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February 12, 2003

VIA FEDERAL EXPRESS

Mrs. Blanca S. Bayo
Director, Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

Re: Complaint of AT&T Communications of the Southern
States, LLC, Teleport Communications Group, Inc., and
TCG South Florida For Enforcement of Interconnection
Agreements with BellSouth Telecommunications, Inc.
Docket No. 020919-TP

Dear Mrs. Bayo:

Enclosed is an original and fifteen copies of AT&T's Motion to Strike BellSouth's "Extrinsic" Testimony and AT&T Brief Supporting AT&T's Motion to Strike BellSouth's "Extrinsic" Evidence on behalf of AT&T Communications of the Southern States, LLC, Teleport Communications Group, Inc., and TCG South Florida.

Please stamp two (2) copies of the Motion and Brief in the usual manner and return to us via our envelope.

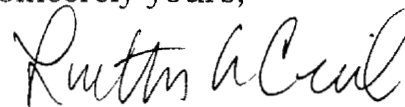
If you have any questions, please do not hesitate to contact me at 404-888-7437.

RECEIVED & FILED

A.V.N.
FPSC-BUREAU OF RECORDS

Enclosure(s)

Sincerely yours,



Loretta A. Cecil

DOCUMENT NUMBER-DATE

01427 FEB 12 8

FPSC-COMMISSION CLERK

GEORGIA / NORTH CAROLINA / SOUTH CAROLINA / VIRGINIA / WASHINGTON, D.C.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re:)	Docket No. 020919-TP
AT&T Communications of the)	
Southern States, LLC, Teleport)	Filed: February 12, 2003
Telecommunications Group, Inc.,)	
And TCG South Florida for)	
Enforcement of Interconnection)	
Agreements with BellSouth)	
Telecommunications, Inc.)	

AT&T'S MOTION TO STRIKE BELL SOUTH'S "EXTRINSIC" TESTIMONY

AT&T of the Southern States, LLC, Teleport Communications Group, Inc. and TCG of the Carolinas, Inc. (collectively "AT&T"), in accordance with Rule 28-106.204(3), Florida Administrative Code, hereby move the Commission to strike all "extrinsic" testimony filed by BellSouth Telecommunications, Inc. ("BellSouth") regarding the terms of the Interconnection Agreements executed by AT&T and BellSouth which are the subject of AT&T's Complaint in this proceeding. In support thereof, AT&T has attached its Brief in support of this Motion and respectfully shows the Commission as follows:¹

1. On August 26, 2002, AT&T filed its Complaint in this proceeding alleging that BellSouth had breached, and continues to breach, its obligation to charge AT&T local reciprocal compensation rates for the transport and termination of all "Local Traffic," including all "LATAwide

¹ As required by Rule 28-106.204(3), Florida Administrative Code, BellSouth was advised in advance of AT&T's filing of this motion.

DOCUMENT NUMBER DATE

01427 FEB 12 8

FPSC-COMMISSION CLERK

Traffic,” in accordance with the terms of two interconnection agreements² entered into by AT&T and BellSouth pursuant to Section 252 of the Telecommunications Act of 1996, 47 U.S.C. §252, and approved by this Commission.

2. In its Complaint, AT&T relied only upon the express contractual provisions of the Interconnection Agreements to support its allegation that BellSouth had breached, and continues to breach, its obligation to charge AT&T local reciprocal compensation rates for the transport and termination of all “Local Traffic,” including all “LATAwide Traffic.”

3. AT&T relied upon the express contractual provisions of the Interconnection Agreements because (a) both Interconnection Agreements

² The two interconnection agreements at issue in this proceeding are described further herein. The first interconnection agreement was executed by AT&T and BellSouth and approved by the Commission on June 19, 1997, Order No. PSC-97-0724-FOF-TP (“First Interconnection Agreement”). First Interconnection Agreement was effective June 10, 1997 and was set to expire three years from its effective date. However, there was a “retroactivity” provision included in Section 2.3 of First Interconnection Agreement (“Retroactivity Provision”) which provided that in the event First Interconnection Agreement expired before AT&T and BellSouth had executed another “follow-on” or “second” interconnection agreement, or before the Commission had issued its arbitration order in a “follow-on” or “second” arbitration, that the terms subsequently agreed to by the Parties or so ordered by the Commission in any “follow-on” or “second” arbitration, would be “retroactive” to the day following expiration of First Interconnection Agreement. Subsequently, a “second” interconnection agreement was executed by AT&T and BellSouth and approved by the Commission on December 7, 2001, Order No. PSC-01-2357-FOF-TP (“Second Interconnection Agreement”), with an effective date “as of” October 26, 2001. AT&T will refer to First Interconnection Agreement and Second Interconnection Agreement collectively herein as the “Interconnection Agreements.” Although the “extrinsic” testimony filed by BellSouth to which AT&T objects addresses the terms of Second Interconnection Agreement, by virtue of the Retroactivity Provision of First Interconnection Agreement, such “extrinsic” testimony also applies to First Interconnection Agreement.

