

Lisa S. Foshee
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0754

October 3, 2001

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: 960786-A-TL (Section 271)

Dear Ms. Bayó:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Revised Direct Testimony of Wylie (Jerry) G. Latham, W. Keith Milner and Thomas G. Williams, and Revised Surrebuttal Testimony of Ken L. Ainsworth, Cynthia K. Cox (CKC-10 has also been stricken), W. Keith Milner, Ronald M. Pate, David T. Scollard, and Alphonso Varner, which we ask that you file in the captioned docket. This filing is pursuant to Order No. PSC-01-1830-PCO-TL issued September 11, 2001.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties of record as shown on the certificate of service.

Sincerely,


Lisa S. Foshee (KA)

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DNS 12566-01 thru 12574-01

**CERTIFICATE OF SERVICE
DOCKET NO. 960786-A-TL**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by Federal Express this 3rd day of October, 2001 to the following:

Mr. Brian Sulmonetti (+)
LDDS WorldCom Communications
Suite 3200
6 Concourse Parkway
Atlanta, GA 30328
Tel. No. (770) 284-5493
Fax. No. (770) 284-5488
brian.sulmonetti@wcom.com

Floyd R. Self, Esq. (+)
Messer Law Firm
215 South Monroe Street
Suite 701
P.O. Box 1876
Tallahassee, FL 32302-1876
Tel. No. (850) 222-0720
Fax. No. (850) 224-4359
Represents LDDS/ACSI
fself@lawfla.com

Vicki Gordon Kaufman (+)
Joseph A. McGlothlin (+)
McWhirter, Reeves, McGlothlin,
Davidson, Rief & Bakas, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
Tel. No. (850) 222-2525
Fax. No. (850) 222-5606
Represents FCCA
Represents NewSouth
Represents KMC
Represents NuVox Comm.
Represents ACCESS
Represents XO
Represents Z-Tel
vkaufman@mac-law.com
jmclglothlin@mac-law.com

Charles J. Beck
Office of Public Counsel
111 W. Madison Street
Suite 812
Tallahassee, FL 32399-1400
Tel. No. (850) 488-9330
Fax No. (850) 488-4992
Beck.Charles@leg.state.fl.us

Richard D. Melson (+)
Hopping Green Sams & Smith
123 South Calhoun Street
P.O. Box 6526
Tallahassee, FL 32314
Tel. No. (850) 222-7500
Fax. No. (850) 224-8551
Represents MCI, Rhythms
RMelson@hgss.com

Susan S. Masterton (+)
Sprint Communications Co.
Post Office Box 2214 (zip 32316-2214)
1313 Blair Stone Road
Tallahassee, FL 32301
Tel. (850) 599-1560
Fax (850) 878-0777
susan.masterton@mail.sprint.com

Beth Keating, Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
Tel. No. (850) 413-6212
Fax. No. (850) 413-6250
bkeating@psc.state.fl.us

Scott Sapperstein
Intermedia Comm., Inc.
One Intermedia Way
MCFLT-HQ3
Tampa, Florida 33647-1752
Tel. No. (813) 829-4093
Fax. No. (813) 829-4923
Sasapperstein@intermedia.com

Rhonda P. Merritt
AT&T
101 North Monroe Street
Suite 700
Tallahassee, FL 32301
Tel. No. (850) 425-6342
Fax. No. (850) 425-6361
rpmerritt@ATT.com

James P. Lamoureux (+)
Senior Attorney
AT&T Communications of
the Southern States, Inc.
1200 Peachtree Street, N.E.
Atlanta, GA 30309
Tel. No. (404) 810-4196
Fax No. (404) 877-7648
jlamoureux@att.com

Kenneth A. Hoffman, Esq. (+)
Rutledge, Ecenia, Underwood,
Purnell & Hoffman, P.A.
215 South Monroe Street
Suite 420
P.O. Box 551
Tallahassee, FL 32302
Tel No. (850) 681-6788
Fax. No. (850) 681-6515
Represents TCG
Represents US LEC
Ken@Reuphlaw.com

John R. Marks, III
215 South Monroe Street
Suite 130
Tallahassee, FL 32301
Tel. (850) 222-3768
Fax. (850) 561-0397
Represents BellSouth
JohnM@KMRLaw.com

Kenneth S. Ruth
Florida Director CWA
2180 West State Road 434
Longwood, FL 32779
Tel. (407) 772-0266
Fax. (407) 772-2516
Kruth@cwa-union.org

Marilyn H. Ash
MGC Communications, Inc.
3301 N. Buffalo Drive
Las Vegas, NV 89129
Tel. No. (702) 310-8461
Fax. No. (702) 310-5689

Rodney L. Joyce
Shook, Hardy & Bacon, L.L.P.
600 14th Street, N.W.
Suite 800
Washington, D.C. 20005-2004
Tel. No. (202) 639-5602
Fax. No. (202) 783-4211
rjoyce@shb.com
Represents Network Access Solutions

Michael Gross/Charles Dudley (+)
FCTA, Inc.
246 E. 6th Avenue
Suite 100
Tallahassee, FL 32303
Tel. No. (850) 681-1990
Fax. No. (850) 681-9676
mgross@fcta.com

Nanette Edwards
ITC^DeltaCom
4092 South Memorial Parkway
Huntsville, AL 35802
Tel. No. (256) 382-3856
Fax. No. (256) 382-3969
Represented by Hopping Law Firm

Donna McNulty
MCI WorldCom
325 John Knox Road
Suite 105
Tallahassee, FL 32303-4131
Tel. No. (850) 422-1254
Fax. No. (850) 422-2586
donna.mcnulty@wcom.com

Network Access Solutions Corp.
100 Carpenter Drive
Suite 206
Sterling, VA 20164
Tel. No. (703) 742-7700
Fax. No. (703) 742-7706
Represented by Shook, Hardy & Bacon

Karen Camechis (+)
Pennington Law Firm
215 South Monroe Street
2nd Floor
Tallahassee, FL 32301
Tel. No. (850) 222-3533
Fax. No. (850) 222-2126
Represents Time Warner
pete@penningtonlawfirm.com

Rhythms Links, Inc.
6933 South Revere Parkway
Suite 100
Englewood, CO 80112
Tel. No. (303) 476-4200
Represented by Hopping Law Firm

Benjamin Fincher
Sprint/Sprint-Metro
3100 Cumberland Circle
#802
Atlanta, GA 30339
Tel. No. (404) 649-5144
Fax. No. (404) 649-5174
Represented by Ervin Law Firm

Carolyn Marek
Time Warner
Regulatory Affairs, SE Region
233 Bramerton Court
Franklin, TN 37069
Tel. No. (615) 376-6404
Fax. No. (615) 376-6405
carolyn.marek@twtelecom.com
Represented by Pennington Law Firm
Represented by Parker Poe Adams

James Falvey
ACSI
131 National Business Parkway
Annapolis Junction, MD 20701
Represented by Messer Law Firm

Matthew Feil (+)
Florida Digital Network, Inc.
390 North Orange Avenue
Suite 2000
Orlando, FL 32801
Tel. No. (407) 835-0460
mfeil@floridadigital.net

Michael Sloan (+)
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W.
Suite 300
Washington, D.C. 20007-5116
Tel. No. (202) 295-8458
Fax No. (202) 424-7645
Represents FDN
mcsloan@swidlaw.com

Katz, Kutter Law Firm (+)
Charles J. Pellegrini/Patrick Wiggins
106 E. College Avenue
Tallahassee, FL 32301
Tel. No. 850-224-9634
Fax. No. 850-224-9634
pkwiggins@katzlaw.com

