring, and communicating changes to OSS. (McNiel Direct at 15, SBC -TX Ex. 22) The Commission further notes the CMP is designed to be a vehicle for CLECs to request changes to SBC-Texas's OSS interfaces and to communicate those changes among all interested users of the systems. [McNiel Direct at 15, SBC -TX Ex. 22]

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				The Commission further notes that according to SBC-Texas it (the CMP) ensures that all users of OSS, on a 13-state basis, have a voice in determining changes to SBC-Texas's OSS interfaces and reduces the potential for negative effects on other OSS users. (McNiel Direct at 14-15, SBC -TX Ex. 22; and McNiel Rebuttal at 13-15, SBC -TX Ex. 23.)
	MCI GT&C 37	Should amendments to the agreement be in writing and signed by both parties?	45.1	**THIS ISSUE HAS BEEN RESOLVED AS TO MCI 37**
50	[CLEC Coalition]	Language found in Appendix but not addressed in DPL -- CLEC Coalition raised same issue in SBC Issue 22, Coalition Issue 9.	[CLEC Coalition] 4.5-4.8	**THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 38** The Commission adopts the language proposed by SBC-Texas and the Commission finds that the proposed language is necessary to ensure that products and services are not included in the ICA that do not have corresponding rates.
50	**MCI GT&C 38**	SBC: Should an amended rates and other amended terms be made retroactively effective, by agreement of the parties, prior to Commission approval? MCIm: Should the parties be permitted to implement portions of an amendment prior to Commission approval of the amendment?	45.1	**THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 38**
52	[MCIm] 34	SBC: May SBC TEXAS respond to an MCIm's End Users' inquiry when he or she is seeking SBC TEXAS retail tariffed services? MCIm: When acting on MCIm's behalf, should SBC be prohibited from marketing to MCIm's customer?	40.4	**THIS ISSUE HAS BEEN RESOLVED AS TO MCIm 34.**
	[CJP] 26	Should the restrictions regarding SBC's contact with a CLEC's customers be extended?	§ 50.0-.1	The Commission adopts the language proposed by SBC-Texas. The Commission does not support and finds unreasonable the language proposed by CJP that would apply a $1,000 fine per occurrence, as the Commission believes such language goes beyond and is inconsistent the Code of Conduct the Commission has established.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				The Commission agrees with SBC-Texas that the Commission has adopted a Texas Code of Business and Marketing Conduct ("Code"), which is codified in P.U.C. Substantive Rule 23.133, which governs the actions of every employee of every certified telecommunications carrier operating in Texas, and SBC-Texas employees, like employees of other provides, must abide by this Code. (Pellerin Direct at 5, SBC -TX Ex. 32.)
	[CLEC Coalition]	Language found in Appendix but not addressed in DPL	[CLEC Coalition] 19	The Commission adopts SBC-Texas language. The Commission finds that SBC-Texas language merely memorializes Law Enforcement and Civil Process. The CLECs did not propose any contract language.
55	[CLEC Coalition]	Language found in Appendix but not addressed on DPL	[CLEC Coalition] 30	The Commission adopts the language proposed by SBC-Texas. The Commission finds that the proposed language is a reasonable provision that reduces the likelihood of future disputes and should be included in the ICA as proposed. The Commission is also persuaded by SBC-Texas that the CLECs' proposed language could easily lead to future disputes, not only between the parties, but also between on of the parties and a non-party that claims to be a third-party beneficiary. For example, if the CLECs' language were adopted, a non-party may claim that whatever reference is made to it in the interconnection agreement is sufficient to support its alleged third-party beneficiary status. (Quate Direct 45-46, SBC -TX Ex. 35.) The CLECs did not propose any contract language.
56	[CLEC Coalition]	Language found in Appendix but not addressed in DPL	[CLEC Coalition] 43	The Commission adopts the language proposed by SBC-Texas. The Commission is persuaded by SBC-Texas that each party should be responsible for its own expenses associated with any authorization required to conduct business. (Pellerin Direct at 18, SBC -TX Ex. 32.)

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				The CLECs did not propose any contract language.
57	[CLEC Coalition]	Language found in Appendix but not addressed on DPL	[CLEC Coalition] 44.4.3	The Commission adopts the language proposed by SBC-Texas. The Commission believes that SBC-Texas and the CLEC should only be liable for damages it causes. The CLECs did not propose any contract language.
58	[MCIm] 33 [CLEC Coalition]	SBC: Should the interconnection agreement include terms and conditions relating to transit service? MCIm: Should MCIm be prohibited from sending transit traffic to SBC?	39	**THIS ISSUE HAS BEEN RESOLVED**
Not on SBC DPL	CLEC Coalition 37	**Survival of Obligations.** What language should govern the parties' transition of obligations under their current ICA to this agreement	48.2	**THIS ISSUE HAS BEEN RESOLVED.**

