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May 6, 2008

ELECTRONICALLY

filed electronically in docket office on 05/06/08

Hon. Eddie Roberson, Chairman
c/o Sharla Dillon, Docket & Records Manager
Tennessee Regulatory Authority
480 James Robertson Parkway
Nashville, TN 37238

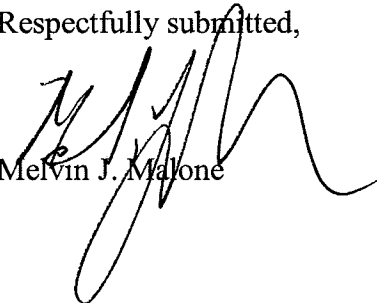
**RE: In Re: Petition Regarding Notice of Election of Interconnection Agreement by
Nextel South Corp, TRA Docket No. 07-00161 (consolidated with TRA Docket No.
07-00162)**

Dear Chairman Roberson:

Enclosed for filing please find an original and four (4) copies of *Nextel South Corp.'s and Nextel Partners' Response to AT&T's Brief in Accordance with the Hearing Officer's April 22, 2008 Notice Concerning Nextel South Corp.'s and Nextel Partners' Motions for Summary Judgment*. An additional copy of this filing is enclosed to be "file-stamped" for our records.

If you have any questions or require additional information, please let me know.

Respectfully submitted,


Melvin J. Malone

c: Parties of Record

Nashville, Tennessee

DOCKET NO. 07-00161
(consolidated with Docket No. 07-
00162)

¹ *Notice of Additional Briefing Schedule Concerning Motion for Summary Judgment*, TRA Consolidated Docket Nos. 07-00161 and 07-00162 (April 22, 2008) (“*Notice of Additional Briefing Schedule*”). In its March 20, 2008, *Order Consolidating Dockets and Appointing a Hearing Officer*, the Authority consolidated Docket No. 07-00161 and Docket No. 07-00162.

I. INTRODUCTION

At the Authority's April 21, 2008, Conference, the Authority heard oral arguments and made certain preliminary findings² in the above consolidated dockets regarding Nextel's pending *Motion for Summary Judgment*.³ The Authority specifically found that Nextel had met its burden of showing that there are no remaining genuine issues of material fact⁴ and that AT&T⁵ had failed to meet its burden to establish the falsity of the undisputed relevant facts.⁶ The Authority further found that Merger Commitment No. 1⁷ is not limited to a requesting carrier's adoption of out-of-state agreements.⁸ Notwithstanding the foregoing, the Presiding Panel directed the parties to submit additional legal briefs on the following legal issues:

- a) interpret the language in Rule 51.809 regarding adoption of the "entire" agreement as it relates to the parties and this agreement;
- b) interpret the language in Merger Commitment No. 1 regarding adoption of the "entire" agreement as it relates to the parties and this agreement; and,
- c) address or distinguish the agreement⁹ in TRA Docket No. 04-00311 (ALLTEL).¹⁰

² *Transcript of Proceedings, Tennessee Regulatory Authority Conference*, TRA Docket No. 07-00161, pp. 25-60 (April 21, 2008) (excerpted version) ("*April 21, 2008, Transcript*").

³ *Nextel South Corp.'s Motion for Summary Judgment*, TRA Docket No. 07-00161 (February 6, 2008) and *Nextel Partners' Motion for Summary Judgment*, TRA Docket No. 07-00162 (February 6, 2008) (collectively "*Motion for Summary Judgment*" or "*Nextel Motion for Summary Judgment*").

⁴ *April 21, 2008, Transcript* at 58-60.

⁵ BellSouth Telecommunications, Inc., d/b/a AT&T Tennessee does business in Tennessee as "AT&T Tennessee" and "AT&T Southeast," and is referred to herein as "AT&T" or "BellSouth"). Sprint Communications Company Limited Partnership, Sprint Communications Company L.P., and Sprint Spectrum L.P. are collectively referred to herein as "Sprint."

⁶ *April 21, 2008, Transcript* at 58-60.

⁷ *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, Memorandum Opinion and Order, at Appendix F, p. 149, "Reducing Transaction Costs Associated with Interconnection Agreements" ¶ 1, WC Docket No. 06-74 (Adopted: December 29, 2006, Released: March 26, 2007) ("*FCC BellSouth Merger Order*"). A copy of the Table of Contents and Appendix F to the *FCC BellSouth Merger Order* is attached to AT&T's *Motion to Dismiss* (July 17, 2007) as Exhibit B.

⁸ *April 21, 2008, Transcript* at 59.

⁹ The referenced agreement in TRA Docket No. 04-00311 is a 9-state regional, wireless and wireline interconnection agreement between Alltel Communications, Inc. ("ALLTEL") and AT&T (the "ALLTEL ICA").

¹⁰ *Notice of Additional Briefing Schedule*.

Pursuant to the *Notice of Additional Briefing Schedule*, on April 30, 2008, the parties filed their respective briefs to address the three (3) additional above-identified issues, which are referred to herein as *Nextel's Additional Brief*¹¹ and *AT&T's Brief*.¹²

For the reasons set forth below, and in *Nextel's Motion for Summary Judgment*, *Nextel's Reply Brief*,¹³ and *Nextel's Additional Brief*, the motion for summary judgment should be granted and the adoptions timely ordered.

A. INTERPRETATION OF THE LANGUAGE IN RULE 51.809(a) REGARDING ADOPTION OF THE "ENTIRE" AGREEMENT AS IT RELATES TO THE PARTIES AND THIS AGREEMENT.

AT&T's Brief regarding interpretation of Rule 51.809 begins with a complete quotation to 47 U.S.C. 252(i), immediately followed by an *incomplete quotation* to Federal Communication Commission's ("FCC") implementing Rule 51.809(a).¹⁴ Specifically, AT&T conveniently fails to acknowledge the very existence of, and therefore the impact on the interpretation of 51.809(a) based upon, the second sentence of 51.809(a), which expressly provides that AT&T cannot condition Nextel's adoption pursuant to Section 252(i) on the nature of the service provided by Nextel:

*An incumbent LEC may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e., local, access, or interexchange) as the original party to the agreement.*¹⁵

¹¹ *Nextel South Corp.'s and Nextel Partners' Additional Brief in Support of Nextel South Corp.'s and Nextel Partners' Motions for Summary Judgment*, TRA Consolidated Docket Nos. 07-00161-07-00162 (April 30, 2008) ("*Nextel's Additional Brief*").

¹² *AT&T Tennessee's Brief in Accordance With Hearing Officer's April 22, 2008 Notice*, TRA Consolidated Docket Nos. 07-00161-07-00162 (April 30, 2008) ("*AT&T's Brief*").

¹³ *See Nextel South Corp.'s and Nextel Partners' Reply to AT&T Tennessee's Brief in Opposition to Nextel South Corp.'s and Nextel Partners' Motions for Summary Judgment*, TRA Docket Nos. 07-00161 and 07-00162 (April 10, 2008) ("*Nextel's Reply Brief*").

¹⁴ *AT&T's Brief* at 2.

¹⁵ 47 C.F.R. 51.809(a) (emphasis added).