Lori Reese
Vice President of Governmental Affairs
NewSouth Communications
Two Main Street
Greenville, South Carolina 29609
Tel. No. (864) 672-5177
Fax. No. (864) 672-5040
lreese@newsouth.com

Genevieve Morelli
Andrew M. Klein
Kelley Drye & Warren LLP
1200 19th Street, NW
Suite 500
Washington, DC 20036
Represents KMC

John D. McLaughlin, Jr.
KMC Telecom
1755 North Brown Road
Lawrenceville, Georgia 30043

Suzanne F. Summerlin, Esq.
1311-B Paul Russell Road
Suite 201
Tallahassee, Florida 32301
Tel. No. (850) 656-2288
Fax. No. (850) 656-5589
Represents IDS Telecom

Henry C. Campen, Jr. (+)
Parker, Poe, Adams & Bernstein, LLP
P.O. Box 389
First Union Capital Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, NC 27602-0389
Tel. No. (919) 890-4145
Fax. No. (919) 834-4564
Represents US LEC of Florida
Represents NuVox Comm.
Represents XO
Represents Time Warner

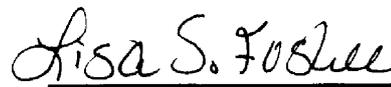
Catherine F. Boone
Covad Communications Company
10 Glenlake Parkway, Suite 650
Atlanta, Georgia 30328-3495
Tel. No. (678) 222-3466
Fax. No. (678) 320-0004
cboone@covad.com

Bruce Culpepper, Esq.
Akerman, Senteriff & Eidson
301 South Bronough Street
Suite 200
Post Office Box 10555
Tallahassee, FL 32302-2555
Attys. for AT&T

Mark D. Baxter
Stone & Baxter, LLP
557 Mulberry Street
Suite 1111
Macon, Georgia 31201-8256
Represents ACCESS

Dana Shaffer
XO Communications, Inc.
105 Molloy Street, Suite 300
Nashville, Tennessee 37201-2315
Tel. (615) 777-7700
Fax. (615) 345-1564
dana.shaffer@xo.com
Represented by Parker Poe Adams

Peggy Rubino
Z-Tel Communications, Inc.
601 South Harbor Island Boulevard
Suite 220
Tampa, Florida 33602


Lisa S. Foshee
Lisa S. Foshee (LA)

(+) Signed Protective Agreement

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

BELLSOUTH TELECOMMUNICATIONS, INC.
REVISED SURREBUTTAL TESTIMONY OF W. KEITH MILNER
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 960786A-TL
OCTOBER 3, 2001

Q. STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. ("BELLSOUTH").

A. My name is W. Keith Milner. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375. I am Senior Director - Interconnection Services for BellSouth. I have served in my present position since February 1996.

Q. ARE YOU THE SAME W. KEITH MILNER WHO FILED DIRECT TESTIMONY ON MAY 31, 2001?

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

A. In my testimony, I will address allegations raised by parties in this proceeding regarding the means by which BellSouth has satisfied network-related items of the competitive Checklist set forth in Section 271(c)(2)(B) of the Telecommunications Act of 1996 ("the Act").

1 **CHECKLIST ITEM 1: INTERCONNECTION**

2

3 **TRUNKING**

4

5 Q. MR. ARGENBRIGHT, TESTIFYING ON BEHALF OF WORLDCOM, INC.
6 (“WORLDCOM”), ALLEGES ON PAGES 11-13 THAT BELLSOUTH IS NOT IN
7 COMPLIANCE WITH CHECKLIST ITEM 1 BECAUSE BELLSOUTH FRAGMENTS
8 TRAFFIC BY SEPARATING TRANSIT TRAFFIC FROM LOCAL AND
9 INTRALATA TOLL TRAFFIC. PLEASE COMMENT.

10

11 A. There are very good reasons to separate transit traffic from local and intraLATA toll
12 traffic. Transit traffic is traffic that originates on one carrier’s network, is switched and
13 transported by BellSouth, and then sent to another carrier’s network for termination. The
14 traffic neither originates on nor terminates on BellSouth’s network. With respect to
15 transit traffic, separate trunk groups facilitate proper billing. That being said, BellSouth
16 offers Alternative Local Exchange Carriers (“ALECs”) the “supergroup” option, which
17 allows the exchange of local and intraLATA toll traffic between a BellSouth switch and
18 an ALEC’s switch over a single trunk group as well as the exchange of local, intraLATA,
19 or interLATA transit traffic over a single trunk group. The supergroup option should
20 resolve WorldCom’s concerns.

21

22 Q. ON PAGES 5-11 OF HIS TESTIMONY ON BEHALF OF NEWSOUTH
23 COMMUNICATIONS CORPORATION (“NEWSOUTH”), MR. FURY ALLEGES
24 THAT BELLSOUTH HAS NOT SATISFIED CHECKLIST ITEM 1 BASED UPON
25 ISSUES OF INTERCONNECTION TRUNK BLOCKING AND PROVISIONING

1 PROCESSES. PLEASE COMMENT.

2

3 A. With respect to trunk blocking, Mr. Fury argues that BellSouth's blocking performance
4 and interconnection trunk provisioning processes are not adequate. I disagree.
5 NewSouth's position is that BellSouth should provision trunks on the basis of
6 NewSouth's non-binding forecasts without any supporting evidence from NewSouth as to
7 the reliability of those forecasts.

8

9 Throughout Mr. Fury's testimony, he evidences a misconception of how the non-binding
10 interconnection trunk forecast process works. The non-binding trunk forecast process is
11 designed to be a cooperative process to allow for pre-order coordination and negotiation,
12 as necessary, for the orderly provisioning of new and augmented trunk groups.

13

14 The forecast facilitates a dialog between the parties meant to support a common
15 understanding of and expectations for planned servicing of trunks. By definition, planned
16 trunk servicing is the establishment of new trunk groups or changes to existing trunk
17 groups, by increasing or decreasing the quantity of trunks in service. Factors influencing
18 the trunk servicing for particular trunk groups are: (1) planned network infrastructure
19 changes, enhancements, and expansion; and (2) changed trunk requirements due to traffic
20 increases and decreases because of end user line growth, end user per line calling
21 stimulation, market share changes, and the like. Included in planned trunk servicing is
22 the establishment and augmentation of interconnection trunking between Bellsouth's
23 network and ALECs' networks. Planned trunk servicing does not mean automatic
24 implementation of anticipated changes, as Mr. Fury apparently believes. Obviously,
25 network changes such as end office replacements are implemented coincident with other

1 associated implementation activities. Planned trunk servicing required by traffic changes,
2 however, is implemented only when deemed necessary to meet demand or to release
3 underutilized trunks. Just as with demand trunk servicing (which I will discuss next),
4 planned trunk servicing and forecasting processes necessitate the monitoring of traffic
5 loads and initiation of trunk orders only when deemed necessary.

6

7 Q. PLEASE DISCUSS THE CONCEPT OF DEMAND TRUNK SERVICING.

8

9 A. Demand trunk servicing is the placement of additional trunks required to maintain quality
10 of service on grade-of-service trunk groups due to unanticipated traffic demand. By
11 “grade-of-service” trunk groups, I refer to those trunk groups engineered and provisioned
12 to ensure a certain grade of service. In this context, grade-of-service relates to the
13 percentage of calls that are blocked. Demand trunk servicing requires monitoring of
14 loads and call blocking performance on a real-time or near real-time basis. Demand
15 trunk servicing also requires analysis of trunk performance relative to normal engineering
16 periods, typically twenty consecutive average business days (excluding Saturdays and
17 Sundays) or thirty consecutive average weekdays (including Saturdays and Sundays).
18 Demand trunk servicing is initiated when there is a consistent need for trunk
19 augmentation over a period of time, not because of oddball days or traffic spikes due to
20 nonrecurring events.

