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August 16, 2005

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 041269-TP

Dear Ms. Bayó:

Enclosed are an original and fifteen copies of BellSouth Telecommunications, Inc.'s Direct Testimony of Kathy Blake, Eric Fogle, David Wallis, and Pamela A. Tipton, which we ask that you file in the above referenced docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,



Meredith Mays

cc: All Parties of Record
Jerry Hendrix
R. Douglas Lackey
Nancy B. White

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CERTIFICATE OF SERVICE
Docket No. 041269-TP

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and FedEx this 16th day of August, 2005 to the following:

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF KATHY K. BLAKE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 041269-TP
AUGUST 16, 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

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

3

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

6

7 A. On August 21, 2003, the Federal Communications Commission (“FCC”) released
8 its *Triennial Review Order* or *TRO*,¹ in which it modified incumbent local
9 exchange carriers’ (“ILECs”) unbundling obligations under Section 251 of the
10 Act.² Subsequent orders further clarified the scope of ILECs’ section 251
11 unbundling obligations. These orders culminated in the permanent unbundling
12 rules released with the *Triennial Review Remand Order*, or *TRRO*, on February 4,
13 2005.³ The FCC’s new rules removed, in many instances, significant unbundling
14 obligations formerly placed on ILECs, and set forth transition periods for carriers
15 to move the embedded base of these former unbundled network elements
16 (“UNEs”) to alternative serving arrangements. The *TRRO* explicitly requires

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*”).

1 change of law processes and certain transition periods to be completed by March
2 10, 2006.⁴

3
4 While there are some competitive local exchange carriers (“CLECs”) with whom
5 BellSouth has successfully negotiated the changes necessitated by the *TRO* and
6 the *TRRO*, there are other CLECs with whom discussions continue and still other
7 CLECs that have simply ignored BellSouth’s repeated efforts to modify
8 interconnection agreements to reflect current regulatory policy.

9
10 The Florida Public Service Commission (“Commission”) established this docket
11 in response to BellSouth’s *Petition to Establish Generic Docket* to address any
12 unresolved change-of-law issues resulting from the implementation of the *TRO*
13 and *TRRO*.

14

15 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

16

17 A. My direct testimony provides BellSouth’s position on numerous policy issues that
18 have been raised in this proceeding and that have been identified on the Joint
19 Issues Matrix attached to the Commission’s July 11, 2005, *Order Establishing*
20 *Procedure* as Attachment A.⁵ I also provide supporting evidence that the
21 interconnection agreement language proposed by BellSouth and that is attached to
22 BellSouth Witness Ms. Pamela Tipton’s Direct Testimony is the appropriate
23 language that should be adopted by this Commission.

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

⁵ *Order Establishing Procedure*, Docket No. 041269-TP, Order No. PSC-05-0736-PCO-TP, issued July 11, 2005.

1

2 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

3

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

8

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

11

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

14

Witness	Issue Nos.
Kathy Blake	2, 8, 11, 12, 29 and 31
Pam Tipton	1, 3, 4, 7, 9, 10, 13, 14, 15, 21, 28 and 30
David Wallis	4(b)
Eric Fogle	5, 16, 17, 18, 19, 22, 23, 24, 25, 26 and 27

15

16 BellSouth is not sponsoring witness testimony to address Issues 6 and 20 because
17 the CLECs have acknowledged there is no dispute concerning these issues. *See*
18 *July 22, 2005 CompSouth's Response to BellSouth's Motion for Summary*
19 *Judgment.* If other parties file direct testimony concerning issues that were not
20 included on the Joint Issues Matrix attached to the Commission's *Order*

1 *Establishing Procedure*, BellSouth will address such matters in its rebuttal
2 testimony.

3
4 ***Issue 2: (a) How should existing Interconnection Agreements (“ICAs”) be***
5 ***modified to address BellSouth’s obligation to provide network***
6 ***elements that the FCC has found are no longer 251(c)(3) obligations?***
7 ***(b) What is the appropriate way to implement in new agreements pending***
8 ***in arbitration any modifications to BellSouth’s obligations to provide***
9 ***network elements that the FCC has found are no longer Section***
10 ***251(c)(3) obligations?***

11
12 Q. WHAT IS BELLSOUTH’S POSITION REGARDING ISSUE 2(a)?

13
14 A. With the FCC’s determination that several network elements are no longer
15 required to be unbundled pursuant to Section 251(c)(3), such elements must be
16 removed from existing interconnection agreements (“ICAs”). This is because
17 interconnection agreements address Section 251 obligations and those obligations
18 are the only ones required to be included in Section 252 interconnection
19 agreements. In order to memorialize the removal of such elements, the parties to
20 the interconnection agreement must execute the appropriate amendment
21 eliminating the availability of such network elements. BellSouth’s proposed
22 contractual language is attached to Ms. Tipton’s Direct Testimony, and removes
23 those elements identified by the FCC that no longer are required to be unbundled
24 pursuant to Section 251.⁶

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

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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 Florida, as of August 1, 2005, BellSouth has executed 75 *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 with respect to *TRO/TRRO* amendments. BellSouth is requesting that the Commission 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 Commission require such CLECs to execute a contractual amendment with the Commission-approved language promptly following the conclusion of this proceeding.