A simple review of *AT&T's Brief* will further demonstrate that AT&T's "entire" position is based on this repeated partial-citation approach to interpreting FCC authority, coupled with assertions of mere conclusions for which AT&T provides no support.

Nextel does not disagree with AT&T's statement that a requesting carrier cannot "pick apart interconnection agreements and choose certain portions of the agreement while leaving other parts out."¹⁶ However, as demonstrated in *Nextel's Additional Brief*, and as they have already done in Kentucky, the parties can easily implement a Nextel adoption of the entire agreement without changing a single provision.¹⁷ Just as AT&T contracted with the Sprint entities within the Sprint ICA¹⁸ to recognize that when Sprint PCS entered into the entire Sprint ICA it had no need for and, therefore, affirmatively elected via the General Terms and Conditions ("GTC") Section 35¹⁹ not to use certain specified Attachments within the entire agreement, Nextel is likewise entitled to adopt the entire agreement and, also via GTC 35, simply use the same Attachments as elected by Sprint PCS. *That does not mean Nextel has not adopted the Sprint ICA in its entirety.* It simply means, consistent with GTC Section 35, Nextel acknowledges that at this point it intends to use the same provisions to provide wireless service that AT&T contracted with and expressly allows Sprint PCS to operate under pursuant to the express terms of the Sprint ICA – i.e., the exact same deal that AT&T struck with the Sprint entities. To come to any other conclusion requires an interpretation of the Sprint ICA itself that would simply be contrary to its express terms.

¹⁶ *AT&T's Brief* at 2

¹⁷ *Nextel's Additional Brief* at Section III A. 2, pp. 17-21.

¹⁸ Consistent with Nextel's other pleadings in these consolidated dockets, the existing interconnection agreement between BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee and Sprint is referred to herein as the "Sprint ICA."

¹⁹ A copy of the Sprint ICA GTC § 35 is attached to *Nextel's Additional Brief* as Exhibit A.

Moreover, AT&T's contentions would clearly violate FCC rules. To serve its aims, AT&T maintains that a coupling of Rule 51.809 with the all-or-nothing rule results in the following:

[T]o effectively adopt an agreement in its entirety, a party must have a legal right to avail itself of all of the terms and conditions contained in the agreement it seeks to adopt. If a carrier cannot legally avail itself of portions of the agreement, but is nonetheless allowed to adopt and operate under the terms and conditions in the agreement that are legally available it could not legitimately be said to have taken the agreement in its entirety.²⁰

This contention is not novel, nor is it unconventional. It is simply preposterous. In fact, AT&T's *current* rendition of the all-or-nothing concept would effectively result in most, if not all, of existing AT&T ICAs not being subject to adoption.

As recognized before the FCC, it is common, if not likely, for a requesting carrier not to have the same business needs of the original carrier that negotiated the agreement sought to be adopted.²¹ According to AT&T, if CLEC A seeks to adopt the existing ICA between AT&T and CLEC B, CLEC A must be able to use *all* of the terms and conditions of said existing agreement – every single one of them without any exception. If the agreement between AT&T and CLEC B has 500 terms and conditions, and CLEC A wants to adopt the entire agreement under the all-or-nothing rule, but can only use 475 of the terms and conditions, the all-or-nothing rule – as applied by AT&T - prohibits CLEC A's adoption. The reason that AT&T cites no credible authority for *this* "application" of the all-or-nothing rule is because none exists. In fact, a review of the Authority's official records are sure to be replete with dockets in which CLECs have

²⁰ *AT&T's Brief* at 3.

²¹ See, e.g., *Nextel's Additional Brief* at 13 ("It is not uncommon to see a carrier adopt a 600 page agreement with the intention of using only a few provisions.") (citation omitted).

adopted existing BellSouth/AT&T ICAs and either cannot use or have no intention of using *all* of the terms and conditions in such adopted agreements.²²

Although AT&T states that “Rule 51.809 is the result of the FCC’s determination to change from the ‘Pick and Choose rule’ to the ‘All or Nothing rule’” and cites the FCC’s *Second Report and Order* for this general proposition,²³ AT&T never even attempts to identify and address the FCC’s rationale, much less what the FCC did not change from an anti-discrimination policy perspective as the result of its modification of Rule 51.809 via the *Second Report and Order*.²⁴ Rather than make any effort to justify its otherwise discriminatory interpretation of Rule 51.809 - which is clearly grounded upon the service provided by Nextel contrary to the second sentence of Rule 51.809(a) - AT&T simply uses its general citation to the *Second Report and Order* to make the quantum leap reflected by the following repeated, unsupported conclusions:

- “AT&T does not have a legal obligation to make [the Sprint ICA] available to Nextel *because Nextel is admittedly not certificated to provide wireline services in Tennessee*[;]”²⁵
- “a party must have a legal right to *avail itself* of all the terms and conditions contained in the agreement its seeks to adopt[;]”²⁶
- “Nextel *cannot avail itself* of all of the interconnection services and network elements provided within the Sprint agreement[;]”²⁷ and,
- “Nextel is *not a certificated CLEC* in Tennessee, and *therefore it cannot legally provide such services* in the State.”²⁸

²² As the Authority is well aware, a few years ago, BellSouth fought to abolish “*pick-and-choose*.” In these consolidated dockets, Nextel simply desires to adopt the *entire* agreement – consistent with “*all-or-nothing*.” Here, AT&T asserts anew that a requesting carrier cannot adopt the entire agreement unless it can use *all* of the terms and conditions. So, under AT&T’s scheme, a requesting carrier cannot pick and choose and cannot adopt an entire agreement. Under any standard, this is certainly not an outcome that would be sanctioned by the FCC. The Authority should not condone this type of arbitrage.

²³ *AT&T’s Brief* at pp. 2-3.

²⁴ *Id.*

²⁵ *Id.* at 3 (emphasis added).

²⁶ *Id.* (emphasis added).

²⁷ *Id.* at 4 (emphasis added).

Despite AT&T's bare assertions, Nextel has found absolutely no federal authority – nor has AT&T provided any - for AT&T's proposition that it can preclude an adoption based upon a requesting carrier's purported inability “to avail” itself of some portion of the requested agreement. To the contrary, as clearly explained in *Nextel's Additional Brief*, the FCC is fully aware that requesting carriers may not use an adopted agreement in its entirety; has expressly found via implementation of Rule 51.809(b) that there are only two (2) types of limitations that may be imposed upon an adoption under 252(i) (i.e., the LEC affirmative showing cost-based or technical feasibility exceptions, neither of which have been shown by AT&T in this case); and, has long rejected and considered unenforceable any attempt by a LEC to impose discriminatory “poison pill” terms and conditions aimed at thwarting a requesting carrier from adopting an agreement.²⁹

To top off its Rule 51.809 position, AT&T once again makes the worn-out assertion that “[i]f Nextel were allowed to adopt the [Sprint ICA], such adoption would erroneously suggest that Nextel could avail itself of provisions in the Agreement that apply only to CLECs [and] “result in erroneously suggesting that Nextel can purchase UNEs from AT&T” contrary to the FCC's *Triennial Review Remand Order*.³⁰ Incredibly, despite AT&T's full knowledge that the Sprint ICA specifically precludes the use of UNEs that would violate the FCC's *Triennial Review Remand Order*, AT&T continues to throw out this “example” without ever even attempting to explain why the exact same language that precludes both of the Sprint entities from purchasing UNEs for the use of wireless-only services would not equally impose the exact same enforceable restriction

²⁸ *Id.* (emphasis added).

