

STATE OF MISSOURI

Northeast Missouri Rural Telephone Company )  
And Modern Telecommunications Company, et. al.)

Petitioners, )

) Case No. TC-2002-57 et al

v. )

Southwestern Bell Telephone Company, )  
Southwestern Bell Wireless (Cingular), )  
Voicestream Wireless (Western Wireless), )  
Aerial Communications, Inc., CMT Partners )  
(Verizon Wireless), Sprint Spectrum LP, )  
United States Cellular Corp., and Ameritech )  
Mobile Communications, Inc., )

Respondents. )

AFFIDAVIT OF ANGELA R. LINARES

STATE OF KANSAS )

) ss:

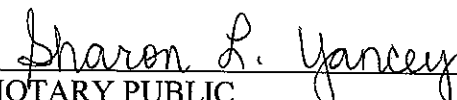
COUNTY OF JOHNSON )

I, Angela R. Linares, being of lawful age and duly sworn, dispose and state on my oath the following:

1. I am presently Senior Regulatory Analyst for Sprint.
2. I have participated in the preparation of the attached Rebuttal Testimony in question and answer form to be presented in the above entitled case;
3. The answers in the attached Rebuttal Testimony were given by me; and,
4. I have knowledge of the matters set forth in such answers and that such matters are true and correct to the best of my knowledge and belief.

  
ANGELA R. LINARES

Subscribed and sworn to before me on this 18 day of February, 2004.

  
NOTARY PUBLIC

My Appointment Expires:

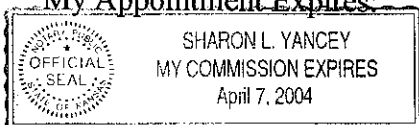


Exhibit No.:  
Issues: InterMTA Factors  
Witness: Angela Linares  
Sponsoring Party: Sprint PCS  
Type of Exhibit: Rebuttal Testimony  
Case No.: TC-2002-057  
Date Testimony Prepared: February 20, 2004

**SPRINT SPECTRUM, LP  
d/b/a  
SPRINT PCS**

**REBUTTAL TESTIMONY  
OF  
ANGELA LINARES**

**CASE NO. TC-2002-057**

Jefferson City, Missouri  
February 20, 2004

1                   **BEFORE THE PUBLIC SERVICE COMMISSION**  
2                   **OF THE STATE OF MISSOURI**  
3                   **REBUTTAL TESTIMONY**  
4                   **OF**  
5                   **ANGELA LINARES**  
6

7   **Q.     Please state your name and business address.**

8   A.     My name is Angela Linares. My business address is 6360 Sprint Parkway,  
9           Overland Park, Kansas 66251.  
10

11 **Q.     By whom are you employed and in what capacity?**

12 A.     I am a Senior Regulatory Analyst in the Sprint Business Solutions Center, Carrier  
13           Access/Wholesale, Access Management group at Sprint Communications L.P.  
14

15 **Q.     Briefly state your education and experience as it relates to the provision of**  
16 **telecommunications services generally and commercial mobile radio services**  
17 **in particular.**

18 A.     I hold a Master of Business Administration Degree from the University of  
19           Missouri, Kansas City and a Bachelor of Science Degree in Accounting from the  
20           Pennsylvania State University. I have been employed by Sprint for the past five  
21           years, mostly in the wireless division, Sprint Spectrum L.P., d/b/a/ Sprint PCS.  
22           My work experience includes billing auditing and billing research, dispute

1 resolution negotiations and Interconnection Agreement negotiations for Sprint  
2 PCS.

3  
4 **Q. What are your responsibilities in your current position?**

5 A. In my current position I am responsible for negotiating select billing settlement  
6 agreements between Sprint PCS and multiple other telecommunications carriers.  
7 I also provide a Carrier Relations function for various ILECs and wireless carriers  
8 that do business with Sprint. In this capacity I act as a facilitator of information  
9 between internal groups and act as a point of escalation for issues with carriers  
10 when requested.

11  
12 **Q. Have you previously appeared as a witness in this case?**

13 A. No. I will, however, be citing the testimony of Billy H. Pruitt who has previously  
14 filed Rebuttal and Surrebuttal testimony in this case on behalf of Sprint PCS.

15  
16 **Q. What is the purpose of your testimony?**

17 A. The purpose of my Rebuttal Testimony is two-fold. First, I will provide an update  
18 in regards to the substantial efforts Sprint PCS has made in reaching agreement  
19 with four of the six Petitioners to this case in regards to interMTA factors.  
20 Second, I will address the claims made by the Petitioners with regards to  
21 terminating wireless traffic that was originated by Sprint PCS and the  
22 determination of interMTA and intraMTA traffic proportions.

1   **Q.    What is the purpose of this phase of the case?**

2    A.    On June 3, 2003, the Commission reopened the record in this case for the limited  
3           purpose of receiving certain necessary evidence not adduced at the previous  
4           hearing held in this case. Specifically, the Commission noted that the "evidence  
5           in question concerns the proportion of the traffic at issue that is interMTA,  
6           wireless-originated traffic and the proportion that is intraMTA, wireless-  
7           originated traffic." At a prehearing conference held on June 16, 2003, the  
8           presiding officer urged the parties to provide the evidence in question by a  
9           negotiated stipulation and agreement.

10

11   **Q.    Did Sprint PCS negotiate inter/intraMTA factors with any of the Petitioners**  
12       **in this case?**

13    A.    Yes. Sprint PCS discussed interMTA factors with all six Petitioners: (1) Chariton  
14           Valley Telephone Company, (2) Northeast Missouri Rural Telephone Company,  
15           (3) Alma Telephone Company, (4) Mid-Missouri Telephone Company, (5) Mo-  
16           Kan Dial, Inc. and (6) Choctaw Telephone Company.

17

18   **Q.    Has Sprint PCS reached a negotiated stipulation and agreement regarding**  
19       **the inter/intraMTA factor with any of the Petitioners in this case?**

20    A.    Yes. To date Sprint PCS has negotiated agreements with four of the six  
21           Petitioners to this case. Specifically, Sprint PCS successfully negotiated  
22           interMTA factors with the following four parties to this case:

23                   Alma       -- 10% interMTA  
24                   Mid-Mo    -- 43% interMTA

1                   Choctaw   -- 0% interMTA  
2                   Mo-Kan    -- 0% interMTA  
3

4           The agreements between Sprint PCS and Alma, Mid-Mo and Mo-Kan were all  
5           filed with the Commission on December 24, 2003. The agreement between Sprint  
6           PCS and Choctaw was not filed because there is no traffic subject to dispute in  
7           this case (the negotiated factor is on a go-forward basis only and included in the  
8           Sprint PCS/Choctaw Interconnection Agreement – Case No. TK-2003-0373).  
9           Sprint PCS has not yet been able to reach agreement with Northeast or Chariton  
10          Valley.  
11

