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**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**  
**REBUTTAL TESTIMONY OF RONALD MARTINEZ**  
**ON BEHALF OF**  
**MCIMETRO ACCESS TRANSMISSION SERVICES, INC**  
**DOCKET NO. 980281-TP**  
**JUNE 29, 1998**

**Q. PLEASE STATE YOUR NAME, ADDRESS AND TITLE.**

A. My name is Ronald Martinez. My business address is 780 Johnson Ferry Road, Atlanta Georgia 30342. I am employed by MCI Telecommunications Corporation in the Law and Public Policy Group as an Executive Staff Member

II.

**Q. ARE YOU THE SAME RONALD MARTINEZ THAT FILED DIRECT TESTIMONY IN THIS DOCKET ON MAY 4, 1998?**

A. Yes.

**Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY?**

A. The purpose of my rebuttal testimony is to respond to some of the statements made by BellSouth witnesses Stacy, Milner and Hendrix in their direct testimony filed on June 1, 1998. I will not attempt to respond to every allegation made by those witnesses because much of their testimony has been

1 addressed adequately in my direct testimony.

2

3

**OSS: GENERAL CLAIM**

4

***COUNT ONE: FAILURE TO PROVIDE OSS INFORMATION***

5

**Q. AT PAGES 6 AND 7 OF HIS TESTIMONY, MR. STACY ASSERTS**

6

**THAT NOTHING IN THE TELECOMMUNICATIONS ACT OF 1996**

7

**OR THE INTERCONNECTION AGREEMENT OBLIGATES**

8

**BELLSOUTH TO MAKE THE DISCLOSURES REQUESTED IN**

9

**COUNT ONE. PLEASE COMMENT.**

10

**A. The Telecommunications Act of 1996 (Act) and the Interconnection Agreement**

11

**(Agreement) require that BellSouth provide parity in the OSS offered to**

12

**MCImetro, but generally do not specify how parity is to be achieved. The**

13

**Agreement does require BellSouth to provide data on certain performance**

14

**measures and standards as one means of achieving parity, but performance**

15

**measures are not made the exclusive means of accomplishing this objective. As**

16

**a practical matter, the parity required by the Act and the Agreement cannot be**

17

**achieved unless BellSouth is required to disclose its systems and databases so**

18

**that MCImetro (and other ALECs) can determine the OSS capabilities to which**

19

**it is entitled. Disclosure therefore should be required to effectuate the Act and**

20

**the Agreement.**

21

22

**Q. DOES MCIMETRO SEEK THE REQUESTED DISCLOSURE FOR THE**

1           **PURPOSE OF OBTAINING BELLSOUTH'S INTELLECTUAL**  
2           **PROPERTY?**

3    A.    No. MCImetro wishes to assess the capabilities of BellSouth's OSS so that it  
4           can require BellSouth to provide those same capabilities to MCImetro.  
5           BellSouth should not be allowed to shroud its systems in secrecy and prevent  
6           legitimate inquiry into whether true parity is being provided. MCImetro does  
7           not seek to acquire BellSouth's intellectual property and would be willing to  
8           agree to appropriate restrictions on MCImetro's use of the information  
9           provided by BellSouth.

10  
11                           **OSS: CLAIMS RELATING TO PRE-ORDERING**  
12    ***COUNT TWO: FAILURE TO PROVIDE A DOWNLOAD OF THE SAG DATA***

13    **Q.    WHAT NEGOTIATIONS TOOK PLACE REGARDING THE SAG**  
14           **ISSUE?**

15    A.    I made it clear during the negotiations that MCImetro's goal was to be able to  
16           validate addresses in-house so that MCImetro would not be beholden to  
17           BellSouth for this critical function. Subsection 2.1.3.1 clearly expresses this  
18           intention by providing that BellSouth would provide the SAG data to  
19           MCImetro within thirty days. The parties also discussed MCImetro's need to  
20           have electronic access to the SAG data because it might take some time for  
21           MCImetro to use its download of the SAG data to develop an address  
22           validation capability. This concern was addressed in Subsection 2.3.2.5 by

1 giving MCImetro the option to obtain access to the SAG data through  
2 BellSouth's electronic databases.

