

March 21, 2013

Ms. Breanne Potter Asst Commission Secretary Public Utilities Commission of Nevada 1150 East William Street Carson City, Nevada 89701-3109

Re: In re Joint Petition of Central Telephone Company dba CenturyLink

and Sprint Communications Company L.P. for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada Pursuant to

Section 252 of the Telecommunications Act of 1996.

Dear Ms. Potter:

Enclosed for filing is a Joint Petition for Approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996 between Central Telephone Company dba CenturyLink ("CenturyLink") and Sprint Communications Company L.P.. CenturyLink and Sprint Communications Company L.P. submit the Amendment for the Commission's approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

Also enclosed is a draft notice, pursuant to NAC 703.162, which is not required to be published in the newspaper per NRS 704.6877. A check in the amount of \$200 is also enclosed to cover the filing fee.

If you have any questions, please contact me at (702) 244-7318. Thank you for your assistance.

Very truly yours,

Linda Stinar

Director Regulatory Affairs

Linda Stein

Enclosures

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

In re Joint Petition of Central Telephone Company d/b/a CenturyLink and Sprint Communications Company L.P. for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada Pursuant to Section 252 of the Telecommunications Act of 1996.

Docket No. 13 -

JOINT PETITION FOR APPROVAL OF THE AMENDMENT TO INTERCONNECTION, COLLOCATION AND RESALE AGREEMENT FOR THE STATE OF NEVADA UNDER SECTIONS 251 AND 252 OF THE TELECOMMUNICATIONS ACT OF 1996

Central Telephone Company d/b/a Sprint d/b/a CenturyLink and Sprint Communications Company L.P. (collectively referred to as the "Parties") hereby petition the Public Utilities Commission (the "Commission") for approval of the Amendment to the Interconnection, Collocation and Resale Agreement for the State of Nevada, attached hereto is the Amendment.

The Parties submit the Amendment for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The Parties request that the Commission approve the Amendment in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such Amendment set forth in Section 252 (e)(2)(A)(i) and Section 252 (e)(2)(A)(ii) of the Act are not applicable to the Amendment. With respect to Section 252(e) (2) of the Act, the Parties assert that the Amendment does not discriminate against any telecommunications carrier not a party to the Amendment. The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

The Parties respectfully request that the Commission expeditiously approve the Amendment consistent with the intent of the Act.

Dated this a day of March, 2013

Sprint Communications Company L.P.

Central Telephone Company d/b/a Sprint d/b/a CenturyLink

Kristin L. Jacobson

Counsel, Regulatory Affairs West Region

Sprint Nextel

201 Mission Street, Suite 1500 San Francisco, CA 94105 Linda C. Stinar

Director Regulatory Affairs 6700 Via Austi Parkway Las Vegas, Nevada 89119

Attachment A

ICC VoIP Amendment to the Interconnection Agreement between Central Telephone Company

and

Sprint Communications Company L.P.

For the state of Nevada

This Amendment ("Amendment") is to the Interconnection Agreement between Central Telephone Company d/b/a CenturyLink (collectively "CenturyLink"), and Sprint Communications Company L.P. ("CLEC") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the State of Nevada, that was approved by the Commission; and

WHEREAS, the Federal Communications Commission in Docket No. 01-92, *In the Matter of Developing a Unified Intercarrier Compensation Regime*, issued an order that affects the Parties rights and obligations with respect to the exchange of VoIP traffic between CLEC providers and LECs in addition to revised call signaling rules effective December 29, 2011 ("FCC Order" or "Order""); and

WHEREAS, as of the date of this Amendment the Parties have a disagreement regarding, and are currently engaged in litigation, currently on appeal, involving the interpretation of the agreement and the compensation applicable to VoIP traffic under the Agreement; however, to bring certainty to VoIP-PSTN compensation in accordance with the FCC Order as of the effective date of the FCC Order, December 29, 2011, and without any prejudice to either Party's rights, obligations or standing in such litigation or the application of the terms and provisions of the Agreement as it existed prior to this Amendment to services rendered prior to this Amendment, the Parties wish to implement the terms adopted in that order; and

WHEREAS, the Parties agree to amend the Agreement in response to the FCC Order with the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms, conditions, and rates as set forth in Attachment 1 attached hereto and incorporated herein by this reference.

Sprint Communications Company, LP /ICC VoIP Amend.-Legacy Embarq (v.05.08.12) - NV

The provisions included in Attachment 1 are intended to supersede and replace the same numbered provisions in the Agreement and be added to the Agreement to the extent that the applicable numbered provision is not currently in the Agreement.

