COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matters of:

PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY AND SPRINT SPECTRUM L.P., NEXTEL WEST CORP., AND NPCR, INC. D/B/A NEXTEL PARTNERS	)	Case No. 2010-00061
And		
PETITION FOR ARBITRATION OF INTERCONNECTION AGREEMENT BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY AND SPRINT COMMUNICATIONS COMPANY L.P.	)	Case No. 2010-00062

JOINT RESPONSE OF SPRINT SPECTRUM L.P., NEXTEL WEST CORP., NPCR, INC. D/B/A NEXTEL PARTNERS AND SPRINT COMMUNICATIONS COMPANY L.P. TO BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T KENTUCKY'S DUPLICATIVE PETITIONS FOR SECTION 252(b) ARBITRATION

Sprint Spectrum L.P. on behalf of itself and as agent and General Partner of WirelessCo, L.P., and SprintCom, Inc., jointly d/b/a Sprint PCS ("Sprint PCS"), Nextel West Corp. ("Nextel"), NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners"), and Sprint Communications Company L.P., pursuant to 47 U.S.C. § 252(b)(3), provide the following additional information as their joint response ("Joint Response") to the duplicative Petitions[1] filed by BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T" or "AT&T Kentucky") in the respective, above-captioned matters pending before the Kentucky Public Service Commission ("Commission").

[1] *See and cf.*: *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky and Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc. d/b/a Nextel Partners*, filed February 12, 2010 and assigned Case No. 2010-00061 ("Wireless Pet.") and *Petition For Arbitration of Interconnection Agreement Between BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky and Sprint Communications Company L.P.*, filed February 12, 2010 and assigned Case No. 2010-00062 ("Wireline Pet.").

Sprint PCS, Nextel, Nextel Partners and Sprint Communications Company L.P. are affiliated subsidiaries under the same parent, Sprint Nextel Corporation. Sprint PCS, Nextel and Nextel Partners (collectively the "Sprint wireless" entities) provide wireless service pursuant to licenses issued by the Federal Communications Commission ("FCC"). Sprint Communications Company L.P. provides telecommunications services in Kentucky as an authorized competitive local exchange carrier ("Sprint CLEC").[2] Collectively, the Sprint wireless entities and Sprint CLEC are referred to in this Joint Response as "Sprint". For the reasons further explained below and in Sprint's contemporaneously filed Motion to Consolidate, Sprint requests the Commission schedule an Informal Conference with Commission Staff and issue an Order that:

- Consolidates Case Nos. 2010-00061 and 2010-00062 for all purposes;
- Directs the parties to further confer, create and file a consolidated wireless/wireline issues matrix/decision point list by a specified date that includes a side-by-side presentation of respectively proposed contract language and positions, and affirmatively identifies all contract language that (a) is not in dispute, (b) was in dispute but has been resolved, and (c) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services ("Consolidated Joint DPL");
- Directs the parties to negotiate for forty-five (45) days following the filing of a Consolidated Joint DPL; and,
- Schedules a subsequent Informal Conference sixty (60) days after the filing of a Consolidated Joint DPL to address further processing of these proceedings with respect to those Consolidated Joint DPL issues that remain unresolved as of that date.

[2] Sprint Communications Company L.P. also provides interexchange services in Kentucky but those services are not at issue in these proceedings.

INTRODUCTION

Sprint's existing interconnection agreement with AT&T (the "Sprint ICA") enables interconnection between both Sprint's wireless networks and CLEC network, and AT&T's incumbent local exchange carrier ("ILEC") network. Anticipating expiration of the Sprint ICA, Sprint sent AT&T a collective request to negotiate a new ICA that used the existing Sprint ICA as the starting point for such negotiations. That request was intended to obtain the benefit of the AT&T and BellSouth 2006 promise to the FCC that if permitted to merge, then the new AT&T ILECs would in the future *reduce transaction costs* associated with interconnection agreements.[3] Despite that promise, AT&T has embarked on a strategy that *doubles* rather than *reduces* the costs to the parties and the Commission to establish a new ICA between Sprint and AT&T.

AT&T Merger Commitment No. 3 states "The AT&T/BellSouth ILECs shall allow a requesting telecommunications carrier to uses its pre-existing interconnection agreement as the starting point for negotiating a new agreement." AT&T has disregarded that commitment by rejecting a targeted negotiation and arbitration that could have served to "update" the Sprint ICA. Indeed, it would have been rational and economical to address industry changes that are driving a transition away from distinctly traditional end-to-end, circuit-switched telecommunications networks and towards unified communication networks, including those that use evolving internet-protocol ("IP") technologies. Instead, AT&T is attempting to compel Sprint to have two traditional-type ICAs with AT&T, *i.e.*, a wireless-only ICA and a wireline-only ICA. In light of the evolution away from traditional circuit-switched networks it is, however, purely habitual for

[3] *See In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control,* Memorandum Opinion and Order, 22 FCC Rcd 5662, APPENDIX F, "**Reducing Transaction Costs Associated with Interconnection Agreements**" paragraph No. 3, ("AT&T Merger Commitment No. 3").

AT&T to require separate agreements, particularly when such agreements should be more alike than different.

Sprint is entitled to one ICA with AT&T that supports unified interconnection arrangements and the exchange of all interconnection traffic (telecommunications and information services traffic exchanged over the same arrangements[4] – be it wireless, wireline and/or IP-enabled traffic) between Sprint and AT&T. Alternatively, even if the parties were to ultimately use the "form" of two contracts, except in very limited areas where either Sprint may consent to (or the FCC has expressly provided for) disparate treatment based upon "wireless" or "wireline" telecommunications concepts, Sprint is still entitled to consistent and non-discriminatory terms and conditions in any ICA(s) it enters into with AT&T. The end result of recognizing this fundamental right is that whether one or two contracts are used, the vast majority of the language should be exactly the same in each contract so that Sprint is still able to have unified interconnection arrangements under which it can exchange all interconnection traffic with AT&T.