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		Network Architecture	**Att. 11**	
1	AT&T-1 Xspedius-1 Birch/Ion-1	SBC-TEXAS overarching issue statement: Should CLEC be required to interconnect with SBC-TEXAS within SBC-TEXAS' network? Should the ICA state that AT&T may interconnect with SBC at outside plant and customer premises when those terms are undefined?	Part A 1.1	The Commission finds that CLECs shall be permitted to interconnect with SBC Texas *within* SBC-Texas's network. Section 251(b)(2) of the Federal Telecom Act obligates the ILEC to provide "interconnection with the local exchange carrier's network." The Commission adopts SBC-Texas's proposed contract language.
	CLEC Coalition NIA-1	Does language which says that CLEC may connect at any point within SBC Texas Network include CLEC switch locations?	CLEC Coalition/CJP Attach. NIA, section 2.3	The Commission adopts, by reference, the same finding and contract set forth in SBC Texas DPL No. 1.
	CJP NIA-1	Does language which says that CLEC may connect at any point within SBC Texas Network include CLEC switch locations?	CJP Attach. NIA, section 2.3	The Commission adopts, by reference, the same finding and contract language set forth in SBC Texas DPL No. 1.
	CLEC Coalition Not Numbered	CC –not numbered Should this attachment contain language clarifying that a CLEC's POI may be its switch location?		The Commission adopts, by reference, the same finding and contract language set forth in SBC Texas DPL No. 1.
2	AT&T-2 Xspedius-2 Birch/Ion-2	SBC-TEXAS overarching issue statement: Should a non-251/252 service such as Transit Service be negotiated separately? Should Section 251(b)(5) traffic be defined in this Agreement?	Part A 1.1 Attach. 11 NIA, section 1.16	The Commission finds that in Intercarrier Compensation DPL(s) SBC-17, SBC-18 and SBC-19, SBC shall provide Transit Traffic at TELRIC rates to CLECs. Additionally, see Intercarrier Compensation DPL SBC-2 on the definition of Section 251(b)(5) traffic.
	MCI 122	MCI 122 MCI Issue: Should SBC TEXAS' definition of "Section 251(b)(5) Traffic" be included in the Agreement? SBC Issue: Should the definition of "Section 251(b)(5) Traffic" be included in the Agreement? This was a correction to add 8.1 which was inadvertantly left off the first DPL	MCI 122 1.16; 8.1	The Commission finds that the Reciprocal Compensation Attachment is the appropriate place to define Section 251(b)(5) traffic. See Intercarrier Compensation DPL(s) SBC-2 on the definition of Section 251(b)(5) traffic. The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 2. The Commission adopts the contract language as written by the Commission in DPL SBC No. 2.
	MCI 140	MCI 140 MCIm Issue:	MCI 140 22 et. seq.; (Recip	The Commission adopts, by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 2.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		Should the rates, terms and conditions for third party transit traffic be set forth in this Agreement or in a separately negotiated Transit Service Agreement? SBC Issue: Should a non-251/252 service such as Transit Service be negotiated separately?	Comp 3.5; 7.1)	
	CLEC Coalition NIA-2	Should 251(b)(5) traffic be defined to include transit traffic? SBC Issue: (a)Should a non-251/252 service such as Transit Service be negotiated separately? (b)Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with SBC Texas so that CLEC may serve exchanges which are not in SBC TEXAS' Incumbent exchange areas?	CLEC Coalition Attach. 11 Section 1.16	**Transit Traffic** The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 2. **Out of Exchange Appendix** The Commission adopts, by reference, the same findings and contract language set forth in SBC Texas DPL No. 22.
	CJP NIA-2 CJP Attachment 12 Issue No. 8.	Should 251(b)(5) traffic be defined to include transit traffic? SBC Texas Issue: (a)Should a non-251/252 service such as Transit Service be negotiated separately? (b)Should CLEC be required to have an Out of Exchange Appendix when CLEC is seeking Section 251(a) interconnection with SBC Texas so that CLEC may serve exchanges which are not in SBC TEXAS' Incumbent exchange areas?	Attachment 11NIA Section 1.16	**Transit Traffic** The Commission adopts by reference, the same finding previously set forth in SBC Texas DPL No. 2. **Out of Exchange Appendix** The Commission adopts, by reference, the same findings and contract language set forth in SBC Texas DPL No. 22.
3	AT&T-3 Xspedius-3 Birch/Ion-3	SBC-TEXAS overarching issue statement: (a) Should a single point of interconnection be used by the CLEC as a "market entry vehicle" only? (b) Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside	SBC: Part A 1.1 - 1.1.2.1 AT&T: Part A 1.2 - 1.3	**Number of Points of Interconnection** The Commission agrees with SBC that a single point of interconnection (POI) should only be used as a market entry mechanism. The Commission has already made a determination on this issue in Docket No. 21791. Therefore, the Commission finds that CLECs can establish a single point of interconnection per LATA only as a market entry

