BELLSOUTH TELECOMMUNICATIONS, INC.

REBUTTAL TESTIMONY OF W. KEITH MILNER

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DOCKET NO. 960786-TL

AUGUST 20, 2001

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

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

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

A. Yes.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

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

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CHECKLIST ITEM 1: INTERCONNECTION

TRUNKING

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

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

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

PROCESSES. PLEASE COMMENT.

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

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

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

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

Q. PLEASE DISCUSS THE CONCEPT OF DEMAND TRUNK SERVICING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CHECKLIST ITEM 4: LOCAL LOOP

HOT CUTS

Q. ON PAGE 6 OF HER TESTIMONY, MS. BERGER, TESTIFYING ON BEHALF OF AT&T, CLAIMS THAT BELLSOUTH HAS FAILED TO MEET THE FCC'S GUIDELINES AND EXPECTATIONS WITH REGARD TO HOT CUTS. DO YOU AGREE?

A. Absolutely not, but I will let the numbers speak for themselves. As I discussed in my direct testimony, as of March 31, 2001, BellSouth had provided over 116,000 unbundled local loops to ALECs in Florida and over 350,000 unbundled local loops to ALECs in BellSouth's nine-state region. The vast majority of these loops have been provisioned with number porting. This volume alone is evidence that BellSouth is providing non-discriminatory access to its unbundled local loops.

Q. ON PAGES 8-10 OF HER TESTIMONY, MS. BERGER DESCRIBES THE HOT CUT

PROCESS AS EVIDENCED IN THE MEMORANDUM OF UNDERSTANDING ("MOU") BETWEEN BELLSOUTH AND AT&T. PLEASE TELL THE COMMISSION GENERALLY ABOUT THE MOU.

A. BellSouth and AT&T first began negotiating a hot cut process in 1998. That process has evolved and been improved over time as new and better work practices were discovered and put in place. After hard work and cooperation on both sides, the parties executed the MOU on April 16, 2001. It was with great surprise, therefore, that I read Ms. Berger's testimony complaining about this hot cut process. I am disappointed that AT&T and BellSouth together spent enormous quantities of time and resources to negotiate a mutually acceptable arrangement only to have Ms. Berger complain to the Commission four months later about that very process. Ms. Berger's comments regarding the sufficiency of the hot cut procedures should be ignored.

Q. ON PAGES 8-10 OF HER TESTIMONY, MS. BERGER OUTLINES THE HOT CUT PROCESS IN THE MOU. PLEASE COMMENT ON THE PROCESS AS DESCRIBED BY MS. BERGER.

A. Ms. Berger's depiction of the portion of the process that pertains to BellSouth's responsibilities appears to be correct. In addition to implementing this process for AT&T, BellSouth now follows this process for all ALECs.

Q. MS. BERGER, IN FOOTNOTE 10 ON PAGE 9 OF HER TESTIMONY, INDICATES THAT PRIOR TO THE RECENT MOU REGARDING THE HOT CUT PROCESS, THE "FOC" WAS DEFINED AS FIRM ORDER CONFIRMATION. IS THERE A

DIFFERENCE BETWEEN THE TERMS FIRM ORDER CONFIRMATION AND FIRM ORDER COMMITMENT?

A. Not as the term is used in the MOU. The "Firm Order Commitment" or "FOC", as described in the MOU, is a notification from BellSouth to AT&T that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the Local Service Request ("LSR") and confirmed on the FOC for non-time specific conversions, or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to complete the conversion, but it is not a guaranteed date and may be altered due to factors such as facility or manpower shortages and acts of God.

Q. ON PAGE 11 OF HER TESTIMONY, MS. BERGER REFERS TO A DATA RECONCILIATION ASSOCIATED WITH THE MOU. WHAT IS THE STATUS OF THE DATA RECONCILIATION?

A. As part of the negotiations of the MOU, BellSouth agreed to perform additional data reconciliation with AT&T. BellSouth stands ready to perform such reconciliation. However, at this time, AT&T has not provided BellSouth with any proposed dates or time frames for the reconciliation.

Q. HAS THIS PROCESS BEEN IMPLEMENTED FOR ALL ALECS?

A. Yes. BellSouth's Customer Wholesale Interconnection Network Services ("CWINS") Center processes have been updated to reflect the terms of the MOU and BellSouth has

trained CWINS Center personnel on these changes. Even though the MOU was not officially effective until May 15, 2001, the CWINS Center actually began abiding by the MOU on April 16, 2001. Further, in a meeting between BellSouth's CWINS Center personnel and AT&T's Orlando Center personnel held on May 10, 2001, AT&T personnel stated that since the implementation of the MOU on April 16, 2001, BellSouth was executing the terms of the MOU to AT&T's satisfaction. As stated above, all CWINS personnel have been trained on this process and it has been implemented for all ALECs.

Q. ON PAGE 12 OF HER TESTIMONY, MS. BERGER MAKES OTHER COMPLAINTS ABOUT THE MOU AT&T RECENTLY SIGNED. PLEASE COMMENT ON THESE COMPLAINTS.

