

## **EXHIBIT 3**



**Sprint Nextel**  
**KSOPHA0310-3B320**  
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**Overland Park, KS 66251-6102**  
**Voice: (913) 762-4070**  
**Fax: (913) 762-0117**  
**Fred.Broughton@sprint.com**

**Fred Broughton**  
**Contracts Negotiator**  
**ICA Solutions**

June 30, 2008

Via Overnight Mail

AT&T Wholesale - Contract Management  
ATTN: Notices Manager  
311 S. Akard  
Four AT&T Plaza, 9<sup>th</sup> Floor  
Dallas, TX 75202

Ms. Lynn Allen-Flood  
AT&T Wholesale - Contract Negotiations  
34S91  
675 W. Peachtree St. N.E.  
Atlanta, GA 30375

Ms. Kay Lyon  
AT&T Wholesale - Contract Negotiations  
311 S. Akard  
Four AT&T Plaza, Room 2040.03  
Dallas, TX 75202

Re: Request for Interconnection with AT&T Missouri

Dear Notices Manager, Ms. Allen-Flood, and Ms. Lyon:

As a result of the recent decision from the Missouri Public Service Commission, it appears that the Commission believes that its only authority to enforce the Merger Commitments is through an arbitration proceeding. While we disagree with the Commission's decision and find that it is completely incompatible with the spirit, the purpose and the plain language of the Merger Commitments, Sprint hereby opens an arbitration window. Accordingly, this letter serves as a request to negotiate an interconnection agreement for the State of Missouri pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") between Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corporation (jointly "Sprint") and AT&T Missouri, an incumbent local exchange carrier. By sending this request, Sprint in no way waives any of its rights with respect to Missouri PSC Case No. TC-2008-0182 or to utilize the Merger Commitments to obtain an interconnection agreement based on the Kentucky ICA in Missouri or in any other state. Sprint continues to believe that state commissions may enforce the Merger Commitments in manners

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outside the arbitration process established in the Act, including via complaint as Sprint filed in Missouri.

The interconnection agreement sought by Sprint under this request is the Kentucky ICA in accordance with AT&T's Merger Commitment as approved by the FCC.

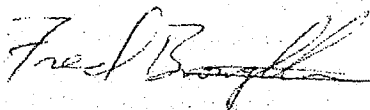
"The AT&T/BellSouth ILECs shall make available to any requesting telecommunications carrier any entire effective interconnection agreement, whether negotiated or arbitrated, that an AT&T/BellSouth ILEC entered into in any state in the AT&T/BellSouth 22-state ILEC operating territory, subject to state-specific pricing and performance plans and technical feasibility, and provided, further, that an AT&T/BellSouth ILEC shall not be obligated to provide pursuant to this commitment any interconnection arrangement or UNE unless it is feasible to provide, given the technical, network, and OSS attributes and limitations in, and is consistent with the laws and regulatory requirements of, the state for which the request is made."

Pursuant to 47 U.S.C. § 252(b)(1), receipt of Sprint's request for negotiations commences the statutory timelines as identified in the Act. Should negotiations not be completed between the 135<sup>th</sup> and 160<sup>th</sup> day after the receipt of this letter, November 12, 2008 and December 7, 2008, respectively, either party may petition the state commission to arbitrate any open issues.

Sprint would like to continue the Parties' ongoing discussions using the terms and conditions of our current Kentucky ICA as our starting point. To date, the Parties have been able to agree to several of the ICA's Attachments. It is not Sprint's intent to change our position on any of these previously agreed to positions.

I look forward to hearing from you at your earliest convenience.

