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March 30, 2010

VIA HAND DELIVERY

Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40601

**Re: Case No. 2010-00131—Petition of Cricket Communications, Inc. for Arbitration
of Rates, Terms and Conditions of Interconnection with Bellsouth
Telecommunications, Inc. d/b/a AT&T Kentucky**

Dear Mr. DeRouen:

Enclosed please find and accept for filing the original and five copies of Cricket's Corrected Exhibit B to the Petition for Arbitration we filed on March 26, 2010. Also enclosed is a CD with a copy of the corrected Exhibit. This Exhibit replaces the original version.

Please confirm your receipt of this filing by placing the stamp of your Office with the date received on the enclosed additional copies and return them to me in the enclosed self-addressed stamped envelope.

Should you have any questions please contact me at your convenience.

Sincerely yours,

Douglas F. Brent

DFB:db
Enclosure
cc: Service List
K.C. Halm

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Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
"THRESHOLD" ARBITRATION ISSUES						
1.	N/A	Extension of Current ICA - Should the current interconnection agreement be extended for a term of three years pursuant to merger commitments made by AT&T?	N/A	N/A	Although the FCC has approved specific conditions to its approval of the merger between AT&T and BellSouth, Inc. (in the form of merger commitments made by AT&T), those conditions do not apply to the existing interconnection agreement between Cricket and AT&T.	Merger Commitment 7.4 of the FCC order approving the merger between AT&T and BellSouth, Inc. states that the AT&T/BellSouth ILECs (including AT&T Kentucky) shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior and future changes of law.
2.	General Terms & Conditions ("GTC") § 34.1	Transit Traffic - Should the interconnection agreement include terms governing the exchange of transit traffic over AT&T's network?	34.1 CMRS Provider will not send traffic to AT&T-Kentucky that is destined for the network of a Third Party unless CMRS Provider has an agreement to exchange traffic with that Third Party.	34.1 Exchange of transit traffic will be governed by terms set forth in Transit Services Traffic Attachment of this Agreement.	Terms regarding the exchange of transit traffic are not subject to Sections 251 and 252 of the Telecommunications Act of 1996, and therefore not subject to arbitration before the Kentucky PSC.	The Kentucky PSC has determined that it has authority to order carriers to include terms regarding the exchange of transit traffic in interconnection agreements reviewed and approved by the Kentucky PSC. The Commission's authority arises from its explicit authority and jurisdiction over interstate telecommunications traffic, and the authority delegated by

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GENERAL TERMS AND CONDITIONS ISSUES						
3.	GTC § 9.2.2	Deposit Thresholds - Under what circumstances may AT&T-Kentucky demand assurance of payment from Cricket?	<p>9.2.2. CMRS Provider fails to timely pay a bill three (3) times within a twelve (12) month period rendered to the billed Party by the billing Party (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 all requirements set forth in Section 11.4 below); and/or</p> <p>9.2.3 CMRS Provider's gross billing for any month is greater by a least ten percent (10%) than its billing for the corresponding month during the previous year, AT&T-Kentucky reserves the right to request additional security (or to require a security deposit if none was previously requested) and/or file a Uniform Commercial Code (UCC-1) security interest in CMRS Provider's "accounts receivables and proceeds";</p>	<p>9.2.2. The billed Party fails to timely pay an undisputed bill applicable to a specific Billing Account Number (BAN) for three (3) consecutive billing periods rendered to the billed Party by the billing Party (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 all requirements set forth in Section 11.4 below); and/or</p> <p>9.2.3 <u>intentionally left blank</u></p>	<p>Deposits, letters of credit, and other "assurance" of payment should be triggered by several different events, including failure to timely pay an invoice twice in any twelve month period, as well as when Cricket experiences growth that results in an increase of 10% or more of bills rendered by AT&T to Cricket.</p>	<p>Cricket should be required to provide a deposit, letter of credit, or other "assurance" of payment only when it fails to timely pay an invoice for three (3) consecutive months. However, Cricket should not be required to provide a deposit when it experiences growth of customers and traffic on its network that results in an increase of 10% or more of bills rendered by AT&T. A deposit requirement that is triggered on a 10% increase in billings will effectively penalize Cricket's growth in Kentucky.</p>
4.	GTC § 10.3.1	Payment Deadline for Late Invoices - Should an invoice	<p>10.3.1. If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any portion</p>	<p>10.3.1 If any portion of the payment is not received by the billing Party on or before the bill due date as set forth above, or if any</p>	<p>AT&T invoices are usually rendered in a timely fashion. However, on those occasions</p>	<p>Invoices issued by both parties must be paid within thirty (30) days of the invoice date.</p>

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		<p><i>payment deadline be extended if the billing Party does not deliver the invoice on a timely basis?</i></p>	<p>of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable state law, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law.</p>	<p>portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed as set forth in the applicable state tariff, or, if no applicable state tariff exists, pursuant to the applicable state law. When there is no applicable tariff in the State, any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1½ %) per month of (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily from the number of days from the Payment Due Date to and including the date that payment is actually made. In addition to any applicable late payment and/or interest charges, the returned checks at the rate set forth in the applicable state tariff, or, if no applicable tariff exists, as set forth pursuant to the applicable state law. <u>However, where the billing Party's invoice is not promptly delivered to the billed Party in the normal course of business, and is not received by the billed Party until ten or more calendar days from the invoice date, after the bill due date</u></p>	<p>where the invoice is not rendered in a timely fashion the billed Party should not receive any additional time to make payment of such invoices. Instead, the billed Party should be required to render payment in the limited period of time available between the late invoice, and the original due date.</p>	<p>However, when an invoice is not rendered in a timely fashion, and the billed Party does not receive the invoice within a reasonable time after issuance, the billed Party should have additional time to pay the invoice. In such case, the bill due date should be modified and extended to thirty (30) days from receipt of the invoice. In addition, no late payment and/or interest charges should apply to charges due on an invoice that is not rendered in a timely fashion.</p>

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5.	GTC § 10.9 § 11.4.3 § 11.4.4 § 11.6.2 § 12.4.4	Obligation to Place Disputed Charges in Escrow - Should disputed amounts for reciprocal compensation obligations be paid into escrow accounts?	10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay (i) all undisputed amounts to the billing Party, and (ii) all Disputed Amounts, other than compensation arising from reciprocal escrow account with a Third Party escrow agent mutually agreed upon by the Parties. In addition, where the Billing Party assesses charges or fees that are not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the Billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute	10.9 If any portion of an amount due to the billing Party under this Agreement is subject to a bona fide dispute between the Parties, the Non-Paying Party must, prior to the Bill Due Date, give written notice to the billing Party of the Disputed Amounts and include in such written notice the specific details and reasons for disputing each item listed in Section 12.0 below. The Disputing Party should utilize any existing and preferred form or method provided by the billing Party to communicate disputes to the billing Party. On or before the Bill Due Date, the Non-Paying Party must pay all undisputed amounts to the billing Party. In addition, where the billing Party assesses charges or fees that are not set forth in the Pricing Sheet to this agreement, or that are not specifically authorized by the terms of this agreement, the Billed Party may withhold payment of such charges in conjunction with the submission of the bona fide dispute described herein.	When the billed Party disputes charges arising from reciprocal compensation charges, it must place all disputed amounts into an interest bearing escrow account. The interest bearing escrow account must be held by a Third Party escrow agent, which the parties must mutually agree upon. The Third Party escrow agent must meet eight separate criteria established by AT&T. In addition, payments made into the escrow account will also be subject to late payment charges.	When the billed Party disputes charges assessed by the billing Party, including charges related to the parties' reciprocal compensation charges, it should have a good faith basis for disputing such charges. In addition, the billed Party should be responsible for the payment of such charges, with interest, if at the end of the dispute resolution process it is determined that the charges were properly assessed by the billing Party.

