

**EXECUTIVE SUMMARY OF SPRINT DIRECT TESTIMONY
MISSOURI PUBLIC SERVICE COMMISSION
CASE NO. TO-2005-0336**

Sprint and SBC initially identified 66 unresolved issues; however, 21 issues have been resolved. The following 45 issues remain unresolved:

Sprint witness Peter N. Sywenki:

1. Bill & Keep 3 issues -- For local traffic, what is the appropriate compensation arrangement: (a) 100% reciprocal compensation or (b) bill and keep for balanced traffic? Sprint seeks (b).
2. Multi-Jurisdictional Trunks 4 issues -- Should Sprint be allowed to combine local, long distance, and wireless traffic on the same trunks? Sprint seeks Yes.
3. Transit 2 ½ issues -- Should the IAC contain a definition for transit traffic: Sprint seeks Yes.
4. Indirect Connection 3 issues -- Should Sprint be required to provide trunking to each: (a) exchange, or (b) LATA? Sprint seeks each LATA
5. Facility Costs 3 ½ issues -- Should the cost of the connecting the networks be (a) shared, or (b) the financial responsibility of Sprint? Sprint seeks (a).

Sprint witness James R. Burt:

6. End-User Definition 4 issues -- Should the IAC explicitly allow Sprint to interconnect with SBC on behalf of another carrier (e.g. a cable-phone provider)? Sprint seeks Yes.
7. VoIP 1 issue -- Should VoIP compensation be defined in the IAC: Sprint seeks Yes.

Sprint witness Hoke R. Knox

8. Porting Charges 1 issue -- Which party should pay NXX migration charges: (a) the party to whom the NXX is migrated, or (b) each party is responsible? Sprint seeks (b).
9. Out of Exchange 3 issues -- Should Appendix Out of Exchange be included? Sprint seeks No.

Sprint witness Edward Fox:

10. Collocation 4 issues -- Can SBC disallow certain collocation equipment? Sprint seeks No.

Sprint witness Linda E. Shipman

11. Escrow/Deposits 4 issues -- Should Sprint be required to (a) provide a deposit, (b) escrow disputed charges, and (c) use a SBC form for disputes: Sprint seeks No.

Sprint witness James M. Maples

12. Lawful UNEs 8 issues – Sprint’s concerns cover the following topics: (a) multiple change in law provisions, (b) access to UNEs, (c) declassified UNEs, (d) reference to federal law, (e) combinations, technical feasibility, commingling, and TDM.

Sprint witness Linda M. Gates

13. Structure Access/Right of Way 3 issues – Should SBC (a) obtain Sprint’s approval if it sells assets and (b) provide Sprint with ROW documentation, and (c) be prohibited from double recovery for over lash? Sprint seeks Yes.

Brief Only

14. Definition or Routing Point 1 issue -- Should the definition or ‘Routing Point’ include the term (a) LEC or (b) Telecommunication Carrier? Sprint seeks (b).

Summary of Direct Testimony of Peter N. Sywenki

Sprint seeks an interconnection agreement that will allow both parties to interconnect and exchange traffic as economically and efficiently as possible. In my direct testimony, I have described Sprint’s position on transit, indirect interconnection, cost-sharing of interconnection facilities, multi-jurisdictional trunking and facilities, and reciprocal compensation. Specifically, the Commission should: 1) require that transit rates, terms, and conditions continue to be incorporated into this 251/252 agreement and continue to be priced at TELRIC rates; 2) permit Sprint to indirectly interconnect with those SBC end offices that subtend another carrier’s tandem; 3) require SBC to share the cost of the interconnection facility that connects the SBC and Sprint networks; 4) permit Sprint to combine multi-jurisdictional traffic types on interconnection trunks and facilities; and 5) permit Sprint and SBC to utilize bill and keep for traffic that is roughly balanced, within a range of +/-5%.

Summary of Direct Testimony of James R. Burt

Sprint and SBC have a dispute related to whether Sprint has the right to place local traffic of a service provider Sprint has entered into a business relationship with on Sprint's interconnection trunks with SBC. In other words, does Sprint have the right to place local traffic originated by a Time Warner cable customer onto the interconnection facilities connecting Sprint with SBC? Sprint has entered into partnerships with several cable operators, including Time Warner Cable and Mediacom in Missouri, where Sprint provides the behind-the-scenes connection to the public switched network, including connection with the ILEC. Giving Sprint the right to include the traffic of another service provider on its interconnection trunks will allow the cable companies to enter the market and provide a facilities based competitive alternative. An innovative facilities based market entry model of this type is consistent with good telecom policy and is in the public interest.