21

22 As delineated in the current Interconnection Agreement between NewSouth and
23 BellSouth, “[t]he submitting and development of interconnection trunk forecasts shall not
24 replace the ordering process in place for local interconnection trunks.” In addition, the
25 Interconnection Agreement provides that “the receipt and development of trunk forecasts

1 does not imply any liability for failure to perform...” (Interconnection Agreement,
2 Attachment 3, Paragraphs 3.7.2 and 3.7.3). In short, NewSouth has agreed to supply only
3 non-binding forecasts. The submission of a non-binding forecast does not create a firm
4 commitment that BellSouth will provide the forecasted level of trunks.

5
6 Indeed, communicating trunking needs is precisely what the Interconnection Agreement
7 calls for and such a practice reflects reasonable measures of engineering and monetary
8 discipline. These aspects of the Interconnection Agreement are a benefit to NewSouth,
9 not an impediment. NewSouth should comply with these inter-company communication
10 and coordination measures that are intended to make the trunk servicing process work
11 smoothly and that are standard practices in the industry.

12
13 Q. WHILE ON THE TOPIC OF TRUNK SERVICING, MR. FURY INDICATES ON
14 PAGE 7 OF HIS TESTIMONY THAT TRUNK GROUPS ARE TO BE MAINTAINED
15 USING ERLANG B TRAFFIC THEORY. IS THIS CORRECT?

16
17 A. No. To clarify, Mr. Fury refers to the Interconnection Agreement’s convention for
18 determining the point when “the Parties shall negotiate in good faith for the installation of
19 augmented facilities.” The Erlang B call blocking probability theory provides a
20 convenient benchmark to quantify the traffic load for this convention. However,
21 BellSouth does not use Erlang B to size final trunk groups for the reasons I set out below.

22
23 Erlang B is a single-hour traffic load trunking theory. The Erlang B model is biased in
24 grade-of-service applications when average traffic loads are used and this bias can affect
25 the more precise requirements of grade-of-service trunk sizing. The use of time-

1 consistent, average busy-hour loads is an industry standard used by BellSouth. This
2 requires the use of a trunking model that can accommodate the day-to-day variations
3 inherent in average loads. Accordingly, BellSouth uses the Neal-Wilkinson call blocking
4 probability theory instead of the Erlang B theory to size grade-of-service trunk groups,
5 which include final trunk groups.
6

7 Q. ON PAGE 8 OF HIS TESTIMONY, MR. FURY COMPLAINS ABOUT A TRUNK
8 GROUP IN MACON, GEORGIA. PLEASE COMMENT.

9
10 A. Mr. Fury's complaint about the trunk situation in Macon, Georgia is that BellSouth did
11 not provision additional trunks based on NewSouth's non-binding forecast and that
12 BellSouth delayed adding trunks "in the face of ... busy hour occupancy rates of 99.9%
13 on some days". Contrary to Mr. Fury's depiction, there was no blocking on the trunk
14 group prior to NewSouth's request of April 18, 2001, for the trunk addition and no
15 indication, based on traffic volume, that any augmentation would be required for some
16 time. The 99.9% occupancy he refers to occurred on only one day, after NewSouth's
17 request for additional trunks. This occurred on May 21 from 10:30 A.M. to 11:30 A.M.
18 where one (1) out of 440 calls was blocked for a call blocking rate of 0.27%. It's obvious
19 that NewSouth had information about an additional traffic load that would be placed on
20 the Macon trunk group that it did not share with BellSouth until after complaining about
21 BellSouth's "delay" in augmenting the trunk group. BellSouth was appropriately
22 responsive to providing additional trunks after the need was made clear by augmenting
23 the trunk group on June 5, 2001. Contrary to NewSouth's characterization of the facts,
24 this situation does not support NewSouth's claim that BellSouth has "caused irreparable
25 harm to NewSouth."

1 Q. MR. FURY REFERS TO THE 99.9% OCCUPANCY RATE AS IF SUCH AN
2 OCCUPANCY LEVEL IS A SERVICE PROBLEM CONTRIBUTING TO
3 “EXCESSIVE BLOCKAGE OF CALLS”. IS HE CORRECT?
4

5 A. No, Mr. Fury is wrong. His comment reflects two apparent misunderstandings about the
6 trunk servicing processes I described above. First, using the “industry standard grade of
7 service” to which Mr. Fury refers, service quality is not determined by traffic
8 measurements for a single day, but rather by measurements for the average time
9 consistent busy hour over a 20 to 30 day study period, typically a calendar month.
10 Utilization is usually defined as the ratio of the quantity of trunks required, according to
11 the appropriate Design Blocking Objective (“DBO”), to the quantity of trunks in service.
12 Based on the definition of occupancy given in Mr. Fury’s Exhibit JF-1, “Busy hour
13 occupancy based on P.01 GoS for 24 members”, utilization and occupancy are nearly
14 equivalent in this case, depending on the trunk sizing tables used to determine trunks
15 required. Mr. Fury’s use of the term occupancy is somewhat imprecise. Occupancy is
16 sometimes defined as “the measure of time that a circuit or an equipment unit is busy (in
17 use) expressed as a decimal; [n]umerically, it is the Erlangs carried per circuit.” See, for
18 example, <http://education.icn.siemens.com/services/jobaids/glossary/>. Occupancy is most
19 often termed in relation to call center operations as “the percentage of time agents handle
20 calls versus wait for calls to arrive”. See, for example,
21 <http://www.incoming.com/s2glossary.html>). Occupancy does not normally take the
22 DBO-based number of trunks required into account; therefore, utilization and occupancy
23 are usually not equivalent. For the month Mr. Fury notes, the study period utilization was
24 71% and the study period call blocking was 0%. This reflects an excellent level of
25 service quality.

1 Second, 100% utilization in the busy hour is exactly the objective level to which a trunk
2 group is designed. In other words, if the group were designed using only one day's busy
3 hour load, rather than a study period average, the group would be performing on that one
4 day at the intended DBO. As noted in the preceding paragraph, however, the engineered
5 capacity is based on the study period average. Thus, the trunk group to which Mr. Fury
6 refers was actually performing with 29% spare capacity.

7
8 Obviously, had traffic been sufficient in the Macon case to average even 80% utilization
9 all month, with additional traffic expected, the need for a trunk group augmentation
10 would be indicated as delineated in the Interconnection Agreement, Attachment 3,
11 Paragraph 3.8.2. There was no such situation prior to NewSouth's request. All
12 NewSouth had to do to ensure timely provisioning of capacity, for the additional loads it
13 knew was coming, was to communicate that fact to BellSouth. Such sharing of traffic
14 information is the standard method for handling trunk servicing throughout the industry.

15
16 Through July 2001, although the trunk group in fact was augmented to a total of 72
17 trunks on June 5, 2001, there have been no more than 21 trunks required to handle traffic
18 volume for any study period. NewSouth's forecasted need, which according to Mr. Fury
19 "clearly showed that a total of 72 trunks would be needed in the Second Quarter of
20 2001", has yet to be realized.

