

COMMONWEALTH OF KENTUCKY

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BEFORE THE PUBLIC SERVICE COMMISSION

JUN 22 2007

PUBLIC SERVICE COMMISSION

In the Matter Of:

PETITION OF SPRINT COMMUNICATIONS)	
COMPANY L.P. AND SPRINT SPECTRUM L. P. D/B/A)	Case No.
SPRINT PCS FOR ARBITRATION OF RATES, TERMS)	2007-00180
AND CONDITIONS OF INTERCONNECTION WITH)	
BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A)	
AT&T KENTUCKY D/B/A AT&T SOUTHEAST)	

FIRST SET OF REQUESTS FOR INFORMATION OF SPRINT COMMUNICATIONS COMPANY L.P. AND SPRINT SPECTRUM L.P. TO BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY

Petitioners Sprint Communications Company L.P. and Sprint Spectrum L.P. (collectively, "Sprint") propound this First Set of Requests For Information ("Requests") to BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's ("AT&T"), pursuant to Appendix A of the Kentucky Public Service Commission ("Commission") *Order* issued in the above captioned case on May 25, 2007 ("*May 25 Order*") and Kentucky Civil Procedure Rule 36. Pursuant to the Commission's *May 25 Order*, responses or objections to these Requests are to be filed with the Commission and served upon Sprint no later than July 6, 2007.

DEFINITIONS AND INSTRUCTIONS

1. "Sprint CLEC" means Petitioner Sprint Communications Company L.P.
2. "Sprint PCS" means Petitioner Sprint Spectrum L.P. d/b/a Sprint PCS.
3. "AT&T", "you", "your" or "Respondent" means BellSouth Telecommunications Inc. d/b/a AT&T Kentucky d/b/a AT&T Southeast separately and

individually, its predecessor(s), if any, as well as its divisions, parent and subsidiary entities, all related companies, and the officers, directors, employees, agents, representatives, and other personnel thereof, and any entity through which AT&T provides telecommunications service in Kentucky.

4. “Parties” means, collectively, Sprint and AT&T.

5. When referring to the Parties’ interconnection agreement, “ICA”, “Sprint ICA”, “2001 ICA” or “Interconnection Agreement” each mean the interconnection agreement AT&T and Sprint previously entered into that was initially approved by the Commission in Case No. 2000-480, as amended, and, as of the filing of AT&T’s Motion And Answer in this case on June 1, 2007, AT&T admits was viewable on AT&T’s website at:

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

6. “FCC” means the Federal Communications Commission.

7. “*FCC Order*” or “*Order*” means the FCC *Memorandum Opinion and Order* in the case styled *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, WC Docket No. 06-74, adopted December 29, 2006 and released March 26, 2007.

8. “Merger Conditions” or “Merger Commitments” mean the conditions and commitments as set forth by the FCC in APPENDIX F of the *FCC Order*.

9. “Merger Commitment No. 4” means the following Merger Commitment identified in the *FCC Order*, APPENDIX F under “Reducing Transaction costs Associated with Interconnection Agreements”, paragraph 4:

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.

10. "Communication" or "communications" means all meetings, conversations, conferences, discussions, correspondence, messages, telegrams, telefax, mailgrams, and all oral and written expressions or other occurrences whereby thoughts, opinions or data are transmitted between two or more persons.

11. "Documents" as used herein means every original and every non-identical copy of any original of all mechanically written, handwritten, typed or printed material, electronically stored data, microfilm, microfiche, sound recordings, films, photographs, slides, and other physical objects of every kind and description containing stored information, including but not limited to, all transcripts, letters, notes, memoranda, tapes, records, telegrams, periodicals, pamphlets, brochures, circulars, advertisements, leaflets, reports, research studies, test data, working papers, drawings, maps, sketches, diagrams, blueprints, graphs, charts, diaries, logs, agreements, contracts, rough drafts, analyses, ledgers, inventories, financial information, books of account, understandings, minutes of meetings, minute books, resolutions, assignments, computer printouts, purchase orders, invoices, bills of lading, written memoranda or notes of oral communications, and any other tangible thing of whatever nature.