Against that background, AT&T has purposefully failed to advise the Commission of the entire scope of the parties' unresolved issues (including the one vs. two contract issue) that have contributed to the mass of unresolved issues. Instead, AT&T has unilaterally filed duplicative Petitions in an attempt to predetermine the one vs. two-contract issue. In addition to its duplication, a fundamental problem with AT&T's actions has been its refusal to affirmatively identify and justify on a side-by-side, issue by issue and language-specific basis within a consolidated decision point list ("DPL") all of the differential treatment that it seeks to impose upon Sprint. The duplication and complication caused by AT&T's approach translates into a

[4] *See* 47 C.F.R. § 51.100(b), which provides: "A telecommunications carrier that has interconnected or gained access under sections 251(a)(1), 251(c)(2), or 251(c)(3) of the Act, may offer information services through the same arrangement so long as it is offering telecommunications services through the same arrangement as well."

direct waste of the parties' and the Commission's time and resources. The alternative, which Sprint supports, is a consolidated proceeding that requires affirmative, side-by-side comparisons and justification of any AT&T differential treatment as to the different Sprint entities.

For the reasons set forth above and explained in greater detail below, Sprint believes a reasonable path forward should include an Informal Conference with Commission Staff, followed by an order of the Commission that: consolidates Case Nos. 2010-00061 and 2010-00062 for all purposes; directs the parties to further confer, create and file a Consolidated Joint DPL by a specified date; directs the parties to further negotiate for forty-five (45) days following the filing of the Consolidated Joint DPL; and, schedules a subsequent informal conference sixty (60) days after the filing of the Consolidated Joint DPL to address further processing of these proceedings with respect to those Consolidated Joint DPL issues that remain unresolved as of that date.

I. Initiation of Negotiations and Significance of the One vs. Two Contract Issue.

The Sprint ICA that Sprint PCS, Sprint CLEC and AT&T operate under is a Commission-approved agreement that became effective in January, 2001. Pursuant to further Commission approval, Nextel and Nextel Partners adopted the Sprint ICA as their ICA with AT&T, effective January, 2008. In the summer of 2009, Sprint sent AT&T written notice to initiate negotiations for a new agreement, which expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T") using the parties'

pre-existing Kentucky interconnection agreement ("Kentucky ICA") as the starting point for such negotiations. [Emphasis added][5]

Sprint expected AT&T to respond with targeted edits to the existing Sprint ICA directed at specific subjects that might reasonably need updating based upon evolving industry interconnection-related developments. Such a common-sense approach would have been the springboard for efficient, good-faith negotiations to reach either a new ICA or the identification of a reasonable volume of truly substantive unresolved issues for arbitration. Rather than pursue targeted edits to the existing Sprint ICA, in furtherance of its effort to force Sprint into the prospective use of two separate and distinct ICAs, AT&T separated the Sprint ICA into two sets of redlines, *i.e.*, a set of "wireless" ICA redlines that AT&T directed to Sprint for its wireless entities, and a set of "wireline" ICA redlines that AT&T directed to Sprint for its CLEC.

AT&T's "redlines" essentially reflected AT&T's "starting point" to be AT&T's generic "wireless" terms and conditions as its wireless ICA redline, and AT&T's generic "wireline" terms and conditions as its wireline ICA redline. *Although Sprint has identified numerous inconsistencies, AT&T has never affirmatively identified exactly where all the differences exist in its two sets of redlines, nor has AT&T eliminated inconsistencies in sections of general applicability.* Instead, AT&T has simply left it to Sprint to ferret out any and all differences no matter how small, large, significant or insignificant and turn them into "issues". Unfortunately, the tedious, duplicative and complicated reviews that flow from AT&T's insistence on imposing separate contracts without identifying and justifying any differing treatment in its redlines has prevented good-faith negotiations as to any substantive, meaningful issues.

Pursuant to the Act[6], Sprint is entitled to interconnection arrangements that enable, among other things:

[5] *See* Sprint contract negotiator Fred Broughton's June 22, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet.

1) Efficient and appropriately priced network interconnections for, and the exchange of traffic associated with, both telecommunications services and information services;[7] and,

2) Sprint's ability to use such interconnection arrangements to provide any services that Sprint is legally allowed to provide to its customers (*e.g.*, wholesale interconnection services to other carriers[8]).

There is no legal basis for AT&T to restrain Sprint's rights to obtain and use interconnection arrangements for either of the above purposes based on whether Sprint uses wireless or wireline technology to provide services to Sprint's retail or wholesale customers. While there are a handful of interconnection-related issues that may require different treatment based on whether Sprint is providing traditional wireless or wireline telecommunications services[9], the existence of the Sprint ICA demonstrates that such issues can be easily and clearly addressed in a single ICA through the use of limited "wireless-specific" or "CLEC-specific" provisions.

Based on the foregoing, Sprint's position is simple: absent Sprint's consent as the requesting carrier or FCC authorization as to a specific issue, it is not appropriate for AT&T to impose different contract treatment/language on Sprint in either one or two separate contracts based on the identity of or the technology used by a given Sprint entity. Sprint is entitled to a single ICA with AT&T; and, even if two ICAs were determined by the Commission to be required, Sprint is entitled to identical language in each ICA with any technology-related differences specified within applicable provisions of each ICA. AT&T's attempt to force

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[6] *See generally,* the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. §§ 251, 252, 332 and the FCC's Rules implementing such provisions of the Act.

[7] *See* 47 C.F.R. § 51.100(b).

[8] *See, In the Matter of: Time Warner Cable Request for Declaratory Ruling that Competitive Local Exchange Carriers May Obtain Interconnection Under Section 251 of the Communications Act of 1934, as Amended, to Provide Wholesale Telecommunications Services to VoIP Providers*, Memorandum Opinion And Order, WC Docket No. 06-55, 22 FCC Rcd 3513 (March 1, 2007).

[9] *See e.g.*,47 C.F.R. § 51.701(b)(1) and (b)(2) regarding the use of different calling scopes for telecommunications traffic subject to reciprocal compensation, and restrictions regarding the use of unbundled network elements for solely wireless purposes.

separate agreements upon Sprint, without identifying and justifying the differences in its positions, perpetuates inconsistent and discriminatory treatment by AT&T in its dealings with Sprint (as well as with other competing multi-technology carriers). As discussed in Sprint's Motion to Consolidate, this is wasteful and can result in inconsistent resolutions as to any number of issues.