Q. WHAT IS BELLSOUTH’S POSITION REGARDING ISSUE 2(b)?

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 Commission will only have to address the issue once.

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.

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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 Commission-approved language from this proceeding in the parties' new agreement.

With respect to Issue 2(b), there appears to be a dispute between BellSouth and certain CLECs about the timing of any Commission 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 128 to the July 22, 2005 CompSouth's 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 Commission enters an order in this docket before it issues an arbitration order in Docket No. 040130-TP. However, if the foregoing scenario

1 occurs, all CLECs, including NuVox/Xspedius will need to comply with such an
2 order to ensure that a smooth transition away from de-listed UNEs occurs. No
3 CLEC can extend the FCC's transition periods, which periods have explicit
4 ending dates. Doing so would not only violate the FCC's rules, but also would
5 give certain CLECs an unfair competitive advantage over others.

6

7 ***Issue 8: What conditions, if any, should be imposed on moving, adding, or***
8 ***changing orders to a CLEC's respective embedded bases of switching,***
9 ***high-capacity loops and dedicated transport, and what is the appropriate***
10 ***language to implement such conditions, if any?***

11

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

13

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

17

18 With respect to local circuit switching, this Commission concluded that "the
19 *TRRO* is quite specific, as is the revised FCC rule attached and incorporated in
20 that Order, that the requesting carriers may not obtain new local switching as an
21 unbundled element. ... Any other conclusion would render the *TRRO* language
22 regarding 'no new adds' a nullity, which would, consequently, render the
23 prescribed 12-month transition period a confusing morass ripe for further
24 dispute."⁷ Such a decision precludes any other conclusion other than that a

⁷ See *Order Denying Emergency Petitions*, Docket No. 041269-TP, Order No. PSC-05-0492-FOF-TP, issued May 5, 2005, p. 6.

1 request from a CLEC to add a new UNE-P arrangement for an existing customer
2 must be denied.

3

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

7

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

11

12 With respect to high-capacity loops and dedicated transport, the FCC allows
13 CLECs who disagree with an incumbent LEC's classification of Tier 1 or Tier 2
14 qualifying wire centers (as those terms are defined in the FCC Rules) and have
15 performed their own due diligence to submit "self-certifying" orders which the
16 incumbent LEC must provision. *TRRO*, ¶ 234. The *TRRO* further states that once
17 the "self-certifying" order has been provisioned, incumbent LECs are entitled to
18 challenge the validity of such order(s) pursuant to the dispute resolution provision
19 in the parties' interconnection agreement. BellSouth has been accepting CLEC
20 orders for new high-capacity loops and dedicated transport in Tier 1 and Tier 2
21 wire centers since March 11, 2005. BellSouth is in the process of reviewing these
22 "self-certifying" orders and will use the dispute resolution process as needed. Ms.
23 Tipton discusses the actions BellSouth is taking more fully in her testimony in
24 Issue 4.

25

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

5

6 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

7

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

12

13 **Issue 12: Should network elements de-listed under section 251(c)(3) be removed**
14 **from the SQM/PMAP/SEEM?**

15

16 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

17

18 A. Elements that are no longer required to be unbundled pursuant to Section
19 251(c)(3) (“de-listed elements”) should not be subject to the measurements of a
20 SQM/PMAP/SEEM plan. The purpose of establishing and maintaining a
21 SQM/PMAP/SEEM plan is to ensure that BellSouth provides nondiscriminatory
22 access to elements required to be unbundled under section 251(c)(3), and if
23 BellSouth fails to meet such measurements, it must pay the CLEC and/or the state
24 a monetary penalty. Section 251(c)(3) elements are those elements which the
25 FCC has determined are necessary for CLECs to provide service and without

1 access to the ILEC's network, the CLEC would be impaired in its ability to do so.
2 When making the determination that an element is no longer "necessary" and that
3 CLECs are not "impaired" without access to an ILEC's UNE, the FCC found that
4 CLECs were able to purchase similar services from other providers. These other
5 providers are not required to perform under a SQM/PMAP/SEEM plan. To
6 continue to impose upon BellSouth a performance measurement, and possible
7 penalty, on competitive, commercial offerings is discriminatory and
8 anticompetitive. For commercial offerings, the marketplace, not a
9 SQM/PMAP/SEEM plan, becomes BellSouth's penalty plan. If BellSouth fails to
10 meet a CLEC's provisioning needs, such CLEC can avail itself of other providers
11 of the service and BellSouth is penalized because it loses a customer and
12 associated revenues.