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		the local calling area? (c) Should AT&T be able to establish one POI in a LATA or should the Parties establish POIs as proposed by SBC?		mechanism. Once the traffic exceeds more than 24 DS1s, CLECs should establish additional POIs. The Commission adopts the following SBC Texas proposed contract language: 1.18 A "Tandem Serving Area" or "TSA" is an SBC Texas area defined by the sum of all local calling areas served by SBC Texas End Offices that subtend an SBC Texas tandem for Section 251(b)(5)/IntraLATA Toll Traffic as defined in the LERG. 2.2 The Parties will interconnect their network facilities at a minimum of one CLEC designated Point of Interconnection (POI) within SBC Texas' network in the LATA where CLEC offers service. 2.2.1 A "Single POI" is a single point of interconnection within a LATA on the SBC Texas' network that is established to interconnect SBC Texas' network and CLEC's network for the exchange of Section 251(b)(5)/IntraLATA Toll Traffic. 2.2.2 The Parties agree that CLEC has the right to choose a Single POI, or multiple POIs. 2.2.3 CLEC agrees to establish additional POI(s) as follows: (i) in any SBC Texas TSA separate from any existing POI arrangement when traffic to/from that SBC Texas TSA exceeds twenty-four (24) DS1s at peak over three (3) consecutive months, or (ii) at an SBC Texas End Office not served by an SBC Texas tandem for Section 251(b)(5)/intraLATA Toll Traffic when traffic to/from that end office exceeds twenty-four (24) DS1s at peak over three (3) consecutive months. 2.2.4 The additional POI(s) will be established within 90 days of notification that the threshold has been met. **Distant POI and Expensive form of interconnection** Regarding the issue of distant POI and expensive form of interconnection, SBC-Texas's position has been rejected by the courts, and has been responded to, in Docket No. 28021. SBC-Texas is attempting to re-litigate a matter that has been previously addressed. Therefore, the Commission rejects SBC-Texas's proposed language.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				Direct End office Trunking See Commission response to SBC DPL SBC 7 (AT&T-7, Xspedium-7, Birch/Ion-7). The Commission adopts by reference, the same finding and contract language set forth in SBC Texas DPL No. 7. **Establishing POI in every LCA** See Commission response to SBC DPL No. 8. The Commission adopts by reference, the same finding and contract language set forth in SBC Texas DPL No. 8.
	MCI 125	**MCI 125** MCI Issue: What should the Agreement require with respect to the number of POIs MCIm shall maintain? SBC Issue: Should a single point of interconnection be used by the CLEC as a "market entry vehicle" only? Should MCIm be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single point of interconnection or a point of interconnection outside the local calling area?	**MCI 125** **3.0** **et . seq.**	The Commission adopts by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 3.
	CJP ITR-4 [CLEC Coalition] ITR-4	Should CLECs be able to establish one POI in a LATA or should the Parties establish POIs as proposed by SBC? SBC Texas's Issue: Should a single point of interconnection be used by the CLEC as a "market entry vehicle" only?	ITR SECTION 2.3	**This issue has been resolved as to CJP ITR 4 only.** The Commission adopts by reference, the same finding and contract language previously set forth in SBC Texas DPL No. 3.
4	AT&T-4 Xspedius-4 Birch/Ion-4	SBC Texas's overarching issue statement: May MCI's POI on SBC Texas's network be located outside of SBC's incumbent territory? AT&T's ISSUE: May AT&T's POI be located outside of SBC's incumbent territory?	AT&T: Part A 1.2 SBC: Part A 1.1	The Commission found in SBC DPL No. 3 that CLECs are required to establish, at a minimum, a single point of interconnection (POI) per LATA. Additionally, in SBC DPL No. 1 the Commission has clarified which facilities constitute SBC Texas's network and which do not. Based on the foregoing, CLECs are required to establish, at a minimum, a single point of interconnection per LATA, within SBC Texas's network.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				On the issue of what constitutes the LEC network, the Commission adopts, by reference, the same findings set forth in SBC Texas DPL No. 1. Regarding the locations of POIs, the Commission adopts, by reference, the same findings previously set forth in SBC Texas DPL No. 3 and 8. The Commission adopts the contract language as written in SBC Texas DPL No, 1, 3, and 8.
5	AT&T-5 Xspedius-5 Birch-5	SBC Texas's overarching issue: Should CLEC be required to bear the cost of selecting a technically feasible but expensive form of interconnection such as a single Point of Interconnection or a Point of Interconnection outside of SBC Texas's Local Calling Area? How should AT&T compensate SBC-T for interconnection?	AT&T: Part A 1.4 – 1.5 SBC: Part A 1.1 – 1.1.5.1. Part C 1.2 – 1.3	The Commission adopts, by reference, the same findings and contract language previously set forth in SBC Texas DPL No.1, 3, and 4.
	CLEC Coalition-NIA- 3	Should CLECs be "financially responsible" for interconnection trunking over 14 miles from the point of interconnection?	[CLEC Coalition] Attach. 11 – NIA sections 5.2, 5.3., 6.2 and 6.3.	This issue has been resolved.
	CJP NIA-3	Should CLECs be "financially responsible" for interconnection trunking over 14 miles from the point of interconnection?	Attach. 11 – NIA sections 5.2, 5.3., 6.2 and 6.3.	This issue has been resolved.
6	AT&T-6 (resolved) Xspedius-6 Birch/Ion-6	SBC Texas's overarching issue: To avoid inefficient network utilization or exhaustion of network facilities, should the Parties be required to establish additional POIs where call traffic levels through the existing POI exceed 24 DS1s at peak? Should the Parties establish an additional POI when there is more than one local, local/intraLATA or	Part A 1.1.3	This issue has been resolved as to AT&T Section 1.1.3 **Number of Points of Interconnection** The Commission agrees with SBC's concerns that tandem exhaust, cost, network integrity and ability to serve multiple CLECs together suggest that CLECs should be required to establish additional POIs once the parties exchange traffic in excess of 24 DS1s through a POI. The Commission believes that requiring CLECs to establish additional POIs is sound public policy.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		local/access tandem in a Local Calling Area served by an LCA POI when traffic through the existing POI exceeds 24 DS1s at peak over a one month period?		Additionally, see the Commission discussion in SBC Texas DPL No. 3. Therefore the Commission adopts the contract language previously set forth in SBC Texas DPL No. 3.
	CLEC Coalition-NIA 4	Should the Parties be required to establish an additional POI when traffic through the existing POI exceeds 24 DS1s at peak over a one month period?	CLEC Coalition Attachment 11 – NIA, section 7.1	This issue has been resolved.
	CJP NIA-4 CLEC Coalition NIA-4	Should the Parties be required to establish an additional POI when traffic through the existing POI exceeds 24 DS1s at peak over a one month period?	Attachment 11 – NIA, section 7.1	This issue has been resolved as to Section 7.1
7	AT&T-7 (Resolved) Xspedius-7 Birch/Ion-7	SBC Texas's overarching issue: Should a CLEC be required to direct end office trunk once traffic between the parties exceed one DS1 (or 24 trunks) for one month? Should AT&T be required to direct end office trunk once traffic between the parties exceeds one DS1 for one month?	Part A 1.1.4.1 Part C 2.0	This issue has been resolved as to AT&T Section 1.1.4.1 and Xspedius. The Commission agrees with SBC's concerns that tandem exhaust, cost, network integrity and ability to serve multiple CLECs together suggest that CLECs should be required to establish DEOT once the parties exchange traffic in excess of 1 DS1. *See* Albright Dir. at 34-35; Albright Reb. at 21-23; Neinast Reb. at 11. The Commission has previously concluded in Docket No. 21791 that DEOTs are necessary, stating that "[g]rowth in traffic exchanged by carriers on a LATA-wide basis, an exchange basis, and a central office basis, however, warrants the addition of POIs and/or direct end-office trunking." In the instant proceeding, SBC-Texas has also proposed that it will not charge CLECs for transport facilities from a POI to end offices located in the same LCA. This proposal should address some of the cost concerns raised by the CLECs. Albright Reb. at 21-22, Nelson Dir. at 7. Therefore the Commission concludes that CLECs must establish DEOTs when a CLEC's traffic from a POI to an end office located in the same LCA exceeds 24 DS0s. The Commission adopts the following contract language proposed by SBC Texas in a letter dated December 7, 2004: 1.1.4.1 At such time as traffic between any SBC Texas end office