A. Meaningful analysis is rarely possible without sufficient detailed information such as the Purchase Order Number ("PON") or trouble ticket number, the date and time of the alleged event, for example. I would expect AT&T to possess this information for the incidents Ms. Berger alleges. Instead of providing such information, Ms. Berger raises vague allegations about BellSouth's post-provisioning support of hot cuts. Such vague allegations, without supporting detail, should be given little if any weight by the Commission. For a review of BellSouth's performance with respect to hot cuts, please refer to BellSouth's Monthly State Summary.

Q. ON PAGES 14-18 OF MS. BERGER'S TESTIMONY, SHE ALLEGES THAT BELLSOUTH CAUSES AT&T UNREASONABLE DELAYS BECAUSE BELLSOUTH DOES NOT PERFORM A CHECK BEFORE RETURNING THE FOC

TO AT&T REGARDING AT&T'S CFAs AND BECAUSE AT&T DOES HAVE ACCESS TO LOOP FACILITY ASSIGNMENT AND CONTROL SYSTEM ("LFACS") TO VERIFY CFAs ITSELF. PLEASE COMMENT.

A. The root of this problem is AT&T's poor record keeping. Connecting Facilities Assignments ("CFAs") represent the facilities that connect AT&T's collocation arrangement with BellSouth's network. When AT&T orders an unbundled network element, for example an unbundled loop, AT&T specifies to which CFA BellSouth should connect the unbundled loop. The CFA extends the loop from BellSouth's distributing frame to AT&T's collocation arrangement. In the past, AT&T has submitted its LSR for an unbundled loop specifying CFAs that are already working for other unbundled loops. BellSouth has agreed to provide AT&T access to LFACS in a future update to that mechanized system. That update will allow AT&T to view LFACS records to determine the status of particular CFAs. Please see the testimony of Mr. Ronald Pate for a fuller discussion of that update. Until that update is completed, BellSouth has provided AT&T another tool with which it can verify CFAs. This report shows the status of each CFA between BellSouth's network and AT&T's collocation arrangements. BellSouth updates this report a minimum of three (3) times a week. Thus, AT&T may check the status of these CFAs before submitting its LSR to BellSouth. If AT&T would use this tool, I believe that AT&T's problems with erroneous CFAs on AT&T's LSRs would be reduced significantly or eliminated altogether.

Q. ON PAGES 18-19 OF MS. BERGER'S TESTIMONY, SHE DISCUSSES AN ISSUE THAT SHE CALLS AN "OPERATIONAL DISAGREEMENT" BETWEEN AT&T AND BELLSOUTH. THE ISSUE CONCERNS HOT CUTS THAT INVOLVE

INTEGRATED DIGITAL LOOP CARRIER ("IDLC"). PLEASE DESCRIBE THE ISSUE.

A. BellSouth has had discussions with AT&T, various state public service commissions, and the FCC concerning this issue. The core of the issue is as follows: conversions that involve IDLC facilities should not be worked as time-specific hot cuts, but rather should have a four-hour window to start the conversion. The nature of an IDLC conversion many times requires the dispatch of a BellSouth field technician to perform the conversion. It is sometimes difficult to have a field technician in place to perform a time-specific hot cut given the various demands on the technician's time. Southwestern Bell Corporation ("SBC") accounts for this difficulty in its FCC-approved performance measurements and excludes all IDLC conversions from its hot cut measurements. Basically, this means that only central office conversions that do not require direct interaction with a field technician are counted in SBC's measurement. AT&T, not surprisingly, was opposed to this exclusion. In an effort to compromise, BellSouth proposed that the IDLC conversions be measured as non-time specific conversions within a four-hour window. In addition, BellSouth also proposed that if AT&T's customer could not accommodate a four-hour window, AT&T could notify BellSouth on the concurrence call and BellSouth would work the order as time-specific.

Q. DOES IT SEEM STRANGE TO YOU THAT MS. BERGER WOULD RAISE THIS ISSUE IN THIS PROCEEDING?

A. Yes it does, given that BellSouth and AT&T are still discussing this issue and that BellSouth has made no change whatsoever to its current measurements or process.

BellSouth has been, and still is, counting IDLC hot cuts as time-specific if so ordered by the ALEC. Despite Ms. Berger's characterization, this certainly does not constitute an "operational disagreement" between AT&T and BellSouth given that no change in either the process or the measurement has been implemented.

Q. IN LIGHT OF MS. BERGER'S TESTIMONY ON HOT CUTS, DO YOU STILL CONTEND THAT BELLSOUTH IS IN COMPLIANCE WITH CHECKLIST ITEM 4?

A. Absolutely. BellSouth has processes and procedures in place (that were agreed to between BellSouth and AT&T) to provide hot cuts at an acceptable level of quality and with a minimum of service disruption. BellSouth's Monthly State Summary demonstrates its performance for hot cuts in Florida. The best Ms. Berger could do was to argue that BellSouth "might" at some point in the future not comply with the requirements of the MOU. This hypothetical complaint is certainly not grounds to deny BellSouth's application for long distance relief.