²⁹ See *Nextel's Additional Brief*, Sections III A 1, pp. 9-17.

³⁰ *AT&T's Brief* at 4-5.

upon Nextel. As explained in *Nextel's Additional Brief*,³¹ Section III A. 2 pages 17-19, Attachment 2 is an Attachment that is already clearly subject to Sprint PCS's use as a wireless carrier. Thus, just as the UNE restriction in Attachment 2 precludes either of the Sprint entities from obtaining UNEs for wireless-only services, the same language precludes Nextel from obtaining UNEs for such services.

B. INTERPRETATION OF THE LANGUAGE IN MERGER COMMITMENT NO. 1 REGARDING ADOPTION OF THE "ENTIRE" AGREEMENT AS IT RELATES TO THE PARTIES AND THIS AGREEMENT.

The portion of *AT&T's Brief* purporting to address interpretation of Merger Commitment No. 1 says nothing more than AT&T believes Merger Commitment No. 1³² should be interpreted the same way that AT&T interprets Rule 51.809. Without so much as an acknowledgement that two (2) different Commissioners expressed their opinions in the *FCC BellSouth Merger Order* regarding the specific additional purpose behind the Merger Commitments - *i.e.*, to keep the new AT&T from using its increased market power from reversing the inroads that new entrants have made – AT&T states “[t]here is nothing contained within the Merger Commitments or the Merger Order suggesting that the commitments should be read to confer broader rights than were sanctioned under existing FCC rules.”³³ If that were the case, then there is no reason for the existence of Merger Commitment No. 1 at all.

As explained in *Nextel's Additional Brief*,³⁴ the FCC clearly contemplated a broader application of Merger Commitment No. 1 to the adoption of an existing AT&T

³¹ *Nextel's Additional Brief*, Section III A 2, pp. 17-19.

³² For ease of reference, and for consistency with the *Petition*, AT&T, Inc.'s Merger Commitment 7.1 is referred to herein as Merger Commitment No. 1.

³³ *AT&T's Brief* at 6.

³⁴ *Nextel's Additional Brief*, Section III B., pp. 22-24.

agreement than a traditional 252(i)/Rule 51.809 adoption of a LEC's existing agreement outside of the context of the AT&T merger. For example, Merger Commitment No. 1 is, by its express terms, applicable throughout AT&T's 22-state territory (as opposed to the 252(i) restriction that an adoption is state-specific), and does not, by its plain language, include the cost-based limitation to an adoption as contemplated by 51.809(b)(1).

Conversely, what should indeed be as equally applicable to the interpretation of the "entire effective agreement" language within Merger Commitment No. 1 as is applicable to the "any agreement in its entirety" clause of Rule 51.809(a), is that it is truly inconceivable that the FCC would countenance any interpretation of Merger Commitment No. 1 that enables AT&T to prohibit Nextel's adoption of the Sprint ICA based on either an express or implied AT&T discriminatory "poison pill" interpretation that renders the Sprint ICA agreement unavailable to Nextel because Nextel only provides wireless service.³⁵

C. AT&T HAS, IN PRACTICE, TAKEN DIAMETRICALLY OPPOSED POSITIONS REGARDING A NEXTEL "WIRELESS-ONLY" ADOPTION OF THE SPRINT ICA VERSUS AN ALLTEL "WIRELESS-ONLY" USE OF THE ALLTEL ICA APPROVED IN TRA DOCKET NO. 04-00311.

AT&T is to be complimented on its word-choices. Without using the following exact words, *AT&T's Brief* implies that AT&T has taken the same position as to Nextel and the Sprint ICA that AT&T has taken as to ALLTEL and the ALLTEL ICA, *i.e.*, that a stand-alone CMRS provider that is not certificated in Tennessee to provide wireline services cannot *use* an interconnection agreement that contains both wireless and wireline provisions.³⁶ To support AT&T's assertions that it has purportedly acted in a manner

³⁵ *Id.*

³⁶ *AT&T's Brief* at 7 (emphasis added).

with ALLTEL under the ALLTEL ICA that is consistent with the position AT&T has taken with respect to Nextel's efforts to use the Sprint ICA, AT&T submitted an *"Affidavit of Randy J. Ham on Behalf of AT&T Tennessee."*³⁷

A review of Mr. Ham's Affidavit against the backdrop of the public record causes the well-known saying "actions speak louder than words" to immediately come to mind. The actions of AT&T, as outlined below, reflect discriminatory conduct by AT&T based on the simple undeniable fact that ALLTEL continues to operate as a wireless-only carrier under the ALLTEL ICA today. Further, ALLTEL apparently does not agree with AT&T's stated position in this case. And, to the extent that AT&T may be trying to renege on an AT&T/ALLTEL November, 2007 executed 3-year extension of the ALLTEL ICA because ALLTEL is a wireless-only carrier, AT&T is apparently bent upon pursuing a "poison pill" interpretation of the ALLTEL ICA to force a rescission of the already executed ALLTEL ICA 3-year Amendment.

Regardless of any newly arising dispute between AT&T and ALLTEL as to ALLTEL's admittedly current continuing use of the ALLTEL ICA on a wireless-only basis, what is pertinent to the issue in this case is that AT&T's Affiant, Mr. Ham, had knowledge no later than April, 2007 that caused AT&T to believe ALLTEL was substantially a wireless-only carrier, yet AT&T extended the ALLTEL ICA for the entire 9-state legacy-BellSouth territory pursuant to Merger Commitment No. 4 for 3-years to August 29, 2010, and ALLTEL continues to operate under the ALLTEL ICA today as a wireless-only carrier.

Notwithstanding what AT&T may now "say" in an effort to explain away both ALLTEL's continuing operation as a wireless-only carrier under the ALLTEL ICA, *for*

³⁷ *Id.* at 7, n. 8.

more than the past year, and the ALLTEL ICA Amendment, which applies per its terms throughout the legacy BellSouth states, including Tennessee,³⁸ the known, public facts are inconsistent with AT&T's self-serving and ever-evolving assertions in this case to oppose for virtually one (1) year Nextel's efforts to adopt and use the Sprint ICA.

With respect to both AT&T's discussion of the ALLTEL ICA and Mr. Ham's Affidavit, there is nothing that legitimizes AT&T's otherwise discriminatory conduct. Nextel respectfully highlights the following additional facts that have been gleaned from the public records in South Carolina Public Service Commission ("South Carolina PSC") Docket 2000-130-C and Kentucky Public Service Commission ("Kentucky PSC") Docket 1997-00292, with the additional known facts from the Alabama Public Service Commission ("Alabama PSC") Docket U-4155:

South Carolina:

- March, 2006: ALLTEL divested itself of its South Carolina CLEC customers in or about March 2006;³⁹
- 2006: Based upon the *2006 South Carolina Order*, AT&T knew – despite its assertions to the contrary - as early as 2006 that ALLTEL had become a wireless-only carrier;
- February 28, 2008: AT&T filed in South Carolina PSC Docket 2000-130-C the same November, 2007 executed AT&T-ALLTEL Amendment to extend the ALLTEL ICA 3-years to August 29, 2010;⁴⁰

³⁸ See *Nextel's Additional Brief*, Collective Exhibit D (3-year Amendment to ALLTEL ICA).

