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'05 JUL 26 July 26, 2005

TN REGULATORY AUTHORITY
DOCKET ROOM

VIA HAND DELIVERY

Hon. Ron Jones, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re *Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law*
Docket No. 04-00381

Dear Chairman Jones:

Enclosed are the original and four paper copies and a CD Rom of Direct Testimony by the following witnesses on behalf of BellSouth:

Kathy Blake
Eric Fogle
Pamela Tipton
David Wallis

Copies of the enclosed are being provided to counsel of record.

Very truly yours,

Guy M. Hicks

GMH:ch

CERTIFICATE OF SERVICE

I hereby certify that on July 26, 2005, a copy of the foregoing document was served on the following, via the method indicated:

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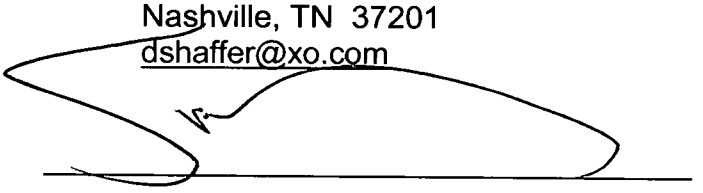

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BELLSOUTH TELECOMMUNICATIONS, INC.

DIRECT TESTIMONY OF KATHY K. BLAKE

BEFORE THE TENNESSEE REGULATORY AUTHORITY

DOCKET NO. 04-00381

JULY 26, 2005

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH"), AND YOUR BUSINESS ADDRESS.

A. My name is Kathy K. Blake. I am employed by BellSouth as Director – Policy Implementation for the nine-state BellSouth region. My business address is 675 West Peachtree Street, N.W., Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Florida State University in 1981, with a Bachelor of Science degree in Business Management. After graduation, I began employment with Southern Bell as a Supervisor in the Customer Services Organization in Miami, Florida. In 1982, I moved to Atlanta where I held various positions involving Staff Support, Product Management, Negotiations, and Market Management within the BellSouth Customer Services and Interconnection Services Organizations. In 1997, I moved into the State Regulatory Organization with

various responsibilities for testimony preparation, witness support and issues management. I assumed my currently responsibilities in July 2003.

Q. CAN YOU BRIEFLY EXPLAIN THE EVENTS THAT LED UP TO THIS PROCEEDING?

A. On August 21, 2003, the FCC released its *Triennial Review Order* or *TRO*,[1] in which it modified incumbent local exchange carriers' ("ILECs") unbundling obligations under Section 251 of the Act.[2] Subsequent orders further clarified the scope of ILECs' section 251 unbundling obligations. These orders culminated in the permanent unbundling rules released with the *Triennial Review Remand Order*, or *TRRO*, on February 4, 2005.[3] The FCC's new rules removed, in many instances, significant unbundling obligations formerly placed on ILECs, and set forth transition periods for carriers to move the embedded base of these former unbundled network elements ("UNEs") to alternative serving arrangements. The

[1] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; and Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98 and 98-147, *Report and Order and Order on Remand and Further Notice of Proposed Rulemaking*, 18 FCC Rcd 16978 (2003), corrected by *Errata*, 18 FCC Rcd 19020 (2003), vacated and remanded in part, aff'd in part, *United States Telecom Ass'n v. FCC*, 359 F.3d 554 (D.C. Cir. 2004) ("*USTA II*"), *cert. denied*, 125 S. Ct. 313 (2004) (referred to, interchangeably, as the "*Triennial Review Order*" or the "*TRO*").

[2] The *Telecommunications Act of 1996* amended the *Communications Act of 1934*, 47 U.S.C. § 151 et seq. References to "*the Act*" refer collectively to these Acts.

[3] *In the Matter of Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313 and CC Docket No. 01-338, *Order on Remand*, FCC 04-290 (released February 4, 2005) (referred to, interchangeably, as the "*Triennial Review Remand Order*" or the "*TRRO*").

TRRO explicitly requires change of law processes and certain transition periods to be completed by March 10, 2006.[4]

While there are some competitive local exchange carriers ("CLECs") with whom BellSouth has successfully negotiated the changes necessitated by the *TRO* and the *TRRO,* there are other CLECs with whom discussions continue and still other CLECs that have simply ignored BellSouth's repeated efforts to modify interconnection agreements to reflect current regulatory policy.