contain "entire agreement" or "integration" provisions³ which provide that the Interconnection Agreements constitute the "entire agreement" between the Parties, superceding any "prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth therein," and (b) the express contract provisions of the Interconnection Agreements are clear and unambiguous regarding BellSouth's obligation to charge AT&T local reciprocal compensation rates for the transport and termination of all "Local Traffic," including all "LATAwide Traffic," thus making it inappropriate under applicable law, for AT&T to rely upon any "extrinsic" evidence to support its allegation that BellSouth had breached, and continues to breach, its obligation to charge AT&T local reciprocal compensation rates for the transport and termination of all "Local Traffic," including all "LATAwide Traffic."

4. Consistent with the express contractual provisions of the Interconnection Agreements and applicable law, in its Complaint AT&T made no allegations regarding any "prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral

³ The "entire agreement" or "integration" provision in First Interconnection Agreement is found in Section 22.10 thereof which states: "This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supercedes any prior agreements, representations, statements, negotiations, understandings, proposals, or undertakings, oral or written, with respect to the subject matter expressly set forth herein." The "entire agreement" or "integration" provision in Second Interconnection Agreement is found in Section 24.9 thereof and is identical in all respects to the above "entire agreement" or "integration" provision found in Section 22.10 of First Interconnection Agreement.

or written,” or other “extrinsic” evidence regarding the history of the negotiations between the Parties or “what the Parties intended” when they negotiated and executed the express contract provisions in the Interconnection Agreements.

5. On September 20, 2002, BellSouth filed its Answer to AT&T’s Complaint and failed to assert any “extrinsic” defense, affirmative or otherwise, regarding the history of the negotiations between the Parties or “what the Parties intended” when they negotiated and executed the express contract provisions in the Interconnection Agreements. To the contrary, in its Answer, BellSouth specifically stated:

“The [P]arties’ interconnection agreement specifically states that calls originated or terminated through switched access arrangements are not included with the ‘LATAwide’ local traffic definition set forth in the same paragraph of the Agreement. Consequently, AT&T is not entitled to lower reciprocal compensation rates for such traffic. To conclude otherwise would effectively **erase the express language of the negotiated agreement** and give AT&T a benefit greater than the bargain it agreed to.”⁴

Thus summarized, the only defense raised by BellSouth in its Answer, was the proverbial “the agreement speaks for itself” defense. In this respect, BellSouth raised no defense in its Answer regarding the “intent” of the Parties, or the “understanding” of the Parties, or any “discussions” of the Parties.

⁴ BellSouth Answer at Pages 1-2. Emphasis Added.

6. Taking BellSouth at its word that the express contractual provisions of the Interconnection Agreements governed the dispute between the Parties, on January 15, 2003, AT&T filed the Direct Testimony of Jeffrey A. King in support of its Complaint. Mr. King's Direct Testimony relies upon the express contractual provisions of the Interconnection Agreements to establish that BellSouth is obligated to charge AT&T local reciprocal compensation rates for the transport and termination of all "Local Traffic," including all "LATAwide Traffic." Appropriately, nowhere in Mr. King's Direct Testimony did Mr. King discuss the history of the negotiations between the Parties or "what the Parties intended" when they negotiated and executed the express contract provisions in the Interconnection Agreements.

7. On January 15, 2003, BellSouth filed the Direct Testimony of Elizabeth R. A. Shiroishi. Contrary to BellSouth's Answer, the vast majority of Ms. Shiroishi's testimony discusses the history of the negotiations between the Parties and "what the Parties intended" when they negotiated and executed the express contract provisions in the Interconnection Agreements. For example, in response to the question "WHAT IS THE PURPOSE OF YOUR TESTIMONY?," Ms. Shiroishi testifies:

" . . . it was BellSouth's intent at the time it entered into the Agreement, that calls originated or terminated via switched access arrangements would not be included within the definition of "Local Traffic"⁵

⁵ Shiroishi Direct Testimony, Page 2 at lines 6-8. Emphasis Added.

