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October 22, 2009

**VIA ECFS**

Ruth Milkman  
Chief  
Wireless Telecommunications Bureau  
Federal Communications Commission  
445 Twelfth Street, S.W.  
Washington, D.C. 20554

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

Dear Ms. Milkman:

AT&T and Centennial have demonstrated that their merger will generate numerous significant public interest benefits without any harm to competition. Centennial's wireless customers will enjoy the full range of capabilities available on AT&T's network, including a greater variety of rate plans, an expanded selection of handsets with advanced service capabilities, enhanced international roaming opportunities, and improved reception and signal quality. The transaction will foster the Administration's objective of promoting broadband deployment in the United States. The merger will enable AT&T to provide Centennial's customers 3G services that Centennial has no plan currently to provide on its own. Moreover, the merger will enable AT&T to provide 4G services in areas where neither carrier may have provided services absent the merger. Substantial operational cost savings will flow from the merger, and Centennial's customers will benefit from AT&T's unique disaster recovery capabilities.

The transaction also has significant benefits for wireline customers in Puerto Rico. Centennial's broadband network in Puerto Rico will be combined with AT&T's global network and advanced service offerings to allow for end-to-end service over a single network. Upgrading the communications infrastructure in this way will enhance Puerto Rico's competitiveness and make Puerto Rico a more attractive location for multinational businesses.

These public interest benefits will be achieved without any harm to competition, particularly in light of the divestitures that will occur.

In view of the absence of any competitive harm and the abundant public interest benefits that will flow from the transaction, prompt approval will unquestionably advance the public interest. Nevertheless, in order to expedite approval of this transaction, AT&T makes the commitments set forth in Attachment A hereto.

In accordance with the Commission's rules, this letter is being filed electronically with the Secretary for inclusion in the public record.

Sincerely,

A handwritten signature in black ink, appearing to be 'JM', with a long horizontal line extending to the right.

Joan Marsh

cc: James D. Schlichting  
Paul E. Murray  
Katherine M. Harris

## Attachment A

1. AT&T will honor Centennial's existing agreements with other carriers to obtain roaming services on Centennial's network pursuant to the rates, terms and conditions contained in Centennial's roaming agreements on the date the AT&T-Centennial merger closes ("Merger Closing Date") for the full term of those agreements, notwithstanding any change of control or termination for convenience provisions in those agreements. In addition, any carrier with fewer than 10 million subscribers that has an effective roaming agreement with Centennial on the Merger Closing Date will have the option to continue to obtain roaming services, pursuant to the rates, terms and conditions of that agreement, in those areas where the carrier was obtaining roaming services on the Centennial network on the Merger Closing Date, for the later of (i) a period of 48 months after the Merger Closing Date, or (ii) the full term of such carrier's agreement with Centennial.

This commitment does not apply to (a) any properties other than those AT&T is acquiring through the Centennial merger and (b) any properties that are to be divested.

This commitment does not limit AT&T's right in these areas to reasonably manage its networks in an efficient manner to support the provision of 3G or 4G services to customers. Indeed, one of the primary public interest benefits of this transaction is that it will enable AT&T to provide 3G and, ultimately, 4G services to more of Centennial's customers than Centennial could have done on its own. Therefore, this commitment shall not be interpreted to restrict AT&T's ability to modify, upgrade, or sunset Centennial's existing network, features or functionalities, in whole or in part, as AT&T implements its network technology of choice in these areas.

Notwithstanding any obligation in this commitment, AT&T will operate and maintain a CDMA network in Puerto Rico and the U.S. Virgin Islands for 18 months after the Merger Closing Date. After that time, AT&T will have no obligation to operate or maintain a CDMA network in Puerto Rico or the U.S. Virgin Islands.

2. AT&T shall not provide consulting or other services, directly or indirectly, pursuant to the MSA or otherwise to América Móvil S.A.B. de C.V. ("AMX") businesses and/or operations within the United States (including Puerto Rico and the U.S. Virgin Islands), unless the provision of such services is for the benefit of AMX and its subsidiaries as a whole and thus only incidentally benefits AMX's businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands). In addition, AT&T may enter into arm's-length commercial arrangements with AMX, such as reseller and roaming agreements. AT&T will clarify with AMX that it will provide only such services under the MSA.

3. AT&T shall not second employees to: (i) AMX to provide services for the benefit of AMX businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands) unless the provision of such services is for the benefit of

AMX and its subsidiaries as a whole and thus only incidentally benefits AMX's businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands); or (ii) AMX's subsidiaries operating its wireless or wireline businesses in Puerto Rico, or its wireless prepaid business in the U.S.

4. AT&T shall not assign any employee who (a) currently is seconded to AMX or has been seconded to AMX since April 1, 2007 and (b) during such secondment provided services for the benefit of AMX businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands) unless the provision of such services is for the benefit of AMX and its subsidiaries as a whole and thus only incidentally benefits AMX's businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands) to any position within AT&T's Puerto Rico or U.S. pre-paid wireless businesses for a period of 24 months post-secondment.