3

4 ***COUNT SIX: FAILURE TO PROVIDE CUSTOMER SERVICE RECORD***  
5 ***INFORMATION***

6 **Q. AT PAGE 31 OF HIS TESTIMONY, MR. STACY CONTENDS THAT**  
7 **BELLSOUTH IS ENTITLED TO LIMIT CSR INFORMATION TO**  
8 **CERTAIN CATEGORIES OF INFORMATION. PLEASE COMMENT.**

9 A. The Agreement does entitle MCImetro to obtain subscriber profile information  
10 through an electronic interface, but that subsection does not purport to limit the  
11 CSR information that MCImetro may obtain, other than as the parties may  
12 agree to protect subscribers' privacy. Agreement, Attachment VIII, Section  
13 2.3.2.3.1. BellSouth did not have the right unilaterally to determine what  
14 information would be provided.

15

16

**OTHER CLAIMS**

17 ***COUNT NINE: FAILURE TO PROVIDE NETWORK BLOCKAGE***  
18 ***MEASUREMENTS***

19 **Q. DOES TRUNK BLOCKAGE DATA DESCRIBED IN MR. STACY'S**  
20 **TESTIMONY SATISFY BELLSOUTH'S OBLIGATIONS UNDER THE**  
21 **ACT AND THE AGREEMENT?**

22 A. No. BellSouth fails to provide information on trunk blockage necessary for

1 ALECs to engineer their networks and to assess whether BellSouth is providing  
2 the same trunking capacity to ALECs as for itself. BellSouth provides ALECs  
3 with blockage information for trunk groups that experience certain levels of  
4 blockage (2% or 3% blockage during the “time consistent busy hour”), whereas  
5 BellSouth has information showing blockage below these maximum levels.  
6 Thus, while ALECs only are given information showing where emergencies  
7 already exist, BellSouth has information that enables it to prevent the  
8 emergencies from occurring in the first place. ALECs must rely on this  
9 information from BellSouth because ALECs’ switches do not indicate that  
10 traffic from BellSouth’s network is not getting through. Further, customers  
11 often are unaware of the difference between a normal busy signal and a “fast  
12 busy” that indicates blockage, so they cannot call the problem to ALECs’  
13 attention. BellSouth’s practice of refusing to provide critical blockage  
14 information in its possession constitutes the failure to provide parity under the  
15 Act and the Agreement.

16  
17 **Q. IS THE TRUNK BLOCKAGE DATA PROVIDED BY BELLSOUTH**  
18 **SUBSTANTIALLY DIFFERENT THAN WHAT IT WAS PROVIDING**  
19 **WHEN THE COMMISSION ORDERED BELLSOUTH TO PROVIDE**  
20 **MORE FREQUENT AND BETTER NETWORK BLOCKAGE DATA?**

21 **A.** No. BellSouth’s reports described in Mr. Stacy’s testimony provide  
22 substantially the same information as when the Commission issued its order in

1 the Section 271 proceedings held in Docket No. 960786-TL (271 Order).  
2 BellSouth has not complied with the Commission's requirement that it provide  
3 more frequent and better data. See 271 Order, p. 59.

4

5 ***COUNT TEN: FAILURE TO PROVIDE INFORMATION ON LOCAL TANDEM***  
6 ***INTERCONNECTION***

7 **Q. AT PAGE 43 OF HIS TESTIMONY, MR. STACY DISCUSSES**  
8 **BELLSOUTH'S DECISION TO PROVIDE INTERCONNECTION TO**  
9 **ITS LOCAL NETWORK THROUGH ITS ACCESS TANDEMS.**  
10 **PLEASE COMMENT.**

11 A. The first point to note is that BellSouth's decision was made without consulting  
12 ALECs, but rather was made unilaterally by BellSouth. Indeed, BellSouth  
13 initially did not even inform MCImetro that local tandems existed. MCImetro  
14 assumed that BellSouth itself used access tandems to serve the tandem function  
15 for local calls, as is the case in most parts of the country.

