

1 BELLSOUTH TELECOMMUNICATIONS, INC.
2 REBUTTAL TESTIMONY OF W. KEITH MILNER
3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
4 DOCKET NO. 000731-TP
5 JANUARY 3, 2001
6

7 Q. PLEASE STATE YOUR NAME, YOUR BUSINESS ADDRESS, AND
8 YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS,
9 INC. ("BELLSOUTH").
10

11 A. My name is W. Keith Milner. My business address is 675 West
12 Peachtree Street, Atlanta, Georgia 30375. I am Senior Director -
13 Interconnection Services for BellSouth. I have served in my present
14 position since February 1996.
15

16 Q. ARE YOU THE SAME W. KEITH MILNER WHO EARLIER FILED
17 DIRECT TESTIMONY IN THIS DOCKET?
18

19 A. Yes.
20

21 Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY BEING
22 FILED TODAY?
23

24 A. I will respond to portions of the testimony of AT&T Communications of
25 the Southern States, Inc. and TCG South Florida (collectively "AT&T")

1 witnesses Bradbury, Lindemann, and Mills with respect to Issues 8, 14,
2 19-20, 23, and 25.

3

4 **Issue 8: What terms and conditions, and what separate rates if any,**
5 **should apply for AT&T to gain access to and use BellSouth facilities to**
6 **serve multi-unit installations?**

7

8 Q. WHAT IS YOUR UNDERSTANDING OF THE DISPUTE BETWEEN
9 AT&T AND BELL SOUTH REGARDING THIS ISSUE?

10

11 A. As I stated in my direct testimony, there are four parts to this issue.
12 First, AT&T wants this Commission to revisit an earlier decision that it
13 made when it determined that BellSouth would be allowed to create
14 the "access" terminal located between BellSouth's terminal and the
15 ALEC's terminal serving any particular garden apartment, and by
16 necessary extension, any high rise building. Second, assuming AT&T
17 convinces the Commission to revisit this issue in the first instance,
18 AT&T then wants to argue that it should have direct access to certain
19 sub-loop elements including network terminating wire (NTW) and intra-
20 building network cable (INC) (sometimes referred to as "riser cable")
21 without the use of the access terminal. That is, AT&T evidently thinks
22 that it, and presumably any other ALEC in the state, should have the
23 right to go into an equipment closet or some other place where
24 BellSouth has network facilities, and be able to tap into those facilities
25 directly rather than being required to use the access terminal that I

1 described above. The third part of this issue involves a dispute over
2 what sub-loop elements AT&T gets when AT&T purchases NTW. The
3 fourth sub-part deals with access to the so-called "first" NTW pair, an
4 issue that BellSouth believes settled but which AT&T nonetheless
5 raises.

6
7 Q. HAS THIS COMMISSION ADDRESSED THE ISSUE OF AN ACCESS
8 TERMINAL IN BOTH THE CASE OF GARDEN APARTMENTS AND
9 HIGH RISE BUILDINGS?

10
11 A. Yes. As I stated in my direct testimony, this Commission has
12 considered the issue of access to the sub-loop element referred to as
13 NTW in the arbitration proceedings between BellSouth and MediaOne
14 in Docket No. 990149-TP and denied MediaOne direct access to NTW
15 and required an access terminal to be placed between BellSouth's
16 network and MediaOne's network. The access terminal gives
17 MediaOne the access to NTW it desires without reducing network
18 reliability and security. BellSouth believes the underlying issues here
19 (that is, providing an ALEC unbundled access to INC while preserving
20 network reliability and security) are the same as were addressed in the
21 MediaOne arbitration cited above. This Commission determined that
22 MediaOne and others could gain access to unbundled NTW (UNTW)
23 without reducing network security and reliability by adopting
24 BellSouth's proposed form of access.

1 BellSouth believes the use of access terminals as ordered by this
2 Commission gives ALECs the requested access to unbundled sub-loop
3 elements while still maintaining network reliability and security in the
4 case of both garden apartments and high rise buildings. Such access
5 should apply to all sub-loop elements, including access to INC.

6
7 Q. BEGINNING ON PAGE 3 OF HIS TESTIMONY, MR.
8 LINDEMANN STATES THAT "BELLSOUTH CONTINUES TO
9 ARGUE THAT AT&T SHOULD HAVE ACCESS TO INSIDE
10 WIRE BY MEANS OF A SUPERFLUOUS INTERMEDIATE
11 'ACCESS TERMINAL'." HE THEN REFERS TO EXHIBIT RL-1
12 THAT SHOWS AT&T'S POSITION REGARDING WIRING
13 CLOSET AND GARDEN TERMINAL SCENARIOS. PLEASE
14 COMMENT.

15
16 A. Mr. Lindemann's statement and AT&T's position, that he
17 references as Exhibit RL-1, are most interesting. For example,
18 Exhibit RL-1 depicts a Wiring Closet scenario and a Garden
19 Terminal scenario which clearly shows the "Access CSX
20 Provided by BST". This is the access terminal that BellSouth
21 believes gives ALECs appropriate access to unbundled sub-
22 loop elements. The note at the bottom of the diagram explains
23 that "CSX" stands for "cross-connect". His own drawing also
24 shows BellSouth's terminal (which he labels as "BST CSX
25 Provided by BST") as well as the terminals of other ALECs

1 (which he labels as "ALEC 1 CSX Provided by ALEC" and
2 "ALEC 2 CSX Provided by ALEC"). Thus, I believe it to be
3 entirely clear that even Mr. Lindemann, on behalf of AT&T,
4 advocates the use of the access terminal for access to
5 unbundled sub-loop elements.

6
7 Q. ON PAGE 4 OF HIS TESTIMONY, MR. LINDEMANN REFERS
8 TO EXHIBITS RL-2 AND RL-3, BOTH OF WHICH PERTAIN TO
9 BELL SOUTH'S POSITION FOR ACCESS TO UNTW AND
10 NTW, AND ALLEGES THAT THEY ARE INCONSISTENT
11 WITH EACH OTHER ON SOME PARTS. PLEASE COMMENT.

12
13 A. The two exhibits Mr. Lindemann references appear to be
14 consistent with each other as to BellSouth's proposal and
15 position for access to unbundled sub-loop elements, which is
16 consistent with this Commission's requirements as set forth in
17 the MediaOne Order.

18
19 Q. ON PAGE 4 OF HIS TESTIMONY, MR. LINDEMANN STATES THAT
20 "BELL SOUTH'S PROPOSAL IS UNNECESSARY, INEFFICIENT,
21 COSTLY, AND IT DISCRIMINATES AGAINST THE ALECS."
22 PLEASE COMMENT.

23
24 A. I disagree with Mr. Lindemann. The fact remains that this
25 Commission's requirements in the MediaOne Order should be adhered

1 to by all parties including BellSouth and AT&T. As to Mr. Lindemann's
2 contention that an access terminal is now "unnecessary", apparently
3 this Commission agreed that such an access arrangement was, in fact,
4 necessary. It did so after hearing BellSouth's concerns over the
5 impact of direct access to sub-loop elements by ordering BellSouth to
6 construct a single point of interconnection, which I believe to be the
7 access terminal, in cases where one does not exist.

8
9 Further, with direct access, BellSouth would be at AT&T's and other
10 ALECs' mercy to tell BellSouth how, when, where, and the amount of
11 BellSouth's facilities that were being used. As I stated in my direct
12 testimony, the bottom line is that such uncontrolled access to these
13 sub-loop elements would have a totally debilitating effect on
14 BellSouth's ability to maintain accurate cable inventory records. It
15 would be simply impossible for BellSouth to ever have an accurate
16 record of its facilities if every ALEC in the state had direct access to
17 these facilities.