³⁹ *In Re: Joint Application of Alltel Holding Corporate Services, Incorporated (AHCSI) and Alltel Communications, Incorporated (ACI) to Approve the Transfer of ACI's Authority to Provide Local Exchange Services to AHCSI, Grant AHCSI Certification to Provide Long Distance Services in South Carolina*, Order Granting Expedited Review and Approving Application, SOUTH CAROLINA PUB. SERV. COMM'N Docket No. 2005-399-C – Order No. 2006-186 (Mar. 28, 2006) ("*2006 South Carolina Order*").

⁴⁰ Although AT&T filed the 3-year ALLTEL Amendment in South Carolina as recently as February 28, 2008, almost two (2) years AFTER the *2006 South Carolina Order*, AT&T is now seeking to withdraw the same, claiming that it somehow was not aware of ALLTEL's wireless-only status in February 2008. See *In Re: Agreement Between BellSouth Telecommunications, Incorporated d/b/a AT&T South Carolina, ALLTEL Communications, Incorporated, and ALLTEL Holding Corporate Services, Incorporated*, Emergency Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement, SOUTH CAROLINA PUB. SERV. COMM'N Docket No. 2000-130 – C (April 24, 2008) ("*AT&T's SC Motion to Withdraw*"). Not surprisingly, ALLTEL vehemently opposes the withdrawal and establishes, in opposition

Kentucky:

- May, 2006: ALLTEL divested itself of its Kentucky CLEC customers in or about May 2006;⁴¹
- 2006: Based upon the *2006 Kentucky Order*, AT&T knew – despite its assertions to the contrary - as early as 2006 that ALLTEL had become a wireless-only carrier;
- February 13, 2008: The Kentucky PSC Docket 1997-00292 reflects a filing of the November, 2007 executed Amendment to extend the ALLTEL ICA 3 years to August 29, 2010, without indication of any further action, thereby suggesting the Amendment is merely pending approval as a matter of law on about May 13, 2008; and,

Alabama:

- February 5, 2008 and March 4, 2008: As previously indicated in the documents attached to *Nextel's Additional Brief* as Collective Exhibit D, AT&T filed in Alabama Public Service Commission Docket U-4155 the November, 2007 executed Amendment to extend the ALLTEL ICA 3 years to August 29, 2010, which was subsequently approved by order of the Alabama PSC on March 4, 2008.

The November 30, 2007, Amendment to the ALLTEL ICA clearly reflects on its face that the Amendment is intended to be applicable in all nine (9) of AT&T's legacy-BellSouth states, and "shall be filed with and is subject to approval by the respective State Commissions in which the Agreement [i.e., the ALLTEL ICA] has been filed and approved." Thus, in addition to the filing requirement of the Act, by its express terms, the Amendment calls for it to also be filed in Tennessee.

thereto, a substantial paper trail demonstrating that AT&T was very much aware of ALLTEL's wireless-only status. See *ALLTEL Response in Opposition to AT&T's Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement*, SOUTH CAROLINA PUB. SERV. COMM'N Docket No. 2000-130 – C (May 1, 2008) (attached hereto as **EXHIBIT A**).

⁴¹ *In Re: Application for Approval of the Transfer of Control of ALLTEL Kentucky, Inc. and Kentucky ALLTEL, Inc.*, Order, KY. PUB. SERV. COMM'N Case No. 2005-00534 (May 23, 2006) ("*2006 Kentucky Order*"). Both the *2006 South Carolina Order* and the *2006 Kentucky Order* are submitted as representative samples of public information illustrating that AT&T knew of ALLTEL's wireless-only status as far back as 2006. They are not meant to constitute an exhaustive list.

It is noteworthy that while AT&T seems to find some solace in the fact that the TRA's Order granting ALLTEL's request to cancel its Certificate of Public Convenience and Necessity was not entered until July 2007,⁴² AT&T failed to disclose to the Authority that the transfers in Kentucky and South Carolina occurred in 2006. Also, though AT&T prominently offers Mr. Ham's affidavit as being dispositive of AT&T's position that it did not know that ALLTEL had changed its status in South Carolina, the Authority should be made aware of the fact that an affidavit outlining exactly the opposite of what is set forth in Mr. Ham's affidavit has been submitted by ALLTEL before the South Carolina Commission. Nevertheless, regardless of any new dispute between AT&T and ALLTEL with respect to AT&T's recollection of ALLTEL's CLEC-status in any other state, as demonstrated by *Nextel's Additional Brief*, AT&T had *specific knowledge derived from express communication from the TRA no later dated May 20, 2007* that ALLTEL was no longer operating as a CLEC in Tennessee, yet AT&T continued to allow ALLTEL to operate as a wireless-only carrier under the ALLTEL ICA and entered into the November, 2007 3-year extension Amendment.

The ultimate inconsistency with regard to AT&T's position in this case as to Nextel adopting and operating under the Sprint ICA, versus AT&T's position with respect to ALLTEL and the ALLTEL ICA, is simple: AT&T cannot deny it had express knowledge since no later than *May 20, 2007* that ALLTEL has been (*and continues to this day*) operating under the ALLTEL ICA *as a wireless-only carrier* yet, for *almost a year now* AT&T has refused Nextel's adopting and using the Sprint ICA *because Nextel is a wireless-only carrier*. Notwithstanding the fact that AT&T's action is, standing by itself, a blatant and express violation of the second sentence of Rule 51.809(a), as

⁴² See *AT&T's Brief* at 8-9.

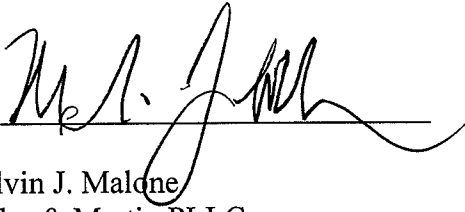
compared to how AT&T has treated ALLTEL, AT&T's action is also patently discriminatory treatment as to two (2) different carriers in analogous circumstances.

IV. CONCLUSION

Ultimately, *AT&T's Brief* is yet another AT&T filing that is nothing more than a recitation of "the law" and "the facts" as "interpreted" by AT&T, without regard to either recognized, established legal precedent or the application of well-grounded reason. For the reasons set forth above, in *Nextel's Motion for Summary Judgment*, in *Nextel's Reply Brief*, and *Nextel's Additional Brief*, there is no legitimate basis for AT&T to continue to avoid its legal obligations under Section 252(i) and Merger Commitment No. 1 to "make available" the entire Sprint ICA to Nextel.

Accordingly, the Authority should issue a final Order that acknowledges Nextel's adoption of the Sprint ICA under both 47 U.S.C. § 252(i) and AT&T Inc.'s Merger Commitments No. 1 as a matter of law and requires AT&T to execute an Adoption Agreement that is either in the form attached as Exhibit A to Nextel's *Motion for Summary Judgment* or the form similar to that used by the parties in Kentucky, but in either event, with an effective date the same day as Nextel's adoption request of May 18, 2007.