Q. ON PAGE 7 OF MR. MARIO ESPIN'S TESTIMONY, ON BEHALF OF KMC TELECOM ("KMC"), AND ON PAGES 20-21 OF MS. BERGER'S TESTIMONY ON BEHALF OF AT&T, THEY DISCUSS ALLEGED PROBLEMS EXPERIENCED WHEN SUPPLEMENTING A CONVERSION ORDER TO CHANGE A DUE DATE. PLEASE COMMENT.

A. BellSouth has procedures in place to prevent premature disconnections of customer service from happening. In the Local Carrier Service Center ("LCSC"), if an order is supplemented to change the due date, the process calls for all associated orders to be

updated with the new due date. This includes the loop portion of the order and the disconnect portion. In addition to this step, BellSouth has developed a mechanized program that automatically places a disconnect order in "delay" status in BellSouth's Recent Change (MARCH) system. Once the order is in delay status, it requires manual intervention to release the disconnect order to the BellSouth switch. The CWINS Center process requires the CWINS Technician to verify that the order is "delayed" in MARCH before the due date. When AT&T or KMC supplements its order late in the process, the chance of an early disconnect occurring is increased. BellSouth has asked ALECs to call the CWINS Center if the ALEC is supplementing an order to change the due date less than 24 hours before the original due date. If ALECs would make this call, the chances of an early disconnect happening will be greatly diminished

BellSouth and ALECs have been holding monthly operational meetings for the past two years. The issues that are raised by Mr. Espin should be brought up in these meetings to give BellSouth an opportunity to respond to KMC. BellSouth has representatives from the Account Team, the CWINS Center, the LCSC, and the Customer Support Manager in these meetings. These are the people who can investigate the issues and provide feedback to the ALEC. If problems are found in BellSouth's systems and/or processes as a result of these investigations, they will be resolved.

Q. MS. COLETTE DAVIS, TESTIFYING ON BEHALF OF COVAD COMMUNICATIONS ("COVAD"), ON PAGE 12 OF HER TESTIMONY, IMPLIES THAT THE RETAIL ANALOGUE FOR THE PERCENT MISSED INSTALLATION APPOINTMENT PERFORMANCE MEASURE IS WRONG BECAUSE BELLSOUTH PROVISIONS ASYMMETRICAL DIGITAL SUBSCRIBER LINE ("ADSL")

SERVICE USING ITS EXISTING CUSTOMER'S LOOP AND ALECS HAVE TO ROLL A TRUCK TO PROVISION XDSL SERVICE. PLEASE COMMENT.

A. Covad attempts to portray BellSouth's percent missed installation appointments as less significant in comparison to Covad's missed installation appointments because of the base of potential appointment misses. Covad alleges that BellSouth excludes the majority of its xDSL retail sales from the retail analogue due to customer self-installations, which do not require a truck roll and thus no appointment to be missed. Covad incorrectly states that it is required to roll a truck on all installations involving xDSL loops. When BellSouth is able to provision its service on existing loops (and where the customer agrees to self-installation), BellSouth avoids a truck roll. Covad also has that same opportunity should it desire. In fact, a visit to Covad's website (www.covad.com) reveals that Covad touts its own self-installation capability to its DSL customers. Covad refers to this capability as "JumpStart." Any new loop installation, however, whether it is for BellSouth or any ALEC, will require a truck roll. BellSouth's installation methods and procedures don't preclude Covad from taking advantage of self-install opportunities, thereby reducing Covad's expenses associated with truck rolls.

Q. MS. DAVIS, ON PAGE 6 OF HER TESTIMONY, STATES THAT SINCE COVAD ORDERED INTEGRATED SERVICES DIGITAL NETWORK ("ISDN") LOOPS FOR ITS INTEGRATED DIGITAL SUBSCRIBER LINE ("IDSL") SERVICE WHICH ARE IDENTIFIED IN BELLSOUTH'S RECORDS AS ISDN LOOPS, BELLSOUTH "SOUGHT TO CHARGE COVAD AN EXORBITANT AMOUNT OF MONEY FOR WHAT AMOUNTS TO NOTHING MORE THAN A SIMPLE RECORD CHANGE SO THAT COVAD'S LOOPS ARE ALL LISTED AS UDC/IDSL LOOPS". PLEASE

COMMENT.

A. The reason that Covad should change all of its ISDN loops ordered for its IDSL service to Universal Digital Channel ("UDC") is that the UDC loop provides an IDSL-compatible loop in a more efficient manner. More importantly, there is more work involved than a "simple record change" as Ms. Davis alleges. Covad apparently believes that when BellSouth moves a customer from a copper loop to a fiber-fed DLC, BellSouth removes the copper loop facilities from the LFACS database, which makes it impossible to obtain the necessary loop make up information for Covad to determine whether it can serve the customer. BellSouth has agreed to determine what information is retained in LFACS when a customer is converted to DLC, and to provide this information to Covad.