18
19 Q. MR. LINDEMANN, ON PAGE 5 OF HIS TESTIMONY, STATES THAT
20 BELL SOUTH'S PROPOSAL WOULD ALWAYS REQUIRE THE
21 PRESENCE OF A BELL SOUTH TECHNICIAN, AT ALEC EXPENSE,
22 WHEN THE ALEC PROVIDES SERVICE. IS THIS TRUE?

23
24 A. No. BellSouth will pre-wire pairs upon request which would obviate the
25 need to have a BellSouth technician dispatched each time AT&T wants

1 access to a given end user customer.

2

3 Q. IN DESCRIBING BELLSOUTH'S PROVISION OF UNTW TO ALECS
4 AND ITS OWN USE, MR. LINDEMANN STATES "FIRST, THE ALEC
5 MUST PAY BELLSOUTH EVERY TIME BELLSOUTH SENDS A
6 TECHNICIAN TO PROVISION AN INSIDE WIRE PAIR FOR THE
7 ALEC". PLEASE COMMENT.

8

9 A. There is no need to dispatch a BellSouth technician each time the
10 ALEC connects its service to end users in a given MDU if the ALEC
11 has requested pre-wiring of a sufficient number of pairs during the
12 initial installation. Only the ALEC can determine what it considers to
13 be a sufficient number of pairs. If, instead of pre-wiring pairs, AT&T
14 elects to request pairs on a "pay as you go" basis, BellSouth is entitled
15 to recover the costs associated with such dispatches.

16

17 Q. HOW CAN THE ALEC REDUCE CHARGES FOR PROVISIONING
18 PAIRS?

19

20 A. As Mr. Lindemann correctly states, on page 5 of his testimony, that
21 "the ALEC could reduce these charges by ordering 'available' inside
22 wire pairs to every unit in the building, but it then must pay BellSouth a
23 monthly charge for each pair, whether it has a customer for that pair, or
24 not". It's simply a case of paying a minimum charge initially as
25 opposed to paying a potentially greater charge for provisioning later

1 on.

2

3 I would like to make another point relative to the issue of AT&T
4 reducing its costs. AT&T incorrectly states that it must dispatch to
5 rewire the network interface unless BellSouth surrenders its first pair of
6 NTW. This is untrue. Typically, jacks accommodate two different
7 telephone lines (that is, they contain four pins, two of which are
8 connected to the first pair while the other two pins are connected to the
9 second pair). Assuming AT&T requests and is provided with the
10 second pair, all that would be necessary for end user connectivity is a
11 simple "splitter" jack which the end user would plug into any existing
12 telephone jack. The "splitter" jack is in a "Y" configuration. Thus, with
13 the "splitter" plugged into the wall telephone jack, the end user could
14 simply plug a telephone into either Line 1 (BellSouth) or Line 2 (AT&T).
15 This "splitter" jack is a very simple, inexpensive device that is used
16 today by BellSouth to enable customers to pick and choose between
17 two lines at any particular jack location. Dispatching is unnecessary
18 when all that is required is end user access to a pre-provisioned line
19 provided on the second pair of NTW by AT&T. As a point of interest, I
20 recently purchased a "splitter" from Radio Shack for just over \$7.00
21 that allows a customer to connect two single-line telephone devices to
22 either of two phone lines. I believe that if I could purchase this "splitter"
23 at a retail cost of just over \$7.00, then an ALEC such as AT&T should
24 be able to purchase a significant amount of "splitters" at wholesale for
25 a fraction of the unit cost of \$7.00 which I paid.

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The use of such a "splitter" would obviate the need to rearrange inside wire. The first NTW pair is extended to one jack on the "splitter" and the second NTW pair is extended to a second jack on the "splitter". Thus, an end user customer could simply plug a telephone into one jack or the other and thus be connected to the service provider of the customer's choosing.

Q. ON PAGE 6 OF HIS TESTIMONY, MR. LINDEMANN INDICATES THAT "OBTAINING TWO INSIDE WIRE PAIRS TO EACH UNIT IN AN MDU (IF THEY ARE AVAILABLE) DOUBLES THE MONTHLY COST TO THE ALEC, REGARDLESS OF WHETHER IT HAS ANY CUSTOMERS". PLEASE COMMENT.

A. This is purely a function of doing business. AT&T ignores the fact that BellSouth pays the costs associated with equipment installed and in service as well as for equipment installed but not yet in service. In most cases today, for example, BellSouth installs six-pair NTW even though some users may only order one line. The same conceptual considerations apply to AT&T; that is incurring costs upfront in order to reduce or eliminate possible future costs that are higher.

Q. MR.LINDEMANN, ON PAGE 6 OF HIS TESTIMONY, STATES "FINALLY, BELLSOUTH'S PROPOSAL DOES NOT INCLUDE A NETWORK INTERFACE DEVICE (NID). THEREFORE, UNLESS

1 BELL SOUTH PROVIDES ACCESS TO THE "FIRST" PAIR (THE PAIR
2 CONNECTED TO LINE 1 OF THE INSIDE WIRE WITHIN A GIVEN
3 UNIT), THE ALEC MUST UNDERTAKE THE TASK OF LOCATING
4 THE "FIRST" JACK WITHIN THE UNIT – THE POINT AT WHICH
5 BELL SOUTH'S FACILITIES ENTER THE UNIT". PLEASE
6 COMMENT.

7
8 A. As an alternative to installing its own NID, BellSouth has offered the
9 option to have BellSouth install a NID for AT&T's use with its requested
10 NTW pairs instead of AT&T dispatching a technician to do the work.
11 To date, AT&T has not requested BellSouth to install the NID. I would
12 note, however, that the practice of using the "first jack" as the
13 demarcation point instead of a NID is a common practice and fully
14 compliant with all state and federal regulations.

15
16 Obviously, BellSouth's own technicians must routinely determine the
17 demarcation point (the "first jack" in some cases) to determine whether
18 the end user customer should be billed for any changes or repairs to
19 inside wire at the customer's premises. Far from being a significant
20 task as implied by Mr. Lindemann, BellSouth's technicians are adept at
21 determining the likely entrance point to the individual customer's
22 premises and quickly locating the demarcation point. I believe that
23 AT&T's technicians are or could easily become equally adept.

24
25 Q. ON PAGE 7 OF HIS TESTIMONY, MR. LINDEMANN INDICATES

1 THAT BELLSOUTH'S INITIAL PROPOSAL PUTS ALECS AT AN
2 ENORMOUS COMPETITIVE DISADVANTAGE AND STATES "FIRST,
3 THE ALEC MUST ARRANGE AND PAY FOR THE DISPATCH OF A
4 BELLSOUTH TECHNICIAN TO REARRANGE THE INSIDE WIRE".
5 IS THIS TRUE?

6
7 A. No. BellSouth will charge for provisioning UNTW just as BellSouth will
8 charge for provisioning of any of its services. If the ALEC at the initial
9 provisioning of UNTW requests pre-wiring of spare pairs, then a
10 dispatch of a BellSouth technician is not necessary each time the
11 ALEC wishes to connect service to its end users. Furthermore, only an
12 initial entry to a customer's premises would be required to install the
13 NID if the ALEC requests BellSouth to install a NID.

14
15 BellSouth has discussed with AT&T and other ALECs the use of a new
16 style of NID that allows the end user customer to connect the inside
17 wire to the loop facilities of either or both of two service providers. One
18 such device is the Siecor INI 200 device manufactured by Siecor
19 Corporation. The use of a device such as the INI 200 allows wiring
20 flexibility such that the end user could have one line provided by
21 BellSouth and a second line provided by an ALEC such as AT&T.
22 Alternatively, the Siecor INI 200 may be wired such that both first and
23 second lines are both provided by either BellSouth or by an ALEC such
24 as AT&T. Doing so would obviate the need for a service provider to
25 visit the end user customer's premises after the initial installation of this

1 type of jack.