Pursuant to 47 U.S.C. § 251(c), AT&T has multiple duties to provide interconnection-related services at rates, and on terms and conditions that are just, reasonable and nondiscriminatory. Examples that merely scratch the surface of the duplication and inconsistencies in AT&T's two redlines and resulting filed DPLs / proposed contract language are further explained in the next section of this Joint Response. It is not, however, fair, just, reasonable or otherwise consistent with the Act's anti-discrimination policies to require Sprint or the Commission to ferret out all of the AT&T inconsistencies *which may, or may not*, exist as a result of AT&T's view of what it can do under any concept of "justifiable" discrimination. The point is, if AT&T seeks to impose inconsistent or discriminatory treatment upon Sprint entities pursuant to different contract terms and conditions, the burden should fall squarely upon AT&T to clearly and affirmatively identify and justify the basis for any differential treatment/language that it proposes, including whether or not such differences are based upon Sprint's use of wireless or wireline technology.

II. Unnecessary Duplication and Inexplicable Inconsistencies in AT&T's Approach.

Prior to filing its two separate Petitions, AT&T well knew Sprint's position that any arbitration DPL matrix needed to fairly present: 1) *all issues in the same DPL*, regardless of how AT&T might seek to characterize a given issue as a "wireless" or "wireline" issue; 2) the parties' respective proposed language presented on a "side-by-side" basis; and, 3) all undisputed or

previously disputed but resolved language to ensure accurate documentation of what is "resolved" between the parties or remains disputed and, therefore, "unresolved." Sprint provided AT&T a draft DPL that demonstrated exactly how this could be done, which included Sprint's populated information as of that time. Prior to AT&T's filings, however, Sprint was not told of AT&T's intentions and was not provided an opportunity to review AT&T's separate DPLs in which it has incorporated some but not all of Sprint's provided materials. Instead, AT&T rejected Sprint's approach of a consolidated DPL and filed its two separate DPLs.

AT&T's DPLs are not consistent in how they present competing language, in some places showing competing language as "stacked" (resulting in competing provisions being visually separated, thereby hindering comparison to confirm either accuracy or substantive differences between provisions), and then in other sections showing differences only through "inter-lineated" text comparison. Neither AT&T approach provides a simple side-by-side comparison of competing language *in context*. Additionally, neither AT&T DPL expressly identifies all of the provisions where affirmative resolution appears to exist based on either party's acceptance of the other's proposed language or position. Further, the inconsistencies in AT&T's DPLs are not limited to problems of mere presentation of disputed language or lack of identification of resolved language. Even a cursory review of AT&T's separate DPLs confirms that AT&T takes inexplicably inconsistent positions as to *the same Sprint-proposed contract language even in the absence of any potential wireless vs. wireline concerns.*

Attached hereto as Sprint **Exhibit 1** is Sprint's proposed DPL format. Aside from some clean up edits and added cross-references to "map" where Sprint's proposed issues, contract language and summary position statements appear to be stated in each of AT&T's DPLs, the substance of Sprint Exhibit 1 is the last of the Sprint pre-filing material that was provided to

AT&T on February 2, 2010. Pursuant to the parties' agreement, all Sprint material provided by February 2, 2010 was to be incorporated into the Kentucky arbitration petition to be filed by AT&T.

Setting aside the one vs. two contract issue for a moment, comparison of passages from the very first "Recitals" and "Scope" issue in each of AT&T's DPLs with the corresponding language in Sprint Exhibit 1 demonstrates that AT&T depicts some language as AT&T-proposed in **bold and underline** and Sprint-proposed in ***bold and italic*** to thereby reflect a complete dispute over such provisions in AT&T's "wireless" DPL. But, at the same time, AT&T depicts the same provisions as a very narrow dispute in its "wireline" DPL - thereby reflecting AT&T's acceptance in one DPL of the exact same Sprint proposed language which AT&T otherwise inexplicably disputes in its other DPL. Further, the inconsistencies between AT&T's differing "scope" language in these same provisions appear to have nothing at all to do with whether Sprint is providing service using wireless or wireline technology:

[remainder of page intentionally left blank]

AT&T Wireless DPL Issue 1, Whereas provisions through 1st paragraph of Disputed Contract Language:	AT&T Wireline DPL Issue 1, Whereas provisions through 1st paragraph of Disputed Contract Language:	Sprint DPL corresponding Issue 5, Whereas provisions through 1st paragraph of Sprint proposed Wireless/Wireline Language:
WHEREAS, AT&T is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, and [Sprint party designation]	Whereas, AT&T is an Incumbent Local Exchange Carrier ("ILEC") authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and, [Sprint party designation]	WHEREAS, AT&T is a***n Incumbent Local Exchange Carrier ("ILEC")*** authorized to provide ***T***elecommunications ***S***ervices in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and, [Sprint party designation]
Whereas, the Parties desire to enter into an agreement for the Interconnection of their respective networks within the portions of the State in which both Parties are authorized to operate and deliver traffic for the provision of Telecommunications Services pursuant to the Telecommunications Act of 1996 and other applicable federal, state and local laws; and **WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and Facilities and provide each other services as required by the Telecommunications Act of 1996 as specifically set forth herein:**	WHEREAS the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers, and, WHEREAS, Sprint is a Telecommunications Carrier and has requested that AT&T-9State negotiate an Agreement with Sprint for the provision of **Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, *services*** pursuant to the **Telecommunications Act of 1996 (the** "Act**")** and in conformance with AT&T-9States's duties under the Act; and	WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and WHEREAS, Sprint is a Telecommunications Carrier and has requested AT&T to negotiate an Agreement with Sprint for the provision of ***services*** pursuant to the Act and in conformance with AT&T's duties under the Act; and, [Sprint NOW THEREFORE clause]
1. Purpose **This Agreement specifies the rights and obligations of the parties with respect to the establishment of local interconnection.**	**1. Purpose and Scope** ***1.1*** This Agreement specifies the rights and obligations of the parties with respect to the implementation of their respective duties under **Sections 251 and 252** of the Act.	**1. Purpose *and Scope*** ***1.1*** This Agreement specifies the rights and obligations of the Parties with respect to the ***implementation of their respective duties under the Act.*** . . . .