Respectfully submitted this 6th day of May, 2008.



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*Attorneys for Nextel South Corp. and
NPCR, Inc. d/b/a Nextel Partners*

EXHIBIT A

May 1, 2008

Burnet R. Maybank, III
Member
Admitted in SC

VIA ELECTRONIC FILING
AND REGULAR MAIL

Public Service Commission
Docketing Department
P.O. Drawer 11649
101 Executive Center Drive
Columbia, South Carolina 29211

**Re: Agreement between Bell South Telecommunications, Incorporated d/b/a
AT&T South Carolina, Alltel Communications, Incorporated and Alltel
Holding Corporate Services Incorporated**

Alltel Response in Opposition- Docket Number 2000-130-C

Dear Ladies and Gentlemen:

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

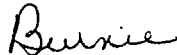
Myrtle Beach

Raleigh

In connection with the above-referenced matter, enclosed for filing please find Alltel Response in Opposition to AT&T's Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement ("Alltel Response in Opposition"), with Exhibit "1" Affidavit of Charles Cleary with Exhibits 1, 2, 3 & 4 mentioned therein. Also enclosed please find a docket cover sheet.

By copy of this letter, I am serving all parties of record with a copy of this Alltel Response in Opposition as indicated on the attached Certificate of Service.

Very truly yours,



Burnet R. Maybank, III
Enclosures
BRM/sjn

cc: Nanette S. Edwards, Esq.
All Parties of Record

1230 Main Street
Suite 700 (29201)
PO Drawer 2426
Columbia, SC 29202
www.nexsenpruet.com

T 803.540.2048
F 803.253.8277
E BMaybank@nexsenpruet.com
Nexsen Pruet, LLC
Attorneys and Counselors at Law

Docket Number 2000-130-C

**Agreement between Bell South Telecommunications, Incorporated d/b/a AT&T
South Carolina, Alltel Communications, Incorporated and
Alltel Holding Corporate Services Incorporated**

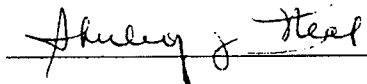
**Alltel Response in Opposition to AT&T's Motion
For Order Acknowledging Withdrawal of
Amendment for Interconnection Agreement**

CERTIFICATE OF SERVICE

I, Shirley J. Neal, hereby certify that on this 1st day of May, 2008, a copy of **Alltel Response in Opposition** (referenced above) was placed in the United States mail, via first class, postage prepaid to:

Florence P. Belser, Esq.
Office of Regulatory
Post Office Box 11263
Columbia, SC 29211
Email: fbelser@regstaff.sc.gov

Patrick W. Turner, Esq.
BellSouth Telecommunications, Inc. d/b/a
AT&T South Carolina d/b/a AT&T Southeast
P.O. Box 752
Columbia, SC, 29202
Email: pt1285@att.com



STATE OF SOUTH CAROLINA

(Caption of Case)

Agreement between Bell South Telecommunications,
Incorporated d/b/a AT&T South Carolina, Alltel
Communications, Incorporated and Alltel Holding
Corporate Services Incorporated

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET
NUMBER: 2000 - 130 - C

(Please type or print)

Submitted by: Burnett R. Maybank IIISC Bar Number: 3699Telephone: 803-771-8900Fax: 803-253-8277Address: Nexsen Pruet, LLC

Other: _____

1230 Main Street, Suite 700Columbia, SC 29201Email: bmaybank@nexsenpruet.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ Emergency Relief demanded in petition☐ Request for item to be placed on Commission's Agenda expeditiously☐ Other: _____

| INDUSTRY (Check one) | NATURE OF ACTION (Check all that apply) | | |
|--|--|--|---|
| <input type="checkbox"/> Electric | <input type="checkbox"/> Affidavit | <input checked="" type="checkbox"/> Letter | <input type="checkbox"/> Request |
| <input type="checkbox"/> Electric/Gas | <input type="checkbox"/> Agreement | <input type="checkbox"/> Memorandum | <input type="checkbox"/> Request for Certification |
| <input type="checkbox"/> Electric/Telecommunications | <input type="checkbox"/> Answer | <input type="checkbox"/> Motion | <input type="checkbox"/> Request for Investigation |
| <input type="checkbox"/> Electric/Water | <input type="checkbox"/> Appellate Review | <input type="checkbox"/> Objection | <input type="checkbox"/> Resale Agreement |
| <input type="checkbox"/> Electric/Water/Telecom. | <input type="checkbox"/> Application | <input type="checkbox"/> Petition | <input type="checkbox"/> Resale Amendment |
| <input type="checkbox"/> Electric/Water/Sewer | <input type="checkbox"/> Brief | <input type="checkbox"/> Petition for Reconsideration | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Certificate | <input type="checkbox"/> Petition for Rulemaking | <input checked="" type="checkbox"/> Response |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Comments | <input type="checkbox"/> Petition for Rule to Show Cause | <input type="checkbox"/> Response to Discovery |
| <input type="checkbox"/> Sewer | <input type="checkbox"/> Complaint | <input type="checkbox"/> Petition to Intervene | <input type="checkbox"/> Return to Petition |
| <input checked="" type="checkbox"/> Telecommunications | <input type="checkbox"/> Consent Order | <input type="checkbox"/> Petition to Intervene Out of Time | <input type="checkbox"/> Stipulation |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Discovery | <input type="checkbox"/> Prefiled Testimony | <input type="checkbox"/> Subpoena |
| <input type="checkbox"/> Water | <input type="checkbox"/> Exhibit | <input type="checkbox"/> Promotion | <input type="checkbox"/> Tariff |
| <input type="checkbox"/> Water/Sewer | <input type="checkbox"/> Expedited Consideration | <input type="checkbox"/> Proposed Order | <input checked="" type="checkbox"/> Other: <u>Cover Sheet</u> |
| <input type="checkbox"/> Administrative Matter | <input type="checkbox"/> Interconnection Agreement | <input type="checkbox"/> Protest | |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> Interconnection Amendment | <input type="checkbox"/> Publisher's Affidavit | |
| | <input type="checkbox"/> Late-Filed Exhibit | <input type="checkbox"/> Report | |

Print Form

Reset Form

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

| | | |
|-------------------------------|---|-----------------------|
| AGREEMENT BETWEEN |) | |
| BELLSOUTH |) | |
| TELECOMMUNICATIONS, |) | |
| INCORPORATED D/B/A AT&T SOUTH |) | |
| CAROLINA, ALLTEL |) | Docket No. 2000-130-C |
| COMMUNICATIONS, |) | |
| INCORPORATED AND ALLTEL |) | |
| HOLDING CORPORATE SERVICES |) | |
| INCORPORATED |) | |

**ALLTEL RESPONSE IN OPPOSITION TO AT&T'S MOTION
FOR ORDER ACKNOWLEDGING WITHDRAWAL OF AMENDMENT
TO INTERCONNECTION AGREEMENT**

COMES NOW Alltel Communications, LLC ("Alltel") and submits its response in opposition to Bell South Telecommunications, Inc. d/b/a AT&T South Carolina ("AT&T") Emergency Motion for Order Acknowledging Withdrawal of Amendment to Interconnection Agreement. (the "Motion"). Alltel objects to withdrawal as requested by AT&T and ask the Commission to approve the agreement amendment as filed. AT&T's allegations are wrong for several reasons: (1) AT&T, as part of its merger transaction with BellSouth, voluntarily committed to extending existing interconnection agreements for a period of three (3) years and cannot now simply ignore its clear commitment; and (2) there is no legitimate basis for AT&T to reject or otherwise terminate the parties' existing interconnection agreement and thus avoiding the current Amendment; and (3) the AT&T claim that it was not aware that Alltel lacked CLEC certification is incorrect and irrelevant..