The Tennessee Regulatory Authority ("Authority" or "TRA") established this docket via its February 8, 2005 *Order Opening Generic Docket and Appointing A Hearing Officer*[5] in response to BellSouth's *Petition to Establish Generic Docket* to address any unresolved change-of-law issues resulting from the implementation of the *TRO* and *TRRO*.

Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

A. My direct testimony provides BellSouth's position on numerous policy issues that have been raised in this proceeding and that have been identified on the Joint Issues Matrix filed with the Authority on July 21, 2005. I also provide supporting evidence that the interconnection agreement language proposed by BellSouth and that is attached to BellSouth Witness Ms. Pamela Tipton's Direct Testimony is

[4] *See TRRO,* ¶¶ 143, 144, 196, 197, and 227.

[5] *See, In Re: BellSouth's Petition to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law,* Docket No. 04-00381, *Order Opening Generic Docket and Appointing Hearing Officer,* issued February 8, 2005.

the appropriate language that should be adopted by this Authority.

Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

A. Yes. I am not an attorney, and I am not offering legal opinions on the issues in this docket. Because the issues in this case result from FCC orders, however, my testimony refers to various FCC orders and rules. In doing so, my testimony addresses issues from a policy perspective.

Q. PLEASE IDENTIFY BELLSOUTH'S WITNESSES AND THE ISSUES THEY ADDRESS IN THEIR DIRECT TESTIMONY.

A. The chart below identifies the BellSouth witnesses and the issues they address in whole or in part in their Direct Testimony:

Witness	**Issue Nos.**
Kathy Blake	3, 9, 12, 13, 30 and 32
Pam Tipton	2, 4, 5, 8, 10, 11, 14, 15, 16, 22, 29 and 31
David Wallis	5(b)
Eric Fogle	6, 17, 18, 19, 20, 23, 24, 25, 26, 27 and 28

BellSouth is not sponsoring witness testimony to address Issues 7 and 21 because the CLECs have acknowledged there is no dispute concerning these issues. *See* July 5, 2005 Joint CLECs' Response to BellSouth's Motion for Summary Judgment. Also, BellSouth is not sponsoring witness testimony to address Issue

1, which was included as a "placeholder" issue. If other parties file direct testimony concerning issues that were not included on the July 21, 2005 Joint Issues Matrix, BellSouth will address such matters in its rebuttal testimony.

Issue 3: ***(a) How should existing Interconnection Agreements ("ICAs") be modified to address BellSouth's obligation to provide network elements that the FCC has found are no longer 251(c)(3) obligations?***

(b) What is the appropriate way to implement in new agreements pending in arbitration any modifications to BellSouth's obligations to provide network elements that the FCC has found are no longer Section 251(c)(3) obligations?

Q. WHAT IS BELLSOUTH'S POSITION REGARDING ISSUE 3(a)?

A. With the FCC's determination that several network elements are no longer required to be unbundled pursuant to Section 251(c)(3), such elements must be removed from existing interconnection agreements ("ICAs"). This is because interconnection agreements address Section 251 obligations and those obligations are the only ones required to be included in Section 252 interconnection agreements. In order to memorialize the removal of such elements, the parties to the interconnection agreement must execute the appropriate amendment eliminating the availability of such network elements. BellSouth's proposed contractual language is attached to Ms. Tipton's Direct Testimony, and removes

those elements identified by the FCC that no longer are required to be unbundled pursuant to Section 251.[6]

BellSouth and a few of its CLEC customers have been able to reach agreement on the contractual language that incorporates the results of the *TRO* and the *TRRO*. In Tennessee, as of July 14, 2005, BellSouth has executed 61 *TRRO* amendments to Interconnection Agreements with a revised Attachment 2, which is the portion of BellSouth's ICA that sets forth the terms and conditions relating to UNEs. These amendments are not at issue in this proceeding because the parties have mutually agreed to contract language that addresses the *TRO* and the *TRRO*. However, there are numerous CLECs with whom BellSouth has not been able to reach agreement on with respect to *TRO/TRRO* amendments. BellSouth is requesting that the Authority approve the contractual language attached to Ms. Tipton's testimony. BellSouth is also requesting that for those CLECs with whom BellSouth has not previously been able to reach agreement, the Authority require such CLECs to execute a contractual amendment with the TRA-approved language promptly following the conclusion of this proceeding.

