

BellSouth Telecommunications, Inc.
333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

June 23, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 06/23/06 @ 1:05pm

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

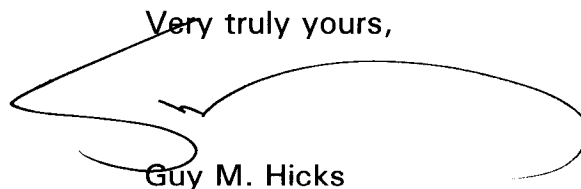
Re: *Petition to Establish Generic Docket to Consider Amendments to
Interconnection Agreements Resulting from Changes of Law*
Docket No. 04-00381

Dear Chairman Jones:

Enclosed are the original and four copies of BellSouth's *Response to Petition
for Reconsideration and Clarification*.

A copy is being provided to counsel of record.

Very truly yours,



Guy M. Hicks

GMH:ch

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

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

**RESPONSE TO PETITION
FOR RECONSIDERATION AND CLARIFICATION**

BellSouth Telecommunications, Inc. ("BellSouth") hereby submits this response to the Petition for Reconsideration and Clarification ("Petition") filed by the Competitive Carriers of the South, Inc. ("CompSouth") on or about June 20, 2006. In its Petition, CompSouth requested the Tennessee Regulatory Authority ("Authority") to "reconsider and clarify its findings with regard to Issue 28"¹ as set forth in the Authority's *Order Granting in Part and Denying in Part Motion for Summary Judgment and Denying Alternative Motion for Declaratory Ruling* issued on June 6, 2006. ("*Summary Judgment Order*"). As explained below, there is no need for the Authority to clarify its *Summary Judgment Order* with respect to Issue 28.² Accordingly, CompSouth's Petition should be denied.

¹ Petition at 1.

² Issue 28 provides as follows: "TRO – FIBER TO THE HOME: What is the appropriate language, if any, to address access to overbuild deployments of fiber to the home and fiber to the curb facilities?"

Relying on paragraph 273 of the *Triennial Review Order*,³ the Authority correctly concluded, as a matter of law, that “an incumbent LEC must offer unbundled access to fiber loops only in fiber loop overbuild situations where the incumbent LEC elects to retire existing copper loops and, in such cases, fiber loops must be unbundled for narrow band services only.”⁴ In granting partial summary judgment on Issue 28, the Authority essentially paraphrased paragraph 273 of the *Triennial Review Order*. Perhaps more importantly, in granting partial summary judgment on Issue 28, ***the Authority did not adopt any specific contract language.***

Despite the Authority’s straightforward ruling on Issue 28, CompSouth has asked the Authority to clarify its finding “so that it is clear that the [sic] when the Authority uses the term “fiber loops” on pages 35 and 38 of its Order, it means only FTTH and FTTC loops, as defined by the Federal Communications Commission (“FCC”).”⁵ In so-called support of its requested clarification, CompSouth claims that “it is fearful that, in the absence of the requested clarification, BellSouth could use the Authority’s Order to claim an entitlement to more unbundling relief than the FCC granted.”⁶ Such an unfounded fear does not warrant further action by the Authority.

³ *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, Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket Nos. 01-338, 96-98, 98-147, FCC 03-36 (released August 21, 2003) (“*Triennial Review Order*”).

⁴ *Summary Judgment Order* at 35.

⁵ Petition at 1.

⁶ Petition at 2.

Again, the Authority's ruling on Issue 28 simply and clearly tracks the applicable language in the *Triennial Review Order*. No further clarification is necessary. CompSouth's unfounded fears about what BellSouth will attempt to do (or not do) in the context of contract negotiations is based on pure speculation and has no basis in fact. In any event, the members of CompSouth presumably have the capability to determine from their perspective whether or not BellSouth's proposed interconnection terms comport with the Authority's *Summary Judgment Order*.

Finally, CompSouth's Petition is completely at odds with its earlier position on this very issue. Specifically, in opposing BellSouth's Motion for Summary Judgment on Issue 28, CompSouth asserted that:

BellSouth's Motion on Issues 23, 24, and 28 regarding broadband issues essentially requests that the Authority instruct the parties to incorporate contract language in their ICAs that conforms to applicable FCC orders. The Joint CLECs submit that this is exactly what the parties are doing in their negotiations – attempting to craft ICA language that meets the standards set forth by the FCC.

. . . .

The Authority would be better served by permitting the parties to narrow disputes through negotiations, addressing only the disputes on this issue that may remain from arbitration⁷

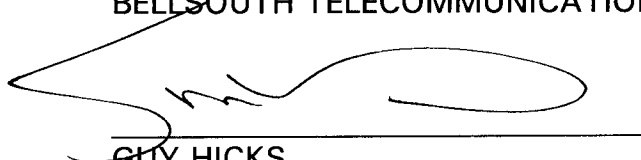
Of course, now that the Authority has ruled on Issue 28, CompSouth has now abandoned its prior position, i.e. that the parties should be permitted an opportunity to negotiate contract language and determine whether there is a dispute over such language prior to involving the Authority, in favor of a position that presumes an

⁷ Joint CLECs' Response to BellSouth's Motions for Summary Judgment or Declaratory Ruling at 51.

anticipated dispute over contract language. It is respectfully submitted that the Authority should not waste its time deliberating expected potential disputes⁸ and accordingly should deny CompSouth's Petition.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Guy Hicks", is written over a horizontal line.

GUY HICKS

JOELLE J. PHILLIPS

333 Commerce Street, Suite 2101

Nashville, TN 37201-3300

(615) 214-6301

ANDREW D. SHORE

ROBERT A. CULPEPPER

675 West Peachtree Street, N.E. Suite 4300

Atlanta, Georgia 30375

⁸ Notably absent from the Petition is any allegation (much less facts) regarding BellSouth's negotiation tactics that would even remotely support CompSouth's paranoia.

CERTIFICATE OF SERVICE

I hereby certify that on June 23, 2006, a copy of the foregoing document was served on the following, via the method indicated:

☐ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Henry Walker, Esquire
Boult, Cummings, et al.
1600 Division Street, #700
Nashville, TN 37219-8062
hwalker@boultcummings.com
bmagness@phonelaw.com

☐ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

James Murphy, Esquire
Boult, Cummings, et al.
1600 Division Street, #700
Nashville, TN 37219-8062
jmurphy@boultcummings.com

☐ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

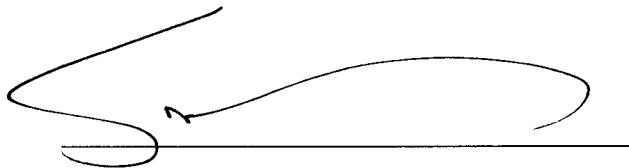
Ed Phillips, Esq.
United Telephone - Southeast
14111 Capitol Blvd.
Wake Forest, NC 27587
Edward.phillips@mail.sprint.com

☐ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

H. LaDon Baltimore, Esquire
Farrar & Bates
211 Seventh Ave. N, # 320
Nashville, TN 37219-1823
don.baltimore@farrar-bates.com
jheitmann@kelleydrye.com

☐ Hand
☐ Mail
☐ Facsimile
☐ Overnight
☒ Electronic

Charles B. Welch, Esquire
Farris, Mathews, et al.
618 Church St., #300
Nashville, TN 37219
cwelch@farrismathews.com
kris.shulman@xo.com

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