8. Additionally, in response to the request “Please Discuss The Change In Language That The Parties Negotiated[,]” Ms. Shiroishi testifies:

“BellSouth originally proposed that the exclusion language read ‘except for those calls that are originated and terminated through switched access arrangements as established by the ruling regulatory body.’ After discussion around what was meant by the ‘the ruling regulatory body,’ the Parties modified the words to read ‘except for those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC.’ ***In the course of these discussions, the Parties discussed the fact that this reference was to be the switched access arrangements that are offered to purchase through each Party’s switched access tariffs, which are approved by the State Commission (for intrastate switched access) or the FCC (for interstate switched access.)***”⁶

9. Contrary to Ms. Shiroishi’s testimony set forth above regarding such “discussions” of the Parties, there are no provisions in the Interconnection Agreements that the language “except for those calls that are originated or terminated through switched access arrangements as established by the State Commission or FCC” meant “switched access arrangements” that are offered through each Party’s “switched access tariffs.” Rather, this is Ms. Shiroishi’s “revisionist” history (which is based on “extrinsic” evidence) which she included in her testimony because the express contract provisions of the Interconnection Agreements are as otherwise set forth in Mr. King’s Direct Testimony. Because there is no ambiguity in the express contract provisions of the Interconnection

⁶ *Id.* at Page 7 at lines 9-18. Emphasis Added.

Agreements, AT&T should not be required to rebut Ms. Shiroishi's "revisionist" testimony.

10. Another example of Ms. Shiroishi inappropriate "extrinsic" testimony, is her response to the following Question: ***"Was It The Intent Of The Parties To Include As Local Traffic Minutes That Originated Or Terminated Through Switched Access Arrangements?"***

Answer: "Absolutely not. The exclusion was specifically written in order to exclude from the definition of local traffic calls that are considered switched access under tariff. ***As stated above, we had extensive discussion about the exclusion of traffic that originated or terminated through switched access arrangements. In the course of those discussions we drew diagrams on the whiteboard and discussed the role of switched access arrangements as outside the definition of local traffic. I was very surprised when AT&T informed BellSouth of its position on the definition of local traffic since we had specific discussions about the exclusion.***"⁷

11. In addition to the foregoing, Ms. Shiroishi's Direct Testimony is replete with other examples of inappropriate "extrinsic" testimony. Attached hereto as Exhibit 1, and incorporated herein by this reference, is a copy of Ms. Shiroishi's Direct Testimony. For the Commission's convenience, AT&T has underlined on Exhibit 1 those portions of Ms. Shiroishi's Direct Testimony which contain inappropriate "extrinsic" testimony.

⁷ *Id.* at Pages 7- 8 at lines 24-25 and 1-6. Emphasis Added.

12. Regarding the use of such testimony, allowing any such "extrinsic" testimony would be inconsistent with the Answer filed by BellSouth on September 20, 2002.

13. The Interconnection Agreement is governed by Georgia law.⁸

14. Accordingly, consistent with applicable Georgia law, the attached brief filed in support of this Motion, and to protect AT&T's due process rights in this proceeding, the Commission should strike those portions of Ms. Shiroishi's Direct Testimony which are underlined on Exhibit 1.

WHEREFORE, AT&T requests the Commission to:

(a) strike those portions of BellSouth's Direct Testimony filed by Ms. Shiroishi which are underlined on Exhibit 1.

(b) grant AT&T such further relief as it deems just and appropriate.

Respectfully submitted this 12th day of February , 2003.

By: 

Loretta A. Cecil, Esq., FL Bar No. 358983
Attorney for AT&T of the Southern States, LLC,
Teleport Communications
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⁸ In Section 24.6.1 of the Interconnection Agreement, the parties agreed that "the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Georgia... except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect."

CERTIFICATE OF SERVICE

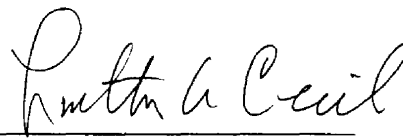
I HEREBY CERTIFY that a copy of AT&T of the Southern States, LLC, Teleport Telecommunications Group, Inc. and TCG South Florida (collectively "AT&T") AT&T'S MOTION TO STRIKE BELLSOUTH'S "EXTRINSIC" TESTIMONY was furnished by U. S. Mail this 12th day of February, 2003 to the following:

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Loretta A. Cecil, Esq.

1 BELLSOUTH TELECOMMUNICATIONS, INC.

2 DIRECT TESTIMONY OF BETH SHIROISHI

3 BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

4 DOCKET NO. 020919-TP

5 January 15, 2003

6
7 Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH
8 TELECOMMUNICATIONS, INC. ("BELLSOUTH") AND YOUR BUSINESS
9 ADDRESS.