12   **Q.    Has Sprint PCS performed traffic studies for this case?**

13   A.    Yes. Sprint PCS conducted individual traffic studies for the following Petitioners:  
14          (1) Chariton Valley Telephone Company, (2) Northeast Missouri Rural Telephone  
15          Company, (3) Alma Telephone Company and (4) Mid-Missouri Telephone  
16          Company. The results of the traffic studies provide a determination of an  
17          appropriate interMTA factor for each company. The details behind these studies  
18          are more fully explained in Sprint PCS witness Derek Canfield's testimony.  
19          Sprint PCS reached agreement with (1) Alma Telephone Company, (2) Mid-  
20          Missouri Telephone Company, (3) Choctaw Telephone Company and (4) MoKan  
21          Dial, Inc. However, both Northeast Missouri Rural Telephone and Chariton  
22          Valley Telephone Company were provided copies of Sprint PCS' traffic studies  
23          but rejected Sprint PCS' results.  
24

1   **Q.    Are the Agreements that were reached with Alma, Mid-Mo and Mo-Kan and**  
2       **filed with the Commission in this case on December 24, 2003 considered to be**  
3       **Interconnection Agreements?**

4    A.   No. The negotiated stipulation addresses only the inter/intra MTA factors for the  
5       traffic subject to this dispute. The stipulation does not address compensation for  
6       the interMTA portion of the traffic in dispute nor does the stipulation address  
7       compensation for the intraMTA portion of the traffic in the dispute. Furthermore,  
8       the stipulation does not address traffic on a go-forward basis.

9  
10   **Q.   Has Sprint PCS entered into any formal Interconnection Agreements with**  
11       **any of the Petitioners in this case?**

12   A.   Yes. Sprint PCS has entered into an Interconnection Agreement with both  
13       MoKan Dial, Inc. (Case No. TK-2003-0427) and Choctaw Telephone Company  
14       (Case No. TK-2003-0373) as well as many other rural ILECs in the State of  
15       Missouri that are not a party to this case. The negotiated interMTA factors in the  
16       MoKan Dial, Inc. and the Choctaw Telephone Company agreements are currently  
17       0 (zero) percent.

18  
19   **Q.   Has Sprint PCS attempted to negotiate interMTA factors and/or**  
20       **Interconnection Agreements with Chariton Valley and Northeast?**

21   A.   Yes. As demonstrated in Sprint PCS witness Billy H. Pruitt's testimony already  
22       on record in this case, Sprint PCS has made multiple attempts at negotiating an  
23       Interconnection Agreement with all Petitioners. In witness Pruitt's testimony, he

1 referenced several attempts by Sprint PCS to initiate negotiations. (See Pruitt  
2 Rebuttal Testimony, Pruitt Schedule E, F, G, H, and I-1-19.) Sprint PCS has  
3 extended good faith efforts with Chariton Valley and Northeast to reach stipulated  
4 agreements. Since the conclusion of the first round of hearings in this case, Sprint  
5 PCS has issued additional requests for interconnection and an Interconnection  
6 Agreement, as well as made offers to settle all past exchange of traffic, back to  
7 February 5, 1998. (See Schedule ARL-1, Schedule ARL-2, and Schedule ARL-  
8 3).

9

10 **Q. Does Sprint PCS agree with the amount of traffic in dispute in this case?**

11 A. Yes. Sprint PCS agrees with the complainants reported minutes of use as stated  
12 in Direct Testimony. The minutes of use in dispute for this case are as follows:

13	Chariton Valley	23,966 minutes
14	Northeast	5,757 minutes
15	Mid-Missouri	44,654 minutes
16		

17 **Q. Chariton Valley witness Mr. Biere and Northeast witness Mr. Godfrey both**  
18 **testified that Sprint PCS should have maintained the actual call detail**  
19 **records associated with the above minutes in preparation for a possible**  
20 **future dispute. Do you believe this to be appropriate?**

21 A. No. As the originating wireless carrier, Sprint PCS does not maintain such call  
22 detail records. Furthermore, Sprint PCS does not operate on the ongoing  
23 assumption that its records associated with its exchanged traffic will be the  
24 subject of a future dispute. The traffic at issue in this case is approximately five  
25 years old. At the time the complaint was raised by the Petitioners, the traffic was



1 already approximately three years old. It is not customary in the wireless or  
2 wireline industry to maintain records for such long periods of time.

3  
4 **Q. If actual call detail records are not available, how can the appropriate**  
5 **inter/intra MTA ratio be established for the traffic subject to dispute in this**  
6 **case?**

7 A. There is no way to recreate the traffic in dispute in this case so some sort of proxy  
8 would need to be established. Sprint PCS submits that the use of current call  
9 details records is a reasonable approach – especially given the low volume of  
10 minutes in dispute. As noted above, Sprint PCS witness Mr. Derek Canfield has  
11 supervised the performance of such traffic studies.

12  
13 **Q. Chariton Valley witness Mr. Biere and Northeast witness Mr. Godfrey both**  
14 **described interMTA studies that were produced by their respective**  
15 **companies. Does Sprint PCS agree with the methodology that was used to**  
16 **produce these studies?**

17 A. No. The studies that were produced by both Chariton Valley and Northeast  
18 Missouri Rural, while based on the best information available to them, cannot be  
19 accurate simply because of the level of information that is available to them.  
20 Specifically, the traffic studies performed by both Mr. Biere and Mr. Godfrey  
21 lacked the physical location of the originating party. Mr. Biere and Mr. Godfrey  
22 simply used the "From" number (or the calling party number) as the origination  
23 point. However, the appropriate criteria upon which to base a traffic study which

1 determines the proportions of interMTA and intraMTA traffic would be the initial  
2 cell site as the origination point of the call for the mobile user. [Implementation  
3 of the Local Competition Provisions in the Telecommunications Act of 1996, 11  
4 FCC Rcd 15499(1996) ("First Report and Order") at 1044 (Aug. 1996).]. While  
5 both companies had the terminating end office location information, both lacked  
6 the essential originating cell site information, which would have accurately  
7 designated the originating MTA.

8  
9 A simple illustration may be helpful. Assume I have a cell phone assigned to the  
10 Kansas City MTA and my phone number is 816-686-0000. If I am physically  
11 located in Kansas City and place a wireless call to Queen City, MO (a Northeast  
12 Telephone Company exchange), the traffic study methodology of Mr. Biere and  
13 Mr. Godfrey would work. However, if I travel to Queen City, MO and make a  
14 wireless call to Queen City, the methodology of Mr. Biere and Mr. Godfrey  
15 would be flawed because of the use of my 816-686-6000 phone number rather  
16 than the originating cell site.

17  
18 **Q. Does Sprint PCS have any other concerns with the studies as presented by**  
19 **Chariton Valley witness Mr. Biere?**

20 **A.** Yes. After reviewing the traffic study as presented by Mr. Biere, it became  
21 apparent that much of the data was suspect. First, Mr. Biere included call traffic  
22 in his study for Sprint PCS that in fact was not Sprint PCS traffic. For example,  
23 there were three NPA-NXXs listed on Mr. Biere's data sheet and two NPA-NXXs

1 listed on Mr. Godfrey's data sheet that did not belong to Sprint. Furthermore,  
2 there were three Operating Company Numbers (OCNs) listed on Mr. Biere's data  
3 and two OCNs listed on Mr. Godfrey's data that did not belong to Sprint PCS.  
4 These items should be excluded from any Sprint PCS study.