Based upon the foregoing, AT&T disputes of all of Sprint's introductory language to result in a very broad disagreement in the AT&T wireless DPL, yet AT&T accepts almost all of the very same Sprint language to result in very narrow disagreement over the exact same language in the AT&T wireline DPL.

Either AT&T's "right-hand" wireless-ICA team or its "left-hand" wireline-ICA team is having difficulties communicating with the other in light of the complexities in dealing with multiple documents, or AT&T is intentionally taking inconsistent positions for no reason. Put another way, AT&T's inconsistencies put it at odds with itself. Either way, the result is unnecessary duplication and complication of the negotiation and arbitration process. It is unreasonable to expect Sprint to not only propose its own redlines that clearly differentiate where technology-based differences may be applicable, but also have to rationalize differences in AT&T's materials that exist for no reason.

Mapping each Sprint issue to its respective location in the AT&T Wireline and Wireless DPL confirms that almost every Sprint issue is present in both Case No. 2010-00061 and Case No. 2010-00062.[10] The following is a non-exhaustive summary of examples of various actions that AT&T appears to have taken/not taken as to Sprint issues, which further demonstrates the need for all of Sprint's issues to be addressed in one proceeding to ensure consistency in issue-specific considerations and ultimate resolution:

- AT&T does not acknowledge and include the following three Sprint-identified and unresolved Preliminary Issues in either of AT&T's DPLs:

    1. Have the parties had adequate time to engage in good faith negotiations?

[10] *See e.g.,* Sprint Exhibit 1 collective General Terms and Conditions ("GTC") Part B collective definitions Issue 32, such as "911 Service" which cross-reference identifies same definitional dispute to exist in both AT&T Wireless and Wireline DPLs; and substantive issues, such as Sprint Exhibit 1, Attachment 3, Issue 4 regarding "Methods of Interconnection" which cross-reference maps the same Issue to AT&T Wireless Attachment 3 Issues 3 and 4 and AT&T Wireline Attachment 3 Issue 4.

2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?

3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

- As to various definitions and contract provisions, AT&T appears to have accepted Sprint proposed language or deletions, but does not note such items as "Resolved" in its DPLs.[11] Instead, AT&T appears to have intended to show such language in plain text in its proposed contract documents. As demonstrated by further categories below that note the inaccuracies in what it may depict in its DPLs as compared to its proposed contract language documents, the problem is that without a clear DPL indication as to what is "Resolved", ambiguities arise as to whether plain text language truly reflects agreed to "Resolved" language or not.

- There are numerous instances where, if a term may ultimately be determined to be necessary, in light of Sprint's position it is entitled to unified interconnection arrangements, such terms need to be included in the parties' ultimate contract(s) whether one contract or two may be used, but AT&T only includes a given provision in either its Wireline or Wireless DPL/proposed language, but not in both.[12]

- AT&T takes inconsistent positions between its two DPLs as to Sprint language, as well as inconsistent positions as between its DPL and proposed contract language.[13]

- AT&T fails to accurately depict Sprint language in one of its DPLs.[14]

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[11] *See e.g.,* Sprint Exhibit 1 definition of "Affiliate" and Sprint Attachment 3 Issue 15 (this Sprint Issue referred to two items, Dialing Parity and AT&T's "Attachment 3a – Out of Exchange-LEC". AT&T's plain text reflects the Dialing Parity language, but the Attachment 3a issue is still disputed.)

[12] *See e.g.* Sprint Exhibit 1 GTC Part B collective definitions Issue 32, such as "Building", as to which AT&T includes the term in its Wireline DPL but not in its Wireless DPL.

[13] *See e.g.* Sprint Exhibit 1, GTC Part A Issue 29 regarding "Implementation of Agreement" provisions, and *see and cf.* AT&T Wireless Issue 9 and Wireline Issue 13, and corresponding proposed contract sections 33. AT&T inconsistently shows disputed language in wireless DPL as to section 33.1 as compared to its proposed contract (which shows it as plain text), and takes inconsistent positions on what it accepts in 33.2 as between its two DPLs (wireless DPL shows all language disputed, wireline DPL the majority is undisputed) and proposed contracts (wireless contract shows all as plain text, and wireline showing majority as plain text undisputed).

[14] Sprint Exhibit 1, Attachment 3, Issues 16 and 17 regarding whether there need to be two or more "Authorized Service traffic categories" and, depending on the answer to that question, how to describe the necessary categories, and *see and cf.* AT&T Wireless Attachment 3 Issue 14 and Wireline Attachment 3 Issue 14, but the Wireline DPL Issue 14 does not accurately depict Sprint's language.

It is premature and cumbersome to deal with proposed contract documents in addition to a DPL. However, requiring the parties to use and populate a side-by-side presentation of the parties' respective language in a single DPL will drive four things to further a fair and simple airing of issues in these proceedings. First, it will force AT&T to identify and reconcile inconsistencies *as between AT&T's own positions regarding the same language*. Second, it will force AT&T to identify and justify those instances where AT&T contends it is entitled to impose different treatment upon Sprint. Third, it will force the parties to use a consolidated document that each should be entitled to review to ensure their respective positions are being accurately depicted *before such document is ever filed with the Commission.* And fourth, it will force the parties to avoid any ambiguity over what has or has not been agreed to by requiring them to clearly set forth a) the confirmed "resolved" language between the parties, and b) the disputed, "unresolved" language between the parties on a side-by-side basis to permit review of such language.

III. Sprint's Preliminary Issues and a Proposed Path Forward.

Pursuant to 47 U.S.C. § 252(b) (2), AT&T had a duty to include in any petition it filed: "(i) the unresolved issues; (ii) the position of each of the parties with respect to those issues; and, (iii) any other issue discussed and resolved by the parties." The parties never discussed the filing of two separate petitions, and Sprint never authorized AT&T to simply leave out anything, much less leave out the following three Sprint-identified and unresolved Preliminary Issues:

1. Have the parties had adequate time to engage in good faith negotiations?
2. When can AT&T require Sprint Affiliated entities to have different contract provisions regarding the same Issues, or even entirely separate Agreements, based upon the technology used by a given Sprint entity?
3. Should defined terms not only be consistent with the law, but also consistently used through the entire Agreement?