10
11 A. My name is Elizabeth R. A. Shiroishi. I am employed by BellSouth as Assistant
12 Director, Interconnection Services Marketing. My business address is 675 West
13 Peachtree Street, Atlanta, Georgia 30375.

14
15 Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND
16 AND EXPERIENCE.

17
18 A. I graduated from Agnes Scott College in Decatur, Georgia, in 1997, with a
19 Bachelor of Arts Degree in Classical Languages and Literature. I began
20 employment with BellSouth in 1998, as a pricing analyst in the Interconnection
21 Services Pricing Organization. I then moved to a position in product
22 management, and now work as Assistant Director, Interconnection Services
23 Marketing. In this position, I am responsible both for negotiating and for
24 overseeing the negotiations of Interconnection Agreements, as well as Local
25 Interconnection issues.

1 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

2

3 A. My testimony establishes that BellSouth has applied the appropriate charges
4 pursuant to the definition of "Local Traffic" in the Interconnection Agreement
5 between BellSouth and AT&T. Specifically, I testify that the Agreement is clear
6 on its face, and it was BellSouth's intent at the time it entered into the Agreement,
7 that calls that originated or terminated via switched access arrangements would
8 not be included within the definition of "Local Traffic."

9

10 *Issue 1: (a) Do the terms of the Second Interconnection Agreement as defined in*
11 *AT&T's complaint apply retroactively from the expiration date of the First*
12 *Interconnection Agreement as defined in AT&T's complaint, June 11, 2000,*
13 *forward? (b) If the answer to Issue 1(a) is "yes", is AT&T entitled to apply the*
14 *reciprocal compensation rates and terms of the Second Interconnection*
15 *Agreement only from July 1, 2001, forward?*

16

17 Q. DO THE TERMS OF THE SECOND INTERCONNECTION AGREEMENT AS
18 DEFINED IN AT&T'S COMPLAINT APPLY FROM THE EXPIRATION
19 DATE OF THE FIRST INTERCONNECTION AGREEMENT AS DEFINED IN
20 AT&T'S COMPLAINT, JUNE 11, 2000, FORWARD?

21

22 A. Yes. Section 2.3 of the General Terms and Conditions of the First
23 Interconnection Agreement states:

24 The Parties further agree that in the event the Commission does not issue
25 its order by the expiration date of this Agreement, or if the Parties

1 continue beyond the expiration date of this Agreement to negotiate
2 without Commission intervention, the terms, conditions and prices
3 ultimately ordered by the Commission, or negotiated by the Parties, will
4 be effective, retroactive to the day following the expiration date of this
5 Agreement. Until the Follow-on Agreement becomes effective, BellSouth
6 shall provide Services and Elements pursuant to the terms, conditions and
7 prices of this Agreement that are then in effect.

8
9 The First Interconnection Agreement expired on June 10, 2000 pursuant to its
10 express terms. However, the Second Interconnection Agreement or Follow-on
11 Agreement did not become effective until October 26, 2001. Accordingly,
12 Section 2.3 of the First Interconnection Agreement was invoked, and the terms,
13 conditions, and prices of the Second Interconnection Agreement apply from June
14 11, 2000, forward.

15
16 Q. IS AT&T ENTITLED TO APPLY THE RECIPROCAL COMPENSATION
17 RATES AND TERMS OF THE SECOND INTERCONNECTION
18 AGREEMENT ONLY FROM JULY 1, 2001 FORWARD?

19
20 A. Yes. The Parties entered into a Confidential Settlement that addresses the
21 treatment of reciprocal compensation and switched access traffic through July 1,
22 2001. Thus, the outcome of this case will only apply from July 1, 2001, forward.
23
24
25

1 *Issue 2: Does the term "Local Traffic" as used in the Second Interconnection*
2 *Agreement identified in AT&T's complaint include all "LATAwide" calls,*
3 *including all calls originated or terminated through switched access*
4 *arrangements as established by the state commission or FCC?*
5 *Issue 3: Under the terms of the Second Interconnection Agreement, do reciprocal*
6 *compensation rates and terms apply to calls originated or terminated through*
7 *switched access arrangements as established by the state commission or FCC?*

8

9 Q. DOES THE TERM "LOCAL TRAFFIC" AS USED IN THE SECOND
10 INTERCONNECTION AGREEMENT INCLUDE ALL "LATAWIDE" CALLS,
11 INCLUDING ALL CALLS ORIGINATED OR TERMINATED THROUGH
12 SWITCHED ACCESS ARRANGEMENTS AS ESTABLISHED BY THE
13 STATE COMMISSION OR FCC?

