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VIA ELECTRONIC FILING

Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: *Applications Filed by Qwest Communications International Inc. and CenturyTel, Inc. d/b/a CenturyLink for Consent to Transfer Control, WC Docket No. 10-110*

Dear Ms. Dortch:

Sprint Nextel Corporation ("Sprint") writes to briefly respond to the recent letter filed in this docket by CenturyLink, Inc. ("CenturyLink") and Qwest Communications International Inc. ("Qwest") dated October 22, 2010.

Sprint agrees with CenturyLink and Qwest that minor modifications to interconnection agreements that would be ported across state lines is clearly appropriate. As was the case in agreements ported according to the terms of the *AT&T/BellSouth Merger Commitments*, modifications to reflect specific state regulatory decisions and state pricing were made to those agreements. The same would be expected under Sprint's proposal. However, the process is not a daunting one and has been easily accomplished. It has proven to be neither impractical nor technically infeasible. And contrary to the claims of CenturyLink and Qwest, there is ample legal precedent to support porting of interconnection agreements as Sprint has litigated and won the right to

port agreements according to the *AT&T/BellSouth* Merger Commitments in multiple states across state and company lines.¹

In fact, the legacy Embarq companies, Century Link and Qwest all present a standard template for interconnection agreement negotiations that is used across all of their states. The final contracts reflect the specific state regulatory decision and state pricing in effect in each state while using the multi-state language agreed to for the vast majority of the contract. Indeed, contracts of a similar vintage are nearly identical, reflecting only the changes needed for specific state regulatory decisions and specific state pricing. Because networks vary from state to state, the language in the contracts acknowledges that performance will be required “where technically feasible.”² And in those cases where contracts were modified from the template to reflect specific network

¹ See, e.g. *Application of Sprint Communications Company L.P. (U 5112 C) and Sprint Telephony PCS, L.P. (U 3064 C) and Nextel of California, Inc. (U 3066 C) for Commission Approval of an Interconnection Agreement with Pacific Bell Telephone Company d/b/a AT&T California pursuant to the “Port-In Process” Voluntarily Created and Accepted by AT&T Inc. as a Condition of Securing Federal Communications Commission Approval of AT&T Inc.’s Merger with BellSouth Corporation*, Application 07-12-017, Decision Granting Sprint Nextel’s Request to Port-in to California a Kentucky Interconnection Agreement, Subject to Certain Limitations, Public Utilities Commission of California Decision 08-11-041, November 21, 2008; *Sprint Communications L.P. d/b/a Sprint Communications Company L.P.; SprintCom, Inc.; WirelessCo, L.P.; Nextel West Corp.; and NPCR, Inc. vs Illinois Bell Telephone Company Complaint and Request for Declaratory Ruling pursuant to Sections 13-514, 13-515, 13-801, and 10-108 of the Illinois Public Utilities Act*, Docket No. 07-0629, Illinois Commerce Commission Order, July 30, 2008; *In the Matter of the Complaint of Sprint Communications L.P., Sprint Spectrum L.P., Nextel West Corp and NPCR, Inc., Complainants vs. Southwestern Bell Telephone Company d/b/a AT&T Kansas, Respondent*, Docket No. 08-SWBT-602-COM, State Corporation Commission of the State of Kansas Order of Presiding Officer Determining Commission Has Jurisdiction To Enforce Merger Commitments, Denying SWBT Motion to Dismiss And Ordering SWBT to Port In Kentucky ICA, March 13, 2008; *In the Matter of the Carrier-to-Carrier Complaint and Request for Expedited Ruling of Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc., Complainants, v. The Ohio Bell Telephone Company dba AT&T Ohio*, Respondent, Relative to the Adoption of an Interconnection Agreement, Case No. 07-1136, TP-CSS The Public Utilities Commission of Ohio Finding and Order, February 5, 2008; and *Complaint and Request to Open Docket on behalf of Sprint Communications Company L.P., Sprint Spectrum L.P., Nextel West Corp., and NPCR, Inc., against Wisconsin Bell, Inc., d/b/a AT&T Wisconsin*, Docket No. 6720-TI-211, Public Service Commission of Wisconsin Final Decision, June 5, 2009 (All approving porting of interconnection agreements across state lines and across company lines to fulfill the Merger Commitments in Memorandum Opinion and Order, *In the Matter of AT&T Inc. and BellSouth Corporation Application for Transfer of Control*, 22 F.C.C.R. 5662).

² The Qwest Interconnection Agreement reflects the fact that “technical feasibility” is already built into the contract and that it is not a stumbling block to porting agreements. It states: “7.1.1. This Section describes the Interconnection of Qwest’s network and Sprint’s network for the purpose of exchanging Exchange Service (EAS/Local traffic), Exchange Access (IntraLATA Toll) and Jointly Provided Switched Access (InterLATA and IntraLATA) traffic. Qwest will provide Interconnection at any Technically Feasible point within its network, including but not limited to, (i) the Line Side of a local Switch (i.e., local switching); (ii) the Trunk Side of a local Switch, (iii) the trunk connection points for a tandem Switch, (iv) Central Office Cross Connection points, (v) out-of-band signaling transfer points necessary to exchange traffic at these points and access call-related databases, and (vi) points of access to Unbundled Network Elements. Section 9 of this Agreement describes Interconnection at points (i), (iv), (v), and (vi), although some aspects of these Interconnection points are described in Section 7.”

configurations in a given state, the ported contract could easily be conformed by the insertion of "where technically feasible" to allow for ease of porting and ease of administration.

It should also be recognized that the porting conditions in *AT&T/BellSouth* came in a case involving the combination of large ILECs. Mergers since the *AT&T/BellSouth* case, other than the CenturyLink/Qwest merger, have involved smaller carriers. In this case, Qwest is an RBOC and CenturyLink is the largest of the non-RBOC carriers, and their combination creates an even larger number three ILEC. Thirty three states are involved in the footprint, and numerous operating entities. The sheer scope of the combined operation amply justifies the interconnection porting conditions that will significantly reduce the transaction costs of those carriers that will interconnect with this larger, more powerful enterprise. And this is a reasonable and rational way of sharing synergy opportunities with those who will interconnect with the larger CenturyLink/Qwest.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "W. Richard Morris". The signature is written in a cursive, slightly slanted style.

W. Richard Morris

pc: Nick Alexander
Neil Dellar
Alex Johns
Pam Megna
Virginia Metallo
Christi Shewman
Carol Simpson
Don Stockdale