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				and the tandem switch it subtends exceeds 24 DS0s, measured at peak over a one-month period, AT&T will establish two-way direct end office trunking to that end office. These trunk groups will be established as primary high trunk groups, which will overflow to the local, local/IntraLATA, or local/access tandem serving that end office. SBC Texas will not charge AT&T for the transport facilities, including multiplexing, between the serving tandem switch and the end office used for the direct end office trunk group, irrespective of the number of DS1 facilities used or the location of AT&T's POI.
8	AT&T-8 Xspedius-8 Birch/Ion-8	SBC Texas's overarching issue: Should CLEC be required to establish local interconnection trunks to every local calling area in which CLEC offers service? Should AT&T establish trunks in each local exchange area or only in each LATA?	Part A 1.5 Part C 1.0 Part F 1.0	**Minimum one POI Per LATA** The Commission rejects SBC Texas's position that the CLECs be required to establish a POI in every local calling area. This argument was rejected in Docket No. 21791. A requirement to establish a POI in every SBC-Texas local calling area would result in CLECs duplicating SBC's network. Therefore, the CLECs could choose any technically feasible point of interconnection within SBC-Texas' network, which includes establishing a single point of interconnection in a LATA. However, to address SBC-Texas's concerns about Tandem exhaust, and other operational issues, the Commission has ruled in DPL(s) SBC-3, SBC-6 and SBC-7, that CLECs should establish additional POIs or DEOTs once the traffic exceeds certain threshold. The Commission adopts the following contract language: CLECs shall establish the following separate and distinct trunk groups in each LATA **where** CLECs have opened an NPA/NXX, pooled numbers, or ported numbers, in accordance with this Part C. CLECs agree to provide an initial forecast for establishing the initial trunk groups required for interconnection in the LATA.
	MCI 126	**MCI 126** MCI Issue: Should MCIm be permitted to elect LATA wide terminating interconnection? SBC Issue:	**MCI 126** 3.5 et. seq.	The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 3 and 8.

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		Should MCI m be required to establish local interconnection trunks to every local calling area in which MCIm offers service?		
9	AT&T-9 Xspedius-9 Birch/Ion-9	Should AT&T provide a network information sheet (NIS) to SBC? Should AT&T provide network information to SBC for both new interconnections and changes to the parties interconnection, or only for new interconnections?	Part A 1.5	The Commission finds that CLECs must provide a network information sheet (NIS) to SBC for all new trunking arrangements in a LATA within SBC's network area and when changes are made to an existing interconnection. The Commission agrees that the NIS contains information necessary to complete, properly install, maintain, and track interconnection trunks between SBC Texas and requesting carriers. Having that information in a clear and consistent document increases efficiency between the parties (Albright Direct at 49-50, SBC-TX Ex. 1). Because carriers are allowed as few as one Point of Interconnection per LATA, the proposal by SBC that carriers provide a NIS sheet in each local exchange area where the carrier has opened an NPA/NXX, pooled numbers, or ported numbers is not necessary. Therefore, the Commission modifies SBC-Texas's contract language as follows: If a CLEC determines to offer local service within a SBC TEXAS area, that CLEC shall provide written notice to SBC TEXAS of the need to establish local/IntraLATA trunk groups in each LATA ~~local exchange area~~ where the CLEC has opened an NPA/NXX, pooled numbers, or ported numbers. The notice provided shall include, for each LATA ~~local exchange area~~, a non-binding trunk forecast and a Network Information Sheet (NIS) which identifies the CLEC switch CLLI, switch address, type of switch, NPA/NXX, and facility information. The NIS is required for all new trunking arrangements ~~is local exchange area~~ in a LATA within SBC TEXAS' local franchise area, and when any changes are made to an existing interconnection.
10	AT&T-10 Xspedius-10 Birch/Ion-10	SBC Texas's overarching issue: Should technically feasible methods of interconnection be mutually agreed to by the Parties? Should the Parties mutually agree to the method of obtaining interconnection or should AT&T be able to solely specify the method of interconnection?	Part B 1.0, 1.7 Appendix NIM, section 0.0	**Technical Feasibility** Commission finds that on this issue, both the CLECs and SBC agree that CLECs can establish a point of interconnection on SBC's network to the extent it is technically feasible. The dispute revolves around how those technically feasible points of interconnection can be determined. SBC claims that it should be

