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July 5, 2007

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**PUBLIC SERVICE
COMMISSION**

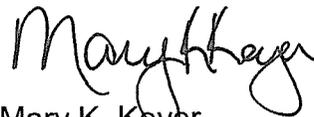
Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

Re: Petition of Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS for Arbitration of Rates, Terms and Conditions of Interconnection Agreement with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast
PSC 2007-00180

Dear Ms. O'Donnell:

Enclosed for filing in the above-referenced case are the original and five (5) copies of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's Response to First Set of Requests for Information of Sprint Communications Company L.P. and Sprint Spectrum L.P.

Sincerely,


Mary K. Keyer

Enclosures

cc: Party of record

683378

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of Petition of Sprint)	
Communications Company L.P. and)	
Sprint Spectrum L.P., d/b/a Sprint)	
PCS for Arbitration of Rates, Terms,)	
and Conditions of Interconnection with)	Case No: 2007-00180
BellSouth Telecommunications, Inc.,)	
d/b/a/ AT&T Kentucky, d/b/a AT&T)	
Southeast)	

**BELLSOUTH TELECOMMUNICATIONS, INC., d/b/a AT&T KENTUCKY'S
RESPONSE TO FIRST SET OF REQUESTS FOR INFORMATION OF SPRINT
COMMUNICATIONS COMPANY L.P. AND SPRINT SPECTRUM L.P.**

GENERAL OBJECTIONS

BellSouth Telecommunications, Inc., d/b/a AT&T Kentucky ("AT&T Kentucky") incorporates the following objections in each of its responses to Sprint Communications Company L.P. and Sprint Spectrum L.P.'s (collectively "Sprint") Requests for Information below:

- A. AT&T Kentucky objects to each request to the extent that it seeks information protected by the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege or protection.
- B. AT&T Kentucky objects to each and every request to the extent that it is calculated or would operate to annoy, oppress, unduly burden, or cause undue expense to AT&T Kentucky, on the ground that

such requests exceed the permissible scope of discovery under the Kentucky Rules of Civil Procedure.

- C. AT&T Kentucky objects to each request to the extent it seeks information that is not relevant to the subject matter of this action and is not calculated to lead to the discovery of admissible evidence.
- D. AT&T Kentucky objects to each request to the extent it seeks information that constitutes the work product or trial preparation materials of AT&T Kentucky's attorneys or other representatives or reflects the mental impressions, conclusions, opinions, or legal theories of AT&T Kentucky's attorneys or other representatives.

All of the following Specific Responses are made subject to and without waiving these General Objections, which are hereby incorporated by reference into each of the following Specific Responses, regardless of whether or not any of the Specific Responses repeat one or more of the General Objections. In the event that AT&T Kentucky inadvertently has failed to answer or object to any of these requests, it reserves the right, upon being promptly notified of such omission, to supply the answer or state its objections, if any, to the inquiry as interpreted by AT&T Kentucky.

Respectfully submitted, this 5th day of July 2007.

AT&T KENTUCKY

A handwritten signature in cursive script, appearing to read "Mary K. Keyer", is written over a horizontal line.

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TELECOMMUNICATIONS, INC.,
d/b/a AT&T KENTUCKY

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing was served on the following individual via U.S. mail this 5th day of July 2007.

Hon. John N. Hughes
Attorney at Law
124 West Todd Street
Frankfort, KY 40601



Mary K. Keyer

683373

REQUEST: Sprint and AT&T previously entered into an Interconnection Agreement that was initially approved by the Commission in Case No. 2000-480. By mutual agreement, the Interconnection Agreement has been amended from time to time. All such amendments have likewise been filed by AT&T with the Commission. A true and correct copy of the Parties' current, 1,169 page Interconnection Agreement, as amended, can be viewed on AT&T's website at:

http://cpr.bellsouth.com/clec/docs/all_states?800aa291.pdf

(Petition ¶ 7; Answer ¶ 11).