Sincerely,



Fred Broughton

cc: Jeffrey M. Pfaff  
Kenneth A. Schifman

# **EXHIBIT 4**



Lynn Allen-Flood

Wholesale

675 West Peachtree Street NE, Room 34S91  
Atlanta, GA 30375

T: 404.927.1376

F: 404-529-7839

Email: [lynn.allen-flood@att.com](mailto:lynn.allen-flood@att.com)

*Sent via Electronic Mail and Certified Mail*

July 16, 2008

Fred Broughton  
Contracts Negotiator-ICA Solutions  
Sprint Nextel  
Mailstop: KSOPHA0310-3B320  
6330 Sprint Parkway  
Overland Park, KS 66251-6102

EMAIL: [Fred.Broughton@sprint.com](mailto:Fred.Broughton@sprint.com)

RE: Sprint Nextel June 30 2008 Letter of Request for Interconnection with AT&T Missouri

Dear Mr. Broughton:

AT&T is in receipt of your letter dated June 30, 2008, requesting to negotiate an interconnection agreement for the State of Missouri pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") between Sprint Communications Company L.P., Sprint Spectrum L.P. and Nextel West Corporation (collectively, "Sprint") and AT&T Missouri. AT&T having received the letter on July 1, 2008, the arbitration window pursuant to Section 252(b)(1) of the Act opens on November 13, 2008, and closes on December 8.

AT&T stands ready to begin negotiations, but does not accept Sprint's proposal to use the current Kentucky ICA as a starting point for the negotiations. AT&T Missouri is not, of course, obligated to use Sprint's agreement in one state as a starting point for negotiations in another state.<sup>1</sup> Moreover, given that the parties will be negotiating under Section 252 of the Act, each party is free to offer any language and take any position it sees fit, subject to its statutory duty to negotiate in good faith. Thus, even if AT&T Missouri were to agree to use the Kentucky agreement as a starting point, AT&T Missouri would redline all those provisions that it would like to change in the course of the negotiations, and the document that AT&T would provide to Sprint would be substantially different from both the original Kentucky agreement and the redlined agreement that was provided to Sprint pursuant to Sprint's porting request under Merger Commitment 7.1.

AT&T proposes to provide to Sprint, as a starting point for negotiation, its current template CLEC and WSP agreements. Sprint will thereafter be free to propose any language it sees fit in the course of the negotiations. Please let us know if Sprint would like to receive the current template agreements for this purpose.

Finally, AT&T notes that your letter, in addition to requesting negotiation under Sections 251 and 252 and proposing the Kentucky ICA as a starting point, includes a number of assertions concerning other matters. AT&T disagrees with many of those assertions, but does not believe it would benefit either party to debate them at this point. AT&T is prepared to negotiate with Sprint in accordance with the requirements of Sections 251 and 252 of the Act.


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<sup>1</sup> If Sprint would like to commence negotiations pursuant to its existing Missouri interconnection agreements, AT&T Missouri is willing to do so in accordance with Merger Commitment 7.3.

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Please let us know if there are any questions concerning this letter or if you would like to discuss this matter further.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lynn Allen-Flood".

Lynn Allen-Flood  
Lead Negotiator

Cc: Kay Lyon

# **EXHIBIT 5**



Sprint Nextel  
KSOPHA0310-3B320  
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Voice: (913) 762-4070  
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Fred.Broughton@sprint.com

Fred Broughton  
Contracts Negotiator  
ICA Solutions

August 18, 2008

Via Overnight Mail

Ms. Lynn Allen-Flood  
AT&T Wholesale – Contract Negotiations  
34S91  
675 W. Peachtree St. N.E.  
Atlanta, GA 30375

Re: AT&T July 16, 2008 Response to Sprint's Request for Interconnection  
with AT&T Missouri

Dear Ms. Allen-Flood:

This is in response to your correspondence dated July 16, 2008. Sprint strongly disagrees with your contention that the opening of an arbitration window precludes Sprint's ability to utilize the Merger Commitments. Sprint is only using the Act's arbitration mechanism in order to address the Missouri Commission's concern that it did not otherwise have jurisdiction.