Q. WHAT IS BELLSOUTH'S POSITION REGARDING ISSUE 3(b)?

[6] BellSouth's proposed Attachment 2 language is attached to BellSouth Witness Pamela A. Tipton Direct Testimony filed in this proceeding. Ms. Tipton is attaching two versions of Attachment 2. The first version "Network Elements and Other Services – For Renegotiation" is being used for CLECs who have an existing embedded customer base and need language addressing the transition period. The second version, "Network Elements and Other Services", is being used for new CLECs and new interconnection agreements.

A. For interconnection agreements that are pending in arbitration, BellSouth has requested that issues that are similar to issues identified in this proceeding be addressed here. That way the Authority will only have to address the issue once.

This proceeding is also intended to address interconnection agreements that are in the process of being negotiated, such as, for example, where an agreement is due to expire and the parties are negotiating the terms of a replacement agreement, but arbitration has not yet been filed. If there are *TRO/TRRO* issues that the parties cannot mutually agree upon, BellSouth proposes that it be allowed to incorporate the TRA-approved language from this proceeding in the parties' new agreement.

With respect to Issue 3(b), there appears to be a dispute between BellSouth and certain CLECs about the timing of any Authority decision in this docket. For example, with CLECs Nuvox/Xspedius, BellSouth sought to defer and/or move certain arbitration issues to this docket. In doing so, BellSouth did not intend to delay implementation of the *TRRO*. Nuvox/Xspedius essentially claim that BellSouth has agreed to negotiate and arbitrate ***all*** changes of law into new agreements instead of separately signing amendments to existing agreements. *See* note 122 to the July 5, 2005 Joint CLECs' Response to BellSouth's Motion for Summary Judgment. BellSouth disagrees with NuVox/Xspedius' characterization of the parties' agreement. It may be necessary for parties to execute an amendment to an existing agreement that sets forth certain obligations concerning the transition away from UNEs. The parties may later include the same language in new interconnection agreements. The transition periods established by the FCC resulted from the *TRRO*, not the *TRO* or *USTA II*. This scenario would only

occur if this Authority enters an order in this docket ***before*** it issues arbitration order in Docket No. 04-00046. However, if the foregoing scenario occurs, all CLECs, including NuVox/Xspedius will need to comply with such an order to ensure that a smooth transition away from de-listed UNEs occurs. No CLEC can extend the FCC's transition periods, which periods have explicit ending dates. Doing so would not only violate the FCC's rules, but also would give certain CLECs an unfair competitive advantage over others.

Issue 9: What conditions, if any, should be imposed on moving, adding, or changing orders to a CLEC's respective embedded bases of switching, high-capacity loops and dedicated transport, and what is the appropriate language to implement such conditions, if any?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. CLECs should not be allowed to add new UNE arrangements that have been de-listed nor should they be allowed to move an existing customer's service to another location.

With respect to local circuit switching, BellSouth believes that this issue has been addressed by this Authority during its May 16, 2005 Status Conference when the Authority unanimously ruled to allow BellSouth to effectuate the FCC's *TRRO* for "no new adds". (Transcript of Status Conference, p. 7, 14 and 16.)

After the Authority reached such conclusion, Cinergy filed a Motion of Clarification requesting the Authority to clarify whether "no new adds" included no new UNE-P arrangements for existing customers. BellSouth's response to Cinergy's Motion stated that the plain language of the *TRRO* "bars all new 'UNE-P arrangements,' not just those used to serve new customers. *TRRO* ¶ 227. Even beyond that, allowing CLECs to continue to add new UNE-P arrangements for existing customers would be inconsistent with the core policy behind the FCC's transition plan. Instead of weaning carriers away from the UNE platform and toward alternative methods of competition, as the FCC plainly intended, it would allow CLECs in Tennessee to **expand** the very activities that the FCC has found to be anticompetitive." (BellSouth's Response, p. 2) (footnote omitted). BellSouth also stated that "the FCC explained that its transition plan 'does not permit competitive LECs to add *new UNE-P arrangements* using unbundled access to local circuit switching pursuant to section 251(c)(3).' *TRRO* ¶ 227 (emphasis added)… [and] that 'This transition plan applies only to the embedded base, and does not permit competitive LECs to add *new switching UNEs.' TRRO* ¶ 5 (emphasis added). When a CLEC orders a new UNE-P line to serve an existing customer, it is ordering new local switching (and a 'new UNE-P arrangement'), which is prohibited under the plain language of the FCC's order and rules" (BellSouth's Response, p. 3)

Likewise, when a CLEC's customer moves their service, their old service is disconnected and their new service is considered a "new" order and therefore falls under the "no-new adds" policy in the *TRRO* and the decision of the Authority.