5  
6 Second, after reviewing the average hold times (average length of a call) for many  
7 of the calls in the Chariton Valley Telephone Company study, I discovered that  
8 the average hold time reported by Mr. Beire was substantially higher than the  
9 average hold time usually associated with Sprint PCS traffic as determined by  
10 Sprint PCS Network Engineers. Specifically, Mr. Biere reported an average hold  
11 time of 69 minutes – meaning the average phone call lasted one hour, nine  
12 minutes. Based upon the traffic that traverses the switches in Missouri on Sprint  
13 PCS's network the average hold time varies between 1.4 minutes and 4.0 minutes,  
14 depending on the originating switch. When you consider that the traffic included  
15 in Chariton Valley's study was presented as traffic that was terminated in the  
16 fourth quarter of 2001, it seems suspect that the average hold times in 2001 were  
17 substantially higher than the hold times that are calculated today. Generally  
18 speaking, wireless traffic usage has increased substantially since 2001 and an  
19 average hold time that is 20 times or more higher than what is calculated today  
20 raises serious concerns regarding the validity of the data presented. For additional  
21 comparison purposes, the traffic study performed by Mr. Godfrey for Northeast  
22 reports an average hold time of approximately 5½ minutes.

1   **Q.    Mr. Biere's study also appears to include traffic that originated in distant**  
2       **parts of the country that is terminated over the local interconnection trunks.**  
3       **Does that comport with the way Sprint PCS has designed its network?**

4    A.   No. For example, traffic originated by a Sprint PCS customer in New York  
5       destined for a Northeast customer would be handed to an IXC for termination to  
6       Northeast. Northeast would bill the IXC terminating switched access charges  
7       pursuant to its applicable access tariff to recover its costs for terminating this call.  
8       This call would not be handed off to Northeast over the local interconnection  
9       trunks and this traffic would not be included in any Cellular Terminating Usage  
10      Summary Report (CTUSR) provided by the tandem provider. Inclusion of the  
11      IXC terminated traffic in Mr. Biere's traffic study would be inappropriate.

12

13   **Q.    Does Sprint PCS have a traffic study that it believes produces appropriate**  
14       **interMTA factors? If so, how do the factors compare to those presented by**  
15       **Chariton Valley witness Mr. Biere and Northeast witness Mr. Godfrey?**

16   A.   Yes. Sprint PCS witness Mr. Derek Canfield has had traffic studies performed  
17       under his supervision which Sprint PCS submits produces appropriate interMTA  
18       factors that can be used in this case. Based upon those traffic studies, the  
19       appropriate proportion of interMTA traffic for Chariton Valley Telephone  
20       Company should be 11.91% and for Northeast Missouri Rural Telephone  
21       Company, the appropriate proportion of interMTA traffic should be 11.33%.

22

23

1   **Q.    How would the interMTA factors be used in this case?**

2   A.    The MTA factors in this case will be applied to the total minutes of use subject to  
3       this Complaint case. As I noted earlier, the total minutes of use subject to this  
4       Complaint case are not in dispute – just the ratio between interMTA and  
5       intraMTA. The following chart provides a summarization:

	Total Traffic in Minutes	InterMTA Factor	Calculated InterMTA Minutes	Calculated IntraMTA Minutes
Chariton Valley	23,966	11.91%	2,854	21,112
Northeast	5,757	11.33%	652	5,105

6

7       As fully explained by Sprint PCS witness Mr. Billy Pruitt in the earlier phase of  
8       this case, access charges apply only to the interMTA minutes. In the above cases,  
9       Sprint would agree to pay Chariton Valley access for 2,843 minutes and Northeast  
10      for 652 minutes.

11

12   **Q.    Does this conclude your testimony?**

13   A.    Yes, this concludes my testimony.

14

Rebuttal Testimony of  
Angela Linares  
TC-2002-057

## **INDEX OF SCHEDULES**

- ARL - 1      Request For Interconnection Correspondence**
- ARL – 2      Further Northeast Correspondence**
- ARL – 3      Further Chariton Valley Correspondence**

Rebuttal Testimony of  
Angela Linares  
TC-2002-057

**Schedule ARL - 1**

**Request For Interconnection Correspondence**



SPRINT PCS<sup>SM</sup>

Angela Linares  
Carrier Interconnection Management  
6580 Sprint Parkway  
KSOPHW0516-5B218  
Overland Park, KS 66251  
(913) 794-9466 (W)  
(913) 794-0720 (F)

August 16, 2002

Gary Romig  
Mid-Missouri Rural Telephone Company  
215 Roe  
Pilot Grove, MO 65276  
(660) 834-3311

Re: Request for Interconnection between Sprint Spectrum, L.P. d/b/a Sprint PCS  
("Sprint PCS") and Mid-Missouri Rural Telephone Company ("Mid-Missouri") in the  
State of Missouri

Dear Mr. Romig:

Please consider this letter Sprint PCS' official request to begin negotiations for an Interconnection and Reciprocal Compensation Agreement with Mid-Missouri, in the State of Missouri, pursuant to Sections 251, 252 and 332 of the Telecommunications Act of 1934, as amended (the "Act").

Prior to this letter you should have already received Sprint PCS' proposed Interconnection and Reciprocal Compensation Agreement for your consideration as we begin the negotiation process. Sprint PCS would like to enter into negotiations for an interconnection agreement based upon the rules and regulations established by the FCC for LEC-CMRS interconnection. Please acknowledge by written correspondence if Mid-Missouri is willing to pursue formal negotiations pursuant to the procedural requirements of the Act. It is Sprint's desire to negotiate a final agreement, however, if arbitration is necessary, Sprint will, consistent with Section 252(b)(2) of the Act, file for arbitration between the 135<sup>th</sup> and 160<sup>th</sup> day after the date of receipt of this letter.

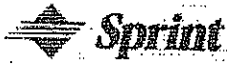
Should you have any questions, please contact me at 913-794-9466. I look forward to working with you.

Sincerely,

Angela Linares  
Sprint PCS

cc: Monica M. Barone – Sprint, Law and Regulatory Affairs  
Craig Johnson – Regulatory counsel for Mid-Missouri Rural Telephone Company





SPRINT PCS<sup>SM</sup>

Angela Linares  
Carrier Interconnection Management  
6580 Sprint Parkway  
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Overland Park, KS 66251  
(913) 794-9466 (W)  
(913) 794-0720 (F)

August 19, 2002

Bill Biere  
General Manager – Chariton Valley Telephone Corporation  
606 Oak Street  
Bucklin, MO 64631  
(660) 695-9930

Re: Request for Interconnection between Sprint Spectrum, L.P. d/b/a Sprint PCS  
("Sprint PCS") and Chariton Valley Telephone Corporation ("Chariton Valley") in the  
State of Missouri

Dear Mr. Biere:

Please consider this letter Sprint PCS' official request to begin negotiations for an Interconnection and Reciprocal Compensation Agreement with Chariton Valley, in the State of Missouri, pursuant to Sections 251, 252 and 332 of the Telecommunications Act of 1934, as amended (the "Act").

