

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
Petition for Declaratory Ruling to Clarify)	
That Technology Transitions Do Not Alter)	
The Obligation of Incumbent Local)	WC Docket No. 15-1
Exchange Carriers to Provide DS1 and DS3)	
Unbundled Loops Pursuant to 47 U.S.C.)	
§251(c)(3))	
)	
Technology Transitions)	GN Docket No. 13-5
)	

REPLY COMMENTS OF AT&T SERVICES, INC.

AT&T Services, Inc., on behalf of itself and its affiliates, hereby submits reply comments regarding the Petition for Declaratory Ruling of Windstream Corporation.

DISCUSSION

The comments submitted in support of Windstream’s *Petition* add little to the arguments Windstream itself put forth,¹ which AT&T addressed in its opening comments. Commenters offer only three arguably new points in support of the *Petition*; each is foreclosed by the text of the Commission’s unbundling rules.

First, Granite Telecommunications, LLC (“Granite”) attributes significance to the Commission’s use of the word “optronics” in defining the “local loop network element” for

¹ See Comments of the Pennsylvania Public Utility Commission at 1-4, WC Docket No. 15-1; Joint Comments of Grande Communications Networks, LLC and U.S. TelePacific Corp. at 1-6, WC Docket No. 15-1; Comments of COMPTTEL at 37-39, WC Docket No. 15-1; Comments of the Ad Hoc Telecommunications Users Committee at 19-21, WC Docket No. 15-1; Comments of Public Knowledge *et al.*, at 16-17, WC Docket No. 15-1.

purposes of unbundling,² contending that it means that the unbundling obligations for loops encompasses not only copper loops but also “devices and technologies associated with fiber optic transmission systems.”³ But in claiming that this definition renders the DS1 and DS3 unbundling rules “technology neutral,” and thus requires ILECs to provide “DS1 and DS3 capacity,” even over fiber loops, on an unbundled basis, Granite utterly ignores the preceding sentence of the rule, which specifically provides that loop, as defined, is to be provided on an unbundled basis only “as set forth in paragraphs (a)(1) through (8) of this section.”⁴

As AT&T described in its opening comments, those referenced subsections require unbundling of certain loop facilities, but not all of them. To the contrary, the remainder of the rule clearly rejects – with one narrow exception – unbundling for fiber-optic network elements. In particular, subsection (a)(3) rejects unbundling obligations for all-fiber loops, except for unbundled access to a 64 kbps transmission path in limited circumstances (*i.e.*, in a brownfield deployment where the ILEC elects to retire the copper loop).⁵ Relatedly, subsection (a)(2) rejects unbundling obligations for “the packet switched features, functions and capabilities” of hybrid loops.⁶ Therefore, the Commission’s inclusion of the word “optronics” in the definition of “local loop” does not alter the scope of ILECs’ unbundling obligations, which are generally limited to legacy TDM, non-fiber technologies.

Second, XO Communications contends that the Commission’s discussion of DS1 and DS3 “fiber-based loops” in the *Triennial Review Order* is an indication that DS1 and DS3

² See 47 C.F.R. § 51.319(a).

³ Comments of Granite at 4, WC Docket No. 15-1.

⁴ 47 C.F.R. § 51.319(a).

⁵ See *id.* § 51.319(a)(3).

⁶ *Id.* § 51.319(a)(2)(i).

unbundling obligations do not depend on “the physical medium of the network.”⁷ This simplistic contention ignores the text and context of the Commission’s unbundling rules. The uncontroversial fact that DS1 and DS3 capacity *can* be carried over a fiber loop does not mean that the Commission’s rules mean that they *must* be provided through fiber as UNEs. To the contrary, those rules distinguish between “[t]he availability of DS1 and DS3 *copper* loops” and the availability of fiber loops, compelling non-discriminatory, unbundled access to the former, provided they are served through TDM-based electronics, but at best only to the latter in a brownfield deployment, and then again only when the loops are served through TDM electronics.⁸ As AT&T has already explained at length,⁹ the Commission’s rules make the very distinction – for the purposes of defining ILECs’ unbundling obligations – that XO Communications ignores.

Third, one set of commenters contends that the unbundling relief sought in the *Petition* should extend further to DS0 loops.¹⁰ At the outset, this attempt to expand the scope of the declaratory proceeding beyond the relief sought in the *Petition* is procedurally improper.¹¹ In any event, this argument lacks merit because it is not grounded in the Commission’s unbundling rules. Those rules list DS0 loops as an example of a “digital copper loop[],” which ILECs are

⁷ Comments of XO Communications at 29.

⁸ See 49 C.F.R. § 51.319(a)(1) (emphasis added); see also *id.* § 51.319(a)(3).

⁹ AT&T Opposition at 3-12, WC Dkt. No. 15-1 (corrected Mar. 4, 2015).

¹⁰ See Comments of Granite at 2-3, 9-10 & n.37; Comments of Birch, Integra, and Level 3, at 40, WC Docket No. 15-1; Comments of COMPTTEL at 39.

¹¹ Compare *Petition for Declaratory Ruling of Windstream Corp.* at 1 (FCC filed Dec. 29, 2014) (requesting declaratory ruling regarding ILECs’ “obligations to provide DS1 and DS3 capacity loops on an unbundled basis”). Granite even “underscores that it does not support or concur with Windstream’s *Petition* or analysis regarding the ILECs’ unbundling obligations regarding DS0 capacity loops.” Comments of Granite at 10 n.37.