16

17 In any event, I question whether BellSouth made the decision to exclude  
18 ALECs from their local tandem network for benevolent reasons as it contends.  
19 BellSouth's decision threatened to place a large and unknown amount of local  
20 traffic through the access tandems, which would have burdened the network  
21 used by interexchange companies and ALECs at the same time it freed up the  
22 local network used exclusively by BellSouth. Such an arrangement had great

1 potential for discriminatory treatment and was not acceptable to MCImetro.

2

3 **Q. ONCE BELLSOUTH AGREED TO PERMIT LOCAL TANDEM**  
4 **INTERCONNECTION, DID IT COOPERATE IN PROVIDING SUCH**  
5 **INTERCONNECTION ON A NONDISCRIMINATORY BASIS?**

6 A. Unfortunately, no. MCImetro experienced a great deal of trouble obtaining  
7 accurate information about the local tandem network during the fourth quarter  
8 of 1997 when MCImetro was attempting to place an order for trunk groups to  
9 interconnect with local tandems in Atlanta. For example, BellSouth failed to  
10 update the Local Exchange Routing Guide (LERG) with local tandem  
11 information, so it was necessary to obtain updated information directly from  
12 BellSouth, including lists of switches that subtended each of the local tandems.  
13 When we reviewed these lists, we discovered that they excluded switches for  
14 independent telephone companies and then learned that BellSouth did not  
15 intend to permit MCImetro to interconnect with such companies at the local  
16 tandems, making interconnection much more expensive. MCImetro then sent  
17 its December 24, 1997 letter (attached to the Direct Testimony of Bryan Green  
18 as Exhibit \_\_\_ (BG-1)) requesting, among other things, that BellSouth confirm  
19 that all existing independent telephone company local and EAS traffic routes  
20 served by the local tandem would be identified and made available to MCImetro  
21 traffic. In its February 11, 1998 letter (attached to the Direct Testimony of  
22 Bryan Green as Exhibit \_\_\_ (BG-3)), BellSouth refused to provide this

1 confirmation.

2

3 **Q. HAS BELLSOUTH CHANGED ITS POSITION AFTER MCIMETRO**  
4 **BROUGHT THIS ACTION?**

5 A. Apparently, although more information will be required to say for certain. At  
6 page 11 of his testimony, Mr. Milner states that under BellSouth's basic local  
7 tandem interconnection option, an ALEC's traffic would travel over the same  
8 trunk groups as are used from the BellSouth local tandem to the BellSouth end  
9 office switch or the wireless service provider's switch. Likewise, with respect  
10 to the enhanced local tandem interconnection option, that an ALEC's traffic  
11 would travel over the same trunk groups as are used from BellSouth's tandem  
12 to the BellSouth end office switch. I note, however, that BellSouth does not  
13 confirm that the same trunk groups will be used from the local tandem to local  
14 telephone companies' switches, so that point apparently still needs to be  
15 resolved.

16

17 It appears that the enhanced local tandem interconnection option that BellSouth  
18 is developing may address MCI metro's concerns about local tandem  
19 interconnection with local telephone companies. But several questions remain  
20 to be answered. For example, Mr. Milner states at pages 11 and 12 of his  
21 testimony that BellSouth is in the process of expanding its basic offering to an  
22 enhanced offering, and also that the enhanced local tandem option is currently



1 available at all of BellSouth's Florida local tandems but one. BellSouth should  
2 clarify whether the enhanced local tandem option is operational today or not,  
3 and if not when it will be. Further, BellSouth should state whether it will  
4 attempt to charge ALECs for exercising the enhanced local tandem  
5 interconnection option and whether it will attempt to impose any other terms or  
6 conditions.

