

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

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.)	

**AT&T MISSOURI'S ANSWER
AND AFFIRMATIVE DEFENSES**

AT&T Missouri,¹ pursuant to 4 CSR 240-2.070(8), respectfully submits this Answer and Affirmative Defenses to the Complaint filed by Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp. and NPCR, Inc. (collectively "Sprint" or "Sprint entities").²

AT&T Missouri's Answer

AT&T Missouri denies that Sprint's Complaint arises out of the interconnection agreement the Missouri Public Service Commission ("Commission") approved between AT&T Missouri and Sprint, and further denies that AT&T Missouri has violated any condition imposed by the FCC on the merger of AT&T Inc. and BellSouth Corporation. AT&T Missouri respectfully requests the Missouri Public Service Commission ("Commission") to deny Sprint's Complaint.

¹ Southwestern Bell Telephone Company, d/b/a AT&T Missouri, will be referred to in this pleading as "AT&T Missouri."

² Concurrent with this Answer and Affirmative Defenses, AT&T Missouri is separately filing a Motion to Dismiss.

With respect to the numbered allegations of Sprint's Complaint, AT&T Missouri states:

1. AT&T Missouri admits that the Complainant Sprint entities are telecommunications carriers as defined in the federal Telecommunications Act and that they provide competitive local exchange and wireless services. AT&T Missouri is without sufficient information to admit or deny the remaining allegations contained in paragraph 1 of the Complaint and therefore denies them

2. AT&T Missouri admits the allegations contained in paragraph 2 of the Complaint.

3. AT&T Missouri admits that it is a Missouri corporation, that the address of its principal Missouri office is correctly stated, that it is an incumbent local exchange telephone company, that it is subject to the general jurisdiction of the Commission under state law, that it has interconnection agreements with the Sprint entities and that those agreements have been amended from time to time. AT&T Missouri, however, denies that the Commission has jurisdiction over the subject matter of this Complaint.

4. AT&T Missouri admits that a correct description of the transaction between AT&T Inc. and BellSouth Corporation is set forth in paragraph 14 of the FCC's Memorandum Opinion and Order in *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, WC Docket 06-74, FCC 06-189, *rel.*, March 26, 2007 ("Merger Order"); that AT&T Inc. and BellSouth Corporation jointly filed a series of applications seeking FCC approval of the transfer of control of various licenses and authorizations directly or indirectly held by BellSouth Corporation, as well as the transfer of control of Cingular Wireless LLC and its various subsidiaries and affiliates; that in the course of the FCC's merger approval proceedings, AT&T Inc. made a series of commitments; that the commitments adopted by the

FCC are set out in Appendix F to the FCC's Merger Order; and that the Merger Order requires AT&T and BellSouth to comply with the conditions in Appendix F.

5. AT&T Missouri states that Appendix F to the FCC's Merger Order speaks for itself.

6. AT&T Missouri admits that Sprint CLEC and Sprint PCS entered into an Interconnection Agreement with BellSouth Telecommunications, Inc. effective January 1, 2001, for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. AT&T Missouri states that the Kentucky Order (attached to the Complaint as Exhibit B) speaks for itself.

7. AT&T Missouri admits that it exchanged correspondence with Sprint on August 21, 2007 and August 31, 2007 (attached to the Complaint as Exhibits C and D) and states that those letters speak for themselves.

8. AT&T Missouri admits that Sprint sent a letter to AT&T Missouri on November 20, 2007 regarding Sprint's request to adopt an interconnection agreement between BellSouth Telecommunications and certain Sprint entities in Kentucky. The letter speaks for itself.

9. AT&T Missouri denies the allegations contained in paragraph 9 of the Complaint.

10. AT&T Missouri denies the allegations contained in paragraph 10 of the Complaint. AT&T Missouri provided Sprint a redline of the Kentucky ICA on February 12, 2008 identifying the needed modifications.

11. AT&T Missouri denies the characterization of the parties' correspondence referenced in paragraph 11 of the Complaint and states that those letters speak for themselves.

12. AT&T Missouri admits that various Sprint entities filed complaints with state regulatory agencies in the legacy BellSouth region with respect to the Merger Commitments and

that the respective AT&T companies appropriately defended those complaints. AT&T Missouri admits that it issued an Accessible Letter dated November 16, 2007 (attached to the Complaint as Exhibit H). AT&T Missouri denies Sprint's characterization of the proceedings in the BellSouth states. The filings in those proceedings and AT&T's Accessible Letter speak for themselves.

13. AT&T Missouri admits that it issued an Accessible Letter dated November 16, 2007 (attached to the Complaint as Exhibit H). AT&T's Accessible Letter speaks for itself.

14. AT&T Missouri admits that AT&T and Sprint have engaged in negotiations regarding a new Interconnection Agreement that would include Missouri and that the negotiations have not resulted in an executed agreement. AT&T Missouri is without sufficient information to admit or deny the remaining allegations contained in paragraph 14 of the Complaint and therefore denies them and further denies that Sprint is entitled to any relief.

15. AT&T Missouri denies the allegations contained in paragraph 15 of the Complaint.

16. AT&T Missouri denies the allegations contained in paragraph 16 of the Complaint.

To the extent AT&T Missouri has neither specifically admitted nor denied any of the allegations contained in any part of Sprint's Complaint, AT&T Missouri specifically denies them.

AT&T Missouri's Affirmative Defenses

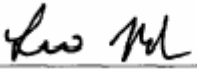
1. Sprint has failed to state a claim upon which relief can be granted.
2. The Commission lacks jurisdiction over the subject matter of the complaint.
3. The complaint is subject to the exclusive jurisdiction of the Federal Communications Commission.

4. If the Commission has jurisdiction over all or part of the subject matter of the complaint, which AT&T Missouri denies, the Commission should hold this matter in abeyance or suspend the proceedings pending a decision by the FCC in WC Docket No. 08-23.

WHEREFORE, AT&T Missouri respectfully requests the Commission to dismiss Sprint's Complaint.

Respectfully submitted,

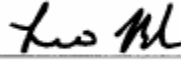
SOUTHWESTERN BELL TELEPHONE COMPANY,
D/B/A AT&T MISSOURI

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CERTIFICATE OF SERVICE

Copies of this document were served on the following parties by e-mail on April 14, 2008.



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