

**Attachment B**  
**VzB/Embarq MO DPL (Decision Point List)**

<u>Issue No.</u>	<u>Issue(s)</u>	<u>Section(s)</u>	<u>Verizon Access's Language</u>	<u>Verizon Access's Position</u>	<u>Embarq's Language</u>	<u>Embarq's Position</u>
1	What compensation should apply to virtual NXX traffic under the ICA?	55.4	<p><i><b>55.4 If either Party assigns NPA/NXXs to specific Embarq rate centers within the LATA and assigns numbers from those NPA/NXXs to customers physically located outside of that LATA, the other Party's traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a customer physically located outside of such LATA ("V/FX" Traffic) shall be subject to intercarrier compensation in accordance with this Section 55.4, et. seq.</b></i></p> <p><i><b>55.4.1 IntraLATA traffic (i.e., where the physical end points of the call are within the LATA) shall be exchanged as though it were Local Traffic, if the</b></i></p>	<p>The Commission should implement the same kind of compensation approach major ILEC and CLECs have negotiated in the absence of regulatory intervention. This market-based approach compensates the CLEC for handling virtual NXX calls originated by the ILEC, in exchange for the CLEC's commitment to extend its network farther toward the ILEC.</p> <p>Verizon Access (and other CLECs) have negotiated and implemented such region-wide</p>	<p><b><u>55.4 Calls terminated to end users physically located outside the local calling area in which their NPA/NXXs are homed (Virtual NXXs), are not local calls for purposes of intercarrier compensation and access charges shall apply. For Embarq-originated traffic terminated to CLEC's Virtual NXXs, Embarq shall not be obligated to pay reciprocal compensation, including any shared interconnection facility costs, for such traffic</u></b></p>	<p>The physical locations of the calling party and called party, along with established local calling areas, determines call jurisdiction for compensation purposes. Rulings this year from US Courts of Appeals for the First Circuit and the Second Circuit support this position.</p>

KEY:

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			<p><i>originating and terminating NPA/NXXs indicate that the traffic is Local Traffic, and it shall be exchanged as though it were Intralata Toll Traffic if the originating and terminating NPA/NXXs indicate that the traffic is Intralata Toll Traffic.</i></p> <p><i>55.4.2 In each LATA where the Parties have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own or ported telephone numbers and at which each Party delivers its originating traffic to the other Party, the rate for the Call Transport and Call Termination of V/FX Traffic that is ISP-bound Traffic is \$.0007 per minute of use.</i></p> <p><i>55.4.3 In each LATA where the Parties do not</i></p>	<p>agreements with SBC (prior to the January 2005 announcement of SBC's merger with AT&amp;T), with the Verizon ILECs (before the February 2005 announcement of the Verizon/MCI merger), and, most recently, with BellSouth in its states. The Verizon ILECs, likewise, have implemented such intercarrier compensation agreements with AT&amp;T (before its merger with SBC) and with Sprint (before it spun off Embarq).</p>		
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		<p><i>have at least one POI in each of the ILEC Tandem serving areas in which CLEC assigns to its end user customers its own or ported telephone numbers and at which each Party delivers its originating traffic to the other Party, V/FX Traffic that is ISP-bound Traffic shall be exchanged on a bill and keep basis.</i></p> <p><i>55.4.4 In each LATA, V/FX Traffic that is not ISP-bound Traffic shall be exchanged on a bill and keep basis. The Parties hereby agree that, as of the Effective Date, they are exchanging only a de minimis amount of V/FX Traffic that is not ISP-bound Traffic. The Parties further agree that, from time to time, upon written request from either Party, the Parties will review whether the amount of such V/FX</i></p>			
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			<i>Traffic that is not ISP-bound Traffic exchanged between them remains de minimis. If, upon such review, the amount of such V/FX Traffic that is not ISP-bound Traffic is found not to be de minimis, the Parties shall engage in good faith negotiations to amend this Agreement to establish an intercarrier compensation regime for such non-de minimis traffic.</i>			
2	Where Verizon Access is not purchasing UNE loops or resold services from Embarq, should Embarq be permitted to charge Verizon Access a monthly charge for “maintenance and storage” of customers’ basic directory listing information that is	75.2.5	<i>75.2.5 Embarq agrees to include one basic White pages listing for each CLEC customer located within the geographic scope of its White Page directories, at no additional charge to CLEC. A basic White Pages listing is defined as a customer name, address and either the CLEC assigned number for a customer or the number for which number portability is provided, but</i>	No. Embarq seeks to assess an unspecified monthly charge that is based on a rate in an unidentified tariff for a different service. Embarq cannot justify its proposed charge.	<b><u>75.2.5 In order to recover the routine maintenance and storage costs for Directory Listings (which are normally recovered through the monthly recurring charges for UNE Loops or resold services), CLECs that are not purchasing UNE Loops or resold services shall pay a monthly recurring charge equal to the MRC for maintenance and storage of additional directory listings, as reflected in Embarq's Exchange Tariff.</u></b>	Embarq is entitled to charge for services it provides to CLECs.

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	based on Embarq's tariffed rate for maintaining and storing additional directory listings?		<i>not both numbers. Basic White Pages listings of CLEC customers will be interfiled with listings of Embarq and other LEC customers. If CLEC's customers desire specialized listings (e.g., bold font, additional listings), they may contract directly with Embarq or Embarq's directory publisher for such listings.</i>			
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