

**BEFORE THE KENTUCKY
PUBLIC SERVICE COMMISSION**

In the matter of

Application of Competitive Carriers of the)
South, Incl. for a Declaratory Order)
Affirming that the Interconnection Regimes) Case No. 2015-00283
Under KRS 278.530 and 47 U.S.C. § 251 are)
Technologically Neutral)

**AT&T KENTUCKY’S SUPPLEMENTAL RESPONSES
TO COMPSOUTH’S INFORMATION REQUESTS**

AT&T Kentucky¹ respectfully submits this supplemental response to the Competitive Carriers of the South Inc.’s Information Requests to AT&T Kentucky.

INTRODUCTION

AT&T Kentucky served its Objections and Responses to CompSouth’s Information Requests on November 23, 2016. That submission provided some of the requested information and objected to certain of CompSouth’s requests on the ground that they sought information (including information AT&T Kentucky provided) that is not relevant to the purely legal issues presented by CompSouth’s request for a declaration concerning the meaning of 47 U.S.C. §§ 251-252 and KRS 278.530.

Thereafter, CompSouth moved to compel additional responses from AT&T Kentucky; AT&T Kentucky moved to strike the motion to compel; and the parties then agreed to withdraw the motion to compel and the motion to strike and to confer in order to try to resolve those disagreements. That conference yielded agreement that AT&T Kentucky would provide certain

¹ BellSouth Telecommunications, LLC, d/b/a AT&T Kentucky

supplemental responses to CompSouth's Information Requests and that CompSouth would not pursue any further information through the discovery process.

Subject to and without waiving any General Objections or specific objections set forth in its November 23 Objections and Responses to CompSouth's Information Requests, AT&T Kentucky now provides the following supplemental responses pursuant to the parties' agreement:

3. **RFIs 3, 4 and 5:** Subject to the objections set forth in its Objections and Responses to CompSouth's Information Requests, AT&T Kentucky states that it is not a party to any contract that provides for or governs the exchange in IP format of voice traffic going from AT&T Kentucky to the other party or voice traffic coming from the other party to AT&T Kentucky. Nor has AT&T Kentucky proposed to engage in or engaged in negotiation of any such contract with any service provider. Upon information and belief, AT&T Kentucky's non-ILEC affiliate, AT&T Corp., is a party to contracts that provide for and govern the exchange in IP format of certain voice traffic that originates with or terminates to end users in Kentucky, some but not all of which end users are customers of AT&T Kentucky. These are not ILEC agreements and are not subject to 47 U.S.C. §§ 251-252. Accordingly, the contracts are not subject to 47 U.S.C. § 252(i) and have not been filed with the Kentucky Public Service Commission.

4. **RFIs 6 and 7:** Subject to the objections set forth in its Objections and Responses to CompSouth's Information Requests and to AT&T Kentucky's supplemental responses to RFIs 3, 4, and 5, AT&T Kentucky states that when a requesting carrier seeks to obtain an interconnection agreement with it pursuant to 47 U.S.C. §§ 251-252, that carrier may, subject to certain limitations, "opt into" an existing state commission-approved interconnection agreement,

which agreements are available for the requesting carrier's review on the AT&T ILECs' CLEC Online website and on the relevant state commission's website. Generally, the AT&T ILEC does not "offer the opportunity" (see RFI 6) to opt in or provide copies of existing interconnection agreements (see RFI 7) to requesting carriers, other than by posting and filing them as stated above. Thus, whether or not IP interconnection is within the scope of 47 U.S.C. §§ 251-252, neither AT&T Kentucky nor, upon information and belief, an AT&T Kentucky affiliate that received a request for IP interconnection, would provide copies of existing agreements or "offer the opportunity" to opt in to carriers requesting IP interconnection. That said, IP interconnection is not within the scope of 47 U.S.C. §§ 251-252, and an agreement providing for IP interconnection is therefore not subject to opt-in. In providing this response, AT&T Kentucky emphasizes that it has not advocated and does not advocate in this proceeding any position on the question whether IP interconnection is or is not within the scope of 47 U.S.C. §§ 251-252, and that it has provided this response solely in order to respond to CompSouth's information requests.

5. **RFI 8**: Subject to the objections set forth in its Objections and Responses to CompSouth's Information Requests, AT&T Kentucky states that it has neither proposed nor engaged in any negotiation of any agreement providing for or governing the exchange in IP format of voice traffic going from AT&T Kentucky to the other party or voice traffic coming from the other party to AT&T Kentucky. Upon information and belief, AT&T Kentucky's non-ILEC affiliate, AT&T Corp., is a party to contracts that provide for and govern the exchange in IP format of certain voice traffic that originates with or terminates to end users in Kentucky, some but not all of which end users are customers of AT&T Kentucky. On information and belief, some or all of those contracts, which are not in AT&T Kentucky's possession, custody or

control, include a provision to the effect that the contract is not subject to 47 U.S.C. §§ 251-252. Also on information and belief, those provisions, like all other provisions in the contracts were the product of a commercial negotiation and were not “required” by AT&T Corp.

6. **RFI 9:** Subject to the objections set forth in its Objections and Responses to CompSouth’s Information Requests, AT&T Kentucky states that it has not engaged in negotiation of an IP-to-IP interconnection agreement for the exchange of voice traffic. On information and belief, AT&T Kentucky states that its affiliate, AT&T Corp., has non-disclosure agreements in place with carriers that negotiate with AT&T Corp., and that those NDAs cover all negotiations in which the parties engage. Also on information and belief, both AT&T Corp. and the carriers with which it negotiates typically insist on having NDAs in place for all negotiations. Accordingly, AT&T Corp. would expect to have in place an NDA covering negotiation of an agreement for the exchange of voice traffic in IP format, but, on information and belief, AT&T Corp. has not had occasion to “mandate” the execution of such an NDA over the objection of any counter-party.

7. **RFI 14:** Subject to the objections set forth in its Objections and Responses to CompSouth’s Information Requests, AT&T Kentucky will provide the requested information for AT&T Kentucky only, subject to execution of an appropriate confidentiality agreement.

8. **RFI 15:** Subject to the objections set forth in its Objections and Responses to CompSouth’s Information Requests, AT&T Kentucky will provide a table or tables displaying the requested information for AT&T Kentucky only, subject to execution of an appropriate confidentiality agreement.

9. **RFI 20:** Subject to the objections set forth in its Objections and Responses to CompSouth’s Information Requests, AT&T Kentucky states that the existing ICAs that AT&T

Kentucky has with Birch, Level 3 and Windstream ('the CompSouth members') do not allow the CompSouth members to exchange IP Voice traffic in IP format from end to end.

Respectfully submitted,

/s/ Cheryl R. Winn

Waters Law Group, PLLC
12802 Townepark Way, Suite 200
Louisville, KY 40243
502) 435-2424
Email: crwinn@waterslawgroup.com

Dennis G. Friedman
J. Tyson Covey
Mayer Brown LLP
71 South Wacker Drive
Chicago, IL 60606
(312) 782-0600
Email: dfriedman@mayerbrown.com
jcovey@mayerbrown.com

FILING NOTICE AND CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and accurate copy of the same document being filed in paper medium with the Commission within two business days; that the electronic filing was transmitted to the Commission on January 12, 2017; and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

/s/ Cheryl R. Winn