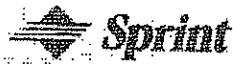
Attached to this letter, you will find Sprint PCS' proposed Interconnection and Reciprocal Compensation Agreement for your consideration as we begin the negotiation process. It is my belief that rural companies can negotiate and arbitrate pursuant to 251, 252 and 332 of the Telecommunications Act without waiving their rural status. Indeed this is precisely what the rural carriers did in the Oklahoma proceedings. Accordingly, Sprint PCS would like to enter into negotiations for an interconnection agreement based upon the rules and regulations established by the FCC for LEC-CMRS interconnection. Please acknowledge by written correspondence if Chariton Valley is willing to pursue formal negotiations, and if necessary arbitration. If arbitration is necessary, Sprint will, consistent with Section 252(b)(2) of the Act, file for arbitration between the 135<sup>th</sup> and 160<sup>th</sup> day after the date of receipt of this letter.

Sprint PCS will contact you within the next two weeks to initiate discussions. Should you have any questions in the interim, please contact me at 913-794-9466. I look forward to working with you.

Sincerely,

Angela Linares  
Sprint PCS

cc: Monica M. Barone – Sprint, Law and Regulatory Affairs  
Craig Johnson – Regulatory counsel for Chariton Valley Telephone Corporation



SPRINT PCS<sup>SM</sup>

Angela Linares  
Carrier Interconnection Management  
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August 19, 2002

Ray Ford  
General Manager – Modern Telecommunications, Inc. and Northeast Missouri Rural Telephone Company  
718 South West Street  
Green City, MO 63545  
(660) 874-4111

Re: Request for Interconnection between Sprint Spectrum, L.P. d/b/a Sprint PCS (“Sprint PCS”) and Modern Telecommunications, Inc. (“Modern”) and Northeast Missouri Rural Telephone Company (“Northeast”) in the State of Missouri

Dear Mr. Ford:

Please consider this letter Sprint PCS’ official request to begin negotiations for an Interconnection and Reciprocal Compensation Agreement with Modern and Northeast, in the State of Missouri, pursuant to Sections 251, 252 and 332 of the Telecommunications Act of 1934, as amended (the “Act”).

Attached to this letter, you will find Sprint PCS’ proposed Interconnection and Reciprocal Compensation Agreement for your consideration as we begin the negotiation process. It is my belief that rural companies can negotiate and arbitrate pursuant to 251, 252 and 332 of the Telecommunications Act without waiving their rural status. Indeed this is precisely what the rural carriers did in the Oklahoma proceedings. Accordingly, Sprint PCS would like to enter into negotiations for an interconnection agreement based upon the rules and regulations established by the FCC for LEC-CMRS interconnection. Please acknowledge by written correspondence if Modern and Northeast are willing to pursue formal negotiations, and if necessary arbitration. If arbitration is necessary, Sprint will, consistent with Section 252(b)(2) of the Act, file for arbitration between the 135<sup>th</sup> and 160<sup>th</sup> day after the date of receipt of this letter.

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Sincerely, .

Angela Linares  
Sprint PCS

cc: Monica M. Barone – Sprint, Law and Regulatory Affairs  
Craig Johnson – Regulatory counsel for Modern Telecommunications, Inc. and Northeast Missouri Rural Telephone Company.



SPRINT PCS<sup>SM</sup>

Angela Linares  
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August 19, 2002

Oral Glasco  
General Manager – Alma Telephone Company  
206 South County Road  
Alma, MO 64001  
(660) 674-2297

Re: Request for Interconnection between Sprint Spectrum, L.P. d/b/a Sprint PCS  
("Sprint PCS") and Alma Telephone Company ("Alma") in the State of Missouri

Dear Mr. Glasco:

Please consider this letter Sprint PCS' official request to begin negotiations for an Interconnection and Reciprocal Compensation Agreement with Alma, in the State of Missouri, pursuant to Sections 251, 252 and 332 of the Telecommunications Act of 1934, as amended (the "Act").

Attached to this letter, you will find Sprint PCS' proposed Interconnection and Reciprocal Compensation Agreement for your consideration as we begin the negotiation process. It is my belief that rural companies can negotiate and arbitrate pursuant to 251, 252 and 332 of the Telecommunications Act without waiving their rural status. Indeed this is precisely what the rural carriers did in the Oklahoma proceedings. Accordingly, Sprint PCS would like to enter into negotiations for an interconnection agreement based upon the rules and regulations established by the FCC for LEC-CMRS interconnection. Please acknowledge by written correspondence if Alma is willing to pursue formal negotiations, and if necessary arbitration. If arbitration is necessary, Sprint will, consistent with Section 252(b)(2) of the Act, file for arbitration between the 135<sup>th</sup> and 160<sup>th</sup> day after the date of receipt of this letter.

Sprint PCS will contact you within the next two weeks to initiate discussions. Should you have any questions in the interim, please contact me at 913-794-9466. I look forward to working with you.

Sincerely,

  
Angela Linares  
Sprint PCS

cc: Monica M. Barone – Sprint, Law and Regulatory Affairs  
Craig Johnson – Regulatory counsel for Alma Telephone Company

**ANDERECK, EVANS, MILNE, PEACE & JOHNSON, L.L.C.**

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OF COUNSEL

MARVIN L. SHARP

PATRICK A. BAUMHOER

GREGORY C. STOCKARD (1904-1999)

PHIL HAUCK (1924-1991)

August 28, 2002

Angela Linares  
 Carrier Interconnection Management  
 Sprint PCS  
 11880 College Boulevard Management  
 KSPOAM0101  
 Overland Park, KS 66210

Via Fax (913) 794-0720-315-2530

Re: Sprint PCS interconnection requests to MITG companies

Dear Ms. Linares:

I wish to thank you for waiting until the MITG companies conferred before responding to Sprint PCS interconnection requests. On August 19, Mid-Missouri and MoKan Dial received your August 16 interconnection requests. By my calculations this arbitration window is January 1 to January 26. On August 21, Modern, Northeast, Choctaw, Alma, and Chariton Valley received your August 19 interconnection requests. By my calculations, this arbitration window is January 3 to January 28. The available common window for all MITG companies would be between January 3 and January 26. Please verify my calculations.

With respect to the negotiations, the MITG companies are willing to conduct them with Sprint PCS jointly at this stage. If either Sprint PCS or any individual MITG companies wishes to later break from group discussions and conduct negotiations separately, they should be allowed to do so. The various MITG companies may select different consultants. Although the negotiations may be conducted jointly, each MITG company reserves the right to negotiate for its own separate position, or agreement term, on any issue. Each MITG company reserves the right to arbitrate separately based upon its position on the issues, should arbitration be necessary. We can discuss how to proceed regarding the possibility of collective arbitrations later in the process.

Trenton Office  
 9<sup>th</sup> And Washington  
 Trenton, Missouri 64683  
 660-359-2244  
 Fax 660-359-2116

Springfield Office  
 1111 S. Glenstone  
 P.O. Box 4929  
 Springfield, Missouri 65808  
 417-864-6401  
 Fax 417-864-4967

Princeton Office  
 207 North Washington  
 Princeton, Missouri 64673  
 660-748-2244  
 Fax 660-748-4405

Smithville Office  
 119 E. Main Street  
 P.O. Box 654  
 Smithville, Missouri 64089  
 816-532-3895  
 Fax 816-532-3899

-Page 2-

With respect to the rural exemption, in my view this is a "chicken or egg" problem. The exemption exists for 251(c) interconnection agreements implementing 251(b)(5) reciprocal compensation arrangements. It is possible that the *result* of this process could be unduly economically burdensome, technically infeasible, or impose an adverse impact on MITG landline customers. It is not possible to know the result at this time, so it is not possible to evaluate the impact on the safeguards underlying the exemption. The MITG companies prefer to continue to negotiate with Sprint PCS regardless of the existence of the exemption. Given the history in Missouri, if the end result dictates it, then I believe any MITG company could request suspension or modification.