We believe that AT&T is still obligated to abide by the Merger Commitments, regardless of the mechanism Sprint uses to obtain an interconnection agreement. If AT&T continues to challenge Sprint's election of the Kentucky ICA in the arbitration proceeding, AT&T will be evading its Merger conditions.

We will continue our discussions in adopting the Kentucky ICA and making the minor modifications necessary under the Merger Commitments. If AT&T is unwilling to proceed in that manner, please advise and we will take this issue immediately to the Missouri Public Service Commission.

I look forward to hearing from you at your earliest convenience.

Sincerely,

Fred Broughton



## **EXHIBIT 6**



Lynn Allen-Flood  
Wholesale  
675 West Peachtree Street NE, Room 34S91  
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T: 404.927.1376  
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*Sent via Electronic Mail and Certified Mail*

September 2, 2008

Fred Broughton  
Contracts Negotiator-ICA Solutions  
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Mailstop: KSOPHA0310-3B320  
6330 Sprint Parkway  
Overland Park, KS 66251-6102

EMAIL: [Fred.Broughton@sprint.com](mailto:Fred.Broughton@sprint.com)

RE: Sprint Nextel Letter of August 18, 2008 Concerning Request for Interconnection with AT&T Missouri

Dear Mr. Broughton:

This is in response to your letter dated August 18, 2008, responding to mine of July 16, 2008. Just as AT&T disagreed with many of the assertions in your letter of June 30, 2008, but saw no benefit to debating them, AT&T also will not debate at this time the several assertions in your letter of August 18 with which AT&T disagrees. That said, AT&T is willing to use as a starting point for Sprint's requested negotiation of an interconnection agreement the redlined Kentucky ICA as it currently stands in light of our discussions over the last several months.

To reiterate, AT&T received from Sprint on July 1, 2008, Sprint's request to negotiate an interconnection agreement under Section 252(a) of the Telecommunications Act of 1996 ("1996 Act"), and our arbitration window therefore opens on November 13, 2008, and closes on December 8, 2008. AT&T agrees to use the Kentucky ICA as the starting point for the requested negotiations, as stated above.

AT&T, while agreeing to proceed as set forth above, continues to maintain that it is not otherwise obliged to do so, waives no position, and expressly reserves the right to assert any and all positions with respect to the effect of Sprint's request to negotiate pursuant to Section 252(b)(1); the interplay between the parties' rights and obligations under the merger commitment on the one hand and under Sections 251 and 252 of the 1996 Act on the other hand; and the question whether the parties' rights and obligations under the merger commitment are subject to arbitration under Section 252(b) of the 1996 Act.

Sincerely,

Lynn Allen-Flood  
Lead Negotiator

Cc: Kay Lyon  
Randy Ham

# **EXHIBIT 7**



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~~Fred Broughton~~  
Contracts Negotiator  
ICA Solutions

November 21, 2008

Via email

AT&T Wholesale - Contract Management  
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311 S. Akard  
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Ms. Kay Lyon  
AT&T Wholesale - Contract Negotiations  
311 S. Akard  
Four AT&T Plaza, Room 2040.03  
Dallas, TX 75202

Re: Sprint Communications Company L.P., Sprint Spectrum L.P., and  
Nextel West Corp. ("Sprint") Request for Interconnection with AT&T Missouri

Dear Notices Manager, Ms. Allen-Flood, and Ms. Lyon:

In response to the decision by the Missouri Public Service Commission earlier this year, Sprint provided a Request for Interconnection with AT&T. As part of that request, Sprint indicated a desire to continue discussions based upon the Kentucky ICA. However, those discussions have reflected a wide divergence of opinion on a number of issues.

Rather than go to arbitration on the number of issues currently before the parties, Sprint has elected to extend its existing interconnection agreements under Merger Commitment 7.4. Please acknowledge if AT&T will agree to this extension request. If AT&T is unwilling to agree to Sprint's election to extend its existing ICAs, Sprint will submit its extension request as the issue in its current arbitration proceeding.