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August 1, 2008

RECEIVED

**VIA FEDERAL EXPRESS**

AUG 04 2008

PUBLIC SERVICE  
COMMISSION

Ms. Stephanie Stumbo  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
P.O. Box 615  
Frankfort, Kentucky 40602

Re: SouthEast Telephone, Inc., Complainant v. BellSouth Telecommunications, Inc.  
d/b/a AT&T Kentucky, Defendant  
KSPC 2008-00279

Dear Ms. Stumbo:

Enclosed for filing in the above-captioned case are the original and ten (10) copies of BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky's Answer to the Complaint filed by SouthEast Telephone, Inc.

Thank you for your attention to this matter.

Sincerely,

Mary K. Keyer  
General Counsel/Kentucky

cc: Parties of Record

Enclosures

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COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

SOUTHEAST TELEPHONE, INC. )  
)  
Complainant, )  
)  
BELLSOUTH TELECOMMUNICATIONS, INC. )  
d/b/a AT&T KENTUCKY )  
)  
Defendant. )  
\_\_\_\_\_ )

AUG 04 2008  
PUBLIC SERVICE  
COMMISSION

CASE NO. 2008-00279

**ANSWER OF BELLSOUTH TELECOMMUNICATIONS, INC.**  
**D/B/A AT&T KENTUCKY**

BellSouth Telecommunications, Inc. (d/b/a AT&T Kentucky) hereby submits its Answer to the Complaint filed by SouthEast Telephone, Inc. ("SouthEast") on July 15, 2008. AT&T Kentucky respectfully requests that the Commission deny all relief requested in the Complaint on two independent grounds. First, the Commission should dismiss the Complaint because it is impermissibly vague. Nowhere in the Complaint does SouthEast set forth the specific elements it is trying to order; the contracts from which it is attempting to order said elements; or the legal authority pursuant to which it is entitled to have the elements combined. (For example, while SouthEast asserts that it is generally entitled to "commingled" elements, that is true only if one of the elements is a section 251 element and the other is a wholesale product or a section 271 element). AT&T Kentucky has made several efforts to discuss this matter with SouthEast in an effort to explore what exactly SouthEast is trying to achieve but SouthEast has refused to provide any further information or clarification to AT&T Kentucky. Neither the Commission nor AT&T Kentucky should be forced to guess at what SouthEast is trying to accomplish.

Second, based on its internal review into what SouthEast appears to have ordered, AT&T Kentucky asserts that it is technically infeasible to create the combination SouthEast appears to want. Specifically, SouthEast ordered subloop distribution and a wholesale local platform (“WLP”) and asked AT&T Kentucky to commingle them. As the Commission is aware, subloop distribution is nothing more than that portion of a loop that goes from the end user premises to a remote terminal (while the whole loop that is provisioned as part of the WLP goes from the end user premises all the way back to the central office serving that end user). In other words, subloop distribution is just a part of the loop SouthEast will already get as part of the WLP. It is self-evident that AT&T Kentucky cannot combine a loop with a portion of the loop. Thus, the Complaint should be denied in its entirety.

Despite SouthEast’s assertions to the contrary, this Complaint has nothing to do with ascertaining the scope of AT&T Kentucky’s commingling obligation. AT&T Kentucky agrees that it is obligated to connect, attach or otherwise link a network element<sup>1</sup> with a wholesale product or, per this Commission’s orders, a section 271 element. The commingling definition is contained in the Change of Law amendment SouthEast executed with AT&T Kentucky. It states as follows:

Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunication Services or facilities that SouthEast has obtained at wholesale from AT&T, or the combining of a Network Element or Combination with one or more such wholesale Telecommunication Services or facilities, including those services or facilities available pursuant to Section 271 of the Act.

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<sup>1</sup> Section 1.2 of the existing Attachment 2 defines Network Element as follows:

For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment provided by BellSouth on an unbundled basis as is used by the CLEC in the provision of a telecommunications service. These unbundled network elements are consistent with the requirements of the FCC 51.319 rule. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”

SouthEast must comply with all rates, terms or conditions applicable to such wholesale Telecommunication Services or facilities.