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			<p>described herein</p> <p>11.4 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 forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</p> <p>11.4.3 pay all Disputed Amounts (other than Disputed Amounts arising from reciprocal compensation) into an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above; and</p> <p>11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has established an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above and deposited a sum equal</p>	<p>11.4 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 forty-five (45) calendar days following receipt of the Billing Party's notice of Unpaid Charges:</p> <p>11.4.1 notify the Billing Party in writing which portion(s) of the Unpaid Charges it disputes, including the total Disputed Amounts and the specific details listed in Section 12.4 below of this Agreement, together with the reasons for its dispute; and</p> <p>11.4.2 pay all undisputed Unpaid Charges to the Billing Party; and</p> <p>11.4.3 <u>intentionally left blank; and</u></p> <p>11.4.4 furnish written evidence to the Billing Party that the Non-Paying Party has a <u>good faith basis to dispute the Unpaid Charges.</u></p>		

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			<p>to the Disputed Amounts into that account (other than Disputed Amounts arising from reciprocal compensation). Until evidence that the full amount of the Disputed Charges (other than Disputed Amounts arising from reciprocal compensation) has been deposited into an escrow account that complies with Section 10.10 above is furnished to the Billing Party, such Unpaid Charges will not be deemed to be "disputed" under Section 12.0 below.</p> <p>11.6 If the Non-Paying Party fails to:</p> <p>11.6.2 deposit the disputed portion of any Unpaid Charges into an interest bearing escrow account that complies with all of the terms set forth in Section 10.10 above within the time specified in Section 11.2 above.</p> <p>12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-Kentucky that it has either paid the disputed amount, or established an interest bearing escrow account that complies with the requirements set forth in Section 10.10 above of this Agreement and deposited all Unpaid Charges relating to services into that escrow account in order for that billing Claim to be deemed a "dispute". Failure to provide the information and evidence</p>	<p>11.6 If the Non-Paying Party fails to:</p> <p>11.6.2 <u>intentionally left blank</u></p> <p>12.4.4 When CMRS Provider is the Disputing Party, CMRS Provider must provide evidence to AT&T-Kentucky that it has either paid the disputed amount, or that it has a valid basis for withholding payment consistent with the terms of this Agreement</p>		

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			required by Section 12.0 above not later than twenty-nine (29) calendar days following the Bill Due Date shall constitute CMRS Provider's irrevocable and full waiver of its right to dispute the subject charges.			
NETWORK INTERCONNECTION ISSUES (ATTACHMENT 2)						
[NOTE: Sub-issues 6(a) – (e) address interconnection facilities issues.]						
6 (a)	Attach. 02- Network Inter-connection: § 2.3.1	Rates for Interconnection Facilities - Must interconnection facilities provided by AT&T pursuant to Section 251(c)(2) be priced at cost-based TELRIC rates or higher access tariff rates?	2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may construct its own Facilities, or it may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to applicable tariffs, General Exchange Price List or separate contract. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.	2.3.1 Each Party shall be responsible for providing its own or leased Facilities used to interconnect the Parties' respective networks, and to transport and route Authorized Services calls to and from the POI. Each Party may purchase or lease the Facilities from a Third Party, or it may purchase or lease the Facilities from the other Party, if available, pursuant to TELRIC-based rates. Optional Payment Plans ("OPP"), High Cap Term Payment Plans ("HCTPP"), and Volume and Term discount plans are not available for transport Facilities pursuant to this Agreement.	AT&T is not required to provide entrance facilities at TELRIC-based rates. Such facilities will be provided by AT&T at higher tariffed rates.	The FCC has ruled that competitive carriers are entitled to lease facilities used to interconnect two LEC networks for the exchange of traffic at cost-based (i.e. TELRIC) rates pursuant to Section 251(c)(2). When such facilities are used for interconnection of the competitor's network to the LEC network, they must be provided at TELRIC rates. This principle has been applied by several state commissions (against AT&T affiliates in other states), and affirmed by the federal courts.
			2.3.1.1 Intentionally left blank.	2.3.1.1 Beginning with the Effective Date, all recurring and non-recurring rates and charges ("Rates/Charges") charged by AT&T Kentucky for pre-existing or new Facilities or Interconnection arrangements ("Interconnection-Related Services") that		Upon execution, and implementation, of this agreement a TELRIC-based rate will need to be developed.

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			2.3.1.1.1 Intentionally left blank	<p>AT&T Kentucky provides to WSP shall be at the lowest of the following Rates/Charges:</p> <p>2.3.1.1.1 The Rates/Charges in effect between the Parties' for Interconnection-Related Services under the Interconnection agreement in effect immediately prior to the Effective Date of this Agreement.</p> <p>2.3.1.1.2 The Rates/Charges negotiated between the Parties as replacement Rate/Charges for specific Interconnection-Related Services to the extent such Rates/Charges are expressly included and identified in this Agreement.</p> <p>2.3.1.1.3 The Rates/Charges at which AT&T Kentucky charges any other Telecommunications carrier for similar Interconnection-Related Services.</p> <p>2.3.1.1.4 AT&T Kentucky's tariffed Facility Rates/Charges reduced by thirty-five percent (35%) to approximate the forward-looking economic cost pursuant to 47 C.F.R. § 51.501 et seq. when such Facilities are used by WSP as Interconnection Facilities. Such reduced tariff Rates/Charges shall remain available for use at WSP's option until such time that final Interconnection Facilities Rates/Charges are established by the Commission based upon an</p>		Pending development of such rates, the Commission should direct the parties to apply a surrogate rate that achieves a reasonable approximation of a TELRIC-based rate for interconnection facilities.
			2.3.1.1.2 Intentionally left blank			
			2.3.1.1.3 Intentionally left blank			
			2.3.1.1.4 Intentionally left blank			

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			2.3.1.1.5 Intentionally left blank	<p>approved AT&T Kentucky forward looking economic cost study either in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission; or,</p> <p>2.3.1.1.5 The Rates/Charges for any other interconnection arrangement established by the Commission based upon an approved AT&T Kentucky forward looking economic cost study in the arbitration proceeding that established this Agreement or such additional cost proceeding as may be ordered by the Commission.</p>		
			2.3.1.2 Intentionally left blank.	<p>2.3.1.2. Reduced AT&T Kentucky Rates/Charges True-Up. If the lowest AT&T Kentucky Rates/Charges are established by the Commission in the context of the review and approval of an AT&T Kentucky cost study, or were provided by AT&T to another Telecommunications carrier and not made known to WSP until after the Effective Date of this Agreement, AT&T Kentucky shall true-up and refund any difference between such Rates/Charges and the Rates/Charges that WSP was invoiced for such interconnection-related services between the Effective Date of this Agreement and the date that AT&T Kentucky implements billing the reduced Rate/Charges to WSP. AT&T</p>		

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(b)	Attach. 02- Network Inter-connect on: § 2.3.6.3	Calculating the "Shared Facility Factor" - <u>Should the shared facility factor reflect each party's proportional use of the interconnection facility, and allocate transit traffic equitably, or should Cricket be responsible for transit traffic that does not originate on its network?</u>	2.3.1.3 Intentionally left blank.	<p>Kentucky shall implement all reductions in interconnection-related Rates/Charges as non-chargable record-keeping billing adjustments at its own cost, and shall not impose any disconnection, re-connection, or re-arrangement requirements or charges of any type upon WSP as a pre-requisite to WSP receiving such reduced Interconnection Rates/Charges.</p> <p>2.3.1.3 WSP Rates and Charges. Rates/Charges for pre-existing and new Interconnection Facilities that WSP provides AT&T Kentucky will be on a pass-through basis of the costs incurred by WSP to obtain and provide such Facilities.</p>	<p>The costs of an interconnection facility will be allocated between Cricket and AT&T based upon each Party's "proportionate use" of the facility. Proportionate use of the facility shall be measured by the volume of traffic originating on each Party's network. However, when calculating Cricket's obligations under this provision <u>all transit traffic</u> delivered to, or from, (i.e. both originating and terminating on) Cricket's</p>	<p>Federal regulations require proportionate use of an interconnection facility to be measured by determining the amount of traffic <u>originating</u> on the network of the carrier providing the interconnection facility. Accordingly, this factor should be based upon an analysis of the total volume of traffic originating on Cricket's network.</p> <p>AT&T proposes to include third party-originated transit.</p>
				<p>2.3.6 When WSP uses two-way Facilities provided by AT&T-Kentucky to deliver traffic from its network and such Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-Kentucky to use those Facilities. If AT&T-Kentucky will reimburse WSP for AT&T-Kentucky's proportionate use of such Facilities.</p>	<p>2.3.6 When WSP uses two-way Facilities provided by AT&T-Kentucky to deliver traffic from its network and such Facilities are (a) dedicated to the transmission of Authorized Services traffic between the Parties' networks, and (b) are shared by the Parties, then the proportionate share of the cost of the Facilities for each Party shall be as provided below. If WSP obtains such Facilities from a Third Party, nothing herein shall obligate AT&T-Kentucky to use those facilities, AT&T-Kentucky will reimburse WSP for AT&T-Kentucky's proportionate use of such Facilities.</p>	