14

15 A. No.

16

17 Q. UNDER THE TERMS OF THE SECOND INTERCONNECTION
18 AGREEMENT, DO RECIPROCAL COMPENSATION RATES AND TERMS
19 APPLY TO CALLS ORIGINATED OR TERMINATED THROUGH
20 SWITCHED ACCESS ARRANGEMENTS AS ESTABLISHED BY THE
21 STATE COMMISSION OR FCC?

22

23 A. No.

24

1 Q. PLEASE EXPLAIN THE DEFINITION OF "LOCAL TRAFFIC" AS IT IS SET
2 FORTH IN THE INTERCONNECTION AGREEMENT.
3

4 A. Section 5.3.1.1 of Attachment 3 of the Interconnection Agreement dated July 19,
5 2001, defines Local Traffic as follows:

6 The Parties agree to apply a "LATAwide" local concept to this
7 Attachment 3, meaning that traffic that has traditionally been treated as
8 intraLATA toll traffic will now be treated as local for intercarrier
9 compensation purposes, **except for those calls that are originated or**
10 **terminated through switched access arrangements** as established by
11 the State Commission or FCC. (emphasis added)

12 Pursuant to this plain and unambiguous language, the Parties agreed to consider
13 intraLATA toll traffic as "Local Traffic" unless such traffic "*originated or*
14 *terminated through switched access arrangements as established by the State*
15 *Commission or FCC.*" The exclusion is specifically targeted at intraLATA
16 traffic.
17

18 Q. IS AT&T'S "INTERPRETATION" OF THE AGREEMENT THAT CALLS THAT
19 ORIGINATE OR TERMINATE VIA SWITCHED ACCESS
20 ARRANGEMENTS INCONSISTENT WITH THE EXPRESS LANGUAGE OF
21 THE AGREEMENT?
22

23 A. Yes. AT&T is incorrect in its allegation that all calls transported and terminated
24 within a "LATA" ("LATAwide Traffic") are subject to the local reciprocal
25 compensation rates set forth in the Agreement. As the language quoted above

1 plainly says, if an intraLATA call originates or terminates through switched
2 access arrangements, then that call is excluded from the definition of Local
3 Traffic. Such a call would be governed by BellSouth switched access tariffs and
4 would be subject to the appropriate switched access rates. BellSouth has not
5 breached the Interconnection Agreement by charging AT&T switched access
6 rather than reciprocal compensation rates for intraLATA calls "originated or
7 terminated through switched access arrangements."

8
9 Q. WERE YOU INVOLVED IN THE NEGOTIATION OF THE CONTRACT
10 LANGUAGE AT ISSUE IN THIS PROCEEDING?

11
12 A. Yes. I was very involved in the negotiation of this language with the AT&T
13 negotiation team.

14
15 Q. WAS THERE DISCUSSION AND NEGOTIATION REGARDING THE
16 DEFINITION OF LOCAL TRAFFIC?

17
18 A. Yes. AT&T and BellSouth started the negotiations of the Second Interconnection
19 Agreement using a definition of local traffic that was similar to the definition in
20 the First Interconnection Agreement. During the course of negotiations,
21 BellSouth offered to AT&T a definition that it had used with other carriers. This
22 new definition expanded what was considered local within the LATA, but still
23 excluded minutes that traversed switched access arrangements that the carrier had
24 purchased from BellSouth. After discussion around the meaning of the definition
25 and the exclusion, AT&T responded to BellSouth that it would agree to this new

1 definition, but proposed a slight language change. The parties agreed upon the
2 language and incorporated it into the agreement. There was specific discussion
3 about the exclusion of traffic that originated or terminated through switched
4 access arrangements.

5
6 Q. PLEASE DISCUSS THE CHANGE IN LANGUAGE THAT THE PARTIES
7 NEGOTIATED.

8
9 A. BellSouth originally proposed that the exclusion language read "except for those
10 calls that are originated or terminated through switched access arrangements as
11 established by the ruling regulatory body." After discussion around what was
12 meant by "the ruling regulatory body," the Parties modified the words to read "except
13 for those calls that are originated or terminated through switched access
14 arrangements as established by the State Commission or FCC." In the course of
15 these discussions, the Parties discussed the fact that this reference was to the
16 switched access arrangements that are offered for purchase through each Party's
17 switched access tariffs, which are approved by the State Commission (for
18 intrastate switched access) or the FCC (for interstate switched access).

