



FEDERAL COMMUNICATIONS COMMISSION
Washington DC 20554

September 22, 2009

Via First Class Mail and Facsimile

William R. Drexel
AT&T Inc.
1010 N. St. Mary's, Room 14T
San Antonio, TX 78215

Jonathan V. Cohen
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700
Washington, DC 20037

**Re: AT&T Inc. and Centennial Communications Corp. Applications for Consent To
Transfer Control of Licenses, Authorizations, and Spectrum Leasing Arrangements
(WT Docket No. 08-246)**

Dear Messrs. Drexel and Cohen:

AT&T Inc. ("AT&T") and Centennial Communications Corp. ("Centennial" and, together with AT&T, the "Applicants") have filed a series of applications pursuant to sections 214 and 310(d) of the Communications Act of 1934, as amended.¹ In these applications, the Applicants seek Commission approval of the transfer of control of licenses, authorizations, and *de facto* transfer spectrum and spectrum manager leasing arrangements held by Centennial and its subsidiaries from Centennial to AT&T.² In order for the Commission to complete its review of the applications and make the necessary public interest findings under section 310(d) of the Communications Act,³ we require additional information and clarification of certain matters discussed in the applications and other information provided to the Commission. We previously requested additional information from you by letter dated April 30, 2009.⁴ If necessary, we will follow up with additional requests for information.

Accordingly, pursuant to section 308(b) of the Act,⁵ we request that you provide written responses and supporting documentation for each request set forth in the attachment and, where appropriate, amend

¹ 47 U.S.C. §§ 214, 310(d).

² See AT&T Inc. and Centennial Communications Corp. Seek FCC Consent to Transfer Control of Licenses and Authorizations, WT Docket No. 08-246, *Public Notice*, DA 08-2713 (rel. Dec. 16, 2008) ("*Comment Public Notice*").

³ 47 U.S.C. § 310(d).

⁴ See Letter to William R. Drexel and Jonathan V. Cohen from James D. Schlichting, Acting Chief, Wireless Telecommunications Bureau, Federal Communications Commission (dated Apr. 30, 2009).

⁵ 47 U.S.C. § 308(b).

the lead application to reflect such responses. Each response or document should clearly indicate the specific question or request to which it responds, and each page should be marked with a corporate identification and consecutive document control numbers. We would appreciate receiving your response to each inquiry no later than October 6, 2009.

Your responses should be filed with Marlene H. Dortch, Secretary, Federal Communications Commission, under WT Docket No. 08-246. In addition, the Public Notice and the Protective Order require the submission of multiple copies of all *ex parte* and other filings submitted in this proceeding.⁶ The Wireless Telecommunications Bureau also should receive, at a minimum, two copies of all paper filings. If you submit information pursuant to the Protective Order issued in this case, you should deliver to Kathy Harris of the Wireless Telecommunications Bureau two copies of the unredacted documents marked "Confidential Information – Subject to Protective Order in WT Docket No. 08-246 before the Federal Communications Commission" and two copies of the redacted documents marked "Redacted – For Public Inspection."⁷ For any electronic filings made using the Commission's Electronic Comment Filing System ("ECFS"), parties also should serve the documents via e-mail to Kathy Harris, kathy.harris@fcc.gov, and to Susan Singer, susan.singer@fcc.gov.

If you have any questions regarding this matter, please contact Kathy Harris, Wireless Telecommunications Bureau, at (202) 418-0609.

Sincerely,

Ruth Milkman
Chief, Wireless Telecommunications Bureau

Attachment

⁶ See Comment Public Notice, DA 08-2173, at 4-5; Applications of AT&T Inc. and Centennial Communications Corp. For Consent to Transfer Control of Licenses, Authorizations, and Spectrum Leasing Arrangements, WT Docket No. 08-246, *Protective Order*, DA 09-541 (rel. Mar. 3, 2009) ("Protective Order").

⁷ See *Protective Order*, DA 09-541, at 2 ¶ 5.

**General Information Request
September 22, 2009**

I. Definitions

1. The term “América Móvil” means América Móvil, S.A.B. de C.V. and its subsidiaries.
2. The term “Applicants” means AT&T and Centennial collectively.
3. The term “Application” means the lead application, file no. 0003652447, to which Exhibit 1- Public Interest Statement is attached.
4. The term “AT&T” means AT&T Inc. and its subsidiaries.
5. The term “Centennial” means Centennial Communications Corp. and its subsidiaries.
6. The term “Response to Information Request” means “Response of AT&T Inc. and Centennial Communications Corp. to General Information Request Dated April 30, 2009,” WT Docket No. 08-246 (filed May 28, 2009).
7. The term “Telmex” means Telefonos de Mexico, S.A.B. de C.V. and its subsidiaries.

II. General Information and Data Request

1. [Redacted]

2. Please provide AT&T’s equity interest in América Móvil and in Telmex.

3. Applicants’ Response to Information Request III.5 states that “[t]he integration planning process is in its preliminary stages, and there are numerous contingencies that could affect any network integration schedule.” Further, Applicants’ Response to Information Request III.9 states that “AT&T will be engaged in various activities to improve reception, signal quality, and spectral efficiency in areas where it has overlapping and complementary networks and spectrum with Centennial.” Please provide additional detail on whether the handsets of Centennial’s customers will function on AT&T’s GSM network in the continental United States immediately following the transaction, as well as at each stage of the transition of integrating the AT&T and Centennial networks. Will Centennial’s customers be required to obtain new handsets or Subscriber Information Module (“SIM”) cards? If Centennial’s customers will require either new handsets or SIM cards, will these be provided either free of charge or at a significantly reduced price? If new handsets will need to be provided, please detail the exchange process including the type of handset offerings and prices for these handsets. Please provide additional detail on AT&T’s integration planning process and its impact on existing Centennial customers in the continental United States.