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			<p>2.3.6.3 AT&T Kentucky agrees to share proportionally in the recurring costs of any shared facilities purchased by WSP from the applicable tariffs. AT&T-Kentucky's proportionate share of the Facilities is equal to the amount of all Section 251(b)(5) Calls traffic originated by AT&T-Kentucky on AT&T-Kentucky's network in the State, divided by the total minutes of use all traffic transported over the local interconnection Facilities between the Parties in the State.</p> <p>2.3.7 Notwithstanding the foregoing, for two-way interconnection facilities, WSP elects to have interconnection facilities billed at 100 percent of the applicable tariff rate. WSP will make available these facilities, for trunking and interconnection, to AT&T-KENTUCKY. If AT&T-KENTUCKY chooses to use such facilities for trunking and interconnection, WSP will bill AT&T-KENTUCKY a proportionate share of the cost of the facilities. WSP shall bill and AT&T-KENTUCKY shall pay WSP via the following process for DS3 and above</p>	<p>2.3.6.3 AT&T Kentucky agrees to share proportionally in the recurring costs of any shared facilities purchased by WSP from AT&T Kentucky. AT&T Kentucky's proportionate share of the Facilities is equal to the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State, less the total minutes of use of Section 251(b)(5) Calls (traffic) originated by WSP that terminates on AT&T Kentucky's network in the State, with the result divided by the total minutes of use of all traffic transported over the local interconnection Facilities between the Parties in the State.</p> <p>2.3.7 Intentionally left blank.</p>	<p>network shall be counted as Cricket's traffic for purposes of determining Cricket's "proportionate use" of the facilities.</p> <p>Interconnection facilities under this agreement should be limited to DS1 facilities. The agreement should not include cost sharing principles for any interconnection facility that exceeds a DS1 capacity.</p>	<p>traffic as Cricket's responsibility for purposes of developing a shared facility factor. However, that approach is inequitable and unduly burdensome upon Cricket.</p> <p>Further, ATT is already compensated by for its carriage of transit traffic, and would be engaging in a form of double recovery if it's language is adopted.</p> <p>Further, interconnection cost sharing principles under this agreement should apply to all facilities used to interconnect the parties' networks, whether or not such facilities are DS1 or higher capacity DS3 circuits.</p>

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(c)	Attach. 02- Network Inter-connect on: § 2.3.6.4	Administering the "Shared Facility Factor" - <i>Should AT&T dictate the shared facility factor, or should the factor be determined by mutual consent, based upon traffic studies or other appropriate evidence?</i>	<p>facilities:</p> <p>2.3.7.1 Multiple the per DS3 rate billed to WSP by AT&T-KENTUCKY for the local interconnection DS3 facilities, times the equivalent number of DS3s carrying the local interconnection DS1s (number of local interconnection DS1s divided by 28 DS1s per DS3) times the Shared Facility Factor times any discount factors such as Multiple Service Arrangement (MSA) or Broadband Interface (BBI) discounts.</p> <p>2.3.6.4 AT&T-Kentucky will provide to WSP, on a quarterly basis, AT&T-Kentucky's Shared Facility Factor, representing AT&T-Kentucky's proportionate share of the Facilities, as measured by the methodology set forth in the preceding provision, Section 2.3.6.3. AT&T-Kentucky will calculate and provide the Shared Facility Factor, and the actual traffic usage used to develop that factor, to WSP on a quarterly basis by the 20th of January, April, July and October of each year. WSP agrees to utilize the Shared Facility Factor provided by AT&T-Kentucky to represent the percent of Section 251(b)(5) Calls Traffic originated by AT&T-Kentucky and terminated to WSP over a shared two-way local interconnection facility. To determine the shared facility charges owed by AT&T-Kentucky to WSP,</p>	<p>2.3.7.1 <u>Intentionally left blank.</u></p> <p>2.3.6.4 As of the effective date of this agreement, the Parties have agreed that the Shared Facility Factor shall be 40:60, such that WSP will assume 40% of the proportionate share of the cost of the facility, and AT&T-Kentucky will assume 60% of the proportionate share of the cost of the facility. <u>AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Shared Facility Factor does not accurately reflect the proportion of traffic originating on Cricket's network, and for which Cricket is financially responsible. For purposes of this section 2.3.6.4, the phrase "accurately reflect" shall mean a variance of the Shared Facility Factor stated above of greater than five percent (5%).</u> AT&T-KENTUCKY and WSP agree to negotiate a new Shared Facility Factor within</p>	<p>AT&T will calculate and establish the "shared facility factor" on a quarterly basis. AT&T will provide that figure to Cricket without any input from Cricket. However, Cricket may attempt to negotiate a different factor to AT&T if it produces a traffic study based on actual traffic data.</p>	<p>The parties should agree upon the shared facility factor and include that factor in the final, executed interconnection agreement. If that factor changes significantly then either Party can notify the other Party that the traffic patterns have changed and that the factor should be modified. The opportunity to modify the factor will occur every three months.</p>

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>such Shared Facility Factor will be applied by WSP against the two-way local interconnection facility charges billed by AT&T-Kentucky to WSP. WSP has the right to review the Shared Facility Factor each quarter and negotiate changes as justified. However, any changes to the Shared Facility Factor will be applied on a prospective basis.</p> <p>2.3.6.4.1 Intentionally left blank.</p>	<p>thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Shared Facility Factor will be filed within thirty (30) days of execution, and will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement on a new Shared Facility Factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.</p> <p>2.3.6.4.1 Facilities Used in the Provision of Transit Service. The costs of Facilities used to deliver WSP-originated traffic between a POI on the AT&T Kentucky network and the POI at which AT&T Kentucky hands off WSP-originated traffic to a Third Party who is indirectly interconnected with WSP via AT&T Kentucky's network, are recouped by AT&T as a component of AT&T's transit service per minute of use charge. AT&T Kentucky shall not charge WSP for any costs associated with the origination or delivery of any Third Party traffic delivered by AT&T Kentucky to WSP. Accordingly, all transit traffic originating or terminating on WSP's network shall not be</p>		

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

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AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>[Except from Price Sheet]:</p> <p>3. Shared Facility Factor To be established on a quarterly basis based on actual usage of the Facilities, subject to modification per Section 2.3.6 of Attachment 2.</p>	<p>allocated to WSP for purposes of determining each Party's proportionate use of Facilities (i.e. the Shared Facility Factor) under this Agreement.</p> <p>[Except from Price Sheet]:</p> <p>3. Shared Facility Factor WSP: 40 / AT&T: 60. To be established based on actual usage of the Facilities, subject to modification per Section 2.3.6 of Attachment 2.</p>		
(d)	Attach. 02 Network Inter-connection: § 2.3.6.6	<p>Bill and Keep Arrangement for Interconnection Facilities — <i>Should the parties use a bill and keep arrangement for the cost of the facilities when the traffic exchanged between each network is roughly balanced?</i></p>	<p>2.3.6.6 Intentionally left blank.</p>	<p>2.3.6.6 Conversion to Bill and Keep for Facilities Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective Facilities compensation obligations under Section 2.3 of this Attachment 2. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly reaches or falls between 60% / 40% in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When</p>	<p>A bill and keep arrangement for the cost of interconnection facilities used by the parties is not appropriate under any circumstances. The parties should always bill one another for their respective share of the cost of the interconnection facilities, even if the traffic exchanged between their respective networks is roughly balanced.</p>	<p>If the traffic between AT&T and Cricket's network is roughly balanced, such that each Party terminates roughly the same amount of traffic it originates, then the parties should use a bill and keep arrangement for apportioning cost responsibility for interconnection facilities. Under this arrangement each Party would be responsible for half (50%) of the entire cost of the facilities, such that no charges would be assessed by either Party.</p>

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
(e)	Attach. 02- Network Inter-connection: § 2.3.8	Cost Responsibility for AT&T's One-Way Trunks - Should AT&T be financially responsible for the entire cost of one-way interconnection facilities (from AT&T to Cricket)? it chooses to	2.3.9 When a Party uses its own Facilities (either through self-provisioning, or through the purchase of Facilities from the other Party or from Third Parties) to deliver one-way Section 251(b)(5) Calls traffic from its network to the POI, such Party shall provide such Facilities at its sole cost and expense. Notwithstanding the foregoing, if the Parties agree to deliver	<u>the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Facilities compensation under this Agreement. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Facilities compensation on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Facilities compensation carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 2.3.6.6.</u>	If AT&T uses one-way trunks to send its traffic to Cricket (such that Cricket will have to establish its own, separate one-way trunks), then Cricket should pay for a portion of the interconnection facilities used to carry AT&T's one-way	If AT&T uses one-way trunks to send its traffic to Cricket (such that Cricket will have to establish its own, separate one-way trunks), then AT&T should be responsible for the entire cost of that facility, regardless of whether a third Party carrier