With respect to the VoIP intercarrier compensation issue, Sprint wants to avoid a situation whereby Sprint is disadvantaged relative to other carriers. If a competitor of Sprint's has the ability to terminate VoIP traffic at a particular rate based on a negotiated agreement, Sprint wants those same rates. SBC and Level 3 have negotiated a rate for VoIP traffic. Therefore, Sprint is asking SBC to agree to offer the same rates to Sprint.

Summary of Direct Testimony of Hoke R. Knox

First, Sprint does not support SBC's position that an "Out of Exchange Traffic" Appendix needs to be included in the Interconnection Agreement. SBC's proposed Out

of Exchange Appendix is redundant and the traffic types identified in the Out of Exchange Traffic Appendix are already covered in other appendices like the Inter-carrier Compensation Appendix. Also, technically and operationally, SBC is trying to place special stipulations on Sprint that it does not follow itself and cannot implement. For example, the routing of FX traffic to the serving tandem as required by Section 4.4 of the Out of Exchange Appendix. Second, Sprint does not support SBC's position that the Numbering Appendix should contain language regarding full NXX migration cost recovery. Sprint is opposed to the additional SBC language because under the existing porting processes for a full NXX, each party is responsible for its own cost per the FCC's Local Number Portability rules and related Orders.

Summary of Direct Testimony of Edward Fox

Sprint believes that the 2001 FCC *Collocation Remand Order* (Exhibit EBF1) settled these issues with no lack of clarity in that Order. The FCC restated its decisions in the collocation rules found in the Telecommunications volume of *Title 47, The Code of Federal Regulations*, which strongly support Sprint's position. (Exhibit EBF2) Sprint is not attempting to determine how broadly the rules may be interpreted or to establish a new precedent on these issues; rather, Sprint is taking a straight-forward, literal reading of the FCC rules and applying them to the terms and conditions of this agreement. The issues revolve around the type of equipment that may be collocated. The FCC has provided a clear definition of "necessary" and has also clearly articulated its policy and rules that multi-functional and certain types of stand-alone switching equipment are permissible for collocation. This is explained below in my testimony.

Summary of Direct Testimony of Linda E. Shipman

Direct testimony to present Sprint's positions regarding deposits, rendering of payments and disputes, and escrow accounts for local services. Specifically, Sprint is adamantly opposed to SBC's proposed contract language mandating (a) advanced deposits, (b) interest-bearing escrow accounts for disputed billings, and (c) a specific Billing Claim Dispute Form. Sprint submits that SBC's proposed billing practices are burdensome, unnecessary, and costly for Sprint to implement.

Summary of Direct Testimony of James M. Maples

Sprint operates as both a CLEC and ILEC in the state of Missouri. It is therefore both providing and receiving access to unbundled network elements (UNEs). Sprint's positions on these issues are balanced, based on reasonable interpretations of FCC rules and orders. SBC MISSOURI, like all ILECs, has an obligation to provide access to UNEs in accordance with the FCC rules and it should have no issue with plainly saying so. Any change in its unbundling or interconnection obligations resulting from FCC orders, state commission orders, legislation, or court decisions should be incorporated into the Agreement via the change in law provisions. The elimination of access to high capacity UNE loop and dedicated transport due to changes in the status of SBC MISSOURI wire centers should be subject to dispute resolution and provide for a reasonable transition. SBC MISSOURI should combine UNEs and commingle UNEs with wholesale services consistent with the FCC rules and should not be allowed to

impose unreasonable restrictions. And finally, SBC MISSOURI should make routine network modifications to UNEs consistent with how it does so for its own retail end users.

Summary of Direct Testimony of Linda M. Gates

The purpose of my Direct Testimony is to provide Sprint's positions regarding the following three outstanding issues contained within the Appendix Structure Access:

1. STRUCTURE ACCESS APPENDIX, ISSUE NUMBER 2 (a) and (b), ISSUE STATEMENT (a) Should Sprint be allowed to overlash an Attaching Party's facilities with only a notice to SBC (**YES**) – OR is Sprint required to obtain prior approval from SBC? (**NO**) and “(b) “Should Sprint be required to pay an additional fee for overlashing as listed in Appendix I or the Pricing Appendix, whichever is applicable?” (**NO**)
2. STRUCTURE ACCESS APPENDIX, ISSUE NUMBER 3 , ISSUE STATEMENT "Is SBC Missouri obligated to provide to Sprint documentation evidencing the grant of any interest or right in any easement made by SBC-13STATE to Attaching Party? (**YES**)
3. STRUCTURE ACCESS APPENDIX, ISSUE NUMBER 1c, ISSUE STATEMENT "Is Sprint required to obtain SBC Missouri's permission to assign or transfer its assets to (i) affiliated entities? (**NO**) and (ii) nonaffilates ? (**YES, but not to be unreasonably withheld by SBC**).