By signature on this Amendment, CLEC has elected to modify existing contract terms in order to implement the applicable provisions of the above mentioned Order.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, pursuant to the Parties Agreement change in law language, the Parties agree to implement the provisions of this Amendment effective as of December 29, 2011.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Reservation of Rights

The Parties disagree about the interpretation and implications of certain aspects of the FCC Order. However, without prejudice to either Party's position concerning the FCC Order, the Parties agree that the exchange of VoIP-PSTN Traffic, charges for such traffic, and call signaling obligations shall be handled in the manner set forth herein for purposes of this Agreement only. Such handling has been formulated based upon numerous factors and considerations, including without limitation, current regulatory uncertainty, resource allocation issues, and other circumstances. Both Parties reserve the right to advocate any position with regard to the matters set forth in this Amendment. The terms, including the definitions, contained in this Agreement shall not be deemed or considered to have any probative value as to the substance of either Party's rights or advocacy positions, nor shall this Agreement be deemed to constitute the acquiescence by either party, or a waiver by either party, to the future treatment of such matters outside the context of this Agreement. Neither Party shall have any affirmative duty to respond to any advocacy by the other Party about the laws applicable to such matters nor be estopped or otherwise precluded from asserting any such rights reserved hereunder at any time hereafter, without any diminishment of such right based upon the passage of time or any course of conduct.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings,

Sprint Communications Company, LP /ICC VoIP Amend.-Legacy Embarg (v.05.08.12) - NV

agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, which may be in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Sprint Communications Company L.P.	Central Telephone Company d/b/a CenturyLink
Paul Schieber Signature C784D4	05E9FC68BD57454 L T Christensen Spocusiappe By: L T Christensen
Paul Schieber Name Printed/Typed	L. T. Christensen Name Printed/Typed
VP Access Strategy & Planning Title	<u>Director – Wholesale Contracts</u> Title
1/13/2013	1/14/2013
Date	Date

Attachment 1 ICC Voice over Internet Protocol (VoIP) Amendment

Notwithstanding anything set forth in the Agreement to the contrary, the following terms and provisions shall govern the intercarrier compensation between the Parties for the exchange of VoIP-PSTN Traffic.

Section 1 – DEFINED TERMS

"VoIP-PSTN Traffic" includes any traffic referred to in the Agreement as "VoIP" or "VoIP Traffic" or "IP Enabled Voice Traffic", and is defined as traffic which is exchanged between a CenturyLink end user and the CLEC end user in Time Division Multiplexing ("TDM") format that originates and/or terminates in Internet Protocol ("IP") format, as determined in the Order, and terminates to a Party's End User Customer.

"Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the CenturyLink local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs, and shall be considered to be "Local Traffic" as such term is used in the Agreement.

"Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in different CenturyLink local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing CenturyLink Tariffs.

Section 54 – LOCAL INTERCONNECTION TRUNK ARRANGEMENT

54.1.4 Local VoIP-PSTN Traffic and Toll VoIP-PSTN Traffic may be exchanged under this Agreement.

Section 55 - INTERCARRIER COMPENSATION

55.6 VoIP-PSTN Traffic

55.6.1 Local VolP-PSTN Traffic

CLEC and CenturyLink will exchange Local VoIP-PSTN Traffic on the same basis and at the same rates as Local Traffic and such Local VoIP-PSTN Traffic will be identified as such by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the

accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party.