AT&T Kentucky is not refusing to commingle as a general proposition. Rather, if it is correct in its assumption about what SouthEast is trying to order, AT&T Kentucky is refusing to connect certain elements ordered by SouthEast because it is technically infeasible.

### **RESPONSE TO SPECIFIC ALLEGATIONS**

1. AT&T Kentucky admits the first two sentences of Paragraph 1 of the Complaint upon information and belief. AT&T Kentucky is without sufficient information to admit or deny the third sentence of Paragraph 1 and thus it is denied.

2. AT&T Kentucky admits the allegations in Paragraph 2 of the Complaint.

3. AT&T Kentucky admits the allegations in Paragraph 3 of the Complaint.

4. AT&T Kentucky admits the Commission entered its Change of Law Order on December 12, 2007, and states that the Change of Law Order speaks for itself and thus no admission or denial is necessary for the remaining allegations in Paragraph 4 of the Complaint. By way of further response, AT&T Kentucky states that it has appealed certain portions of the referenced order to federal district court.

5. AT&T Kentucky states that the Change of Law Order speaks for itself and thus no admission or denial is necessary for the allegations in Paragraph 5 of the Complaint.

6. AT&T Kentucky states that the Change of Law Order speaks for itself and thus no admission or denial is necessary for the allegations in Paragraph 6 of the Complaint.

7. AT&T Kentucky admits that the parties executed a conforming amendment to their interconnection agreement to comply with the Change of Law Order and denies the remaining allegations in Paragraph 7 of the Complaint.

8. AT&T Kentucky admits that on June 16, 2008, SouthEast placed orders with AT&T Kentucky and admits the second sentence of Paragraph 8 of the Complaint. AT&T Kentucky denies the allegations in the third sentence of Paragraph 8, and specifically denies that SouthEast has made a legitimate request for commingling, but states by way of further response that AT&T Kentucky placed the requests in clarification status on June 18, 2008, and again on June 19, 2008. AT&T Kentucky denies the remaining allegations in Paragraph 8.

9. AT&T Kentucky admits it responded to SouthEast and states that its letter attached as Exhibit 2 to the Complaint speaks for itself. AT&T Kentucky denies the remaining allegations in Paragraph 9 of the Complaint.

10. AT&T Kentucky denies the allegations in Paragraph 10 of the Complaint in its entirety. By way of further response, AT&T Kentucky asserts that it is technically infeasible to create the combination SouthEast appears to want. Specifically, SouthEast ordered subloop distribution and a wholesale local platform ("WLP") and asked AT&T Kentucky to commingle them. As the Commission is aware, subloop distribution is nothing more than that portion of a loop that goes from the end user premises to a remote terminal (while the whole loop provisioned as part of the WLP goes from the end user premise all the way back to the central office serving the end user). It is self-evident that AT&T Kentucky cannot combine an entire WLP loop with a portion of another separate loop.

11. AT&T Kentucky denies the allegations in Paragraph 11 of the Complaint. By way of further response, AT&T Kentucky states that the Commission should deny all relief sought by SouthEast. AT&T Kentucky agrees that it is obligated to commingle appropriate elements. It is not, however, obligated to try to combine elements that cannot technically be combined.

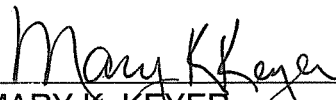
**REQUEST FOR RELIEF**

1. AT&T Kentucky denies the allegations in Paragraph 1 of the Prayer for Relief. By way of further response, AT&T Kentucky requests that the Commission deny all relief and dismiss the Complaint.

2. AT&T Kentucky denies the allegations in Paragraph 2 of the Prayer for Relief. By way of further response, AT&T Kentucky requests that the Commission deny all relief and dismiss the Complaint.

3. AT&T Kentucky denies the allegations in Paragraph 3 of the Prayer for Relief and respectfully requests that the Commission deny all relief sought in the Complaint.

Respectfully submitted,



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COUNSEL FOR BELLSOUTH  
TELECOMMUNICATIONS, INC. D/B/A  
AT&T KENTUCKY

**CERTIFICATE OF SERVICE KPSC 2008-00279**

It is hereby certified that a true and correct copy of the foregoing was served on the following individuals via U.S. Mail this 1st day of August 2008.

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Mary R. Keyer