Please be advised that the Sprint PCS proposed "traffic termination agreement" is not acceptable. We reserve the right to proffer our own agreement. In negotiations, MITG companies will be negotiating for a dedicated trunk with which to exchange local traffic with Sprint PCS. Dedicated trunks (direct interconnection) provide superior business relationships, the details of which we can discuss in negotiations.

The MITG companies do not desire a "mutual traffic termination agreement" requiring the use of intermediate facilities of third party carriers. Any such third party would be an interexchange carrier, and the use of an interexchange carrier precludes reciprocal compensation. If Sprint PCS desires to continue to negotiate reciprocal compensation for traffic placed on the non-dedicated common trunks (indirect interconnection) of Southwestern Bell Telephone and Sprint Missouri Inc., the MITG companies believe that SWBT and Sprint should participate in these negotiations. This topic should be addressed in the initial session.

If Sprint PCS has insufficient traffic volumes to MITG companies to justify dedicated trunks, Sprint PCS should continue to utilize IXC's to carry the traffic to the MITG companies, and the delivering IXC will be responsible for the payment of terminating access. The MITG companies do not believe they have any responsibility to use or pay for use of any intermediate carrier's facilities for landline to mobile traffic. The MITG companies do not believe they have any reciprocal compensation responsibilities for 1+ landline to mobile traffic terminating to Sprint PCS, as this traffic is interexchange carrier access traffic.

For the MITG companies that have reported traffic volumes from Sprint PCS for which compensation has not been paid, the companies wish to obtain resolution of payment for that traffic prior to the completion of this process. Although we believe that SWBT is currently responsible to pay access on such traffic, we understand that Sprint PCS is obligated to indemnify SWBT for such payments. Including this issue as a compensation obligation of Sprint PCS will shorten the process. Of course it is possible that a Commission decision in the TC-2002-57 could impact negotiations in this regard.

Please give me several possible dates for an initial conference call, as I have several schedules to coordinate. I would also suggest that Sprint PCS provide me with the following information a week or so prior to the initial call, so that we can digest it prior to the call:

-Page 3-

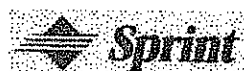
- a) diagrams or layouts of the national network of Sprint PCS;
- b) Sprint PCS Missouri interconnection points used to route mobile to landline traffic to the MITG companies;
- c) information as to Sprint PCS mobile to landline traffic sent to each MITG company via interconnection with Sprint Mo Inc, or any other than SWBT.
- d) for mobile to landline traffic Sprint PCS sent to each MITG company, originating cell cite location information for this traffic;

Please give me a call to schedule the initial session, or if you have any questions concerning this letter.

Sincerely,

  
Craig S. Johnson

cc: MITG Managers, via Fax



**SPRINT PCS<sup>SM</sup>**

Angela Linares  
Carrier Interconnection Management  
6580 Sprint Parkway, Earhart B  
KSOPHW0516-5B218  
Overland Park, KS 66251  
(913) 794-9466 (W)  
(913) 794-0720 (F)

September 20, 2002

Craig Johnson  
Andereck, Evans, Milne, Peace & Johnson, L.L.C.  
700 East Capitol Avenue  
Col. Darwin Marmaduke House  
P.O. Box 1438  
Jefferson City, Missouri 65102-1438  
(573) 634-3422

Re: Interconnection requests to MITG companies

Dear Mr. Johnson:

I am writing in response to your August 28, 2002, letter written on behalf of the MITG companies. Sprint Spectrum L.P. d/b/a Sprint PCS ("Sprint PCS") acknowledges that since Mid-Missouri and MoKan Dial did not receive Sprint PCS' request for negotiations until August 19, 2002, that the arbitration window will open on January 1<sup>st</sup>, 2003 and close on January 26<sup>th</sup>, 2003. Sprint PCS also concurs that additional requests sent to Modern, Northeast, Choctaw, Alma, and Chariton Valley received on August 21, 2002. For these remaining companies, the arbitration window is January 3<sup>rd</sup> through January 28<sup>th</sup>, 2003.

In your letter you stated that the MITG companies do not find our proposed interconnection agreement acceptable. Please provide a copy of a proposed contract from which the MITG companies would like to begin negotiations. Sprint PCS will provide potential dates and times for an initial call once we have agreement on the document that will be the basis for discussions. You may provide this document in soft copy via email to [alinar01@sprintspectrum.com](mailto:alinar01@sprintspectrum.com) in order to expedite the process. Also, please let me know who will be participating in the negotiations on behalf of each company and his or her contact information. This list should include consultants and the company(s) the consultant is representing.

In regards to your requests for information a) through d), Sprint PCS will not be able to provide some of this information until a Non-Disclosure Agreement (NDA) has been signed between the parties. Accordingly, I am attaching a NDA for your review and comments. Once the parties execute a mutually acceptable NDA they can exchange sensitive information as needed throughout negotiations. Please note that other information requested is not relevant to Missouri operations, but as Sprint PCS has stated before, these are the types of issues that we can discuss during our negotiations.

Until the parties reach an agreement either through negotiations or any resulting arbitration, Sprint PCS requests each MITG company to enter an interim arrangement

## NONDISCLOSURE AGREEMENT

1. Parties. This Nondisclosure Agreement is made as of the date signed below by and between Sprint PCS and Mid-Missouri Rural Telephone Company (each a "party" and collectively the "parties"). Sprint PCS has sought interconnection under terms to be mutually agreed and provided for in an Interconnection Agreement.
2. Covenants. The parties covenant to cooperate with and assist one another in good faith to exchange certain non-public information (the "Proprietary Information") for the purpose of negotiating an Interconnection Agreement, subject to the terms of this Nondisclosure Agreement. Proprietary Information includes all materials in written or tangible form provided by the parties to each other pursuant to this Nondisclosure Agreement that are marked and designated as Proprietary or Confidential on the material as well as all information discussed between the parties that the parties specify is Proprietary or Confidential.
3. Confidentiality.
  - (a) The parties will use the Proprietary Information solely for the purpose of negotiating and preparing an Interconnection Agreement, and unless and until the parties enter into one or more definitive agreements to the contrary, all Proprietary Information will be kept strictly confidential by each party and their respective affiliates, directors, officers, employees, advisors, attorneys and agents (the "Representatives") provided, however, that this Nondisclosure Agreement does not preclude a party from providing information requested by the Federal Communications Commission, Missouri Public Service Commission, or in support of a request for arbitration between the parties under Section 252(b)(2)(B) or a petition to obtain interconnection between the parties pursuant to Section 332 of the Communications Act, as amended. Each party hereby agrees that the terms of this Nondisclosure Agreement and the substance of the parties' negotiations are not for disclosure to any person who is not a party to this Nondisclosure Agreement.
  - (b) Each party will disclose the Proprietary Information only to those of its representatives who need to know such information for the purpose of negotiating an Interconnection Agreement. Access to Proprietary Information shall be limited to representatives of the parties who have executed this Nondisclosure Agreement or the Certificate of Authorized Reviewing Representative attached hereto. The parties and their Authorized Reviewing Representatives agree not to disclose Proprietary Information to any individual not a signatory hereto, and that they will treat such information as confidential and proprietary and will safeguard such Proprietary Information so as to prevent disclosure to any other person. Each party agrees to be responsible for any breach of this Nondisclosure Agreement by any of such party's respective Representatives. Upon request, each party will return any materials containing Proprietary Information (together with any copies or other reproductions) to the party who provided such information, or will certify in writing that all such materials or copies of such materials have been