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				involved in the decision making process as to which method to utilize (Albright Dir. at 36). Albright Reb. at 20-21. CLECs on the other hand claim that allowing SBC to determine the standards of technical feasibility would incent SBC to reject a requested interconnection by disagreeing that the interconnection is technically feasible. In summary, SBC-Texas is required to provide interconnection at any technically feasible point. Preexisting interconnection or access at a particular point evidences the technical feasibility of interconnection or access at substantially similar points. SBC may not reject a requested method of interconnection simply because it believes the method to be technically infeasible. Consistent with ¶198 of the *Local Competition Order* SBC must make reasonable modifications to its facilities to the extent necessary to accommodate interconnection or access to network elements. Because the ILECs have the burden of proving any infeasibility, SBC must come to the Commission to prove that interconnection or access is infeasible before it can reject a request. Therefore, if there is a dispute SBC must first prove to this Commission that the requested method of interconnection is technically infeasible before rejecting a requested method of interconnection. Commission adopts the following contract language: Technically feasible methods of obtaining interconnection or access to unbundled network elements include, but are not limited to: (1) physical collocation and virtual collocation at the premises of an incumbent LEC; and (2) fiber meet interconnection arrangements. SBC-Texas is required to provide interconnection at any technically feasible point within the SBC Texas network as defined in SBC DPL No. 1. Preexisting interconnection or access at a particular point evidences the technical feasibility of interconnection or access at substantially similar points. SBC-Texas may not reject a requested method of interconnection just because it believes that method to be technically infeasible. SBC must make reasonable modifications to its facilities to the

SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
				extent necessary to accommodate interconnection or access to network elements If there is a dispute SBC must first prove to this Commission that the requested method of interconnection is technically infeasible before rejecting a requested method of interconnection. Without such proof, the requested method of interconnection shall be provided.
11	AT&T-11 Xspedius-11 Birch/Ion-11	SBC Texas's overarching issue: Should SBC Texas be required to provide dedicated transport at UNE based rates for facilities outside of SBC Texas's network from CLEC's switch or Point of Presence to the POI? SBC: May CLEC combine UNE Dedicated Transport and/or Transport Used for Interconnection with Special Access Facilities provided by SBC TEXAS for the provision of interconnection trunking? a) May AT&T use Interconnection Dedicated Transport, at a TELRIC rate, for interconnection trunking? b) May AT&T combine UNE Dedicated Transport with Special Access Facilities provided by SBC TEXAS for the provision of interconnection trunking?	Introduction #3 Part B 1.2, 1.2.1	**TELRIC Rates for Interconnection Trunking** Commission finds that pursuant to FTA § 251, CLECs are entitled to interconnect with the ILEC's network. Interconnection is accomplished by connecting a CLEC's network with the ILEC's network for mutual exchange of traffic. Prior to the TRO, in many instances, CLECs used Entrance facilities, a UNE, to make such interconnections. Since the standard for pricing UNEs and Interconnection facilities was TELRIC (¶ 627 *Local Competition Order*), any distinction between these two did not matter prior to the *Triennial Review Order* (TRO) and the *Triennial Review Remand Order* (TRRO). SBC argues that since entrance facilities are not a UNE anymore, it is not required to provide such facilities for interconnection at TELRIC rates. CLECs on the other hand argue that the TRO did not modify SBC's interconnection obligations and therefore interconnection facilities must still be provided at forward looking cost-based rates pursuant to § 252(d)(1). The Commission concludes that, whether for interconnection or for unbundled access to network elements, entrance facilities are not subject to TELRIC rates. Although CLECs no longer have access to entrance facilities as UNEs, CLECs continue to have the right to obtain interconnection facilities pursuant to FTA § 251(c)(2) and the FCC's rules for the transmission and routing of telephone exchange service and exchange access service. <u>Contract Language:</u> None **Combining Dedicated Transport with Special Access Facilities** The Commission aggres with CLECs that the issue of combining access facilities with UNEs was not vacated by the TRO or the

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				Courts. The Triennial Review Order provides that a CLEC may order a UNE facility if it has a "qualifying service" that it will provide with that UNE. So long as a "qualifying service" is provided, the CLEC may use that facility to provide other services (TRO ¶133-143). Commission adopts the following contract language: SBC Texas will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of this combined two way trunk group to the extent that it does not require SBC Texas to redesign its network configuration **Cross Connects** CLECs are also seeking contract language that will permit them to: In issue (b) CLECs are seeking contract language that will permit them to: (i) connect entrance facilities leased from SBC at TELRIC-based rates to interoffice facilities leased from SBC at special access rates; (ii) connect entrance facilities leased from SBC at special access rates to TELRIC-rated interoffice facilities; and (iii) connect TELRIC-rated entrance facilities obtained from SBC to AT&T's self-provisioned facilities and facilities obtained from other carriers. CLECs believe there is no legal bar to doing so and SBC should not refuse to provided the necessary cross connections in its central office to accomplish this. SBC has cited no legal or practical bar to this proposal. (Talbott/Schell Network Direct: pgs 69 – 76; Rebuttal: 43 – 46.) Additionally, the CLECs also claim that the TRO did impact this issue. (Land Interconnection Direct at 16.) Because the Commission ruled in part (a) that entrance facilities can no longer be obtained at TELRIC rates, the issue now is