Sprint's first Preliminary Issue exists because, as a practical matter, there has been little negotiation due to the sheer effort in dealing with AT&T's duplicative, inconsistent redlines. AT&T has yet to agree to a consolidated DPL presentation that will drive such inconsistencies out of the process. However, if the parties are required to use a Consolidated Joint DPL, Sprint believes a large volume of the "brush" issues may indeed get cleared out, which can lead to real negotiation and, hopefully, a more limited, manageable volume of remaining unresolved "core" issues.

Sprint's second Preliminary Issue is the one vs. two contract issue that AT&T has simply chosen to ignore.

Sprint's third Preliminary Issue exists, again, for the purpose of driving consistency into whatever agreement(s) ultimately control(s) the parties' relationship. As it stands right now, as demonstrated above, AT&T is not even internally consistent in whether it will or will not describe itself in the same way in an opening "Whereas" paragraph (i.e., AT&T insists on calling itself simply a "local exchange telecommunications company" in its proposed wireless documents, even though its agrees with Sprint's language in the same "Whereas" paragraph in AT&T's proposed wireline documents that describes AT&T as "an Incumbent Local Exchange Carrier ('ILEC')", using Act-specific terminology).

By its actions, AT&T attempted to force a pre-determination that Sprint is not entitled to either: a) a single ICA between Sprint and AT&T; or b) two contracts that are essentially identical in order to support the principles of unified, non-discriminatory interconnection between Sprint and AT&T, regardless of the technology Sprint may use to provide its services. The parties and the Commission are, however, entitled to a non-duplicative, complete presentation of the issues that promotes a prompt and consistent, Act-compliant resolution.

Sprint submits that a reasonable approach to moving forward to reach such a resolution is a Commission Order that:

- Consolidates Case Nos. 2010-00061 and 2010-00062 for all purposes;
- Directs the parties to further confer, create and file a Consolidated Joint DPL by a specified date that includes a side-by-side presentation of respectively proposed contract language and positions, and affirmatively identifies all contract language that (a) is not in dispute, (b) was in dispute but has been resolved, and (c) either party contends should be different as between the Sprint entities based on the technology used by Sprint in providing its services;
- Directs the parties to further negotiate for an additional forty-five (45) days following the filing of the Consolidated Joint DPL; and,
- Schedules a follow-up Informal Conference sixty (60) days after the filing of a Consolidated Joint DPL to address the further processing of these proceedings with respect to those Consolidated Joint DPL issues that remain unresolved as of the follow-up Informal Conference date.

IV. Sprint's Joint Response to Allegations Contained in AT&T's Wireless and Wireline Petition Numbered Paragraphs.

Notwithstanding the fact AT&T has filed two separate Petitions, Sprint made a collective request to negotiate with AT&T for one Subsequent Agreement (as that term is defined in General Terms and Conditions – Part A, Section 3 of the parties' current ICA).[15] Aside from the allegations in each Petition that identify the respective Sprint entities, and AT&T's split of "Sprint" into "Sprint CMRS" and "Sprint CLEC", the substantive allegations contained in each

[15] *See* Sprint contract negotiator Fred Broughton's June 22, 2009 letter to AT&T contract negotiators Lynn Allen-Flood and Randy Ham, a copy of which is attached as Exhibit A to Wireless Pet. / Wireline Pet. and expressly states:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations ***for a Subsequent Agreement*** (as defined in Section 3) with BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky ("AT&T") using the parties' pre-existing Kentucky interconnection agreement ("Kentucky ICA") as the starting point for such negotiations. [Emphasis added].

AT&T Petition are otherwise identical. For the sake of clarity, Sprint has repeated each AT&T allegation below, specifically identifying the corresponding Petition paragraph numbering and AT&T's Sprint-party name distinctions, and then provides Sprint's collective response to each of AT&T's numbered paragraph allegations:

A. STATEMENT OF FACTS

Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1: AT&T Kentucky is a corporation organized and existing under the laws of the State of Georgia, maintaining its principal place of business in Kentucky at 601 W. Chestnut Street, Louisville, Kentucky. AT&T Kentucky is an incumbent local exchange carrier ("ILEC") as defined in 47 U.S.C. § 251(h) and is certified to provide telecommunications services in the Commonwealth of Kentucky.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 1 / Wireline Pet. ¶ 1.

Wireless Pet. ¶ 2: Sprint Spectrum L.P. ("Sprint PCS") is a Delaware limited partnership and acts as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, and SprintCom, Inc., a Kansas corporation, and certain other entities.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 2.

Wireless Pet. ¶ 3: Nextel West Corp. ("Nextel West") is a Delaware corporation.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 3.

Wireless Pet. ¶ 4: NPCR, Inc. d/b/a Nextel Partners ("Nextel Partners") is a Delaware Corporation.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 4.

Wireless Pet. ¶ 5: Sprint PCS, Nextel West and Nextel Partners are providers of commercial mobile radio service ("CMRS") and are authorized by the Commission to provide telecommunications service in Kentucky. Each is a "telecommunications carrier" under the 1996 Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations in Wireless Pet. ¶ 5 that Sprint PCS, Nextel West and Nextel Partners are providers of commercial mobile radio service ("CMRS"), that each provide telecommunications service in Kentucky, and that each is a "telecommunications carrier" under the 1996 Act with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas 66251, but denies the remaining allegations contained in Wireless Pet. ¶ 5. Sprint further affirmatively states that Sprint PCS, Nextel West and Nextel Partners provide wireless service in Kentucky pursuant to licenses issued by the FCC, and that they are each parties to or have adopted the Sprint ICA as approved by the Commission pursuant to the Act.

Wireline Pet. ¶ 2: Sprint Communications Company L.P., a Delaware limited partnership, is a competitive local exchange carrier under the 1996 Act and is authorized by the Commission to provide telecommunications service in Kentucky. Sprint CLEC is a "telecommunications carrier" under the 1996 Act and its principal place of business is 6200 Sprint Parkway, Overland Park, Kansas 66251.