21
22 Q. ARE YOU AWARE OF OTHER INSTANCES IN WHICH NEWSOUTH'S OWN
23 ACTIONS CAUSED TRUNK BLOCKAGE PROBLEMS?

24
25 A. Yes. One such situation that occurred recently in Baton Rouge, Louisiana was the direct

1 result of NewSouth's addition of an un-communicated, large, and permanent traffic load.
2 NewSouth could have followed the provisions in the Interconnection Agreement for
3 demand servicing or NewSouth could have considered the addition of the large traffic
4 loads related to this example to be part of the planned servicing reflected in NewSouth's
5 forecast that required a demand trigger to initiate. In the period spanning roughly
6 November 1, 2000, to December 20, 2000, traffic volumes averaged around 500 hundred-
7 call seconds ("CCS") in the busy hour. Without notice to BellSouth, NewSouth
8 apparently added customers to its switch causing the traffic volume in the busy hour to
9 increase to between about 1200 CCS to 1600 CCS in the period from December 20,
10 2000, to January 31, 2001, which is almost triple the traffic volume experienced before.
11 Traffic volume in the busy hour increased markedly again about January 31, 2001, to an
12 average of over 2000 CCS. The trunk group began blocking severely on January 2, 2001.
13 Because only NewSouth was privy to the fact that a large load was to be placed on the
14 network (and when those loads would appear), NewSouth bore the responsibility to
15 communicate to BellSouth the specific locations, the increase in volume, and the date it
16 would start the augmentation process. If NewSouth had communicated, before the fact,
17 its need for increased capacity in the context of the actual traffic demand that was to be
18 placed on the network, BellSouth could have implemented a more orderly response.
19 What is particularly disconcerting is that the BellSouth Project Manager in the Local
20 Interconnection Switching Center ("LISC") participates in a conference call each week
21 with NewSouth to ensure close coordination between the companies. NewSouth never
22 shared the fact that a very large traffic load was to be added to the network in Baton
23 Rouge, even though it was certain to cause service problems. As soon as BellSouth was
24 made aware of the service problem, its Circuit Capacity Management ("CCM") group
25 initiated an order to NewSouth to augment the trunk group. This order was placed with

1 NewSouth on January 4, 2001, with a requested due date of January 9, 2001. In the
2 meantime, in order to minimize immediate service disruptions, BellSouth initiated a
3 temporary arrangement to overflow traffic from the reciprocal trunk group to
4 NewSouth's direct trunk group at 11:00 A.M. on January 4, 2001. This action
5 immediately eliminated the call blocking. Thereafter, until the trunk addition was
6 complete, the overflow arrangement was used to satisfy traffic demand and there was no
7 significant level of blocked calls throughout the relevant period.

8

9 Furthermore, the Baton Rouge case is not an isolated example of blocking situations that
10 NewSouth has created. The "LISC Response to NewSouth Issues", Exhibit WKM-10,
11 was provided to NewSouth in November 2000 in response to operational questions about
12 several items that came up in a joint company meeting. The result of analysis done by
13 BellSouth's LISC regarding several other locations with blocking problems in 1999 and
14 2000 shows the same pattern: NewSouth adds customers and traffic without prior
15 notification to BellSouth to allow appropriate trunk augmentation. As noted, at one
16 meeting in September 2000, "NewSouth understood the need for prior notification before
17 bringing large customers on line and agreed to do so."

18

19 Q. MR. FURY TESTIFIES ON PAGE 9 THAT "THE BELLSOUTH CAPACITY
20 MANAGERS IN FLORIDA ARE NO MORE PROACTIVE ABOUT AUGMENTING
21 RECIPROCAL TRUNKS THEN BELL MANAGERS IN ANY OTHER STATE."
22 PLEASE COMMENT.

23

24 A. Mr. Fury is wrong. The CCM Center has maintained the BellSouth managed trunk
25 groups to NewSouth in Florida so well that there has been no blocking on any trunk

1 group since, at least, June 2000. Exhibit WKM-11, attached to my testimony, clearly
2 shows that BellSouth managed trunk groups have never exceeded approximately 90%
3 utilization during this period. BellSouth's CCM in Florida has done an outstanding job
4 and these trunk performance results clearly indicate such.

5
6 Q. PLEASE RESPOND TO MR. FURY'S ALLEGATIONS THAT BELLSOUTH HAS
7 CAUSED NEWSOUTH'S TRUNKING PROBLEMS.

8
9 A. To summarize, NewSouth's attempt to blame BellSouth for the trunk augmentation
10 delays is misguided. In the Baton Rouge example, it was NewSouth that failed to timely
11 advise BellSouth of anticipated increases in traffic; it was NewSouth that delayed
12 providing the Firm Order Commitment ("FOC") to BellSouth; it was NewSouth that
13 changed the due date to a later date; it was NewSouth that missed the due date as a result
14 of NewSouth's providing incorrect Connecting Facility Assignment ("CFA") information
15 to BellSouth; and it was NewSouth whose equipment was not ready. BellSouth
16 completed this trunk augmentation order in spite of NewSouth's repeated missteps and
17 failures.

18
19 Operational issues related to intercompany processes should be, and actually have been,
20 addressed in normal communications and negotiations between BellSouth and NewSouth.
21 Indeed, Exhibit WKM-12, attached to my testimony, provides an e-mail from Ms. Amy
22 Gardner, Senior Vice President Network Planning & Provisioning for NewSouth, to Mr.
23 Fury that sets the proper tone and format for handling such items. Ms. Gardner clearly
24 affirms that these are operational issues that demand good communications between the
25 two companies and I agree. In fact, Ms. Gardner's e-mail is a directive to Mr. Fury and

1 the NewSouth Traffic Engineering group regarding the very letter sent to Mr. Jon Rey
2 Sullivan of BellSouth as noted on page 9 of Mr. Fury's testimony. In addition to Ms.
3 Gardner's e-mail, I have included in Exhibit WKM-12 Mr. Fury's letter to Mr. Sullivan
4 and Mr. Sullivan's reply. Mr. Sullivan's letter to Mr. Fury was hardly "cavalier" as Mr.
5 Fury suggests, but rather, it was plainly a restatement of the same augmentation process
6 that had been discussed earlier with NewSouth and to which NewSouth had earlier
7 agreed.

8
9 **CHECKLIST ITEM 4: LOCAL LOOP**

10
11 **LINE SHARING**

12
13 Q. MR. TURNER, TESTIFYING ON BEHALF OF AT&T, ON PAGE 28 OF HIS
14 TESTIMONY, STATES THAT BELLSOUTH WILL NOT CONSIDER THE OPTION
15 TO ALLOW ALECS TO INSTALL INTEGRATED SPLITTER/DSLAM CARDS INTO
16 DSLAM-CAPABLE BELLSOUTH REMOTE TERMINALS TO FACILITATE
17 REMOTE SITE LINE SHARING. PLEASE COMMENT.

18
19 A. The line card to which Mr. Turner refers provides not only voice functions but Digital
20 Subscriber Line Access Multiplexer ("DSLAM") functions as well. The FCC has
21 defined the DSLAM as part of the packet switching network. Further, the FCC has
22 declined to impose a duty that BellSouth unbundle its packet switching network except in
23 extremely limited cases, cases that does not exist in Florida. Thus, what Mr. Turner
24 really wants is to impose an obligation that BellSouth provide unbundled packet
25 switching despite the fact that the FCC has already addressed this very situation and

1 declined to impose such a duty except in limited situations.