19
20 Q. WAS IT THE INTENT OF THE PARTIES TO INCLUDE AS LOCAL
21 TRAFFIC MINUTES THAT ORIGINATED OR TERMINATED THROUGH
22 SWITHCED ACCESS ARRANGEMENTS?

23
24 A. Absolutely not. The exclusion was specifically written in order to exclude from
25 the definition of local traffic calls that are considered switched access under tariff.

1 As stated above, we had extensive discussion about the exclusion of traffic that
2 originated or terminated through switched access arrangements. In the course of
3 those discussions, we drew diagrams on the whiteboard and discussed the role of
4 switched access arrangements as outside the definition of local traffic. I was very
5 surprised when AT&T informed BellSouth of its position on the definition of
6 local traffic since we had had specific discussions about the exclusion.

7

8 Q. DOES BELLSOUTH HAVE THIS SAME DEFINITION OF LOCAL TRAFFIC
9 IN INTERCONNECTION AGREEMENTS WITH OTHER ALECS?

10

11 A. Yes. BellSouth has multiple interconnection agreements with ALECs containing
12 this same definition of local traffic as in the AT&T agreement, which contains the
13 exclusion for switched access arrangements.

14

15 Q. HAS ANY OTHER ALEC INTERPRETED THIS LANGUAGE IN THE
16 MANNER AT&T IS ATTEMPTING?

17

18 A. No.

19

20 Q. DOES BELLSOUTH HAVE AN INTERCONNECTION AGREEMENT WITH
21 AT&T IN ANOTHER STATE THAT HAS A DEFINITION OF LOCAL
22 TRAFFIC WHICH INCLUDES ALL TRAFFIC THAT ORIGINATES AND
23 TERMINATES IN THE LATA?

24

1 A. Yes. In the agreement that governs the parties' relationship in Mississippi, the
2 parties agreed that *all* calls in the LATA would be considered local. Thus, the
3 definition simply reads: "Local Traffic means any telephone call that originates
4 and terminates in the same LATA."

5
6 Q. IN AT&T'S COMPLAINT ON PAGE 10, AT&T ALLEGES THAT SECTION
7 5.3.3 STATES THAT IT IS INTERRELATED TO SECTION 5.3.1. PLEASE
8 EXPLAIN THE REASON THAT THIS STATEMENT WAS INCLUDED IN
9 THE AGREEMENT.

10
11 A. Section 5.3.3 states:

12
13 Switched Access Traffic is defined as telephone calls requiring local
14 transmission or switching service for the purpose of the origination or
15 termination of Intrastate InterLATA and Interstate InterLATA traffic.
16 Switched Access Traffic includes, but is not limited to, the following types
17 of traffic: Feature group A, Feature Group B, Feature Group D, toll free
18 access (e.g. 800/877/888), 900 access, and their successors. Additionally,
19 if BellSouth or AT&T is the other party's end user's presubscribed
20 interexchange carrier or if an end user uses BellSouth or AT&T as an
21 interexchange carrier on a 101XXXX basis, BellSouth or AT&T will
22 charge the other party the appropriate tariff charges for originating
23 switched access services. The Parties have been unable to agree as to
24 whether Voice over Internet Protocol ("VOIP") transmissions which cross
25 local calling area boundaries constitute Switched Access Traffic.

1 Notwithstanding the foregoing, and without waiving any rights with
2 respect to either Party's position as to the jurisdictional nature of VOIP, the
3 Parties agree to abide by any effective and applicable FCC rules and
4 orders regarding the nature of such traffic and the compensation payable
5 by the Parties for such traffic, if any; provided however, that any VOIP
6 transmission which originates in one LATA and terminates in another
7 LATA (i.e, the end-to-end points of the call), shall not be compensated as
8 Local Traffic. This Section is interrelated to Section 5.3.1.

9
10 The reference to the interrelationship was added as the Parties were negotiating
11 mutually agreeable language to deal with Voice over Internet Protocol.
12

13 Q. DOES OTHER LANGUAGE IN ATTACHMENT 3 ADDRESS THE
14 MIGRATION TO THIS NEW DEFINITION OF LOCAL TRAFFIC?
15

16 A. Yes. As stated earlier, the Parties agreed that the definition of Local Traffic in the
17 Second Interconnection Agreement was to be different from the definition of
18 Local Traffic in the First Interconnection Agreement. Further, the definition in
19 the Second Interconnection Agreement related to the type of arrangement, or
20 trunk group, that the traffic originated over or terminated through. As such, the
21 parties included a provision in the Interconnection Trunking and Routing section
22 (Section 3) of Attachment 3 that addressed this conversion. Section 3.1 states:
23