Sprint Joint Response: Sprint admits the allegations contained in Wireline Pet. ¶ 2.

Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3: AT&T Kentucky and [**Sprint PCS / Sprint CLEC**] are currently parties to an ICA that was initially approved on June 25, 2002, by the Commission in Case No. 2000-00480, and, by mutual agreement, was amended from time to time. The amendments were filed with and approved by the Commission. That ICA was subsequently extended by Commission Order dated November 7, 2007, in Case No. 2007-00180, and its term expired on December 28, 2009. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence, the second sentence and that portion of the third sentence in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3 leading up to and including the phrase "in Case No. 2007-00180." Sprint further affirmatively states that the ICA referred to in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3 is the same ICA referred to throughout this Joint Response as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on December 28, 2009, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 6 / Wireline Pet. ¶ 3.

Wireless Pet. ¶ 7: AT&T Kentucky and Nextel West are currently parties to an ICA that was adopted by Nextel West, pursuant to the Commission's Order in Case No. 2007-00255 issued on February 18, 2008. The ICA's term expired on December 28, 2009. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no

termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 7. Sprint further affirmatively states that the "adopted" ICA referred to in Wireless Pet. ¶ 7 is the same ICA referred to throughout this Joint Response as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on December 28, 2009, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 7.

Wireless Pet. ¶ 8: AT&T Kentucky and Nextel Partners are currently parties to an ICA that was adopted by Nextel Partners, pursuant to the Commission's Order in Case No. 2007-00256 issued on February 18, 2008. The ICA's term expired on December 28, 2009. Pursuant to the terms of the ICA, however, the ICA remains in effect after its term expires (assuming no termination for breach of the ICA or otherwise) until a new ICA is negotiated and signed by the parties.

Sprint Joint Response: Sprint admits the allegations contained in the first sentence in Wireless Pet. ¶ 8. Sprint further affirmatively states that the "adopted" ICA referred to in Wireless Pet. ¶ 8 is the same ICA referred to throughout this Joint Response as the Sprint ICA, and to which AT&T, Sprint PCS and Sprint CLEC are all parties; that the most recent multi-year term of the Sprint ICA expired on December 28, 2009, but the agreement continues as provided therein on a month-to-month basis until a Subsequent Agreement becomes effective; and, that Sprint denies the remaining allegations contained in Wireless Pet. ¶ 8.

Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4: In anticipation of the expiration of the current ICA, and pursuant to the terms of that ICA, **[Sprint CMRS / Sprint CLEC]** sent AT&T Kentucky a written request for negotiation of a new interconnection agreement on June 22, 2009. **[Sprint CMRS / Sprint**[16]**]** requested that the current interconnection agreement between AT&T and **[Sprint CMRS / Sprint**[17]**]** in Kentucky be used as the starting point for negotiations. A copy of the letter is attached hereto as **Exhibit A.**

Sprint Joint Response: Sprint admits that on June 22, 2009, in anticipation of the expiration of most recent multi-year term of the Sprint ICA, and pursuant to the terms of the Sprint ICA, Sprint sent AT&T a letter that, among other things, expressly stated:

> Pursuant to Sections 251, 252 and 332 of the Communications Act of 1934, as amended ("Act"), General Terms and Conditions – Part A Section 3 of the parties' current interconnection agreements ("Section 3"), and AT&T Merger Commitment No. 3[ ], Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp. and NPCR, Inc. d/b/a Nextel Partners (collectively "Sprint") request commencement of interconnection negotiations for a Subsequent Agreement (as defined in Section 3) with ... AT&T ... using the parties' pre-existing Kentucky interconnection agreement ("Kentucky ICA") as the starting point for such negotiations.
>
> Sprint is agreeable to a 3-year extension of the existing Kentucky ICA without further revisions at this time. If AT&T is not agreeable to such an extension, Sprint requests AT&T to provide an electronic, soft-copy redline of the Kentucky ICA that reflects any and all changes that AT&T seeks to the Kentucky ICA. Sprint recognizes that in the context of Kentucky ICA adoption proceedings over the past year the parties have negotiated mutually acceptable updates to several of the Kentucky ICA Attachments. From Sprint's perspective, if AT&T's redlines essentially end up tracking the parties' prior updates to the Kentucky ICA Attachments, the parties' may be able to quickly narrow the likely remaining open issues to Attachment 3. Upon receiving AT&T's proposed redline of the Kentucky ICA, Sprint can determine what, if any, proposed changes it may have to the Kentucky ICA and that point propose the scheduling of an initial negotiation call.

[16] "Sprint", not "Sprint CLEC", is the term used by AT&T at this point in its Wireline Pet. ¶ 4.

[17] *Id.*

Sprint further admits that a copy of its June 22, 2009 letter is attached to each of AT&T's filed Petitions as Exhibit A, and denies the remaining allegations contained in Wireless Pet. ¶ 9 / Wireline Pet. ¶ 4.

Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5: Thereafter, AT&T Kentucky provided a draft of the proposed successor interconnection agreement to **[Sprint CMRS / Sprint CLEC]**, and the parties have negotiated the terms and conditions of the proposed agreement.

Sprint Joint Response: In light of the pre-Petition communications and materials exchanged between the parties, Sprint cannot determine, and thus cannot admit or deny, what AT&T is intending to assert by its allegations in Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5 and, therefore, denies such allegations. However, assuming such allegations are an attempt to summarize the scope and extent of pre-Petition communications and materials exchanged between the parties, Sprint further affirmatively states:

1. In response to Sprint's June 22, 2009 letter, Sprint received a letter from AT&T dated July 13, 2009. AT&T's letter recognized that Sprint had requested negotiations for a Subsequent Agreement using the parties' existing agreement as the starting point. AT&T further asserted that it had "begun the process of redlining AT&T's proposed changes into the current agreements and will provide those redlines to Sprint. AT&T will be providing separate redlines agreements to Sprint for Sprint's CLEC and CMRS entities to replace the current combined agreements."