In the situation where a CLEC's customer chooses simply to modify their existing service, i.e., change features, add features or suspend and restore, BellSouth will process this type of order during the transition period.

With respect to high-capacity loops and dedicated transport, the FCC allows CLECs who disagree with an incumbent LEC's classification of Tier 1 or Tier 2 qualifying wire centers (as those terms are defined in the FCC Rules) and have performed their own due diligence to submit "self-certifying" orders which the incumbent LEC must provision. *TRRO*, ¶ 234. The *TRRO* further states that once the "self-certifying" order has been provisioned, incumbent LECs are entitled to challenge the validity of such order(s) pursuant to the dispute resolution provision in the parties' interconnection agreement. BellSouth has been accepting CLEC orders for new high-capacity loops and dedicated transport in Tier 1 and Tier 2 wire centers since March 11, 2005. BellSouth is in the process of reviewing these "self-certifying" orders and will use the dispute resolution process as needed. Ms. Tipton discusses the actions BellSouth is taking more fully in her testimony in Issue 5.

Issue 12: ***Should identifiable orders properly placed that should have been provisioned before March 11, 2005, but were not provisioned due to BellSouth errors in order processing or provisioning, be included in the "embedded base"?***

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth does not object to including in the embedded base identifiable orders properly placed and scheduled to be completed by March 11, 2005 if errors or actions caused by BellSouth resulted in the orders not being provisioned by March 11, 2005.

Issue 13: Should network elements de-listed under section 251(c)(3) be removed from the SQM/PMAP/SEEM?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Elements that are no longer required to be unbundled pursuant to Section 251(c)(3) ("de-listed elements") should not be subject to the measurements of a SQM/PMAP/SEEM plan. The purpose of establishing and maintaining a SQM/PMAP/SEEM plan is to ensure that BellSouth provides nondiscriminatory access to elements required to be unbundled under section 251(c)(3), and if BellSouth fails to meet such measurements, it must pay the CLEC and/or the state a monetary penalty. Section 251(c)(3) elements are those elements which the FCC has determined are necessary for CLECs to provide service and without access to the ILEC's network, the CLEC would be impaired in its ability to do so. When making the determination that an element is no longer "necessary" and that CLECs are not "impaired" without access to an ILEC's UNE, the FCC found that CLECs were able to purchase similar services from other providers. These other providers are not required to perform under a SQM/PMAP/SEEM plan. To continue to impose upon BellSouth a performance measurement, and possible penalty, on competitive, commercial offerings is discriminatory and

anticompetitive. For commercial offerings, the marketplace, not a SQM/PMAP/SEEM plan, becomes BellSouth's penalty plan. If BellSouth fails to meet a CLEC's provisioning needs, such CLEC can avail itself of other providers of the service and BellSouth is penalized because it loses a customer and associated revenues.

When a Section 251(c)(3) element is "de-listed," the incumbent LEC will most likely provide a wholesale service similar to such element pursuant to a commercially negotiated agreement or tariffed service with its own terms and conditions relating to the provision of such service. In fact, BellSouth's commercial agreements provide for consequences if BellSouth fails to perform in accordance with its contractual obligations. Such terms and conditions replace the need for SQM/PMAP/SEEM measurements and penalties. With over 150 CLECs having already executed commercial agreements with such terms and conditions, it is clear that those CLECs are satisfied with the penalties in the commercial agreement and were willing to forgo any SQM/PMAP/SEEM penalty payments should BellSouth not perform in accordance with the parties' agreement. Again, the market, not regulation, is the appropriate dictator of the implications should BellSouth, or any provider, fail to meet its customer's needs.