13
14 When a Section 251(c)(3) element is "de-listed," the incumbent LEC will most
15 likely provide a wholesale service similar to such element pursuant to a
16 commercially negotiated agreement or tariffed service with its own terms and
17 conditions relating to the provision of such service. In fact, BellSouth's
18 commercial agreements provide for consequences if BellSouth fails to perform in
19 accordance with its contractual obligations. Such terms and conditions replace
20 the need for SQM/PMAP/SEEM measurements and penalties. With over 150
21 CLECs having already executed commercial agreements with such terms and
22 conditions, it is clear that those CLECs are satisfied with the penalties in the
23 commercial agreement and were willing to forego any SQM/PMAP/SEEM
24 penalty payments should BellSouth not perform in accordance with the parties'

1 agreement. Again, the market, not regulation, is the appropriate dictator of the
2 implications should BellSouth, or any provider, fail to meet its customer's needs.

3
4 In addition, in May 2005, BellSouth and several CLECs entered into a Stipulated
5 Agreement relating to issues analogous to the issue presented here and filed such
6 agreement with the Georgia Public Service Commission in response to a
7 Commission proceeding relating to whether BellSouth had the right to discontinue
8 reporting and making payments under Tier 2 for performance deficiencies relative
9 to the industry as a whole. The Georgia Public Service Commission recently
10 entered an *Order Adopting Hearing Officer's Recommended Order*, dated June
11 23, 2005, in Docket No. 7892-U, which approved the Stipulation Agreement
12 reached between BellSouth and several parties and included the following
13 provisions:

14 1. All DS0 wholesale platform circuits provided by BellSouth
15 to a CLEC pursuant to a commercial agreement to be removed from
16 the SQM Reports; Tier 1 payments; and Tier 2 payments starting
17 with May 2005 data.

18 2. The removal of DS0 wholesale platform circuits as
19 specified above will occur region-wide.

20 3. All parties to this docket [the Performance Measurements'
21 docket] reserve the right to make any arguments regarding the
22 removal of any items other than the DS0 wholesale platform circuits
23 from SQM/SEEMs in Docket No. 19341-U [the Generic Change of
24 Law docket] to the extent specified in the approved issues list.

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

4

5 ***Issue 29: What is the appropriate language to implement the FCC’s “entire***
6 ***agreement” rule under Section 252(i)?***

7

8 Q. WHAT DOES THIS ISSUE ADDRESS?

9

10 A. On July 13, 2004, the FCC released its *Second Report and Order*⁸ in which it
11 adopted an “all or nothing” rule to replace the current “pick and choose” rule with
12 respect to a CLEC’s ability to adopt another CLEC’s existing interconnection
13 agreement. Under this new rule, CLECs who wish to adopt language from an
14 effective interconnection agreement will have to adopt the entire agreement. The
15 FCC found “the all-or-nothing approach to be a reasonable interpretation of
16 section 252(i) that will ‘restore incentives to engage in give-and-take negotiations
17 while maintaining effective safeguards against discrimination.’” *Second Report*
18 *and Order*, ¶ 11.

19

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

22

23 A. All CLEC interconnection agreements should be modified to incorporate the

⁸ *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*”).

1 FCC's "entire agreement" or "all or nothing" rule, so that all CLECs are bound by
2 the FCC's requirement. BellSouth proposes the following language as the new
3 Section 11 in the General Terms and Conditions section of all CLEC
4 interconnection agreements:
5

6 **11 Adoption of Agreements**

7 Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall
8 make available to <<customer_short_name>> any entire interconnection
9 agreement filed and approved pursuant to 47 USC § 252. The adopted
10 agreement shall apply to the same states as the agreement that was
11 adopted, and the term of the adopted agreement shall expire on the same
12 date as set forth in the agreement that was adopted.
13

14 The Commission should affirm that such language is appropriate and necessary to
15 implement the FCC's "all or nothing" requirement under Section 252(i) of the
16 Act.
17

18 Q. IS BELLSOUTH ATTEMPTING TO "EXTEND THE 'ALL-OR-NOTHING'
19 RULE BEYOND ITS INTENDED SCOPE" AS COMPSOUTH CLAIMS ON
20 PAGE 48 OF ITS RESPONSE TO BELLSOUTH'S MOTION FOR SUMMARY
21 JUDGMENT?
22

23 A. No. A CLEC has two options for entering into a new interconnection agreement
24 with BellSouth: 1) it can adopt another CLEC's interconnection agreement in its
25 entirety (as long as such agreement is in full compliance with the law and has at
26 least six months remaining before expiration) or 2) it can enter into negotiations
27 using BellSouth's Standard Interconnection Agreement. This approach is
28 consistent with the statements made by the FCC in its Brief before the Ninth