RESPONSE: Admit.

REQUEST: On July 1, 2004, Sprint sent AT&T a request for negotiation of a subsequent interconnection agreement ("RFN") pursuant to Sections 251, 252 and 332 of the Act. Following the RFN, Sprint and AT&T conducted negotiations toward a comprehensive subsequent interconnection agreement. Accordingly, the Parties agreed to several extensions of the arbitration window in order to continue negotiations. AT&T and Sprint have met on many occasions during the negotiation period both telephonically and in person to discuss issues in dispute between the Parties.

(Petition ¶ 8; Answer ¶ 12).

RESPONSE: Admit.

REQUEST: On December 29, 2006 the FCC approved the merger of AT&T Inc. and BellSouth Corporation (collectively "AT&T/BellSouth") subject to certain AT&T/BellSouth voluntary merger commitments ("Merger Commitments") in a letter from AT&T Inc.'s Senior Vice President -- Federal Regulatory, Robert W. Quinn, Jr., filed with the FCC on December 28, 2006. The AT&T/BellSouth merger also closed on December 29, 2006 (the "Merger Closing Date"). On March 26, 2007 the FCC issued its formal *Order* authorizing the AT&T/BellSouth merger, which incorporated the AT&T/BellSouth offered Merger Commitments. As an express condition of its merger authorization, the FCC Ordered that "AT&T and BellSouth shall comply with the conditions set forth in Appendix F" of the *FCC Order*.¹ A copy of the Table of Contents and Appendix F to the *FCC Order* is attached as Exhibit "B" to the Petition. AT&T is the same pre-merger BellSouth entity which provides wireline communications services, including local exchange, network access, intraLATA long distance services, Internet services and the services to Sprint under the current interconnection agreement in Kentucky and became a post-merger AT&T/BellSouth ILEC subsidiary entity that is bound by the Merger Commitments.

(Petition ¶ 10; Answer ¶ 14).

RESPONSE: Admit.

¹ *FCC Order*, Ordering Clause ¶ 227 at page 112.

REQUEST: The words "telecommunications carrier" in Merger Commitment No. 4 mean a "telecommunications carrier " as defined in 47 USC § 153(44).

RESPONSE: AT&T Kentucky objects insofar as this request calls for a legal conclusion.

REQUEST: Sprint CLEC and Sprint PCS are each a "telecommunications carrier" as defined in 47 USC § 153(44) and as that term is used in Merger Commitment No. 4.

RESPONSE: AT&T Kentucky objects to this request as it calls for a conclusion of law regarding the legal status of a party unaffiliated with AT&T Kentucky rather than a statement or opinion of fact.

REQUEST: An offer by AT&T to a telecommunications carrier pursuant to Merger Commitment No. 4 regarding a 3-year extension of the carrier's current interconnection agreement, is an offer of an interconnection term or condition as the phrase "terms and conditions" is used in 47 USC 251(c)(2)(D) and 47 CFR 51.305(4).

RESPONSE: AT&T Kentucky objects insofar as this request calls for a conclusion of law rather than a statement or opinion of fact.

REQUEST: Pursuant to Merger Commitment No. 4, 47 USC 251(c)(2)(D) and 47 CFR 51.305(4), AT&T cannot discriminate regarding an interconnection term or condition that it offers requesting telecommunication carriers.

RESPONSE: AT&T Kentucky objects insofar as this request calls for conclusions of law rather than statements or opinions of fact.

REQUEST: Soon after the FCC approved Merger Commitments were publicly announced on December 29, 2006, the Parties considered the impact of the Merger Commitments upon their pending interconnection agreement negotiations. AT&T acknowledged that, pursuant to the Interconnection Merger Commitment No. 4, Sprint can extend its current Interconnection agreement for three years. The Parties disagree, however, regarding the commencement date for such 3-year extension.

(Petition ¶ 13; Answer ¶ 17).

