

Sprint Spectrum L.P.  
Sprint Communications Company L.P.  
Nextel Communications of the Mid-Atlantic, Inc.  
Virgin Mobile USA, Inc.

Respondent: James R. Burt  
Title: Director – Policy  
Date: March 18, 2014

D.T.C. 1-1 Produce a copy of each of the 12 IP interconnection agreements Sprint currently has with major carriers, as referenced in Sprint’s July 8, 2013 Comments to the FCC in *Technology Transitions Policy Task Force Seeks Comment on Potential Trials*, GN Docket No. 13-5, at 6 (FCC filed July 8, 2013).

**Objections:** Sprint objects that the documents sought are not relevant to the issue subject to investigation: whether the Verizon-Comcast IP Interconnection Agreement(s) is an Interconnection Agreement under 47 U.S.C. § 251 requiring it to be filed with the Department of Telecommunications and Cable (“Department”) in accordance with 47 U.S.C. § 252. Furthermore, the documents requested are not relevant as they neither involve the parties subject to investigation in the matter at bar, nor the type of carrier, Incumbent Local Exchange Carrier, whose duties under law are subject to examination in the matter at bar. Sprint objects that as the current investigation focuses exclusively on a legal question and its application to the Verizon-Comcast IP Interconnection Agreement(s), the existence and terms of Sprint’s contracts with other carriers neither constitute admissible evidence, nor are they reasonably calculated to lead to the discovery of admissible evidence; and thus, the documents requested are not discoverable. Sprint objects to the extent that the question seeks information that is subject to contractual provisions and requirements that may prevent or limit disclosure; and Sprint will take no action that could be deemed a breach of its contractual duties. Notwithstanding the foregoing objections, and without waiving those objections, Sprint responds as follows.

**Response:** Sprint will produce the requested contracts in redacted format and subject to the objections above and the following conditions. As called for in the various contracts, Sprint will notify the contracting parties of its intent to produce the contracts. Sprint will produce the documents as pertinent confidentiality provisions and requirements in the various contracts are met. The documents produced will be designated **HIGHLY SENSITIVE CONFIDENTIAL INFORMATION**.

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D.T.C. 1-2 State whether Sprint has entered into an IP interconnection agreement with an ILEC, and if yes, produce a copy of the IP interconnection agreement and state whether Sprint or the ILEC has filed the IP interconnection agreement with a state agency for approval pursuant to 47 U.S.C. 252.

**Objections:** Sprint objects that the question posed and the document(s) sought are not relevant to the issue subject to investigation: whether the Verizon-Comcast IP Interconnection Agreement(s) is an Interconnection Agreement under 47 U.S.C. § 251 requiring it to be filed with the Department of Telecommunications and Cable (“Department”) in accordance with 47 U.S.C. § 252. Sprint objects to the interrogatory because as the current investigation focuses exclusively on a legal question and its application to the Verizon-Comcast IP Interconnection Agreement(s), the existence and terms of Sprint’s contracts with any other carriers are not admissible evidence and not reasonably calculated to lead to the discovery of admissible evidence; and thus, the question and the documents requested are not discoverable. Notwithstanding the foregoing objections, and without waiving those objections, Sprint responds as follows.

**Response:** SprintCom, Inc. and WirelessCo L.P. (through their agent Sprint Spectrum L.P.), NPCR, Inc. d/b/a Nextel Partners and Nextel West Corp. (collectively “Sprint IL”) arbitrated the issue of IP-to-IP Interconnection with AT&T Illinois before the Illinois Commerce Commission (“ICC”) in Case No. 12-0550. In its Arbitration Decision issued on June 26, 2013, the ICC concluded that it did not have sufficient information to decide whether AT&T Illinois was required to provide IP-to-IP Interconnection under the Communications Act of 1934, as amended (the “Act”). Instead, the ICC approved AT&T Illinois’ proposed Interconnection Agreement (“ICA”) language for Section 3.11.2.2 of the General Terms and Conditions that would allow Sprint IL to seek IP-to-IP interconnection pursuant to a requested amendment and, if the parties could not reach a resolution, then the ICC would address whether or not Sprint IL was entitled to IP-to-IP Interconnection under the Act pursuant to the ICA’s Formal Dispute Resolution process. Sprint IL and AT&T Illinois submitted the Commission ordered language in Illinois Commerce Commission Case No. 13-0443. The link to the July 18, 2013 filed Sprint IL – AT&T Illinois ICA is: <http://www.icc.illinois.gov/docket/files.aspx?no=13-0443&docId=200816>

Sprint Spectrum L.P. (“Sprint Spectrum”) arbitrated the issue of IP-to-IP Interconnection with AT&T Michigan in Case No. U-17349 before the Michigan Public Service Commission (“MPSC”). The MPSC issued its Arbitration Order on December 6, 2013 finding, among other things, that AT&T Michigan is obligated to provide IP-to-IP Interconnection pursuant to 47 U.S.C. § 251(c)(2). On February 25, 2013, Sprint Spectrum and AT&T Michigan filed a Joint

Submission and ICA with the MPSC in MPSC Case No. U-17569 stating that the parties have reached a contingent resolution of Issue 1 regarding IP-to-IP Interconnection and therefore the ICA filed with such submission did not contain the language for IP-to-IP Interconnection proposed by Sprint Spectrum and adopted by the MPSC for Issue 1 in MPSC Case No. U-17349. Instead the parties contingently agreed that all traffic Sprint exchanges with AT&T Michigan pursuant to the ICA will be delivered in TDM format but nothing in the ICA prohibits the parties from exchanging traffic in IP format pursuant to a separate agreement. The link to the February 25, 2013 Joint Submission and ICA is:

<http://efile.mpsc.state.mi.us/efile/docs/17569/0001.pdf>.

Sprint is aware that the MPSC issued an order today, March 18, 2014, regarding Sprint and AT&T Michigan's resolution of Issue 1 regarding IP-to-IP Interconnection. Sprint has not had adequate time to review the order and addressed it herein. To the extent such order, or actions taken pursuant to such order, warrants supplementation of Sprint's response to this Information Request, Sprint will provide a supplemental response at the appropriate time.

Further responding to whether Sprint has an IP interconnection agreement with an ILEC, Sprint states that it does not have an IP interconnection agreement with an ILEC.