2
3 Allow me to explain further. There can be no serious dispute that FCC rules do not
4 require BellSouth to provide ALECs with the right to specify the type of line cards to be
5 placed in BellSouth's DLC systems. Requiring BellSouth to provide ALECs with the
6 opportunity to utilize dual-purpose line cards would result in BellSouth providing
7 unbundled packet switching, because this line card provides the functionality of a
8 DSLAM. The FCC has defined the DSLAM as one element in a packet switching
9 network. The FCC has also said that incumbents are not required, unless four conditions
10 are met, to provide unbundled packet switching. FCC Rule 51.319. The use of the DLC
11 line card would require BellSouth to provide unbundled packet switching even in cases
12 where it has no such obligation under the FCC's rules. The use of this dual-purpose card
13 requires (in most cases) that the DLC system be equipped with two different bit streams
14 forward to the central office -- that is, one bit stream for the voice traffic (in Time
15 Division Multiplexing mode) and another for the data traffic (in Asynchronous Transfer
16 Mode).

17
18 In addition to other viable alternatives to the dual-purpose line cards, the ALEC's request
19 fails to satisfy the other aspects of the FCC's impairment standard. For example,
20 requiring BellSouth to provide dual-purpose line cards would not promote "facilities-
21 based competition, investment, and innovation," since it would eliminate any incentive
22 for ALECs to deploy any facilities outside of the central office. *See* 47 CFR §
23 51.317(c)(2). Furthermore, allowing ALECs to place line cards in BellSouth's DLC
24 systems is administratively impractical. *See* 47 CFR § 51.317(c)(5).

25

1 Q. PLEASE EXPLAIN WHY THE USE OF THIS NEW TYPE DLC LINE CARD IN
2 LINE SHARING ARRANGEMENTS WOULD HAVE THE EFFECT OF
3 BELLSOUTH'S PROVIDING UNBUNDLED PACKET SWITCHING ON BEHALF
4 OF THE ALEC.

5

6 A. If BellSouth were required to use such a DLC line card in the line sharing situation, the
7 line card providing the two functions would be connected to an Asynchronous Transfer
8 Mode ("ATM") "virtual circuit" over which the data traffic would be carried. The ATM
9 virtual circuit would then have to be connected to an ATM switch so that the ALECs'
10 data signals could be separated from each other and from BellSouth's data signal. This is
11 necessary because different carriers employ different data backbone networks. The ATM
12 switches would separate the various data signals (based on packet header information)
13 and send the packets forward to the intended data network provider. Thus, the ATM
14 "pipe" carrying all of the ATM virtual circuits (both BellSouth's and the ALECs') from
15 the DLC would have to be connected to an ATM switch. The ATM switch then switches
16 the traffic to the proper destination based on the packet header information so that a given
17 ALEC's data traffic could be placed on a separate ATM virtual circuit going to that
18 ALEC's network, while BellSouth's data traffic would be sent on to BellSouth's network.
19 As a result, BellSouth would be performing this packet switching function within its
20 ATM switch in addition to performing the functions at the DLC remote terminal on
21 behalf of the ALEC.

22

23 Q. WOULD YOUR ANSWER CHANGE IF THE ALECS WERE RESPONSIBLE FOR
24 INSTALLING THE DUAL PURPOSE CARD INSTEAD OF THE INCUMBENT?

25

1 A. No. First of all, there is no precedent for the ALECs installing equipment in BellSouth's
2 equipment. To do so would be neither collocation nor interconnection. Instead, it would
3 amount to joint operation of equipment between the incumbent and the ALEC. There
4 would also arise operational problems from such a practice. Second, such a practice
5 would create problems related to network reliability and security because the ALEC
6 would be placing and removing DLC cards within BellSouth's DLC equipment, perhaps
7 without BellSouth's knowledge. Third, keeping accurate inventory records of which card
8 slots were in use or spare would be difficult or impossible.

9

10 Q. ON PAGE 28 OF HIS TESTIMONY, MR. TURNER ALLEGES THAT
11 BELLSOUTH'S POSITION ON NGDLC MEANS THAT BELLSOUTH WILL ONLY
12 PERMIT ALECS TO LINE SHARE OVER COPPER FACILITIES. DO YOU AGREE?

13

14 A. No. AT&T has a number of options by which it may serve its customers. For example,
15 AT&T could collocate its DSLAM in BellSouth's remote terminal, acquire the unbundled
16 loop distribution sub-loop element, and acquire unbundled dark fiber from BellSouth and
17 serve its customers accordingly. Another option would be for AT&T to self-provision its
18 own fiber optic cable, install its DSLAM in its own cabinetry rather than the remote
19 terminal, and acquire only the unbundled loop distribution sub-loop element in order to
20 serve its customers. In no way is AT&T precluded from serving its end user customers
21 regardless of whether or not those customers are served over copper loops.

22

23 Q. HAS THE FLORIDA PUBLIC SERVICE COMMISSION ALREADY ADDRESSED
24 WHETHER BELLSOUTH IS REQUIRED TO UNBUNDLE ITS PACKET
25 SWITCHING NETWORK?

1

2 A. Yes. In Docket No. 990691-TP, this Commission ruled that packet switching capabilities
3 are not UNEs and in Docket No. 991854-TP, this Commission ruled, “BellSouth shall
4 only be required to unbundle its packet switching capabilities under the limited
5 circumstances identified in FCC Rule 51.319 (c)(5)”.

6

7 Q. IS BELLSOUTH IN COMPLIANCE WITH SECTION 271?

8

9 A. Yes. BellSouth is not obligated to unbundle packet switching (except in very limited
10 circumstances which do not currently apply anywhere in Florida); thus, BellSouth is not
11 obligated to allow ALECs to place line cards in BellSouth’s DSLAMs. BellSouth is in
12 compliance with all of the requirements of Checklist Item 4.

13

14 **CHECKLIST ITEM 7: 911/E911, DIRECTORY ASSISTANCE AND OPERATOR CALL**

15 **COMPLETION**

16

17 **CUSTOMIZED OPERATOR SERVICES AND DIRECTORY ASSISTANCE (“OS/DA”)**

18 **ROUTING**

19

20 Q. AT&T IS THE ONLY PARTY THAT COMPLAINS ABOUT CUSTOMIZED
21 ROUTING. HAS BELLSOUTH ADDRESSED ALL OF AT&T’S ISSUES DIRECTLY
22 WITH AT&T?

23

24 A. Yes, BellSouth has addressed these issues both directly with AT&T and in multiple
25 arbitration proceedings. Orders have been issued from other state regulatory bodies (GA.

1 Docket No. 11901-U, KY Case No. 465). This Commission also addressed this issue in
2 Docket No. 000731-TP, Order No. PSC-01-1402-FOF-TP, 6/28/01. This Commission's
3 Order confirms BellSouth provides customized routing capability in compliance with the
4 FCC's order. For example, this Commission found that: "The record shows that
5 BellSouth has met its obligation and offers varied choices of customized routing.
6 Therefore, we find that, subject to the conditions set forth in Section XV of this Order,
7 BellSouth provides sufficient customized routing in accordance Federal law to allow it to
8 avoid providing OS/DA as a UNE."