RESPONSE: Admit.

REQUEST: By letter dated March 20, 2007, Sprint advised AT&T in writing that Sprint considers the Merger Commitments to constitute AT&T's latest offer for consideration within the Parties' current 251/252 negotiations that supersede or may be viewed in addition to any prior offers BellSouth has made to the contrary. Pursuant to the express terms on Interconnection Merger Commitment No. 4, Sprint requested an amendment to Section 2 of the Parties' current month-to-month interconnection agreement that:

- a) Converts the Agreement from its current month-to-month term and extends it three years from the date of the March 20, 2007 request to March 19, 2010; and,
- b) Provides that the Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision of the Agreement; and,
- c) Since the Agreement has already been modified to be TRRO compliant and has an otherwise effective change of law provision, recognizes that all other provisions of the Agreement, as amended, shall remain in full force and effect.

Sprint further provided and requested AT&T to execute and return no later than Friday, March 30, 2007, two copies of Sprint's proposed Amendment to implement Sprint's request regarding Interconnection Merger Commitment No. 4. Sprint's March 20, 2007 letter and proposed Amendment are attached to the Petition as Exhibit C.

(Petition ¶ 14; Answer ¶ 14).

RESPONSE: Admit, except that the correct Answer paragraph number is Answer ¶ 18, not Answer ¶ 14.

REQUEST: On March 21, 2007, AT&T acknowledged both electronic and hard-copy receipt of Sprint's March 20, 2007 letter and proposed Amendment.

(Petition ¶ 15, first sentence; Answer ¶ 19).

RESPONSE: Admit.

REQUEST: Pursuant to the 3rd and 4th Amendments of the Sprint ICA, at pages 815 and 833, the Sprint ICA General Terms and Conditions-Part A Section 2 currently provides:

2. Term of Agreement

2.1 The term of this Agreement shall be from the effective date as set forth above and shall expire as of December 31, 2004. Upon mutual agreement of the Parties, the term of this Agreement may be extended. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 3.1 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis.

RESPONSE: Admit.

REQUEST: Pursuant to the 3rd Amendment of the Sprint ICA, at pages 815 - 816, the Sprint ICA General Terms and Conditions-Part A Section 3 currently provides:

3. Renewal

- 3.1 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement).
- 3.2 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 3.1 above the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 3.3 Notwithstanding the foregoing and except as set forth in Section 3.4 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, or the parties have not mutually agreed where permissible, to extend, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Sprint pursuant to BellSouth's then current standard interconnection agreement or Sprint may exercise its right under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement become effective as between the Parties or Sprint adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement,

REQUEST (Cont.):

and the terms of such Subsequent Agreement shall be effective as of the effective date stated in the Subsequent Agreement.

- 3.4 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

RESPONSE: Admit.

REQUEST: As of January 1, 2005, the Sprint ICA converted to a month-to-month term.

RESPONSE: AT&T Kentucky objects to this request insofar as it is vague, contains terms subject to multiple interpretations and calls for a conclusion of law.

REQUEST: The Sprint ICA is deemed extended on a month-to-month basis.

RESPONSE: AT&T Kentucky objects to this request insofar as it is vague, contains terms subject to multiple interpretations and calls for a conclusion of law rather than statement or opinion of fact.

REQUEST: Kentucky Revised Statutes Chapter 278 authorizes the Kentucky Public Service Commission to establish terms and conditions of interconnection, and to arbitrate any dispute regarding interpretation of interconnection terms and conditions.

RESPONSE: Admit.

REQUEST: The *FCC ORDER* did not and cannot divest the jurisdiction of the Kentucky Public Service Commission to establish terms and conditions of interconnection, and to arbitrate any dispute regarding interpretation of interconnection terms and conditions.

RESPONSE: AT&T Kentucky objects insofar as this request calls for a conclusion of law rather than statement or opinion of fact.