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OFFICE OF THE SECRETARY

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December 6, 2002

EX PARTE OR LATE FILED

Ex Parte Presentation

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, D.C. 20554

Re: *Application by SBC Communications Inc., et al. for Provision of In-Region, InterLATA Services in California*, WC Docket No. 02-306

Dear Ms. Dortch:

On behalf of SBC Communications Inc. ("SBC"), and at the request of FCC staff, I am attaching a written response addressing a few of the issues that were discussed during a meeting with FCC staff on December 4, 2002. See Ex Parte Letter of Geoffrey M. Klineberg to Marlene H. Dortch, Secretary, FCC (Dec. 5, 2002). In addition, Gwen S. Johnson, Robert J. Gryzmala, Jared Craighead, and Scott H. Angstreich from SBC participated on a telephone conference today with Pamela Arluk and Jack Yachbes to discuss some follow-up performance-measurement issues. The attachment to this letter includes a response to one of the issues discussed on that telephone call.

Also, representatives of SBC met today with Commissioner Martin and with Emily A. Willeford of his office. The following people participated on behalf of SBC: James C. Smith, Rebecca L. Sparks, James B. Young, and Geoffrey M. Klineberg. This meeting addressed questions relating to interim pricing, DSL resale, and the CPUC Final Decision.

Finally, Geoffrey M. Klineberg spoke separately on the telephone today with John Rogovin and Chris Killion of the General Counsel's office about California state law issues and the public interest standard under section 271.

The attached response contains some confidential information. Accordingly, pursuant to the Commission's rules governing confidential communications, I am enclosing one copy of this

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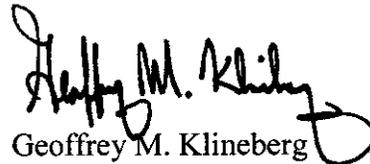
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letter attaching the confidential material. Inquiries regarding access to this confidential material should be addressed to Jamie Williams, Kellogg, Huber, Hansen, Todd & Evans, PLLC, 1615 M Street, N.W., Suite 400, Washington, D.C., 20036, (202) 367-7819.

In accordance with this Commission's Public Notice, DA 02-2333 (Sept. 20, 2002), SBC is filing the original and two copies of the redacted version of this letter and its attachment. Thank you for your kind assistance in this matter.

Sincerely,



Geoffrey M. Klineberg

Attachment

cc: Emily A. Willeford
John P. Stanley
Renée R. Crittendon
Pamela Arluk
Brad Koerner
Tracey Wilson
Lauren J. Fishbein
Brianna Kucerik
Phyllis White
Qualex International (Redacted version only)

CLEC UNE-P Orders Using EDI Version LSOG 5.0x

In Attachment 2 to its ex parte letter dated October 17, 2002, SBC provided the approximate volume of UNE-P service orders processed in the Pacific region for July through September for Local Service Requests (LSRs) submitted via the LEX and EDI interfaces. As noted in that attachment, the LEX UNE-P service orders were created from LSRs sent on LSOR 5.00 or higher versions, while the EDI UNE-P service orders were created from LSRs sent on the LSOR 3.06 version.

As set out in Table 1 below, since October, a **total** of three CLECs have submitted UNE-P LSRs via EDI on the LSOR 5.01 or 5.02 version in the Pacific region.¹

Table 1

CLEC	EDI Version	Service Order Volumes
October		
***	***	5.01
		71
November		
***	***	5.01
***	***	99
***	***	5.01
		43
***	***	5.02
		297

	EDI	LEX	TOTAL
October	197,938	10,695	208,633
November	180,247	14,118	194,365

SBC's 13-State Test Plan Development

SBC employs a formal, uniform, 13-state process for test plan development with CLECs, which is described in the SBC-LEC (13-State) – CLEC Testing M&P (Managed Introduction). This document can be found on the CLEC On Line website at: https://clec.sbc.com/clec/hb/content.cfm?regionandstate_id=1795^2#ALL (13 State) Common. In the section entitled "Test

¹ The data provided in Tables 1 and 2 are derived from SBC's internal databases, and constitute the best information available to SBC and Pacific at the time of filing. November data in both tables are preliminary.