DISCUSSION

I. AT&T is Obligated Under its Merger Conditions to Allow the Amendment Extending the Parties' Interconnection Agreement for a Period of Three Years.

AT&T's Motion is predicated on the notion that it would have not signed the Amendment and submitted it to the Commission if it would have known Alltel was no longer certified to provide CLEC operations in South Carolina. This argument assumes AT&T had a choice in agreeing to and entering into the Amendment to extend the parties' interconnection agreement for three (3) years – it did not.¹ The proposed Amendment extending the interconnection agreement for a period of three years is a direct result of AT&T's acceptance of certain merger conditions in its merger transaction with BellSouth. The fact that Alltel is no longer certified to provide CLEC services throughout South Carolina does not invalidate the interconnection agreement nor does it allow AT&T to avoid its merger commitment.

In March 2006, AT&T merged with BellSouth and as part of the merger approval process with the FCC and Department of Justice, AT&T made several commitments regarding its business practices in the future. Specifically, in order to reduce the transaction costs associated with interconnection agreements, AT&T is specifically required to:

permit a requesting telecommunications carrier to extend its current interconnection agreement, regardless of whether its initial term has expired, for a period of up to three years, subject to amendment to reflect prior or 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

¹ This argument also assumes AT&T did not know Alltel was no longer certified as a CLEC in South Carolina when it executed the Amendment – an argument Alltel disputes as discussed in Section II below.

In re AT&T, Inc. and BellSouth Corp. Application for Transfer of Control, 22 FCC Rcd 5662, ¶ 22, Appendix F at 5809 (2007). (“Merger Commitment 7.4)

On July 23, 2007, Alltel sent AT&T an Interconnection Extension Request pursuant to the obligations imposed on AT&T under Merger Commitment 7.4. (See Exhibit 1 to the attached Affidavit of Charles Cleary). Alltel’s extension request was made on the standard form developed by AT&T as a result of Merger Commitment 7.4. Thereafter, the parties executed the subject Amendment extending the parties’ interconnection agreement for a period of 3 years. AT&T now seeks to ignore its merger commitment and withdraw the Amendment.

AT&T’s argument that it simply would not have executed the Amendment is directly contradicted by its previous unambiguous and specific commitment to “permit a requesting telecommunication carrier to extend its interconnection agreement”. At the time of Alltel’s extension request the parties were properly operating under the terms of the interconnection agreement and Alltel simply sought to extend the relationship. AT&T has no choice but to allow the Amendment. AT&T’s position that it can avail itself of arbitration rather than the extension Amendment ignores and completely eviscerates its previously imposed merger condition to permit the extension of existing agreements (Merger Commitment 7.4) in order to reduce the transaction costs associated with interconnection agreements.

II. AT&T has no Legitimate Basis to Reject or Terminate the Parties Current Interconnection Agreement or Terminate the Amendment.

AT&T claims that because Alltel is no longer a CLEC it is not entitled to continue operating under the same terms and conditions as set out in the original interconnection agreement and claims that it did not know the facts related to Alltel ceasing CLEC

operations and surrendering CLEC certification when it entered into the Amendment. Again, AT&T is wrong for several reasons. The loss of CLEC status by Alltel does not provide AT&T an opportunity to terminate the Interconnection Agreement or the Amendment. Prior to executing the Amendment AT&T acknowledged that Alltel's former CLEC operations had been transferred to Windstream effective July 2006, that Alltel was not conducting CLEC operations and knew or should have known that Alltel surrendered all CLEC certifications in 2006 at or prior to the time AT&T executed the Amendment. AT&T waived any requirements associated with CLEC operations or certifications.

It is undisputed that at the time of originally entering into the interconnection agreement Alltel conducted operations as both a CMRS (wireless) provider and CLEC. . The interconnection agreement, however, does not condition the continued validity and existence of the agreement on the continued operations as both a CMRS and CLEC provider. Alltel's subsequent decision to cease its CLEC operations and transfer its CLEC certifications is not a default under the interconnection agreement nor does it provide a legitimate basis to terminate the agreement and thus invalidate the Amendment.

Simply put under the terms of the interconnection agreement, the lack of continued CLEC certification by Alltel does not terminate or otherwise affect the continued validity of the agreement. There is no dispute among the parties that despite the fact that Alltel transferred its CLEC certifications in July 2006 the parties' continued to operate under the terms and conditions of the interconnection agreement without incident. In fact, under the Act and FCC rules, Alltel would be allowed to simply opt-in to the same type of interconnection agreement despite the lack of CLEC status. Specifically, 47

U.S.C. § 252(i) and 47 C.F.R. § 51.809(a) provide carriers like Alltel the ability to opt-in to established interconnection agreements and incumbent carriers like AT&T are prohibited from discriminating in favor of one particular carrier.

AT&T attempts to rely on the standard notice requirements in section 9.2 of the interconnection agreement as a means to argue that if notice was properly provided it would not have executed the Amendment. Again, this argument assumed it had a choice to permit the Amendment – which it did not under Merger Commitment 7.4. It also assumes Alltel was actually required to give such notice – which it was not. Section 9.2 requires notice in the event of a name change or change to corporate structure. At the time the Amendment was executed Alltel did neither, therefore notice was not required.² In ceasing CLEC operations Alltel simply transferred all its CLEC-related assets to what is now known as Windstream – there was no corporate structure change by Alltel. Alltel Communications, the party to the interconnection agreement, remained intact as a Delaware corporation. Furthermore, section 9.2, if applicable merely required notice but did not provide termination rights in the event of any such notice given regarding name change or structure. If notice was not provided expressly under this section, failure to do so is without remedy and certainly without harm. However, as discussed below, AT&T had very substantial notice and involvement in the transfer of CLEC assets and operations to Windstream.

AT&T's contention that it was unaware that Alltel lacked CLEC certification or operations at the time it executed the agreement is without any basis. In late 2005 through mid 2006, Windstream Communications, and Alltel in some cases, filed

² AT&T's argument that Windstream changed its name from AHCSI is irrelevant due to that fact that AHCSI, the party that underwent a name change to Windstream, is not a party to the interconnection agreement, Alltel Communications is.

7 applications, notices or tariff changes in North Carolina, South Carolina, Georgia, Florida, Alabama, Mississippi and the FCC, among many other agencies, that asked permission or disclosed the transfer of the Alltel CLEC operations to Windstream Communications. AT&T was well aware of these applications and this transfer. If AT&T had a legitimate basis for default or termination of the Interconnection Agreement (which it did not under the terms agreement) it should have claimed default at that time. It did not.

