SouthEast Telephone

March 19, 2009

Via UPS Overnight

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

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

Dear Ms. Stumbo:

Enclosed for filing in the above captioned case are the original and ten (10) copies of Data Requests of SouthEast Telephone, Inc. Propounded to BellSouth Telecommunications, Inc., D/B/A AT&T Kentucky.

Thank you for your attention to this matter.

Sincerely,

Bethany Bowersock
In House Counsel
SouthEast Telephone, Inc.

Cc: Parties of Record

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	)	

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 the following 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.

AT&T shall make timely amendment to any prior responses if it obtains information which indicates that the response was incorrect when made or, though correct when made, has subsequently become incorrect in any material respect. For any requests to which AT&T fails or refuses to furnish all or part of the requested information, AT&T shall provide a written explanation of the specific grounds for its failure to respond completely.

* * * * *

1. AT&T began, in December 2008, to issue bill credits in certain instances for the difference between the "wholesale local platform" price and the price of commingled arrangements ordered by SouthEast. Explain why such bill credits were not, or could not have been, issued prior to December 2008. Include in your response a detailed explanation of any change of any legal, technical, or other circumstance that made issuance of bill credits feasible in December 2008, when issuance of those credits allegedly was not feasible prior to that date.

2. Describe in detail the process undertaken by AT&T to convert SouthEast's bill for a "wholesale local platform" circuit to serve a single customer to a bill for a commingled arrangement to serve that same customer. Include in your explanation the number of employees involved in the conversion and the amount of time expended by each to effect the conversion.

3. Describe with particularity the "installation" activities that occur when AT&T's billing for a "wholesale local platform" is converted to a billing for a commingled arrangement.

4. State the costs incurred by AT&T when it converts its billing for a single circuit from the "wholesale local platform" price to the commingled circuit price.

5. Describe the difference between [a] AT&T's procedures and activities that take place when SouthEast orders the conversion of a resale arrangement to the "wholesale local platform" and [b] AT&T's procedures and activities that take place when SouthEast orders the conversion of a "wholesale local platform" arrangement to a commingled arrangement. Include in your description of the difference between these two sets of procedures the number of

employees involved in each and the cost of the procedures involved in each.

6. Describe all differences between [a] AT&T's procedures and activities that take place when SouthEast orders a copper loop, nondesign for a central office in which SouthEast is co-located and [b] AT&T's procedures and activities that take place when SouthEast orders a copper loop-nondesign for a central office in which SouthEast is also ordering the switch from AT&T pursuant to 47 U.S.C. § 271. Include in your description of the differences between these two sets of procedures the average length of time needed to process each type of order and the process of determining whether the specific loop ordered "qualifies" as a copper loop-nondesign.

7. When SouthEast has ordered a copper loop-nondesign for a location at which SouthEast is co-located, has AT&T previously conducted an inquiry as to whether the loop that is ordered "qualifies" in that it has, among other things, no load coils and no pair gain? If no such inquiry has been conducted for copper loop-nondesign orders for locations at which SouthEast is co-located, why does AT&T treat an order for a copper loop-nondesign differently depending on whether the port is ordered with it?

8. How many times has AT&T rejected a SouthEast order for a copper loop-nondesign when the loop that was ordered was located at a SouthEast co-location site (as opposed to a site at which SouthEast also wishes to order the Section 271 port)?

9. AT&T seems to have systems that determine which loops are "total" copper non-designed and which are "hybrid" loops designed. AT&T appears to be using such a system to decide which of SouthEast's orders should be denied because a "loop" is "hybrid". Does an AT&T determination that the loop is "hybrid" automatically mean that a copper non-design loop is not available to replace the "hybrid" loop?

10. If the answer to question 9 is no, how can SouthEast:

a) Avoid delays in the ordering process, and piecemeal receipt of relevant network information, by ascertaining *in advance* of placing a customer order whether the "loop" is either "hybrid" or copper non-design?

b) Audit orders that were refused because of the apparent lack of available copper non-designed loops?

11. If the answer to question 9 is yes, then how can SouthEast avoid delays by learning *in advance* of placing an order which central offices within SouthEast markets, if any, have exhausted their copper loops?

12. If any AT&T Central offices have exhausted "all" of their copper non-designed loops, can the loops be re-arranged to accommodate a SouthEast order for a copper loop-nondesign?

13. If any AT&T Central offices have retired or exhausted "all" of their copper non-designed loops, please provide the date, locations (within SouthEast markets), and the process used to notify carriers of such retirement and/or exhaustion.

14. Why does AT&T refuse to make available to SouthEast a process by which it may request necessary data pertaining to the central office by means of a data request process that is comparable to the data request process available to SouthEast when it desires data pertaining to a remote terminal?

15. Define the term "copper loop-nondesign."

16. How long does AT&T estimate that it will take to implement a permanent ordering system for commingled Section 251 and 271 elements?

17. Given that some remote terminals physically contain remote nodes that perform the switching function at the remote terminal, is there a means by which SouthEast can ascertain prior to placing an order which remote terminals contain such nodes?

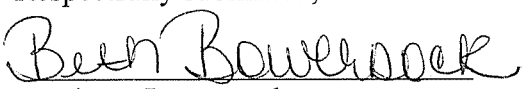
18. State whether AT&T will permit SouthEast to order the Physical Expanded Interconnection Two Wire Cross Connect, USOC PE1R2, which is available under the parties' current commercial agreement, to connect the central office (where the switch is physically located) to the remote terminal when SouthEast seeks to purchase commingled elements to serve a customer whose service is provided via a remote terminal.

19. If AT&T's answer to question 18 above is "no," explain. Include in your explanation the legal, technical, and other circumstances (if any) that have changed since 2008, when AT&T provided the Physical Expanded Interconnection Two Wire Cross Connect, USOC PE1R2, to SouthEast, thus linking the remote terminal to the central office, pursuant to the parties' agreement that specifically provides for the provision of this element.

20. If AT&T's answer to question 18 above is "no," state all technical, legal, and other circumstances (if any) that have changed since 2007, when AT&T included in its agreement with SouthEast the Physical Expanded Interconnection Two Wire Cross Connect, USOC PE1R2.

21. Pursuant to the parties' interconnection agreement, AT&T provides a 2-wire analog voice grade loop that originates in a Central office, that terminates at a customer premises, that passes through a Remote Terminal and that is physically split in the remote terminal. Explain whether it is technically feasible for AT&T to cross connect this loop to a port in the central office and to cross connect the split in the remote terminal. If the arrangement is technically feasible, will AT&T provide it to SouthEast? If not, why not?

Respectfully submitted,



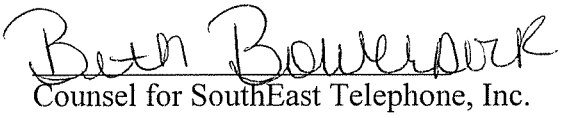
Bethany Bowersock
SouthEast Telephone, Inc.
106 Power Drive
Pikeville, KY 41502
(606) 437-3097

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

Counsel for SouthEast Telephone, Inc.

CERTIFICATE OF SERVICE

I hereby certify that, on this 19th day of March, 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.