

**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

_____	)	
In the Matter of	)	
	)	
Petition of BellSouth	)	
Telecommunications, Inc.	)	
For Forbearance Under	)	WC Docket No. 03-220
47 U.S.C. § 160(c) From Application	)	
Of Sections 251(c)(3), (4) and (6)	)	
In New-Build, Multi-Premises	)	
Developments	)	
_____	)	

**REPLY COMMENTS OF AT&T CORP.**

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November 25, 2003

**Table of Contents**

	<b>Page</b>
<b>INTRODUCTION AND SUMMARY.....</b>	<b>1</b>
<b>ARGUMENT.....</b>	<b>2</b>
<b>I. BELLSOUTH’S PETITION IS PREMATURE AND CANNOT BE GRANTED, BECAUSE SECTIONS 251 AND 271 ARE NOT “FULLY IMPLEMENTED.” .....</b>	<b>2</b>
<b>II. THE COMMISSION HAS ALREADY REJECTED THE RATIONALE BEHIND BELLSOUTH’S PETITION.....</b>	<b>5</b>
<b>III. THE PETITION DOES NOT COMPLY WITH THE SECTION 10(a) FORBEARANCE CRITERIA.....</b>	<b>9</b>
<b>A. BellSouth’s Petition Fails Because It Is Unsupported By Necessary Data. ....</b>	<b>9</b>
<b>B. BellSouth Ignores Its Bottleneck Control Over The Entire Network Of Transmission Facilities.....</b>	<b>10</b>
<b>C. ILECs and CLECs Do Not Stand On Equal Footing Even In True “Greenfield” Situations. ....</b>	<b>14</b>
<b>D. Given The Significant Obstacles To Facilities-Based Competition, The Provisions of Section 251(c) Are Necessary To Ensure That Charges To Residents of New-Build, Multi-Premises Developments Are Just, Reasonable And Nondiscriminatory, And That Consumers Are Protected. ....</b>	<b>15</b>
<b>CONCLUSION .....</b>	<b>15</b>
<b>Appendix.....</b>	<b>16</b>

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**REPLY COMMENTS OF AT&T CORP.**

Pursuant to the Commission's Notice,<sup>1</sup> AT&T Corp. ("AT&T") hereby respectfully submits these reply comments in opposition to the October 8, 2003, Petition for Forbearance ("Petition") filed by BellSouth Telecommunications, Inc. ("BellSouth").

**INTRODUCTION AND SUMMARY**

The comments confirm that BellSouth's Petition is fatally premature, is foreclosed by the *Triennial Review Order*, and is utterly lacking in the showings required of a party seeking forbearance. Specifically, the comments demonstrate that BellSouth has not complied with Section 10(d) and therefore cannot be granted forbearance; that its argument conflicts with Commission precedent in several important respects; and that its request for forbearance ignores the myriad ways in which it is advantaged in serving customers even in "new" developments. Tellingly, real estate developers, who BellSouth insists can be counted on to safeguard the telecommunications interests of residents, filed comments opposing the Petition

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<sup>1</sup> See Public Notice, DA 03-3146 (Oct. 9, 2003).

on the ground that forbearance would damage competition, increase prices, and worsen service by incumbent providers like BellSouth. The other Bells do little more than parrot arguments in BellSouth's Petition and discuss matters irrelevant to this proceeding. Accordingly, BellSouth's Petition should be denied.

## ARGUMENT

### I. BELLSOUTH'S PETITION IS PREMATURE AND CANNOT BE GRANTED, BECAUSE SECTIONS 251 AND 271 ARE NOT "FULLY IMPLEMENTED."

As several commenters demonstrate, 251(c) is far from "fully implemented" for two independent reasons. First, the Section 251(c) regulatory regime is under intensive litigation. At a time when it cannot even be definitively stated what precisely Section 251(c)'s "requirements" are, those requirements cannot possibly be "fully implemented." Several commenters confirm this conclusion: "[t]he Commission is yet to adopt a set of unbundling rules that have withstood judicial appeal and virtually every aspect of the *Triennial Review Order* is currently subject to appeal." Allegiance at 6. In fact, as MCI puts it, "BellSouth has requested forbearance with regard to rules that became effective less than a week before it filed the Petition." MCI at 5.