Q. PLEASE DISCUSS COVAD'S USE OF UNBUNDLED ISDN LOOPS TO PROVIDE ITS IDSL SERVICE.

A. When Covad first began to provision ISDN Digital Subscriber Line ("IDSL") service on the ISDN loops Covad was purchasing from BellSouth, in some cases the ISDN loops (though completely conforming to applicable standards for ISDN service) would not support the IDSL service Covad was trying to provide. Standard Basic Rate ISDN service presents to the end user two "bearer" channels, each operating at 64 kilobits per second (64 Kbps) plus a single 16 Kbps "data" channel. The service Covad provides to its end user as IDSL appears to the end user as a single channel operating at 144 Kbps. I use the term "appears" because Covad provides equipment that connects together the two 64 Kbps channels and the 16 Kbps channel such that the end user has the functionality of a single 144 Kbps channel, even though the three individual channels (that is, the two

"bearer" channels and the "data" channel) are still in place. The problems associated with using ISDN lines to provide IDSL service are well documented in FCC-00-238 Order. The FCC states in paragraph 301 that:

> *"Like the Department of Justice, we acknowledge that some performance issues remain with respect to troubles following the installation of competing carrier BRI [aka ISDN] loops. We find that these issues arise from the fact that competing carriers use BRI loops for IDSL service, which makes provisioning work more difficult than that required for the ISDN service...".*

Q. ARE ALL OF BELLSOUTH'S UNBUNDLED ISDN LOOPS CAPABLE OF PROVIDING IDSL?

A. No. Some of the Digital Loop Carrier ("DLC") equipment that BellSouth uses in its network places limitations on how connecting these channels together may be accomplished. This means that for a particular unbundled ISDN loop to be compatible with connecting the channels together that Covad provides as its IDSL service, that loop may require work at the DLC remote terminal because some of the DLC line card slots may not, for technical reasons, allow connecting these channels together.

Q. DOES THE FACT THAT CERTAIN DLC EQUIPMENT CANNOT ACCOMMODATE CHANNEL SYNCHRONIZATION IN CERTAIN DLC LINE CARD SLOTS REPRESENT EITHER A DESIGN OR MAINTENANCE FLAW?

A. No. The DLC systems that BellSouth has deployed are not flawed. All line

card slots in all of BellSouth's DLC remote terminals are not capable of connecting channels together. Equipment manufacturers, including those BellSouth has chosen as suppliers of DLC equipment, have developed systems in conformance with industry standards and in some cases those standards allow the manufacturers latitude as how to design their systems. Some manufacturers have designed their DLC products such that not every conceivable service may be assigned to every single line card slot.

Despite the concerns associated with connecting the channels together, Covad wanted any and all of the ISDN loops acquired from BellSouth to be capable of providing IDSL. BellSouth worked directly with Covad even though Covad was attempting to put a service on the loop (IDSL) that was different from what the loop was intended to provide, which was ISDN. This resulted in considerable rearrangements and manual work arounds by BellSouth to accommodate this situation. Consequently, Covad was informed that BellSouth would continue to ensure that the ISDN loops would support ISDN service but BellSouth could not continue to perform the manual IDSL work around unless BellSouth could be compensated for the extra time it took to perform Covad's requested modifications. This matter was brought before the Georgia Public Service Commission that ruled that Covad should pay for the extra time BellSouth took to accommodate Covad's IDSL service. As a result, BellSouth developed the UDC loop, which provides an IDSL-compatible loop in a more efficient manner.

Q. HOW CAN AN ALEC SUCH AS COVAD BE ASSURED THAT THE UNBUNDLED LOOP ACQUIRED FROM BELLSOUTH WILL BE ABLE TO ACCOMMODATE CHANNEL SYNCHRONIZATION?

A. If an ALEC wants assurance that it can provide its IDSL service, regardless of which DLC line card slot the end user is or might be assigned to, then BellSouth's UDC loop offering provides such assurance. The UDC loop will only be assigned to a DLC line card slot that is capable of connecting channels together that some ALECs want.

LINE SHARING

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

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

declined to impose such a duty except in limited situations.

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

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

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

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

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

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

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

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

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

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

Q. IS BELLSOUTH IN COMPLIANCE WITH SECTION 271?

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

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

CUSTOMIZED OPERATOR SERVICES AND DIRECTORY ASSISTANCE ("OS/DA") ROUTING

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

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

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

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

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

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

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

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

BELLSOUTH RETAIL CUSTOMERS. PLEASE COMMENT.

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

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

Q. WOULD CUSTOMIZED ROUTING ALLOW THE SORT OF ROUTING OF THESE CALLS TO AT&T's WORK CENTERS REFERRED TO BY MR. BRADBURY?

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

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

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

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

CHECKLIST ITEM 11: SERVICE PROVIDER NUMBER PORTABILITY

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

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

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

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

Q. MS. BERGER INDICATES THAT AT&T DEVELOPED A "MANUAL WORK-

AROUND" TO DEAL WITH PROBLEMS ASSOCIATED WITH CONVERSION OF COMPLEX CUSTOMERS. PLEASE COMMENT.

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

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

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

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

PORTABILITY?

