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Data Center
Missouri Public
Service Commission
Exhibit No. ___

Exhibit No. ____ Sprint Nextel Direct Testimony of Mark G. Felton Case No. CO-2009-0239 February 4, 2009

BEFORE THE

MISSOURI PUBLIC SERVICE COMMISSION

VERIFIED PETITION OF SPRINT	/)	
COMMUNICATION COMPANY L.P.,)	
SPRINT SPECTRUM L.P., AND NEXTEL)	
WEST CORP. FOR ARBITRATION OF)	Case No. CO-2009-0239
INTERCONNECTION AGREEMENTS)	_
WITH SOUTHWESTERN BELL)	
TELEPHONE COMPANY D/B/A AT&T)	
MISSOURI)	

DIRECT TESTIMONY OF MARK G. FELTON FEBRUARY 4, 2009

Sprint Exhibit No.

Case No(s). CO-Z009-0237

Date 2-25-69 Rptr pf

		1 corumy 4, 2007
1	I.	INTRODUCTION
2	Q.	Please state your name, business address, employer and current position.
3	A .	My name is Mark G. Felton. My business address is 6330 Sprint Parkway,
4		Overland Park, KS 66251. I am employed as a Contracts Negotiator III in the
5		Access Strategy group of Sprint United Management, the management subsidiary
6		of Sprint Nextel Corporation ("Sprint Nextel").
7	Q.	On whose behalf are you testifying?
8	A.	I am testifying on behalf of Sprint Communications Company L.P., Sprint
9		Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") and Nextel West Corp.
10		("Nextel"). Sprint PCS and Nextel are commercial mobile radio service
11		("CMRS") providers licensed by the Federal Communications Commission
12		("FCC") to provide wireless services in Missouri. Sprint Communications
13		Company L.P. is registered as a CLEC in Missouri. I refer to Sprint
14		Communications Company L.P., Sprint PCS and Nextel collectively in my
15		testimony as "Sprint".
16	Q.	Please describe your educational and business experience.
17	A.	I graduated from the University of North Carolina at Wilmington in 1988 with a
18		B.S. degree in Economics. I received a Masters degree in Business
19		Administration from East Carolina University in 1992. I began my career as a
20		Management Intern with Carolina Telephone, a subsidiary of Sprint (or of its
21		predecessor parent), in 1988 and have held positions of increasing responsibility

since that time.

In June, 1999 I assumed responsibility for negotiations and implementation of Sprint's interconnection agreements ("ICAs") with various telecommunications carriers, including legacy BellSouth. Also, I have been engaged in Sprint's efforts to implement the interconnection-related merger commitments made by AT&T and BellSouth further described below.

While I am not an attorney, throughout the performance of my interconnection-related responsibilities from 1999 through the present, I have been required to understand and implement on a day-to-day basis a carrier's rights and obligations under the Act, the FCC rules implementing the Act, and federal and state authorities regarding the Act and FCC rules.

11 Q. Before what state regulatory agencies have you provided testimony?

12 A. I have testified before the regulatory agencies in Alabama, Florida, Georgia,
13 Illinois, Indiana, Kentucky, Louisiana, North Carolina, Pennsylvania, and South
14 Carolina on interconnection-related matters.

15 Q. What is the purpose of your testimony?

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The purpose of my testimony is to provide input and background to the Commission supporting Sprint's Verified Petition for Arbitration of the single issue of whether AT&T Missouri can deny Sprint's request to extend the parties' current ICAs for three years from November 21, 2008 pursuant to Merger Condition No. 4 as approved by the FCC in the merger of AT&T, Inc. and BellSouth Corporation (collectively "AT&T/BellSouth"). Throughout my testimony, I refer to the merger commitments individually as a "Merger

1 Commitment" and collectively as the "Merger Commitments". Sprint filed its 2 Verified Petition for Arbitration on December 5, 2008. Specifically, I will explain 3 the current status of the parties' existing ICAs, the basis upon which Sprint 4 requested AT&T Missouri to extend the parties' current ICAs for three full years 5 from November 21, 2008 pursuant to Merger Condition No. 4, and Sprint's 6 positions in light of AT&T Missouri's refusal to honor Sprint's request. 7 Q. Have you reviewed Sprint's Verified Petition for Arbitration and 8 accompanying exhibits filed on December 5, 2008? 9 Yes. I have reviewed the Verified Petition for Arbitration filed on December 5, 10 2008. I have read the allegations therein and agree with them. I also have 11 reviewed the exhibits attached to the Verified Petition for Arbitration and believe 12 they are true and accurate to the best of my knowledge. I have also reviewed 13 correspondence regarding Sprint's request to extend its current ICAs and AT&T's 14 response to that request. Finally, I have reviewed AT&T's Motion to Dismiss and 15 the subsequent pleadings. 16 17 II. STATUS OF THE MISSOURI ICAS Are there currently effective ICAs between Sprint and AT&T Missouri? 18 Q. Yes. Sprint's Verified Petition for Arbitration identifies in paragraph 29 the 19 A. current functioning interconnection agreements between the Sprint entities and 20 They are: (1) Agreement for Interconnection Between Sprint AT&T Missouri. 22 Spectrum L.P. and SBC Missouri, as amended, originally approved by