7

8 **Q. PLEASE COMMENT ON THE LIST OF SWITCHES SUBTENDING**  
9 **LOCAL TANDEMS SHOWN IN EXHIBIT \_\_\_ (WKM-3) AND MR.**  
10 **MILNER'S OFFER TO PROVIDE A SIMILAR LIST FOR**  
11 **BELLSOUTH'S LOCAL TANDEMS IN FLORIDA.**

12 **A.** Mr. Milner's testimony raises the question of whether BellSouth has updated  
13 the LERG to include all the required information concerning its Florida local  
14 tandems and subtending switches. If this information has been updated, it  
15 would not be necessary for BellSouth to provide additional lists to MCImetro.  
16 If the information has not been updated, then MCImetro would need an up-to-  
17 date list (including switches of independent telephone companies, which the list  
18 in Exhibit \_\_\_ (WKM-3) does not include), and, more importantly, would need  
19 BellSouth to keep the LERG updated as it is supposed to do.

20

21 ***COUNT ELEVEN: FAILURE TO PROVIDE FLAT-RATE USAGE DATA***

22 **Q. PLEASE COMMENT ON MR. HENDRIX'S INTERPRETATION OF**

1           **THE AGREEMENT WITH RESPECT TO RECORDED USAGE DATA**  
2           **AT PAGES 14-15 OF HIS TESTIMONY.**

3    A.    I disagree with Mr. Hendrix's contention that BellSouth only is obligated to  
4           provide usage data for billable usage. Mr. Hendrix asserts that Subsection  
5           4.1.1.1 of Attachment VIII somehow limits BellSouth's duty to provide  
6           recorded usage data. It does not. Subsection 4.1.1.1 merely states that  
7           "BellSouth shall comply with BellSouth EMR industry standards in delivering  
8           customer usage data to MCIIm." Under the provisions of Section 4, in  
9           particular Subsection 4.1.1.3 and 4.1.1.5, MCIImetro is entitled to detail usage  
10          information on its customers' completed calls. These provisions are not limited  
11          to billable usage, and, contrary to Mr. Hendrix's testimony, nothing in  
12          Subsection 4.2 purports to impose such a limitation.

13

14    **Q.    DO THE NEGOTIATIONS THAT TOOK PLACE CONCERNING**  
15          **FLAT-RATE USAGE DATA CONFIRM YOUR READING OF THE**  
16          **AGREEMENT?**

17    A.    Yes. I was responsible for negotiating the recorded usage data provisions on  
18          behalf of MCIImetro and recall the negotiations relating to the provision of flat-  
19          rate data. Mr. Hendrix was not present during those negotiations. BellSouth's  
20          position during the negotiations was that it did not record flat-rate data and  
21          therefore could not provide it. Based on my experience in the  
22          telecommunications industry, I doubted that this position was correct. To

1 resolve the impasse, the parties agreed that BellSouth would be required to  
2 provide recorded usage data on all completed calls (as now provided in  
3 Subsection 4.1.1.3). This result satisfied both parties because if, as I suspected,  
4 BellSouth recorded flat-rate usage data, BellSouth would be required to  
5 provide it at MCImetro's request, but if BellSouth did not record the data,  
6 MCImetro would be required to submit a bona fide request for BellSouth to  
7 develop the capability to do so.

8

9 **Q. DOES BELLSOUTH RECORD FLAT-RATE USAGE DATA?**

10 **A.** Yes. BellSouth has acknowledged in testimony in Georgia and Tennessee that  
11 most of its switches record flat-rate usage information, although BellSouth does  
12 not process this usage data through its billing system. Under the Agreement,  
13 MCImetro is entitled to obtain this flat-rate usage data upon request.

14

15 ***COUNT TWELVE: FAILURE TO PROVIDE ACCESS TO DIRECTORY***

16 ***LISTING INFORMATION***

17 **Q. AT PAGE 15 OF HIS TESTIMONY, MR. MILNER CONTENDS THAT**  
18 **BELLSOUTH'S CONTRACTS WITH OTHER TELEPHONE**  
19 **COMPANIES PRECLUDE IT FROM MAKING THEIR LISTINGS**  
20 **AVAILABLE TO MCIMETRO. DO YOU AGREE?**

21 **A.** No. As I discussed in my direct testimony, the Act requires all local exchange  
22 carriers to provide nondiscriminatory access to directory listing. 47 U.S.C. §

1           251(b)(3). Obviously, this duty supersedes any contractual restriction in  
2           BellSouth's agreements with other telephone companies.