2

3 Q. CONTINUING ON IN HIS DISCUSSION FROM ABOVE, MR.
4 LINDEMANN STATES "SECOND, UNLESS BELL SOUTH IS WILLING
5 TO GIVE ALECS ACCESS TO THE FIRST INSIDE WIRE PAIR AT
6 THE SPOI, AN ALEC TECHNICIAN MUST LOCATE THE FIRST
7 JACK IN THE UNIT AND REARRANGE THE WIRING THERE".
8 PLEASE COMMENT.

9

10 A. Mr. Lindemann is mistaken. BellSouth will allow AT&T access to any
11 NTW pair including the so-called "first" NTW pair unless the end user
12 will continue to receive service from BellSouth over that first NTW pair.
13 Further, if AT&T has difficulty in locating the demarcation point for
14 whatever reason, BellSouth will, as an alternative, locate the
15 demarcation point in the unit as well as rearrange wiring upon AT&T's
16 request.

17

18 Q. MR. LINDEMANN IMPLIES THAT THE ABOVE TASKS ARE
19 UNNECESSARY AND SERVE NO USEFUL PURPOSE. HE STATES
20 "AS I WILL EXPLAIN BELOW, ALEC TECHNICIANS ARE FULLY
21 CAPABLE OF REARRANGING INSIDE WIRE WITHOUT
22 DISRUPTING OTHER CUSTOMERS' SERVICE OR OTHERWISE
23 HARMING BELL SOUTH'S FACILITIES". WHAT IS BELL SOUTH'S
24 POSITION?

25

1 A. As capable as AT&T's technicians may be, BellSouth is entitled to
2 protection of its network and even more importantly, to protect the
3 quality of service BellSouth provides to its customers, both its end user
4 customers as well as other local service providers who are BellSouth's
5 customers. AT&T's technicians could, intentionally or unintentionally,
6 disrupt the service provided by BellSouth to its end user customers or
7 the service provided by other ALECs using BellSouth's UNTW. The
8 FCC requires that "each carrier must be able to retain responsibility for
9 the management, control, and performance of its own network." (First
10 Report and Order 96-325, ¶ 203) AT&T's proposal strikes at the heart
11 of this provision and, if allowed, would render BellSouth incapable of
12 managing and controlling its network in the provision of service to its
13 end user customers. Clearly, the adoption of AT&T's proposal stands
14 at odds with the FCC's rules.

15
16 Further, BellSouth would be completely reliant on AT&T self-reporting
17 how many pairs it uses. Any other ALEC could likewise use pairs and
18 would have to let BellSouth know that it was doing in order for
19 BellSouth to recover its costs. How AT&T believes accurate records of
20 inventory and current status (that is, in use, spare, or defective) would
21 be maintained is a mystery. In reality, such accurate records could not
22 be kept, thus denying BellSouth any reasonable control over its
23 property and inevitably leading to service disruptions.

24
25

1 **Issue 14: What coordinated cutover process should be implemented to**
2 **ensure accurate, reliable, and timely cutovers when a customer changes**
3 **local service from BellSouth to AT&T?**

4
5 Q. BEGINNING ON PAGE 4 OF HIS TESTIMONY, MR. MILLS
6 SUGGESTS THAT BELL SOUTH'S HOT CUT PROCESS IS
7 INADEQUATE AND UNLESS IT IS MODIFIED, IT WILL RESULT IN
8 AN INCREASED NUMBER OF MISSED APPOINTMENTS WHICH
9 WILL ULTIMATELY IMPACT THE CUSTOMER. PLEASE
10 COMMENT.

11
12 A. First, BellSouth categorically denies AT&T's assertion that BellSouth's
13 procedures for hot cuts are inadequate. BellSouth uses a very detailed
14 process for conversion of live local service and uses these same
15 procedures across the region for all ALECs with a high level of
16 success.

17
18 BellSouth has a proven hot cut process that ensures a smooth
19 conversion with Local Number Portability (LNP) with minimum end
20 user service interruption. BellSouth's current process provides for:
21 pre-service testing to ensure that both the BellSouth wiring is correct
22 as well as the wiring and translations of the receiving ALEC; pre-due
23 date and pre-conversion confirmation to ensure that both parties are in
24 agreement on the cut date and time as well as other necessary
25 provisioning information; a completion notice to the ALEC to allow for

1 acceptance testing and number porting; and a jeopardy notice in the
2 event a conversion cannot be accomplished by the confirmed date or
3 time.

4

5 As to missed appointments increasing to the point of impacting the
6 customer, this would occur if either service provider (that is, AT&T or
7 BellSouth) fails to follow a rational and consistent process for
8 converting live service. However, BellSouth does not agree that this is
9 the norm nor has BellSouth exhibited a pattern of failure that has
10 resulted in the level of service outage alleged to have been
11 experienced by AT&T end users.

12

13 Q. ON PAGE 12 OF HIS TESTIMONY, MR. MILLS IMPLIES THAT
14 BELL SOUTH'S FIRM ORDER CONFIRMATION (FOC) DOES NOT
15 PROVIDE AT&T WITH A COMMITMENT FROM BELL SOUTH THAT
16 THE HOT CUT WILL BE PERFORMED AT THE REQUESTED DUE
17 DATE OR TIME. PLEASE COMMENT.

18

19 A. BellSouth provides two options to AT&T that I believe allow AT&T the
20 flexibility to meet AT&T's business needs. With the first option, AT&T
21 can set a time for a loop conversion by ordering and paying for time
22 specific order coordination. With this option, BellSouth commits to use
23 best efforts to complete the conversion as specified by AT&T at the
24 ordered time and by the offered date. If unforeseen circumstances
25 such as facility shortages, weather, acts of God, manpower shortages,

1 and the like, occur during the provisioning process which may cause
2 the date or time of the conversion to be in jeopardy, BellSouth notifies
3 AT&T as soon as the jeopardy is identified to allow AT&T to respond to
4 its customer as appropriate. This commitment is the same
5 commitment that BellSouth provides to its own end users when
6 establishing order due dates and provides AT&T with not only a
7 meaningful opportunity to compete but also provides the same
8 opportunity for successful due date performance as is provided to a
9 BellSouth end user.

10

11 However, If AT&T elects not to order via the first option (that is, time
12 specific order coordination) AT&T may request order coordination from
13 BellSouth. This second option provides for BellSouth and AT&T to
14 mutually agree on the conversion time, or window of time, 24 to 48
15 hours in advance of the conversion. Again, if unforeseen
16 circumstances occur that may jeopardize BellSouth's ability to perform
17 the conversion, BellSouth notifies AT&T as soon as the jeopardy is
18 identified.