4. The Rural Cellular Association and Cincinnati Bell propose that the Commission adopt conditions on roaming in this transaction that are similar to the ones that the Commission imposed in the Verizon-ALLTEL transaction. Please explain whether the roaming conditions in the Verizon-ALLTEL Order are or are not appropriate for the AT&T/Centennial transaction. Please prepare separate responses for the continental U.S. and for Puerto Rico and the U.S. Virgin Islands.
5. Centennial has deployed a 2G GSM network in the continental U.S. and a 3G CDMA network in Puerto Rico and the U.S. Virgin Islands. For what services does Centennial providing roaming in the continental U.S.? For what services does Centennial provide roaming in Puerto Rico and the U.S. Virgin Islands? Which carriers roam on Centennial's 3G CDMA network in Puerto Rico and the U.S. Virgin Islands and what percent of Centennial's roaming traffic in terms of both minutes and revenues does each roaming partner account for? Please provide separate answers for Puerto Rico and for the U.S. Virgin Islands.
6. For each of AT&T and Centennial, please describe how your company sets wireless prices in Puerto Rico. Please explain how prices of mobile telephony/broadband services in Puerto Rico have changed since January 1, 2008 (i.e., have new pricing plans been introduced or have new services been introduced.). Since January 1, 2008, has your company changed prices, introduced new pricing plans, or introduced new service offerings in Puerto Rico in response to changes to a competitor's offerings? Please indicate what was changed, why, and to which competitor the change was in response. Since January 1, 2008, what were the major promotional plans offered by your competitors in Puerto Rico? Please describe these promotional plans and also describe your company's response to these promotional plans. Since January 1, 2008, have you seen an erosion, either of a short-term or long-term nature, of your company's market share due to the introduction of new pricing plans or services by your competitor or because of promotions offered by other mobile wireless providers in Puerto Rico? Please respond individually to these questions and do not submit a joint response.
7. [Redacted]

III. Questions concerning that certain Management Services Agreement, dated February 27, 2002, by and between AT&T Mexico, Inc. (formerly SBC International Management Services, Inc.) ("AT&T Mexico") and América Móvil S.A. de C.V. (formerly Radiomóvil Dipsa S.A. de C.V.) ("América Móvil") and all amendments thereto (together, the "Agreement"). Unless otherwise stated, capitalized terms herein shall have the same meaning as such terms have in the Agreement.

1. What is the geographic extent of the Agreement? Please specify all countries, territories or other geographic regions covered by the Agreement.
2. Please specify the América Móvil Subsidiaries that are covered by the Agreement.

3. Please state, with full and precise particularity, the nature and extent of the Services provided under Clause First 1-8 and to which entity within the América Móvil group of companies they are provided.
4. Please provide the following detail for any services provided pursuant to the Agreement that relate specifically to Puerto Rico or the U.S. Virgin Islands, including: the name, title, principal place of business, length of employment, duties and responsibilities, number and frequency of contact, for any AT&T personnel offering any management, consulting or technical services to América Móvil or any of its Subsidiaries.
5. Please state the name and position of all employees of AT&T, or any of its subsidiaries or affiliates, who have been or who are currently located in an office of América Móvil or one of its Subsidiaries or who are on loan or secumndment to América Móvil or its Subsidiaries and whose activities relate specifically to services and operations provided in Puerto Rico or the U.S. Virgin Islands. In addition, with respect to each individual identified, please state the length of time that such person has been on such loan or secumndment and how long it is expected to continue.
6. Please specify, with full and precise particularity, the nature and categories of documents that are produced and exchanged under the Agreement. Please also state who produces each category of document and the recipient of such documents.
7. Provide the total amount AT&T has been paid pursuant to the Agreement from the inception of the agreement, broken down on an annual basis.
8. Please explain the increase in consideration contained in the Sixth Amendment to the Agreement, dated February 1, 2007. If additional services were provided, please specify the nature and extent of such services.
9. Please state whether any services, other than those set forth in Clause First 1-8, have been provided to América Móvil and, if so, provide a copy of the "terms and conditions" upon which they were provided.
10. Please state whether all Services have been provided to América Móvil or any of its Subsidiaries by AT&T Mexico from resources in AT&T Mexico's Mexico City office.
 - a. Please state whether each of the individuals disclosed in the response to questions III.4 and III.5 above are AT&T Mexico employees. To the extent that such persons are not AT&T Mexico employees, provide a copy of the agreement that was negotiated concerning the loan/secumndment of such persons to América Móvil or any of its subsidiaries. Please address each instance individually.
 - b. The Agreement provides that: "SBCI-MSI shall provide the Services with its own resources located in Mexico City. Any services requiring resources from other sources or SBCI-MSI subsidiaries shall be contracted separately and additionally to this Agreement." Please identify and provide a copy of any other agreements entered into pursuant to this provision.
11. Please provide a copy (with translation into English if appropriate) of the agreement described in Clause Sixteenth of the Agreement.

12. During an *ex parte* meeting on September 21, 2009, it was suggested that steps might be taken to exclude the provision of services under the Agreement with respect to U.S. operations of América Móvil. Please provide detail regarding the nature of the steps that might be or have been taken to achieve this objective.