2. Between September 11th and 17th, 2009 AT&T sent Sprint proposed redlines that attempted to convert the Sprint ICA into a separate Sprint CMRS ICA and Sprint CLEC ICA, and also sent a proposed Commercial Transit Agreement directed at Sprint CLEC. AT&T's redlines not only attempted to eliminate the combined wireless/wireline nature of the existing Sprint ICA, but appeared to make wholesale incorporation of new language premised upon AT&T's post-merger 22-state generic wireless and generic wireline terms and conditions. Further, AT&T appears to have proceeded down this path without any regard for whether or not a) any of its proposed redlines were *necessary* in light of pre-existing Sprint ICA language that the parties had operated under

for more than ten (10) years without issue, or b) AT&T's respective redlines proposed different language for no apparent reason *as between its own redlines*.

3. While Sprint maintained its right to have either a single ICA or two substantively identical ICAs (with only limited technology-based differences based upon Sprint's consent or as required by FCC rule), Sprint attempted to provide joint, consistent redline replies to AT&T's redlines.

4. On November 9th and 10th, 2009 AT&T sent Sprint an initial draft wireless DPL and an initial draft wireline DPL. Although these DPLs did not initially included the one vs. two contract issue, the issue was ultimately recognized and included as the number one issue in subsequent draft AT&T DPLs sent to Sprint on December 4, 2009. Likewise, the one vs. two contract issue became issue number 2 on a comprehensive combined wireless/wireline draft DPL that Sprint delivered to AT&T on December 9, 2009.

5. On January 18, 2010, AT&T sent Sprint a certain proposed Commercial Transit Agreement directed at the Sprint wireless entities.

6. On January 22, 2010, Sprint attempted to obtain an agreement with AT&T to address the issue of one vs. two contracts, and the need for a DPL that would drive easy identification and resolution of non-technology differences between AT&T's "wireless" vs. "wireline" proposed edits.

7. On January 22, 2010, the parties reached an agreement that AT&T would be the filing party in the anticipated Kentucky arbitration and would include all information in its filing that Sprint provided AT&T as of February 2, 2010. However, the parties never reached an agreement regarding either the one contract vs. two-contract issue, or a mutually acceptable way to present in a single DPL the multiple competing versions of AT&T's language juxtaposed with Sprint's single response to such inconsistencies.

8. Pursuant to the parties' January 22, 2010 agreement, on February 2, 2010 Sprint provided AT&T the Sprint materials to be included in the petition to be filed by AT&T. Sprint continued to include three preliminary issues that it had previously identified to AT&T, the second of which specifically addressed the one vs. two contract issue. Sprint never consented to the deletion of such issues from inclusion in the petition to be filed by AT&T, nor did the parties ever discuss the filing of two separate arbitration petitions.

9. The sheer volume and complexity resulting from AT&T's insistence on two contracts *without identifying and rationalizing any differences between its own competing language* has resulted in little meaningful good-faith negotiations as to what one would expect to be the truly substantive issues for arbitration.

B. JURISDICTION AND TIMING

Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6: Section 252(b)(1) of the 1996 Act allows either party to the negotiation to request arbitration during the period between the 135th day and the 160th day from the date the request for negotiation was received. By agreement of the parties, **[Sprint CMRS's / Sprint CLEC's]** request for negotiation was received September 5, 2009. Accordingly, the "arbitration window" closes on February 12, 2010, and this Petition is timely filed.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 11 / Wireline Pet. ¶ 6.

Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7: Section 252(b)(4)(C) of the 1996 Act requires the Commission to render a decision in this proceeding within nine months after the date upon which the request for interconnection negotiations was received. Accordingly, the 1996 Act requires the Commission to render a decision in this proceeding, absent an agreed extension, not later than June 5, 2010.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 12 / Wireline Pet. ¶ 7. Sprint further affirmatively states that Section 252(b)(4)(B) requires the parties to provide such information as may be necessary for the Commission to reach a decision on the unresolved issues, and Section 252(b)(5) makes clear that as part of their respective obligations the parties are required to cooperate with the Commission and continue to negotiate in good faith. As further explained in greater detail throughout this Joint Response, AT&T's attempts to convert what should have been one negotiation and arbitration into two separate matters has directly contributed to the increased complexity of these proceedings. In light of the

further action that will be necessary, it is reasonable to anticipate that the Commission may not be able to render a decision by June 5, 2010. Under such circumstances, a party's unreasonable refusal to extend an otherwise unachievable June 5, 2010 decision date may in and of itself constitute a failure to negotiate in good faith.

C. ISSUES FOR ARBITRATION

Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8: Although the parties have engaged in negotiations, many open issues remain. AT&T Kentucky hopes the parties will be able to resolve some or many of the disputed issues before hearing.

Sprint Joint Response: As its response to the allegations contained in the first sentence of Wireless Pet. ¶ 13 / Wireline Pet. ¶ 8, Sprint incorporates by reference its response to Wireless Pet. ¶ 10 / Wireline Pet. ¶ 5. Sprint has insufficient information to be able to either admit or deny the allegations contained in the second sentence of Wireless Pet. 13 / Wireline Pet. ¶ 8.

Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9: AT&T Kentucky submits herewith as **Exhibit B** the proposed interconnection agreement that reflects the parties' disagreements as they stand as of the date of this filing. Most of the language in Exhibit B is in normal font; the parties have agreed on that language. Language that AT&T Kentucky proposes and **[Sprint CMRS / Sprint CLEC]** opposes is **bold and underlined**. Language that **[Sprint CMRS / Sprint CLEC]** proposes and AT&T Kentucky opposes is in ***bold italics***.

Sprint Joint Response: Sprint denies the allegations contained in the first sentence of Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9, and affirmatively states that Sprint has not agreed to the use of two separate ICAs or DPLs between Sprint and AT&T, i.e. one "wireless" and one "wireline", as depicted in the separate Exhibit B and C attached to each AT&T Petition. With

respect to each AT&T Petition Exhibit B, Sprint has no reason to know otherwise and, therefore, admits the allegations contained in the third sentence in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9 that AT&T Kentucky's proposed but disputed language is depicted in **bold and underlined** font. Sprint denies the remaining allegations contained in the second and third sentences in Wireless Pet. ¶ 14 / Wireline Pet. ¶ 9, and affirmatively states that not all of the language depicted in "normal font" in Exhibit B is language agreed upon by the parties, not all of the Sprint proposed but disputed language has been completely or accurately depicted in Exhibit B in ***bold italics***, and that there are instances where AT&T has apparently accepted Sprint proposed language by simply reflecting it as "normal font" in its proposed contracts but not identifying such acceptance in its corresponding DPL.

Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10: Also submitted herewith, as **Exhibit C**, is an issues matrix or Decision Point List ("DPL") that identifies the issues set forth for arbitration. The DPL assigns an Issue Number to each passage (or related passages) of disputed language, and, for each issue, identifies the issue presented and sets forth in short form AT&T Kentucky's position on the issue and **[Sprint CMRS's / Sprint CLEC's]** position as AT&T Kentucky understands it.

Sprint Joint Response: With respect to each AT&T Petition Exhibit C issues matrix/ DPL, Sprint admits that Exhibit C identifies some of the parties' issues set forth for arbitration and, as to each issue identified by AT&T, AT&T has further stated its description and short form positions on those issues, but denies the remaining allegations contained in Wireless Pet. ¶ 15 / Wireline Pet. ¶ 10. Sprint further affirmatively states that AT&T has not included all of the issues and related information contained in the materials that, pursuant to the parties' agreement,

Sprint provided AT&T by February 2, 2010 for inclusion in AT&T's arbitration filing. Attached hereto as Sprint Exhibit 1 is Sprint's proposed Consolidated Joint DPL format which seeks to cross-reference the issues as stated in each of AT&T's Exhibit C DPLs to Sprint's proposed contract language and summary position statements.

Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11: Pursuant to 47 U.S.C. § 252(b)(2)(B), AT&T Kentucky is providing a copy of this Petition and the accompanying documentation to **[Sprint CMRS / Sprint CLEC]** on the day on which this Petition is filed with the Commission.

Sprint Joint Response: Sprint admits the allegations contained in Wireless Pet. ¶ 16 / Wireline Pet. ¶ 11.

Sprint Further Joint Response to all Allegations of the Wireless Pet. / Wireline Pet.: Sprint denies each and every allegation of the Petition to the extent not otherwise expressly identified and admitted herein.

AFFIRMATIVE DEFENSES

1. Information services traffic is not subject to access charges, and the FCC has yet to determine whether Interconnected VoIP traffic is an information service or a telecommunications service. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for Interconnected VoIP traffic, and the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

2. VoIP traffic is information service traffic and, therefore is not subject to access charges. Until the FCC otherwise makes a determination as to the rate to be charged by either

party for VoIP traffic, the same should be exchanged on either a bill and keep basis or, at most, using TELRIC-based reciprocal compensation rates.

3. The FCC has yet to implement any rules that establish the compensation mechanism for inter-MTA traffic. Until the FCC makes such a determination, the Commission lacks jurisdiction to establish a rate to be charged by either party for inter-MTA traffic, and the same should be exchanged on either a bill and keep basis or, at most, TELRIC-based reciprocal compensation rates applied in a manner that further recognize the Sprint wireless entities incur more cost to terminate an AT&T originated land-to-mobile inter-MTA call than it costs AT&T to terminate a Sprint originated mobile-to land inter-MTA call.

4. Sprint reserves the right to designate additional defenses as they become apparent through the course of discovery, investigation and otherwise.

CONCLUSION AND PRAYER FOR RELIEF

Sprint respectfully requests the Commission to:

a) Schedule an Informal Conference with Commission Staff;

b) Issue an appropriate Order that:

i) Consolidates Case Nos. 2010-00061 and 2010-00062 for all purposes;

ii) Directs the parties to further confer, create and file a Consolidated Joint DPL by a specified date that includes a side-by-side presentation of respectively proposed contract language and positions, and affirmatively identifies all contract language that (a) is not in dispute, (b) was in dispute but has been resolved, and (c) either party contends should be different as between the Sprint entities based upon the technology used by Sprint in providing its services;

iii) Directs the parties to negotiate for forty-five (45) days following the filing of a Consolidated Joint DPL; and,

iv) Schedules a subsequent Informal Conference sixty (60) days after the filing of a Consolidated Joint DPL to address further processing of these proceedings with respect to those Consolidated Joint DPL issues that remain unresolved as of that date;

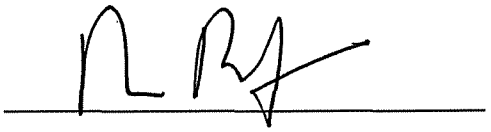
c) Arbitrate the unresolved issue between Sprint and AT&T as described in herein within the timetable specified in the Act, or within a mutually acceptable alternative timetable;

d) Retain jurisdiction of this arbitration until the Parties have submitted a Subsequent Agreement for approval in accordance with Section 252(e) of the Act;

e) Retain jurisdiction of this arbitration and the Parties hereto as necessary to enforce the Subsequent Agreement; and

f) Grant such other and further relief as the Commission deems just and proper.

Respectfully submitted this 9th day of March, 2010.



Douglas F. Brent
STOLL KEENON OGDEN PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, KY 40202
502 333 6000
502 568 5734 direct
douglas.brent@skofirm.com
www.skofirm.com

William R. Atkinson
Douglas C. Nelson
Sprint Nextel
1233 Peachtree Street NE, Suite 2200
Atlanta, GA 30339-3166
404 649-8981
bill.atkinson@sprint.com
douglas.c.nelson@sprint.com

Joseph M. Chiarelli
6450 Sprint Parkway
Mailstop: KSOPHN0214-2A671
Overland Park, KS 66251
913 315 9223
joe.m.chiarelli@sprint.com

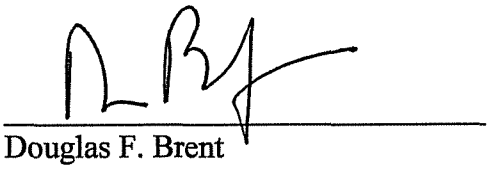
Attorneys for Sprint

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing has been served by First Class Mail on those persons whose names appear below this 9th day of March, 2010.

Mary K. Keyer
BellSouth Telecommunications, Inc.
d/b/a AT&T Kentucky
601 W. Chestnut Street, Room 407
Louisville, KY 40203

Dennis G. Friedman
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606



Douglas F. Brent