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1 Commission Order in Case No. TK-2004-0180; amended by tracking number 2 filings VT-2005-0041 and VT-2005-0042, Exhibit 8 to Verified Petition (2); 3 Agreement for Reciprocal Compensation and Interconnection between Nextel West Corp. and Southwestern Bell Telephone, as amended, approved by 5 Commission Order in Case No. TO-99-149, Amendment approved in Case No. 6 TK-2005-309; Exhibit 9 to Verified Petition; and (3) Interconnection Agreement 7 between SBC Missouri and Sprint Communications Company L.P., approved by 8 Commission Order in Case No. TK-2006-0044. Exhibit 10 to Verified Petition 9 for Arbitration. 10 0. Did Sprint seek to replace these current agreements? 11 Α. Yes. Sprint initially notified AT&T Missouri of its desire to port the Sprint – 12 BellSouth ICA from Kentucky into Missouri pursuant to Merger Commitment 13 7.4. AT&T Missouri denied Sprint's request and Sprint filed a complaint with the 14 Commission on November 28, 2007. `15 Q. Did the Commission rule on Sprint's complaint? 16 A. Yes. AT&T filed a Motion to Dismiss on April 14, 2008 arguing that Sprint's 17 request falls outside the Commission's jurisdiction granted under the Telecom 18 Act. The Commission dismissed Sprint's Complaint as beyond the Commission's 19 jurisdiction since it did not ask the Commission to arbitrate open interconnection 20 issues, approve or reject an interconnection agreement, or enforce an existing

1		Interconnection Agreement. Commissioners Clayton and Gunn filed a dissenting
2		opinion stating that the "FCC and this Commission have concurrent authority over
3		the interconnection agreement at issue, and the Commission should have asserted
4		its jurisdiction in this case rather than deferring all authority to the FCC."2
5	Q.	Did Sprint agree with the Commission's determination?
6	A.	No. In fact, Sprint filed an Application For Rehearing on July 1, 2008. The
7		Commission denied Sprint's Application For Rehearing on August 7, 2008.
8	Q.	What happened next?
9	A.	About the same time as Sprint filed its Application for Rehearing with the
10		Commission, Sprint sent a request for negotiations of its ICAs pursuant to
11		sections 251 and 252 of the Act to AT&T. ³ Based upon the Commission's Order,
12		the only way Sprint could avail itself of the Merger Commitments was via a
13		251/252 arbitration proceeding.
14	Q.	Did Sprint initially seek to extend its existing ICAs?
15	Â.	No. At that time, Sprint intended to port the Kentucky ICA into Missouri.
16	Q.	Why is Sprint now seeking to extend its current Missouri ICAs instead of
17		porting the Kentucky ICA into Missouri?
18	A.	After further consideration, Sprint believed that a simple extension of its current
19		ICAs in Missouri pursuant to Merger Commitment 7.4 was a more

Case No. TC-2008-0182, Order Granting Motion to Dismiss, p. 6.
 Case No. TC-2008-0182, Dissenting Opinion of Commissioners Kevin D. Gunn and Robert M. Clayton, p. 1.

Sprint Verified Petition for Arbitration, Exhibit 3.

straightforward and less controversial option and mistakenly believed that AT&T would process the request without opposition because, as discussed later in my testimony, Merger Commitment is 7.4 is abundantly clear. In making the decision to extend its existing ICAs in Missouri rather than continuing to seek to port the Kentucky ICA, Sprint analyzed the considerable disagreements Sprint still had with AT&T regarding the substantive changes AT&T made to the Kentucky ICA presented in other states. AT&T's significant changes have led to contentious and expensive regulatory litigation in states like Illinois, Indiana, Wisconsin and Oklahoma regarding Merger Commitment 7.1's requirement to port entire effective interconnection agreements from one AT&T state to another subject to certain limitations. Additionally, the term of the Kentucky ICA is set to expire on December 28, 2009. When coupled with the numerous changes to the Kentucky ICA proposed by AT&T, Sprint saw no benefit in continuing to pursue the process of porting the Kentucky ICA into Missouri.