1 The Parties will convert all existing interconnection arrangements and
2 trunks to the interconnection arrangements described in this Attachment in
3 accordance with this following . . .
4

5 The Section then goes on to give technical specifications as well as process
6 information about starting the conversion. Further, and of important note, are the
7 trunking arrangements described in the interconnection agreement. Sections
8 3.3.1, 3.17.1, 3.18.1, 3.19.1, and 3.20.1 describe the trunking arrangements that
9 are available via this interconnection agreement. The pages from these Sections
10 are attached as exhibit ERAS-1. The descriptions of the trunking arrangements
11 make clear that they are for local and intraLATA toll traffic, and the trunking
12 arrangements are not the same as the switched access trunking arrangements set
13 forth in BellSouth's tariffs. Further, there is no provision in the interconnection
14 agreement allowing for the combination of switched access arrangements with the
15 interconnection arrangements set forth in the interconnection agreement.
16

17 Q. ARE THE PROVISIONS IN THE INTERCONNECTION AGREEMENT
18 ADDRESSING THE COMPENSATION OWED FOR TRAFFIC
19 RECIPROCAL?
20

21 A. Yes. Section 5.3.1 of Attachment 3 of the Interconnection states:

22
23 The Parties agree to apply a "LATAwide" local concept to this Attachment
24 3, meaning that traffic that has traditionally been treated as intraLATA toll
25 traffic will now be treated as local for intercarrier compensation purposes,

1 except for those calls that are originated or terminated through switched
2 access arrangements as established by the State Commission or FCC.

3

4 This language is written reciprocally, and thus applies to each Party equitably. To
5 the extent that BellSouth originated or terminated calls through switched access
6 arrangements as defined in the tariff, such calls would be subject to switched
7 access and not reciprocal compensation.

8

9 Q. DOES THAT CONCLUDE YOUR DIRECT TESTIMONY?

10

11 A. Yes.

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ATTACHMENT 3

LOCAL INTERCONNECTION

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3. INTERCONNECTION TRUNKING AND ROUTING

- 3.1 The Parties will convert all existing interconnection arrangements and trunks to the interconnection arrangements described in this Attachment in accordance with the following:
- 3.1.1 Within forty-five (45) days of either Party's written request, the Parties will mutually develop an operations plan based on sound engineering and operations principles, which will specify the guidelines to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment 3. Such guidelines will conform to standard industry practices adopted by and contained in documents published by Industry Forums, including but not limited to, the Alliance for Telecommunications Industry Solutions ("ATIS") and the Ordering and Billing Forum ("OBF").
- 3.1.2 Each Party shall bear its own costs to convert from the existing interconnection arrangements to the interconnection arrangements described in this Attachment.
- 3.1.3 Unless otherwise mutually agreed, the Parties will complete the conversion within one (1) year of the Requesting Party's written request.
- 3.1.4 If, following one (1) year after the Requesting Party's written request, there exists any interconnection trunks which have not been converted to the interconnection arrangements described in this Attachment 3, then either Party may invoke the dispute resolution proceeding, pursuant to Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.
- 3.2 The Parties will use the following interconnection standards:
- 3.2.1 The Parties agree to establish Binary 8 Zero Sum Extended Superframe line protocol, where technically feasible.
- 3.2.2 In those cases where either Party's equipment will not support 64K Clear Channel Capability ("CCC"), the Parties agree to establish AMI line coding. Any AMI line coding will be Superframe formatted. DS3 facilities will be provisioned with C-bit parity.
- 3.2.3 Where additional equipment is required, such equipment shall be obtained, engineered, and installed to support 64K CCC trunks.
- 3.2.4 All interconnection facilities between the Parties will be sized according to mutual forecasts developed per the requirements of Section 4.14 of this Attachment 3 and sound engineering practices.

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3.2.5 Interconnection will be provided utilizing either a DS1 or DS3 interface or, with the mutual agreement of the Parties, another technically feasible interface (e.g., STS-1).

3.3 **Trunking Arrangements**

3.3.1 **Local Tandem Interconnection.** This interconnection arrangement allows AT&T to establish interconnection trunk group(s) at BellSouth local tandems for: (1) the delivery of AT&T-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff, Section A3 served by those BellSouth local tandems; and (2) for local transit traffic transported by BellSouth for third party network providers who have also established an interconnection trunk group(s) at those BellSouth local tandems.

3.3.1.1 When a specified local calling area is served by more than one BellSouth local tandem, AT&T must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, AT&T may choose to establish an interconnection trunk group(s) at the BellSouth local tandems where it has no codes homing but is not required to do so. AT&T may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where AT&T does not choose to establish an interconnection trunk group(s). It is AT&T's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to AT&T's codes. Likewise, AT&T shall obtain its routing information from the LERG.