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

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

A. One problem concerned a specific AT&T end user's inability to complete calls from an office location and a cell phone to the end user's home number. The home telephone number in question, which AT&T purports could not be reached from the office telephone or cell phone, is assigned to an AT&T NPA/NXX code and therefore, had never been a BellSouth end user. Thus, this telephone number would not have been

involved in any number porting from BellSouth's network to AT&T's network. The number provided as the office telephone number is shown in the LNP database as having been ported from an AT&T switch to an AT&T switch. Therefore, the call originates and terminates in AT&T's switches and BellSouth is not involved. Several of the problems provided in the list provided are similar to the one just described and cannot be a function of any problems with BellSouth's process for handling number portability because the end users were not served by BellSouth and were not ported from BellSouth's network to AT&T's network.

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

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

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

A. Not at first. Initially, AT&T did not make the necessary corrections to its processes and continued to follow the same faulty practices, thus resulting in even more AT&T customers with porting problems. On June 20, 2001, AT&T advised it was changing the company code it had sent to NPAC to match the company code used on the LSRs sent to

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

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

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

The term "oddball codes" is not specifically defined by the FCC rules or Central Office Code (NXX) Guidelines. However, North American Numbering Plan Administrator ("NANPA") and many industry members use the term to refer to NXX codes that are

considered throughout the industry as special use codes.

Q. DO YOU AGREE WITH MS. BERGER'S CHARACTERIZATION OF ZIPCONNECT?

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

Q. MS. BERGER CONTENDS THAT BELLSOUTH HAS ASSIGNED RETAIL CUSTOMERS TO THESE "ODDBALL" CODES, MAKING IT IMPOSSIBLE FOR ALEC CUSTOMERS TO REACH BELLSOUTH CUSTOMERS WITHOUT COSTLY ALEC TRUNKING ARRANGEMENTS. PLEASE COMMENT.

A. It appears that Ms. Berger is confusing "choke" network codes and porting procedures for those numbers with the issues previously presented concerning the BellSouth support numbers accessed via the 780 NXX code. "Choke" codes are used to reduce the

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

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

A. BellSouth has been in the process of implementing ten-digit GTT since March 2001. AT&T is aware of the implementation schedule. In fact, the southeast Florida area was completed in May, 2001, the 904 Numbering Plan Area ("NPA") will be completed August, 2001, and the remaining NPAs in Florida will be completed by November 2, 2001. It is unclear why AT&T raises this issue given that it has been resolved.

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

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

Q. DID AT&T UTILIZE THE ELECTRONIC INTERFACE?

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

Q. WHAT PROCEDURE IS AT&T CURRENTLY USING IN FLORIDA TO UPDATE THE CNAM DATABASE?

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

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

A. Although AT&T filed a complaint with the Tennessee Regulatory Authority ("TRA") about this issue on October 30, 2000, BellSouth began implementation of its ten-digit GTT effort before AT&T filed its complaint, and had, in fact, already implemented an interim solution with other ALECs. Software development for both the BellSouth AIN Service Management System ("SMS") and the Service Control Point ("SCP") had been completed, as well as initial system testing for both these elements before AT&T filed their complaint. Lab testing for both elements was already scheduled to begin by the middle of November 2000 when AT&T filed its complaint. BellSouth completed its implementation of ten-digit GTT in Tennessee, including completion of the testing, loading of the software in the SMS and the SCPs that handle Tennessee, and changing all the appropriate GTTs for the Tennessee NPA/NXXs before the TRA issued its order that required BellSouth to implement ten-digit GTT. The first NPA in Tennessee was completed in late February 2001 and the final Tennessee NPA was completed March 26, 2001.

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

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

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes.

EXHIBIT WKM-10

LISC Response to Newsouth Issues

Newsouths recurring blockage by BST

- Newsouth's insistence on reducing BST reciprocal trunk quantities and Newsouth's failure to notify BST prior to large customers being brought on line, is the primary reason for traffic blockage. The possibility for future blockages exists in all of their markets unless corrected by Newsouth.

-**Charleston** traffic blockage identified by BellSouth on 7/25. A call to Newsouth confirmed "new" customer brought on line without prior notification to BellSouth (BST). The traffic increase was immediate
AC212603 turned-up 5/26/99 consisted of 24 members. BellSouth's original request was for 72 members, however, Newsouth requested it be reduced to 24 members. On **7/27,** 96 to a total of 120 members increased AC212603.
Amy Gardner, with Newsouth, sent a letter of commendation to BST for Roy Barnes, Vickie Butler and Carl Brown for their role in resolving this blockage. To prevent future occurrences, the BST Account Team was notified and asked to assist in educating the customer. The Account Team delivered the message to Newsouth.

- **Charlotte** traffic blockage was identified by BST in early September. A call to Newsouth confirmed that a very large customer was brought on line resulting in 2000 lines being ported. Newsouth of this new customer being brought on line never notified BST. The traffic increase was immediate causing blockage. **AC217015** turned-up on 11/17/99, consisting of 24 members. Newsouth reduced BellSouth's original request for 72 members to 24. On 9/15, 72 to a total of 96 members increased AC217015. Many conversations between Roy Barnes with BST and Amy Gardner and Devin Hickerson with Newsouth, regarding prior notification of traffic increases.