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

CERTIFICATE OF AUTHORIZED REVIEWING REPRESENTATIVE

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me first duly sworn, deposed and stated as follows:

I certify my understanding that certain Proprietary Information is provided to me pursuant to the terms and restrictions of the Nondisclosure Agreement executed between Sprint PCS and Mid-Missouri Rural Telephone Company that I have been given a copy of and have read the Nondisclosure Agreement, and that I agree to be bound by it. I understand that the Proprietary Information and any notes, memoranda or any other form of information regarding or derived from the Proprietary Information shall not be disclosed to anyone other than in accordance with the Nondisclosure Agreement, and that such information shall be used only for the purposes set forth in the Nondisclosure Agreement.

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of execution: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME on this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

## INTERIM AGREEMENT

THIS INTERIM AGREEMENT ("Interim Agreement") is entered into by and between Mid-Missouri Rural Telephone Company ("Mid-Missouri") and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for WirelessCo, L.P., a Delaware limited partnership, d/b/a Sprint PCS ("Sprint PCS") with offices at 6200 Sprint Parkway, Eisenhower A, Overland Park, Kansas 66251. Mid-Missouri and Sprint PCS may be individually referred to as a "Party", or collectively as "Parties".

WHEREAS, on or about August 19, 2002, Sprint PCS made a formal request to Mid-Missouri to negotiate an interconnection agreement between the Parties pursuant to Title 47 U.S.C. §§ 251-252 and 332 of the Telecommunications Act of 1996 (the "Act") for the exchange of telecommunications traffic subject to reciprocal compensation; and,

WHEREAS, by its terms, the effectiveness of the Interconnection Agreement will be subject to both its full execution by the Parties and its submission to and approval by the Missouri Public Service Commission ("Commission"); and,

WHEREAS, pending the effectiveness of the Interconnection Agreement and pursuant to 47 C.F.R. §51.715, the Parties wish to provide for interim terms under which telecommunications traffic subject to reciprocal compensation will be exchanged between the Parties;

NOW THEREFORE, the Parties, in consideration of the foregoing and intending to be legally bound, hereby agree as follows:

(a) Upon the mutual execution of this Interim Agreement, and pending the effectiveness of the Interconnection Agreement, Mid-Missouri and Sprint PCS agree to mutually exchange telecommunications traffic between the Parties for delivery to and termination upon the other Party's network.

(b) Compensation shall be due to each Party for terminating traffic under this Interim Agreement at a rate to be established in the Interconnection Agreement, and the Parties expressly agree that provisions shall be included in the Interconnection Agreement to "true up" all amounts that accrue under this Interim Agreement.

(c) This Interim Agreement shall be superseded and replaced by the Interconnection Agreement upon approval of the Interconnection Agreement by the Commission. Each of the Parties shall remain responsible for the performance of duties incurred but not performed, and retain rights accrued but not exercised during the term of this Interim Agreement.

(d) This Interim Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to choice of law principles thereof.

(e) Any amendment, modification, or supplement to this Interim Agreement must be in writing and signed by authorized representatives of both of the Parties.

## **SERVICE ATTACHMENT**

### **Section 1 – Description**

Carrier OCN: Sprint Spectrum L.P. OCN 6664; Missouri state specific OCN 8454

Legal Entities: Sprint Spectrum L.P. a Delaware limited partnership, as agent and General Partner for WirelessCO, L.P d/b/a Sprint PCS

Effective Date: Upon mutual execution of Interim Agreement.

### **Section 2 - Usage Sensitive Charges**

#### **2.1 Charges for Reciprocal Transport and Termination of Telecommunications Traffic Interchanged Between The Parties:**

The rates in this Section 2 constitute compensation to the Parties for both the transport and termination of Telecommunications Traffic, as defined in Section 51.701 of the FCC's Rules, interchanged between them.

- |     |  |               |
|-----|--|---------------|
| 2.2 | Mobile-to-Land (Terminating) per minute:                   | Bill and Keep |
|     | Land-to-Mobile (Customer charges Mid-Missouri) per minute: | Bill and Keep |

**Section 4 – Scope** The Parties agree that the terms in this Service Attachment are interim in nature and will remain in effect until a final Agreement is filed with and approved by the Missouri Public Service Commission.

# ANDERECK, EVANS, MILNE, PEACE & JOHNSON, L.L.C.

ATTORNEYS AT LAW

700 EAST CAPITOL AVENUE

COL. DARWIN MARMADUKE HOUSE

P.O. BOX 1438

JEFFERSON CITY, MISSOURI 65102-1438

TELEPHONE 573-634-3422

FAX 573-634-7822

EUGENE E. ANDERECK

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BEVERLY J. FIGG

WILLIAM S. LEWIS

VICTOR S. SCOTT

COREY K. HERRON

MATTHEW M. KROHN

LANETTE R. GOOCH

SHAWN BATTAGLER

ROB TROWBRIDGE

JOSEPH M. PAGE

LISA C. CHASE

WILLIAM SPRAY

DEIDRE D. JEWEL

JUDITH E. KOEHLER

ANDREW J. SPORLEDER

KELLIE R. NILGES

OF COUNSEL:

MARVIN L. SHARP

PATRICK A. BAUMHOER

GREGORY C. STOCKARD (1904-1993)

PHIL HAUCK (1924-1991)

October 9, 2002

Angela Linares  
Carrier Interconnection Management  
Sprint PCS  
11880 College Boulevard Management  
KSPOAM0101  
Overland Park, KS 66210

Re: SpPCS / MITG interconnection requests

Dear Ms. Linares:

Thank you for your email/letters of September 20, and enclosures. Please allow me to respond on behalf of Alma, Chariton Valley, Mid-Missouri, Modern, and Northeast. I anticipate a separate response from Choctaw and MoKan next week.

We have tentatively reserved either November 5, 6, or 7 for an initial conference call. We would ask your team to select a date and confirm it. Northeast does have available a 14 port conference bridge. If you would like us to reserve it, please let me know.

At the initial call I will participate for all companies, along with Ray Ford or Gary Godfrey for Modern/Northeast, Denise Day or Gary Romig for Mid-Missouri, and Bill Biere or his designee for Chariton Valley. At this time decisions as to the need for, or identify of, separate consultants have not been made.

I will continue to work towards a standard MITG agreement, which I hope to get to you before the initial call.

With respect to your NDA, it appears to be a satisfactory form. We prefer not to execute it until and if it becomes known that proprietary or confidential information will actually be provided.