Plan Development,” this guide describes the seven-step process that SBC and a CLEC will undertake to develop a test plan. SBC also makes available the Release Joint Test Plan Template (RTP) and the Joint Test Plan Template (JTP), both of which are also available on the CLEC On Line website at the URL listed above. Section 2 of both documents lists the steps SBC and a CLEC will follow in formulating a CLEC’s test plan.

Availability of Street Address Guide Abbreviation (“SAGA”) Information

The Verigate Users Guide for version 5.02, which contains SAGA information for Pacific, can be found on the CLEC On Line website at https://clec.sbc.com/clec/hb/content.cfm?regionandstate_id=1273^2. Accordingly, a CLEC does not need to have access to Verigate in order to obtain the Verigate Users Guide.

On page 52 of the Guide is a table that contains the fourteen SAGA codes in use in Pacific and Nevada, which are associated with either a Northern or a Southern billing account number (“BANs”). Chapter 26 of the Guide then contains the SAGA codes for cities in California, each of which has been assigned one of the fourteen codes listed on page 52. Accordingly, CLECs can use the codes in Chapter 26 and the table on page 52 to determine whether a particular end user should be assigned to a Northern or a Southern BAN. This is the same information made available to Pacific’s retail representatives for use in making this determination.

Billing

In its ex-parte dated November 27, 2002, Telscape states that its UNE-P billing was “set up” in October 2001, contrary to the assertion contained in ¶ 17 of the Flynn/Henry/Johnson reply affidavit that billing was “established” in October 1999. In fact, ¶ 17 confirms that Telscape’s first UNE-P line became effective ***, ***, which Telscape apparently equates to setting up its billing. However, state-wide averaged loop rates were effective for Telscape under its interconnection agreement – and established in Pacific’s billing system – as of November 1999.² In March 2001, Telscape amended its interconnection agreement to include provisions for de-averaged rates.

Shared Transport – IntraLATA Toll

AT&T’s November 26, 2002 *ex parte* presents two arguments regarding Pacific’s routing and termination of intraLATA toll traffic over shared transport. First, AT&T asserts that Pacific does not in fact provide intraLATA toll over shared transport under Customized Routing Option C (“Option C”) because Pacific requires the purchase of dedicated transport for customized

² Telscape signed its interconnection agreement in October 1999, and this agreement contained de-averaged loop rates. In December 1999, Telscape signed an amendment to its interconnection agreement, adopting the California PUC’s state-wide averaged loop rates that took effect in November 1999. This amendment was retroactive to the effective date of the California PUC-approved rates.

routing. Second, AT&T asserts that Pacific's October 17, 2002 offering is somehow deficient because it requires CLECs to pay terminating access charges. Both assertions are wrong.

Option C

AT&T specifically recognizes that its interconnection agreement with Pacific requires Pacific to provide intraLATA toll over shared transport in connection with Option C. (Fettig Decl. ¶ 5.) Yet AT&T inexplicably alleges, apparently based solely on ASR examples in the CLEC Handbook, that Pacific will only provide Option C utilizing dedicated transport. (Fettig Decl. ¶ 6.) Of course, if AT&T had any actual interest in pursuing Option C or actually believed Pacific was not fulfilling its contractual responsibilities, it is difficult to believe that AT&T would not have previously raised this issue – its interconnection agreement has been in effect for over two years.

Nevertheless, based upon ASR examples in the CLEC Handbook, AT&T reaches the conclusion that Option C requires the use of dedicated transport. The ASR examples in the CLEC Handbook, however, are just that – *examples*. They were developed to provide examples of potential ordering scenarios for utilization of Option C. Nowhere is there a statement, or even an implication, that the examples are exclusive – and they certainly cannot be read to exclude the utilization of shared transport. Moreover, AT&T's complaint that the CLEC Handbook contains no ASR ordering procedures for shared transport highlights a fundamental flaw in its allegation. An ASR ("Access Service Request") is a trunk-side order, which would be used to provision, for example, dedicated transport. Shared transport is provided via an LSR ("Local Service Request"). Thus, it is hardly surprising that the CLEC Handbook contains no examples of ASRs to provide shared transport.

