

Exhibit No:
Issue: Negotiation History
Witness: Lynn Allen-Flood
Type of Exhibit: Direct Testimony
Sponsoring Party: Southwestern Bell Telephone
Company, d/b/a/ AT&T Missouri
Case No: CO-2009-0239

SOUTHWESTERN BELL TELEPHONE COMPANY,
D/B/A AT&T MISSOURI

CASE NO. CO-2009-0239

DIRECT TESTIMONY

OF

LYNN ALLEN-FLOOD

Atlanta, Georgia
February 4, 2009

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

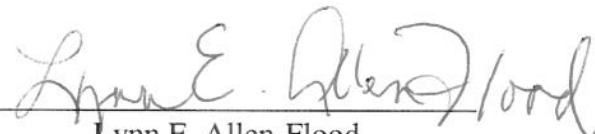
Verified Petition of Sprint Communications Company,)
L.P., Sprint Spectrum, L.P., and Nextel West Corp. For) Case No. CO-2009-0239
Arbitration of Interconnection Agreements with)
Southwestern Bell Telephone Company d/b/a AT&T)
Missouri.

AFFIDAVIT OF LYNN E. ALLEN-FLOOD

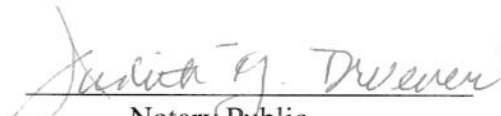
STATE OF GEORGIA)
) SS
CITY OF ATLANTA)

I, Lynn E. Allen-Flood, of lawful age, being duly sworn, depose and state:

1. My name is Lynn E. Allen-Flood. I am presently Lead Interconnection Agreements Manager
2. Attached hereto and made a part hereof for all purposes is my direct testimony.
3. I hereby swear and affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief.


Lynn E. Allen-Flood

Subscribed and sworn to before this 4th day of February, 2009


Notary Public



My Commission Expires: _____

Notary Public, Fayette County, Georgia
My Commission Expires Nov 18, 2012

I.
INTRODUCTION

Q. PLEASE STATE YOUR NAME, JOB TITLE AND BUSINESS ADDRESS.

A. My name is Lynn Allen-Flood. I am employed by AT&T, Inc. as Lead Interconnection Agreements Manager and my business address is 675 West Peachtree Street, Room 34S91, Atlanta, Georgia 30375.

Q. WHAT ARE YOUR RESPONSIBILITIES WITH AT&T?

A. I am responsible for negotiating interconnection agreements with Competitive Local Exchange Carriers (CLECs) across the 22 AT&T Incumbent Local Exchange Carrier (ILEC) states, including Missouri.

Q. PLEASE SUMMARIZE YOUR EDUCATION AND EMPLOYMENT HISTORY.

A. I received my Bachelor of Science in Business Administration with a major in Management from Georgia State University. I began my employment with Southern Bell, Inc. in 1975. Southern Bell, Inc. became part of BellSouth Telecommunications, Inc. and is now part of AT&T Inc. I have held positions in several departments including Tariff Manager, Pricing Manager and Product Manager for Operator Services. In 2000 I was assigned to negotiate interconnection agreements between CLECs and BellSouth Telecommunications, Inc.

1 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

2 A. The purpose of my testimony is to show that Sprint¹ and AT&T did not engage in
3 negotiations under Section 252 of the Telecommunications Act of 1996 concerning
4 Sprint's request to extend its existing Missouri interconnection agreements (ICAs) under
5 Merger Commitment 7.4. Sprint and AT&T did engage in extensive negotiations for *new*
6 *ICAs* under Section 252, and I briefly describe those negotiations in order to provide
7 context, but Sprint's request under the merger commitment and AT&T's response to that
8 request, were not part of those negotiations.

9
10 **Q. ARE YOU TESTIFYING ABOUT THE APPROPRIATE APPLICATION OF THE**
11 **AT&T/BELLSOUTH MERGER COMMITMENTS OR OTHER AT&T POLICY**
12 **MATTERS?**

13 A. No. I am only testifying about my factual knowledge of AT&T's dealings with Sprint.
14 Scott McPhee will be providing testimony on behalf of AT&T Missouri as to the
15 appropriate application of the AT&T/BellSouth merger commitments and other policy
16 matters.