Second, and more fundamentally, the comments demonstrate that Section 10(d) prohibits forbearance unless and until there is real and widespread local competition. Section 10(d)'s legislative history clearly shows that its requirements are met "when markets are deemed competitive." Allegiance at 6 (*quoting* 141 Cong. Rec. S7956 (June 8, 1995) (statement of Senator John McCain)). This means that "the Commission should not consider section 10(d) satisfied until it can conclude that in a relevant geographic area, a robust wholesale market exists that enables competing providers to obtain access to the telecommunications services and

facilities they require to enter the market without the need for continued enforcement of sections 251(c) or 271.” MCI at 14-15.

Since this demanding standard is far from met in any of the states in BellSouth’s service area, forbearance is impermissible as a matter of law. The lack of a mature competitive market in local telephony is starkly illustrated by the fact that even considering all forms of entry, at most, CLECs possess only a small fraction of the local market. *See Triennial Review Order* ¶ 41. Indeed, the Commission in the *Triennial Review Order* found ongoing impairment regarding facilities used to serve multi-unit premises – a large subset of the developments for which BellSouth seeks forbearance. *CBeyond* at 4-5. BellSouth does not and cannot reconcile that recent finding with its contention that Section 251(c) has been fully implemented with respect to these premises. *Id.*

Tellingly, the Bells utter barely a word about the absolute barrier that Section 10(d) poses to the relief BellSouth seeks. Verizon and Qwest fail to even cite Section 10(d) – which the Commission has called a “threshold” showing required of any forbearance petition<sup>2</sup> – much less explain how its demanding standards have been satisfied here. In a single paragraph, SBC parrots BellSouth’s argument that 251 has been fully implemented when an RBOC receives Section 271 approval in its service territories. *SBC* at 7-8. This argument misunderstands the statutory scheme. “A determination that a BOC has ‘fully implemented’ the competitive checklist reflects a predictive judgment that local competition *could* take root. Section 10(d), in contrast, requires a determination that such local competition *has* taken root.” *Allegiance* at 7.

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<sup>2</sup> Memorandum Opinion & Order, *Petition of Verizon for Forbearance From the Prohibition of Sharing, Operating, Installation, and Maintenance Functions Under Section 53.203(A)(2) of the Commission’s Rules*, CC Docket 96-149, at ¶ 5, 9 (rel. Nov. 4, 2003).

In an effort to avoid the requirements of Section 10 altogether, Qwest claims that ILECs should not be considered ILECs for purposes of New-Build, Multi-Premises Developments. It points to the statutory definition in Section 251(h)(1) of an ILEC as a “local exchange carrier that . . . on the date of enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area.” It then argues that ILEC status should be determined on a location-by-location basis, depending on whether a given premises, which Qwest equates with the statutory term “area,” had telephone service in 1996. This contention is absurd on its face. Under Qwest’s argument, an RBOC would be considered an ILEC for a house that stood in 1996, but not for one built next door in 1997, notwithstanding that both houses are within the RBOC’s service area and that the RBOC serves both by incremental additions to its ubiquitous pre-existing network. Moreover, BellSouth obviously does not agree with Qwest or it would not be seeking forbearance of obligations under Section 251(c) that are imposed only on ILECs.

In any event, under Section 251(h), the term “area” means the “service area” for which the incumbent was the monopoly provider of telecommunications in 1996, not the specific location where service is provided. Order, *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rcd 15499 ¶ 15499 (1996) (“Section 251(h)(1) defines an incumbent LEC as a LEC within a particular *service area* that . . . as of the enactment of the 1996 Act, provided telephone exchange service in *such area* . . . .” (emphases added)); see also Declaratory Ruling and Notice of Proposed Rulemaking, *Guam Public Utilities Comm’n*, 12 FCC Rcd. 6925 ¶ 14 (1997) (Guam Telephone Authority met Section 251(h)(1)’s first requirement for ILEC status because it offered exchange service in the “service area” of

“Guam”). ILEC determinations, like Section 271 compliance determinations, are made on large geographic “service area” bases, not local plot by local plot.