3.3.1.2 Notwithstanding establishing interconnection trunk group(s) to BellSouth's local tandems, AT&T must also establish an interconnection trunk group(s) to BellSouth access tandems within the LATA on which AT&T has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access ("SWA") and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's General Subscriber Services Tariff, Section A35.)

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- 3.15 The Parties agree to jointly manage the capacity of interconnection trunk groups to encourage the economic deployment of increasingly robust and diverse interconnection between their networks.
- 3.16 **BellSouth Access Tandem Interconnection Architectures**
- 3.16.1 BellSouth Access Tandem Interconnection provides intratandem access to subtending end offices. AT&T may choose which type of trunking architecture to use from the trunking architectures described in this Attachment 3. However, if both Parties' originated local and/or intraLATA toll traffic is utilizing the same two-way trunk group, the Parties shall mutually agree to use this type of two-way interconnection trunk group with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the IP(s) for two-way interconnection trunk groups transporting both Parties local and/or intraLATA toll shall be mutually agreed upon. AT&T shall order such two-way trunks via the Access Service Request ("ASR") process in place for Local Interconnection upon determination by the Parties, in a joint planning meeting, that such trunk groups shall be utilized. BellSouth will use the Trunk Group Service Request ("TGSR") to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business. Furthermore, the Parties shall jointly review such trunk performance and forecasts on a periodic basis. The Parties use of two-way interconnection trunk groups for the transport of local and/or intraLATA toll traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated local and/or intraLATA toll traffic to the other Party. Any AT&T interconnection request that deviates from the interconnection trunk group architectures as described in this Agreement that affects traffic delivered to AT&T from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require AT&T to submit a Bona Fide Request/New Business Request ("BFR/NBR") via the BFR/NBR Process set forth in this Agreement.
- 3.17 **Standard Trunking Interconnection**
- 3.17.1 In this interconnection architecture AT&T's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between AT&T and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company

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tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to AT&T. The Two-way Trunking Rules, described in this Agreement, do not apply to this architecture. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by AT&T. The LERG should be referenced for current routing and tandem serving arrangements. The Preferred Trunking Interconnection architecture is illustrated in Exhibit C.

3.18 One Way Trunking Interconnection

3.18.1 In this arrangement, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries AT&T-originated local and IntraLATA toll traffic destined for BellSouth end-users. The other one-way trunk group carries BellSouth-originated local and IntraLATA toll traffic destined for AT&T end-users. A third two-way trunk group is established for AT&T's originating and terminating Transit Traffic. This group carries IntraTandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires Interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by AT&T. The LERG should be referenced for current routing and tandem serving arrangements. One Way Trunking Interconnection is illustrated in Exhibit D.

3.19 Two-Way Trunking Interconnection

3.19.1 Two-Way Trunking Interconnection establishes one two-way trunk group to carry local and IntraLATA toll traffic between AT&T and BellSouth. To establish this type of configuration, AT&T and BellSouth must agree to the Two-way Trunking Rules. In addition, a two-way transit trunk group must be established for AT&T's originating and terminating Transit Traffic. This group carries IntraTandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires Interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested by AT&T. The

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LERG should be referenced for current routing and tandem serving arrangements. Two-Way Trunk Interconnection is illustrated in Exhibit E.

3.20 Supergroup Interconnection

3.20.1 In the Supergroup Interconnection arrangement, the Parties Local and IntraLATA Toll and AT&T's Transit Traffic is exchanged on a single two-way trunk group between AT&T and BellSouth. AT&T and BellSouth must agree to the Two-way Trunking Rules in order to establish this architecture. This group carries intratandem Transit Traffic between AT&T and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which AT&T desires interconnection and has the proper contractual arrangements. This group also carries AT&T originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if requested. The LERG should be referenced for current routing and tandem serving arrangements. Supergroup Interconnection is illustrated in Exhibit F.

3.21 BellSouth End Office Interconnection

3.21.1 AT&T may establish interconnection at BellSouth end offices for the delivery of AT&T originated local and intralata toll traffic destined for BellSouth end-users served by that end-office.

3.21.2 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to AT&T, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements AT&T displays in the LERG. Likewise, if AT&T interconnects to a BellSouth end office for delivery of AT&T originated traffic, AT&T will overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.

3.21.3 The Parties shall utilize direct end office-to-end office trunk groups under the following conditions:

3.21.3.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between AT&T and BellSouth's subscribers.

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