19

20 **Q. MR. MILLS EXPRESSES CONCERNS THAT BELL SOUTH DOES**
21 **NOT PERFORM CERTAIN LOOP FACILITY OR CONNECTING**
22 **FACILITY ASSIGNMENT (CFA) CHECKS AFTER RECEIPT OF THE**
23 **LOCAL SERVICE REQUEST (LSR) BUT PRIOR TO THE ISSUANCE**
24 **OF A FOC WHICH RENDERS THE FOC USELESS BECAUSE AT&T**
25 **HAS NO ASSURANCE THAT LOOP FACILITIES WILL BE**

1 AVAILABLE ON THE DAY OF THE CUTOVER. PLEASE COMMENT.

2

3 A. It is AT&T's responsibility to assign and maintain the CFA database.
4 BellSouth has no way of verifying AT&T's CFA information at the time
5 of receiving AT&T's LSR. BellSouth agrees that in most cases there
6 should not be a clarification or reject notification after it sends the FOC
7 to the ALEC. However, there are certain situations where a
8 clarification or reject notification is appropriate. One such example is
9 the situation where AT&T gives BellSouth inaccurate CFA information
10 via AT&T's LSR to BellSouth. BellSouth has no way of verifying
11 AT&T's CFA information at the time of receiving AT&T's LSR. At the
12 time any such errors are discovered, which is often when BellSouth's
13 mechanized assignment systems recognize that the CFA information
14 provided is in error (a process always performed after the FOC is
15 delivered to the ALEC), such clarification or reject notifications are
16 appropriate. In this case, the cause of the clarification or reject
17 notification is the result of AT&T's error rather than BellSouth's error.

18

19 Q. FURTHER ON PAGE 12 OF HIS TESTIMONY, MR. MILLS
20 SUGGESTS THAT IF PROBLEMS ARISE DURING THE PROCESS
21 AFTER BELL SOUTH HAS ISSUED THE FOC, BELL SOUTH SENDS
22 A CLARIFICATION NOTICE TO AT&T INSTEAD OF A JEOPARDY
23 NOTICE AND AS SUCH, THIS DOES NOT ALLOW FOR A
24 SUFFICIENT TIME TO CORRECT PROBLEMS AND MEET THE
25 CUSTOMER'S DUE DATE AND TIME. PLEASE COMMENT.

1

2 A. A clarification and new due date are required when the CFA is not
3 vacant because BellSouth is not in control of knowing which CFA
4 AT&T would like to assign and is not in control of when AT&T will
5 respond to the notice. When errors are discovered during the process,
6 if BellSouth were to simply place AT&T's order in jeopardy status, the
7 net effect would be to delay the completion of other ALECs' orders
8 since BellSouth would have to keep resources scheduled and
9 committed during the time it takes for AT&T to correct its problem.

10

11 Q. MR. MILLS CONTENDS THAT BELL SOUTH DOES NOT PROVIDE
12 AT&T WITH 48 HOURS NOTICE THAT ALL ENGINEERING AND
13 CENTRAL OFFICE WORK HAS BEEN COMPLETED. PLEASE
14 COMMENT.

15

16 A. BellSouth performs the necessary pre-conversion tests 24 to 48 hours
17 in advance of cutover. BellSouth notifies AT&T if during the pre-
18 conversion testing if either AT&T dial tone or Automatic Number
19 Announcement Circuit (ANAC) tests have failed and need to be
20 corrected by AT&T.

21

22 Q. ON PAGE 13 OF HIS TESTIMONY, MR. MILLS STATES THAT
23 BELL SOUTH OFTEN CLOSES ORDERS WITHOUT PROPERLY
24 NOTIFYING AT&T BY CALLING THE IMPLEMENTATION CONTACT
25 NUMBER PROVIDED ON THE LSR TO INDICATE THAT ALL

1 REQUESTED WORK IS COMPLETE. FURTHER, BELL SOUTH
2 STILL DOES NOT FOLLOW THE AGREED UPON PROCESS. IS HE
3 CORRECT?

4
5 A. No. BellSouth properly utilizes the implementation contact number to
6 report hot cut completion. This has been confirmed by BellSouth staff
7 reviews. BellSouth has found through observation that often when
8 BellSouth calls to report the completion, the caller is transferred to
9 voice mail. Additionally, BellSouth has found that hot cut completion
10 information has not been recorded by AT&T personnel.

11
12 Q. ON PAGE 19 OF HIS TESTIMONY, MR. MILLS INDICATES THAT
13 BELL SOUTH HAS NOT OFFERED TO CHANGE ITS PROCESS
14 REGARDING LOOP FACILITY CHECK AND CFA CHECK. PLEASE
15 COMMENT.

16
17 A. AT&T was evidently not aware that they had access to loop make-up
18 information that provides them the facility check they are seeking. This
19 was made known to them on December 12, 2000, during contract
20 negotiations.

21
22 Q. MR. MILLS EXPRESSES CONCERNS OVER BELL SOUTH'S
23 ISSUANCE OF A CLARIFICATION NOTICE INSTEAD OF A
24 JEOPARDY NOTICE. PLEASE COMMENT.

25

1 A. BellSouth believes that, with the implementation of access to Loop
2 Facility Assignment Control System (LFACS) for pre-ordering CFA
3 check, BellSouth and AT&T have reached agreement on contract
4 language that resolves this issue.

5
6 Q. ON PAGE 30 OF HIS TESTIMONY, MR. MILLS SUGGESTS THAT
7 WHILE OBSERVING THE GEORGIA PUBLIC SERVICE
8 COMMISSION'S (GPSC'S) DATA RECONCILIATION TRIAL, AT&T
9 FOUND THAT BELL SOUTH IS UNABLE TO MEET AT&T'S TIME
10 SPECIFIC CUT REQUIREMENTS. DO YOU AGREE?

11
12 A. No. BellSouth disagrees that the GPSC's hot cut data reconciliation
13 trial has determined that either BellSouth's data or performance is
14 inadequate. The process has only revealed that AT&T has raised
15 operational issues that were not part of the original hot cut process that
16 the parties documented in previous testimony. AT&T wants Bellsouth
17 to call just prior to the start of the conversion. Bellsouth stated that this
18 would delay the conversion and cause additional issues (for example,
19 what happens if BellSouth cannot reach AT&T to inform AT&T of the
20 start?). Again, I believe this issue has been resolved recently during
21 the negotiations process.

22

23

24

25

1 **Issue 19: When AT&T and BellSouth have adjoining facilities in a**
2 **building outside BellSouth's central office, should AT&T be able to**
3 **purchase cross-connect facilities to connect to BellSouth or other ALEC**
4 **networks without having to collocate in BellSouth's portion of the**
5 **building?**

6
7 Q. ON PAGE 32 OF HIS TESTIMONY, MR. MILLS STATES THAT AT&T
8 SHOULD BE ALLOWED TO CONNECT ITS FACILITIES TO
9 BELLSOUTH AND OTHER ALECS WHEN BELLSOUTH AND AT&T
10 OCCUPY THE SAME BUILDING. PLEASE COMMENT.

11
12 A. As I stated in my direct testimony, AT&T's proposal has the effect of
13 expanding the definition of premises beyond that which is required by
14 the FCC regulations or that which is necessary. AT&T simply wishes
15 to take advantage of its former corporate ownership of BellSouth.
16 BellSouth's agreement to AT&T's terms would cause BellSouth to
17 provide AT&T with more favorable treatment than to other local service
18 providers. AT&T has suggested that it use cross connects between its
19 equipment in AT&T's premises with BellSouth's equipment in the
20 BellSouth central office. The type building AT&T is referring to might
21 be thought of as a condominium arrangement because AT&T's part
22 and BellSouth's part adjoin each other and sometimes have special
23 conduits or other structures between the two parts. However, AT&T's
24 part of the building is not part of BellSouth's premises. So what AT&T

1 is really asking for is a new form of interconnection which only AT&T
2 could use since only BellSouth and AT&T have this situation.

3
4 The recent decision by the United States Court of Appeals for the
5 District of Columbia Circuit (Argued February 2, 2000, Decided March
6 17, 2000, No. 99-1176) addressed the issue of ILEC obligations to
7 provide co-carrier cross-connects and adjacent collocation and held
8 that ILECs are required to provide collocation so long as that
9 collocation was on the ILEC's premises.

10
11 The Court further stated that Section 251(c)(6) only requires that the
12 ILECs reasonably provide space for "physical collocation of equipment
13 necessary for interconnection or access to unbundled network
14 elements at the premises of the local exchange carrier, nothing more."