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
7.	GTC, § 2.127	<i>deploy to send traffic to Cricket's network?</i>	Third Party Traffic in addition to Section 251(b)(5) Calls traffic on a land-to-mobile one-way Facility, then WSP shall be responsible for a portion of the facility cost, based on the Shared Facility Factor listed in AT&T-13STATE's Pricing Schedule or the SOUTHEAST REGION 9-STATE, as applicable.	2.127 "Section 251(b)(5) Calls" means Completed Calls that originate on either Party's network, that terminate on the other Parties and that, originate and terminate within the same MTA including intraMTA traffic that AT&T Kentucky delivers to WSP over the facilities of an unaffiliated or affiliated IXC.	trunks if a third Party carrier sends traffic that transits AT&T's network, and terminates on Cricket's network	sends traffic over the AT&T network which terminates on Cricket's network.
		Compensation for IntraMTA Traffic - Should the Parties treat all intraMTA traffic as compensable traffic pursuant to section 251(b)(5), or should intraMTA traffic which is delivered to an intermediary carrier (an IXC) be excluded from compensation under section 251(b)(5)?	2.127 "Section 251(b)(5) Calls" means Completed Calls that originate on either Party's network, that terminate on the other Parties and that, originate and terminate within the same MTA. [NOTE: Same AT&T-proposed language (and same dispute) at § 2.4 of Transit Traffic Services Attachment.]	2.127 "Section 251(b)(5) Calls" means Completed Calls that originate on either Party's network, that terminate on the other Parties and that, originate and terminate within the same MTA including intraMTA traffic that AT&T Kentucky delivers to WSP over the facilities of an unaffiliated or affiliated IXC. [NOTE: Same Cricket-proposed language (and same dispute) at § 2.4 of Transit Traffic Services Attachment.]	IntraMTA traffic that begins on AT&T's network, is delivered to an interexchange carrier, and terminates on Cricket's network without leaving the Metropolitan Trading Area (MTA) should not be compensable as section 251(b)(5) traffic subject to reciprocal compensation. Instead, such intraMTA traffic should be treated like toll, or long-distance, traffic and subject to AT&T's switched access charges.	IntraMTA traffic that begins on AT&T's network, is delivered to an interexchange carrier, and terminates on Cricket's network without leaving the Metropolitan Trading Area (MTA) should be compensable as section 251(b)(5) traffic subject to reciprocal compensation, consistent with FCC decisions, and the federal courts in Kentucky.
	Attach. 02- Network Inter-connecti		4.1.1 Telecommunications traffic exchanged between AT&T-Kentucky and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic, or InterMTA Traffic.	4.1.1 Telecommunications traffic exchanged between AT&T-Kentucky and WSP pursuant to this Agreement will be classified as either Section 251(b)(5) Calls, IXC traffic that <u>originates in one MTA and terminates in a</u>		

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
	On: §§ 4.1.1, 4.2.3.1.7		<p>4.2.3 Traffic Not Subject to Reciprocal Compensation.</p> <p>4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</p> <p>4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</p> <p>4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;</p> <p>4.2.3.1.3 Third Party Traffic;</p> <p>4.2.3.1.4 Non-facility based traffic;</p> <p>4.2.3.1.5 Paging Traffic;</p> <p>4.2.3.1.6 InterMTA Traffic;</p> <p>4.2.3.1.7 1+ IntraMTA calls that are handed off to an IXC;</p>	<p><u>different MTA, or InterMTA Traffic.</u></p> <p>4.2.3 Traffic Not Subject to Reciprocal Compensation.</p> <p>4.2.3.1 Exclusions. Reciprocal compensation shall apply solely to the transport and termination of Section 251(b)(5) Calls. Reciprocal compensation shall not apply to the following:</p> <p>4.2.3.1.1 Non-CMRS traffic (traffic that is not intended to originate or terminate to a mobile station using CMRS frequency);</p> <p>4.2.3.1.2 Toll-free calls, e.g., 800/888, Information Services Traffic, 500 and 700 calls;</p> <p>4.2.3.1.3 Third Party Traffic;</p> <p>4.2.3.1.4 Non-facility based traffic;</p> <p>4.2.3.1.5 Paging Traffic;</p> <p>4.2.3.1.6 InterMTA Traffic;</p> <p>4.2.3.1.7 <u>Intentionally Left Blank;</u></p> <p>4.2.3.1.8 <u>IXC Traffic that originates in one</u></p>		

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
8.	Attach. 02- Network Inter-connect on: §§ 4.3.4	Compensation for Termination of Traffic - Should the parties use a surrogate billing factor that could be construed as defining Section 251(b)(5) traffic in a manner inconsistent with federal law?	4.2.3.1.8 IXC Traffic; and, 4.3.4. To determine the amount of AT&T-KENTUCKY originated Section 251 (b)(5) traffic terminated by WSP to be billed by WSP to AT&T-KENTUCKY, WSP will utilize the Surrogate Billing Factor as follows: 4.3.4.1 <u>Statewide</u> Section 251 (b)(5) traffic for which WSP is to bill AT&T-KENTUCKY = (<u>statewide</u> Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor).	<u>MTA and terminates in a different MTA (i.e. InterMTA traffic, per 4.2.3.1.6, above); and,</u> 4.3.4. To determine the amount of AT&T-KENTUCKY originated Section 251 (b)(5) traffic terminated by WSP to be billed by WSP to AT&T-KENTUCKY, WSP will utilize the Surrogate Billing Factor as follows: 4.3.4.1 Section 251 (b)(5) traffic terminating on WSP's network within the state of Kentucky for which WSP is to bill AT&T-KENTUCKY = (Section 251 (b)(5) traffic billed by AT&T-KENTUCKY to WSP) divided by (1 - Surrogate Billing Factor) multiplied by (Surrogate Billing Factor).	A surrogate billing factor should be used which includes the term "Statewide Section 251(b)(5) traffic" to define that traffic subject to billing under a surrogate reciprocal compensation billing methodology.	The agreement should avoid the use of imprecise terms such as "Statewide Section 251(b)(5) traffic" (as AT&T has proposed), and instead use language which clearly demonstrates that the parties do not intend to define such traffic in a manner that is inconsistent with federal law.
	GTC § 2.137.1		2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the statewide AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) divided by the total of the L/M MOU's plus the statewide WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)). No Transit Traffic will be used in the determination of the Surrogate Billing Factor.	2.137.1 Surrogate Billing Factor means a mutually agreed upon factor representing the total AT&T originated Section 251 (b)(5) traffic terminated by WSP (i.e., Land-to-Mobile (L/M)) within the State of Kentucky divided by the total of the L/M MOU's plus the total WSP originated Section 251 (b)(5) traffic terminated by AT&T (i.e., Mobile-to-Land (M/L)) within the State of Kentucky. No Transit Traffic will be used in the determination of the Surrogate Billing Factor.		

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Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
9.	Attach. 02- Network Inter-connection: § 4.2.2.2 Price Sheet § 1	Bill and Keep Arrangement for Transport and Termination of Traffic- <i>Should the parties use a bill and keep arrangement as the compensation mechanism for terminating minutes of use when the traffic exchanged between each parties' network is roughly balanced?</i>	4.2.2.2 Intentionally left blank.	4.2.2.2 Conversion to Bill and Keep for Section 251(b)(5) Calls traffic Compensation. If at some point following the effective date of this Agreement, the Section 251(b)(5) Calls traffic exchanged between the Parties becomes balanced, such that it falls within the stated agreed balance below ("Traffic Balance Threshold"), either Party may request a bill and keep arrangement to satisfy the Parties' respective usage compensation payment obligations regarding Section 251(b)(5) Calls traffic. For purposes of this Agreement, the Traffic Balance Threshold is reached when the Section 251(b)(5) Calls traffic exchanged both directly and indirectly, reaches or falls between 60% / 40%, in either the wireless-to-landline or landline-to-wireless direction for at least three (3) consecutive months. When the actual usage data for such period indicates that the Section 251(b)(5) Calls traffic exchanged, both directly and indirectly, falls within the Traffic Balance Threshold, then either Party may provide the other Party a written request, along with verifiable information supporting such request, to eliminate billing for Section 251(b)(5) Calls traffic usage. Upon written consent by the Party receiving the request, which shall not be withheld unreasonably, there will be no billing for Section 251(b)(5) Calls traffic.	A bill and keep arrangement for the transport and termination of traffic is not appropriate under any circumstances. The parties should always bill one another for their respective share of the cost of the transport and termination of the other Party's traffic, even if the traffic exchanged between their respective networks is balanced.	If the traffic between AT&T and Cricket's network is roughly balanced, such that each Party terminates roughly the same amount of traffic it originates, then the parties should use a bill and keep arrangement for the transport and termination of traffic on the respective networks. Under this arrangement each Party would not bill the other Party for the transport and termination of traffic on their respective networks, in recognition of the fact that such bills would likely be equivalent and result in a "zero balance" (or no liability) for both parties.

