

**BEFORE THE
MISSOURI PUBLIC UTILITY COMMISSION**

Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp and NPCR, Inc., Complainants,)))))	
vs,))	Case No. TC-2008-0182
Southwestern Bell Telephone Company d/b/a AT&T Missouri, Respondent.)))	

**SPRINT COMMUNICATIONS COMPANY L.P., SPRINT SPECTRUM L.P., AND
NEXTEL WEST CORP.'S RESPONSE TO AT&T MISSOURI'S REQUEST FOR
MEDIATION**

Sprint Communications Company L.P., Sprint Spectrum L.P., and Nextel West Corp. (collectively "Sprint"), hereby responds to the request of AT&T Missouri for mediation.¹ In short, Sprint agrees to mediation of the Complaint. Sprint will await Commission appointment of a mediator and fully participate in the process.

I. Sprint Consents To Mediation

Sprint consents to AT&T Missouri's Request for Mediation of Sprint's Complaint.

II. Sprint's Response To Other Matters Raised By AT&T Missouri

While this may not be the most appropriate opportunity to fully present Sprint's position on the merits of its Complaint, Sprint must respond to several of the statements made by AT&T

¹ The complaint was erroneously captioned with an additional Sprint entity, NPCR, Inc.; however, that entity does not operate in Missouri.

Missouri in its Request for Mediation. By responding herein, Sprint does not waive any of its rights to respond more fully in contested case proceedings before the Commission if necessary.

Sprint simply seeks in this Complaint to enforce Merger Commitment 1 made by AT&T when it merged with BellSouth. (Complaint, ¶ 5) Sprint has informed AT&T that it wishes to port into Missouri the Kentucky ICA as described in Sprint's Complaint. (Complaint, ¶ 8). AT&T's response is that Sprint must select one CLEC and one CMRS provider to adopt the agreement and the other Sprint CMRS entities are not permitted to adopt the Kentucky ICA. (AT&T Missouri Request for Mediation, p. 2).

All of the Sprint entities named in the Complaint should be permitted to adopt the Kentucky ICA at the same time. There is nothing in the Merger Commitments that requires that adoption of the agreement to be limited to the identical entities or the same number of entities as executed the Kentucky ICA. Indeed, 47 CFR § 51.809(a), the federal rule that implements section 252(i), directly contradicts AT&T's position as it states that an ILEC "may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service (*i.e.*, local, access, or interexchange) as the original party to the agreement." Thus, an adoption cannot be rejected on the basis of the number of "carriers" requesting it nor can it be based on the type of services provided.

For purposes of this case that means multiple Sprint entities may adopt the Kentucky ICA and the fact that some of the adopting parties provide wireless services cannot be a basis for rejection. Moreover, AT&T's position could lead to absurd results that do not harmonize with the Merger Commitments' goal of reducing transaction costs. Sprint could capitulate to AT&T and name one CMRS provider to adopt the Kentucky ICA along with Sprint CLEC. Once that adoption is finalized and the resulting Missouri-specific ICA is approved by this Commission,

the remaining Sprint/Nextel CMRS providers could exercise their statutory § 252(i) rights to adopt the conformed Missouri-specific agreement. Or Sprint could simply exercise multiple adoptions at the same time as the Kentucky PSC already has permitted two Nextel entities to adopt the Kentucky ICA. Additional administrative steps and delay can be prevented by a finding that all Sprint entities are entitled to port the Kentucky ICA under the Merger Commitment.

AT&T Missouri suggests that it is going through the Kentucky ICA and modifying it to comport with its views of the Merger Commitment. (AT&T Missouri Request for Mediation, p. 3) Sprint hopes in doing so that the spirit of the Merger Commitment is realized and that transaction costs are truly limited for both AT&T Missouri and Sprint. Perhaps, the third party mediator can help in that regard.

WHEREFORE, Sprint agrees to the Commission referring this Complaint to a third party mediator but reserves all rights to pursue its complaint if the mediation process is not productive.

Respectfully submitted,

/s/ Paul S. DeFord

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CERTIFICATE OF SERVICE

I hereby certify that a copy of this Response was served on the following parties via e-mail this 17th day of January, 2008.

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