9
10 As I stated in my direct testimony, BellSouth's ordering mechanism is in compliance
11 with FCC requirements. In the *Second Louisiana Order*, the FCC discussed the ALECs'
12 ability to route its customers' calls. Specifically, the FCC held that "BellSouth should
13 not require the competitive LEC to provide the actual line class codes, which may differ
14 from switch to switch, if BellSouth is capable of accepting a single code region-wide."
15 *Second Louisiana Order*, ¶ 224. In compliance with this obligation, BellSouth will
16 implement one routing pattern per region for an ALEC's customers. In addition,
17 although it is not required to do so, BellSouth voluntarily will provide a single routing
18 pattern on a statewide basis. This single routing pattern (whether region-wide or state-
19 wide) can include routing to a BellSouth platform (branded or unbranded), an ALEC
20 platform, or a third-party platform.

21
22 Q. ON PAGE 5 OF HIS TESTIMONY, MR. BRADBURY ALLEGES THAT ALECS
23 CANNOT ORDER CUSTOMIZED OS/DA ROUTING EFFICIENTLY AND
24 EFFECTIVELY. PLEASE RESPOND.
25

1 A. The situation to which Mr. Bradbury refers is resolved. Mr. Bradbury alleges that
2 BellSouth has failed to document ordering procedures for customized OS/DA routing.
3 Yet on page ten (10) of Mr. Bradbury's rebuttal testimony, he describes his being a party
4 to the development of the "ordering information" which was published on May 17, 2001,
5 and also describes an update to this documentation published on July 13, 2001, that is
6 also based on his joint participation. Later in his testimony, however, Mr. Bradbury
7 changes direction and states on page 11 that the AT&T Interconnection Agreements
8 which support this documentation and the use of regionwide unique "indicators" for
9 identification of its choice for OS/DA routing options were jointly agreed to, in principle,
10 on July 16, 2001. The procedures for Selective Carrier Routing Customer-Specific
11 Electronic LSR Ordering are taken from the AT&T Interconnection Agreement Section
12 7.5.3.1 and reads as follows:

13
14 "All AT&T OS/DA calls originated from a customer in an end office where
15 BellSouth is providing the local switching to AT&T and where AT&T has
16 requested only a single customized OS/DA routing option or branding default,
17 shall be routed to that option by BellSouth following the submission of AT&T's
18 LSR without the need for AT&T to provide any indication of the routing on the
19 LSR. If AT&T has requested multiple customized OS/DA Routing options in an
20 end office and the appropriate LCCs have been established, AT&T may order for
21 an end user an OS/DA branding option other than the established default plan by
22 providing an indicator identifying the specific routing to be used (Unbranded,
23 Custom Branded, Self Branded). This indicator shall be a five character Selective
24 Routing Code ("SRC") provided by BellSouth to AT&T and it shall be listed
25 behind the ZSRC fid in the feature detail section of the LSR when ordering. The
26 indicator used for each option may be the same for all end offices in a state
27 (minimally) or for all offices in BellSouth's region (optionally)."
28

29 Q. ON PAGE 13, LINE 6, MR. BRADBURY STATES THAT BELLSOUTH'S
30 ATTEMPTS TO CORRECT THREE (3) IDENTIFIED DEFECTS IN ORIGINATING
31 LINE NUMBER SCREENING ("OLNS") HANDLED CALLS CREATED A FOURTH
32 DEFECT WHICH PROVIDES AT&T CUSTOMERS WITH CALL ROUTING
33 OPTIONS THAT ARE NOT EQUIVALENT TO THOSE PROVIDED TO

1 BELLSOUTH RETAIL CUSTOMERS. PLEASE COMMENT.

2

3 A. BellSouth did not introduce a “defect” in its OLNS modifications as Mr. Bradbury
4 suggests. Instead, BellSouth did exactly what AT&T demanded and removed any
5 reference to “BellSouth” from the 0- call processing.

6

7 Mr. Bradbury recommends creating parity by BellSouth’s providing AT&T’s 0- callers
8 with options of having their calls automatically routed to AT&T’s residence or business
9 service or repair centers. Modifying the OLNS functionality as Mr. Bradbury suggests
10 requires a substantial monetary investment for BellSouth. If AT&T is willing to fund this
11 offering, BellSouth is perfectly willing to provide this service. AT&T should submit its
12 Bona Fide Request to start this process. I would note, however, that both the LCC
13 method and the AIN method of providing customized routing offer ALECs the
14 opportunity to have calls directed to their own repair centers.

15

16 Q. WOULD CUSTOMIZED ROUTING ALLOW THE SORT OF ROUTING OF THESE
17 CALLS TO AT&T’S WORK CENTERS REFERRED TO BY MR. BRADBURY?

18

19 A. Yes. Thus, if AT&T wants this type routing, AT&T may request it and BellSouth will
20 provide customized routing.

21

22 Q. IS BELLSOUTH PROVIDING CUSTOMIZED ROUTING IN ACCORDANCE WITH
23 THE REQUIREMENTS OF THE COMPETITIVE CHECKLIST?

24

25 A. Absolutely. As discussed in my direct testimony, BellSouth provides customized routing

1 via the LCC method and the AIN method. If an ALEC wants only customized branding
2 (but not customized routing), the ALEC may request and BellSouth will provide the
3 OLNS method. All three (3) of these services are available to ALECs in Florida today
4 and are also available for ordering in all nine (9) states in BellSouth's region. BellSouth
5 is in full compliance with the requirements of Checklist Item 7.

6

7 **CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY**

8

9 Q. ON PAGE 29 OF MS. BERGER'S TESTIMONY, SHE CLAIMS "BELLSOUTH HAS
10 A PROCESS PROBLEM THAT CAUSES SOME AT&T CUSTOMERS TO LOSE
11 THE ABILITY TO RECEIVE CALLS FROM BELLSOUTH CUSTOMERS." WHAT
12 PROCESS DOES BELLSOUTH FOLLOW TO ENSURE EFFICIENT PORTING OF
13 NUMBERS?

14

15 A. For the majority of orders involving number portability, BellSouth automatically issues
16 an order that will assign a "trigger" to a number to be ported, once the LSR has been
17 accepted as complete. BellSouth's process meets or exceeds any national standards for
18 number portability. There are, however, certain directory number types for which the
19 process is incapable of mechanically making the assignment. For those numbers that
20 cannot be handled automatically, such as Direct Inward Dialing ("DID") to the Private
21 Branch Exchange ("PBX") referenced by Ms. Berger, BellSouth's process calls for the
22 formation of a project team to handle the conversion. In addition, BellSouth has
23 established specific project managers to address all of AT&T's orders that are large and
24 complex in order to ensure accurate, timely conversion.

25

1 Q. WHAT DOES THE PROJECT TEAM DO TO ENSURE THAT COMPLEX ORDERS
2 ARE WORKED PROPERLY AND THAT CONVERSIONS ARE ACCURATELY
3 HANDLED?
4

5 A. When a DID or large number port is requested via the LSR, BellSouth assigns a Project
6 Manager to coordinate the activities necessary to make the number porting go as
7 smoothly as possible. The Project Manager determines what BellSouth resources will be
8 needed and makes preliminary scheduling contacts. The Project Manager works with
9 AT&T to reduce potential misunderstanding and is on duty at the time of the scheduled
10 cut to help the process complete successfully. If AT&T requests a delay, the Project
11 Manager will attempt to reschedule the necessary BellSouth resources so that the new
12 cutover time is not delayed or missed. However, proper coverage may not be available at
13 the time the cut actually takes place if AT&T does not provide enough advance warning.
14 This situation can then delay when the orders to disconnect service from BellSouth are
15 actually worked and can therefore lead to a situation where calls will not be routed
16 properly for a period of time. The BellSouth procedures require the Project Manager to
17 follow up as soon as practical in this situation to complete the disconnect orders so that
18 calls to the newly ported number will be handled correctly. Normally, this problem only
19 occurs when a cutover is being made during off hours and, due to the delay, the
20 scheduled BellSouth personnel are not available at the time the cut actually occurs. In
21 those cases the Project Manager will be in touch with the appropriate BellSouth
22 personnel as soon as possible on the next normal schedule to get the work completed.
23 The BellSouth Project Manager is provided as a resource to be used by AT&T to help
24 make this type of cutover go as smoothly as possible.
25

1 Q. MS. BERGER INDICATES THAT AT&T DEVELOPED A “MANUAL WORK-
2 AROUND” TO DEAL WITH PROBLEMS ASSOCIATED WITH CONVERSION OF
3 COMPLEX CUSTOMERS. PLEASE COMMENT.