15 Q. Are Sprint's ICAs with AT&T Missouri still effective?

16 A. Yes. Sprint and AT&T continue to operate under the current ICAs without interruption.

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19 III. THE AT&T/BELLSOUTH MERGER AND MERGER COMMITMENTS

20 Q. What happened on December 29, 2006?

21 A. On December 29, 2006, the FCC approved the AT&T/BellSouth merger subject
22 to certain voluntary merger commitments ("Merger Commitments") which were

1		set forth in a letter from AT&T, Inc.'s Senior Vice President – Federal
2		Regulatory, Robert W. Quinn, Jr., that was filed with the FCC on December 28,
3		2006. Following the FCC's approval on December 29, 2006, the AT&T/BellSouth
4		merger closed the same day, making December 29, 2006 the "Merger Closing
5		Date".
6		The Merger Commitments can also be found in the FCC's March 26, 2007 formal
7		Order authorizing the AT&T/BellSouth merger, which incorporated the
8		AT&T/BellSouth offered Merger Commitments. ⁴ As an express condition of its
9	,	merger authorization, the FCC Ordered that "AT&T and BellSouth shall comply
10		with the conditions [i.e., the 'Merger Conditions'] set forth in Appendix F" of the
11		FCC Order. ⁵ A copy of the Table of Contents and Appendix F to the FCC Order is
12		attached as Exhibit 2 to Sprint's Verified Petition for Arbitration.
13	Q.	Which Merger Commitment is Sprint concerned about in this docket?
14	A.	The Merger Commitment identified as "Reducing Transaction Costs Associated
15		with Interconnection Agreements" paragraph No. 4, which expressly provides:
16 17 18 19 20 21 22		The AT&T/BellSouth ILECs shall permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period up to three years, subject to amendment to reflect prior and future changes of law. During this period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's 'default' provisions'.
23 24		FCC Order at p. 150, APPENDIX F (emphasis added).

⁴ In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) ("FCC Order").
⁵ FCC Order, Ordering Clause ¶227 at page 112.

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- Q. Have you had prior experience in working with AT&T regarding the
 application of the Merger Commitments?
 A. Yes. Sprint had a similar issue with AT&T regarding the extension of its current
 ICA in the legacy-BellSouth region. AT&T argued that Sprint was not entitled to
 extend its ICA because the fixed term had expired and the ICA was in a month-to month (or "evergreen" status). Sprint took issue with AT&T's narrow
 interpretation of the Merger Commitment and was forced to file for arbitration in
- each of the 9 legacy-BellSouth states because AT&T denied Sprint's request to
 extend its current ICAs. After the Kentucky Commission ruled that AT&T's
- position was inconsistent with the merger commitment directive, AT&T issued an

Accessible Letter⁶ altering its position on extending ICA's terms under Merger

- Commitment 7.4.
- 14 Q. How did AT&T alter its position on the extension of ICAs under Merger
- 15 Commitment 7.4?
- A. AT&T partially acquiesced to Sprint's position and permitted ICAs expiring prior to January 15, 2008 to be extended for three years from the date of the request as long as the request was made by January 15, 2008. If no request was made prior to January 15, 2008, under AT&T's view (which Sprint disagrees with), the ICA's term may not be extended pursuant to the Merger Commitments.
- 21 Q. Is the January 15, 2008 date found anywhere in the Merger Commitments?

⁶ Sprint Verified Petition for Arbitration, Exhibit 11.

1	A.	No. Sprint has no knowledge regarding where the January 15, 2008 date came
2		from or how it was determined. It appears to be an arbitrary date created to limit
3		AT&T's exposure under the Merger Commitments.
4 5	IV.	SPRINT'S POSITION
6	Q.	What is Sprint's position regarding whether it is entitled to extend its current
7		ICA?
8	A.	As demonstrated previously, AT&T agreed in Merger Commitment 7.4 to permit
9		a requesting carrier "to extend its current interconnection agreement, regardless of
10		whether its initial term has expired, for a period up to three years, subject to
11		amendment to reflect prior and future changes of law". There is no exception in
12		this Merger Commitment that would prohibit Sprint from exercising its right to
13		extend its current ICAs with AT&T.
14	Q.	Have the ICAs been amended to account for prior changes in law?
15	A.	Yes. Amendments have already been made to the Sprint Spectrum and Nextel
16	1.4	West wireless agreements to account for changes of law. Verified Petition for
17		Arbitration, ¶29. Therefore, a simple amendment extending the term by three
18		years is all that is needed to effectuate Sprint's request.
19	Q.	On what date should the 3-year extension of the parties' existing ICAs
20		commence?
21	A.	Sprint's position is that the extension of its ICAs pursuant to merger Commitment
22		7.4 should commence as of the date of the requesting carriers request, or in
23		Sprint's case November 21, 2008, making the expiration date of the ICAs