## II. THE COMMISSION HAS ALREADY REJECTED THE RATIONALE BEHIND BELLSOUTH’S PETITION.

Furthermore, as AT&T explained in its comments, the Commission has already rejected the precise argument underlying the Petition, *i.e.*, that there is no continuing need for Section 251(c) obligations to protect consumers who live in “new build” multi-premises developments. *See* AT&T at 10-15. Other parties’ comments bolster that conclusion. As ALTS explains, BellSouth “is essentially couching a nonimpairment argument under the guise of forbearance, perhaps because it realizes that it would not satisfy the nonimpairment requirements set forth by the Commission in the *Triennial Review Order*.” ALTS at 4. Other commenters point to several specific provisions of the *Triennial Review Order* that preclude forbearance. For example, the Commission concluded that ILECs retain critical ““first mover”” advantages with respect to ““high-capacity loops, including DS1s, DS3s and new fiber connecting buildings to central offices”” because “[w]hen a fiber build decision is made, carriers take advantage of the fact that they are already incurring substantial fixed costs to obtain rights-of-way, dig up streets, and trench the cable, to lay more fiber than they immediately need.” Allegiance at 14 (quoting *Triennial Review Order* ¶ 312 & n.624). ILECs such as BellSouth can and do exploit these same “first-mover” advantages in serving New-Build, Multi-Premises Developments. *See id.* at 15.

Additionally, the *Triennial Review Order* “expressly preserved competitive carrier access to subloop unbundling to reach ‘all customers residing in multiunit premises,’ regardless of the ‘type or capacity of the loop the requesting carrier will provide.’” MCI at 7 (quoting *Triennial Review Order* ¶ 347 & n.1041). In making this determination, “the FCC recognized that many factors affect the ability of a competitive carrier to deploy facilities to

multiunit buildings, including the availability and cost of municipal and private rights of way, building access, and the proximity of a carrier's transport network to the desired customer location." *Id.* (citing *Triennial Review Order* ¶¶ 205, 348, 351). Again, these same ILEC advantages exist when providing services to multi-premises developments and make forbearance from the requirements of Section 251(c) inappropriate.

The other Bells join in BellSouth's attempt to scour the *Triennial Review Order* for support for forbearance, but their efforts fare no better. Like BellSouth, SBC contends that the *Triennial Review Order*'s finding that CLECs are not impaired with respect to the narrow area of fiber-to-the-home ("FTTH") should be expanded dramatically to the broad group of developments at issue here. SBC at 2. SBC advanced this very argument with the Commission in the *Triennial Review* proceedings, and the Commission declined SBC's attempt to do away with unbundling requirements beyond those related to FTTH. AT&T at 10-12; *accord* MCI at 5. It should so do again here.

In addition to joining in BellSouth and SBC's mischaracterizations of the *Triennial Review Order*'s findings on FTTH, Verizon inappropriately seeks to use this forbearance proceeding to provide supplemental briefing in support of motions to clarify and reconsider the *Triennial Review Order*. Verizon at 4-7. These arguments are irrelevant to this proceeding and should be disregarded.

In any event, these "clarification" arguments are simply another version of the Bells' attempt to extend the narrow regulatory relief that the Commission granted for nascent FTTH deployments to loop arrangements that are commonplace today. First, Verizon asks the Commission to "clarify" that the *Triennial Review Order* "exempt[s] from unbundling all fiber deployed to all types of premises where mass-market customers are located, including multiunit

premises.” Verizon at 4. As demonstrated more fully in the comments AT&T filed in opposition to BellSouth’s motion to clarify the *Triennial Review Order*,<sup>3</sup> this proposed “clarification” would significantly re-write the Commission’s rules in a manner that would improperly foreclose competition. The Commission’s rules relating to FTTH loops apply to loops used to serve mass-market customers. *See Order* ¶¶ 273-84 (section on FTTH loops appears in subsection entitled “Specific Unbundling Requirements For *Mass Market* Loops”).