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
10.	Attach. 02 - Network Inter-connection: § 4.4.2.1	<p>Compensation for InterMTA Traffic - <i>What is the appropriate compensation for Originating Landline-to-WSP InterMTA Traffic?</i></p>	<p>[Excerpt from Price Sheet]:</p> <p>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</p> <p>Type 2A Type 2B Type 1 \$0.0007 \$0.0007 \$0.0007</p>	<p>usage on a going forward basis unless otherwise agreed to by both Parties in writing. The Parties' agreement to eliminate billing for Section 251(b)(5) Calls traffic carries with it the precondition regarding the Traffic Balance Threshold discussed above. As such, the two points have been negotiated as one interrelated term containing specific rates and conditions, which are non-separable for purposes of this Subsection 4.2.2.2.</p> <p>[Excerpt from Price Sheet]:</p> <p>1. Compensation for Section 251(b)(5) Calls Transport and Termination (Per Conversation MOU)</p> <p>Type 2A Type 2B Type 1 Bill and Keep (applicable to all types)</p>	<p>AT&T traffic delivered to Cricket's network that originates in one MTA and terminates in another MTA is equivalent to traditional wireline long distance traffic and Cricket should pay switched access charges to AT&T as if it were a long distance carrier.</p>	<p>When AT&T sends traffic to Cricket's network that originates in one MTA and terminates in another MTA Cricket will terminate such traffic to the called Party. In so doing Cricket will incur certain termination costs which should be compensated by AT&T as the cost-cause because its subscribers initiated the call, and thereby created the costs</p>
			<p>4.4.2.1 For AT&T-KENTUCKY originated landline-to-WSP traffic that, at the beginning of the call: (a) originates on AT&T-KENTUCKY's network in one MTA; and, (b) is delivered to the mobile unit of WSP's End User located in another MTA, AT&T-KENTUCKY shall charge and WSP shall pay a combined switched network access service rate of fifty percent (50%) intrastate and fifty percent (50%) interstate per minute of use for such originating InterMTA traffic, as stated in the Pricing</p>	<p>4.4.2.1 The Parties agree that for any Originating landline to WSP InterMTA Traffic that is routed over Type 2A Interconnection Trunk Groups, WSP is authorized to charge, and AT&T-KENTUCKY will pay to WSP for such traffic, the Originating landline to WSP InterMTA Traffic rate stated in the Pricing Schedule attached hereto. As of the effective date of this agreement, the Parties have agreed that the percentage of traffic considered Originating landline to WSP</p>		

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
		<p>Schedule attached hereto. WSP shall not charge and AT&T-KENTUCKY shall not pay reciprocal compensation for originating landline-to-WSP InterMTA Traffic.</p> <p>4.4.2.2 Until such time as the Parties can measure originating landline-to-WSP InterMTA traffic, a surrogate usage percentage, as stated in the Pricing Schedule attached hereto, will be applied to the total minutes originated by AT&T-KENTUCKY's End Users that are delivered to WSP's network over the Interconnection Trunks.</p>	<p>InterMTA Traffic shall be one (1) percent of the total AT&T-KENTUCKY-originated traffic terminated by and delivered to WSP over Type 2A Interconnection Trunk Groups ("Originating landline to WSP InterMTA Traffic Factor"). Changes to the Originating landline to WSP InterMTA Traffic Factor will be subject to paragraph 4.4.2.2. All Originating landline to WSP InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8, above.</p> <p>4.4.2.2 AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Originating landline to WSP InterMTA Traffic factor does not accurately reflect the proportion of AT&T-KENTUCKY-originated landline to WSP InterMTA Traffic terminated by WSP over local trunks. AT&T-KENTUCKY and WSP agree to negotiate a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Originating landline to WSP InterMTA Traffic factor will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement</p>	<p>InterMTA Traffic shall be one (1) percent of the total AT&T-KENTUCKY-originated traffic terminated by and delivered to WSP over Type 2A Interconnection Trunk Groups ("Originating landline to WSP InterMTA Traffic Factor"). Changes to the Originating landline to WSP InterMTA Traffic Factor will be subject to paragraph 4.4.2.2. All Originating landline to WSP InterMTA Traffic must be routed over Type 2A Interconnection Trunk Groups in accordance with section 3.8, above.</p> <p>4.4.2.2 AT&T-KENTUCKY and WSP each maintain the right, on a quarterly basis, to notify the other Party that the existing Originating landline to WSP InterMTA Traffic factor does not accurately reflect the proportion of AT&T-KENTUCKY-originated landline to WSP InterMTA Traffic terminated by WSP over local trunks. AT&T-KENTUCKY and WSP agree to negotiate a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated factor. The revised Originating landline to WSP InterMTA Traffic factor will go into effect upon approval of such amendment by the Commission. Should AT&T-KENTUCKY and WSP not reach agreement</p>		<p>incurred by Cricket.</p>

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
	Price Sheet § 5.2		<p>[Excerpt from Price Sheet]:</p> <p>5.2 Originating Landline to WSP InterMTA Traffic Factor - 6%</p>	<p><u>on a new Originating landline to WSP InterMTA Traffic factor within thirty (30) days of receiving notice, AT&T-KENTUCKY and WSP agree to use the dispute resolution process set forth in Section 12.0 of the General Terms and Conditions of this Agreement.</u></p> <p>[Excerpt from Price Sheet]:</p> <p>5.2 Originating Landline to WSP InterMTA Traffic Factor - 1¼%</p>		
11.	Attach. 02- Network Inter-connect on § 4.4.1.3	<p>Basis for Establishing InterMTA Traffic Factors - <i>Should the parties use traffic studies, or the exchange of JIP, as the method for classifying calls in the formulation of a land to mobile InterMTA traffic factor?</i></p>	<p>4.4.1.3 Where technically feasible, WSP agrees to provide the Jurisdiction Information Parameter ("JIP") in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP fails to populate JIP in accordance with the industry standard, then AT&T-KENTUCKY will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), or another mutually agreed upon indicator that identifies cell site or originating</p>	<p>4.4.1.3 At its sole discretion, WSP agrees to provide the Jurisdiction Information Parameter ("JIP") in the call record for all WSP-originated IntraMTA and InterMTA traffic, as set forth in ATIS' Network Interconnection Interoperability Forum reference document ATIS-0300011. For all traffic measurements, the Parties will use traffic studies, as the preferred method to classify the call as InterMTA-Interstate and InterMTA-Intrastate for negotiating an Originating WSP to Land InterMTA Traffic factor. If WSP does not provide JIP, then the Parties will use a traffic study, or another mutually agreed upon indicator that identifies cell site or originating Mobile Telephone Switching Office ("MTSO") to classify the call as InterMTA-Interstate and InterMTA-</p>	<p>For all traffic measurements the parties should use Jurisdiction Information Parameter ("JIP") as the preferred method to classify calls as interMTA for purposes of negotiating an interMTA traffic factor. If Cricket does not provide the JIP, then AT&T will use either Originating Location Routing Number ("OLRN"), or originating NPA/NXX (calling party), to classify the call.</p>	<p>For all traffic measurements the parties should use traffic studies, in lieu of the Jurisdiction Information Parameter ("JIP"), as the preferred method to classify calls as interMTA for purposes of negotiating an interMTA traffic factor. Use of a JIP is not appropriate because of the limitations associated with the use of a JIP for certain traffic originating on wireless service provider networks. If a traffic study is not appropriate, or feasible, the parties can negotiate an alternative arrangement.</p>

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
12.	Attach. 02- Network Inter-connect on §§ 5.1.2-5.1.3	<p>Billing IXCs for Switched Access Services – <i>Should the agreement impose obligations upon Cricket to engage in meet point billing procedures even when both parties are not billing interexchange carriers for switched access services?</i></p>	<p>Mobile Telephone Switching Office (“MTSO”) to classify the call as InterMTA-Interstate and InterMTA-Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.</p> <p>§ 5.1 Pursuant to the procedures described in the Multiple Exchange Carrier Access Billing (“MECAB”) document, developed by the Alliance for Telecommunications Industry Solutions (“ATIS”) Ordering and Billing Forum (“OBF”), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (“EMI”) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.</p>	<p>Intrastate for use in negotiating a Originating WSP to Land InterMTA Traffic factor.</p> <p>§ 5.1 When the Parties are engaged in the provision of jointly provided switched access services, pursuant to the procedures described in the Multiple Exchange Carrier Access Billing (“MECAB”) document, developed by the Alliance for Telecommunications Industry Solutions (“ATIS”) Ordering and Billing Forum (“OBF”), the Parties shall provide to each other the Switched Access Services detail usage data, on a per LATA basis, for jointly provided tandem switched Feature Groups B or D services to or from an IXC. As detailed in the MECAB document, the Parties will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers and promptly bill Access Service customers for Switched Access Services traffic jointly provided via the meet-point billing arrangement. Information shall be exchanged in Electronic Message Interface (“EMI”) format, via a mutually acceptable electronic file transfer protocol. The Parties agree to exchange the Switched Access Services detail usage data to each other on a reciprocal, no charge basis.</p>	<p>The interconnection agreement should include meet point billing terms that will establish each party’s respective obligations to engage in meet point billing of switched access services, and the exchange of necessary information to support such billing, regardless of whether both parties are actually providing switched access services to interexchange carriers.</p>	<p>The agreement should impose meet point billing obligations only when both parties are engaged in the provision of switched access services (and the billing of such services) to interexchange carriers. Cricket does not provide switched access services, and does not normally bill interexchange carriers for such services. As such, it is not appropriate to impose meet point billing obligations under the agreement.</p>