17
18 **Q. WHAT WAS YOUR INVOLVEMENT IN AT&T'S DEALINGS WITH SPRINT**
19 **CONCERNING MISSOURI ICAS?**

20 A. I was the point person and lead negotiator for Sprint's port request and negotiations for a
21 successor ICA under Section 252 in Missouri. In that role I was the primary conduit for

¹ When I use the term "Sprint," I am referring collectively to the three Sprint entities that filed the arbitration petition: Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp.

1 questions and exchange of correspondence and redlines with Fred Broughton, Sprint's
2 lead negotiator.

3
4 **Q. EXACTLY HOW DID SECTION 252 NEGOTIATIONS FOR MISSOURI**
5 **BEGIN?**

6 A. Sprint requested Section 252 negotiations for Missouri by letter dated June 30, 2008.
7 (See Exhibit 3 to Sprint's Petition for Arbitration.) In its request, Sprint asked that its
8 Kentucky ICA, which had been the subject of the porting request that Sprint abandoned,
9 be used as the base for negotiations.

10
11 **Q. HAD THE PARTIES PREVIOUSLY BEEN WORKING ON CONFORMING THE**
12 **KENTUCKY ICA FOR USE IN MISSOURI?**

13 A. Yes. Sprint had asked to port its Kentucky ICA to AT&T's 13-state region, including
14 Missouri, pursuant to Merger Commitment 7.1, in November, 2007. In February 2008,
15 AT&T provided to Sprint the Kentucky ICA redlined with the necessary changes for
16 AT&T's 13-state region, including Missouri, to make it compliant with the Merger
17 Commitment. Once Sprint received this redlined ICA, the parties began meeting
18 approximately twice each week to discuss the redlined changes with the goal of reaching
19 agreement and executing a 13-state interconnection agreement pursuant to Merger
20 Commitment 7.1.

21
22 **Q. WHEN SPRINT REQUESTED SECTION 252 NEGOTIATIONS ON JUNE 30,**
23 **2008, DID AT&T MISSOURI ACCEPT THAT REQUEST?**

1 A. Yes. AT&T agreed to Sprint's request for Section 252 negotiations in a letter to Sprint
2 dated July 16, 2008. (See Exhibit 4 to Sprint's Petition for Arbitration.) AT&T indicated
3 in that letter that AT&T preferred to use the AT&T generic template as the starting point
4 in the Section 252 negotiations, rather than to use the Kentucky ICA as the starting point,
5 as Sprint had proposed.

6
7 **Q. DID SPRINT ACCEPT AT&T MISSOURI'S SUGGESTION TO USE THE AT&T**
8 **GENERIC TEMPLATE?**

9 A. No. In an August 18, 2008 letter to AT&T, Sprint insisted that the parties continue
10 discussions based on the Kentucky ICA. (See Exhibit 5 to Sprint's Petition for
11 Arbitration.)

12
13 **Q. DID AT&T MISSOURI AGREE TO USE THE REDLINED KENTUCKY**
14 **AGREEMENT AS THE BASIS FOR NEGOTIATIONS IN MISSOURI?**

15 A. Yes. (See Exhibit 6 to Sprint's Petition for Arbitration.)

16
17 **Q. PLEASE DESCRIBE THE PARTIES' NEGOTIATIONS UNDER SECTION 252.**

18 A. As I stated earlier, the parties had already been meeting approximately twice each week,
19 starting in February 2008, to discuss the redline of the Kentucky ICA that AT&T
20 prepared in response to Sprint's request to port that ICA pursuant to Merger Commitment
21 7.1. After Sprint initiated Section 252 negotiations in Missouri, the parties continued to
22 meet about twice each week to resolve issues with the goal of an executable contract for
23 all the states into which Sprint originally requested to port the Kentucky ICA pursuant to

1 Merger Commitment 7.1, including Missouri. The negotiation meetings were held
2 between Mr. Fred Broughton, Sprint's lead negotiator, and myself. On many occasions,
3 subject matter experts from the two companies attended the sessions to address
4 operational processes and technical issues related to the specific language under
5 discussion. Further, each company's negotiator met with his or her internal subject
6 matter experts, outside of the joint negotiation meetings, to obtain additional information
7 on processes, gain approval on language or find that further information was necessary in
8 order to move the negotiations forward. Both parties spent a great deal of time
9 negotiating language.

10
11 **Q. DID AT&T MISSOURI AND SPRINT REACH AGREEMENT ON**
12 **REPLACEMENT AGREEMENTS FOR MISSOURI?**

13 A. No. However, the parties did resolve a great number of issues up to the point on
14 December 5, 2008 when Sprint filed its arbitration petition raising its request to extend
15 the existing ICAs as its sole arbitration issue.