55.6.2 Toll VoIP-PSTN Traffic

- CLEC and CenturyLink will exchange Toll VoIP-PSTN Traffic at each Party's rates applicable to Toll VoIP-PSTN Traffic in their respective interstate or intrastate tariffs, and the jurisdiction of such Toll VoIP-PSTN Traffic will be identified as either Local Traffic or non-Local Traffic by using the originating and terminating call detail information of each call unless the Parties specifically agree otherwise. This call jurisdiction method described herein is intended by the Parties as a proxy to determine the jurisdiction of a call (i.e. the actual geographic end points of the call) and the Parties acknowledge that there may be some circumstances where the actual geographic end points of a particular call may be difficult or impossible to determine. At any time during the term of this Agreement, CLEC and CenturyLink may agree on alternate methods to establish call jurisdiction for Toll VolP-PSTN Traffic based on regulatory or technological evolution. The Parties agree that it is in the best interest of both Parties to work together in an effort to continue to improve the accuracy of jurisdictional data and such efforts shall not be unreasonably withheld by either Party. For avoidance of doubt, the Parties agree the references to the tariff rates contained within this Amendment are for purposes of identifying the agreed to rate for the Toll VoIP-PSTN Traffic exchanged under this Agreement and it is not the intent of the parties to incorporate the tariffs, including the tariff terms and conditions, into this Agreement.
- (b) Both Parties will use the Contract Percentage VoIP Usage (Contract-PVU) factor in Table One to determine the amount of intrastate non-Local Traffic exchanged by the Parties that shall be deemed as Toll VoIP-PSTN Traffic. The Parties shall also apply the Contract-PVU factor to any intrastate non-Local Traffic, which transits a CenturyLink Tandem, and the resulting portion of such traffic shall also be exchanged at each Party's rates applicable to Toll VoIP-PSTN Traffic. The Contract-PVU factor may be updated by a further Amendment mutually negotiated by the Parties.
- (c) The Contract-PVU factor shall be the percentage of total terminating intrastate non-Local Traffic which is Toll VoIP-PSTN Traffic, that in the absence of such Contract-PVU, would be billed at intrastate access rates. The Contract-PVU factor shall be based on information such as the number of the CLEC's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information which will be exchanged by the parties. For the avoidance of doubt the Contract-PVU shall apply to the traffic exchanged over the interconnection facilities governed by this agreement and is separate and distinct from the PVU factor that applies to traffic delivered over facilities governed by the tariff.

- (d) The Parties do not agree whether compensation other than the compensation for Entrance Facility, MUX and Direct Trunked Transport is due for the portion of interconnection facilities used for Toll VoIP-PSTN Traffic. The Parties do agree that the portion of interconnection facilities used for Toll VoIP-PSTN Traffic are at a level such that the efforts and costs in applying access rates to the relevant portion of such facilities exceed the value in the amounts that would be paid and therefore the entire facility will be billed pursuant to Exhibit A of the Agreement. In the event that the portion of such traffic used for Toll VoIP-PSTN Traffic increases by more than ten (10) percentage points for any month, either Party may notify the other Party, of its intent to negotiate an amendment to the Agreement for additional compensation for the portion of facilities used for Toll VoIP-PSTN Traffic. The Parties understand and agree that the effective date of any such amendment would be the date of any such request.
- (e) Any factors established by the Parties for the previous sections of 55.6.2 shall be based on the particular characteristics of the traffic exchanged within the State between CLEC and CenturyLink and shall not be subject to adoption by anyone not a Party to this Agreement, or apply to any other service areas.
- Signaling Parameters: CenturyLink and CLEC are required to provide each other 55.9 the proper signaling information (e.g., originating Calling Party Number (CPN), Charge Number (ChN) and destination called party number, etc.) as required by Applicable Rules and further clarified by the FCC Order to enable each Party to issue bills in a complete and timely fashion. All CCS signaling parameters will be provided unchanged including CPN on all calls. All privacy indicators will be honored. Unless the FCC has approved a waiver petition regarding specific technical restrictions, the ChN is to be passed unaltered in SS7 signaling fields where it is different from CPN, and ChN must not be populated with a number associated with an intermediate switch, platform, or gateway, or other number that designates anything other than a calling party's charge Where SS7 connections exist, each Party shall pass all CCS signaling parameters, where available, on each call carried over Interconnection trunks. If either Party fails to provide valid originating information and upon notice from the billing party to the billed party such traffic will be billed as Interstate Switched Access when the calls traverse an interconnection trunk. The Parties will coordinate and exchange data as necessary to determine the cause of the CPN/ChN failure and to assist its correction. The parties will make appropriate billing adjustments to correct for instances when Local Traffic was charged the Interstate Switched Access rate pursuant to this Section if (i) the cause of the CPN/ChN failure has been excused pursuant to an approved FCC waiver petition or (ii) the Parties, have mutually agreed that the traffic should have been billed as Local Traffic but for the inadvertent CPN/ChN failure. If the parties cannot reach mutual agreement on the billing adjustment, the matter will be subject to the dispute resolution provisions in the Agreement. A Party may not seek a billing adjustment under this section after one hundred twenty (120) days have elapsed from the notice date.

Table One

MRC	NRC			
		Toll VolP-PSTN Traffic	MRC	NRC
		Toll VoIP-PSTN Traffic	CenturyLink's Interstate Access Tariff	
		VOIP Percent of Intrastate Non- Local Usage (Contract-PVU)	100%	

PUBLIC UTILITIES COMMISSION OF NEVADA DRAFT NOTICE

(Per NRS 704.6877, this notice is not required to be published in the newspaper)

Pursuant to Nevada Administrative Code ("NAC") 703.162, the Commission requires that a draft notice be included with all applications, tariff filings, complaints and petitions. Please complete and include **ONE COPY** of this form with your filing. (Completion of this form may require the use of more than one page.)