1 Circuit hearing the appeal relating to the *Second Report and Order*. “A CLEC
2 always is free to negotiate with an ILEC to obtain the individual items of
3 interconnection it needs, without regard to their availability in another CLEC’s
4 existing negotiated agreements. The ILEC (as well as the CLEC) in such a case
5 has an obligation ‘to negotiate in good faith.’ This process is backed by the right
6 to arbitration. Indeed, it was in large part to ensure the usefulness and integrity of
7 this negotiation process – a central feature of the 1996 Act – that the FCC decided
8 to abandon its pick-and-choose rule, which it found to be a deterrent to effective
9 negotiation.” (Cites Omitted) (FCC Brief, p. 15).

10
11 ***Issue 31: How should the determinations made in this proceeding be incorporated***
12 ***into existing § 252 interconnection agreements?***

13
14 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

15
16 A. On June 14, 2005, the Commission issued its *Order Establishing Scope of*
17 *Proceeding*,⁹ in which it stated that all certificated CLECs operating in
18 BellSouth’s Florida territory would be bound by the ultimate findings in this
19 proceeding and that each CLEC “has an equal opportunity to participate in the
20 litigation of this matter.” By including Issue 31 as a question for resolution,
21 BellSouth is seeking to ensure that one only proceeding will be conducted to
22 decide all outstanding questions, with that proceeding to derive language with
23 which to amend the interconnection agreements in lieu of expensive and time-
24 consuming individual negotiation and, possibly, arbitrations. Consequently, the

⁹ *Order Establishing Scope of Proceeding*, Docket No. 041269-TP, Order No. PSC-05-0639-TP, issued June 14, 2005, p. 1.

1 outcome of this docket should be binding upon both active parties and upon those
2 CLECs that have elected not to actively participate. Therefore, when issuing its
3 final decision in this proceeding, the Commission should affirm that the
4 conclusions reached by the Commission and the language approved by the
5 Commission in this proceeding are binding upon all certificated CLECs in
6 Florida.

7
8 Through this proceeding, BellSouth seeks to resolve common *TRO/TRRO* issues,
9 thus avoiding multiple proceedings. Just as it would in any generic proceeding,
10 the Commission should determine that its decisions are binding on all CLECs in
11 Florida.

12
13 It is important that, at the end of this proceeding, the Commission approves
14 specific contractual language that can be promptly executed by the parties, unless
15 otherwise agreed to, so that the FCC's transitional deadlines are met. For
16 example, to ensure that a smooth transition occurs, the Commission could order
17 that within 45 days of its written order setting forth contract language that parties
18 must execute compliant amendments (*i.e.*, those that track the Commission
19 language, unless otherwise mutually agreed to) to their agreements. The
20 Commission could also clarify that if an amendment is not executed within the
21 allotted timeframe, the Commission's approved language will go into effect for all
22 CLECs in the state of Florida, regardless of whether an amendment is signed.

23
24 It is important for the Commission to be clear in its order that the transition period
25 established by the FCC in the *TRRO* for transitioning CLEC's embedded base,

1 both on UNE-P and those on high-cap loops and transport, must be completed by
2 March 10, 2006, without exception. The CLECs will have had one year's notice
3 of the need to move their customer base, and no legitimate argument for
4 additional time exists. BellSouth is currently making every effort to ensure
5 CLECs have a smooth transition for their embedded base,¹⁰ and if CLECs do not
6 avail themselves of BellSouth's notices and offers for planning such a smooth
7 transition, they should not be permitted to seek an extension from this
8 Commission. This is particularly important given that the CLECs apparently
9 believe that they are only required to submit orders before March 10, 2006 (*See p.*
10 *53-54, July 22, 2005, CompSouth's Response to BellSouth's Motion for*
11 *Summary Judgment*), and not complete other steps necessary to effectuate a
12 smooth transition, notwithstanding the FCC's pronouncements that the reason for
13 a twelve month transition period was to "provide[] adequate time for both
14 competitive LECs and incumbent LECs to perform the tasks necessary to an
15 orderly transition, which could include deploying competitive infrastructure,
16 negotiating alternative access arrangements, and performing loop cut overs or
17 other conversions." *TRRO*, ¶ 227.

18

19 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

20

21 A. Yes.

22

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¹⁰ 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.



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 [redacted] has taken any action regarding a transition of its embedded base nor is BellSouth aware of if [redacted] has plans to do so.

BellSouth would like to work with [redacted] to make the transition as seamless as possible. If [redacted] 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 [redacted] elects to convert its entire embedded base of UNE-P to UNE-L arrangements, and [redacted] should consider the time necessary to establish collocation arrangements and configure its equipment when planning its transition. [redacted] account team representative can help you with the collocation application process. Again, it is imperative that [redacted] 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 [redacted] 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