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>5.2 WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records ("AURS"), based upon mutually agreed upon intervals. Each Party shall provide the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC code.</p>	<p>5.2 When the Parties are engaged in the provision of jointly provided switched access services, WSP providers interconnecting with AT&T-KENTUCKY must obtain a non-hosted Revenue Accounting Office code in order to receive detail usage data from AT&T-KENTUCKY. Each Party agrees to provide the other Party with Access Usage Records ("AURS"), based upon mutually agreed upon intervals. Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of the notifying Party's network in a Meet Point Billing ("MPB") arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. The Parties shall provide this information to each other, except where proprietary restrictions prohibit disclosure. Each Party will be entitled to reject a record that does not contain a CIC code.</p>		
			<p>5.3 Other Responsibilities Of The Parties:</p> <p>5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access tariff or</p>	<p>5.3 Other Responsibilities Of The Parties when the Parties are engaged in the provision of jointly provided switched access services:</p> <p>5.3.1 The Parties will each bill the IXC for their portion of the Switched Access Services, as stated in each Party's respective access</p>		

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>WSP's contract with the IXC, based on the billing percentages stated below.</p> <p>5.3.2 WSP shall designate AT&T-KENTUCKY's Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).</p> <p>5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.</p> <p>5.3.5 AT&T-KENTUCKY shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided Switched Access</p>	<p>tariff or WSP's contract with the IXC, based on the billing percentages stated below.</p> <p>5.3.2 WSP shall designate AT&T-KENTUCKY's Access Tandem switch or any other reasonable Facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the Access Tandem switch designated, the Parties agree that the billing percentage to be utilized to bill Switched Access Services customers for jointly provided Switched Access Services traffic shall be any mutually agreed upon billing percentage(s).</p> <p>5.3.4 The Parties shall undertake all reasonable efforts to ensure that the billing percentages and associated information, as described in the MECAB document identified in Section 5.1 above, are maintained in their respective federal and state access tariffs or WSP's contract with the IXC, as required, until such time as such information is included in the National Exchange Carrier Association ("NECA") FCC Tariff No. 4.</p> <p>5.3.5 AT&T-KENTUCKY shall implement the "Multiple Bill/Single Tariff" option described in the MECAB document identified in Section 5.1 above, so that each Party bill the IXC for its portion of the jointly provided</p>		

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
TRANSIT TRAFFIC ISSUES						
13.	Attach. 02- Network Inter-connect on § 4.6.3	Transit Traffic Terms— Under what conditions should AT&T be entitled to bill Cricket for traffic delivered to a third party carrier's network?	4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-Kentucky's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local AT&T-Kentucky, purchased on a wholesale basis, to provide service to its End Users; or (iii) a Third Party Terminating Carrier's End Users, WSP is responsible for all Conversation MOU's billed by AT&T-Kentucky for Section 251(b)(5) traffic or the applicable switched access or transit rates as found in the Access Services tariffs or other related contract for such traffic.	4.6.3 When a Non-AT&T Tandem Provider sends Traffic originated by the End Users of WSP to (i) AT&T-Kentucky's End User; or (ii) to an End User of a Third Party Terminating Carrier that utilizes local switching from AT&T-Kentucky, purchased on a wholesale basis, to provide service to its End Users; WSP is responsible for all Conversation MOU's billed by AT&T-Kentucky at the Section 251(b)(5) rates set forth in Section 1 of the Price Sheet of this agreement, and Price Sheet for Section 251(b)(5) traffic or the applicable transit rates for such traffic.	Terms regarding the exchange of transit traffic, i.e., that which originates on a third Party's network, transmits the AT&T Cricket network, or vice versa, are not subject to Section 251 of the Telecommunications Act, are outside the scope of the Kentucky PSC's jurisdiction, and are not appropriate for inclusion in Kentucky PSC approved interconnection agreements.	Terms regarding the exchange of transit traffic, i.e., that which originates on a third party's network, transmits the AT&T Cricket network, or vice versa, are subject to Section 251 of the Telecommunications Act, are within the scope of the Kentucky PSC's jurisdiction, and are appropriate for inclusion in Kentucky PSC approved interconnection agreements.
14.	Transit Traffic Attach. §§ 1.1, 2.10, 3.5, 8.1	Transit Traffic Terms— Is transit service governed by Section 251 of the Act, and/or the Commission's authority over intrastate traffic, and, must transit service be made available at	1.1 This Transit Traffic Service Attachment ("Attachment" or "Agreement") sets forth the rates, terms and conditions of AT&T-Kentucky's Transit Traffic Service as a Transit Traffic Service Provider. AT&T-Kentucky's Transit Traffic Service is provided to other Telecommunications Carriers for Telecommunications Traffic that does not	1.1 This Transit Traffic Service Attachment ("Attachment" or "Agreement") sets forth the rates, terms and conditions of AT&T-Kentucky's Transit Traffic Service as a Transit Traffic Service Provider. AT&T-Kentucky's Transit Traffic Service is provided to other Telecommunications Carriers pursuant to Section 251 and 252 of the	Transit traffic service is not governed by Section 251 of the Act, and is not subject to TELRIC pricing standards.	Transit traffic service is governed by Section 251 of the Act, and as such is subject to TELRIC pricing standards and principles applicable to interconnection arrangements provided under section 251. In addition, transit traffic is

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
		<i>TELRIC rates?</i>	<p>originate with, or terminate to, the Transit Service Provider's End User. Transit Traffic Service allows Cricket Communications, Inc. ("WSP") to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-Kentucky's Transit Traffic Service.</p> <p>2.10 "Transit Traffic Service" is an optional non-251/252 switching and intermediate transport service provided by AT&T-Kentucky for Transit Traffic between WSP and AT&T-Kentucky, where WSP is directly interconnected with an AT&T-Kentucky Tandem.</p> <p>3.5 The rates that AT&T-Kentucky shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.</p> <p>8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates apply to all Minutes-of-Use ("MOU" or "MOUs"), when WSP sends Transit Traffic to a Third Party</p>	<p>Telecommunications Act of 1996, and applicable state law, for Telecommunications Traffic that does not originate with, or terminate to, the Transit Service Provider's End User. Transit Traffic Service allows Cricket Communications, Inc. ("WSP") to exchange WSP originated traffic with a Third Party Terminating Carrier to which it is not directly interconnected and receive traffic originated by a Third Party Originating Carrier, utilizing AT&T-Kentucky's Transit Traffic Service.</p> <p>2.10 "Transit Traffic Service" is a switching and transport service provided by AT&T-Kentucky for Transit Traffic between WSP and AT&T-Kentucky pursuant to Section 251 and 252, where WSP is directly interconnected with an AT&T-Kentucky Tandem.</p> <p>3.5 The TELRIC-based rates that AT&T-Kentucky shall charge WSP for Transit Traffic Services are set forth in Section 8.0, below and in the attached Transit Traffic Service Appendix Pricing.</p> <p>8.1 Unless otherwise specified below or in the Transit Traffic Service Appendix Pricing, Transit Traffic Services rates shall be TELRIC-based rates that apply to all</p>		<p>intrastate traffic which the Commission retains authority over for purposes of ensuring efficient network uses and arrangements.</p> <p>The Kentucky PSC has determined that it has authority to order carriers to include terms regarding the exchange of transit traffic in interconnection agreements reviewed and approved by the Kentucky PSC. The Commission's authority arises from its explicit authority and jurisdiction over intrastate telecommunications traffic, and the authority delegated by Congress under sections 251 and 252 of the Telecommunications Act of 1996.</p>

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
15.	Transit Traffic Attach. § 3.6	Transit Traffic Terms – Should Cricket be required to enter into a 22 state interconnection agreement with meet point billing terms with AT&T?	Terminating Carrier's network through AT&T-KENTUCKY's Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.	Minutes-of-Use ("MOU" or "MOUs"), when WSP sends Transit Traffic to a Third Party Terminating Carrier's network through AT&T-KENTUCKY's Tandem Office Switch, where an AT&T-KENTUCKY End User is neither the originating nor the terminating party. WSP agrees to compensate AT&T-KENTUCKY, operating as a Transit Service Provider, at the applicable rates set forth in Transit Traffic Service Appendix Pricing.	As a condition to the exchange of transit traffic with AT&T, Cricket should be required to enter into an interconnection agreement that includes meet point billing terms and conditions. Such meet point billing terms would govern the parties mutual obligations governing the billing of jointly provided switched access services.	Where appropriate and necessary, and upon mutual consent, the parties can enter into a multi-state agreement with meet point billing terms. However, because Cricket does not provide switched access services, or generally bill interexchange carriers, this provision should not be mandatory.
16.	Transit Traffic Attach. § 3.7.2	Transit Traffic Terms – Under what circumstances should Cricket be obligated to deliver billing records to AT&T?	3.6 WSP and AT&T-Kentucky shall execute an interconnection Agreement with Meet Point billing terms and conditions.	3.6 Upon mutual consent of the Parties, WSP and AT&T-Kentucky shall execute an Interconnection Agreement with Meet Point billing terms and conditions.	Cricket should be required to provide to AT&T Electronic Message Interface (EMI) call records and data, including various billing and carrier identifying information regardless of whether Cricket services.	The parties should mutually agree upon the necessary information to exchange for purposes of billing third party originated traffic, at such time that all of the carriers on the call path have terms that