12. "Identify" or "state the identity of" means:

(a) In the case of a person, to state the name; last known residence; employer or business affiliation; and occupation and business position held.

(b) In the case of a company, to state the name; if incorporated, the place of incorporation; the principal place of business; and the identity of the person(s) having knowledge of the matter with respect to which the company is named.

(c) In the case of a document, to state the identity of the person(s) who prepared it; the sender and recipient; 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 of a legal authority, to state whether such authority is contained in a published legal decision and, if so, provide a copy of such published legal decision or a standard citation sufficient to enable such authority to be located by the Commission and Sprint.

13. "Person" or "Persons" means any individual, association, partnership, corporation, firm, organization, or entity.

14. "Telecommunications carrier" has the meaning defined in 47 USC § 153(44).

15. If you object to any Request, or otherwise withhold responsive information because of the claim of privilege, work product, or other grounds:

(a) identify the Request to which objection or claim of privilege is made;

(b) state whether the information is found in a document, 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) identify the information withheld by description of the topic or subject matter, the date of the communication, and the participants; and

(e) identify all persons having knowledge of any facts relating to your claim of privilege.

16. If you object to any portion of a Request, explain your objection and answer the remainder.

17. The information requested herein is intended to include all knowledge and information of Respondent in its corporate capacity, and includes, unless otherwise specifically indicated, its predecessors, agents, legal representatives, divisions, subsidiary entities, both controlled and wholly-owned, and all other related companies

(as defined by 15 U.S.C. § 1127), and the past and present officers, directors, employees, agents, representatives, attorneys and other personnel thereof, as well as each entity through which Respondent provides telephone service in Kentucky.

18. These Requests are deemed continuing in nature, requiring Respondent to serve upon Petitioners further responses promptly after Respondent has acquired additional knowledge or information.

REQUEST FOR ADMISSIONS

Sprint hereby requests, for the purpose of this pending Case 2007-00180, that AT&T:

- a) admit the truth of each statement(s) of fact or application of law to fact(s) set forth in the following separately numbered paragraphs; and,
- b) to the extent AT&T's response is anything other than to unqualifiedly admit the statement(s) contained in a given numbered paragraph, then AT&T is requested to identify each fact, document and legal authority upon which AT&T relies to deny the statement(s) contained in such numbered paragraph:

Request for Admission No. 1: 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).

Request for Admission No. 2: 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).

Request for Admission No. 3: 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).

Request for Admission No. 4: The words “telecommunications carrier” in Merger Commitment No. 4 mean a “telecommunications carrier” as defined in 47 USC § 153(44).

Request for Admission No. 5: 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.

Request for Admission No. 6: 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).

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

Request for Admission No. 7: 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.

Request for Admission No. 8: 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 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).

Request for Admission No. 9: 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 of 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).

Request for Admission No. 10: 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).

Request for Admission No. 11: 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.

Request for Admission No. 12: Pursuant to the 3rd Amendment of the Sprint ICA, at page 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, 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.

Request for Admission No. 13: As of January 1, 2005 the Sprint ICA converted to a month-to-month term.

Request for Admission No. 14: The Sprint ICA is deemed extended on a month-to-month basis.

Request for Admission No. 15: 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.

Request for Admission No. 16: 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.

Respectfully submitted this 22nd day of June, 2007.

*John N. Hughes by Joe Chiarelli with
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Certificate of Service

I certify that copy of this First Set of Requests for Information of Sprint Communications Company L.P. and Sprint Spectrum L.P. to BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky was served by first class mail the 22nd day of June, 2007 on:

Mary K. Keyer
General Counsel – Kentucky
AT&T Kentucky
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Louisville, KY 40202

- and -

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