- On **9/26**, a customer visit to Greenville was made by BST to discuss issues. In attendance were Marc Cathy, Paul Parker, Jon Rey Sullivan and Roy Barnes with BST. Newsouth's attendees were Eddie Terrell, Amy Gardner, Janet Fancher, Debra Hunter and Frankie Nelson. One of the issues discussed was prior notification of large customers brought on line without prior notification. Newsouth understood the need for prior notification before bringing large customers on line and agreed to do so.

- **Louisville** traffic blockage was identified by BST on 10/18. BST issued orders to Newsouth for 120 members to local tandem and 120 members to access tandem. On 7/19 Newsouth reduced **AF190980** from 120 members to 24 members to access tandem. Also on 7/19, Newsouth reduced **AF191002** from 120 members to 48 members to the local tandem.
- **On 10/17** large customer brought on line by Newsouth without any notification to BellSouth.
- **10/18** blocking observed by BST. Call to Newsouth confirmed large customer brought on line. A BST translation error was corrected with NO impact on blocking.
-**On 10/26**, AF190980 was increased from 24 members to 72 members. Blocking issue resolved.

NOC –Newsouth states NOC not notified by BST

In each of the instances described above, BST circuit capacity management and project management was in constant contact with Newsouth personnel providing status. At no time was a NOC mentioned. The point of contact at Newsouth has always been Amy Gardner, Devin Whickers and Matt Risen. In each of these instances, project management brought in the account team to assist in providing timely status to the correct Newsouth personnel. I have worked with Newsouth for over a year, and have never been asked to talk to their NOC. BST will notify the NOC if Newsouth's SPOC requests so.

Trunk Augmentation-Newsouth feels BST responsibility

Trunk augmentation is triggered by utilization. Circuit Capacity Management (CCM) does utilization for reciprocal trunks. In each of the Newsouth blocking cases, utilization went from well below threshold figures to immediate blocking. When thresholds are reached as described in CCM procedures, CCM will issue an order for trunk augmentation. This process is extremely effective when traffic is brought on in intervals causing a ramp-up effect. This process will not take into account large customers brought on line without prior notification to BST. BST will work with Newsouth as how they will notify BST.

Switch Translation Errors-Newsouth states translation errors by BST unacceptable

Unfortunately translation errors do occur partially due to the complex nature of the business. However, translations error did not contribute to the blocking issues discussed here. BST is constantly working to improve quality through training of personnel and process improvement. BST does not feel there has been a high percentage of translation errors occurring.

Utilization Issues-Newsouth is requesting a utilization figure of 70% be used

It is my understanding that the Account Team is negotiating these issues at this time. The standard figure used to trigger augmentations is 80-85% at the final group.

Forecasting -Description

Two forecasts of trunk requirements are requested by BST. A six-month or long range forecast, is aggregated with all other forecasts provided by our customers and sent to each state to assist in sizing the network. This forecast is used to initiate growth jobs in our network. The second type of forecast is a 3-month or implementation forecast, which is used to identify a customer's trunking needs. This trunk group service request or TGSR, is used as a 'HEADSUP" to the network organizations. If trunk requests provided by the customer do not follow measured traffic patterns either high or low, conference calls will be used to reach an agreement with the customer. These trunk requirement requests do not trigger automatic reciprocal augmentation.

Roy Barnes

11/10/00

EXHIBIT WKM-11

Distribution of Utilization on all NewSouth Final Trunk Groups* - Florida From Jun 2000 through Jul 2001