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Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T SOUTHEAST REGION 9-STATE. AT&T SOUTHEAST REGION 9-STATE shall pass Electronic Message Interface (EMI) 1101 call records to WSP at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then WSP shall be responsible for all costs and charges incurred by AT&T SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.</p> <p>3.7.3 Information required from WSP participating in EMI billing with AT&T SOUTHEAST REGION 9-STATE includes, but is not limited to:</p> <ul style="list-style-type: none"> (i) Regional Accounting Office code (RAO) (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T SOUTHEAST REGION 9-STATE will only render a bill to WSP. 	<p>appropriate termination compensation, and Transit Traffic when both the Third Party Originating Carrier and Third Party Terminating Carrier participate in this billing arrangement with AT&T SOUTHEAST REGION 9-STATE. AT&T SOUTHEAST REGION 9-STATE shall pass Electronic Message Interface (EMI) 1101 call records to WSP at no charge. Notwithstanding the foregoing, where either or both of the Third Party Originating Carrier and Third Party Terminating Carrier of Transit Traffic do not have EMI capability or refuse to use an EMI billing arrangement for Transit Traffic, then WSP shall be responsible for all transit charges, (as set forth in the attached Pricing Sheet), assessed by AT&T SOUTHEAST REGION 9-STATE for Transit Traffic originated by WSP.</p> <p>3.7.3 Where WSP agrees to participate in EMI billing records exchange with AT&T SOUTHEAST REGION 9-STATE, WSP will provide the following information:</p> <ul style="list-style-type: none"> (i) Regional Accounting Office code (RAO) (ii) Operating Company Number (OCN) per state for each entity to be billed. If an OCN is not available for each billed entity, AT&T SOUTHEAST REGION 9-STATE will only render a bill to WSP. 	<p>participates in a mutual billing arrangement with third party providers.</p>	<p>provide for the billing of such traffic. Until such time as the originating and terminating carrier have terms for billing, the exchange of call records and related information is premature and burdensome on all involved.</p>

AT&T-Kentucky proposed language: **bold font**

Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
17.	Transit Traffic Attach. § 3.7.4	Transit Traffic Terms – Under what circumstances should the Parties establish a default Billing Interconnection Percentage (“BIP”)?	(iii) a unique Access Carrier Name Abbreviation (ACNA) (iv) Percent Interstate Usage (v) Percent Local Usage (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%) (vii) Billing Interconnection Percentage (viii) Screening Telephone Number (STN) for each interconnection trunk group from WSP’s dedicated NXX that sub-tends an AT&T SOUTHEAST REGION 9-STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP’s AT&T SOUTHEAST REGION 9-STATE Type 2A trunk interconnection exists.	(iii) a unique Access Carrier Name Abbreviation (ACNA) (iv) Percent Interstate Usage (v) Percent Local Usage (vi) 800 Service Percent Interstate Usage or default of fifty percent (50%) (vii) Billing Interconnection Percentage (viii) Screening Telephone Number (STN) for each interconnection trunk group from WSP’s dedicated NXX that sub-tends an AT&T SOUTHEAST REGION 9-STATE Tandem in the interconnected LATA and is within the same Numbering Plan Area (NPA) as the exchange where the WSP’s AT&T SOUTHEAST REGION 9-STATE Type 2A trunk interconnection exists.	The parties should establish a billing interconnection percentage for purposes of billing third party providers for jointly provided switched access, and transit.	There is no need for the parties to establish a billing interconnection percentage at this time. Such arrangements are appropriate if Cricket begins billing third parties for traffic that transits the AT&T network, and terminates on the Cricket network.
18.	Transit Traffic Attach.	Transit Traffic Terms – Should Cricket be obligated to enter into	3.7.4 A default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish a BIP other than this default BIP.	3.7.4 Where WSP engages in the billing of transport and termination charges assessed upon third party carrier originated traffic, a default Billing Interconnection Percentage (BIP) of zero percent (0%) for AT&T SOUTHEAST REGION 9-STATE and one hundred percent (100%) for WSP will be used, if WSP does not file with NECA to establish a BIP other than this default BIP.	Cricket has the sole obligation to enter into traffic compensation arrangements	Cricket has the option, but not the obligation, to enter into traffic compensation

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Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
	§ 4.1	<i>traffic compensation arrangements with Third Party carriers as a precondition to sending transit traffic over AT&T's network?</i>	Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky have any liability to WSP or any Third Party Carrier, if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-Kentucky's network to reach a Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all Losses including, without limitation, charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges to the Third Party Terminating Carrier.	Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky have any liability to WSP or any Third Party Carrier, if WSP does not enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-Kentucky's network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all applicable, and lawfully applied, termination charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges for traffic originating on WSP's network to the Third Party Terminating Carrier. In the event that any indemnity rights under this section 4.1 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an	with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers.	arrangements with each Third Party carrier that it may exchange traffic with via the AT&T tandem. The terms, and existence, of such agreements should be dictated by the parties thereto, and the state Commission, but not AT&T.

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
19.	Transit Traffic Attach. §§ 4.1, 4.2, 4.3	Transit Traffic Terms – Should Cricket be obligated to indemnify AT&T and hold it harmless against “any and all losses” – without limitation?	4.1 WSP has the sole obligation to enter into traffic compensation arrangements with Third Party Terminating Carriers, prior to delivering Transit Traffic to AT&T-Kentucky for transiting to such Third Party Terminating Carriers. In no event will AT&T-Kentucky have any liability to WSP or any Third Party Carrier, if WSP fails to enter into such traffic compensation arrangements. In the event WSP originates Transit Traffic that transits AT&T-Kentucky’s network to reach a Third Party Terminating Carrier with whom WSP does not have a traffic compensation arrangement, then WSP will indemnify, defend and hold harmless AT&T-Kentucky against any and all Losses including, without limitation , charges levied by such Third Party Terminating Carrier against AT&T-Kentucky. The Third Party	estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP’s own cost and expense.	Cricket should be required to indemnify AT&T against “any and all losses” arising from the exchange of transit traffic over AT&T’s network. Further, Cricket should assume these indemnity obligations regardless of whether it has any liability, or involvement, in the losses that AT&T may suffer.	Cricket will accept some indemnity obligations, but believes that such obligations should be limited to the obligation to indemnify AT&T against any termination charges levied by Third Party Carriers against AT&T for traffic that originates on Cricket’s network. In other words, Cricket does not expect AT&T to pay for termination costs that are Cricket’s responsibility, and would otherwise apply to Cricket. However, indemnity obligations should be limited in this manner, rather than left vague and open-ended as

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Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
		<p>Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges to the Third Party Terminating Carrier.</p>	<p>AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges for traffic originating on WSP's network to the Third Party Terminating Carrier. In the event that any indemnity rights under this section 4.1 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.</p>	<p>AT&T-Kentucky. The Third Party Terminating Carrier and AT&T-Kentucky will bill their respective charges directly to WSP. AT&T-Kentucky will not be required to function as a billing intermediary, (i.e., clearinghouse). Under no circumstances will AT&T-Kentucky be required to pay any termination charges for traffic originating on WSP's network to the Third Party Terminating Carrier. In the event that any indemnity rights under this section 4.1 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.</p>		<p>AT&T proposes.</p>
		<p>4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating Carrier</p>		<p>4.2 In the event WSP originates Transit Traffic destined for a Third Party Terminating</p>		

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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
		<p>with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-Kentucky to pay such Third Party Carrier termination charges for the Transit Traffic AT&T-Kentucky has delivered, WSP will indemnify AT&T-Kentucky for any and all losses related to such order, including, but not limited to, termination charges, interest, and any billing and collection costs. In the event of any such proceeding, AT&T-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including billing information AT&T-KENTUCKY may have).</p> <p>4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-Kentucky's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-Kentucky identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped, altered, modified, added,</p>	<p>Carrier with which WSP does not have a traffic compensation arrangement and a regulatory agency or court orders AT&T-Kentucky to pay such Third Party Carrier termination charges for the <u>WSP-originated</u> Transit Traffic AT&T-Kentucky has delivered to a Third Party Carrier, WSP will indemnify AT&T-Kentucky for any and all Third Party Carrier termination charges related to such order. In the event of any such proceeding, AT&T-KENTUCKY will not oppose WSP's intervention, and participation as a party in such proceeding. In the event that any indemnity rights under this section 4.2 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including all relevant billing information AT&T-KENTUCKY may have <u>in its possession or control</u>).</p> <p>4.3 WSP will be responsible for sending the Calling Party Number (CPN) for calls delivered to AT&T-Kentucky's network. WSP shall not strip, alter, modify, add, delete, change, or incorrectly assign or re-assign any CPN. If AT&T-Kentucky identifies improper, incorrect, or fraudulent use of local exchange services or identifies stripped,</p>			