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				whether SBC-Texas is required to provide the necessary cross connections at its central office to connect CLEC facilities whether self provisioned or leased from SBC. Examples of such combinations include, connecting dedicated transport between SBC wires centers with special access facilities, or connecting dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. The Commission agrees with CLECs that *Triennial Review Order* did not impact this issue. Nonetheless, neither party has provided any legal guidance either disputing or supporting this issue; although AT&T provided some practical reasons to combine different types of circuits. In the absence of legal precedent barring or supporting such combination, the Commission will determine whether it would be sound public policy to allow such combinations. Based on AT&T's testimony (Talbott/Schell Network Direct: pgs 69 – 76) it appears that some network efficiencies can be realized by allowing the types of cross connections sought by AT&T. Moreover, SBC has not disputed this issue. Therefore, the Commission determines that SBC perform the cross connections sought by AT&T. However, there is no support for the proposition that SBC should perform the cross connects work associated with such combinations at TELRIC based rates. To the extent that AT&T, or any other CLECs, seeks such cross connections, SBC is allowed to charge appropriate time and material rates. <u>Contract language</u> SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. SBC is not required to perform these functions at TELRIC based rates and will charge the CLECs the appropriate time and material associated with providing those connections.
	MCI 128	SBC Texas Issue: Should a non-251/252 offering such as lease	4.3.1	Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 11.

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SBC Issue #	CLEC Name and Issue #	SBC Overarching Issue Statement CLEC Specific Issue Statement	Attachment & Sections	COMMISSION DECISION
		transport facilities outside of SBC Texas's network from MCIm's switch or Point of Presence to the POI be negotiated separately? **MCIm**: May MCIm use UNE transport for interconnection at TELRIC prices?		The Commission adopts contract language proposed by SBC Texas.
	CLEC Coalition ITR-1	Should a CLEC be permitted to combine Special access transport, UNE transport and trunking transport?	CLEC Coalition Attachment 11 – ITR, Section 1.4	Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 11. Commission adopts the following contract language: SBC Texas will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of this combined two way trunk group to the extent that it does not require SBC Texas to redesign its network configuration. SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. SBC is not required to perform these functions at TELRIC based rates and will charge the CLECs the appropriate time and material associated with providing those connections.
	CJP ITR-1	Should a CLEC be permitted to combine Special access transport, UNE transport and trunking transport?	Attachment 11 – ITR, Section 1.4	Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 11 (b). Commission adopts the following contract language: SBC Texas will allow CLEC to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local Interconnection Trunk Groups, where technically feasible. CLEC shall have administrative and order control (*e.g.*, determination of trunk group size) of this combined two way trunk group to the extent that it does not require SBC Texas to redesign its network

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				configuration. SBC shall provide the cross connections at the central office to combine a CLEC's dedicated transport between SBC wires centers with that CLEC's special access facilities, or connect the CLEC's dedicated transport with facilities provided by the CLEC, or facilities obtained from other carriers. SBC is not required to perform these functions at TELRIC based rates and will charge the CLECs the appropriate time and material associated with providing those connections.
12	AT&T-12 Xspedius-12 Birch/Ion-12	In central office buildings where both parties have a presence, may AT&T use intrabuilding cable for interconnection?	Part B 1.5-1.5.5	***THIS ISSUE HAS BEEN RESOLVED FOR AT&T ONLY*** Commission finds that this Section should not be included in the ICA. Commission does not find the language proposed by CLECs to be acceptable. The cabling that the CLEC's are proposing to be utilized is not part of the SBC Texas network and therefore is not available as a point to interconnect. In addition, it would not be competitively neutral to allow Intra-building cabling to be used. Therefore, the Commission rejects AT&T's contract language.
13	AT&T-13 Xspedius-13 Birch/Ionex-13	Should the Parties mutually agree on the designated wire center and fiber meet location if AT&T elects Mid-Span Fiber Meet for interconnection?	Part B 1.6-1.6.1	***THIS ISSUE HAS BEEN RESOLVED***
14	AT&T-14 Xspedius-14 Birch/Ion-14	SBC Texas's overarching issue: Should the ICA detail terms and conditions relating to meet point traffic and trunking? Should CLEC pay the tariffed access rate or a UNE TELRIC rate when CLEC leases 911 circuits from SBC Texas? (a) Should the ICA detail terms and conditions relating to meet point traffic and trunking? (b) resolved.	AT&T: Part B 3.0-3.6, 3.8, 3.9 Part C 2.3, 3.5 SBC: Part B 3.9 Part C 2.2, 2.2.1	The Commission notes that cost recovery methods for dedicated trunks used in the provision of 9-1-1 service to end-users is governed by P.U.C. Substantive Rule §26.435. Specifically, §26.435(3)(D), states that to the extent a certified telecommunications carrier (CTU) leases a dedicated trunk from a 9-1-1 network services provider extending from its end office or POP to the point of interconnection, the 9-1-1 network services provider shall assess such charges on an TELRIC basis. The Commission finds that it is appropriate to include general terms and conditions relating to meet point traffic and trunking that support telecommunications services defined in ICA. However, the Commission notes that OS/DA, mass calling, and meet point trunk groups are not considered a part of local interconnection because they neither originate nor terminate to SBC's Texas end