Although the Commission’s recent *Errata* struck the word “residential” from the definition of a FTTH loop, the amended rule could not rationally be read to mean, as Verizon apparently believes, that *any* all-fiber loop to an end user’s premises in a multi-unit building – even loops deployed to enterprise customers – is an FTTH loop. Moreover, all-fiber DS-1, DS-3 and higher capacity loops that serve multi-unit premises are, regardless of the scope of the FTTH rules, subject to the specific unbundling obligations the *Triennial Review Order* establishes for such DS-1, DS-3 and dark fiber loops. *See Triennial Review Order* ¶¶ 298-342; *id.* ¶ 325 n.956.<sup>4</sup>

Finally, Verizon improperly suggests that the Commission “clarify not only that no unbundling is required for fiber deployed to multiunit premises generally, but that no unbundling is required for *any* situation where fiber is deployed to a multi-unit premises building, regardless of whether the fiber continues to the individual units within that building.”

Verizon at 6. As more fully explained in AT&T’s comments and reply comments regarding the

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<sup>3</sup> Opposition of AT&T Corp. to BellSouth Petition for Reconsideration, *Review of Section 251 Unbundling Obligations of Local Exchange Carriers*, CC Docket No. 01-338 at 17-19 (filed Nov. 6, 2003) (“AT&T Opposition”).

<sup>4</sup> Thus, an all-fiber DS1, DS3 or dark fiber loop deployed to the premises of an enterprise customer in a multi-unit building (including multi-unit buildings housing a mix of mass-market and enterprise customers) is still a DS1, DS3 or dark fiber loop for which the full capabilities of the loop must be unbundled according to the Commission’s rules. *See Triennial Review Order* ¶¶ 298-342.

BellSouth motion to clarify,<sup>5</sup> this so-called “clarification” would entirely do away with any purported regulatory incentive that Bells might have to deploy fiber to particular consumers’ homes and in the process deny millions of customers the benefits of competition, solely because they happen to live in apartments rather than single-family residences. In some areas, such as New York City, the percentage of residential consumers that live in multi-unit buildings exceeds 70 percent. The Commission neither intended nor could justify such discrimination.

Additionally, the FTTH loop rules apply only to mass-market loops that consists of fiber all the way from the central office *to the customer’s home*. If there is *any* copper in the loop, then the loop is not “entirely” fiber, and is therefore a hybrid loop. *See Triennial Review Order* nn.802, 811 (“For purposes of our unbundling rules, we consider any loop consisting of fiber optic and copper cable to be a hybrid loop”). Thus, loops deployed to multiunit buildings that contain copper are hybrid loops that must be unbundled pursuant to the Commission’s rules on hybrid loop.

Further, and in all events, there is no record evidence that deployment of fiber to the premises of a multi-unit building would in fact allow the Bells to deliver true next-generation services to individual customers, as the FTTH rules contemplate. The Commission found that only deployments of “entirely” fiber loops would lead to the actual delivery of true next-generation services, *Triennial Review Order* ¶¶ 274 & n.807, 276 & n.812, and in the scenario proposed by Verizon, there could be significant amounts of copper in the customer’s loop. If Verizon has its way, millions of mass-market customers in multiunit buildings will not in fact have access to next-generation broadband services, but also will not be able to receive

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<sup>5</sup> AT&T Opposition at 19-21; Reply Comments of AT&T Corp. to Petitions for Reconsideration, *Review of Section 251 Unbundling Obligations of Local Exchange Carriers*, CC Docket No. 01-338 at 7-9 (filed Nov. 17, 2003).

competitive, UNE-based services, merely because the incumbent has deployed fiber somewhere in the vicinity of the customers' premises.