1		November 21, 2011.
2	V.	AT&T'S POSITION
3	Q.	How did AT&T respond to Sprint's requests to extend its current ICAs?
4	A.	In a letter dated December 5, 2008, AT&T responded that since Sprint did not
5		submit its request to extend prior to the January 15, 2008 deadline, the Sprint
6		ICAs are not eligible for extension under the Merger Commitment. ⁷
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8	Q.	What is AT&T's position regarding Sprint's request to extend the current
9		ICAs?
10	A.	Based on its November 16, 2007 Accessible Letter ("CLEC accessible letter"),8
11		AT&T apparently believes the window for Sprint to extend its current ICAs has
12		passed because the initial terms of the Sprint's ICAs have expired and Sprint did
13		not seek extension of those ICAs before January 15, 2008.
14	Q.	Does Sprint agree with AT&T's position?
15	A.	Absolutely not. As I stated before, AT&T position is baseless and appears to be
16		an attempt by AT&T to renege on promises it made to the FCC and the entire
17		telecommunications industry in exchange for merger approval. The January 15,
18		2008 deadline that the AT&T inserted in the CLEC accessible letter is completely
19		arbitrary and does not appear in the Merger Commitments. Merger Commitment
20		7.4 expressly states that it does not matter if an interconnection agreement has

See Exhibit MGF-1, attached hereto.
 Sprint Verified Petition for Arbitration, Exhibit 11.

1		expired, current interconnection agreements can be extended for up to three years.
2	Q.	Does the Merger Order contain any deadline for carriers to exercise their
3		rights granted under the Merger Commitments?
4	A.	Yes, but not the deadline suggested in AT&T's CLEC accessible letter. The FCC
5		specified that the Merger Commitments would apply for forty-two months from
6		the merger closing date. As the AT&T - BellSouth merger closed on December
7		29, 2006, the Merger Commitments remain in effect through June 29, 2010.
8		Therefore, AT&T's arbitrary deadline of January 15, 2008 set forth in its CLEC
9		accessible letter for requesting carriers to take advantage of Merger Commitment
10		7.4 is completely without merit. Under the Merger Commitment, Sprint should be
11		permitted to extend its existing ICAs for three years, regardless of whether their
12		initial terms have expired.
13	Q.	What would be the practical effect of the Commission accepting AT&T
14		Missouri's position?
15	A.	It would effectively re-write Merger Commitment 7.4 in a manner that obliterates
16		the clear intended benefit to requesting carriers of a three-year ICA extension.
17	Q.	AT&T claims in its papers seeking to dismiss this Arbitration that Sprint has
18		not brought an "open" Section 252 issue to be resolved by the Commission.
19		See AT&T Reply to Sprint Concerning Motion to Dismiss, pp. 3-4. Is the
20		term, or length, of an ICA commonly included in Interconnection
21		Agreements?
22	A.	Yes. I have personally negotiated hundreds of interconnection agreements. The

term, or length, of the interconnection agreement is present in every interconnection agreement that I can recall. The reason is straightforward. When two businesses contract with each other to provide services, one of the key elements of the contract is the length of the contract. The term is a crucial component of the ICAs that govern the business relationships between Sprint and AT&T. In addition, AT&T, itself, concedes that the term is an item contained in ICAs in the text of Merger Commitment 7.4 and in its CLEC accessible letter. Each of those items acknowledges that interconnection agreements are effective for a certain period of time and the Merger Commitment allows requesting carriers to extend their ICAs for up to three years. If the term of an ICA is not eligible for arbitration as an open issue, then presumably, AT&T would not have offered, and the FCC would not have accepted, a merger commitment that requires AT&T to extend the term of interconnection agreements, regardless of whether its initial term has expired, for a period of up to three years. In addition, out of the four Merger Commitments related to interconnection agreements, one deals solely with extending the term of existing interconnection agreements. Clearly, the term is an important part of an interconnection agreement that state commissions can resolve in an arbitration. Is the term of an interconnection agreement an obligation under Section 251 of the Act? Yes. The term (or duration) of an interconnection agreement is one of the terms

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and conditions that must be just, reasonable, and non-discriminatory as