15
16 Even if the FCC were to find that co-carrier cross-connects are
17 "necessary for interconnection or access to unbundled network
18 elements", it is clear to me that such a requirement that BellSouth
19 provide co-carrier cross-connects is limited to the situation where an
20 ALEC such as AT&T is collocated within the BellSouth premises. My
21 understanding of the Circuit Court's decision in no way creates a
22 requirement that BellSouth provide AT&T with cross-connects in lieu of
23 other forms of interconnection between AT&T's network and
24 BellSouth's network.

1 **Issue 20: Is conducting a statewide investigation of criminal history**
2 **records for each AT&T employee or agent being considered to work on**
3 **a BellSouth premises a security measure that BellSouth may impose on**
4 **AT&T?**

5
6 Q. ON PAGE 36 OF HIS TESTIMONY, MR. MILLS STATES THAT THE
7 REQUIREMENT FOR CRIMINAL BACKGROUND CHECKS IS
8 "EXCESSIVE, UNREASONABLE AND DISCRIMINATORY.
9 ESSENTIALLY, BELL SOUTH WOULD REQUIRE ALL OF AT&T'S
10 FIELD TECHNICIANS TO UNDERGO A COMPLETE CRIMINAL
11 BACKGROUND CHECK SINCE ANY SUCH TECHNICIAN MAY BE
12 CALLED UPON TO WORK IN OUR COLLOCATION SPACE AT
13 ANYTIME." DOES BELL SOUTH INSIST THAT AT&T PERFORM
14 SECURITY CHECKS OF ALL ITS EMPLOYEES AS SUGGESTED BY
15 MR. MILLS?

16
17 A. No. BellSouth is indifferent to the security measures and background
18 checks AT&T makes for its employees to access its own buildings.
19 However, BellSouth is rightly concerned for proper security measures
20 and background criminal checks for those of AT&T's employees for
21 which AT&T wants unescorted access to BellSouth's premises. If
22 AT&T doesn't want to perform background criminal checks of all of its
23 employees, it need only check those of its employees it wants admitted
24 to BellSouth's premises.

25

1 Q. ON PAGE 36 OF HIS TESTIMONY, MR. MILLS STATES "THE
2 CRIMINAL BACKGROUND CHECK PROPOSED BY BELL SOUTH
3 DOES NOTHING TO LIMIT OR RESTRICT A WORKER FROM
4 HARMING OR DAMAGING PROPERTY." DO YOU AGREE?
5

6 A. No. Criminal background checks are a reasonable way to prevent
7 known criminals from even being in a place where they could cause
8 harm or damage to BellSouth's or an ALEC's network. Mr. Mills'
9 suggestion is sort of like saying that preventing known bank robbers
10 from entering banks does not lessen the risk that a bank will be
11 robbed.
12

13 Q. MR. MILLS, ON PAGE 37 OF HIS TESTIMONY, STATES "AT&T IS
14 WILLING TO PROVIDE INDEMNIFICATION FOR LOSS OR DAMAGE
15 THAT OCCURS TO BELL SOUTH'S PROPERTY AT A BELL SOUTH
16 PREMISE AS A RESULT OF THE ACTIVITIES OF AN AT&T
17 EMPLOYEE OR CONTRACTOR." PLEASE COMMENT.
18

19 A. AT&T's offer to indemnify BellSouth for bodily injury or property
20 damage is not sufficient in light of the asset at risk. Indemnification is
21 an after the fact solution. By requiring criminal background
22 investigations, BellSouth is seeking to protect the consumer and other
23 ALECs up front from the incumbent risks.
24

25 Q. ON PAGE 37 OF HIS TESTIMONY, MR. MILLS QUOTES THE FCC'S

1 ADVANCED SERVICES ORDER AT PARAGRAPH 46 AND
2 SUGGESTS THAT BELL SOUTH HAS IMPOSED DISCRIMINATORY
3 SECURITY REQUIREMENTS ON AT&T THAT IT DOES NOT
4 IMPOSE ON ITSELF. IS HE CORRECT?

5

6 A. No. ILECs such as BellSouth are entitled under the FCC's order to
7 "impose reasonable security arrangements to protect their equipment
8 and ensure network security and reliability." Advanced Services Order
9 at paragraph 46. That is all BellSouth's policy is meant to do.
10 BellSouth believes a simple reading of today's newspaper headlines is
11 sufficient to underscore the public's need for secure, reliable
12 communications. BellSouth's security policies are a reasonable
13 balance between giving ALECs unfettered access to BellSouth's
14 premises while maintaining network reliability and security.

15

16 **Issue 23: Has BellSouth provided sufficient customized routing in**
17 **accordance with State and Federal law to allow it to avoid providing**
18 **Operator Services/Directory Assistance ("OS/DA") as a UNE?**

19

20 Q. ON PAGE 38 OF HIS TESTIMONY, MR. BRADBURY ASSERTS
21 "FROM A PRACTICAL STANDPOINT, THE CUSTOMIZED ROUTING
22 ARCHITECTURE PROPOSED BY BELL SOUTH MUST BE FULLY
23 IMPLEMENTABLE AND AVAILABLE IN EVERY END OFFICE
24 WHERE TECHNICALLY FEASIBLE." DO YOU AGREE?

25

1 A. No. Mr. Bradbury would blithely demand that BellSouth spend money
2 to equip each and every one of its end office switches for customized
3 routing on the chance that AT&T might someday order customized
4 routing. BellSouth has no obligation to spend its money in such a way.
5 If, on the other hand, AT&T requests customized routing in each and
6 every end office switch, BellSouth will gladly fulfill AT&T's request.

7
8 Q. ON PAGE 38 OF HIS TESTIMONY, MR. BRADBURY ASSERTS
9 THAT BELL SOUTH IS REQUIRED TO PROVIDE A CUSTOMIZED
10 ROUTING SOLUTION THAT CAN BE IMPLEMENTED IN A VERY
11 SHORT PERIOD OF TIME AND THAT IS CAPABLE OF
12 SUPPORTING BOTH BRANDED AND UNBRANDED RESPONSES
13 TO CUSTOMERS' CALLS. PLEASE RESPOND.

14
15 A. Mr. Bradbury makes liberal use of the term "requirement" which I read
16 to imply a legal obligation. Notwithstanding my disagreement with Mr.
17 Bradbury's statement as to what BellSouth is required to do regarding
18 customized routing, BellSouth's customized routing solutions can be
19 provisioned promptly and can handle both branded and unbranded
20 responses to end users' calls. AT&T need only place an order with
21 BellSouth for customized routing and BellSouth will provide it.

22
23 Q. ON PAGE 39 OF HIS TESTIMONY, MR. BRADBURY STATES
24 "BELL SOUTH HAS PROPOSED LINE CLASS CODE SOLUTION
25 AND AN INTELLIGENT NETWORK ("AIN") SOLUTION FOR

1 CUSTOMIZED ROUTING. THE PROPOSED AIN SOLUTION HAS
2 BEEN PROMISED BY BELL SOUTH FOR SEVERAL YEARS. TO
3 DATE, BELL SOUTH HAS NOT DELIVERED ON ITS PROMISE." DO
4 YOU AGREE?

5
6 A. Absolutely not. Both the LCC method and the AIN method are
7 available today. The LCC method is available to ALECs in addition to
8 BellSouth's AIN version and both have been tested and proved
9 workable. If AT&T wants to use the LCC method, it merely needs to
10 order it. Insofar as tests are concerned, AT&T itself participated in
11 cooperative testing of BellSouth's AIN method for customized routing
12 in 1997. Later BellSouth offered to do a trial of the AIN method in
13 Louisiana yet not one ALEC, not even AT&T, showed the slightest
14 interest in being part of that trial. It is thus surprising to me that Mr.
15 Bradbury faults BellSouth for AT&T's unwillingness to use BellSouth's
16 AIN solution which AT&T itself, in the first round of arbitrations, said it
17 wanted. As with the LCC method, if AT&T wants to use the AIN
18 method, it merely needs to order it.