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underling

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>deleted, changed, and/or incorrectly assigned CPN, then WSP agrees to cooperate to investigate and take corrective action. If WSP is sending CPN to AT&T-Kentucky, but AT&T-Kentucky is not properly receiving the information, then WSP will work cooperatively with AT&T-Kentucky to correct the problem. If AT&T-Kentucky does not receive CPN from WSP, then AT&T-Kentucky cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-Kentucky from any and all Losses arising out of the failure of any traffic transiting AT&T-Kentucky's network to have CPN.</p>	<p>altered, modified, added, deleted, changed, and/or incorrectly assigned CPN, then WSP agrees to cooperate to investigate and take corrective action. If WSP is sending CPN to AT&T-Kentucky, but AT&T-Kentucky is not properly receiving the information, then WSP will work cooperatively with AT&T-Kentucky to correct the problem. If AT&T-Kentucky does not receive CPN from WSP, then AT&T-Kentucky cannot forward any CPN, and WSP will indemnify, defend and hold harmless AT&T-Kentucky from any and all applicable, and lawfully applied, Third Party Carrier termination charges arising out of the failure of any WSP-originated traffic transiting AT&T-Kentucky's network to have CPN. In the event that any indemnity rights under this section 4.3 are asserted by AT&T-Kentucky, then AT&T-Kentucky shall: (a) provide WSP notice of the Third Party Carrier termination charges levied promptly after becoming aware thereof (including a summary of the charges, an estimate of the amount thereof, and a copy of any applicable invoices); (b) prior to taking any material action with respect to a Third Party Terminating Carrier charges, shall consult with WSP as to the procedure to be followed in defending, settling, or compromising the charges; (c) not consent to any settlement or compromise of Third Party Carrier</p>		

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			<p>5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY will pass the CPN to WSP, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-KENTUCKY cannot forward the CPN; therefore, WSP will indemnify, defend and hold harmless AT&T-KENTUCKY from any and all losses arising from or related to the lack of CPN. If AT&T-KENTUCKY or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, WSP agrees to cooperate with AT&T-KENTUCKY and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY and the Third Party Originating Carrier to correct the problem.</p>	<p>termination charges without the written consent of WSP; (d) permit WSP to assume the defense of any Third Party Carrier claims at WSP's own cost and expense.</p> <p>5.2 The Third Party Originating Carrier is responsible for sending the CPN for calls originating on its network and passed to the network of WSP from AT&T-KENTUCKY, serving as the Transit Service Provider. AT&T-KENTUCKY will pass the CPN to WSP, as it is received from the Third Party Originating Carrier. If the CPN is not received from the Third Party Originating Carrier, AT&T-KENTUCKY cannot forward the CPN. If AT&T-KENTUCKY or WSP identifies stripped, altered, modified, added, deleted, changed, and/or incorrectly assigned CPN from a Third Party Originating Carrier, WSP agrees to cooperate with AT&T-KENTUCKY and the Third Party Originating Carrier to investigate and take corrective action. If the Third Party Originating Carrier is sending CPN, but AT&T-KENTUCKY or WSP is not properly receiving the information, then WSP will work cooperatively with AT&T-KENTUCKY and the Third Party Originating Carrier to correct the problem.</p>		

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
AT&T Kentucky and Cricket Communications, Inc.
Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
20.	Transit Traffic Attach. § 6.1	Transit Traffic Terms— <i>Under what circumstances should Cricket be required to establish a direct connection with Third Party carriers?</i>	6.1 In each LATA in which WSP has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-KENTUCKY, WSP shall trunk from each of its MSCs to all AT&T-KENTUCKY Tandems in such LATA; or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to all AT&T-KENTUCKY Tandems in such LATA.	6.1 In each LATA in which WSP has one or more Mobile Switching Centers (MSCs) and desires to exchange Transit Traffic through AT&T-KENTUCKY, WSP shall trunk from each of its MSCs to the appropriate AT&T-KENTUCKY Tandems in such LATA consistent with the terms of Attachment 2 (<u>Network Interconnection</u>) of the <u>interconnection agreement between AT&T-KENTUCKY and WSP in Kentucky</u> ; or, in the event WSP has no MSC in a LATA in which it desires to send Transit Traffic through AT&T-KENTUCKY, then WSP shall establish one or more POIs within such LATA and trunk from each of its POIs to the appropriate AT&T-KENTUCKY Tandems in such LATA.	Cricket shall establish trunks from each MSC in a LATA to all AT&T Kentucky Tandems in such LATA when it desires to exchange transit traffic with AT&T Kentucky.	The parties should avoid the use of overly broad language, and instead should use clear language to establish appropriate trunking arrangements depending upon the nature of the traffic, and the location of network facilities in use.
21.	Transit Traffic Attach. § 7.1	Transit Traffic Terms— <i>Under what circumstances should Cricket be required to establish a direct connection with Third Party carriers?</i>	7.1 WSP shall route Transit Traffic via AT&T-Kentucky's Tandem Office Switches, and not at or through any AT&T-Kentucky End Offices. When WSP Transit Traffic is routed through AT&T-Kentucky's Tandem to a Third Party Terminating Carrier and requires twenty-four (24) or more trunks, upon AT&T-Kentucky written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty (60) calendar days from the date of AT&T-Kentucky's request. Once a	7.1 WSP shall route Transit Traffic via AT&T-Kentucky's Tandem Office Switches, and not at or through any AT&T-Kentucky End Offices. When WSP Transit Traffic is routed through AT&T-Kentucky's Tandem to a Third Party Terminating Carrier and requires <u>forty-eight (48)</u> or more trunks for <u>three (3) consecutive months</u> , upon AT&T-Kentucky written request, WSP shall establish a direct trunk group or alternate transit arrangement between itself and the Third Party Terminating Carrier within sixty	Cricket should establish direct connections with Third Party carriers whenever the volume of traffic reaches forty eight (48) or more trunks for a sustained period of time, i.e., at least three consecutive months. This threshold ensures that a direct connection is justified by a sufficiently high level of traffic, for a continuous period of time.	Cricket should establish direct connections with Third Party carriers whenever the volume of traffic reaches twenty-four (24) or more trunks.

AT&T-Kentucky proposed language: **bold font**
Cricket proposed language: double underline

Exhibit B
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Disputed Issues Matrix (3-26-10)

Issue No.	Contract Section	Issue Description	AT&T Language	Cricket Language	AT&T Position	Cricket Position
			Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-Kentucky Tandem to the Third Party Terminating Carrier, unless AT&T-Kentucky and WSP mutually agree otherwise.	(60) calendar days from the date of AT&T-Kentucky's request. Once a direct Trunk Group has been established, WSP agrees to cease routing Transit Traffic through the AT&T-Kentucky Tandem to the Third Party Terminating Carrier, unless AT&T-Kentucky and WSP mutually agree otherwise.		

AT&T-Kentucky proposed language: **bold font**
 Cricket proposed language: double underline

Minutes Exchanged between MClmetro and Brandenburg in KY

Traffic Month	DR-14 Intrastate Switched Access MOUs	DR-14 Local Term (Under 3:1) MOU	DR-14 Local Term (Over 3:1) MOU	DR-13 Local Orig MOUs
200807	2,020	0	2,341,122	-
200808	2,636	0	2,411,607	-
200809	2,755	0	2,232,310	-
200810	3,546	0	2,196,820	-
200811	3,059	0	2,243,621	-
200812	5,772	960	2,199,737	320.00
200901	3,578	958	1,985,745	319.33
200902	962	844	1,545,444	281.33
200903	372	705	1,868,778	235.00
200904	413	1,675	1,608,281	558.33
200905	548	249	1,536,140	83.00
200906	509	0	1,504,015	-
200907	1,570	3,000	1,572,638	1,000.00
200908	474	144	1,480,178	48.00
200909	416	1,516	1,397,844	505.33
200910	640	2,286	1,628,252	762.00
200911	793	2,196	2,015,845	732.00
200912	561	2,076	1,970,874	692.00
201001	997	1,626	1,924,839	542.00
201002	1,116	1,084	1,682,423	361.33

Local Term = Local MOU Originated by Brandenburg customer and terminated to MClmetro customer
 Local Orig = Local MOU Originated by MClmetro customer and terminated to Brandenburg customer