- 1 contemplated in Section 251(c)(2)(D) of the Telecom Act.
- 2 Q. In the context of this arbitration, did Sprint and AT&T negotiate regarding
- 3 the term of the ICAs?
- Yes. In order for the Commitments to have any meaning, Merger Commitment 7.4 4 A. must be read as an open offer by AT&T to negotiate a three-year extension of 5 6 current interconnection agreements. Once Sprint accepts AT&T's offer to extend 7 its ICAs, no further negotiations should be necessary. In addition, my review of 8 the correspondence attached to Sprint's Verified Petition for Arbitration and the 9 fact that AT&T representatives verbally objected to Sprint's request is another 10 indication that the parties conducted negotiations over extending Sprint's existing ICAs. The negotiations were simple. Sprint desired to extend its existing ICAs 11 and AT&T said no. AT&T cannot escape the federally mandated negotiation and 12 arbitration process by simply refusing to negotiate or by claiming later that its 13 14 communications did not amount to negotiation. There was nothing else for Sprint to do but to file an arbitration petition with this Commission seeking resolution of 15 16 the single issue of whether Sprint can extend its existing ICAs for three years.
 - Q. Has AT&T extended the terms of other requesting carriers pursuant to Merger Commitment 7.4?
- Yes. Sprint sent AT&T the attached discovery requests seeking that information. AT&T objected to the requests and Sprint and AT&T worked out an arrangement

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⁹ Sprint Verified Petition for Arbitration, ¶33.

¹⁰ See Exhibit MGF-2, attached hereto.

for AT&T to respond partially to the requests. AT&T provided the attached list of hundreds of ICAs extended under Merger Commitment 7.4. 11 The list shows that many of the agreements that were extended originally expired years ago. For example, Verizon Wireless's interconnection agreement in Missouri originally expired in 1998 and dPI Teleconnect, LLC's Missouri ICA originally expired in July, 2001. In addition, I have identified one ICA that had expired before January 15, 2008 but AT&T did not receive the request to extend until June 21, 2008. There, AT&T agreed to extend the ICA of Hunt Telecommunications LLC in Louisiana under Merger Commitment 7.4 in direct contradiction to its response to Sprint's extension request and the terms of the CLEC accessible letter where it said it would not extend expired ICAs unless the party requested extension before January 15, 2008. While the January 15, 2008 deadline for receiving extension requests for expired agreements has no basis in Merger Commitment 7.4, based on AT&T's discovery responses, it appears AT&T ignored its arbitrary deadline on at least one instance.

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VI. SUMMARY AND CONCLUSION

- 19 Q. Please summarize your Direct Testimony.
- A. AT&T made certain concessions to the FCC in order to gain approval for its merger with BellSouth. Some of those concessions were in the form of promises

¹¹ See Exhibit MGF-3, attached hereto.

that it would allow other carriers to obtain or maintain interconnection agreements at reduced transaction costs. AT&T promised that it would grant any requesting telecommunications carrier the right to extend its current ICA, regardless of whether its initial term has expired, for three years. AT&T is now attempting to deny Sprint the right to avail itself of this Merger Commitment through its own creative interpretation of the Commitment.

7 Q. What does Sprint ask this Commission to do?

- 8 A. Sprint asks this Commission to order AT&T to immediately process Sprint's
 9 request to extend its current ICAs for three years commencing on the date of
 10 Sprint's request, November 21, 2008. Exhibit 12 of Sprint's Verified Petition for
 11 Arbitration contains the amendments necessary to effectuate this request. Sprint
 12 asks the Commission to order and approve the parties to execute the amendments
 13 and for such other relief the Commission deems just and reasonable.
- 14 Q. Does this conclude your Direct Testimony?
- 15 A. Yes, it does.

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

AFFIDAVIT OF MARK G. FELTON

STATE OF KANSAS)	
)	S
COUNTY OF JOHNSON)	

Mark G. Felton, of lawful age, on his oath states: that he has participated in the preparation of the following Direct Testimony in question and answer form to be presented in the above case, that the answers in the following Direct Testimony were given by him; that he has knowledge of the matters set forth in such answers, and that such matters are true to the best of his knowledge and belief.

Mark G. Felton

Subscribed and sworn before me this 4^{th} day of February, 2009.

NOTARY PUBLIC — State of Kansas
RHAMIE GLADE
My Appr. Exp. 9-12-2012

Rhamie Glade

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Direct Testimony has been hand-delivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 4th day of January, 2009, to:

Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri
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Rhamw Glade

Exhibit

MGF -1



December 05, 2008

Manager-ICA Solutions
Sprint Communications Company; Sprint Spectrum; Nextel West Corp.
KSOPHA0310-3B268
6330 Sprint Parkway
Overland Park, KS 66251

Dear Manager-ICA Solutions:

Your letters dated November 21, 2008, pursuant to Merger Commitment No. 4 under "Reducing Transaction Costs Associated with Interconnection Agreements" associated with the merger of AT&T Inc. and BellSouth Corp., were received via electronic mail on November 24, 2008. The aforementioned letters state that Sprint Communications Company, Sprint Spectrum, and Nextel West Corp. wish to extend the term of their current Agreements in the State of Missouri for a period of three (3) years