16
17 **Q. HOW DID THE PARTIES KEEP TRACK OF THE SUBSTANTIVE ISSUES**
18 **THAT WERE BEING NEGOTIATED?**

19 A. The parties' standard practice was to exchange redlines with written acknowledgements
20 by both parties as to the status of that particular portion of the ICA, either open or closed,
21 and if still open, documenting which issues still remained. Mr. McPhee has provided, as
22 an example, a copy of the redlined General Terms and Conditions (GT&C) from those

1 negotiations, which, among other open issues, contains an open issue related to the term
2 of the new ICA the parties were negotiating under Section 252.

3
4 **Q. WHEN DID THE PARTIES' LAST NEGOTIATIONS OCCUR?**

5 A. The parties met on November 11, 2008, November 13, 2008, November 21, 2008 and
6 December 2, 2008 prior to Sprint's arbitration filing. In the November 11th and
7 November 21st meetings, Mr. Broughton brought up Sprint's interest in extending the
8 existing ICAs in Missouri under Merger Commitment 7.4 rather than arriving at new
9 successor agreements that we had been negotiating. Shortly thereafter, Sprint by letter
10 dated November 21, 2008 notified AT&T Missouri that it elected to utilize Merger
11 Commitment 7.4 to extend the Missouri Interconnection Agreements. (See Exhibit 7 to
12 Sprint's Petition for Arbitration.)

13
14 **Q. WERE THERE OPEN ISSUES IN THE SECTION 252 NEGOTIATIONS**
15 **REMAINING AT THAT TIME?**

16 A. Yes. The parties have a number of issues that remain open in two attachments of the
17 ICA: GT&Cs and Attachment 3–Interconnection; most of the open items are in the latter.

18
19 **Q. HAS SPRINT SOUGHT ARBITRATION ON ANY OF THESE OPEN ISSUES?**

20 A. No. AT&T received Sprint's November 21, 2008 letter abandoning the parties' Section
21 252 negotiations and notifying AT&T Missouri of Sprint's election to extend its current
22 ICAs under Merger Commitment 7.4.

1 **Q. DID AT&T MISSOURI NEGOTIATE WITH SPRINT CONCERNING SPRINT’S**
2 **REQUEST TO EXTEND THE CURRENT ICAS PURSUANT TO MERGER**
3 **COMMITMENT 7.4?**

4 A. No. AT&T did not negotiate with Sprint concerning Sprint's extension request. Sprint's
5 extension request pertained to its existing agreement. It could not apply to the agreement
6 the parties had been focusing on since Sprint initiated Section 252 negotiations (for
7 which Sprint had insisted on using the redlined port agreement as the starting point and
8 AT&T subsequently accepted). An extension to the existing agreement, on the other
9 hand, would be implemented via a simple amendment, which was never exchanged or
10 discussed. And if Sprint were to ask to include its extension request in our negotiations
11 under Section 252, I would indicate that while AT&T would certainly be willing to hear
12 and respond to Sprint’s request, any such discussion relative to amending an existing
13 agreement would not be part of our negotiations for a new agreement under Section 252.

15 **Q. ARE YOU SAYING THAT YOU NEVER HAD ANY COMMUNICATION WITH**
16 **SPRINT ABOUT ITS REQUEST UNDER MERGER COMMITMENT 7.4?**

17 A. No, that is not what I am saying. As I stated, Fred Broughton brought up Sprint’s interest
18 in an extension in our regularly scheduled negotiation meeting on November 11, 2008. I
19 certainly did not understand that subject to be part of the actual negotiations, but I did tell
20 Mr. Broughton that it was my understanding that AT&T’s current policy would not allow
21 for extensions unless the ICA had not yet expired and Sprint’s agreements had all
22 expired.

1 AT&T received Sprint's formal notification on November 24, 2008. In the parties' next
2 scheduled negotiation meeting on December 2, 2008 after the Thanksgiving holidays, Mr.
3 Broughton related that Sprint had sent its extension request to AT&T and I confirmed
4 that AT&T had received the request. Again, there was no negotiation concerning the
5 extension request, and I did not regard our brief exchange on the subject as part of our
6 Section 252 negotiations.

7
8 **Q. DID AT&T RESPOND TO SPRINT'S NOVEMBER 21, 2008 NOTIFICATION TO**
9 **EXTEND ITS CURRENT ICAS UNDER MERGER COMMITMENT 7.4?**

10 A. Yes. AT&T sent a written response to Sprint on December 5, 2008 via overnight mail.

11
12 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

13 A. Yes.