

SouthEast Telephone

June 10, 2009

Via UPS Overnight

Mr. Jeff Derouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, KY 40602

RECEIVED

JUN 12 2009

PUBLIC SERVICE
COMMISSION

Re: SouthEast Telephone, Inc., Complainant v. BellSouthTelecommunications, Inc. d/b/a AT&T
Kentucky, Defendant
Case No. 2008-00279

Dear Mr. Derouen:

Enclosed please find SouthEast Telephone's Second Set of Data Requests Propounded to BellSouth Telecommunications, Inc., D/B/A AT&T Kentucky and ten copies.

Thank you for your attention to this matter, if you have any questions or concerns feel free to contact me at your convenience.

Sincerely,



Bethany Bowersock
In House Counsel
SouthEast Telephone, Inc.

Enclosures

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

SOUTHEAST TELEPHONE, INC)	
)	
Complainant,)	
)	
v.)	CASE NO. 2008-00279
)	
BELLSOUTH TELECOMMUNICATIONS, INC.)	
d/b/a AT&T KENTUCKY)	
)	
Defendant)	

**SECOND SET OF DATA REQUESTS OF
SOUTHEAST TELEPHONE, INC. PROPOUNDED TO BELLSOUTH
TELECOMMUNICATIONS, INC., D/B/A AT&T KENTUCKY**

SouthEast Telephone, Inc. (“SouthEast”), by counsel, hereby propounds its Second Set of Data Requests to BellSouth Telecommunications, Inc. d/b/a AT&T Kentucky (“AT&T”):

INSTRUCTIONS

Each response shall be answered under oath or be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of AT&T that the response is true and accurate to the best of that person’s knowledge, information, and belief formed after a reasonable inquiry. For any requests to which AT&T fails or refuses to furnish all or part of the requested information, AT&T shall explain in writing the specific grounds for its failure to respond completely.

* * * * *

1. Does AT&T believe that the Commission’s Order in Case No. 2004-00427, *In the Matter of Petition of BellSouth Telecommunications, Inc. to Establish Generic Docket to Consider Amendments to Interconnection Agreements Resulting from Changes of Law* (Dec. 12,

2007) (the “Change of Law Order”) was effective on its issuance date?

2. If the answer to Data Request 1 is yes, explain why AT&T believes compliance with that order was unnecessary until December 2008.

3. State why AT&T believes that it should be permitted to retain profits attributable to its having charged SouthEast wholesale local platform (“WLP”) prices for customer lines for which SouthEast was entitled to less expensive commingled arrangements pursuant to the Change of Law Order.

4. Refer to AT&T’s Response to SouthEast’s First Set of Data Requests, Item No. 3, wherein AT&T states that it does not actually undertake physical activities (except for a billing change) when it converts a SouthEast WLP line to a commingled arrangement. Provide the actual cost basis for the \$79.92 “installation” charge for converting a WLP line to a commingled arrangement.

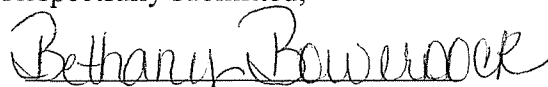
5. When AT&T converts a resale line to the WLP arrangement under its “commercial agreement,” thereby switching the line from resale to a Section 271 network element arrangement, what is the actual cost basis for the conversion charge?

6. SouthEast’s First Set of Data Requests contained several questions concerning difficulties SouthEast has encountered in attempting to order commingled elements from AT&T and being told, with little or no explanation, that certain lines do not “qualify” to be provisioned

as copper loops nondesigned. Request No. 9, for example, seeks information concerning whether, when AT&T has refused an order because the loop in question is a “hybrid,” a copper non-design loop is available to replace it. Request No. 10 asks how SouthEast can avoid delays in the ordering process by ascertaining in advance whether a loop is a “hybrid.” Item No. 11 asks how SouthEast can avoid delays by learning in advance whether a central office in SouthEast’s markets has exhausted its copper loops. Item 12 asks whether loops can be re-arranged to accommodate a SouthEast order for a copper loop, nondesigned. Item 13 seeks additional information as to copper nondesigned loop exhaustion. Item 14 asks why AT&T will not provide SouthEast access to the necessary data to order efficiently. As the central issue in this case is whether AT&T has unreasonably delayed in providing SouthEast with *at least* the financial benefit of commingled arrangements, and as each and every one of these questions explores ordering issues that have contributed (and will no doubt continue to contribute) to that delay, explain why AT&T objected to these questions on grounds of “relevance,” claiming that answers to the questions could not “reasonably” lead to “admissible” evidence.

Deborah T. Eversole
Douglas F. Brent
STOLL KEENON OGDEN, PLLC
2000 PNC Plaza
500 West Jefferson Street
Louisville, Kentucky 40202
(502) 333-6000

Respectfully submitted,

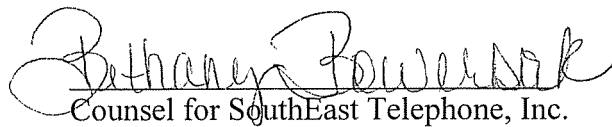


Bethany Bowersock
SouthEast Telephone, Inc.
106 Power Drive
Pikeville, KY 41502
(606) 437-3097

Counsel for SouthEast Telephone, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on this 10 day of June, 2009, a full and complete copy of the foregoing was sent by United States Mail, postage prepaid, to Mary K. Keyer, 601 W. Chestnut Street, Room 407, P.O. Box 32410, Louisville, Kentucky, 40232; Lisa S. Foshee, 675 W. Peachtree Street, N.W., Atlanta, Georgia 30375; and Douglas F. Brent, Stoll Keenon Ogden, PLLC, 2000 PNC Plaza, 500 West Jefferson Street, Louisville, KY 40202.


Counsel for SouthEast Telephone, Inc.