October 17, 2002 Offering

AT&T's allegations regarding the October 17, 2002 offering are even more misguided. AT&T initially complains that the offering requires CLECs purchasing shared transport to also pay for "access service" associated with intraLATA traffic, which "requires the carriers to pay twice for the same functionality, and renders the amendment useless as a practical matter." (Fettig Decl. ¶ 2.) Ultimately, however, even AT&T recognizes that the complaint is a narrow one: the offering makes clear that the originating CLEC is responsible for payment of terminating access charges to the terminating carrier – whether Pacific or any other carrier. (Fettig Decl. ¶ 7.) This unexceptional fact should come as no surprise to AT&T.

Shared transport is just that – *transport*. Whether traffic is delivered over shared transport, dedicated transport, or another carrier's own facilities, the terminating carrier (*i.e.*, the carrier providing local service to the called party) must complete the call through use of its switching capacity. That carrier is clearly entitled to charge terminating access for intraLATA toll traffic it terminates. Surely AT&T is not suggesting that it would not be entitled to charge terminating access when a call is delivered over shared transport and terminated to one of its UNE-P customers resident in Pacific's switch. Yet that would be the logical extension of its argument. In any event, AT&T does not "pay twice for the same functionality" as Ms. Fettig alleges.

Transport and terminating compensation are distinct functions, no matter how much AT&T attempts to confuse them.

It should also be noted that this concept is not novel. As explained in SBC's November 13, 2002 *ex parte*, the October 17 offering is functionally equivalent to that provided by Southwestern Bell Telephone Company ("SWBT") in Texas, as ordered by the Texas Public Utilities Commission. Notably, the Arbitration Award that served as the basis for the intraLATA toll over shared transport offering in Texas specifically recognized that the CLEC would remain responsible for payment of terminating access when utilizing SWBT's shared transport for intraLATA toll calls? Accordingly, it is disingenuous at best for AT&T to now feign surprise on this issue at this late date.

Maintenance and Repair Performance Measurements

AT&T claims that Pacific's response to XO's claims regarding its maintenance and repair performance for DS1 loops is inconsistent with statements that SWBT made to AT&T. See AT&T Joint Supp. Toomey/De Young Decl. ¶ 52. In the Johnson Reply Affidavit, Pacific explained that its performance in meeting a submeasure reporting the percentage of DS1 trouble reports resolved within four hours is affected by the fact that the retail comparison group includes approximately twice as many trouble tickets closed to "test okay" ("TOK) or "no trouble found" ("NTF") as the wholesale group. See Johnson Reply Affidavit ¶¶ 44-46. Tickets closed to TOK/NTF have relatively short durations and meet the four-hour standard for Submeasure 20-95801 at a very high rate. See id. ¶ 46 & n.38. AT&T claims that this is contrary to a "complain[t]" by SWBT that it "was forced to exclude" certain tickets that AT&T claimed should have been closed to TOK/NTF, "because if it had not done so, it would have missed parity standards." AT&T Joint Supp. Toomey/De Young Decl. ¶ 52. As an initial matter, the tickets AT&T is referencing were closed to "CLEC report generated in error" and were for UNE-P service, not for DS1 service. Furthermore, AT&T does not identify when this supposed complaint was made, and Pacific has investigated the matter and is unaware of any such complaint or any SWBT analysis of whether inclusion of these tickets would have caused SWBT to miss any parity standards.

³ See Arbitration Award, Complaints of Birch Telecom of Texas, Ltd., L.L.P. and ALT Communications, L.L.C. Against Southwestern Bell Telephone Company for Refusal to Provide IntraLATA Equal Access Functionality and Complaint of Sage Telecom, Inc. Against Southwestern Bell Telephone Company for Violating Unbundled Network Elements Provisions of the Interconnection Agreement, TPUC Docket Nos. 20745 and 20755, at 36-37 (issued Nov. 4, 1999).