

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF JERRY HENDRIX
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 981121-TP
5 December 16, 1998

6
7 **Q. PLEASE STATE YOUR NAME AND COMPANY NAME AND**
8 **ADDRESS.**

9
10 A. My name is Jerry Hendrix. I am employed by BellSouth
11 Telecommunications, Inc., as a Director in the Interconnection Services
12 Pricing Department. My business address is 675 West Peachtree
13 Street, Atlanta, Georgia, 30375.

14
15 **Q. ARE YOU THE SAME JERRY D. HENDRIX WHO FILED DIRECT**
16 **TESTIMONY IN THIS PROCEEDING?**

17
18 A. Yes.

19
20 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

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22 A. The purpose of my testimony is to address several issues that were
23 raised in Mr. Ron Martinez's and Mr. Joseph Gillan's, direct
24 testimonies, which were filed on behalf of MCImetro Access Services

25

1 Inc., (hereinafter referred to as "MCIm"), in this docket. Specifically, I
2 will address the following issues:

- 3 • MCIm's allegation that BellSouth required it to purchase T-1
4 circuits from the access tariff;
- 5 • MCIm's assertion that the combination of 4-wire DS1 loops and
6 DS1 interoffice dedicated transport does not recreate the
7 BellSouth service known as MegaLink®;
- 8 • MCIm's misinterpretation of the Commission's Order; and
- 9 • The inappropriateness of requesting BellSouth to refund monies to
10 MCIm for services that were ordered, and admitted to by MCIm,
11 out of the Access Services Tariff.

12

13 **MCIm's allegation that BellSouth required it to purchase T-1 circuits**
14 **from the access tariff**

15 **Q. WAS MCIM "FORCED TO PURCHASE T-1 CIRCUITS FROM**
16 **BELLSOUTH'S ACCESS TARIFF," AS ALLEGED BY MR.**
17 **MARTINEZ ON PAGE 6 OF HIS TESTIMONY?**

18

19 A. Absolutely not. MCIm did not have to purchase these services from
20 the Access Service Tariff. MCIm could have purchased unbundled 4-
21 wire DS1 loops and DS1 dedicated transport, at the rates and terms
22 contained in the MCIm/BellSouth Interconnection Agreement, and
23 combined these two unbundled elements in their collocation space.

24

25

1 Another solution that MCI could have used would have been to resell
2 a BellSouth retail service out of the BellSouth Private Line Service
3 tariff, such as MegaLink® Service.

4
5 MCI's assertion that the combination of 4-wire DS1 loops and DS1
6 interoffice dedicated transport does not recreate the BellSouth service
7 known as MegaLink®;

8 **Q. CAN BELLSOUTH'S RETAIL OFFERING KNOWN AS MEGALINK®**
9 **SERVICE BE USED FOR "OFF-NET" SERVICE AS DESCRIBED ON**
10 **PAGE 5 OF MR. MARTINEZ'S DIRECT TESTIMONY?**

11

12 A. Absolutely. Numerous BellSouth end users utilize MegaLink® Service
13 for "off-net" use. The reasons for using this "Private-Line" service are
14 numerous. Some customers wish to have a presence at a distant
15 location such as a branch bank. In this situation the bank utilizes the
16 same switch for both its internal and external network. I can't imagine a
17 bank that would not want to have the ability to go "off-net."

18

19 Another use for utilizing MegaLink® Service as an "off-net" service
20 would be for a business to wish to have a "virtual-presence" in a foreign
21 location. An industry that comes to mind that would utilize this type of
22 service would be automobile dealerships.

23

24 **Q. ON PAGE 9 OF HIS DIRECT TESTIMONY, MR. MARTINEZ STATES**
25 **THE COMBINATION OF A 4-WIRE DS1 LOOP AND DS1**

1 DEDICATED TRANSPORT DOES NOT "RECREATE" AN EXISTING
2 BELLSOUTH SERVICE. IS HE CORRECT?

3

4 A. No. Mr. Martinez is not correct in his assertion that a 4-wire DS1 loop
5 and DS1 dedicated transport does not "recreate" an existing BellSouth
6 retail service. Even though Mr. Martinez has tried to confuse the issue
7 by suggesting that because it is using this combination to provide "off-
8 net" service to its end users, what MCI is actually providing is a
9 dedicated transport service, the same as BellSouth's MegaLink®
10 service when the BellSouth end user elects to terminate his service at a
11 central office based service such as ESSX® service, Digital ESSX®
12 service, or MultiServ® service.

13

14 As described, and illustrated in Mr. Milner's direct testimony on page 6,
15 there is no difference between MCI's request for a combination of a
16 4-wire DS1 loop and DS1 dedicated transport and the BellSouth retail
17 service known as MegaLink® Service.

18

19 **MCI's misinterpretation of the Commission's Order**

20 Q. HAS THE COMMISSION "DETERMINED THAT THE RATE
21 CHARGED FOR A NETWORK ELEMENT COMBINATION SUCH AS
22 THE LOOP AND TRANSPORT COMBINATION" BE THE SUM OF
23 THE PRICES FOR THE INDIVIDUAL ELEMENTS AS ALLEGED BY
24 MR. GILLIAN ON PAGE 5 OF HIS DIRECT TESTIMONY, AND IN MR.
25 MARTINEZ'S TESTIMONY ON PAGE 7?

1 therefore, MCI is obligated to pay the rates and abide by the terms of
2 the Tariff. MCI's argument that it ordered these circuits via the
3 access tariff because they could not purchase UNEs is simply not true.

4

5 As I stated previously, MCI could just as well have purchased UNEs
6 and combined them in their collocation space, or they could have
7 purchased MegaLink® service, less the applicable resell discount.

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9 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

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11 **A. Yes.**

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