### **III. THE PETITION DOES NOT COMPLY WITH THE SECTION 10(a) FORBEARANCE CRITERIA.**

Finally, forbearance should be denied because BellSouth has failed to make the demanding showing that Section 10(a) requires. BellSouth fails to support its Petition with the necessary evidentiary support. Further, as AT&T demonstrated in its comments, BellSouth cannot make any of the three "conjunctive" showings required of the forbearance petitioner. *CTIA v. FCC*, 330 F.3d 502, 509 (D.C. Cir. 2003). Most fundamentally, BellSouth's Petition must be rejected because it is based on the false assumption that CLECs and ILECs are similarly situated when competing for customers in New-Build, Multi-Premises Developments. Given the breadth of BellSouth's definition of New-Build, Multi-Premises Developments and, in particular, the fact that this definition comprises much more than true "greenfields," ILECs are uniquely situated to serve these customers through incremental expansions of their existing networks.

#### **A. BellSouth's Petition Fails Because It Is Unsupported By Necessary Data.**

Even before addressing any of the specific elements of Section 10(a)'s mandatory showing, BellSouth's Petition suffers from an overarching and fatal defect: it fails to provide any factual support or documentation for the relief it seeks and should be denied for this reason alone. Indeed, BellSouth provides no documentation or specific information about the new developments in its service area that it claims are served exclusively by CLECs; provides no information on the types of customers in these developments; and provides no comparative evidence regarding its own construction of facilities in new developments. Allegiance at 10-11. In sum, "BellSouth fails to cite any data that would warrant finding that any of the three prongs of section 10(a) are satisfied." MCI at 8.

The deficiencies in BellSouth's Petition are confirmed by the D.C. Circuit's decision in *AT&T v. FCC*, which involved the review of a Commission order denying US WEST's petition for forbearance. 236 F.3d 729 (D.C. Cir. 2001). US WEST had submitted market analysis reports to support its petition, but the Commission found its evidentiary showing fatally deficient. Specifically, the Commission denied the petition in part because "US WEST failed to provide the underlying raw data on which its conclusions were based, and, as a result, US WEST's findings were not verifiable." *Id.* at 731. The D.C. Circuit found that that the "Commission . . . reasonably rejected US WEST's market share evidence" on this basis. *Id.* Here, as well, BellSouth has "failed to provide any figures with which to determine the true market penetration of competitors," ALTS at 7, much less the "raw data" that the Commission found necessary (and lacking) in its evaluation of US WEST's petition, *AT&T*, 236 F.3d at 731. The Petition should be denied for this reason alone.

**B. BellSouth Ignores Its Bottleneck Control Over The Entire Network Of Transmission Facilities.**

The comments illustrate the myriad ways in which forbearance would enable BellSouth to leverage its incumbent advantages to the detriment of competition for customers in New-Build, Multi-Premises Developments. These advantages would be particularly significant with respect to the large proportion of these developments that are not true greenfields. As CBeyond puts it, "BellSouth's Petition is . . . fatally overbroad and vague" because "[i]t does not provide any clear limitations in regard to facilities affected." CBeyond at iv.

BellSouth's refusal to limit its requested forbearance to true greenfield developments means that it would be able to leverage the advantages of its existing network when serving the large majority of the developments for which it seeks forbearance. Among the advantages enjoyed by BellSouth when serving these customers are its "own legacy network,

paid for and constructed with over a hundred years of rate of return financing from a captive ratebase.” Covad at 7. Additionally, the ILECs have “already negotiated access to local rights-of-way,” ALTS at 8, can use “existing ducts, conduits, . . . and any existing subloop facilities [they] choose[] not to replace or partially replace,” Covad at 7-8, and often have ample stores of deployed dark fiber, CBeyond at 6. Moreover, ILECs are uniquely situated to “offer[] developers with multiple development projects within their regions a volume discount that competitors without networks of the same size could never match.” Allegiance at 15. What is more, given that BellSouth’s definition of New-Build, Multi-Premises Developments includes existing developments that are rewired, BellSouth would be uniquely situated to use its “existing network to rewire existing communities,” and thereby do away with its Section 251(c) obligations even for residents of existing developments. CBeyond at 9; *see also* Covad at 8 (noting that under BellSouth’s definition, “a new commercial building would be considered a deregulated new-build MPD simply because the inside wiring had been replaced”).