Trenton Office  
9<sup>th</sup> And Washington  
Trenton, Missouri 64683  
660-359-2244  
Fax 660-359-2116

Springfield Office  
1111 S. Glenstone  
P.O. Box 4929  
Springfield, Missouri 65808  
417-864-6401  
Fax 417-864-4967

Princeton Office  
207 North Washington  
Princeton, Missouri 64673  
660-748-2244  
Fax 660-748-4405

Smithville Office  
119 E. Main Street  
P.O. Box. 654  
Smithville, Missouri 64089  
816-532-3895  
Fax 816-532-3899

October 9, 2002

Page 2

With respect to your proposed Interim Agreement, I don't think it will work. It appears to be premised upon the assumption that there is landline to cellular traffic from MITG companies to SpPCS that we would be responsible for in a reciprocal compensation arrangement. As you know the MITG disagrees with that assumption, and expects it will be one of the issues in this negotiation. The Interim Agreement also appears to assume that bill and keep would be the compensation used. This poses a concern as Alma, Choctaw, and MoKan have an approved tariff and compensation rate covering wireless to landline traffic terminated.

Sincerely,

Craig S. Johnson

cc: MITG companies



SPRINT PCS<sup>SM</sup>

Angela Linares  
Carrier Interconnection Management  
6580 Sprint Parkway, Earhart B  
KSOPHW0516-5B218  
Overland Park, KS 66251  
(913) 794-9466 (W)  
(913) 794-0720 (F)

October 17, 2002

Craig Johnson  
Andereck, Evans, Milne, Peace & Johnson, L.L.C.  
700 East Capitol Avenue  
Col. Darwin Marmaduke House  
P.O. Box 1438  
Jefferson City, Missouri 65102-1438  
(573) 634-3422

Re: Interconnection requests to MITG companies (Alma, Chariton Valley, Mid-Missouri, Modern, and Northeast)

Dear Mr. Johnson:

In response to your October 9, 2002 letter, Sprint PCS is available the entire week of November 4 - 8, however, would prefer to receive the proposed document prior to finalizing a date for our initial call. Please provide your proposed arrangement as soon as possible for our review. Sprint PCS will keep all three proposed days available for a call.

In regards to the NDA, if this document is acceptable to you and your represented companies, Sprint PCS prefers that both sides move forward and execute this NDA through the beginning of negotiations. It is my belief that ultimately proprietary information (e.g. network configurations, cost studies, etc.) will need to be exchanged, and having the NDA executed now will hopefully help us to avoid any delays in the future.

In accordance with 47 C.F.R. § 51.715 (b), the ILEC, upon receipt of request for interconnection, the ILEC must *"without unreasonable delay, establish an interim arrangement for transport and termination of local telecommunications traffic at a symmetrical rate."* Since there is no existing mutual arrangement for transport and termination of local telecommunications traffic, Sprint PCS again requests an interim arrangement be put into place until we have either a negotiated agreement or reached an agreement through arbitration. Accordingly, whatever rate the parties come to agreement on in the interim, will be subject to true up pursuant to 47 C.F.R. §51.715(d). While Alma, MoKan, and Choctaw currently do have a wireless termination tariff in place, Sprint PCS is requesting a reciprocal compensation arrangement, which is not provided for in the ILEC's termination tariff. Therefore, Sprint PCS would expect that the terms and conditions of the interim arrangement to replace those of the non-reciprocal tariff currently in place. If the interim arrangement that was provided to you is not acceptable as proposed, please either provide a redline version with proposed changes, or provide a separate proposal for Sprint PCS to review.

Sincerely,

.....  
Angela Linares  
Sprint PCS

cc: Monica M. Barone - Sprint, Law and Regulatory Affairs

# ANDERECK, EVANS, MILNE, PEACE & JOHNSON, L.L.C.

ATTORNEYS AT LAW

EUGENE E. ANDERECK

TERRY M. EVANS

ERWIN L. MILNE

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OF COUNSEL:

MARVIN L. SHARP

PATRICK A. BAUMHOER

GREGORY C. STOCKARD (1904-1993)

PHIL HAUCK (1924-1991)

October 22, 2002

Angela Linares

Sprint PCS

Carrier Interconnection Management

6580 Sprint Parkway Earhart B

KSOPHW0516-5B218

Overland Park, KS 66251

Re: MITG, your communication of October 17.

Dear Ms. Linares:

In response to your email and attached letter of October 17, I am working on a proposed interconnection agreement. There may be separate documents prepared for MoKan and Choctaw.

The MITG companies would comply with an interim arrangement for the transport and termination of local traffic, but Sprint PCS has been unwilling to directly connect. I do not see how we can do an interim arrangement without compromising our essential position. Without the direct interconnection there can be no transport. If you are willing to obtain direct/dedicated facilities to MITG company tandems or end offices, please let me know and we will proceed with an interim agreement.

With respect to the NDA, I fail to see how network configurations are proprietary. When and if requests are made for proprietary information, we will enter into an NDA without delay.

Sincerely,

Craig S. Johnson

cc: MITG

Trenton Office  
9th And Washington  
Trenton, Missouri 64683  
660-359-2244  
Fax 660-359-2116

Springfield Office  
1111 S. Glenstone  
P.O. Box 4929  
Springfield, Missouri 65808  
417-864-6401  
Fax 417-864-4967

Princeton Office  
207 North Washington  
Princeton, Missouri 64673  
660-748-2244  
Fax 660-748-4405

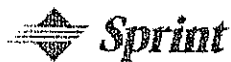
Smithville Office  
119 E. Main Street  
P.O. Box 654  
Smithville, Missouri 64089  
816-532-3895  
Fax 816-532-3899

Rebuttal Testimony of  
Angela Linares  
TC-2002-057

**Schedule ARL - 2**

**Further Northeast Correspondence**





Angela Linares  
Access Management  
6360 Sprint Parkway  
KSOPHE0302-3C662  
Overland Park, KS 66251  
(913) 762-4666 (W)  
(913) 762-0527 (F)

November 6, 2003

Mr. Ray Ford  
Northeast Missouri Rural Telephone Company  
718 S. West Street  
P.O. Box 98  
Green City, MO 63545  
Phone: 660-874-4111

Re: Proposed Traffic Termination Agreement, Proposed Settlement Agreement and  
InterMTA traffic studies between Sprint Spectrum L.P. d/b/a Sprint PCS and  
Northeast Missouri Rural Telephone Company

Dear Mr. Ford:

As you are aware, Sprint Spectrum L.P. d/b/a Sprint PCS has been involved in negotiations with Northeast Missouri Rural Telephone Company (including Modern Telecommunications) to establish an interMTA factor for the past compensation of traffic through Northeast's attorney, Craig Johnson. In an attempt to settle all past traffic, as well as enter into an interconnection agreement to cover the future exchange of traffic, I am enclosing a package for your review and feedback. This package contains the following:

- A proposed traffic termination agreement that is very similar to agreements that Sprint PCS has entered into with other Missouri ILECs.
- A proposed settlement agreement and settlement dollar amount that includes all of the billed and unpaid MOU from Northeast to Sprint PCS. This settlement amount includes the interMTA factor as it was determined through Sprint's traffic study.
- A CD that contains CDRs, tables, and final findings of a traffic study that was prepared by Sprint PCS, specifically for Northeast. You will also find attached a document that details out what is contained more specifically on the enclosed CD as well as an explanation as to what Sprint reviewed while conducting the traffic study.