It cannot legitimately claim that it did not have knowledge. In fact, in that time frame, AT&T was very involved in various aspects of the CLEC operations transfer to Windstream. Because Alltel as a CLEC had numerous relationships with AT&T in several states, including North Carolina, South Carolina, Georgia, Florida, Alabama, and Mississippi, it was necessary for Alltel, Windstream and AT&T to negotiate, coordinate and communicate substantially to change billing and names on, among others, accounts for collocations and private line circuits that enabled Alltel and now Windstream to carry out CLEC operations in AT&T service areas.

In South Carolina, its claim of lack of knowledge is even more suspect. As AT&T acknowledged, the application to this Commission by Windstream expressly disclosed that Alltel's CLEC operations and certificate were being transferred to Windstream. Alltel retained nothing related to CLEC and AT&T has known this since long prior to executing the Amendment. The South Carolina Commission Order transferring CLEC from Alltel to Windstream is dated March 28, 2006 – seventeen months prior to execution of Amendment and it expressly describes this transfer to Windstream. The Order is public information and certainly AT&T was aware of the application and its

outcome in South Carolina prior to the date of the Amendment. As the Commission is very aware, AT&T actively monitors proceedings at the Commission and can not in good faith claim that its organization did not know that the Alltel CLEC operations were transferred to Windstream.

Even an argument that AT&T in South Carolina did not tell AT&T corporate office in Atlanta fails and would not be a legitimate excuse. It can not hide an internal failure to communicate. However, the argument also fails factually because AT&T's own witness in this matter, Randy Ham, knew prior to the execution of the Amendment that Alltel had transferred its CLEC operations. On April 24, 2007, four months prior to AT&T's execution of the Amendment, AT&T witness Randy Ham sent an email to Alltel representative Charles Clearly acknowledging the fact that Alltel had transferred its CLEC operations to Windstream. Specifically, Mr. Ham stated that it was "AT&T Southeast's understanding that ALLTEL transferred all or most of its CLEC customers to Windstream..." (See Exhibit 1 to the attached Affidavit of Charles Cleary). As a result, AT&T clearly knew that Alltel had ceased CLEC operations and the presence of CLEC certifications was irrelevant to the ongoing agreement. While in that same time frame and subsequently, Alltel was also surrendering its CLEC certifications, the presence of the certifications were irrelevant to Mr. Ham then and now seem relevant to them only after they determined they want to now try to rescind the Amendment.

Furthermore, in an about face to the AT&T position that Alltel no longer qualified for the Amendment due to ceasing CLEC operations, one month prior to execution of the Amendment, AT&T waived that requirement. Subsequent to the above described email from Mr. Ham, AT&T sent a letter to Alltel accepting the extension of the

interconnection agreement pursuant to Merger Commitment 7.4. AT&T requested that Alltel provide it any CLEC certifications prior to its execution of the Amendment. Alltel provided no such certifications to AT&T as it had already transferred such to Windstream in South Carolina and was surrendering others elsewhere. (See attached Affidavit of Charles Cleary). Despite the fact that Alltel did not provide and did not have CLEC certifications, AT&T thereafter executed the Amendment. In short, AT&T knew very well that all Alltel CLEC customers and operations had been transferred to Windstream effective July 2006 and knew very well that Alltel had not provided it any evidence of continued CLEC certification, as it could not. However, armed with all this knowledge AT&T executed the Amendment. AT&T clearly waived any condition or requirement related to such and cannot now walk away from the Amendment that it entered into knowing the facts related to Alltel ceasing its CLEC operations and surrendering any CLEC certifications, particularly in South Carolina.

CONCLUSION

For all the above-stated reasons, Alltel respectfully requests that the Commission approve the Amendment to the parties' interconnection agreement as filed.

**BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

| | | |
|-------------------------------|---|-----------------------|
| AGREEMENT BETWEEN |) | |
| BELLSOUTH |) | |
| TELECOMMUNICATIONS, |) | |
| INCORPORATED D/B/A AT&T SOUTH |) | |
| CAROLINA, ALLTEL |) | Docket No. 2000-130-C |
| COMMUNICATIONS, |) | |
| INCORPORATED AND ALLTEL |) | |
| HOLDING CORPORATE SERVICES |) | |
| INCORPORATED |) | |

AFFIDAVIT OF CHARLES CLEARY

| | | |
|--------------------|--------|--|
| STATE OF ARAKANSAS |) | |
| |) ss.: | |
| COUNTY OF PULASKI |) | |

I, Charles Cleary, being duly sworn, depose and state that the following information is true and correct to the best of my knowledge, information, and belief:

1. The statements contained in this Affidavit are based upon my own personal knowledge.

2. I am currently the Staff Manager for Wireless Interconnection for Alltel Communications, LLC.

3. I have personally been involved in negotiations with AT&T regarding the parties' interconnection agreement and Alltel's request to extend the parties' interconnection agreement pursuant to AT&T's Merger Commitment 7.4 and the execution of the Amendment that extends the interconnection agreement.

4. On April 24, 2007, I received an email correspondence from AT&T witness Randy Ham in which he acknowledged and discussed the fact that Alltel "had transferred all or most of its CLEC customers to Windstream."

5. Attached hereto as Exhibit 1 is a true and correct copy of the April 24, 2007 email correspondence from AT&T witness Randy Ham.

6. On July 23, 2007, I sent to AT&T a formal request to extend the parties' current interconnection agreement for a period of 3 years pursuant to AT&T's Merger Commitment 7.4.

7. Attached hereto as Exhibit 2 is a true and correct copy of Alltel's Interconnection Agreement Extension Request, on AT&T's standard form.

8. On August 17, 2007, in response to Alltel's extension request, I received a letter from AT&T acknowledging and accepting Alltel's extension request pursuant to AT&T's Merger Commitment 7.4. Within that correspondence AT&T stated that "Alltel must furnish proof of its CLEC certification in all states requested." I did not furnish any such CLEC certification to AT&T nor did I represent in any way that Alltel had ongoing CLEC operations within South Carolina at that time. At that time, Alltel no longer had a CLEC certification for the State of South Carolina and had either terminated or was terminating all others,

9. Attached hereto as Exhibit 3 is a true and correct copy of the AT&T correspondence dated August 17, 2007.

10. On September 16, 2007 I received an email correspondence from AT&T witness Randy Ham that attached the Amendment executed by AT&T. At no time prior to receiving the executed Amendment did I provide AT&T a CLEC certification for the State of South Carolina as previously requested by AT&T.

11. Attached hereto as Exhibit 4 is a copy of the September 16, 2007 email and attached executed Amendment.

FURTHER AFFIANT SAYETH NOT.

Charles Cleary
Charles Cleary

Subscribed and sworn to before me
this 1st day of May, 2008.