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				users. The Commission adopts the following contract language: CLECs are solely responsible for the facilities that carry OS/DA, mass calling and Meet-Point trunk groups. Two-way Meet Point Traffic trunk groups will be established to carry IXC traffic separate from Section 251(b)(5) Traffic, ISP-Bound Traffic and intraLATA traffic. SBC TEXAS must deliver to CLECs all Meet Point billing traffic that it receives from IXCs destined to CLEC end users. Unless otherwise agreed to by the Parties, such traffic must be delivered by SBC TEXAS over the Meet Point billing trunk groups groomed for a specific CLEC end office (*i.e.*, those publicly-dialable NPA NXX codes served by that end office). Part b of this DPL has been resolved.
15	AT&T-15 Xspedius-15 Birch/Ion-15	Should the POI interfaces be selected by AT&T or by mutual agreement of the parties?	Part B 4.5	Commission adopts by reference, the same finding as previously set forth in SBC Texas DPL No. SBC No. 10. The Commission adopts the following contract language: Interface requirements will be determined based on forecasts and business plans of CLECs to the extent it is technically feasible. The interface level may be Optical, e.g., OC3, OC12, OC48, or may be either a DS-1 or DS3 electrical interface at any POI location. SBC TEXAS will not unreasonably withhold its agreement to the standard industry interfaces selected by CLECs. The use of any other technically feasible interface (e.g. STS-1) shall be by mutual agreement.
16	AT&T-16 Xspedius-16 Birch/Ionix 16	Should interconnection trunks carry only 251 (b) (5) traffic and ISP-bound traffic or 251(b)(5) and intraLATA exchange traffic (including translated intraLATA 8YY traffic)?	Part A 1.1 Part C 1.1	This issue relates to the types of traffic that CLECs should be able to combine on the same trunk and how it relates to network efficiency and billing concerns. The CLECs argue that the network would be used inefficiently if they were required to segregate their traffic according to SBC's proposal. The CLECs make reference to the current ICA which allows for the combination of multijurisdictional traffic on the same trunk. SBC argues that IXC carried intraLATA and InterLATA traffic should be segregated from local or non-IXC carried IntraLATA traffic. SBC argues that

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				the segregation of traffic greatly simplifies the billing and tracking of traffic and limits the opportunities for fraud. The Commission agrees with CLECs that there has been no change in law or existing circumstance to support SBC's proposes change to existing T2A provisions. Further the Commission has recently addressed this issue in the context of 00/VAD calls in Docket No. 24306. The Commission adopts existing T2A provisions on this issue. Contract language: SWBT will allow CLEC to use the same physical facilities (*e.g.*, dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry Local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to a customer who is not CLEC local exchange service customer. SWBT and CLEC may establish a single two way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLEC may have administrative control (*e.g.*, determination of trunk size) of this combined two way trunk group to the extent that it does not require SWBT to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic.
17	AT&T-17 Xspedius-17 Birch/Ion 17	(a) May AT&T request that trunks be provisioned as either one-way, two-way, or two-way that carry only one-way terminating traffic? (b) Where traffic is exchanged using one-way trunking, should SBC be required to interconnect at each respective AT&T switch serving the terminating AT&T end user absent mutual agreement to the contrary? (c) Should SBC be required to provide non-binding trunk forecasts?	Part A 1.3 1.1, 14.0, 15.0 Part E 7.1, 7.2, 7.2.1, 7.3 Part F 1.0, 2.0, 3.0	The Commission finds that two-way trunk groups are more efficient than one-way trunk groups. The Commission notes that using two-way trunk groups reduces the total number of trunks required to carry a particular traffic load. Furthermore, two-way trunk groups provide the maximum flexibility to carry calls placed in either direction. The cost of transport facilities must be equitably shared in proportion to the originating carrier's traffic. If parties negotiate to have mid-span fiber meet, the cost of transport for two-way trunking shall also be negotiated. The Commission adopts the following contract language:

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				Each Party is responsible for trunks and facilities on its side of the POI. For two-way trunking, each Party shall bare its proportionate cost for trunks and the interconnection facilities based on the relative usage. SBC is not required to order facilities from the CLEC therefore NIS sheets are not required.
18	AT&T-18 Xspedius-18 Birch/Ion-181	If the Commission orders that AT&T has the option of one-way trunks, should the ICA contain AT&T's proposed language for methods of access or SBCs?	Part B 2.0	The Commission adopts by reference the same finding and contract language previously set forth in SBC Texas DPL No. 17.
19	AT&T-19 Xspedius-19 Birch/Ion-19	AT&T issue: Should the ICA contain language defining how the parties will implement transitions of their interconnection arrangements? SBC issue: If the ICA requires one-way trunking, should the current two-way architecture be grandfathered or should the parties be required to transition to one-way trunks.	Part B 5.0-5.4	The Commission finds that two-way trunk groups are more efficient than one-way trunk groups. The Commission declines to adopt the ICA language proposed by SBC and AT&T. Additionally, the Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No. 17.
21	AT&T-21 Xspedius-21 Birch/Ion-21	SBC Texas's overarching issue: (a) May CLEC combine originating 251(b)(5) Traffic, intraLATA toll traffic, and interLATA toll traffic on Feature Group D exchange access trunks /or Interconnection Trunks which CLEC obtains from SBC TEXAS? (b) What is the proper routing, treatment and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol? (c) Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection	Part C 3.4	**Traffic Combination (a) and (e)** The Commission adopts by reference, the same finding previously set forth in SBC Texas DPL 16 **One-way Vs. Two Way Trunks** The Commission adopts by reference, the same finding previously set forth in SBC Texas 17. Commission adopts the following contract language: Two-way, as requested by CLECs, combined-use FG-D trunks on which CLECs may combine originating 251(b)(5) Traffic, intraLATA Exchange Access with interLATA Exchange Access Traffic on Feature Group D exchange access trunks CLECs obtain from SBC TEXAS. CLECs may be required to report to SBC TEXAS the factors necessary for proper billing of such combined