The commenting RBOCs fail to undermine any of these points; instead they rely, like BellSouth, on the conclusory claim that they stand on “equal footing” with CLECs when competing for business in New-Build, Multi-Premises Developments. As AT&T and other parties have demonstrated, this claim ignores the myriad advantages the incumbents have in serving these customers.

In particular, the RBOCs’ “equal footing” argument is refuted by the Real Access Alliance. These comments are particularly significant because one of the premises behind BellSouth’s Petition is that “[t]he real estate developer has every reason to seek the best combination of price and quality from competing suppliers of telecommunications services because being able to offer a broad array of high-quality communications services at attractive

prices is a key differentiator in the competitive real estate market.” Petition at 8. It is therefore telling that the Real Access Alliance, which represents the real estate developers invoked by the Petition, asks that it be denied on the ground that it will “delay the growth of competitors . . . and therefore in the long run result in higher prices.” Real Access Alliance at 8. Moreover, while the Petition (at 8) claims that forbearance “will lead to a more competitive negotiation process, and is likely to lead to even more attractive price and service packages” in these developments, “the real estate industry” – one of the supposed beneficiaries of this promised bonanza – finds it “difficult to see how [it] would benefit from any proposal that would extend or enhance BellSouth’s market power,” Real Access Alliance at 7.

The Real Access Alliance says it “has not taken a position for or against any particular sector of the telecommunications industry” and “has no position on the relative merits of any particular regulatory scheme.” *Id.* at 3, 5. Nonetheless, it found “BellSouth’s Petition . . . troubling for the real estate industry” and therefore found itself compelled “to participate in this proceeding.” *Id.* at 3. According to the Real Access Alliance, forbearance “would increase the cost of entry and reduce the ability of CLECs to compete, to the detriment of property owners and their tenants.” *Id.* The Real Access Alliance comments highlight Camden Property Trust, which owns or manages 10,000 units in BellSouth’s service territory. *Id.* at 4. Less than five percent of these units are served by a CLEC, and Camden Property Trust fears that forbearance “would reduce [the level of competition] even further going forward.” *Id.*

The Real Access Alliance comments also deflate another premise of BellSouth’s Petition, namely that it is at a disadvantage when competing for customers in New-Build, Multi-Premises Developments, *see* Petition at 2 (“[S]tatutory and regulatory requirements make it very difficult for BellSouth to compete effectively for access in such situations”); *id.* at 4

("[C]ompetitive providers may actually have an advantage in greenfield scenarios due to cheaper labor costs."); *accord* SBC at 4-5. As the Real Access Alliance shows, however, any such supposed advantages (assuming they exist at all) are more than outweighed by BellSouth's "dominan[ce] in its region," its "great experience and resources," and the fact that its competitors are "relatively small, undercapitalized and inexperienced." Real Access Alliance at 6. Moreover, to the extent some developers prefer to contract with CLECs, it is not because of ILECs' regulatory burdens but because developers "often find it difficult to negotiate with the ILECs," which "drag their feet in responding to requests for the installation of wiring inside MDUs, and may insist on installing wiring in configurations that do not suit the builder's requirements." *Id.* at 7. Forbearance, which would eliminate or cripple the ILECs' few existing competitors, would only make their monopolistic tendency toward poor service worse. *See id.*