Rebecca Butler
Notary Public

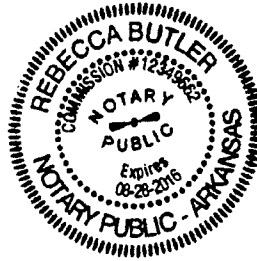


EXHIBIT "1"

Simpson, Sean

From: Ham, Randy [Randy.Ham@bellsouth.com]
Sent: Tuesday, April 24, 2007 3:19 PM
To: Cleary, Chuck
Cc: Soto, G James (Attswbt); Kelley, Benton E (Attops); Bailey, Dwight
Subject: Interconnection Agreement Negotiations

Chuck,

Concerning our recent correspondence and discussions regarding AT&T Southeast's request to renegotiate the interconnection agreement between ALLTEL Communications, Inc. (ALLTEL) and AT&T Southeast which expires August 29th 2007, it is AT&T Southeast's understanding that ALLTEL transferred all or most of its CLEC customers to WindStream which has subsequently negotiated its own interconnection agreement with AT&T Southeast. From discussions in 2006 with ALLTEL it is our understanding that ALLTEL has retained some CLEC licenses in the AT&T Southeast region, however, it is also our understanding that ALLTEL no longer has a similar number of subscribers in the AT&T Southeast region as it had when the current combined CLEC/CMRS interconnection agreement was negotiated.

As a result, AT&T Southeast does not feel that a combined CLEC/CMRS agreement is appropriate and requests that separate CLEC and CMRS interconnection agreements be negotiated.

To that end, I will be handling the negotiations for the CMRS interconnection agreement and James Soto at 214-858-0716 (email address gs4508@att.com) will be handling the CLEC negotiations. Please contact me if you have any questions.

Randy Ham
AT&T Wholesale
205-321-7795

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GA623

4/28/2008

EXHIBIT "2"

TO: Contract Management
311 S Akard
Four AT&T Plaza, 9th floor
Dallas, TX 75202
Fax: 1-800-404-4548

July 23, 2007

RE: Interconnection Agreement Extension Request

Director – Contract Management:

Pursuant to Merger Commitment 7.4 under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp. ("ICA Merger Commitment 7.4"), Alltel Communications, Inc. ("Carrier") desires to extend the term of its Interconnection Agreement in the state of South Carolina for three (3) years from the original expiration date of the agreement and, by this notice, requests AT&T's template amendment to accomplish that extension. Carrier understands that pursuant to ICA Merger Commitment 7.4, extension of the Interconnection Agreement is also subject to amendment to reflect prior changes of law.

Current notices contact information is as follows. This contact information is a change from information currently listed in the parties' Interconnection Agreement.

| | CARRIER NOTICE CONTACT INFO* |
|---|--|
| NOTICE CONTACT NAME | Chuck Cleary |
| NOTICE CONTACT TITLE | Staff Manager – Wireless Interconnection |
| STREET ADDRESS | 1 Allied Drive |
| ROOM OR SUITE | 1269-B1-F03-C |
| CITY, STATE, ZIP CODE | Little Rock, Arkansas 72202 |
| E-MAIL ADDRESS | chuck.cleary@alltel.com |
| TELEPHONE NUMBER | 501-905-8000 |
| FACSIMILE NUMBER | 501-905-6307 |
| STATE OF INCORPORATION | Delaware |
| TYPE OF ENTITY (corporation, limited liability company, etc.) | Corporation |

Form completed and submitted by: Chuck Cleary

Contact number: 501-905-4527

* All requested contact information is required. Be aware that the failure to provide accurate and complete information may result in return of this form to you and a delay in processing your request.

Eddie A. Reed, Jr.
Director-Contract Management
AT&T Wholesale Customer Care

AT&T Inc.
311 S. Akard, Room 940.01
Dallas, TX 75202
Fax 214 464-2006



EXHIBIT "3"

August 17, 2007

Chuck Cleary
Staff Manager - Wireless Interconnection
Alltel Communications, Inc.
One Allied Drive
Room 1269-B1-F03-C
Little Rock, AR 72202

Re: Alltel Communications, Inc.'s Requests to Port Interconnection Agreement

Dear Mr. Cleary:

Your letters dated July 23, 2007 and August 15, 2007, respectively, on behalf of Alltel Communications, Inc. ("Alltel"), in compliance with our mutual good faith obligations under the Telecommunications Act of 1996 were e-mailed after 5:00pm on August 15, 2007 and received on August 16, 2007. The aforementioned letters state that Alltel desires extend the term of its Interconnection Agreement in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee for three (3) years from the original expiration date of the Agreement, pursuant to ICA Merger Commitment 7.4, and to port said Interconnection Agreement to the states of Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas and Wisconsin, pursuant to ICA Merger Commitment 7.1, under "Reducing Transaction Costs Associated with Interconnection Agreements," effective December 29, 2006, associated with the merger of AT&T Inc. and BellSouth Corp.

To facilitate any upcoming discussions, I have signed and enclosed for your consideration two copies of our Mutual Confidentiality and Nondisclosure Agreement, which covers those items that are subject to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"). Please sign both documents and return one original to me.

For AT&T's records, Alltel must furnish proof of its certification as a CLEC for all states requested. Additionally, AT&T requires a copy of Alltel's registration with each Secretary of State's office showing its type of entity and company name. **NAME ON STATE CERTIFICATION AND NAME REGISTERED WITH SECRETARY OF STATE MUST MATCH EXACTLY** in order for AT&T to execute the Agreement. If they do not match, Alltel must change one or the other so that they are exactly the same for AT&T to sign the Agreement. Documentation may be faxed to Karla Minnick at 1-800-404-4548.

Again, be advised that proof of certification and a copy of Alltel's registration with the Secretary of State's office must be submitted and must match exactly before AT&T can execute the Agreement.

In addition, Alltel must provide documentation from Telcordia of its IAC (Interexchange Access Customer) (aka ACNA) Code and documentation from NECA of its Operating Company Number(s) (OCN), which may be faxed to the number listed above.

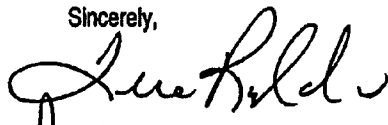
Randy Ham will continue to be the AT&T Wireless Lead Negotiator assigned to Alltel Communications, Inc. for the 9-state region. He can be reached at (205) 321-7795. Kay Lyon will continue to be the AT&T Wireless Led Negotiator for the 13-state region. She may be contacted at (214) 858-0728. James Soto will continue to be the AT&T CLEC Lead Negotiator and can be reached at (214) 858-0716. Please direct any questions or concerns you may have to either Randy, Kay or James.

The signature-ready amendment to extend the term of Alltel's ICA for three (3) years from the original expiration date will be forwarded to you under separate cover via electronic mail.

With regard to Alltel's request to port its North Carolina Interconnection Agreement to the 13-state region, AT&T is currently reviewing the requested Agreement for current law, technical feasibility, pricing, etc., and will respond with its findings upon conclusion of such. However, AT&T asks that Alltel notice its current approved Agreements in the 13-state region for termination according to the terms of said contracts.

Thank you for your patience.

Sincerely,



Eddie A. Reed, Jr.

Enclosures

CERTIFICATE OF SERVICE

I hereby certify that on May 6, 2008, a true and correct copy of the foregoing has been served on the parties set forth below, via the method(s) indicated below:

Guy M. Hicks
Joelle Phillips
BellSouth Telecommunications, Inc.
d/b/a AT&T Tennessee
333 Commerce Street, Suite 2101
Nashville, TN 37201-3300
gh1402@att.com
jp3881@att.com

US Mail and Electronically

E. Earl Edenfield, Jr.
John T. Tyler
675 West Peachtree Street, N.E., #4300
Atlanta, GA 30375

U.S. Mail



Melvin J. Malone