19
20 Q. MR. BRADBURY FURTHER STATES "THAT TRIAL [THAT IS, THE
21 JOINT BELL SOUTH/AT&T TESTING OF THE AIN SOLUTION]
22 IDENTIFIED CALL SETUP PROBLEMS THAT INCREASED POST-
23 DIALING DELAY TO APPROXIMATELY ONE SECOND FOR
24 OPERATOR SERVICE CALLS AND TWO SECONDS FOR
25 DIRECTORY ASSISTANCE CALLS. " DO YOU AGREE?

1

2 A. No. First of all, post dialing delay is the time between when the end
3 user finishes dialing and when the customer is informed (via ringing
4 signal, busy tone or the like) of the call's progress. All switching
5 systems take some time to translate the dialed digits, select an
6 appropriate trunk group and the like, and all these functions contribute
7 to post dialing delay. So, post dialing delay is not a consequence of
8 BellSouth's AIN customized routing solution. With the AIN solution, a
9 computer database is queried during call processing to determine the
10 ALEC's preferred routing for a particular end user. This database
11 query takes time and thus adds a small incremental bit of post dialing
12 delay to the overall processing of the call. Second, BellSouth believes
13 the post dialing delay will be only about one second. Third, if AT&T is
14 concerned with even that small an amount of post dialing delay, AT&T
15 can simply request the Line Class Code method and thereby eliminate
16 its concerns for post dialing delay.

17

18 Q. ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY CLAIMS THAT
19 THE AIN DATABASE QUERY SHOULD BE PERFORMED BY THE
20 END OFFICE SWITCH RATHER THAN BY BELLSOUTH'S AIN
21 TANDEM SWITCH (AIN "HUB"). WHY DID BELLSOUTH CHOOSE
22 TO PERFORM THE DATABASE QUERY FROM THE AIN HUB
23 RATHER THAN FROM EACH AND EVERY END OFFICE SWITCH?

24

25 A. The AIN method of customized routing allows the use of the AIN "hub"

1 concept, which yields several advantages as follows:

- 2 ● Allows the use of appropriate AIN "triggers" for all call types
3 rather than only a limited set of call types.
- 4 ● Allows even those end office switches that are not AIN-capable
5 to use the AIN customized routing solution.
- 6 ● Optimizes the use of trunk groups by allowing the carriage of
7 customized routing traffic over common trunk groups between
8 the end office and the AIN hub.

9

10 Thus, the AIN hubbing arrangement allows the use of the AIN method
11 in all switches, even those that are not AIN capable. Also, the AIN
12 hubbing arrangement allows some sharing of common trunk groups
13 that other ALECs have stated they prefer.

14

15 Q, ON PAGE 40 OF HIS TESTIMONY, MR. BRADBURY ALLEGES
16 THAT THE AIN SOLUTION IS INEFFICIENT BECAUSE IT
17 BYPASSES THE INTELLIGENCE OF THE SWITCH AND REQUIRES
18 EVERY SINGLE CALL TO QUERY THE DATABASE FOR ROUTING
19 INSTRUCTIONS. IS HE CORRECT?

20

21 A. No. Mr. Bradbury appears to be generally attacking the use of AIN.
22 He asserts that AIN was not intended to support normal call routing
23 and does not work well for high-volume based calling. He is wrong. I
24 would note that on-line databases are used millions of times a day for
25 determining whether or not to honor long distance calling cards and for

1 determining the calling name to be displayed on an end user's
2 telephone, just to name a couple of applications. These are certainly
3 high volume calling applications and they are accomplished via AIN
4 solutions. No one seriously claims that these functions should be (or
5 even could be) accomplished by putting that intelligence into each and
6 every single switch in the network. Indeed, flexibility of call routing was
7 the driving motivation for AIN in the first place. Similarly, BellSouth's
8 AIN method for customized routing puts relevant information into an
9 on-line database for use during call processing. This allows ALECs
10 including AT&T great flexibility in determining how to handle the calls
11 from specific end users.

12

13 Q. ON PAGE 41 OF HIS TESTIMONY, MR. BRADBURY TURNS HIS
14 ATTENTION TO THE LINE CLASS CODE METHOD FOR
15 CUSTOMIZED ROUTING AND STATES "WHILE LINE CLASS
16 CODES HAVE BEEN USED TO PERFORM CUSTOMIZED
17 ROUTING, BELL SOUTH HAS NOT YET PROVIDED SUFFICIENT
18 INFORMATION SUCH AS ORDERING INSTRUCTIONS AND
19 SUPPORTING DOCUMENTATION TO AT&T FOR EACH OF THE
20 CUSTOMIZED ROUTING OPTIONS THAT BELL SOUTH MUST
21 PROVIDE." PLEASE COMMENT.

22

23 A. I am perplexed by his statement. First Mr. Bradbury admits, "...line
24 class codes have been used to perform customized routing...." This
25 suggests to me that he agrees that the Line Class Code method works

1 for customized routing. But the second part of his statement is that
2 "...BellSouth has not yet provided sufficient information such as
3 ordering instructions and supporting documentation to AT&T for each
4 of the customized routing options that BellSouth must provide."
5 BellSouth has provided AT&T with a proposed contract language
6 addition for procedures for selective routing. (Attachment 7, Section
7 3.20 et seq.) This proposed language will provide specific ordering
8 procedures and documentation as requested by AT&T. However, as
9 even Mr. Bradbury admits, AT&T and BellSouth tested the Line Class
10 Code method back in 1997. Despite that testing, he claims there
11 remain certain outstanding issues. Regardless whether there may be
12 any outstanding issues or not, what I believe to be obvious is that If
13 AT&T wants the Line Class Code method of customized routing
14 because AT&T prefers it over the AIN method, AT&T should simply
15 order the Line Class Code method which is and has long been
16 available to it.

17
18 Q. ON PAGES 42-43 OF HIS TESTIMONY, MR. BRADBURY STATES
19 "BELLSOUTH MUST BE ABLE TO ROUTE OS/DA CALLS USING
20 EXISTING TANDEM ARCHITECTURE." IS HE CORRECT?

21
22 A. No. BellSouth has no obligation to route AT&T's operator services and
23 directory assistance traffic differently than BellSouth routes its own
24 operator services and directory assistance traffic. I am unaware of any
25 requirement that BellSouth route an ALEC's operator services and

1 directory assistance traffic via tandem. Further, that is not how
2 BellSouth routes its own operator services and directory assistance
3 traffic. Instead, BellSouth uses direct trunk groups between
4 BellSouth's end office switches and BellSouth's operator services and
5 directory assistance platforms. However, BellSouth will provide
6 unbundled tandem switching to AT&T and AT&T can use that
7 capability as it chooses, subject only to the technical capabilities of the
8 tandem switch.

9

10 **Issue 25: What procedure should be established for AT&T to obtain**
11 **loop-port combinations (UNE-P) using both Infrastructure and Customer**
12 **Specific Provisioning?**

13

14 Q. ON PAGE 18 OF HIS TESTIMONY, MR. BRADBURY SUGGESTS
15 THAT THERE BE A TWO-PART PROCESS FOR THE
16 PROVISIONING OF CUSTOMIZED ROUTING. DO YOU AGREE?