Accessible Letter CLECALL07-086 issued November 16, 2007 ("AL"), specified that . interconnection agreements with initial terms that expired before January 15, 2008. may be extended for a period of three years from the date of the request, provided that AT&T receives the carrier's request prior to January 15, 2008. It further specified that interconnection agreements with initial terms that expire on or after January 15, 2008, could be extended for a period of three years from the expiration date of the Agreement's initial term, provided that AT&T receives the carrier's request prior to the Agreement's initial expiration date. Sprint Communications Company's Interconnection Agreement expired on April 29, 2008, Sprint Spectrum's Wireless Agreement expired on November 30, 2004, and Nextel West Corp.'s Wireless Agreement expired on November 01, 2003. The requests were received on November 24, 2008. Unfortunately, since they didn't comply with the terms of the AL as outlined above, we are unable to honor the requests for extension.

Lynn Allen-Flood will continue to be the AT&T Lead Negotiator for Sprint Communications Company, Randy Ham will continue to be the AT&T Lead Negotiator for Sprint Spectrum and Nextel West Corp. Lynn can be reached at 214-858-0698, and Randy can be reached at (205) 321-7795. Please address any questions or concerns you may have to Lynn and Randy.

Sincerely,

Eddie A. Reed, Jr.

Exhibit

MGF -2

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

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

<u>DATA REQUESTS OF SPRINT COMMUNICATIONS COMPANY L.P., SPRINT SPECTRUM L.P., AND NEXTEL WEST CORP.</u>

COMES Now, Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. (collectively "Sprint") and, pursuant to the joint procedural schedule agreed to by Sprint and AT&T Missouri, serves its first set of Data Requests to AT&T Missouri. According to the schedule, objections should be served by January 9, 2009 and responses to discovery are due January 21, 2009.

DEFINITIONS

- 1. "And" and "Or" shall mean "and/or." That is, the terms "and" and "or" shall be viewed conjunctively and disjunctively as necessary to bring within the scope of these information requests any information which might be construed to be outside their scope.
 - 2. "Commission" or "PSC" means the Missouri Public Service Commission.
- 3. "AT&T Missouri," "You" and "Your" shall mean or refer to Southwestern Bell Telephone Company, SBC Corporation, SBC Missouri, BellSouth Corporation, AT&T Corporation and any and all of its past or present subsidiaries, parents, divisions, affiliates, all related companies, officers, directors, agents, servants, employees, representatives, joint venture partners, attorneys, accountants, experts, other personnel thereof, heirs, predecessors in interest, successors in interest, assigns, and all others acting on its behalf or in concert with it.

- 4. "Concerning" and "concern" shall mean memorializing, mentioning, to be connected with, comprising, consisting, indicating, describing, referring, relating to, evidencing, showing, discussing, or involving in any way whatsoever the subject matter of the Interrogatory.
- 5. "Documents" means any written, graphic, recorded, printed, typed, taped, or visually reproduced or electronically or photographically stored material of any kind, whether or not privileged, however produced or reproduced, and includes but is not limited to the original and all copies of any and all letters, reports, memoranda, research or cost studies, working papers, graphs, charts, memoranda or notes of oral communications, files, communications, correspondence, filings, testimony, comments, decisions, orders, rules, tariffs, agreements, bills, price lists, invoices, receipts, studies, analyses, projections, forecasts, contracts, telegrams, telexes, facsimilies, emails, forms, advertisements, minutes, summaries, assignments, bulletins, notices, methods and procedures, instructions, literature, memoranda of conversations, notes, notebooks, diaries, data sheets, data compilations, information accumulations, financial statements or information, computations, ledgers, schedules, books of account, work sheets, spreadsheets, computer printouts, recordings, tapes, drawings, maps, floor plans, graphs, indices, charts, telephone records, photographs, computer files, other data compilation, and audio or video recordings, any attachments to documents or any other tangible thing of whatever nature. "Documents" includes any drafts and non-identical copies of the foregoing items upon which any notation, work, figure, writing or form has been made and does not appear in the original. In all cases where originals or original non-identical copies are not available, "documents" also meant identical copies of original documents and non-identical copies. "Documents" include each and every document known to you or your counsel whether or not in your possession, custody or control.