In addition, in May 2005, BellSouth and several CLECs entered into a Stipulated Agreement relating to issues analogous to the issue presented here and filed such agreement with the Georgia Public Service Commission in response to a Commission proceeding relating to whether BellSouth had the right to discontinue reporting and making payments under Tier 2 for performance deficiencies relative

to the industry as a whole. The Georgia Public Service Commission recently entered an *Order Adopting Hearing Officer's Recommended Order*, dated June 23, 2005, in Docket No. 7892-U, which approved the Stipulation Agreement reached between BellSouth and several parties and included the following provisions:

> 1. All DS0 wholesale platform circuits provided by BellSouth to a CLEC pursuant to a commercial agreement to be removed from the SQM Reports; Tier 1 payments; and Tier 2 payments starting with May 2005 data.
>
> 2. The removal of DS0 wholesale platform circuits as specified above will occur region-wide.
>
> 3. All parties to this docket [the Performance Measurements' docket] reserve the right to make any arguments regarding the removal of any items other than the DS0 wholesale platform circuits from SQM/SEEMs in Docket No. 19341-U [the Generic Change of Law docket] to the extent specified in the approved issues list.

The parties reserved the rights to address this issue for any service other than the DS0 wholesale platform in each state generic change of law docket, and thus, the CLECs are free to do so.

Issue 30: What is the appropriate language to implement the FCC's "entire agreement" rule under Section 252(i)?

Q. WHAT DOES THIS ISSUE ADDRESS?

A. On July 13, 2004, the FCC released its *Second Report and Order*[7] in which it adopted an "all or nothing" rule to replace the current "pick and choose" rule with respect to a CLEC's ability to adopt another CLEC's existing interconnection agreement. Under this new rule, CLECs who wish to adopt language from an effective interconnection agreement will have to adopt the entire agreement. The FCC found "the all-or-nothing approach to be a reasonable interpretation of section 252(i) that will 'restore incentives to engage in give-and-take negotiations while maintaining effective safeguards against discrimination.'" *Second Report and Order, ¶ 11.*

Q. WHAT LANGUAGE DOES BELLSOUTH PROPOSE TO IMPLEMENT THE "ENTIRE AGREEMENT" RULE UNDER SECTION 252(i)?

A. All CLEC interconnection agreements should be deemed amended to incorporate the FCC's "entire agreement" or "all or nothing" rule, so that all CLECs are bound by the FCC's requirement. BellSouth proposes the following language as the new Section 11 in the General Terms and Conditions section of all CLEC interconnection agreements:

11 Adoption of Agreements

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to <<customer_short_name>> any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was

[7] *In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338, *Second Report and Order*, 19 FCC Rcd 13494 (FCC 04-164), released July 13, 2004 ("*Second Report and Order*").

adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.

The Authority should affirm that such language is appropriate and necessary to implement the FCC's "all or nothing" requirement under Section 252(i) of the Act.

Q. IS BELLSOUTH ATTEMPTING TO "EXTEND THE 'ALL-OR-NOTHING' RULE BEYOND ITS INTENDED SCOPE" AS THE JOINT CLECS CLAIM ON PAGE 52 OF THEIR RESPONSE TO BELLSOUTH'S MOTION FOR SUMMARY JUDGMENT?

A. No. A CLEC has two options for entering into a new interconnection agreement with BellSouth: 1) it can adopt another CLEC's interconnection agreement in its entirety (as long as such agreement is in full compliance with the law and has at least six months remaining before expiration) or 2) it can enter into negotiations using BellSouth's Standard Interconnection Agreement. This approach is consistent with the statements made by the FCC in its Brief before the Ninth Circuit hearing the appeal relating to the *Second Report and Order*. "A CLEC always is free to negotiate with an ILEC to obtain the individual items of interconnection it needs, without regard to their availability in another CLEC's existing negotiated agreements. The ILEC (as well as the CLEC) in such a case has an obligation 'to negotiate in good faith.' This process is backed by the right to arbitration. Indeed, it was in large part to ensure the usefulness and integrity of this negotiation process – a central feature of the 1996 Act – that the FCC decided to abandon its pick-and-choose rule, which it found to be a deterrent to effective

negotiation." (Cites Omitted) (FCC Brief, p. 15).

Issue 32: How should the determinations made in this proceeding be incorporated into existing § 252 interconnection agreements?

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. Since the time that BellSouth filed its petition to establish this docket, the Authority has provided both parties of record and "interested parties," notice of its various status conferences. The Authority also established a deadline, July 1, 2005, by which any person desiring to participate as a party shall file a petition to intervene. (See *Order Establishing Procedural Schedule*, entered June 1, 2005.) A number of CLECs have intervened as parties of record. Since all CLECs have had ample opportunity to intervene and participate in this proceeding, the outcome of this docket should be binding upon both active parties and upon those CLECs that have been provided with the opportunity to participate in this proceeding, but have elected not to actively participate.