The Real Access Alliance comments undermine BellSouth's Petition in yet another way on the question of investment in advanced telecommunications services. The Petition (at 10) claims that forbearance should be granted because the Section 251(c) obligations reduce incentives to deploy "advanced telecommunications services." But the Real Access Alliance observes that in the experience of its members "current conditions are probably encouraging the installation of advanced infrastructure, because the new entrants must install advanced networks to differentiate themselves from BellSouth and to recoup their capital investments." Real Access Alliance at 7. BellSouth has to respond in kind. *See id.*; *see also* ALTS at 3 ("BellSouth fails to acknowledge that it and the other Bell Companies have deployed and will continue to deploy fiber, even without . . . the relief being sought through BellSouth's Petition."). It is forbearance, not its absence, that would lead to a reduction in the deployment of advanced telecommunication services because "new entrants" will be forced "out of the market";

“BellSouth will once again be free to proceed at its own pace”; and “overall installation may [therefore] decline.” Real Access Alliance at 7; *accord* ALTS at 8-9 (“[I]f the FCC were to adopt BellSouth’s request, the ILECs would be able to unilaterally dictate what services are available to captive building owners and their tenants.”).

**C. ILECs and CLECs Do Not Stand On Equal Footing Even In True “Greenfield” Situations.**

As AT&T demonstrated in its comments, even in true “greenfield” situations – *i.e.*, where new construction is required from the customers’ premises to the switch – forbearance is not warranted. It is simply not the case, as BellSouth contends, that CLECs and ILECs are equal in the eyes of developers and owners of New-Build, Multi-Premises Developments. Accordingly, the playing field is not level even when the companies are competing to serve a massive new development that will require construction of *every* component of telecommunications infrastructure from scratch.

Several commenters reinforce these points. As ALTS points out, in many CLECs’ experience, “ILECs often obtain preferential treatment from supposedly unbiased third parties despite their services being inferior and/or their rates being higher than those of CLECs.” ALTS at 6. Specifically, “[t]he ILEC is generally afforded free access to buildings not guaranteed to new entrants.” *Id.* at 10. And as CBeyond shows, if CLECs gain access at all, it is often not timely, and they experience a difficult time “convincing the customers to accept the delays and uncertainty associated with the deployment of alternative loop facilities.” CBeyond at 5-6.<sup>6</sup>

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<sup>6</sup> Moreover, the ILECs’ lower capital costs mean that in many cases CLECs will not be able to match their ability to economically serve new developments. AT&T at 25.

**D. Given The Significant Obstacles To Facilities-Based Competition, The Provisions of Section 251(c) Are Necessary To Ensure That Charges To Residents of New-Build, Multi-Premises Developments Are Just, Reasonable And Nondiscriminatory, And That Consumers Are Protected.**

Given the daunting barriers to facilities-based competition, CLECs' only choice is to rely on the provisions of Section 251(c) to give them cost-based access to ILECs' facilities, whether they are found in New-Build, Multi-Premises Developments or elsewhere. As ALTS highlights, BellSouth's own statistics indicate the impoverished state of local competition, even with the pro-competitive safeguards of Section 251(c). *See* ALTS at 7 (comparing BellSouth's claim that CLECs have deployed facilities in 109 developments with 47,299 residential locations in its region with BellSouth's observation that there will be nearly 500,000 housing starts in the region in 2003 alone). As difficult as it is for CLECs to compete even with Section 251(c), the situation would only deteriorate without it. *See, e.g.,* Real Access Alliance at 5 ("[G]ranting BellSouth the requested relief could have far-reaching consequences for competition that may not yet be fully appreciated.").

**CONCLUSION**

For the foregoing reasons and those provided in AT&T's comments, BellSouth's Petition for Forbearance should be denied.

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Dated: November 25, 2003

## Appendix

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### Short Cite

Allegiance  
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AT&T  
Cbeyond  
Covad  
MCI  
Real Access Alliance  
SBC  
Verizon

**CERTIFICATE OF SERVICE**

I hereby certify that on this 25<sup>h</sup> day of November, 2003, I caused true and correct copies of the forgoing Reply Comments of AT&T Corp. to be served on all parties by mailing, postage prepaid to their addresses listed on the attached service list.

Dated: November 25, 2003  
Washington, D.C.

/s/ Peter M. Andros

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