* Excludes emergency groups (911/E911) which are not sized based on traffic load

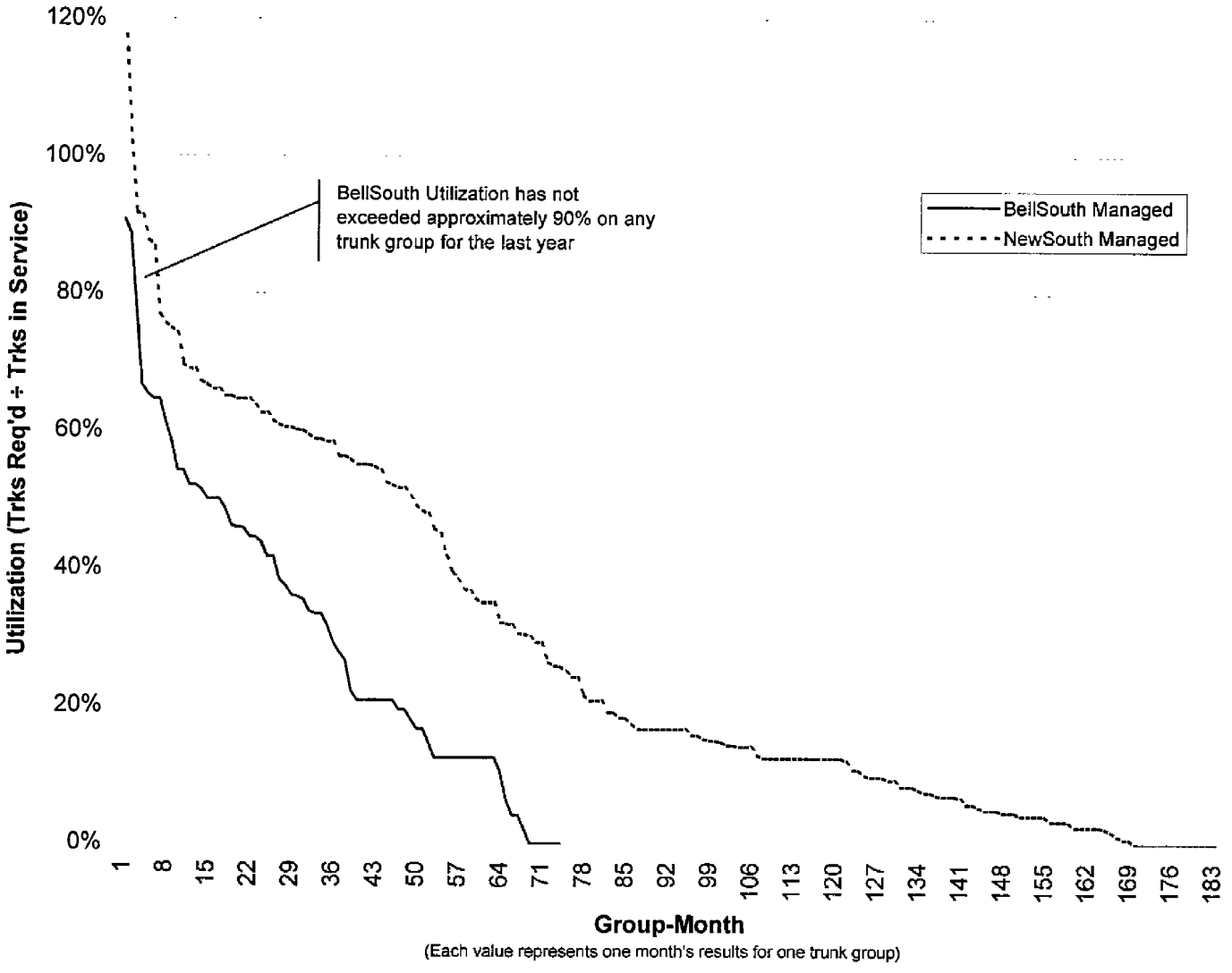

EXHIBIT WKM-12

From: agardner@newsouth.com
To: jfury@newsouth.com; Traffic@newsouth.com
Cc: Barnes, Roy; Hubbard, Lisa; Sullivan, Jon; nsnyder@newsouth.com; JFancher@newsouth.com
Subject: Reciprocal Trunking Requests Initiated by NewSouth but Denied by BellSouth

February 8, 2001

John Fury and NewSouth Traffic Engineering,

Please be aware that I have been in conversation with Jon Rey Sullivan regarding the letter that was just sent by John Fury regarding the Reciprocal Trunking Requests that NewSouth has made to BellSouth that have been denied. He and I agreed that in the future if this type of request is denied it should immediately be escalated to our BellSouth Project Manager, Lisa Hubbard, and she will respond within 24 hours indicating that she has, at a minimum, received the request and is looking into it.

Please keep in mind that we should use our Project Manager at BellSouth in these instances as an escalation point within BellSouth. If our Project Manager is not responding in a timely manner, please go to her Director, Roy Barnes.

I promised Jon Rey Sullivan over a month ago that he and I would talk first about instances like this and try to resolve them as much as possible in conversation whether than via letters. Therefore, please keep me informed of issues that have already been escalated within BellSouth or continue to recur where I may be able to help.

Thanks again and please put implement this new process immediately,

Amy Gardner
Sr. Vice President Network Planning & Provisioning
Office ? 864-672-5082 Fax? 864-672-5312 Cell?864-672-7282

From: Sullivan, Jon
To: jfury@newsouth.com
Cc: Barnes, Roy; agardner@newsouth.com; Hubbard, Lisa; jjennings@newsouth.com; Moore, Connie; Nipper, Wanda
Subject: Reciprocal Trunking Requests Initiated by NewSouth but Denied by BellSouth

February 16, 2001

To: John Fury

From: Jon Rey Sullivan

Subject: Reciprocal Trunk Requests from NewSouth

This is in reply to your February 8, 2001 letter to me concerning the two trunk groups that the CCM in BellSouth would not initially agree to augment. BellSouth and NewSouth do share a common goal to ensure that all offered get through the network. We also share a common goal to trunk the network in the most efficient manner possible.

I would like to restate how BellSouth augments its reciprocal trunk groups. This is the same message that I shared with the PSC in Louisiana when you were there in January. The CCM monitors our reciprocal trunk groups and adds trunks when the growth warrants. We will also augment existing groups when NewSouth tells us of significant end user customer adds. When this does not occur, blockage occurs as in the Baton Rouge situation. In meetings between Amy Gardner's staff and me and my staff last fall, we reached agreement on the above. It is up to NewSouth to share information and request meeting through the Project Manager, Lisa Hubbard, whenever it wishes to discuss individual metro areas growth. We do not however, add strictly from the forecast. The forecast is used to try to size our terminations and facilities.