Again, it is Sprint PCS' desire to resolve all outstanding, uncompensated MOU and to effect an agreement that would resolve all future disputes as well.

Please note that Sprint PCS and Northeast Missouri Rural Telephone Company have entered into a Non-Disclosure Agreement that was effective in December of 2002. Sprint PCS expects that the information that is disclosed in these traffic studies and these negotiations/settlement discussions will fall under this NDA. Additionally, Sprint PCS would like to request, that once these negotiations are complete and an interMTA factor has been agreed to between the parties, that Northeast will return the CD containing the traffic study information back to Sprint PCS to my attention, at the address following:

Attn: Angela Linares  
Sprint  
6360 Sprint Parkway  
Mailstop: KSOPHE0302-3C662  
Overland Park, KS 66251

Please acknowledge in writing your receipt of this letter and the enclosed data.

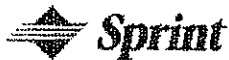
I look forward to working with you towards a mutually acceptable agreement for both our companies.

Sincerely,

.....  
Angela Linares  
Sprint

cc: Lisa Creighton Hendricks, attorney - Sprint  
Monica Barone, attorney - Sprint  
Craig Johnson, attorney - MITG

enclosure



Angela Linares  
Access Management  
6360 Sprint Parkway  
KSOPHE0302-3C662  
Overland Park, KS 66251  
(913) 762-4666 (W)  
(913) 762-0527 (F)

December 4, 2003

Mr. Ray Ford  
Northeast Missouri Rural Telephone Company  
718 S. West Street  
P.O. Box 98  
Green City, MO 63545  
Phone: 660-874-4111

Re: Proposed Traffic Termination Agreement, Proposed Settlement Agreement and  
InterMTA traffic studies between Sprint Spectrum L.P. d/b/a Sprint PCS and Northeast  
Missouri Rural Telephone Company

Dear Mr. Ford:

I am writing as a follow up to my November 6, 2003 dated letter in which I proposed that Northeast Missouri Rural Telephone Company and Sprint PCS enter into a Traffic Termination Agreement for the future exchange of traffic, as well as a Settlement Agreement that included compensation for the past exchange of traffic. As I had expressed in my previous letter, it is Sprint PCS' desire to resolve all outstanding, uncompensated MOU and to effect an agreement that would resolve any potential future disputes as well. The package that was sent on November 6, 2003 contains a settlement proposal for resolving both issues.

I will be contacting Northeast within the next week to determine a path forward on these issues. I look forward to working with you towards a mutually acceptable agreement for both our companies.

Sincerely,

.....  
Angela Linares  
Sprint

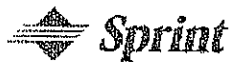
cc: Lisa Creighton Hendricks, attorney - Sprint  
Monica Barone, attorney - Sprint  
Craig Johnson, attorney - MITG

enclosure

Rebuttal Testimony of  
Angela Linares  
TC-2002-057

**Schedule ARL - 3**

**Further Chariton Valley Correspondence**



Angela Linares  
Access Management  
6360 Sprint Parkway  
KSOPHE0302-3C662  
Overland Park, KS 66251  
(913) 762-4666 (W)  
(913) 762-0527 (F)

November 6, 2003

Mr. Bill Biere  
General Manager – Chariton Valley Telephone Company  
606 Oak Street  
Bucklin, MO 64631  
Phone: 660-695-9930

Re: Proposed Traffic Termination Agreement, Proposed Settlement Agreement and InterMTA traffic studies between Sprint Spectrum L.P. d/b/a Sprint PCS and Chariton Valley Telephone Company

Dear Mr. Biere:

As you are aware, Sprint Spectrum L.P. d/b/a Sprint PCS has been involved in negotiations with Chariton Valley Telephone Company to establish an interMTA factor for the past compensation of traffic through Chariton Valley's attorney, Craig Johnson. In an attempt to settle all past traffic, as well as enter into an interconnection agreement to cover the future exchange of traffic, I am enclosing a package for your review and feedback. This package contains the following:

- A proposed traffic termination agreement that is very similar to agreements that Sprint PCS has entered into with other Missouri ILECs.
- A proposed settlement agreement and settlement dollar amount that includes all of the billed and unpaid MOU from Chariton Valley to Sprint PCS. This settlement amount includes the interMTA factor as it was determined through Sprint's traffic study.
- A CD that contains CDRs, tables, and final findings of a traffic study that was prepared by Sprint PCS, specifically for Chariton Valley. You will also find attached a document that details out what is contained more specifically on the enclosed CD as well as an explanation as to what Sprint reviewed while conducting the traffic study.

Again, it is Sprint PCS' desire to resolve all outstanding, uncompensated MOU and to effect an agreement that would resolve all future disputes as well.

Please note that Sprint PCS and Chariton Valley Telephone Company have entered into a Non-Disclosure Agreement that was effective in December of 2002. Sprint PCS expects

that the information that is disclosed in these traffic studies and these negotiations/settlement discussions will fall under this NDA. Additionally, Sprint PCS would like to request, that once these negotiations are complete and an interMTA factor has been agreed to between the parties, that Chariton Valley will return the CD containing the traffic study information back to Sprint PCS to my attention, at the address following:

Attn: Angela Linares  
Sprint  
6360 Sprint Parkway  
Mailstop: KSOPHE0302-3C662  
Overland Park, KS 66251

Please acknowledge in writing your receipt of this letter and the enclosed data.

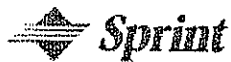
I look forward to working with you towards a mutually acceptable agreement for both our companies.

Sincerely,

.....  
Angela Linares  
Sprint

cc: Lisa Creighton Hendricks, attorney - Sprint  
Monica Barone, attorney - Sprint  
Craig Johnson, attorney - MITG

enclosure



Angela Linares  
Access Management  
6360 Sprint Parkway  
KSOPHE0302-3C662  
Overland Park, KS 66251  
(913) 762-4666 (W)  
(913) 762-0527 (F)

December 4, 2003

Mr. Bill Biere  
General Manager – Chariton Valley Telephone Company  
606 Oak Street  
Bucklin, MO 64631  
Phone: 660-695-9930

Re: Proposed Traffic Termination Agreement, Proposed Settlement Agreement and  
InterMTA traffic studies between Sprint Spectrum L.P. d/b/a Sprint PCS and Chariton  
Valley Telephone Company

Dear Mr. Biere:

I am writing as a follow up to my November 6, 2003 dated letter in which I proposed that Chariton Valley Telephone Company and Sprint PCS enter into a Traffic Termination Agreement for the future exchange of traffic, as well as a Settlement Agreement that included compensation for the past exchange of traffic. As I had expressed in my previous letter, it is Sprint PCS' desire to resolve all outstanding, uncompensated MOU and to effect an agreement that would resolve any potential future disputes as well. The package that was sent on November 6, 2003 contains a settlement proposal for resolving both issues.

I will be contacting Chariton Valley within the next week to determine a path forward on these issues. I look forward to working with you towards a mutually acceptable agreement for both our companies.

Sincerely,

.....  
Angela Linares  
Sprint

cc: Lisa Creighton Hendricks, attorney - Sprint  
Monica Barone, attorney – Sprint  
Craig Johnson, attorney – MITG

enclosure