A title that generally describes the relief requested (see NAC 703.160(4)(a)):

Joint Petition for approval of the Amendment to the Interconnection, Collocation and Resale Agreement between Central Telephone Company d/b/a CenturyLink and Sprint Communications Company L.P. for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996.

The name of the applicant, complainant, petitioner or the name of the agent for the applicant, complainant or petitioner (see NAC 703.160(4)(b)):

Central Telephone Company d/b/a CenturyLink and Sprint Communications Company L.P.

A brief description of the purpose of the filing or proceeding, including, without limitation, a clear and concise introductory statement that summarizes the relief requested or the type of proceeding scheduled AND the effect of the relief or proceeding upon consumers (see NAC 703.160(4)(c)):

Central Telephone Company d/b/a CenturyLink and Sprint Communications Company L.P. submit an Amendment to the Interconnection, Collocation and Resale Agreement for approval in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996 (the "Act"). The implementation of the Amendment is consistent with the public interest, convenience, and necessity. The Amendment does not violate any requirement of the Commission.

A statement indicating whether a consumer session is required to be held pursuant to Nevada Revised Statute ("NRS") 704.069(1)1:

No consumer session is required to be held.

If the draft notice pertains to a tariff filing, please include the tariff number AND the section number(s) or schedule number(s) being revised.

Not applicable.

¹ NRS 704.069 states in pertinent part:

^{1.} The Commission shall conduct a consumer session to solicit comments from the public in any matter pending before the Commission pursuant to NRS 704.061 to 704.110 inclusive, in which:

⁽a) A public utility has filed a general rate application, an application to recover the increased cost of purchased fuel, purchased power, or natural gas purchased for resale or an application to clear its deferred accounts; and (b) The changes proposed in the application will result in an increase in annual gross operating revenue, as certified by the applicant, in an amount that will exceed \$50,000 or 10 percent of the applicant's annual gross operating revenue, whichever is less.

CERTIFICATE OF SERVICE

I hereby certify that I have on this 21st day of March 2013, served a copy of the Certificate of Service for the *Joint Petition for Approval of the Amendment to Interconnection, Collocation and Resale Agreement* for the State of Nevada under Sections 251 and 252 of the Telecommunications Act of 1996, between Central Telephone Company d/b/a CenturyLink and Sprint Communications Company, L.P. upon all parties:

Via Hand Delivery:

Ms. Breanne Potter (original) Asst Commission Secretary Public Utilities Commission of Nevada 9075 West Diablo Drive Suite 250 Las Vegas, Nevada 89148

I hereby certify that I have this day served the foregoing documents upon the following parties by either postage pre-paid U.S. Mail or electronic mail to:

Sprint Communications Company L.P. Kristin L. Jacobson, Counsel Regulatory Affairs West Region 201 Mission Street, Suite 1500 San Francisco, CA 94105 Bureau of Consumer Protection Eric Witkoski 555 E. Washington St., Suite 3900 Las Vegas, NV 89101 bcpserv@ag.nv.gov

I hereby certify that I have this day served Document Available Notice by electronic transmission or postage pre-paid U.S. Mail to an acceptable location to the list established pursuant to NAC 703.296:

Janice Ono, Randy Brown AT&T Nevada 645 East Plumb, Room C144 Reno, NV 89520

janice.ono@att.com randy.brown@att.com

Harold Oster Rio Virgin d/b/a Reliance Connects 61 W. Mesquite Blvd.

Mesquite, NV 89027 osterh@cuaccess.net

Mark DiNunzio Cox Nevada Telecom, LLC 1515 W. Deer Valley Rd. Phoenix, AZ 85027 mark.dinunzio@cox.com

Commercial Telephone Exchange, Inc. P.O. Box 11527

Reno, NV 89510

Charlie Born Pam Pittenger

Frontier Communications

P.O. Box 340

Elk Grove, CA 95759 charlie.born@ftr.com pam.pittenger@ftr.com

Marilyn Ash

Mpower Comm. Corp d/b/a

US Telepacific 620 3rd St.

San Francisco, CA 94107 ashm@telepacific.com

Margaret Tobias Tobias Law Office 460 Pennsylvania Ave San Francisco, CA 94107 marg@tobiaslo.com

Public Utilities Commission of Nevada

pucn.sc@puc.nv.gov

I hereby certify the foregoing documents are being made available for inspection at website Internet address: http://puc.nv.gov/ and http://www.centurylink.com/wholesale/clec_nv.html.