5. AT&T shall extend the information flow safeguards that it has currently in place for Puerto Rico wireless services<sup>1</sup> to cover the Puerto Rico wireline business and/or operation and the U.S. prepaid wireless business and/or operation as well. Specifically, AT&T will implement the following protections:

- A. Extend the existing firewall to include wireline, as well as wireless, services in Puerto Rico and AMX's U.S. prepaid wireless business and/or operation ("TracFone"). Accordingly,
  - 1. No AT&T employee, officer or director responsible for the management of the AT&T wireless or wireline business and/or operations in Puerto Rico, or AT&T U.S. prepaid wireless business and/or operations (with the exception of AT&T corporate officers who are not responsible for the day-to-day management of AT&T's business and/or operations in Puerto Rico and the US Virgin Islands or its U.S. prepaid wireless business), shall serve as an officer or director of AMX or member of any committee of AMX's Board of Directors.
  - 2. No AT&T employee, officer or director shall provide non-public, competitively sensitive information directly pertaining to or derived from the AT&T wireless or wireline business and/or operations in Puerto Rico to:
    - (i) AMX employees, officers or directors; or (ii) any AT&T employee, officer or director who serves on the AMX Board of Directors or any committee thereof.
  - 3. No AT&T employee, officer or director shall provide non-public, competitively sensitive information directly

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<sup>1</sup> Letter from Wayne Watts, Senior Vice President and Associate General Counsel, AT&T Inc., to Michael J. Hirrel, Telecommunications & Media Section of the United States Department of Justice's Antitrust Division (May 30, 2006).

pertaining to or derived from the AT&T U.S. prepaid wireless business or operations to: (i) AMX employees, officers or directors; or (ii) any AT&T employee, officer or director who serves on the AMX Board of Directors or any committee thereof.

4. No AT&T employee, officer or director shall provide non-public, competitively sensitive information directly pertaining to or derived from AMX's business and/or operations in Puerto Rico received from AMX to AT&T employees, officers or directors responsible for the management of the AT&T wireless or wireline businesses and/or operations in Puerto Rico (with the exception of AT&T corporate officers who are not responsible for the day-to-day management of AT&T's business and/or operations in Puerto Rico and the U.S. Virgin Islands or its U.S. prepaid wireless business).
  5. No AT&T employee, officer or director shall provide non-public, competitively sensitive information received from AMX directly pertaining to or derived from AMX's TracFone business to AT&T employees, officers or directors responsible for the management of AT&T's U.S. prepaid wireless business and/or operations (with the exception of AT&T corporate officers who are not responsible for the day-to-day management of AT&T's business and/or operations in Puerto Rico and the U.S. Virgin Islands or its U.S. prepaid wireless business).
  6. AT&T will not use contractors or agents to perform any task that an AT&T employee, officer or director could not perform pursuant to 1-5 above.
- B. AT&T will implement procedures, including screening and redacting board packages, to ensure that no non-public, competitively-sensitive information directly pertaining to or derived from AMX's businesses and/or operations in the United States (including Puerto Rico and the U.S. Virgin Islands) is provided to any AT&T representative on the AMX Board of Directors.

6. If AMX alters the special board committee that was created on September 10, 2009 in a way that places any responsibility for AMX's Puerto Rico or U.S. businesses and/or operations with the full AMX Board of Directors on which AT&T representatives sit, AT&T will notify the FCC in writing within 5 business days so the Commission can investigate whether any additional firewall remedies are required.

7. Notwithstanding the AMX board resolution creating a special committee with full responsibility for AMX's Puerto Rico and U.S. businesses and/or operations, to the extent any issue relating specifically or primarily to those business and/or operations comes before the full AMX Board of Directors, either from the special committee or through any other channel, AT&T representatives on the AMX Board of Directors will not be present for nor otherwise participate in any deliberations or decisions on those issues.

8. AT&T will appoint a compliance officer (the "Compliance Officer") to oversee AT&T's compliance with Commitments 2-7. The Compliance Officer will (i) communicate the nature and extent of Commitments 2-7 to AT&T representatives on the AMX Board of Directors, AT&T employees seconded to AMX, AT&T Mexico employees, and AT&T employees with direct responsibility for marketing activities specific to AT&T's Puerto Rico operations and U.S. prepaid wireless business, along with the fact that AT&T would consider any violation to be a serious matter that could result in disciplinary action or dismissal; (ii) act as a point of contact for such personnel who have information to report regarding a violation or possible violation of Commitments 2-7; and (iii) investigate and act upon any known or reported violations of the Commitments 2-7.

To effectuate this commitment, the Compliance Officer shall submit a compliance plan to the FCC within 45 days from the Merger Closing Date and shall provide the FCC with a report every 6 months that shall provide information on (i) the monitoring activities undertaken during the report period; (ii) any violations of Commitments 2-7 that were identified during the report period; (iii) and any and all steps taken to address and/or resolve identified violations. The first such report shall be filed 45 days following the 6-month anniversary of the Merger Closing Date and that report shall include a one-time certification by the Compliance Officer that he/she is familiar with the requirements of the Telecom Act and the rules and regulations implemented in connection therewith related to FCC auction proceedings.

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Notwithstanding anything to the contrary in Commitments 2-8, AT&T, to the extent permitted by law, will be free to continue the customary and reasonable exchange of non-public information with AMX in furtherance of any bona fide (1) merger, acquisition, joint venture or similar transactions involving AT&T or its subsidiaries and AMX or its subsidiaries, or (2) arm's-length commercial arrangements, such as reseller and roaming agreements.

If circumstances change such that AT&T and AMX are no longer competitors in the United States (including Puerto Rico) or in the event that AT&T ceases to have any representatives appointed to the AMX Board of Directors or AT&T ceases to hold an equity interest in AMX, AT&T will provide notice of such change of circumstances to the Wireless Telecommunications Bureau of the Commission, and will determine in cooperation with the Wireless Telecommunications Bureau whether changes in these policies are appropriate. Unless and until the Wireless Telecommunications Bureau

agrees that any or all of the policies are no longer necessary, such policies shall remain in full force and effect.

The commitments described herein will be null and void if the transaction is not consummated.