3

4   **Q.    HAS THE FCC DISCUSSED THE ISSUE OF ACCESS TO**  
5   **DIRECTORY LISTING INFORMATION?**

6   **A.    Yes. In an order issued in February of this year, the FCC put in perspective**  
7   **BellSouth's control of the directory assistance database. It stated:**

8                   We agree with MCI that BellSouth obtained directory  
9                   listings from other LECs for use in its directory  
10                  assistance services solely because of its dominant  
11                  position in the provision of local exchange services  
12                  throughout its region. That position enables BellSouth to  
13                  include listings of customers of other incumbent LECs  
14                  and competitive LECs as well as its own customers  
15                  within the databases it uses to provide reverse directory  
16                  services. Because BellSouth has the vast majority of  
17                  access lines within its region, it is to the advantage of  
18                  independent LECs and competitive LECs to have the  
19                  listings of their customers included in BellSouth's  
20                  directory listing databases so that callers throughout the  
21                  region using BellSouth's lines can obtain the telephone  
22                  numbers of non-BellSouth customers. In some instances

1 at least, the other independent LEC or competitive LEC  
2 does not charge BellSouth for including these listings  
3 within those databases, presumably because it is  
4 economically beneficial for that independent or  
5 competitive LEC to have its customers' listings  
6 maintained in the BellSouth databases.

7  
8 In the Matters of Bell Operating Companies Petitions for Forbearance from the  
9 Application of Section 272 of the Communications Act of 1934, as amended, to  
10 Certain Activities, CC Docket No. 96-149, February 6, 1998, ¶ 81 (BOC  
11 Order). That case involved the question of whether BellSouth and other BOCs  
12 could provide reverse directory services, which provide a customer's name,  
13 address, or both, upon the input of the telephone subscriber's number, using the  
14 same database that is used for directory assistance. See BOC Order ¶¶ 52, 55.  
15 The FCC ruled that it would not require BellSouth to use a separate affiliate to  
16 provide reverse directory services, but only if BellSouth makes available to  
17 CLECs "all directory listing information that it uses to provide its interLATA  
18 reverse directory services." BOC Order ¶ 83.

19

20 **Q. AT PAGE 17 OF HIS TESTIMONY, MR. MILNER RECOMMENDS**  
21 **THAT THE COMMISSION INITIATE A GENERIC PROCEEDING**  
22 **CONCERNING THE DIRECTORY LISTING ISSUE. PLEASE**

1           **COMMENT.**

2    A.     A generic proceeding should not be required to determine whether BellSouth  
3           should comply with the Act and the Agreement.

4

5    ***COUNT FOURTEEN: DISCRIMINATORY USE OF SOFT DIAL TONE***  
6    ***SERVICE***

7    **Q.     DOES BELLSOUTH'S SOFT DIAL TONE SERVICE COMPLY WITH**  
8           **THE FCC'S DECISION IN FCC ORDER 97-418?**

9    A.     No. BellSouth's reliance on In the Matter of Application of BellSouth  
10          Corporation Pursuant to Section 271 of the Communications Act of 1934, as  
11          amended, to Provide In-Region, InterLATA Services in South Carolina, CC  
12          Docket No. 97-208, December 24, 1997, ¶ 233 (Dec. 24, 1997) is misplaced.  
13          In that case, the FCC held that BellSouth service representatives could use a  
14          telemarketing script in which the representatives offered to read from a list of  
15          long distance providers, but also recommended BellSouth. If requested, the  
16          representatives were required to read the other long distance carriers from the  
17          list. The FCC balanced the nondiscrimination requirement of Section 251 with  
18          the right to jointly market services under Section 272 and held that the script  
19          was permissible. Here, the Agreement calls for no such balancing, but rather its  
20          competitive neutrality standard prohibits any preferential treatment that would  
21          give BellSouth a leg up on its competitors.

22

1 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

2 A. Yes, it does at this time.

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