The foregoing documents are available in electronic format or paper format by sending a request to:

Paper: Linda Stinar

CenturyLink

6700 Via Austi Pkwy

Las Vegas, Nevada 891119

Electronic: linda.c.stinar@centurylink.com

Linda Stinar, an employee of Central Telephone

Company dba CenturyLink

Linda Stein

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Petition of Central Telephone Company d/b/a)	
CenturyLink and Sprint Communications Company)	
L.P. for approval of an Amendment to their)	
Interconnection, Collocation, and Resale Agreement)	Docket No. 13-03025
pursuant to Section 252 of the Telecommunications)	
Act of 1996.)	
)	

NOTICE OF JOINT PETITION FOR APPROVAL OF AN AMENDMENT TO AN INTERCONNECTION, COLLOCATION, AND RESALE AGREEMENT BETWEEN TELECOMMUNICATION CARRIERS UNDER SECTION 252 OF THE TELECOMMUNICATIONS ACT AND NOTICE OF PENDENCY OF HEARING

Central Telephone Company d/b/a CenturyLink and Sprint Communications Company L.P. (collectively, "Joint Petitioners") filed a Joint Petition with the Public Utilities Commission of Nevada ("Commission"), designated as Docket No. 13-03025, for approval of an Amendment to their Interconnection, Collocation, and Resale Agreement pursuant to Section 252 of the Telecommunications Act of 1996.

This Notice serves only to notify the public that the Commission has received the above-referenced filing. It is the responsibility of interested persons to review the filing and monitor the proceedings to determine their desired levels of involvement based on how this matter may affect their unique situations. The details provided within this Notice are for informational purposes only and are not meant to be an all-inclusive overview of the filing.

Interested and affected persons may obtain a copy of the Joint Petition from the Commission and may file comments pertaining to the Joint Petition at either of the Commission's offices on or before TUESDAY, APRIL 23, 2013. Any comments must be simultaneously served on the Commission, the parties to the Agreement, the Regulatory

document review and approval bouting			
DRAFTED BY: MFT			
FINAL DRAFT ON 3 18 15 AT 2 8 30	PM		
reviewed & approved by:	DATE		
ADMIN/ASST. ()			
COMM/CCUNSEL GC W	3 [28][3		
SECRETARY / ASST. SEC.			
OTHER ()			

Docket No. 13-03025 Page 2

Operations Staff of the Commission, and the Nevada Attorney General's Bureau of Consumer Protection. In response to the comments filed on or before TUESDAY, APRIL 23, 2013, the Joint Petitioners may file reply comments and legal arguments on or before WEDNESDAY, MAY 8, 2013.

The Commission has jurisdiction over this matter and legal authority to conduct proceedings pursuant to the Nevada Revised Statutes ("NRS") and the Nevada Administrative Code ("NAC"), Chapters 703 and 704, including but not limited to NRS 704.040 and 704.120, NAC 703.290, and 47 United States Code ("U.S.C.") §252(e).

NOTICE IS HEREBY GIVEN that a public HEARING in the above matter will be held as follows:

FRIDAY, MAY 10, 2013 2:00 P.M. Hearing Room B Public Utilities Commission of Nevada 9075 West Diablo Drive, Suite 250 Las Vegas, NV 89148

Pursuant to NRS 703.320, if the Commission does not receive any adverse comments regarding the Joint Petition or a request for a hearing by TUESDAY, APRIL 23, 2013, the hearing will be cancelled.

Pursuant to 47 U.S.C. §252(e) and NRS 704.120, the Commission will receive evidence pertaining to the issues raised by filed comments and any responses by Joint Petitioners regarding any dispute over the terms and conditions of the Agreement.

Pursuant to 47 U.S.C. §252(e)(2)(A), the Commission may only reject a negotiated agreement, or any portion thereof, if it finds that (i) the agreement discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement is not consistent with the public interest, convenience, and necessity.

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At the hearing, the Commission may also consider issues related to the provisions of 47 U.S.C. §251 and 252 and Chapters 703 and 704 of the NRS and NAC, may discuss public comments, and may make decisions on the procedural issues raised at the hearing.

In accordance with NRS 704.6877 and NAC 703.290, this Joint Petition is available at the Commission's website at: http://puc.nv.gov.

By the Commission,

BREANNE POTTER,

Assistant Commission Secretary

Dated: Carson City, Nevada

3-29-13

(SEAL)