4
5 A. BellSouth is unaware of any specific “manual work-around” that AT&T may have
6 developed to work through complex conversions, unless AT&T considers establishment
7 of a project team to work with the BellSouth project team a “manual work-around.”
8 Because some numbers cannot be converted automatically due to inherent technical
9 limitations, such as the DID numbers associated with a PBX referenced by Ms. Berger,
10 BellSouth feels it is necessary to use a hands-on approach to those conversions to assure
11 accuracy.

12
13 Q. MS. BERGER DESCRIBES THE LOSS OF INBOUND CALLING CAPABILITIES
14 SUFFERED BY AT&T CUSTOMERS TO BE CHRONIC. HAS BELLSOUTH
15 ADDRESSED THE TROUBLES REPORTED BY AT&T?

16
17 A. Yes. BellSouth received a letter from AT&T on August 14, 2000. A response to that
18 letter was sent to AT&T on August 25, 2000, which explained BellSouth’s policy of
19 establishing project management to handle DID conversions, and is attached as Exhibit
20 WKM-13. BellSouth’s response also requested a list of the Purchase Order Numbers
21 (“PONs”) in question to enable the project team to investigate the issues and work
22 through the resolution of the problems. To date, AT&T has not responded to BellSouth’s
23 August 25, 2000, request for PONs.

24
25

1 Q. WHAT ISSUES HAVE SURFACED AS BELLSOUTH HAS INVESTIGATED
2 AT&T'S ALLEGATIONS CONCERNING PROBLEMS WITH LOCAL NUMBER
3 PORTABILITY?

4
5 A. AT&T furnished to the BellSouth AT&T Account Team, and included in a formal
6 complaint to the Kentucky PSC, telephone numbers for some of AT&T's customers in
7 Kentucky, which AT&T claimed were experiencing dialing problems after being ported
8 from BellSouth's switch to AT&T's switch. Several problems alleged in the list are the
9 result of AT&T's erroneous provision of company codes for number porting on LSRs
10 sent to BellSouth which are not the same codes AT&T provided to the Number Porting
11 Administration Center ("NPAC"). Said another way, AT&T put one company code of
12 the orders it sent to BellSouth but put a different company code on the orders AT&T sent
13 to the NPAC. AT&T's actions meant that the two sets of orders (that is, those sent to
14 BellSouth and those sent to the NPAC could not be mechanically coordinated. AT&T
15 neglected to send a revised LSR to BellSouth to communicate the change and, as a result
16 of this lack of communication, the BellSouth Gateway System was not updated to match
17 the number port notice provided in the original LSR.

18
19 Q. WHAT OTHER TYPES OF PROBLEMS WERE DISCOVERED AS BELLSOUTH
20 INVESTIGATED THE LIST OF NUMBERS WITH PORTING PROBLEMS AS
21 SUBMITTED BY AT&T?

22
23 A. One problem concerned a specific AT&T end user's inability to complete calls from an
24 office location and a cell phone to the end user's home number. The home telephone
25 number in question, which AT&T purports could not be reached from the office

1 telephone or cell phone, is assigned to an AT&T NPA/NXX code and therefore, had
2 never been a BellSouth end user. Thus, this telephone number would not have been
3 involved in any number porting from BellSouth's network to AT&T's network. The
4 number provided as the office telephone number is shown in the LNP database as having
5 been ported from an AT&T switch to an AT&T switch. Therefore, the call originates and
6 terminates in AT&T's switches and BellSouth is not involved. Several of the problems
7 provided in the list provided are similar to the one just described and cannot be a function
8 of any problems with BellSouth's process for handling number portability because the
9 end users were not served by BellSouth and were not ported from BellSouth's network to
10 AT&T's network.

11

12 Q. DID BELLSOUTH ATTEMPT TO INFORM AT&T OF ITS DISCOVERIES AS THE
13 INDIVIDUAL END USER PROBLEMS WERE INVESTIGATED?

14

15 A. Yes, BellSouth told AT&T about the problems resulting from AT&T's use of different
16 company codes on its LSRs from those company codes provided to the NPAC on a
17 conference call with Ms. Denise Berger and Mr. Greg Terry of AT&T on June 15, 2001.
18 During that conference call, BellSouth told AT&T that the porting problems due to the
19 inconsistent company codes could be eliminated if AT&T would correct its procedures.

20

21 Q. DID AT&T REVISE ITS PRACTICES TO CORRECT FOR THE PROBLEMS DUE
22 TO THE INCONSISTENT COMPANY CODES?

23

24 A. Not at first. Initially, AT&T did not make the necessary corrections to its processes and
25 continued to follow the same faulty practices, thus resulting in even more AT&T

1 customers with porting problems. On June 20, 2001, AT&T advised it was changing the
2 company code it had sent to NPAC to match the company code used on the LSRs sent to
3 BellSouth. However, since NPAC would not be reissuing any information as a result of
4 this, BellSouth asked AT&T to reissue LSRs to BellSouth to correct the outstanding
5 accounts. AT&T admitted that an AT&T work center representative was responsible for
6 using the incorrect company code on the NPAC notices and that the representative would
7 be trained on the correct process. Finally, on July 2, 2001, AT&T sent BellSouth a list of
8 all the numbers that had been incorrectly ported, along with the date when the company
9 code had been changed with NPAC and asked BellSouth to fix the accounts. BellSouth
10 manually handled these corrections for over 300 numbers that were incorrectly ported by
11 AT&T rather than continue to request LSRs from AT&T to correct the errors. Now that
12 BellSouth has manually made the corrections from AT&T's list, and assuming AT&T is
13 able to correct its internal process problem, porting problems due to inconsistent
14 company codes should be eliminated.

15

16 Q. ON PAGE 34 OF MS. BERGER'S TESTIMONY, SHE DESCRIBES THE
17 FUNCTIONALITY OF ZIPCONNECT OR "ODDBALL" CODES AS UTILIZED BY
18 BELLSOUTH. TO WHAT IS MS. BERGER REFERRING?

19

20 A. ZipCONNECT (sm) service uses BellSouth's AIN platform to perform specialized
21 routing of calls which allows a subscriber with multiple locations to advertise one
22 number for its service and route calls to different locations depending upon criteria such
23 as the time of day or the calling party's location.