Through this proceeding, BellSouth seeks to resolve common *TRO/TRRO* issues, thus avoiding multiple proceedings. Just as it would in any generic proceeding, the Authority should determine that its decisions are binding on all CLECs in Tennessee.

It is important that, at the end of this proceeding, the Authority approves specific contractual language that can be promptly executed by the parties, unless

otherwise agreed to, so that the FCC's transitional deadlines are met. For example, to ensure that a smooth transition occurs, the Authority could order that within 45 days of its written order setting forth contract language that parties must execute compliant amendments (*i.e.*, those that track the Authority language, unless otherwise mutually agreed to) to their agreements. The Authority could also clarify that if an amendment is not executed within the allotted timeframe, the Authority's approved language will go into effect for all CLECs in the state of Tennessee, regardless of whether an amendment is signed.

It is important for the Authority to continue to be clear in its order that the transition period established by the FCC in the *TRRO* for transitioning CLEC's embedded base, both on UNE-P and those on high-cap loops and transport, must be completed by March 10, 2006, without exception.[8] The CLECs will have had one year's notice of the need to move their customer base, and no legitimate argument for additional time exists. BellSouth is currently making every effort to ensure CLECs have a smooth transition for their embedded base,[9] and if CLECs do not avail themselves of BellSouth's notices and offers for planning such a smooth transition, they should not be permitted to seek an extension from this Authority. This is particularly important given that the CLECs apparently believe that they are only required to submit orders before March 10, 2006 (*See* p. 57, July 1, 2005 Joint CLECs' Response to BellSouth's Motion for Summary Judgment), and not complete other steps necessary to effectuate a smooth

[8] See Director Tate's Comments during May 16, 2005 Status Conference, pgs 7-8 and 10.

[9] Attached as Exhibit KKB-1 is a redacted copy of a certified letter BellSouth sent to several CLECs requesting information relating to their transition plans for delisted elements.

transition, notwithstanding the FCC's pronouncements that the reason for a twelve month transition period was to "***provide[] adequate time for both competitive LECs and incumbent LECs to perform the tasks necessary to an orderly transition, which could include deploying competitive infrastructure, negotiating alternative access arrangements, and performing loop cut overs or other conversions."*** *TRRO*, ¶ 227.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

593637

BellSouth Interconnection Services
675 West Peachtree St., NE
Room 34S91
Atlanta, Georgia 30375

Jim Tamplin
(404) 927-8997
FAX: 404 529-7839

Sent Via Certified Mail and Electronic Mail

July 15, 2005

Subject: Unbundled Network Element-Platform (UNE-P) Transition

Dear

On behalf of Buck Alford, I am writing to inquire about plans regarding the disposition of its embedded base of DS0 switching and/or UNE-P lines. As you know, the Federal Communications Commission's (FCC) Triennial Review Remand Order ("TRRO") established a one-year transition period, beginning March 11, 2005, and ending March 10, 2006, for CLECs to convert the embedded base of DS0 switching and UNE-P lines to alternative serving arrangements. To date BellSouth is not aware of whether or not has taken any action regarding a transition of its embedded base nor is BellSouth aware of if has plans to do so.

BellSouth would like to work with to make the transition as seamless as possible. If intends to convert its embedded base of UNE-P lines to UNE Loops (UNE-L), BellSouth encourages you to initiate immediately the requisite activities to complete an orderly transition by March 10, 2006, including, but not limited to, submission of any collocation application(s) to BellSouth as soon as practicable, but no later than July 30, 2005. Your company may not currently have sufficient collocation arrangements in place in the event elects to convert its entire embedded base of UNE-P to UNE-L arrangements, and should consider the time necessary to establish collocation arrangements and configure its equipment when planning its transition. account team representative can help you with the collocation application process. Again, it is imperative that communicate its intentions to BellSouth to transition to UNE-L and submit any necessary collocation applications no later than July 30, 2005, so that the parties may work cooperatively to meet the FCC's deadline.

As a reminder, if does not plan to transition its embedded base to UNE-L, BellSouth

offers CLECs the following alternatives for the embedded base of DS0 switching and/or UNE-P end users:

1) Commercial Agreement or

2) Resale pursuant to the parties' Interconnection Agreement.

I look forward to discussing this matter further with you. Please contact me at 404.927.8997.

Sincerely,

Jim Tamplin
Assistant Director – Interconnection Services