17

18 A. Yes. The first part entails the establishment of required switch
19 translations and trunk groups for the end offices in which the ALEC
20 requests customized routing. This is the "infrastructure provisioning"
21 for customized routing. During this part, BellSouth would establish the
22 Line Class Codes (LCCs) that control the routing as requested by the
23 ALEC as well as any associated trunk groups. Mr. Bradbury refers to
24 this as establishing the "footprint". This part would be required
25 whether AT&T served one or any quantity of end users in a given

1 BellSouth end office switch. Once this part is completed, the second
2 part of the provisioning process is possible. This part is the "customer
3 specific provisioning" for customized routing. During this second part,
4 the ALEC would send its individual LSRs for the particular end users
5 that it will serve in a given BellSouth end office switch within the pre-
6 established footprint.

7
8 Q. WHAT IS YOUR UNDERSTANDING OF THE DISAGREEMENT
9 BETWEEN BELL SOUTH AND AT&T REGARDING ISSUE 25?

10
11 A. There are two parts to the dispute. The first part concerns whether
12 BellSouth has provided to AT&T sufficient information such that AT&T
13 will know how to prepare its orders for customized routing. BellSouth's
14 witness Pate will address this part of the dispute. The second part of
15 the dispute concerns the meaning of what the FCC meant by "one set
16 of routing instructions" as it used that phrase in paragraph 224 of its
17 Second Louisiana Order (issued in response to BellSouth's second
18 application for in-region interLATA authority). BellSouth's
19 understanding is that the FCC's Order requires BellSouth to determine
20 the correct Line Class Codes to use in response to an LSR for a given
21 end user only if the ALEC has a single routing plan for all of its
22 customers. While BellSouth reads the FCC's Order to mean that (for
23 BellSouth to be responsible for determining the proper LCC to use on a
24 given LSR) AT&T must have a single routing plan for all its customers
25 in BellSouth's nine-state region, BellSouth is willing to consider a given

1 state, such as Florida, as the boundary for satisfying the "single routing
2 plan" situation. AT&T apparently believes the footprint may be as
3 small as a metropolitan area. See Mr. Bradbury's testimony beginning
4 on Line 4 of Page 21.

5
6 Q. WHAT IS YOUR UNDERSTANDING OF THE FCC'S SECOND
7 LOUISIANA ORDER AS IT RELATES TO ISSUE 25?

8
9 A. I believe the FCC was trying to establish a requirement that
10 BellSouth's competitors (such as AT&T) have the ability to create a
11 default assignment of routing plans for their end users as does
12 BellSouth. When a BellSouth retail customer orders service, BellSouth
13 defaults the customer to BellSouth's own branded operator services
14 and directory assistance. BellSouth believes that AT&T is asking
15 BellSouth to create a situation where AT&T too can have a default for
16 its customers. That is what the footprint does. AT&T informs
17 BellSouth of how calls from AT&T's end users served by a BellSouth
18 switch are to be routed unless AT&T informs BellSouth otherwise. For
19 example, AT&T could tell BellSouth that all of AT&T's customers
20 should be routed to an AT&T OS/DA platform, unless otherwise
21 instructed. Alternatively, AT&T could decide to tell BellSouth to route
22 all of AT&T's traffic, unless otherwise instructed, to an unbranded
23 BellSouth OS/DA platform. If this is what AT&T really wants, then
24 BellSouth only has two issues. The first is to set the level at which
25 such instructions have to be given. That is, will this default plan only

1 apply to the region as a whole, on a state-by-state basis, or perhaps on
2 a different level? I will speak to this more in a moment. Second, once
3 the appropriate level for applying the default is determined, AT&T has
4 to tell us what the default will be.

5
6 Q. ON PAGE 23 OF HIS TESTIMONY, MR. BRADBURY ASSERTS
7 THAT "BELLSOUTH WISHES TO LIMIT AT&T TO ONLY ONE
8 CUSTOMIZED OS/DA ROUTE, APPARENTLY FOR THE ENTIRE
9 NINE-STATE REGION. IS HE CORRECT?

10
11 A. Mr. Bradbury is incorrect. AT&T is free to have as many different
12 routing plans as it wants within the technical limitations of the switches
13 themselves. The dispute regards which party (that is, BellSouth or
14 AT&T) is responsible for determining which LCCs are to be used for a
15 given LSR in cases where the ALEC has more than one routing plan
16 for its end users. In its Second Louisiana Order, the FCC stated that if
17 an ALEC informed an ILEC of its single set of routing instructions, that
18 the ILEC rather than the ALEC could determine the appropriate LCC to
19 use in for a given LSR. Following is the FCC's statement in paragraph
20 224 of its Louisiana II order:

21
22 "We agree with BellSouth, that a competitive LEC must tell
23 BellSouth how to route its customers' calls. If a competitive
24 LEC wants all of its customer calls routed in the same way, it
25 should be able to inform BellSouth, and BellSouth should be

1 able to build the corresponding routing instructions into its
2 systems just as BellSouth has done for itself. If, however, a
3 competitive LEC has more than one set of routing instructions for
4 its customers, it seems reasonable and necessary for BellSouth
5 to require the competitive LEC to include in its order an indicator
6 that will inform BellSouth which selective routing pattern to use.”
7 [Emphasis added]

8
9 BellSouth has no problem with the FCC's position, provided a single
10 routing instruction is given as the default. In cases where the default
11 routing plan is not to be used for a particular end user, AT&T must
12 inform BellSouth (via the LSR) which routing pattern is to be used.

13
14 Q. WHAT SPECIFIC INPUT DOES AT&T NEED TO PROVIDE TO
15 BELLSOUTH?

16
17 A. As I discussed in my direct testimony, first, AT&T needs to inform
18 BellSouth of how BellSouth is to “map” or route AT&T’s customers to
19 AT&T’s choice of handling (branded, unbranded, etc.). Second, AT&T
20 needs to inform BellSouth of the geographic scope of AT&T’s default
21 routing plan (region, state, LATA, etc.) so BellSouth can construct the
22 required translations tables. In Mr. Bradbury’s testimony, he indicates
23 that the geographic scope of the default routing plan should be at
24 AT&T’s option such as, by metropolitan area, or by state. In paragraph
25 224 of the FCC’s Second Louisiana Order, it states that if an ALEC has

1 more that one set of routing instructions for all its customers, it would
2 be appropriate for BellSouth to require the ALEC to include in the
3 ALEC's order an indicator that would inform BellSouth which
4 customized routing pattern to use. This would imply application on a
5 region-wide basis. Thus, BellSouth believes the FCC intended for an
6 ALEC to have a default routing plan for the entire region. However, as
7 I stated earlier, BellSouth is willing to allow a given state to serve as
8 the default routing plan footprint. That is, AT&T could elect a given
9 default routing plan for Florida and a different default routing plan for
10 Alabama. However, to be as granular as to establish routing patterns
11 for each BellSouth end office (an alternative AT&T apparently reserves
12 for itself), must surely be "more than one set of routing instructions". In
13 addition, having different default routing plans for each central office
14 would not be practical as BellSouth has more than 1,600 central offices
15 across its nine-state region.

16
17 **Q. HAS AT&T GIVEN BELL SOUTH A DEFAULT ROUTING PLAN FOR**
18 **AT&T's CUSTOMERS?**

19
20 **A. No.** The testimony of Mr. Bradbury is ample proof that AT&T has still
21 not done so. Instead of committing to a single routing plan as
22 contemplated by the FCC's Order, AT&T still insists that routing
23 decisions (and thus assignment of Line Class Codes) is situational.
24 Mr. Bradbury suggests that AT&T will decide on a routing pattern by
25 metropolitan area, or by state, at AT&T's option. Thus, it is clear that

1 even now AT&T has no single default routing plan that it can or will
2 convey to BellSouth that is instructive of how certain customers are to
3 be handled. So AT&T wants BellSouth to read AT&T's mind and
4 assign Line Class Codes correctly. This is simply not possible. If
5 AT&T will commit to the single default routing plan contemplated by the
6 FCC in its Second Louisiana Order and informs BellSouth of its routing
7 plan, then and only then can BellSouth correctly assign Line Class
8 Codes on AT&T's orders.