24

25 The term "oddball codes" is not specifically defined by the FCC rules or Central Office

1 Code (NXX) Guidelines. However, North American Numbering Plan Administrator
2 (“NANPA”) and many industry members use the term to refer to NXX codes that are
3 considered throughout the industry as special use codes.
4

5 Q. DO YOU AGREE WITH MS. BERGER’S CHARACTERIZATION OF
6 ZIPCONNECT?
7

8 A. No. First of all, ZipCONNECT (sm) is in fact a BellSouth retail Advanced Intelligent
9 Network (“AIN”) based service, with changes and additions limited to only existing
10 BellSouth ZipCONNECT (sm) customers. BellSouth does not use ZipCONNECT (sm)
11 to support customer interface to any of its retail support centers. Regarding “oddball”
12 NPA/NXX codes, the NXX code that BellSouth uses for its end users’ access to support
13 services, such as BellSouth’s business offices and repair in Florida is the 780 NXX code.
14 BellSouth does not provide any retail customers service through the 780 NXX code. The
15 780 NXX code is for official use only. AT&T could allow its end users to dial both the
16 ZipCONNECT (sm) and BellSouth support center numbers by obtaining the correct
17 routing information from BellSouth for the areas in which AT&T wishes make such
18 available.
19

20 Q. MS. BERGER CONTENDS THAT BELLSOUTH HAS ASSIGNED RETAIL
21 CUSTOMERS TO THESE “ODDBALL” CODES, MAKING IT IMPOSSIBLE FOR
22 ALEC CUSTOMERS TO REACH BELLSOUTH CUSTOMERS WITHOUT COSTLY
23 ALEC TRUNKING ARRANGEMENTS. PLEASE COMMENT.
24

25 A. It appears that Ms. Berger is confusing “choke” network codes and porting procedures for

1 those numbers with the issues previously presented concerning the BellSouth support
2 numbers accessed via the 780 NXX code. "Choke" codes are used to reduce the
3 excessive load on the Public Switched Network when, for example, radio stations
4 broadcast a contest call-in number. Numbers in these codes are assigned to retail
5 subscribers, but the "choke" codes themselves are not portable, as agreed to by the
6 Southeast Operations Team (of which AT&T was a member) during the initial joint
7 planning of Service Provider Local Number Portability. The actual numbers behind the
8 "choke" codes, however, are portable and the necessary routing changes to point the
9 "choke" code to a different ALEC's switch can be coordinated between the company to
10 which a number will be ported and BellSouth. By not actually porting the "choke" code
11 itself, large quantities of queries to the LNP database by all carriers are eliminated, and
12 the ability to maintain the choke aspect of the code is maintained. If AT&T is not
13 allowing its end users to dial "choke" codes, it is only because AT&T has chosen to
14 block these calls or has not established the proper choke arrangements in its own
15 network.

16
17 Q. ON PAGES 38 OF MS. BERGER'S TESTIMONY, SHE STATES THAT
18 BELLSOUTH DOES NOT PROVIDE CALLING PARTY IDENTIFICATION DUE TO
19 THE LACK OF TEN DIGIT GLOBAL TITLE TRANSLATION ("GTT")
20 CAPABILITIES IN ITS SIGNALING SYSTEM 7 ("SS7") NETWORK. PLEASE
21 COMMENT.

22
23 A. BellSouth has been in the process of implementing ten-digit GTT since March 2001.
24 AT&T is aware of the implementation schedule. In fact, the southeast Florida area was
25 completed in May, 2001, the 904 Numbering Plan Area ("NPA") will be completed

1 August, 2001, and the remaining NPAs in Florida will be completed by November 2,
2 2001. It is unclear why AT&T raises this issue given that it has been resolved.

3

4 Q. ON PAGE 39 OF MS. BERGER'S TESTIMONY, SHE STATES THAT "BELLSOUTH
5 OFFERED THE CHOICE OF AN INTERIM SEMI-AUTOMATED SOLUTION OR A
6 MANUAL SOLUTION" TO THE PROBLEM. WHAT INTERIM SOLUTION DID
7 BELLSOUTH OFFER AT&T?

8

9 A. BellSouth offered AT&T an electronic solution, which was already being used by two
10 other ALECs. That solution would allow AT&T to send a file electronically containing
11 the names of its customers that AT&T wants added to BellSouth's Customer Name
12 ("CNAM") database. This interim solution was first offered to the Southeastern
13 Competitive Carrier Association ("SECCA"), of which AT&T is a member, in October
14 1999. Under the interim solution, AT&T could pass a file that would contain as many
15 names as it wanted to add to the CNAM database and the file would electronically update
16 the BellSouth CNAM database, using the same methodology that BellSouth uses to
17 update the database for its own end users.

18

19 Q. DID AT&T UTILIZE THE ELECTRONIC INTERFACE?

20

21 A. No, AT&T initially indicated it would use the process, but did not submit the necessary
22 paperwork to establish its account. Instead, AT&T insisted that BellSouth manually enter
23 customer names.

24

25 Q. WHAT PROCEDURE IS AT&T CURRENTLY USING IN FLORIDA TO UPDATE

1 THE CNAM DATABASE?

2

3 A. BellSouth developed an additional interim solution for AT&T in May 2001 that would
4 enable AT&T to pass a simple text file to BellSouth. BellSouth would then convert the
5 text file to the CNAM file format and load the names into the database. After all is said
6 and done, AT&T has utilized this process to load the names of only five (5) of its
7 customers in Florida even though it earlier insisted that BellSouth develop and implement
8 such a process for AT&T's use.

9

10 Q. ON PAGE 39, MS. BERGER STATES "AT&T WAS FORCED TO SEEK
11 ASSISTANCE FROM A REGULATORY BODY TO ORDER BELL SOUTH TO
12 PROMPTLY DEVISE A PERMANENT SOLUTION." PLEASE COMMENT.

13

14 A. Although AT&T filed a complaint with the Tennessee Regulatory Authority ("TRA")
15 about this issue on October 30, 2000, BellSouth began implementation of its ten-digit
16 GTT effort before AT&T filed its complaint, and had, in fact, already implemented an
17 interim solution with other ALECs. Software development for both the BellSouth AIN
18 Service Management System ("SMS") and the Service Control Point ("SCP") had been
19 completed, as well as initial system testing for both these elements before AT&T filed
20 their complaint. Lab testing for both elements was already scheduled to begin by the
21 middle of November 2000 when AT&T filed its complaint. BellSouth completed its
22 implementation of ten-digit GTT in Tennessee, including completion of the testing,
23 loading of the software in the SMS and the SCPs that handle Tennessee, and changing all
24 the appropriate GTTs for the Tennessee NPA/NXXs before the TRA issued its order that
25 required BellSouth to implement ten-digit GTT. The first NPA in Tennessee was

1 completed in late February 2001 and the final Tennessee NPA was completed March 26,
2 2001.

3

4 Q. ON PAGE 40 OF MS. BERGER'S TESTIMONY, SHE CLAIMS THAT AT&T IS AT
5 A COMPETITIVE DISADVANTAGE UNTIL BELLSOUTH COMPLETES ITS
6 IMPLEMENTATION OF TEN DIGIT GTT. IS THIS STATEMENT CORRECT?

7

8 A. Absolutely not. Apparently, AT&T has not always considered this situation to be a major
9 "competitive disadvantage", since it did not store any of its customers' names in any
10 CNAM database until the second half of 2000, in spite of the fact that AT&T began
11 porting numbers from BellSouth in late 1998. Because AT&T chose not to store
12 customer names in the CNAM database, even if BellSouth had implemented 10 Digit
13 GTT in 1998, the names of AT&T's customers would not have been delivered to
14 BellSouth Caller ID subscribers until the second half of 2000. AT&T has been provided
15 multiple interim solutions to load its end user information into the CNAM database,
16 which AT&T has chosen not to utilize in Florida. AT&T has used the second interim
17 process to store names in the BellSouth CNAM database, but only for an extremely
18 limited quantity of its customers.

19

20 Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

21

22 A. Yes.

23

24

25