1 Birch/ionex adopted AT&T's agreed upon language, disputes, and dispute rationale for Att. 11 and all accompanying Appendices/Parts.

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		Trunk Groups so that the terminating party may receive proper compensation? (d) What is the proper routing, treatment and compensation for traffic originated on customer premise equipment in the Internet Protocol format, transmitted to a switch utilizing Internet Protocol and terminated on the Public Switched Telephone Network? (e) May AT&T combine originating 251(b)(5) Traffic, intraLATA Exchange Access with interLATA Exchange Access Traffic on Feature Group D exchange access trunks AT&T obtains from SBC TEXAS?		traffic as set forth in Attachment 12 (Factors). **Issues Related to Internet Protocol** The Commission's Order Addressing Threshold Issues and Motion to Dismiss issued on April 19, 2004 stated: "The Commission agrees that it is appropriate to defer consideration of VoIP issues in this current arbitration." Therefore, the Commission declines to rule on the routing or compensation of Internet Protocol traffic at this issue at this time. For the Commission decision relating to traffic combination refer to SBC DPL-16 above. **Compensation Procedures** Refer to Intercarrier Compensation DPL SBC No. 33.
21	**MCI 130**	**MCI 130** MCI Issue: Should MCIm be permitted to combine InterLATA traffic on the same trunk groups that carry Local and IntraLATA traffic? SBC Issue: a. What is the proper routing, treament and compensation for interexchange traffic that terminates on a Party's circuit switch including traffic routed or transported in whole or part using Internet Protocol? b. Is it appropriate for the Parties to agree on procedures to handle interexchange circuit-switched traffic that is delivered over Local Interconnection Trunk Groups so that the terminating party may receive proper compensation? (c) What is the proper routing, treatment and compensation for traffic originated on customer premises equipment of the end user that originated and/or dialed a call in the Internet Protocol format and transmitted to a switch utilizing Internet Protocol?	**[MCIm]** 7.1.1; 7.1.1.1	**Traffic Combination MCI 130** The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No.16. **One-way Vs. Two Way Trunks** The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No.17. **PLU Use Factors** The Commission adopts, by reference, the same findings as set forth in Intercarrier Compensation DPL SBC Texas Nos.23 and 24. The Commission adopts the following contract language: SBC TEXAS will allow CLECs to use the same physical facilities (e.g., dedicated transport access facilities, dedicated transport UNE facilities) to provision trunk groups that carry local, intraLATA and interLATA traffic, provided such combination of traffic is not for the purpose of avoiding access charges, and facility charges associated with dedicated transport used to carry interLATA and intraLATA traffic originated by or terminated to an end user customer who is not a CLEC local exchange service customer. SBC TEXAS and CLECs may establish a single two-way trunk group provisioned to carry intraLATA (including local) and interLATA traffic where technically feasible. CLECs may have administrative control (e.g., determination of trunk size) of this

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				combined two-way trunk group to the extent that it does not require SBC TEXAS to redesign its network configuration. When traffic is not segregated according to a traffic type, the Parties will provide a percentage of jurisdictional use factors or an actual measurement of jurisdictional traffic in accordance with the requirements of Appendix Reciprocal Compensation of this Agreement. 7.1.1.1 Subject to Section 7.1.1 of this Appendix Network, InterLATA toll traffic and IntraLATA toll traffic may be combined with local traffic on the same trunk group when CLEC routes traffic to either a SBC TEXAS access tandem which serves as a combined local and toll tandem or directly to a SBC TEXAS end office. Upon request of CLECs, SBC TEXAS will provision two-way trunks. When there are separate SBC TEXAS access and local tandems in an exchange, a separate local trunk group will be provided to the local tandem and a separate intraLATA toll trunk group will be provided to the access tandem. When there are multiple SBC TEXAS combined local and toll tandems in an Exchange Area, separate trunk groups will be established to each tandem. Such trunk groups may carry both local, IntraLATA toll and InterLATA toll traffic. Trunking to a SBC TEXAS access tandem will provide MCIm access to the SBC TEXAS end offices and NXXs which subtend that tandem and to other service providers which are connected to SBC TEXAS. Trunking to a SBC TEXAS end office(s) will provide MCIm access only to the NXXs served by that individual end office(s) to which MCIm interconnects. **SBC Issue a and c** The Commission's Order Addressing Threshold Issues and Motion to Dismiss issued on April 19, 2004 stated: "The Commission agrees that it is appropriate to defer consideration of VoIP issues in this current arbitration." Therefore, the Commission declines to rule on the routing or compensation of Internet Protocol traffic at this issue at this time. The Commission adopts, by reference, the same finding previously set forth in SBC Texas DPL No.16. **SBC Issue b** The Commission adopts, by reference, the same finding as set forth in Intercarrier Compensation DPL SBC Texas No. 33.