- 6. "Identify" or "state the identity of" means:
 - (a) In the case of a person, to state the person's name; last known residence; employer or business affiliation; and present or last known occupation and business position held; and present or last known business address.
 - (b) In the case of a company, business or government entity, to state the name; if incorporated, the place of incorporation; the principal place of business; the identity of the person(s) having knowledge of the matter with respect to which the company is named; and your principal contact person with the entity.
 - (c) In the case of a document, to state the nature of the document (i.e. letter, memorandum, etc.); the identity of the person(s) who prepared it; the sender(s) and recipient(s); the title or a description of the general nature of the subject matter; the date of preparation; the date and manner of distribution and publication; the location of each copy and the identity of the present custodian; and the identity of the person(s) who can identify it.
 - (d) In the case of an act or event, to state a complete description of the act or event; when it occurred; where it occurred; the identity of the person(s) performing said act (or omission); the identity of all persons who have knowledge, information or belief about the act; when the act, event, or omission first became known; the circumstances; the manner in which such knowledge was first obtained; and the documents or other writings which memorialize the instance.
 - (e) In the case or an oral statement or communication, to state: when and

where it was made; the identity of each of the makers and recipients thereof in addition to all other persons present; the medium of communication; and state its substance.

- (f) In the case of a meeting, to state: the date, time, and location of the meeting; the identity of all persons involved in each and every meeting; and the substance of the meeting.
- (g) In the case of a legal proceeding, to state: the court, administrative agency, or other government body involved; the caption of the proceeding; all parties to the proceeding; and the docket number of the proceeding.
- 7. "Including" means "including but not limited to."
- 8. "Person" or "Persons" shall mean any individual, association, proprietorship, partnership, corporation, firm, organization, government entity, or any other entity of any kind.
- 9. "Refer," "referring to," "relate," and "relating to" shall mean concerning, relating to, referring to, alluding to, responding to, connected with commenting on, in respect of, about, regarding, discovering, showing, describing, mentioning, analyzing, constituting, embodying, evidencing, or pertaining to.
- 10. "Representatives" means directors, officers, staff, employees, agents, members, consultants, witnesses or other persons acting on behalf of the party to which these interrogatories are served.
- "Staff" or "Commission Staff" means the Staff of the Missouri Public Service
 Commission.

- 12. "State the basis for" when used with respect to a response, assertion, or conclusion means to:
 - (a) describe in detail the facts underlying the response, assertion or conclusion;
 - (b) identify every document that constitutes, evidences, refers to, or relates to the response, assertion or conclusion;
 - (c) identify every person whom you know has, or whom you believe to have, knowledge or information concerning the response, assertion or conclusion;
 - (d) describe in detail the nature of each such person's knowledge or information concerning the response, assertion or conclusion; and
 - (e) describe in detail the methodologies, techniques and processes used to conduct any analyses that relate to response, the response, assertion or conclusion.
- 13. "This action" or "this proceeding" or "this matter" means the proceeding with the above-referenced caption, Case No. CO-2009-0239.
- 14. Merger Commitment 7.4 means the Merger Commitment listed in *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, WC Docket 06-74, FCC 06-189, (released March 26, 2007). Appendix F, page 150, under the heading "Reducing Transaction Costs Associated with Interconnection Agreements" with the following language:

"The AT&T/BellSouth ILECs 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. During this

period, the interconnection agreement may be terminated only via the carrier's request unless terminated pursuant to the agreement's "default" provisions."

INSTRUCTIONS

- 15. The "Instructions and Definitions" set forth herein are incorporated by reference as a supplement to each interrogatory and request for production of documents in this First Set and Sprint Nextel's subsequent sets of interrogatories and requests for production of documents as if specifically set forth therein.
- 16. When used in these requests, words of gender shall be construed as including all genders, without limitation; words in the singular shall be construed to mean the plural or vice versa as appropriate; and the use of the past tense shall denote the present the present tense shall denote the past when appropriate.
- 17. Whenever an interrogatory calls for information with respect to "each" one of a particular type or class of matters, events, persons, or entities of which there is more than one, separately list, set forth, and identify for each thereof all of the information called for.
- 18. Any request to "attach" or "provide" documents (or words of similar import or meaning) shall be considered a requests to produce documents. For each document attached to your response or otherwise produced in response to the interrogatories and requests for production of documents, please label the document so as to identify the interrogatory to which the document responds.
- 19. If you object to any Interrogatory or Interrogatory subpart or portion, or otherwise withhold responsive information because of the claim of privilege, work product, or other grounds:

- (a) identify the Interrogatory question and subpart to which objection or claim of privilege is made;
- (b) state whether the information is found in a document, oral communication, or in some other form:
- (c) identify all grounds for objection or assertion of privilege, and set forth the factual basis for assertion of the objection or claim of privilege;
- (d) provide the portion(s) of the information, whether in a document, oral communication or other form, for which you are not making an objection or claiming privilege;
- (e) identify the information withheld by description of the document or other information, the date of preparation, title, number of pages, person(s) who prepared the document or participated in the communication, persons who received or reviewed, and the current custodian of the information in whatever form; and
- (f) identify all persons having knowledge of any facts relating to your claim of privilege.
- 20. If any part of a document is responsive to any request, the whole document is to be produced.
- 21. If in any response to these interrogatories, AT&T Missouri asserts that information is public information or contained in a publicly available document and is too burdensome for AT&T Missouri to produce, you shall identify the following in your response:

 (a) length and general content of the document or file in which the material is contained; (b) the title, date, and any state or federal court or agency docket number of the document or file; (c) the specific page and line number or paragraph in which the requested material is contained; (d) the

office(s) and /or location(s) where the document or file with the requested material is maintained for public inspection; (e) any available Internet or world wide web "links" to or addresses for the information or document; and (f) any other sufficient information to allow Sprint Nextel to locate the document.

- 22. These Interrogatories and Requests for the Production of Documents are continuing in nature and, thus, AT&T Missouri is under a continuing duty to promptly supplement, correct or revise any response. If, after serving an answer to any interrogatory or producing documents you become aware of any further information pertaining to such interrogatory or further responsive documents, you are required to promptly serve upon us amended answers setting forth such information and produce such documents.
- 23. Please restate each interrogatory beginning on a separate page and provide a separate answer for each interrogatory and each subpart of an interrogatory. For each response to made or document to be provided, identify by name the person or persons making the response, the title of such person(s), and the name of the witness who will be prepared to testify concerning the matters contained in each response or document provided if different from the person providing the response.
- 24. AT&T Missouri is requested to provide an electronic copy of its responses to these interrogatories and requests to:

Jeffrey M. Pfaff

Senior Counsel

Jeff.m.pfaff@sprint.com

and

Kenneth Schifman

Director, State Regulatory Affairs

kenneth.schifman@sprint.com

SPRINT NEXTEL'S FIRST SET OF INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS TO AT&T MISSOURI

Sprint-AT&T Missouri - 1

Provide all documents and correspondence by telecommunications carriers requesting an extension of the term of the requesting telecommunications carrier's interconnection agreement pursuant to Merger Commitment 7.4.

Sprint-AT&T Missouri - 2

Provide a list of all interconnection agreements extended by AT&T pursuant to Merger Commitment 7.4 in the 13 former SBC states (Texas, Oklahoma, Arkansas, Kansas, Missouri, California, Nevada, Ohio, Michigan, Illinois, Wisconsin, Indiana, and Connecticut).

- a. For each interconnection agreement extended, list the State and State commission case number or docket number.
- b. For each interconnection agreement extended, specify the expiration date of the initial term of such interconnection agreement.
- c. For each interconnection agreement extended, specify the date of the request for extension by the requesting carrier.

Sprint-AT&T Missouri - 3

Provide a list of all interconnection agreements extended by AT&T pursuant to Merger Commitment 7.4 in the 9 former BellSouth states (Alabama, Florida, Mississippi, Georgia, Louisiana, Tennessee, South Carolina, Kentucky, North Carolina).

- a. For each interconnection agreement extended, list the State and State commission case number or docket number.
- b. For each interconnection agreement extended, specify the expiration date of the initial term of such interconnection agreement.
- c. For each interconnection agreement extended, specify the date of the request for extension by the requesting carrier.

Respectfully submitted,

Jeffrey M. Vfaff Senior Counsel

6450 Sprint Parkway

Overland Park, Kansas 66251

Mailstop: KSOPHN0212-2A553

(913) 315-9294 (voice) (913) 315-0785 (facsimile)

Jeff.m.pfaff@sprint.com

Kenneth A. Schifman

Mo. # 42287

Director Government Affairs

6450 Sprint Parkway

Overland Park, Kansas 66251

Mailstop: KSOPHN0212-2A303

(913)315-9783 (voice)

(913)523-9827 (facsimile)

Kenneth.schifman@sprint.com

SPRINT COMMUNICATIONS COMPANY L.P. SPRINT SPECTRUM L.P. NEXTEL WEST CORP.

CERTIFICATE OF SERVICE

I do hereby certify that a true and correct copy of the foregoing Requests have been handdelivered, transmitted by e-mail or mailed, First Class, postage prepaid, this 22nd day of December, 2008, to:

Southwestern Bell Telephone, L.P. d/b/a AT&T Missouri
Timothy P. Leahy
Leo J. Bub
Robert J. Gryzmala
One AT&T Center, Room 3516
St. Louis, Missouri 63101
(314) 235-6060 (Telephone)
(314) 247-0014 (Fax)
Leo.bub@att.com
Robert.gryzmala@att.com

Public Counsel
Office of the Public Counsel
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

Attorney for Complainants

Exhibit

MGF -3

7.4 Extensions

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