Whenever information is brought to our CCMs, they will evaluate it together with the spare capacity to determine if it warrant s our ordering additional trunks from NewSouth. As Amy's letter states, anytime NewSouth is unhappy with the answer and feels more trunks should be added, it shoud escalate to Lisa Hubbard as we agreed in September. We certainly want to be a good partner in supplying telephone service.

I hope that this letter answers your inquiry.

NewSouth communications

✓ 2/16/01 Responded

February 8, 2001

Mr. Jon Rey Sullivan
Asst. Vice President, Operations
BellSouth Telecommunications, Inc.
600 N. 19th St., 9th Floor
Birmingham, AL 35203

Subject: Reciprocal Trunking Requests Initiated by NewSouth Communications

Dear Jon Rey:

I am writing to inform you of two recent attempts by NewSouth Communications to augment Reciprocal Trunk Groups. NewSouth Communications endeavors to collaborate with BellSouth in maintaining proper Grade of Service on all Interconnection Trunking, including the Reciprocal Trunks that deliver BellSouth end user traffic to NewSouth Communications end users.

In late January, NewSouth twice requested that BellSouth augment Reciprocal Trunk Groups to maintain Grade of Service. In both cases, BellSouth Circuit Capacity Managers denied these requests. Both Circuit Capacity Managers told NewSouth Communications Traffic Managers that they would monitor these Trunk Groups and augment when appropriate (conversation between Anthony Walsh - NewSouth and both Wanda Nipper – BellSouth and Connie Moore – BellSouth). Within days of the original requests, NewSouth Communications Traffic Engineers made follow up requests which were subsequently granted. NewSouth Communications is concerned that BellSouth was unwilling to augment these groups on our initial request. Delaying these augment requests has resulted in delays in provisioning these trunks. These delays place BellSouth end users at risk of having their calls to NewSouth customers blocked.

The Trunk Group details are as follows:

TSC	CLLI	Date of First Request	Date of Second Request	Augment Qty
AF190194	KNVLTNMA84T	1/24/2001	1/25/2001	48
AF411009	BRHMALMT0GT	1/24/2001	1/30/2001	48

I believe that we both share the goal of avoiding service quality degradation that effects our customers. The incidents referred to above placed that goal in jeopardy. NewSouth Communications provided a forecast to BellSouth in July 2000 that called for the augment quantities referenced above. Our expectation is that Circuit Capacity Management uses these forecasts to guide their actions and that BellSouth will honor requests that are in accordance with NewSouth Communications' forecasts.

Please let me know if you wish to discuss this matter further. I can be reached at (864) 672-8064 or jfury@newsouth.com.

Thank you,

John B. Fury

John Fury
Manager, Carrier Relations
NewSouth Communications Corp.

RECEIVED
FEB 14 2001
I.P.C.

EXHIBIT WKM-13

BELLSOUTH

BellSouth Interconnection Services
Suite 200
1960 West Exchange Place
Tucker, Georgia 30084

770 492-7580
Fax 770 492-0937
Internet:
Jan.Burriss1@bridge.bellsouth.com

Jan M. Burriss
Sales Assistant Vice President
AT&T Regional Account Team

August 25, 2000

Ms. Denise Berger
AT&T
Room 12256
1200 Peachtree Street, NE
Atlanta, GA 30309

Dear Denise:

This is in response to your letter dated August 14, 2000, requesting that BellSouth "solve the 10-digit trigger problem" because of the negative impacts to AT&T.

BellSouth agrees that limitations in some of its switches may prohibit the use of 10-digit triggers on some services. Your letter stipulates Direct Inward Dialing (DID) and complex orders. This limitation should be transparent to end-users because BellSouth provides project management for all complex service types, which includes DID service. When AT&T and BellSouth follow the appropriate procedures for project-managed services, the post-porting call completion problem mentioned in your letter should not occur. Since you have not previously made this problem known to my team, I would appreciate your providing specific Purchase Order Numbers (PONs) for which AT&T perceived a problem, as quickly as possible so that BellSouth can investigate and address the results of the investigation as appropriate.

Thank you for your offer to assign AT&T subject matter experts (SMEs), however, the issue is well understood by BellSouth SMEs. The capability for 10-digit triggers is not available in all of BellSouth's switches; therefore, BellSouth established procedures to mitigate negative end-user impact. My intent is to investigate the examples provided by you and take action to ensure that the process is followed to fully support end-user services where 10-digit triggers cannot be used. If, however, AT&T feels this course of action will not adequately address the problems you allege AT&T is experiencing, the only alternative solution would be a new business request from AT&T to determine the feasibility and costs associated with BellSouth's retrofitting the switching equipment involved.

Denise, I would appreciate your sending the PONs associated with the post-port call completion problem to Sandra Jones. Sandra and her team will be responsible for resolving this issue.

Sincerely,

Jan Burriss

cc: Sandra C. Jones
Greg Terry
Bob Bickerstaff