9
10 Q. SUPPOSE AT&T DECIDES THAT THE ENTIRE STATE OF FLORIDA
11 IS ITS "FOOTPRINT" AND INFORMS BELLSOUTH THAT AS
12 BELLSOUTH RECEIVES LSRs FOR AT&T's CUSTOMERS IN
13 FLORIDA, AT&T's CUSTOMERS' OS/DA CALLS SHOULD BE
14 ROUTED TO AT&T's PLATFORM. WILL BELLSOUTH KNOW HOW
15 TO PROCESS AT&T's LSRs WITHOUT AT&T INDICATING THE
16 CORRECT LINE CLASS CODE TO USE?

17
18 A. Yes. BellSouth will have built the proper switch translations (including
19 LCCs) in its switches along with any required trunk groups. At the time
20 the LSR is sent to BellSouth for a particular AT&T end user, BellSouth
21 will know the correct LCC to use.

22
23 Q. IN THAT SAME SITUATION, SUPPOSE AT&T DECIDES THAT FOR
24 A PARTICULAR END USER WITHIN ITS FOOTPRINT, THE
25 CUSTOMER'S OS/DA CALLS SHOULD BE SENT TO BELLSOUTH'S

1 PLATFORM INSTEAD OF TO AT&T's PLATFORM. WILL
2 BELLSOUTH KNOW HOW TO PROCESS AT&T's LSR WITHOUT
3 AT&T INDICATING THE CORRECT LINE CLASS CODE TO USE?
4

5 A. No. While the routing that AT&T desires for a particular end user in
6 this case is possible (assuming that AT&T had previously requested
7 and BellSouth had built LCCs and associated trunk groups for these
8 "exception" orders), only AT&T knows when it wants the default to
9 apply (that is, the footprint is used) versus when it wants the exception
10 to apply (that is, the exception routing plan). AT&T is free to have a
11 default routing plan and as many different exception routing plans as it
12 wants (within the technical limits of the switches). For the default
13 routing plan, AT&T need not instruct BellSouth of which set of LCCs to
14 use. However, for end users for which AT&T desires that exception
15 routing plans be used, AT&T must inform BellSouth of which set of
16 LCCs to use.
17

18 Q. ON PAGE 32 OF HIS TESTIMONY, MR. BRADBURY STATES THAT
19 BELLSOUTH PROVIDES NO PROCESSES FOR ELECTRONIC
20 ORDERING OF CUSTOMIZED ROUTING FOR SPECIFIC END
21 USERS. IS HE CORRECT?
22

23 A. No. Let me make clear however that here I am not discussing the
24 initial establishment of the default footprint (the so-called infrastructure
25 provisioning step). Instead, I am discussing the situation where AT&T

1 has previously requested and BellSouth has provided required LCCs
2 and associated trunk groups. Then, AT&T sends its LSR for a given
3 end user and does not denote on its LSR that any exception routing is
4 to be used (that is, the default routing plan is to be used). BellSouth's
5 electronic ordering processing for ALECs' orders can handle this
6 situation. BellSouth completed work and installed changes in its
7 electronic gateway on November 18, 2000. This is referred to as
8 Change Request EDI 020900 that was incorporated into Release 8.0.
9 Despite an admittedly confusing memorandum sent to ALECs on
10 October 11, 2000, the change was made on November 18, 2000, as
11 had been previously scheduled.

12
13 Q. ON PAGE 34 OF HIS TESTIMONY, MR. BRADBURY STATES THAT
14 YOU HAD PERSONALLY ISSUED A MEMORANDUM DIRECTING
15 THAT THE DECISION BE REVERSED. HE ATTACHES A PORTION
16 OF THE TRANSCRIPT FROM THE ARBITRATION HEARING IN
17 GEORGIA. PLEASE COMMENT.

18
19 A. Mr. Bradbury mischaracterizes what I said. In his testimony he says
20 that I had personally issued a memo directing that the decision (that is,
21 the decision to drop Change Request EDI 020900 from Release 8.0).
22 That is not correct. What I said during the Georgia hearing was "The
23 first thing I did when I came in to work that morning and found that
24 memo [that is, the memorandum attached to Mr. Bradbury's testimony
25 as Page 3 of Exhibit JMB-7] was to find the people that had written that

1 memo and had them in my office and had them retract that to show
2 that the line class code method would be available." See page 6 of
3 Exhibit JMB-6 attached to Mr. Bradbury's testimony. That was and is a
4 true statement. The point of the clarification I sought via the second
5 memorandum was to ensure ALECs that the LCC method of
6 customized routing would be available even once BellSouth introduced
7 the so-called Originating Line Number Screening (OLNS) branding
8 method. The next statement I made during the Georgia hearing was
9 "And I immediately set about making sure that the people doing the
10 software upgrades [that is, Change Request EDI 020900 in Release
11 8.0] did not divert their attention and move that out of release 8.0."
12 BellSouth and I were in fact successful in keeping EDI 020900 as part
13 of Release 8.0 and that software was successfully loaded and made
14 available to ALECs on November 18, 2000.

15
16 Q. REGARDING THE ELECTRONIC ORDERING CAPABILITY
17 PROVIDED WITH CHANGE REQUEST EDI 020900, ON PAGE 36 OF
18 HIS TESTIMONY, MR. BRADBURY STATES "THUS, BELL SOUTH
19 PLANS TO PROVIDE ONLY A VERY LIMITED TRIAL VERSION OF
20 THE PRODUCTION FUNCTIONALITY THAT WAS CANCELLED." IS
21 HE CORRECT?

22
23 A. BellSouth stands ready to implement as large a customized routing
24 footprint as AT&T desires and the software upgrades included in
25 Change Request EDI 020900 can accommodate such. To date,

1 however, AT&T's self-imposed footprint is very small. Mr. Bradbury's
2 statement on page 36 of his testimony that no ALEC other than AT&T
3 can use the electronic ordering capability provided is misleading. No
4 other ALEC has requested that BellSouth provide it the LCC method
5 for customized routing, thus no customized routing footprint exists for
6 any ALEC other than AT&T. The same capability as is available to
7 AT&T for the electronic processing of its LSRs is available to every
8 other ALEC. Upon request, BellSouth will establish any ALEC's
9 customized routing default footprint reflecting that ALEC's choices for
10 treatment of its end users' OD/DA calls. Then BellSouth can handle
11 that ALEC's LSRs for its end users on an electronic basis just as
12 BellSouth can do for AT&T.

13
14 On page 36 of his testimony, Mr. Bradbury suggests that this
15 Commission order BellSouth to provide AT&T with an ordering
16 capability that will allow AT&T to place individual customer orders
17 electronically without the need to place LCCs or other indicators on its
18 LSRs where only a single routing plan exists in a given footprint area.
19 In fact, BellSouth is already providing such functionality with the
20 software upgrades put in place on November 18, 2000.

21
22 **Q. WHAT DOES BELLSOUTH PROPOSE TO RESOLVE THIS ISSUE?**

23
24 **A. BellSouth asks this Commission to affirm that it has met its**
25 requirements for providing customized routing and that BellSouth is not

1 required to provide operator services and directory assistance as
2 unbundled network elements at cost based rates.

3

4 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

5

6 A. Yes.

7

8