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December 7, 2007

Honorable Eddie Roberson, Chairman c/o Sharla Dillon, Docket & Records Manager Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505 RECEIVE 27
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TR.A. DOCKET ROOM

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 WITH BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A/ AT&T TENNESSEE D/B/A AT&T SOUTHEAST, TRA Docket No. 07-00132

Dear Chairman Roberson:

Enclosed for filing are one (1) original and thirteen (13) copies of a *Joint Motion to Approve Amendment* in the above-captioned matter.

An additional copy of the foregoing is attached to be "file-stamped" for our records. If you have any questions or require additional information, please let me know.

Respectfully submitted,

Melvin J. Maløne

c: Parties of Record

### BEFORE THE

### TENNESSEE REGULATORY AUTHORITY

## Nashville, Tennessee

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 BELLSOUTH TELECOMMUNICATIONS, INC. D/B/A AT&T TENNESSEE D/B/A AT&T SOUTHEAST

DOCKET NO. 07-00132

# **JOINT MOTION TO APPROVE AMENDMENT**

Sprint Communications Company L.P. and Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint") and BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee ("AT&T Tennessee") (collectively, "Joint Movants" or "Parties") respectfully move pursuant to 47 U.S.C. Section 252(e) that the Tennessee Regulatory Authority ("Authority") approve the Amendment to the Parties' existing Interconnection Agreement attached hereto as Exhibit "A" ("Amendment"). Approval of the Amendment by the Authority will resolve all issues in the above-styled docket. In support of their Motion, the Joint Movants respectfully show as follows:

1. Sprint filed its Petition for Arbitration in the above-captioned docket on May 18, 2007. Subsequently, AT&T filed it Motion to Dismiss and Answer on June 12, 2007 and Sprint filed its Response on June 19, 2007. This matter came before the voting panel assigned to this docket on September 10, 2007 and the panel determined that both the issues raised in Sprint's Petition and AT&T's Answer are accepted for arbitration. A

<sup>&</sup>lt;sup>1</sup> See Order Denying Motions to Dismiss, Accepting Matter for Arbitration and Appointing Pre-Arbitration Officer, October 5, 2007.

Status Conference originally scheduled by Hearing Officer Gary Hotvedt for November 29, 2007 has been rescheduled for December 11, 2007 at the request of the Parties.

- 2. Joint Movants have recently executed an Amendment to the Parties' existing Interconnection Agreement that provides the relief requested by Sprint in its Petition, i.e., to extend the terms of the Parties' existing Interconnection Agreement for a period of three (3) years from the date of Sprint's March 20, 2007 request for such extension. See Exhibit "A", attached hereto.
- 3. The Joint Movants respectfully request that the Authority approve the attached Amendment. Upon Authority approval of the three-year term extension Amendment, the issues in the above-styled arbitration proceeding will be resolved.

WHEREFORE, the Joint Movants respectfully request that the Authority approve the attached Amendment to the Parties' existing Sprint-AT&T interconnection agreement in accordance with 47 U.S.C. Section 252(e), and conclude the matter.

# Respectfully submitted this 7<sup>th</sup> day of December, 2007.

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# EXHIBIT A

### Amendment to

# Interconnection Agreement

#### between

Sprint Communications Company Limited Partnership
Sprint Communications Company L.P.
Sprint Spectrum, L.P.

and

BellSouth Telecommunications, Inc.

d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee

### Dated January 1, 2001

Pursuant to this Amendment (the "Amendment") Sprint Communications Company Limited Partnership and Sprint Communications Company L.P., (collectively referred to as "Sprint CLEC"), a Delaware Limited Partnership, and Sprint Spectrum L.P., a Delaware Limited Partnership, as agent and General Partner for WirelessCo. L.P., a Delaware Limited Partnership, and SprintCom, Inc., a Kansas corporation, all foregoing entities jointly d/b/a Sprint PCS ("Sprint PCS") (Sprint CLEC and Sprint PCS collectively referred to as "Sprint"), and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee ("AT&T"), a Georgia corporation, hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated January 1, 2001 ("the Agreement").

WHEREAS, Sprint and AT&T agree to amend the Agreement as set forth herein;

**NOW THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sprint and AT&T hereby covenant and agree as follows:

- 1. The Parties agree to delete Section 2, General Terms and Conditions Part A in its entirety and replace it with the following:
  - 2. Term of the Agreement
  - 2.1 This Agreement is extended three years from March 20, 2007 and shall expire as of March 19, 2010. 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.

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama. AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee – 3 Year Extension Amendment

	2.2	During the term of March 20, 2007 to March 19, 2010, this Agreement may be terminated only via Sprint's request unless terminated pursuant to a default provision within this Agreement.			
	2. All other provisions of this Agreement, as amended, shall remain in full force and effect including, without limitation, the provisions set forth in Section 18.3 and 18.4 of the General Terms and Conditions – Part A.				
3. approval		r both of the Parties are authorized to submit this Amendment to the appropriate Commission for to section 252(e) of the Federal Telecommunications Act of 1996.			
4. This Amendment shall be filed with and is subject to approval by the Commission and shall be effective upon the date of the last signature of both Parties.					
		(Signatures continued on post page)			
		[Signatures continued on next page]			

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.
d/b/a AT&T Alabama, AT&T Florida,
AT&T Georgia, AT&T Louisiana,
AT&T Mississippi, AT&T North Carolina,
AT&T South Carolina and AT&T Tennessee

Sprint Communications Company Limited Partnership

Ву:	July 2 July	By: ( 7)
Name:	Kristen E. Shore	Name: Craig T. Cowden
THE RESERVE OF THE PERSON OF T	(Print or Type)	(Print or Type)
Title:	Director	Title: Vice President
	(Print or Type)	(Print or Type)
Date:	Win wit	Date: //- 29-2007
		Sprint Communications Company L.P.

Sprint Spectrum L.P.

Name:

Title:

Date:

Name: Craig T. Cowoler

(Print or Type)

(Print or Type)

(Print or Type)

Date: (Print or Type)

Sprint Communications Company Limited Partnership/Sprint Communications Company L.P./Sprint Spectrum L.P. and BellSouth Telecommunications, Inc. d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina, and AT&T Tennessee – 3 Year Extension Amendment